

**Panhandle Regional  
Planning Commission  
Board of Directors  
Thursday,  
August 24, 2023**

## **NOTICE OF MEETING**

The regular meeting of the Board of Directors of the Panhandle Regional Planning Commission will be held on **Thursday, August 24, 2023, at 1:30 p.m.** in the PRPC Board Room at 415 SW 8<sup>th</sup>, Amarillo, Potter County, Texas. In order to accommodate Board Members and members of the public who may want to access the meeting remotely a hybrid link is provided pursuant to Texas Government Code Section 551.127 with more than three counties in the State of Texas being represented on the Board.

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

<https://us02web.zoom.us/j/8063723381?pwd=UkVoUXhqUTZIT3R5K1VmcFpvbWpXQT09>

(Meeting ID: 806 372 3381 – Password 3723381) or may participate by phone 346 248 7799 (Meeting ID: 806 372 3381 – Password 3723381).

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 July 27, 2023.

### **5. VOUCHERS**

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

### **6. PRPC INVESTMENT FUND MONTHLY REPORT**

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

7. **2024 PRPC DUES STRUCTURE**

Review of the proposed 2023-2024 Panhandle Regional Planning Commission Strategic Work Program and Budget and consideration of the recommendation of a dues structure to the Board of Directors.

8. **2024 PRPC STRATEGIC WORK PROGRAM AND BUDGET**

Review of the proposed 2023-2024 Panhandle Regional Planning Commission Strategic Work Program and Budget and consideration of its recommendation to the Board of Directors.

9. **WORKFORCE PURCHASE: HIGH DEMAND JOB TRAINING PROGRAM – FRANK PHILLIPS – BORGER CAMPUS**

Consideration of the authorization of the Executive Director to purchase the equipment from SHI Government Solutions pending the receipt of grant funds from the Texas Workforce Commission to match the sales tax monies recently invested in Frank Phillips College by the Borger Community Development Corporation.

10. **PANHANDLE REGIONAL 9-1-1 NETWORK PURCHASE OF NETWORK CALL RECORDERS**

Consideration of the authorization of the Executive Director to execute purchase of Network Call Recorders.

11. **PANHANDLE REGIONAL 9-1-1 NETWORK ADVISORY COMMITTEE APPOINTMENTS**

Consideration of the appointment or re-appointment of individuals to serve on the Planning Commission's Regional 9-1-1 Network Advisory Committee.

12. **REGIONAL PUBLIC TRANSPORTATION COORDINATION PLANNING APPLICATION AND CONTRACT – FY 2024 CONTINUATION FUNDING**

Consideration of the authorization of the Executive Director to submit the application for continuation funding and execute the project grant agreement with the Texas Department of Transportation to receive the Public Transportation Coordination Project planning grant funding to continue activities associated with the regionally coordinated transportation planning process.

13. **RESOLUTION TO SUPPORT THE FUTURE TEXAS INTERSTATE HIGHWAY 27 EXTENSION**

Consideration of the authorization of the Executive Director to execute an updated resolution supporting the Ports-to-Plains efforts in the planning and construction of the Future Interstate Highway 27.

14. **TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT - STATE URGENT NEED FUND INTERLOCAL AGREEMENT FOR APPLICATION ASSISTANCE SERVICES**

Consideration of the authorization of the Executive Director to execute Interlocal Cooperation Contract with the City of Perryton to provide Texas Community Development Program – State Urgent Need Fund Application Assistance Services.

15. **REGIONAL CRIMINAL JUSTICE ADVISORY COMMITTEE APPOINTMENTS**

Consideration of appointment or re-appointment of individuals to the Planning Commission's Regional Criminal Justice Advisory Committee.

16. **PANHANDLE REGIONAL LAW ENFORCEMENT ACADEMY CONTRACT**

Consideration of the authorization of the Executive Director to execute a contract with Amarillo College for the operation of the Panhandle Regional Law Enforcement Academy from September 1, 2023 – August 31, 2024.

17. **CITY OF CANYON INTERLOCAL AGREEMENT FOR ADMINISTRATION OF A HAZARD MITIGATION GRANT**

Consideration of the authorization of the Executive Director to execute Interlocal Agreement for Professional Services from the PRPC's Regional Services Department on the City of Canyon Master Drainage Plan Project if funded under the DR-4586 by the PRPC Executive Director.

18. **INTERLOCAL AGREEMENT & RESOLUTION FOR CITY OF PERRYTON TDHCA HOME DISASTER PROGRAM**

Consideration of the authorization of the Executive Director to allow an application for the TDHCA HOME program to be submitted on behalf of the City of Perryton. Additionally, consideration of the authorization of the Executive Director to execute an Interlocal Agreement to be executed between the City of Perryton and the Panhandle Regional Planning Commission for administrative services for the TDHCA HOME Disaster-Relief Program.

19. **PANHANDLE REGIONAL EMERGENCY PREPAREDNESS CONFERENCE OVERVIEW**

Presentation from Regional Services to provide an overview of the Panhandle Regional Emergency Preparedness Conference or PREP Conference to be held in September.

20. **RESOLUTION FOR RECOGNITION OF NATIONAL PREPAREDNESS MONTH**

Consideration of a resolution proclaiming September, 2023 as "Preparedness Month" in the Texas Panhandle.

21. **PUBLIC SAFETY OFFICE INTERAGENCY COOPERATION CONTRACT**

Consideration of the authorization of the Executive Director to execute the FY 2024 Interlocal Agreement with the Office of the Governor, Public Safety Office upon receipt.

22. **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.

23. **CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION**

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

A. Comments from the Executive Director.

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

- 7/31/2023 – Matter of Balance Coach Training, Wellington Senior Citizens
- 8/1/2023 – Transfer of Death Deed, Region 16
- 8/2/2023 – CG Educational Support Group
- 8/7/2023 – Ready/Set/Thrive, Canyon Senior Citizens
- 8/8/2023 – Medicare Fraud and Abuse Presentation, TOPS Group Canyon
- 8/10/2023 – High-Plains Broadband Regional Public Meeting
- 8/11/2023 – Legal Aide of NW Texas Law Conference
- 8/15/2023 – PROMPT Strategic Sub-Committee Meeting
- 8/18/2023 – Regional 9-1-1 Network Advisory Committee
- 8/18/2023 – Legal Aide of NW Texas
- 8/23/2023 – Panhandle Workforce Development Board meeting

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

- 8/24/2023 – Panhandle Workforce Development Board Consortium’s Governing Body meeting
- 8/30/2023 – Goodwill Endless Summer Resource Fair
- 9/6/2023 – CG Educational Support Group
- 9/6/2023 – Original Medicare vs Medicare Advantage, Gruver Lions Club
- 9/14/2023 – Matter of Balance Coach Training, Follett Community Center
- 9/19/2023 – Destination Medicare
- 9/21/2023 – Panhandle Regional Emergency Preparedness Conference

25. **ADJOURNMENT**

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

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

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

(2) the vendor:

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

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

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

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

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

#### **PUBLIC NOTICE**

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

Posted this 17th day of August, 2023 at 415 West Eighth Avenue, Amarillo, Texas, at 4:30 p.m.

*Melissa T. Whitaker*

---

Melissa T. Whitaker, Executive Assistant

# ITEM 4

## **PANHANDLE REGIONAL PLANNING COMMISSION**

### **BOARD OF DIRECTORS MEETING**

#### **Minutes**

**July 27, 2023**

The meeting of the Board of Directors of the Panhandle Regional Planning Commission was held at 1:30 p.m. on Thursday, July 27, 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 8<sup>th</sup> Avenue, Amarillo, Potter County, Texas.

#### **MEMBERS PRESENT:**

- Rank Cogdell, Briscoe County Judge
- Walter “Four” Price, Texas State Representative, District 87
- Buster Davis, Mayor, City of Gruver
- Christy Dyer, Randall County Judge
- Ronnie Gordon, Hartley County Judge
- Juan Cantu, Lipscomb County Commissioner
- 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

#### **MEMBERS ABSENT:**

- Phillip Self, Greenbelt Municipal & Industrial Waste Authority
- Nancy Tanner, Potter County Judge
- Sal Rivera, Sheriff, Castro County
- Pat Sims, Commissioner, City of Dumas
- Dr. Bill Hallerberg, Canadian River Municipal Water Authority
- Cole Stanley, Mayor, City of Amarillo
- Yolanda Robledo, Alderwoman, City of Bovina
- Kerry Symons, Mayor, City of Perryton



**STAFF PRESENT:** Mr. Dustin Meyer, Executive Director; Mr. Trent Taylor, Director of Finance; Mr. Mike Peters, Regional 9.1.1 Network Director/Executive Deputy Director; Mr. Alex Guerrero, Local Government Services Director; Ms. Lori Gunn, Regional Services Director; Ms. Daphne Morcom, Regional Services Program Specialist; Ms. Kathryn English, Area Agency on Aging Operations Manager; Ms. Paige Goodell, Local Government Services Manager; Ms. Sundee Rossi, Area Agency on Aging Director; Mr. Max Seymour, Local Government Services Program Specialist; Mr. Jarian Fred, Local Government Services Program Specialist; Ms. Delaney Pruett, Regional Emergency Management Planning Program Coordinator; Ms. Stephine Neuwirth, Accounting Administrative Assistant/Human Resources; Ms. Leslie Hardin, Workforce Development Contracts Coordinator; Ms. Amber Gerber, Local Government Services Program Specialist; Ms. Melissa Whitaker, Executive Assistant

**OTHERS PRESENT:** Mr. Blake Vineyard, West Texas Deputy Regional Director for Senator Ted Cruz; Mr. Carter Estes, Intergovernmental Affairs Liaison; Mr. Shelby Amiro-Wilson

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**

Judge Shawn Ballew gave the invocation.

3. **PUBLIC COMMENT**

No public comments were made.

4. **MINUTES**

Judge Dan Looten moved to accept the minutes from June 22, 2023. Mr. Winston Sauls seconded the motion; the motion carried by unanimous vote.

5. **VOUCHERS**

Judge Ronnie Gordon moved to approve the vouchers for the month of June 2023. Judge Harold Keeter 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>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.

Representative Walter "Four" Price moved to accept the PRPC investment fund monthly report. Mr. Buster Davis seconded the motion; the motion carried by unanimous vote.

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

Mr. Trent Taylor informed the board that 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.

Mr. Daniel Jackson moved to recommend that the Board of Directors adopt the 2023 – 2024 Integrated Personnel Classification, Pay Plan and Job Descriptions document as proposed. Ms. Karen Price seconded the motion; the motion carried by unanimous vote.

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

Mr. Trent Taylor informed the board that 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.

Mr. Buster Davis moved to recommend 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. Ms. Kim Jones seconded the motion; the motion carried by unanimous vote.

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

May 1, 2023, Ms. 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. Members will 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.

Judge John Howard moved to recommend that the PRPC Board of Directors approve a plan to set Advisory Board Members on a three-year rotation and appoint Judge Joana Garcia and Dr. Tacy Edwards to three-year terms on the DRC Advisory Board. Mr. Winston Sauls seconded the motion; the motion carried by unanimous vote.

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

Ms. Sundee Rossi informed the board that 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.

Ms. Karen Price moved to recommend 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. Judge Ronnie Gordon seconded the motion; the motion carried by unanimous vote.

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

Mr. Michael Peters informed the board that 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.

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.

Judge Dan Looten moved to recommend 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. Mr. Winston Sauls seconded the motion; the motion carried by unanimous vote.

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

Mr. Michael Peters has informed the board that 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. 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.

Judge Shawn Ballew moved to recommend the 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. Mr. Buster Davis seconded the motion; the motion carried by unanimous vote.

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

Mr. Jarian Fred informed the board that in 2019, the 86<sup>th</sup> Texas Legislature issued Senate Bill 8 which established a new regional flood planning process for the state. 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 first round of Regional Flood Planning was conducted from 2020-2023 in which PRPC functioned as the body's Political Subdivision. 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 Region-1 Flood Planning Group is now preparing for the second cycle of Regional Flood Planning which is 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.

Mr. Winston Sauls moved to recommend 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. Mr. Buster Davis seconded the motion; the motion carried by unanimous vote.

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

Ms. Daphne Morcom informed the board that 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.

Mr. Juan Cantu moved to recommend that 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. Mr. Winston Sauls seconded the motion; the motion carried by unanimous vote.

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

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.

Representative Walter “Four” Price moved to recommend the Board of Directors consider appointing and/or reappointing the individuals who have been nominated to serve on the Regional Solid Waste Management Advisory Committee. Judge Christy Dyer seconded the motion; the motion carried by unanimous vote.

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

Ms. Lori Gunn informed the board that 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).

Judge Rank Cogdell moved to recommend 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. Judge Shawn Ballew seconded the motion; the motion carried by unanimous vote.

**17. PRPC BUILDING LEASE AGREEMENT WITH 2-1-1 FOR VACANT OFFICE SPACE**

Ms. Melissa Whitaker informed the board that PRPC has had a long-standing commitment with the Law Offices of Art Lara to lease office space on the 3<sup>rd</sup> 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 3<sup>rd</sup> 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. 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.

Mr. Buster Davis moved to recommend 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. Mr. Pat Sims seconded the motion; the motion carried my unanimous vote.

#### **18. PROCUREMENT OF ENGINEERING SERVICES FOR HVAC ANALYSIS FOR PRPC FACILITY**

Mr. Dustin Meyer informed the board that 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 viably 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.

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.

Mr. Dustin Meyer stated that after further considerations, staff requested that the award of the RFQ be tabled while internal assessments are done and a firm direction is made for repairs or replacement to the building HVAC System.



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

At 2:32 p.m. Mayor Tobe Shields stated that the meeting will adjourn into an Executive Session as authorized under Texas Government Code Chapter 551; Section 551.074 to discuss the appointment/employment of Executive Director position as appropriate.

The public session of the Board of Directors Meeting reconvened at 2:52 p.m. by Mayor Tobe Shields. Judge Harold Keeter moved to close the Executive Session. Mr. Winston Sauls seconded the motion; the motion carried by unanimous vote.

**20. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION**

Judge Christi Dyer made the motion that the Board accept Dustin Meyer's resignation effective August 31<sup>st</sup> and that they empower the Executive Committee with the authority to enter into negotiations for the selected replacement with the identified candidate as Mr. Mike Peters. Mr. Winston Sauls seconded the motion; the motion carried by unanimous vote.

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

A. Comments from the Executive Director.

As a reminder the annual meeting is September 28<sup>th</sup>, 2023 at the Amarillo Club in the FirstBank Southwest Tower. The Board meeting will be held at 4:00 pm. PRPC Board Members and their guest registration fees are compliments of PRPC. August's Board agenda will have the full PRPC Budget for review and Chairman Shields has appointed the following Committees:

Awards Committee - Judge Howard, Oscar Ostos, Judge Looten  
Nominating Committee - Mayor Symons, Judge Tanner, Judge Keeter  
These two committees will be held before the August Board meeting.

We will be making calls to the Board of Directors who have an expiring Terms so that we can start planning for filling all of the positions.

Expiring Terms Include - Commissioner Pat Sims, Mayor Symons, Judge Keeter, Judge Tanner, and Judge Howard.

Thank you to all of the Board members for being here and for your continued support and Service. Please feel free to reach out to me if you ever need anything or have any questions.

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**

There being no further business, the meeting was adjourned at 2:56 p.m.

---

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 7/1/2023 Through 7/31/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
214618	CJD LEA	AMARILLO COLLEGE - LEA	BILL NO: 3274 - IN-SERVICE TRNG 5/23	879.10	7/6/2023
214619	American Rescue Plan	AMAZON CAPITAL SERVICES	INV #17RY-YD1R-1W4D - HEALTH MAINT SUPPLIES 6/23	250.40	7/6/2023
	HDJT - FPC	AMAZON CAPITAL SERVICES	INV #1FMG-F9WQ-7PMK - HDJT FPC - PERRYTON	4,508.33	7/6/2023
	American Rescue Plan	AMAZON CAPITAL SERVICES	INV #1FML-3CGQ-GXYK - HEALTH MAINT SUPPLIES 6/23	337.81	7/6/2023
	American Rescue Plan	AMAZON CAPITAL SERVICES	INV #1HGH-LN71-16QR - HEALTH MAINT SUPPLIES 6/23	147.84	7/6/2023
	American Rescue Plan	AMAZON CAPITAL SERVICES	INV #1PRD-QRQN-HGDH - HEALTH MAINT SUPPLIES 6/23	71.48	7/6/2023
	American Rescue Plan	AMAZON CAPITAL SERVICES	INV #1Q4M-XQ13-GPTW - HEALTH MAINT SUPPLIES 6/23	267.08	7/6/2023
	HDJT - FPC	AMAZON CAPITAL SERVICES	INV #1RJK-91L1-G3KJ - HDJT FPC - PERRYTON	160.48	7/6/2023
214620	PRPC Building Fund	CITY OF AMARILLO	WATER 5/22-6/23/23 - PRPC	260.34	7/6/2023
	PRPC Building Fund	CITY OF AMARILLO	PRPC/DRIP IRR. - 5/22-6/23/23	33.16	7/6/2023
	PRPC Building Fund	CITY OF AMARILLO	6/30/23 - PRPC/DRAINAGE FEE	10.53	7/6/2023
	PRPC Building Fund	CITY OF AMARILLO	6/30/23 - PRPC/DRAIN FEE	10.44	7/6/2023
214621	PRPC Building Fund	ATMOS ENERGY	PRPC 5/13-6/14/23	97.58	7/6/2023
214622	9-1-1 Management Plan	AT&T	INTERNET 6/21-7/20/23 - E911 PRPC PAMPA HOST	139.48	7/6/2023
214623	9-1-1 Management Plan	DEPT OF INFORMATION RESOURCES	INV #23040362N - DIR NW COST 4/23 - 9-1-1	37,288.11	7/6/2023
214624	Aging - HHSC	EAN SERVICES LLC	RA #775099505 - 6/20-6/23/23 AUSTIN/MIPPA CONF	222.84	7/6/2023
	9-1-1 Management Plan	EAN SERVICES LLC	RA #775107954 - 6/21-6/22/23 - AUSTIN/DIR WORKSHOP	56.94	7/6/2023
214625	Cost Pool	THE ELECTRIC BROOM	INV #105672 - JANITORIAL 6/23 - AMA WFC	1,975.00	7/6/2023
214626	Economic Development	MR HOWARD HEATH	IRT MILEAGE 6/29/23 - EDAC MTG	37.56	7/6/2023
214627	Summer Earn & Learn	HUXFORD GROUP LLC	INV #1355 - 3/23-6/8/23 - 2023 SEAL PROGRAM	23,317.50	7/6/2023
214628	PRPC Building Fund	JKB COMPANY	INV #3685 - PRPC BLDG MAINT 7/23	1,014.81	7/6/2023
	Vocational Rehab Cost	JKB COMPANY	INV #3689 - MGMT FEE 7/23 - AMA WFC & DOOR CLOSER	1,193.23	7/6/2023
214629	PRPC General Fund	LIFE INSURANCE CO OF N AMERICA	BILLNG REF #207624_070123 - SURV INS 7/1-7/31/23	265.40	7/6/2023
214630	Communication Towers	LIGHTHOUSE ELECTRIC COOPERATIVE	VALL TOWER - 5/22-6/19/23	63.00	7/6/2023
214631	Economic Dev Administration	MS TESSA LINDSEY	IRT MILEAGE 6/29/23 - EDAC MTG	45.75	7/6/2023
214632	PRPC Building Fund	MAYFIELD PAPER COMPANY	INV #3284446 - PAPER TOWELS, TOILET PAPER, LINERS	115.33	7/6/2023
214633	9-1-1 Management Plan	MID PLAINS RURAL TELEPHONE	SWISHER NW 7/23	272.68	7/6/2023
214634	Economic Dev Administration	MS KRISTEN MOUDY	IRT MILEAGE 6/29/23 - EDAC MTG	128.08	7/6/2023
214635	PRPC Indirect Costs	ODP BUSINESS SOLUTIONS LLC	INV #316689869001 - SUPPLIES 6/16/23	65.42	7/6/2023
214636	Homeland Security Grant Program	OMEGA ELECTRONICS	INV #200001856 - 200001861 - SVCE CALLS 5/30-6/12/23	2,760.44	7/6/2023
	Homeland Security Grant Program	OMEGA ELECTRONICS	INV #200001863 - 200001867 - SVCE CALLS 6/15-6/28/23	1,466.96	7/6/2023
214637	Intern. Service - Reception	PATHWAYZ COMMUNICATIONS INC	PRPC LINE CHGS & INTERNET 7/23	789.08	7/6/2023
214638	Economic Development	MS EMMA RECTOR	IRT MILEAGE 6/29/23 - EDAC MTG	91.67	7/6/2023
214639	Intern. Service - Automobile	THE REINALT-THOMAS CORPORATION	INV #8934958 - CAR #3 - 2 NEW TIRES - 6/29/23	324.94	7/6/2023
	Intern. Service - Automobile	THE REINALT-THOMAS CORPORATION	INV #8935437 - CAR #1 - 4 NEW TIRES	789.04	7/6/2023
214640	Intern. Service - Automobile	ROGERS CAR CARE	INV #16238 - 2/20/23 - CAR #7 DETAIL	50.00	7/6/2023
	Intern. Service - Automobile	ROGERS CAR CARE	INV #16798 - 6/26/3 - CAR #3 OIL CHANGE	48.99	7/6/2023
214641	PRPC General Fund	SAM'S CLUB MC/SYNCB	6/2/23 - SODAS FOR MEETINGS	41.94	7/6/2023
	PRPC General Fund	SAM'S CLUB MC/SYNCB	6/5/23 - CREAMER	17.98	7/6/2023
	PRPC General Fund	SAM'S CLUB MC/SYNCB	6/9/23 - SODAS FOR MEETINGS	47.94	7/6/2023
214642	9-1-1 Management Plan	SOUTH PLAINS COMMUNICATIONS	INV #0124418-IN - SVCE CALL SPEARMAN/PERRYTON MW	2,301.00	7/6/2023
214643	Communication Towers	SOUTH PLAINS ELECTRIC COOPERATIVE	PAR4 TOWER - 5/16-6/18/23	113.15	7/6/2023
214644	PRPC Building Fund	SUMMIT FIRE & SECURITY	INV #558013708 - 6/28/23 - ANNUAL FIRE EXT INSPECTION	377.28	7/6/2023

# Panhandle Regional Planning Commission

## Check/Voucher Register

From 7/1/2023 Through 7/31/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
214645	Cost Pool	TASCOSA OFFICE MACHINES	INV #421215 - COPIER LEASE 6/23 - AMA WFC	1,284.44	7/6/2023
214646	Aging - HHSC	TEXAS RAMP PROJECT	INV #06122023-AMA - RAMP 6/23 - AAA CLIENT	499.00	7/6/2023
214647	CJD LEA	AMARILLO COLLEGE - LEA	BILL NO: 3308 - 127TH BPOC SCHOLARSHIPS, SESSION 2	5,720.00	7/13/2023
214648	PRPC Indirect Costs	AMARILLO CLUB	9/28/23 - PRPC ANN MTG - ROOM RESERVATION	3,000.00	7/13/2023
214649	Aging - HHSC	AMARILLO HEARING CLINIC	HEALTH MAINT 6/23 - HEARING AIDS	9,600.00	7/13/2023
214650	Cost Pool	AMARILLO NATIONAL BANK	5/21-6/20/23 - WASABI.COM CLOUD STORAGE - AMA WFC	6.39	7/13/2023
	Homeland Security Grant Program	AMARILLO NATIONAL BANK	5/30-6/2/23 - FT WORTH/TDEM CONF - HOTEL TAX REFUND	(152.76)	7/13/2023
	CD Project Admin	AMARILLO NATIONAL BANK	6/12/23 - LN 6/15/23 - DIMMITT PUBLIC HEARING	41.04	7/13/2023
	CD Project Admin	AMARILLO NATIONAL BANK	6/14/23 - TPIA MTG SUPPLIES	8.49	7/13/2023
	PRPC General Fund	AMARILLO NATIONAL BANK	6/15-6/16/23 - AUSTIN/CPM GRADUATION - HOTEL	260.19	7/13/2023
	CD Project Admin	AMARILLO NATIONAL BANK	6/15/23 - TDLR TABS REG FEE - DALHART PARKS PROJECT	175.00	7/13/2023
	CD Project Admin	AMARILLO NATIONAL BANK	6/15/23 - TDLR TABS REG FEE - QUITAQUE PARKS PROJECT	175.00	7/13/2023
	Local Water	AMARILLO NATIONAL BANK	6/16/23-6/16/26 - PANHANDLEWATER.ORG DOMAIN RENEWAL	63.51	7/13/2023
	Cost Pool	AMARILLO NATIONAL BANK	6/18-7/17/23 - TIME TRAK GO - 168 USERS	504.00	7/13/2023
	Aging - HHSC	AMARILLO NATIONAL BANK	6/20-6/23/23 - AUSTIN/MIPPA - HOTEL ROSSI/McAFEE	1,134.48	7/13/2023
	CD Project Admin	AMARILLO NATIONAL BANK	6/21/23 - HGT BOARD OF DIRECTORS MTG REG FEES	950.00	7/13/2023
	Intern. Service - Personnel	AMARILLO NATIONAL BANK	6/6/23 - BACKGROUND CHECK - NEW EMPLOYEE	69.95	7/13/2023
	CD Project Admin	AMARILLO NATIONAL BANK	7/1/23 - INV #80595188 - TANGLEW. SECRETARY JOB AD	126.00	7/13/2023
	TANF/Choices	AMARILLO NATIONAL BANK	INV #2018882 - 6/15/23 - 150 VALERO FUEL CARDS	3,787.50	7/13/2023
214651	PRPC Building Fund	CHEMAQUA	INV #8298730 - 7/6/23 - CHECK MARK 40224/HVAC SUPPLIES	1,209.30	7/13/2023
214652	9-1-1 Management Plan	COMMTECH LLC	INV #IN5555 - SVCE CALL 6/22/23 CHILDRESS MW	1,665.42	7/13/2023
214653	Cost Pool	FASTSIGNS	INV #175-102873 - NAMEPLATES - WFD BOARD	20.00	7/13/2023
214654	PRPC Indirect Costs	FOUST INC	INV #16503 - 50 SETS OF DIVIDER TABS - BUDGET	256.14	7/13/2023
214655	CD Project Admin	FRIONA STAR	INV #20230310 - LN 4/6/23 FRIONA FAIR HOUSING & CIVIL R.	337.50	7/13/2023
	CD Project Admin	FRIONA STAR	INV #20230335 - LN 4/20 & 4/27/23 - IFB FRIONA COMM PARK	240.00	7/13/2023
214656	PRPC Building Fund	GATEHOUSE MEDIA TEXAS HOLDINGS	LN 6/4/23 MECH ENG HVAC ASSESSMENT BID	634.00	7/13/2023
214657	Vocational Rehab Cost	THE GROUNDS GUYS OF AMARILLO	#INV-5477 - BI-WEEKLY SVCS 6/23 - AMA WFC	1,085.51	7/13/2023
214658	CD Project Admin	HUTCHINSON COUNTY NEWS TEP	INV #8800 - LN 4/14/23 FRITCH CIVIL RIGHTS NOTICE	216.00	7/13/2023
	CD Project Admin	HUTCHINSON COUNTY NEWS TEP	INV #8801 - LN 4/14/23 - FRITCH FAIR HOUSING MONTH	108.00	7/13/2023
214659	9-1-1 Management Plan	LANGUAGE LINE SERVICES	INV #11044113 - LANG LINE SVCS 6/23 - 9-1-1	132.69	7/13/2023
214660	PRPC General Fund	LIFE INSURANCE CO OF N AMERICA	BILLING REF #207624_070123 - BALANCE DUE	100.00	7/13/2023
214661	PRPC Indirect Costs	LOWES BUSINESS ACCT/SYNCB	6/28/23 - FURNITURE DOLLY (4)	161.41	7/13/2023
214662	Cost Pool	MESSER AUTO GROUP	INV #585153 - 6/30/23 - MU#2 OIL CHGE, FILTERS, GENERATOR	149.42	7/13/2023
214663	Communication Towers	NORTH PLAINS ELECTRIC COOP	INV #3829 - OCHL & LIPN TOWERS - 6/1-7/1/23	160.40	7/13/2023
214664	Cost Pool	PATHWAYZ COMMUNICATIONS INC	LINE CHGS 7/23 & LONG DIST 6/23 - AMA WFC	2,490.45	7/13/2023
214665	CD Project Admin	PLAINVIEW DAILY HERALD	LN 3/5/23 - CANYON DRP - ENG SVCS NOTICE	97.00	7/13/2023
	CD Project Admin	PLAINVIEW DAILY HERALD	LN 4/2-4/20/23 - CANYON CIVIL RIGHTS/FAIR HOUSING/DRP	241.50	7/13/2023
214666	Communication Towers	RITA BLANCA ELECTRIC COOP INC	DALN TOWER - 5/31-6/30/23	47.85	7/13/2023
214667	Intern. Service - Automobile	ROGERS CAR CARE	INV #16830 - 7/6/23 - CAR #7 OIL CHGE, FILTERS	185.58	7/13/2023
214668	Aging - HHSC	SIR SPEEDY OF AMARILLO	INV #153460 - BUSINESS CARDS - AGING	143.12	7/13/2023
214669	Communication Towers	SOUTHWESTERN ELECTRIC POWER	DONL TOWER 6/2-6/30/23	116.32	7/13/2023
214670	CD Project Admin	SWISHER COUNTY NEWS	STATEMENT NO. 8267 - LN 4/13-4/20/23 KRESS & TULIA	69.20	7/13/2023
	PRPC Indirect Costs	SWISHER COUNTY NEWS	STATEMENT NO. 8347 - LN 6/1/23 MINORITY	39.60	7/13/2023

# Panhandle Regional Planning Commission

## Check/Voucher Register

From 7/1/2023 Through 7/31/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
214671	9-1-1 Management Plan	SYNTRIO	INV #10008333 - CHILDRESS NW 7/23	156.00	7/13/2023
214672	Intern. Service - Copy	UCI DOCUMENTS	INV #34392733 - KYOCERA COPIER LEASE 7/23 - 2ND FLOOR	256.28	7/13/2023
214673	9-1-1 Management Plan	WEST TEXAS RURAL TELEPHONE COOP	INV #2166S111401.076 - NW PARMER 7/23	78.00	7/13/2023
214674	9-1-1 Management Plan	WT SERVICES INC	INV #7809S111401.076 - NW PARMER 7/23	156.00	7/13/2023
214675	Various Grants	XCEL ENERGY	ELECTRIC 5/12-6/14/23 - PRPC, AMA WFC, TOWER SITES	7,641.56	7/13/2023
214676	9-1-1 Management Plan	XIT COMMUNICATIONS	INV #10167628 - DALLAM/HARTLEY CLEC 7/23	156.00	7/13/2023
214677	Cost Pool	A-ARMADILLO RV SELF STORAGE	MOBILE UNIT STORAGE 8/23	350.00	7/20/2023
214678	Intern. Service - Accounting	ABILA CHECKS & FORMS	INV #A00958012 - 4,000 A/P CHECKS	780.95	7/20/2023
214679	Aging - HHSC	ACTS COMMUNITY CENTER	CONGREGATE MEALS - 6/23	9,102.08	7/20/2023
214680	PRPC General Fund	STEPHEN C AKEROYD	IRT MILEAGE & EXPENSE - 6/1-6/14/23	180.09	7/20/2023
214681	American Rescue Plan	AMAZON CAPITAL SERVICES	INV #1GP1-PP1W-F1T3 & 1MJ7-L4QF-RJTQ - HMS 7/23	353.76	7/20/2023
	American Rescue Plan	AMAZON CAPITAL SERVICES	INV #1JXN-7TDP-RP76 & 1VVG-PHRV-RGVD - HMS 7/23	365.98	7/20/2023
	HDJT - FPC	AMAZON CAPITAL SERVICES	INV #1PVY-YJHP-1V3V - HDJT FPC - PERRYTON CAMPUS	9,984.86	7/20/2023
	American Rescue Plan	AMAZON CAPITAL SERVICES	INV #1X9V-6W1W-R6FK - HMS 7/23 - AAA CLIENT	432.29	7/20/2023
	PRPC Building Fund	AMAZON CAPITAL SERVICES	INV #1XQG-C6P3-6HC3 - MAINT SUPPLIES	33.10	7/20/2023
214682	Aging - HHSC	AMARILLO CITY TRANSIT	TRANSPORTATION - 6/23	11,568.46	7/20/2023
214683	Aging - HHSC	CITY OF AMARILLO	RES REPAIRS 6/23 - AAA CLIENT	3,000.00	7/20/2023
214684	Aging - HHSC	AMARILLO WESLEY COMMUNITY CENTER	CONGREGATE MEALS - 6/23	3,108.90	7/20/2023
	American Rescue Plan	AMARILLO WESLEY COMMUNITY CENTER	TRANSPORTATION - 6/23	2,100.00	7/20/2023
214685	PRPC General Fund	ASSURED BENEFITS ADMINISTRATORS	DEBIT CARD FEES - 7/23	71.50	7/20/2023
214686	9-1-1 Management Plan	AT&T	E911 PRPC 7/5-8/4/23	1,519.82	7/20/2023
214687	Cost Pool	CITY OF BORGER	BORGER WFC 6/12-7/12/23	93.95	7/20/2023
214688	CD Project Admin	BORGER NEWS HERALD	AD #4870 & 4891 - LN 12/20 & 12/27/22 & 1/10/23 - BORGER	705.50	7/20/2023
214689	Homeland Security Grant Program	MR KYLE BRACK	IRT MILEAGE 7/13/23 - PREMAC MTG	37.91	7/20/2023
214690	Homeland Security Grant Program	MR TOMMY BROOKS	IRT MILEAGE 7/13/23 - PREMAC MTG	62.92	7/20/2023
214691	Intern. Service - Copy	CANON FINANCIAL SERVICES INC	INV #30906353 - COPIER LEASE 7/23 - FLOOR 1&3	428.92	7/20/2023
214692	WIOA Adult	CLARENDON COLLEGE	T/F - SUMMER 2023	48,602.76	7/20/2023
214693	Aging - HHSC	COLLINGSWORTH COUNTY HDM	REIMBURSEMENT 6/23 - CM & HDM	6,990.13	7/20/2023
214694	9-1-1 Management Plan	COMMTECH LLC	INV #IN5598 - SVCE CALL 7/3/23 FRITCH/STINNETT MW	1,459.82	7/20/2023
214695	Aging - HHSC	BRIAN CORDERO	CG RESPITE VOUCHER 7/23 - AAA CLIENT	300.00	7/20/2023
214696	CD Project Admin	COUNTY STAR-NEWS	INV #113972, 114154, 114163 - LN 4/20-6/8/23 SHAMROCK	271.60	7/20/2023
214697	CD Project Admin	DALHART TEXAN	INV #127072 - LN 3/31/23 CHANNING FAIR HOUSING NOTICE	289.63	7/20/2023
	CD Project Admin	DALHART TEXAN	INV #127073 - LN 3/31/23 CHANNING CIVIL RIGHTS NOTICE	492.63	7/20/2023
	CD Project Admin	DALHART TEXAN	INV #127246 - LN 4/18/23 - DALHART PUBLIC NOTICE	71.75	7/20/2023
214698	Homeland Security Grant Program	KEN DAUGHTRY	IRT MILEAGE 7/13/23 - PREMAC MTG	128.08	7/20/2023
214699	Aging - HHSC	DONLEY CO SR CITIZENS ASSN	REIMBURSEMENT 6/23 - CM & HDM	7,207.35	7/20/2023
214700	Aging - HHSC	EAN SERVICES LLC	INV #TL826590-071023 - 6/20-6/23/23 AUSTIN - MIPPA	7.90	7/20/2023
	Aging - HHSC	EAN SERVICES LLC	RA #358438921 - 6/27-6/30/23 SAN ANTONIO/AITC	187.02	7/20/2023
214701	Cost Pool	EDDY STREET LP	INV #028 - RENT 8/23 - AMA WFC/EDDY ST	21,390.91	7/20/2023
214702	Cost Pool	ED TURNER PROPERTY MANAGEMENT	RENT 8/23 - BORGER WFC	950.00	7/20/2023
214703	Transportation - RIA	ESRI INC	INV #94498535 - 6/2/23-6/1/24 COMM. ANALYST RENEWAL	3,250.00	7/20/2023
214704	CD Project Admin	FASTSIGNS	INV #175-102565 - 25 TDA TEMPORARY SIGNS FOR TXCDBG	2,943.13	7/20/2023
	CD Project Admin	FASTSIGNS	INV #175-102913 - NAMEPLATES - LGS	20.00	7/20/2023

# Panhandle Regional Planning Commission

## Check/Voucher Register

From 7/1/2023 Through 7/31/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
214705	PRPC Indirect Costs	FOUST INC	INV #16504 - BUDGET PAPER	65.49	7/20/2023
	CD Project Admin	FOUST INC	INV #16820 - BUSINESS CARDS - LGS	70.00	7/20/2023
214706	State Water	FREESE AND NICHOLS INC	INV #1351332 - PROF SVCS -3/31/23 - 2026 WATER PLAN	18,231.08	7/20/2023
214707	Homeland Security Grant Program	MR STEVE FUSTON	IRT MILEAGE 7/13/23 - PREMAC MTG	62.92	7/20/2023
214708	Aging - HHSC	HALL COUNTY HOME DELIVERY MEALS	HOME DELIVERED MEALS - 6/23	1,805.40	7/20/2023
214709	Aging - HHSC	HEDLEY SR CITIZENS ASSN	REIMBURSEMENT 6/23 - CM & HDM	967.95	7/20/2023
214710	Aging - HHSC	HEREFORD SR CITIZENS ASSN	REIMBURSEMENT 6/23 - CM & HDM	15,107.80	7/20/2023
214711	Aging - HHSC	HIGH PLAINS SENIOR CARE INC	INV #2606 - IN HOME RESPITE 6/23	720.00	7/20/2023
214712	CD Project Admin	HUTCHINSON COUNTY NEWS TEP	INV #8886 - LN 6/16/23 - FRITCH TPWD APPLICATION	45.00	7/20/2023
214713	CCDF Quality Impr Activities	HUXFORD GROUP LLC	6/8-6/26/23 - REIMB FOR EXPENSES	23,224.76	7/20/2023
214714	Homeland Security Grant Program	JUDGE CINDY IRWIN	IRT MILEAGE 7/13/23 - PREMAC MTG	76.88	7/20/2023
214715	Homeland Security Grant Program	JUDGE KIMBERLY JONES	IRT MILEAGE 7/13/23 - PREMAC MTG	151.92	7/20/2023
214716	Aging - HHSC	KFDA	INV #3039284A - TX TALL TALES TV AD CAMPAIGN - 8/23	3,100.00	7/20/2023
214717	Aging - HHSC	SHELIA LLEWELLYN	CG RESPITE VOUCHER 6/23 - AAA CLIENT	100.00	7/20/2023
214718	Aging - HHSC	TAMMY GARCIA MENDOZA	CG RESPITE VOUCHER 6/23 - AAA CLIENT	645.00	7/20/2023
214719	Aging - HHSC	MOORE CO SENIOR CENTER INC	CONGREGATE MEALS - 6/23	7,282.08	7/20/2023
214720	Aging - HHSC	NURSES UNLIMITED INC	CG IN HOME RESPITE - 6/23	373.50	7/20/2023
214721	PRPC Indirect Costs	ODP BUSINESS SOLUTIONS LLC	INV #321682760001 - 7/5/23 - SUPPLIES/VAULT	67.44	7/20/2023
214722	CD Project Admin	OFFICEWISE COMMERCIAL INTERIORS	INV #3010952-0 - OFFICE CHAIR - LGS	1,079.00	7/20/2023
214723	Aging - HHSC	OPPORTUNITIES INC	REIMBURSEMENT 6/23 - CM & HDM	4,183.50	7/20/2023
214724	PRPC Building Fund	ORKIN INC	INV #246634050 - PEST CONTROL 7/23	110.99	7/20/2023
214725	PRPC Indirect Costs	PANHANDLE PRESORT SERVICES LTD	INV #506124 - 6/16-6/30/23 MAIL HANDLING	750.80	7/20/2023
214726	Homeland Security Grant Program	MR JUSTIN PARKER	IRT MILEAGE 7/13/23 - PREMAC MTG	117.52	7/20/2023
214727	Homeland Security Grant Program	MR B J POTTS	IRT MILEAGE 7/13/23 - PREMAC MTG	63.64	7/20/2023
214728	Safe Rooms DR4223-015	SONJA RAMIREZ	SAFE ROOM REBATE PAYMENT	3,000.00	7/20/2023
214729	Homeland Security Grant Program	MR DAN REESE	IRT MILEAGE 7/13/23 - PREMAC MTG	23.92	7/20/2023
214730	Homeland Security Grant Program	SCHAFFER SERVICES	INV #32762 - SVCE CALL 6/23 - HEMP-LIP MW	142.00	7/20/2023
214731	Aging - HHSC	SHAMROCK MEALS ON WHEELS INC	HOME DELIVERED MEALS - 6/23	1,269.09	7/20/2023
214732	Aging - HHSC	ELLEN LORENDA SHELLEY	CG RESPITE VOUCHER 6/23 - AAA CLIENT	120.00	7/20/2023
214733	WIOA Adult	STACY'S UNIFORMS	5/24-6/29/23 - TOOLS/UNIFORMS	1,736.10	7/20/2023
214734	Aging - HHSC	SWISHER CO SR CITIZENS ASSN	REIMBURSEMENT 6/23 - CM & HDM	8,128.80	7/20/2023
214735	Aging - HHSC	TRI COUNTY MEALS	HOME DELIVERED MEALS - 6/23	2,192.19	7/20/2023
214736	Aging - HHSC	TRIO COMMUNITY MEALS	#INV2230031151 - HOME DELIVERED MEALS - 6/23	31,746.00	7/20/2023
214737	Cost Pool	TEXAS PANHANDLE CENTERS	#INV04357 - DOC SHREDDING 6/15/23 - AMA WFC	459.90	7/20/2023
214738	Aging - HHSC	VISITING ANGELS	IN HOME RESPITE - 6/23	3,046.50	7/20/2023
214739	Aging - HHSC	ROSS WELLESLEY	IRT MILEAGE & EXPENSE 6/16-6/27/23 - FACILITY VISITS	110.93	7/20/2023
214740	Intern. Service - Automobile	WEX BANK	VEHICLE FUEL 6/15-7/12/23 - PRPC CARS & MU #2	614.01	7/20/2023
214741	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	HUTCHINSON 7/7-8/6/23	104.38	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	SWISHER 7/4-8/3/23	136.78	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	LIPSCOMB 7/7-8/3/23	387.33	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	PARMER 7/7-8/6/23	198.81	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	DALLAM 7/7-8/6/23	360.09	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	ARMSTRONG 7/7-8/6/23	144.79	7/20/2023

# Panhandle Regional Planning Commission

## Check/Voucher Register

From 7/1/2023 Through 7/31/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	HALL 7/7-8/6/23	48.09	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	OLDHAM 7/7-8/6/23	51.95	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	SHERMAN 7/7-8/6/23	51.76	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	OCHILTREE 7/7-8/6/23	106.00	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	COLLINGSWORTH 7/7-8/6/23	266.76	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	CASTRO 7/7-8/6/23	153.35	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	HANSFORD 7/7-8/6/23	51.11	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	WHEELER 7/7-8/6/23	147.39	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	DONLEY 7/10-8/9/23	49.16	7/20/2023
	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	MOORE 7/7-8/6/23	55.38	7/20/2023
214742	Aging - HHSC	SHARON EVONNE WOOD	CG RESPITE VOUCHER 6/23 - AAA CLIENT	260.00	7/20/2023
214743	9-1-1 Management Plan	9-1-1 PUBLIC EDUCATOR'S OF TEXAS	7/11/23 - PETS CONFERENCE REGISTRATION FEES	45.00	7/27/2023
214744	CJD LEA	AMARILLO COLLEGE - LEA	BILL NO: 3313 - IN-SERVICE TRNG 6/23	530.80	7/27/2023
	JAG GAP Training	AMARILLO COLLEGE - LEA	BILL NO: 3314 - JAG TRNG - 6/23	9,552.40	7/27/2023
214745	PRPC Building Fund	ARVERNAS CLEANING SERVICE	INV #007 - PRPC CLEANING SVCS 7/23	1,700.00	7/27/2023
214746	PRPC Building Fund	ATMOS ENERGY	PRPC 6/15-7/14/23	99.87	7/27/2023
214747	9-1-1 Management Plan	AT&T	CHILDRESS CO ADMIN 7/15-8/14/23	60.40	7/27/2023
214748	CD Project Admin	THE CLAUDE NEWS	INV #1875 - LN 7/7/23 CLAUDE PUBLIC HEARING	40.00	7/27/2023
214749	Aging - HHSC	EAN SERVICES LLC	RA #775370235 - 7/11-7/13/23 AUSTIN/OMB TRNG	177.02	7/27/2023
214750	PRPC Building Fund	FASTSIGNS	INV #175-102954 - RELETTER SIGNAGE FOR 211	115.00	7/27/2023
214751	CD Project Admin	FRIONA STAR	INV #20230569 - LN 7/13/23 FRIONA FONSI/RROF ENG/SPAN	337.50	7/27/2023
214752	HDJT - FPC	GRAINGER	INV #9746335026, 9749914827, 9753761932 - HDJT FPC -	11,112.66	7/27/2023
214753	CD Project Admin	HUTCHINSON COUNTY NEWS TEP	INV #8921 - LN 7/14/23 FRITCH FONSI/RROF ENG/SPAN	468.00	7/27/2023
214754	Solid Waste	KB RECYCLING LLC	INV #64012 - RECYCLING SVCS 6 & 7/23	170.00	7/27/2023
214755	WIA Adult	PARK AT COULTER	RENT 8/1-8/31/23 - WF CLIENT	1,250.00	7/27/2023
214756	9-1-1 Management Plan	PTCI	NW PERRYTON 6/16-8/19/23	81.90	7/27/2023
214757	Intern. Service - Information	SHI GOVERNMENT SOLUTIONS INC	INV #GB00496215 - SW UPGRADES FOR PRPC SERVER & MAIL	6,542.24	7/27/2023
	Intern. Service - Information	SHI GOVERNMENT SOLUTIONS INC	INV #GB00496389 - 8/16/23-8/15/26 VRANGER PRO MAINT	4,241.44	7/27/2023
214758	CD Project Admin	SIR SPEEDY OF AMARILLO	INV #153528 - BANNERS FOR TIMBERCREEK & FRIONA	301.12	7/27/2023
214759	Cost Pool	TASCOSA OFFICE MACHINES	INV #425307, 425898, 425306 - COPIER LEASE 7/23 - AMA WFC	1,255.50	7/27/2023
214760	Intern. Service - Copy	TASCOSA OFFICE MACHINES	INV 425897 - 1ST & 3RD FLOOR COPIES - 6/23	675.48	7/27/2023
214761	Intern. Service - Copy	TASCOSA OFFICE MACHINES	INV #427844 - GREEN & BLUE COPY PAPER	148.90	7/27/2023
214762	TANF/Choices	TOOT'N TOTUM	INV #713 - 7/13/23 - 200 FUEL CARDS	5,000.00	7/27/2023
214763	Cost Pool	TEXAS WORKFORCE COMMISSION	TWC INV #TR3130 - 3/21-3/22/23 WORK IN TX REPORTS TRNG	455.00	7/27/2023
214764	9-1-1 Management Plan	TEXAS 9-1-1 TRAINERS	7/10/23 - TNT MTG REGISTRATION FEES	45.00	7/27/2023
214765	Cost Pool	TEXAS GAS SERVICE	BORGER WFC - 6/8-7/10/23	93.54	7/27/2023
214766	Intern. Service - Copy	UNA COPY INC	#INV100379 - 2ND FLOOR COPIES 6/25-7/24/23	136.76	7/27/2023
214767	PRPC General Fund	UNITED SUPERMARKETS LLC	6/30/23 - SODAS FOR MEETINGS	44.00	7/27/2023
	Transportation - RIA	UNITED SUPERMARKETS LLC	7/13/23 - RIA MTG SUPPLIES	8.49	7/27/2023
	Local Water	UNITED SUPERMARKETS LLC	7/14/23 - PWPG MTG SUPPLIES	31.99	7/27/2023
	MAXIMUS	UNITED SUPERMARKETS LLC	7/5/23 - LUNCH FOR CG EDUCATIONAL SUPP GROUP	143.84	7/27/2023
214768	9-1-1 Management Plan	WINDSTREAM COMMUNICATIONS	CARSON 7/13-8/12/23	438.74	7/27/2023



# Panhandle Regional Planning Commission

## Check/Voucher Register

From 7/1/2023 Through 7/31/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
31212	Aging - HHSC	LISA HANCOCK	TR ADV 7/11-7/13/23 - AUSTIN/OMBUDSMAN TRNG	539.00	7/6/2023
31213	PRPC General Fund	TERRIE CAMPBELL	ORT 6/20-6/23/23 - AUSTIN/MIPPA	677.73	7/13/2023
31214	PRPC General Fund	KATHRYN ENGLISH	ORT 6/15-6/16/23 - AUSTIN/CPM	331.05	7/13/2023
31215	PRPC General Fund	KATHRYN ENGLISH	ORT 6/27-6/30/23 - SAN ANTONIO/AITC	821.66	7/13/2023
31216	9-1-1 Management Plan	AMANDA JONES	IRT MILEAGE 6/27-7/1/23 - PSAP VISITS	205.34	7/13/2023
31217	PRPC General Fund	LAURIE McAFEE	ORT 6/20-6/23/23 - AUSTIN/MIPPA	202.70	7/13/2023
31218	PRPC General Fund	ANNA OJEDA	ORT 6/20-6/23/23 - AUSTIN/MIPPA	718.57	7/13/2023
31219	PRPC General Fund	SUNDEE ROSSI	ORT 6/20-6/23/23 - AUSTIN/MIPPA	409.39	7/13/2023
31220	PRPC General Fund	SUNDEE ROSSI	ORT 6/27-6/30/23 - SAN ANTONIO/AITC	803.92	7/13/2023
31221	PRPC General Fund	JANET SCHULTE	ORT 6/27-6/30/23 SAN ANTONIO/AITC	599.67	7/13/2023
31222	9-1-1 Management Plan	KHASI CAMPOS	IRT MILEAGE 7/10/23 - LIPSCOMB CO COURTHOUSE	169.51	7/20/2023
31223	PRPC General Fund	HEIKE TODD	7/6/23 - FLEX REIMBURSEMENT	28.00	7/20/2023
31224	9-1-1 Management Plan	KHASI CAMPOS	IRT MILEAGE 7/24/23 - WHEELER	129.62	7/27/2023
31225	PRPC General Fund	DANA HOYLER	ORT 7/11-7/13/23 - AUSTIN/OMB TRNG	490.37	7/27/2023
31226	PRPC General Fund	AMANDA JONES	ORT 7/9-7/11/23 - SAN ANTONIO	724.19	7/27/2023
31227	PRPC General Fund	LORI WOOLF	7/19/23 - SUPPLIES FOR TML MEETING	8.88	7/27/2023
81889	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (287959)	3,202.99	7/7/2023
81890	Child Care CCF	AMARILLO SW MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (287959)	3,605.37	7/7/2023
81891	Child Care CCF	TAMME PINKERT	CHILD CARE SERVICES PROVIDED (287959)	12,912.42	7/7/2023
81892	Child Care CCF	CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (287959)	7,199.65	7/7/2023
81893	Child Care CCF	ST. MATTHEW'S EPISCOPAL D.S.	CHILD CARE SERVICES PROVIDED (287959)	3,194.48	7/7/2023
81894	Child Care CCF	RACHEL'S LITTLE HOUSE INC	CHILD CARE SERVICES PROVIDED (287959)	3,038.96	7/7/2023
81895	Child Care CCF	DAWN TRUJILLO	CHILD CARE SERVICES PROVIDED (287959)	389.48	7/7/2023
81896	Child Care CCF	MARIA FLORES	CHILD CARE SERVICES PROVIDED (287959)	699.10	7/7/2023
81897	Child Care CCF	KRISTENS DAYCARE	CHILD CARE SERVICES PROVIDED (287959)	1,225.84	7/7/2023
81898	Child Care CCF	AMARILLO WESLEY COMMUNITY CTR	CHILD CARE SERVICES PROVIDED (287959)	11,945.62	7/7/2023
81899	Child Care CCF	ELENA MCGLAUN	CHILD CARE SERVICES PROVIDED (287959)	23,417.33	7/7/2023
81900	Child Care CCF	EMMA CANTU DBA ABC LEARNING CTR	CHILD CARE SERVICES PROVIDED (287959)	6,778.04	7/7/2023
81901	Child Care CCF	COMMUNITY DAY CARE CENTER INC.	CHILD CARE SERVICES PROVIDED (287959)	7,565.64	7/7/2023
81902	Child Care CCF	KENNA BORUM	CHILD CARE SERVICES PROVIDED (287959)	1,392.92	7/7/2023
81903	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (287959)	264.75	7/7/2023
81904	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE	CHILD CARE SERVICES PROVIDED (287959)	2,169.09	7/7/2023
81905	Child Care CCF	PANHANDLE MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (287959)	427.98	7/7/2023
81906	Child Care CCF	HEREFORD LATCHKEY 1NW	CHILD CARE SERVICES PROVIDED (287959)	5,680.84	7/7/2023
81907	Child Care CCF	AMARILLO COLLEGE MEDIPARK CAMPUS	CHILD CARE SERVICES PROVIDED (287959)	6,938.90	7/7/2023
81908	Child Care CCF	LITTLE LYNX DAY CARE	CHILD CARE SERVICES PROVIDED (287959)	823.27	7/7/2023
81909	Child Care CCF	SHAKERA MARIE JOHNSON	CHILD CARE SERVICES PROVIDED (287959)	1,563.96	7/7/2023
81910	Child Care CCF	RAW EATS CAFE LTD	CHILD CARE SERVICES PROVIDED (287959)	9,736.71	7/7/2023
81911	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (287959)	2,950.75	7/7/2023
81912	Child Care CCF	KAREN SMITH	CHILD CARE SERVICES PROVIDED (287959)	949.53	7/7/2023
81913	Child Care CCF	LATUNYA MARIE JILES-FORD	CHILD CARE SERVICES PROVIDED (287959)	840.09	7/7/2023
81914	Child Care CCF	PAULA COOK	CHILD CARE SERVICES PROVIDED (287959)	975.00	7/7/2023

# Panhandle Regional Planning Commission

## Check/Voucher Register

From 7/1/2023 Through 7/31/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
81915	Child Care CCF	MAMMYS DAYCARE	CHILD CARE SERVICES PROVIDED (287959)	3,887.38	7/7/2023
81916	Child Care CCF	TEXAS KINDER PREP-RIDGECREST CIR	CHILD CARE SERVICES PROVIDED (287959)	2,886.91	7/7/2023
81917	Child Care CCF	WEE CARE CHILD CENTER INC.	CHILD CARE SERVICES PROVIDED (287959)	604.15	7/7/2023
81918	Child Care CCF	RANGER ROUNDUP LEARNING CTR	CHILD CARE SERVICES PROVIDED (287959)	7,873.69	7/7/2023
81919	Child Care CCF	KS HOME DAYCARE	CHILD CARE SERVICES PROVIDED (287959)	200.00	7/7/2023
81920	Child Care CCF	TEXAS PREMIER CHILDCARE	CHILD CARE SERVICES PROVIDED (287959)	11,402.09	7/7/2023
81921	Child Care CCF	EMMA CANTU DBA ABC LEARNING CTR	CHILD CARE SERVICES PROVIDED (287959)	6,478.79	7/7/2023
81922	Child Care CCF	HAPPY DAYS CHILDCARE CTR & PS	CHILD CARE SERVICES PROVIDED (287959)	16,690.18	7/7/2023
81923	Child Care CCF	STEPPING STONES LEARNING CTR	CHILD CARE SERVICES PROVIDED (287959)	4,698.09	7/7/2023
81924	Child Care CCF	K4B LEARNING DEPOT 6, LLC	CHILD CARE SERVICES PROVIDED (287959)	9,877.32	7/7/2023
81925	Child Care CCF	BUTTERCUP HOUSE INC	CHILD CARE SERVICES PROVIDED (287959)	1,255.00	7/7/2023
81926	Child Care CCF	CHARBRA WILLIAMS	CHILD CARE SERVICES PROVIDED (287959)	1,383.66	7/7/2023
81927	Child Care CCF	EMMA CANTU DBA ABC LEARNING CTR	CHILD CARE SERVICES PROVIDED (287959)	4,889.91	7/7/2023
81928	Child Care CCF	CHRISTIAN PRESCHOOL CENTERS INC	CHILD CARE SERVICES PROVIDED (287959)	17,186.80	7/7/2023
81929	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CTR	CHILD CARE SERVICES PROVIDED (287959)	9,640.34	7/7/2023
81930	Child Care CCF	KELSEY FOSTER	CHILD CARE SERVICES PROVIDED (287959)	4,156.21	7/7/2023
81931	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (287959)	12,390.91	7/7/2023
81932	Child Care CCF	LITTLE BLESSINGS PRESCHOOL	CHILD CARE SERVICES PROVIDED (287959)	977.63	7/7/2023
81933	Child Care CCF	THE COLONY CHRISTIAN CHILD DEV CTR	CHILD CARE SERVICES PROVIDED (287959)	4,280.31	7/7/2023
81934	Child Care CCF	ELE ACADEMICS LLC	CHILD CARE SERVICES PROVIDED (287959)	243.63	7/7/2023
81935	Child Care CCF	OMAR MENDOZA	CHILD CARE SERVICES PROVIDED (287959)	1,360.45	7/7/2023
81936	Child Care CCF	STORYLAND PRESCHOOL & CHILD CARE	CHILD CARE SERVICES PROVIDED (287959)	6,155.75	7/7/2023
81937	Child Care CCF	KAITLIN IVIE	CHILD CARE SERVICES PROVIDED (287959)	3,020.75	7/7/2023
81938	Child Care CCF	DABAREH JOHNSON	CHILD CARE SERVICES PROVIDED (287959)	736.00	7/7/2023
81939	Child Care CCF	LANE DAY SCHOOL LLC	CHILD CARE SERVICES PROVIDED (287959)	543.22	7/7/2023
81940	Child Care CCF	LIL COLTS CHILDCARE	CHILD CARE SERVICES PROVIDED (287959)	417.49	7/7/2023
81941	Child Care CCF	BRIGHT MINDS ACADEMY LLC	CHILD CARE SERVICES PROVIDED (287959)	547.27	7/7/2023
81942	Child Care CCF	CREATIVE LEARNING TREE 2	CHILD CARE SERVICES PROVIDED (287959)	3,205.01	7/7/2023
81943	Child Care CCF	DESTINY MCDONALD	CHILD CARE SERVICES PROVIDED (287959)	90.42	7/7/2023
81944	Child Care CCF	STEAMBOAT STATION	CHILD CARE SERVICES PROVIDED (287959)	8,961.63	7/7/2023
81945	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE II	CHILD CARE SERVICES PROVIDED (287959)	595.37	7/7/2023
81946	Child Care CCF	MARTIAL ARTS ATHLETIC CENTER NORTH	CHILD CARE SERVICES PROVIDED (287959)	10,388.17	7/7/2023
81947	Child Care CCF	SEEDS OF WISDOM CHRISTIAN FAMILY CC	CHILD CARE SERVICES PROVIDED (287959)	529.82	7/7/2023
81948	Child Care CCF	HEARTS AND HANDS	CHILD CARE SERVICES PROVIDED (287959)	519.55	7/7/2023
81949	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (287959)	3,223.12	7/7/2023
81950	Child Care CCF	DUMAS DISCOVERY CENTER INC.	CHILD CARE SERVICES PROVIDED (287959)	7,205.98	7/7/2023
81951	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (287959)	4,254.06	7/7/2023
81952	Child Care CCF	POLK ST UNITED METHODIST CHURCH	CHILD CARE SERVICES PROVIDED (287959)	1,765.71	7/7/2023
81953	Child Care CCF	STRATFORD AREA YOUTH CARE AGENCY	CHILD CARE SERVICES PROVIDED (287959)	1,387.17	7/7/2023
81954	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (287959)	1,893.69	7/7/2023
81955	Child Care CCF	TULIA CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (287959)	2,625.21	7/7/2023
81956	Child Care CCF	ALEJANDRA FLORES	CHILD CARE SERVICES PROVIDED (287959)	2,674.48	7/7/2023

# Panhandle Regional Planning Commission

## Check/Voucher Register

From 7/1/2023 Through 7/31/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
81957	Child Care CCF	WEST TEXAS A&M UNIVERSITY	CHILD CARE SERVICES PROVIDED (287959)	438.92	7/7/2023
81958	Child Care CCF	CHRISTIAN LEARNING CENTER	CHILD CARE SERVICES PROVIDED (287959)	482.30	7/7/2023
81959	Child Care CCF	DALHART AREA CHILD CARE CTR INC.	CHILD CARE SERVICES PROVIDED (287959)	3,460.40	7/7/2023
81960	Child Care CCF	KING'S MANOR METHODIST RET SYSTEM	CHILD CARE SERVICES PROVIDED (287959)	1,045.72	7/7/2023
81961	Child Care CCF	OPPORTUNITY SCHOOL, INC.	CHILD CARE SERVICES PROVIDED (287959)	15,113.87	7/7/2023
81962	Child Care CCF	NIGHT & DAY CARE AND PLAY, INC.	CHILD CARE SERVICES PROVIDED (287959)	32,161.24	7/7/2023
81963	Child Care CCF	PLEASANT VALLEY BAPTIST DISC SCHOOL	CHILD CARE SERVICES PROVIDED (287959)	18,133.51	7/7/2023
81964	Child Care CCF	AMARILLO MONTESSORI DAY SCHOOL	CHILD CARE SERVICES PROVIDED (287959)	7,182.91	7/7/2023
81965	Child Care CCF	BUTTONS & BOWS ELC	CHILD CARE SERVICES PROVIDED (287959)	22,029.11	7/7/2023
81966	Child Care CCF	OPPORTUNITY SCHOOL EDWARDS CAMPUS	CHILD CARE SERVICES PROVIDED (287959)	22,305.85	7/7/2023
81967	Child Care CCF	SHIRLEY E ROMAINE	CHILD CARE SERVICES PROVIDED (287959)	682.37	7/7/2023
81968	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (287959)	4,305.35	7/7/2023
81969	Child Care CCF	BARBARA JOHNSON	CHILD CARE SERVICES PROVIDED (287959)	468.00	7/7/2023
81970	Child Care CCF	COMMUNITY DAY CARE CENTER	CHILD CARE SERVICES PROVIDED (287959)	5,565.16	7/7/2023
81971	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (287959)	10,505.17	7/7/2023
81972	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (287959)	5,183.51	7/7/2023
81973	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (287959)	9,238.14	7/7/2023
81974	Child Care CCF	AMARILLO COLLEGE	CHILD CARE SERVICES PROVIDED (287959)	1,383.63	7/7/2023
81975	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (287959)	6,693.09	7/7/2023
81976	Child Care CCF	PAULAS DAY CARE	CHILD CARE SERVICES PROVIDED (287959)	1,735.62	7/7/2023
81977	Child Care CCF	NAZARENE KID'S KORNER	CHILD CARE SERVICES PROVIDED (287959)	2,602.17	7/7/2023
81978	Child Care CCF	DEBORAH A MELTON	CHILD CARE SERVICES PROVIDED (287959)	476.32	7/7/2023
81979	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (287959)	12,352.29	7/7/2023
81980	Child Care CCF	DEEDEES DAYCARE	CHILD CARE SERVICES PROVIDED (287959)	242.91	7/7/2023
81981	Child Care CCF	INGLANTINA FLORES	CHILD CARE SERVICES PROVIDED (287959)	1,428.96	7/7/2023
81982	Child Care CCF	BELL STREET DAY CARE CENTER LTD	CHILD CARE SERVICES PROVIDED (287959)	48,450.11	7/7/2023
81983	Child Care CCF	AMA CATHOLIC CHILDREN'S DEV CTR	CHILD CARE SERVICES PROVIDED (287959)	2,677.58	7/7/2023
81984	Child Care CCF	FRIENDSHIP RANCH CDC	CHILD CARE SERVICES PROVIDED (287959)	8,933.53	7/7/2023
81985	Child Care CCF	NEW BEGINNINGS PRESCHOOL & CDC	CHILD CARE SERVICES PROVIDED (287959)	4,447.68	7/7/2023
81986	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CTR	CHILD CARE SERVICES PROVIDED (287959)	37,960.47	7/7/2023
81987	Child Care CCF	BIZZY BEES CHILD CARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (287959)	4,738.10	7/7/2023
81988	Child Care CCF	ORA BELINDA SCHOOLHOUSE LLC	CHILD CARE SERVICES PROVIDED (287959)	3,541.95	7/7/2023
81989	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (289098)	13,294.11	7/21/2023
81990	Child Care CCF	AMARILLO SW MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (289098)	2,749.23	7/21/2023
81991	Child Care CCF	TAMME PINKERT	CHILD CARE SERVICES PROVIDED (289098)	12,666.49	7/21/2023
81992	Child Care CCF	CHILD DEVELOPMENT CENTER	CHILD CARE SERVICES PROVIDED (289098)	7,152.46	7/21/2023
81993	Child Care CCF	ST. MATTHEW'S EPISCOPAL D.S.	CHILD CARE SERVICES PROVIDED (289098)	3,190.83	7/21/2023
81994	Child Care CCF	RACHEL'S LITTLE HOUSE INC	CHILD CARE SERVICES PROVIDED (289098)	2,484.27	7/21/2023
81995	Child Care CCF	DAWN TRUJILLO	CHILD CARE SERVICES PROVIDED (289098)	256.81	7/21/2023
81996	Child Care CCF	MARIA FLORES	CHILD CARE SERVICES PROVIDED (289098)	1,754.83	7/21/2023
81997	Child Care CCF	KRISTENS DAYCARE	CHILD CARE SERVICES PROVIDED (289098)	1,228.09	7/21/2023
81998	Child Care CCF	AMARILLO WESLEY COMMUNITY CTR	CHILD CARE SERVICES PROVIDED (289098)	10,621.43	7/21/2023

# Panhandle Regional Planning Commission

## Check/Voucher Register

From 7/1/2023 Through 7/31/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
81999	Child Care CCF	ELENA MCGLAUN	CHILD CARE SERVICES PROVIDED (289098)	23,402.84	7/21/2023
82000	Child Care CCF	EMMA CANTU DBA ABC LEARNING CTR	CHILD CARE SERVICES PROVIDED (289098)	6,904.64	7/21/2023
82001	Child Care CCF	COMMUNITY DAY CARE CENTER INC.	CHILD CARE SERVICES PROVIDED (289098)	8,633.85	7/21/2023
82002	Child Care CCF	KENNA BORUM	CHILD CARE SERVICES PROVIDED (289098)	1,384.45	7/21/2023
82003	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (289098)	263.30	7/21/2023
82004	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE	CHILD CARE SERVICES PROVIDED (289098)	2,158.24	7/21/2023
82005	Child Care CCF	PANHANDLE MONTESSORI PRESCHOOL	CHILD CARE SERVICES PROVIDED (289098)	364.63	7/21/2023
82006	Child Care CCF	HEREFORD LATCHKEY 1NW	CHILD CARE SERVICES PROVIDED (289098)	5,012.71	7/21/2023
82007	Child Care CCF	AMARILLO COLLEGE MEDIPARK CAMPUS	CHILD CARE SERVICES PROVIDED (289098)	7,756.11	7/21/2023
82008	Child Care CCF	LITTLE LYNX DAY CARE	CHILD CARE SERVICES PROVIDED (289098)	782.76	7/21/2023
82009	Child Care CCF	SHAKERA MARIE JOHNSON	CHILD CARE SERVICES PROVIDED (289098)	1,551.92	7/21/2023
82010	Child Care CCF	RAW EATS CAFE LTD	CHILD CARE SERVICES PROVIDED (289098)	9,607.81	7/21/2023
82011	Child Care CCF	JOANNA TEJEDA	CHILD CARE SERVICES PROVIDED (289098)	2,937.38	7/21/2023
82012	Child Care CCF	KAREN SMITH	CHILD CARE SERVICES PROVIDED (289098)	730.52	7/21/2023
82013	Child Care CCF	LATUNYA MARIE JILES-FORD	CHILD CARE SERVICES PROVIDED (289098)	830.66	7/21/2023
82014	Child Care CCF	PAULA COOK	CHILD CARE SERVICES PROVIDED (289098)	972.50	7/21/2023
82015	Child Care CCF	MAMMYS DAYCARE	CHILD CARE SERVICES PROVIDED (289098)	3,861.59	7/21/2023
82016	Child Care CCF	TEXAS KINDER PREP-RIDGECREST CIR	CHILD CARE SERVICES PROVIDED (289098)	2,738.23	7/21/2023
82017	Child Care CCF	WEE CARE CHILD CENTER INC.	CHILD CARE SERVICES PROVIDED (289098)	496.15	7/21/2023
82018	Child Care CCF	RANGER ROUNDUP LEARNING CTR	CHILD CARE SERVICES PROVIDED (289098)	7,796.05	7/21/2023
82019	Child Care CCP	KS HOME DAYCARE	CHILD CARE SERVICES PROVIDED (289098)	200.00	7/21/2023
82020	Child Care CCF	TEXAS PREMIER CHILDCARE	CHILD CARE SERVICES PROVIDED (289098)	11,354.97	7/21/2023
82021	Child Care CCF	EMMA CANTU DBA ABC LEARNING CTR	CHILD CARE SERVICES PROVIDED (289098)	5,988.63	7/21/2023
82022	Child Care CCF	HAPPY DAYS CHILDCARE CTR & PS	CHILD CARE SERVICES PROVIDED (289098)	16,448.44	7/21/2023
82023	Child Care CCF	STEPPING STONES LEARNING CTR	CHILD CARE SERVICES PROVIDED (289098)	4,262.53	7/21/2023
82024	Child Care CCF	K4B LEARNING DEPOT 6, LLC	CHILD CARE SERVICES PROVIDED (289098)	10,024.15	7/21/2023
82025	Child Care CCF	BUTTERCUP HOUSE INC	CHILD CARE SERVICES PROVIDED (289098)	1,282.26	7/21/2023
82026	Child Care CCF	CHARBRA WILLIAMS	CHILD CARE SERVICES PROVIDED (289098)	1,381.05	7/21/2023
82027	Child Care CCF	EMMA CANTU DBA ABC LEARNING CTR	CHILD CARE SERVICES PROVIDED (289098)	4,243.93	7/21/2023
82028	Child Care CCF	CHRISTIAN PRESCHOOL CENTERS INC	CHILD CARE SERVICES PROVIDED (289098)	18,003.01	7/21/2023
82029	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CTR	CHILD CARE SERVICES PROVIDED (289098)	9,612.45	7/21/2023
82030	Child Care CCF	KELSEY FOSTER	CHILD CARE SERVICES PROVIDED (289098)	3,191.40	7/21/2023
82031	Child Care CCF	HAPPY DAYS CHILDCARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (289098)	12,401.26	7/21/2023
82032	Child Care CCF	LITTLE BLESSINGS PRESCHOOL	CHILD CARE SERVICES PROVIDED (289098)	973.20	7/21/2023
82033	Child Care CCF	THE COLONY CHRISTIAN CHILD DEV CTR	CHILD CARE SERVICES PROVIDED (289098)	4,419.89	7/21/2023
82034	Child Care CCF	ELE ACADEMICS LLC	CHILD CARE SERVICES PROVIDED (289098)	227.44	7/21/2023
82035	Child Care CCF	OMAR MENDOZA	CHILD CARE SERVICES PROVIDED (289098)	1,360.11	7/21/2023
82036	Child Care CCF	STORYLAND PRESCHOOL & CHILD CARE	CHILD CARE SERVICES PROVIDED (289098)	3,840.57	7/21/2023
82037	Child Care CCF	KAITLIN IVIE	CHILD CARE SERVICES PROVIDED (289098)	3,202.55	7/21/2023
82038	Child Care CCF	DABAREH JOHNSON	CHILD CARE SERVICES PROVIDED (289098)	641.50	7/21/2023
82039	Child Care CCF	LANE DAY SCHOOL LLC	CHILD CARE SERVICES PROVIDED (289098)	408.13	7/21/2023
82040	Child Care CCF	LIL COLTS CHILDCARE	CHILD CARE SERVICES PROVIDED (289098)	359.28	7/21/2023

# Panhandle Regional Planning Commission

## Check/Voucher Register

From 7/1/2023 Through 7/31/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
82041	Child Care CCF	BRIGHT MINDS ACADEMY LLC	CHILD CARE SERVICES PROVIDED (289098)	538.41	7/21/2023
82042	Child Care CCF	CREATIVE LEARNING TREE 2	CHILD CARE SERVICES PROVIDED (289098)	3,179.69	7/21/2023
82043	Child Care CCF	STEAMBOAT STATION	CHILD CARE SERVICES PROVIDED (289098)	9,041.02	7/21/2023
82044	Child Care CCF	MS NANCE LITTLE ANGELS DAYCARE II	CHILD CARE SERVICES PROVIDED (289098)	431.38	7/21/2023
82045	Child Care CCF	MARTIAL ARTS ATHLETIC CENTER NORTH	CHILD CARE SERVICES PROVIDED (289098)	10,361.72	7/21/2023
82046	Child Care CCF	SEEDS OF WISDOM CHRISTIAN FAMILY CC	CHILD CARE SERVICES PROVIDED (289098)	527.79	7/21/2023
82047	Child Care CCF	HEARTS AND HANDS	CHILD CARE SERVICES PROVIDED (289098)	517.87	7/21/2023
82048	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (289098)	3,211.65	7/21/2023
82049	Child Care CCF	DUMAS DISCOVERY CENTER INC.	CHILD CARE SERVICES PROVIDED (289098)	7,044.56	7/21/2023
82050	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (289098)	5,941.68	7/21/2023
82051	Child Care CCF	POLK ST UNITED METHODIST CHURCH	CHILD CARE SERVICES PROVIDED (289098)	2,227.61	7/21/2023
82052	Child Care CCF	STRATFORD AREA YOUTH CARE AGENCY	CHILD CARE SERVICES PROVIDED (289098)	1,286.44	7/21/2023
82053	Child Care CCF	BUTTERCUP HOUSE INC.	CHILD CARE SERVICES PROVIDED (289098)	1,852.47	7/21/2023
82054	Child Care CCF	TULIA CHILD DEVELOPMENT CTR	CHILD CARE SERVICES PROVIDED (289098)	2,689.43	7/21/2023
82055	Child Care CCF	ALEJANDRA FLORES	CHILD CARE SERVICES PROVIDED (289098)	2,883.29	7/21/2023
82056	Child Care CCF	WEST TEXAS A&M UNIVERSITY	CHILD CARE SERVICES PROVIDED (289098)	436.74	7/21/2023
82057	Child Care CCF	CHRISTIAN LEARNING CENTER	CHILD CARE SERVICES PROVIDED (289098)	425.05	7/21/2023
82058	Child Care CCF	DALHART AREA CHILD CARE CTR INC.	CHILD CARE SERVICES PROVIDED (289098)	3,281.32	7/21/2023
82059	Child Care CCF	KING'S MANOR METHODIST RET SYSTEM	CHILD CARE SERVICES PROVIDED (289098)	1,148.65	7/21/2023
82060	Child Care CCF	OPPORTUNITY SCHOOL, INC.	CHILD CARE SERVICES PROVIDED (289098)	14,683.48	7/21/2023
82061	Child Care CCF	NIGHT & DAY CARE AND PLAY, INC.	CHILD CARE SERVICES PROVIDED (289098)	31,628.37	7/21/2023
82062	Child Care CCF	PLEASANT VALLEY BAPTIST DISC SCHOOL	CHILD CARE SERVICES PROVIDED (289098)	18,168.05	7/21/2023
82063	Child Care CCF	AMARILLO MONTESSORI DAY SCHOOL	CHILD CARE SERVICES PROVIDED (289098)	6,730.40	7/21/2023
82064	Child Care CCF	DBA BUTTONS & BOWS ELC	CHILD CARE SERVICES PROVIDED (289098)	21,550.11	7/21/2023
82065	Child Care CCF	OPPORTUNITY SCHOOL EDWARDS CAMPUS	CHILD CARE SERVICES PROVIDED (289098)	21,933.54	7/21/2023
82066	Child Care CCF	SHIRLEY E ROMAINE	CHILD CARE SERVICES PROVIDED (289098)	667.67	7/21/2023
82067	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (289098)	5,704.17	7/21/2023
82068	Child Care CCF	BARBARA JOHNSON	CHILD CARE SERVICES PROVIDED (289098)	181.62	7/21/2023
82069	Child Care CCF	COMMUNITY DAY CARE CENTER	CHILD CARE SERVICES PROVIDED (289098)	5,458.27	7/21/2023
82070	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (289098)	5,344.99	7/21/2023
82071	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (289098)	9,550.81	7/21/2023
82072	Child Care CCF	AMARILLO COLLEGE	CHILD CARE SERVICES PROVIDED (289098)	1,554.09	7/21/2023
82073	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (289098)	6,660.66	7/21/2023
82074	Child Care CCF	PAULAS DAY CARE	CHILD CARE SERVICES PROVIDED (289098)	1,571.61	7/21/2023
82075	Child Care CCF	NAZARENE KID'S KORNER	CHILD CARE SERVICES PROVIDED (289098)	2,585.35	7/21/2023
82076	Child Care CCF	DEBORAH A MELTON	CHILD CARE SERVICES PROVIDED (289098)	636.20	7/21/2023
82077	Child Care CCF	CHILDREN'S LEARNING CENTER	CHILD CARE SERVICES PROVIDED (289098)	12,457.34	7/21/2023
82078	Child Care CCF	DEEDEES DAYCARE	CHILD CARE SERVICES PROVIDED (289098)	240.31	7/21/2023
82079	Child Care CCF	INGLANTINA FLORES	CHILD CARE SERVICES PROVIDED (289098)	1,405.83	7/21/2023
82080	Child Care CCF	BELL STREET DAY CARE CENTER LTD	CHILD CARE SERVICES PROVIDED (289098)	45,224.35	7/21/2023
82081	Child Care CCF	AMARILLO CATHOLIC CHILDREN'S DEV CTR	CHILD CARE SERVICES PROVIDED (289098)	2,503.96	7/21/2023
82082	Child Care CCF	FRIENDSHIP RANCH CDC	CHILD CARE SERVICES PROVIDED (289098)	9,436.60	7/21/2023

Panhandle Regional Planning Commission  
 Check/Voucher Register  
 From 7/1/2023 Through 7/31/2023

Check No.	Fund Title	Paid To	Description	Check Amount	Paid Date
82083	Child Care CCF	NEW BEGINNINGS PRESCHOOL & CDC	CHILD CARE SERVICES PROVIDED (289098)	4,429.06	7/21/2023
82084	Child Care CCF	THE MARTIAL ARTS & ATHLETIC CTR	CHILD CARE SERVICES PROVIDED (289098)	38,150.56	7/21/2023
82085	Child Care CCF	BIZZY BEES CHILD CARE & PRESCHOOL	CHILD CARE SERVICES PROVIDED (289098)	5,091.28	7/21/2023
82086	Child Care CCF	ORA BELINDA SCHOOLHOUSE LLC	CHILD CARE SERVICES PROVIDED (289098)	3,398.45	7/21/2023
		AMARILLO NATIONAL BANK	WFD - INCENTIVE PAYMENTS - 7/23	503.00	
		CENTENNIAL BANK	BUILDING IMPROVEMENT PMT 7/12/23	6,645.07	
		DATAPATH CREDIT SERVICES	EMPLOYEE FLEX DRAFTS 7/23	431.63	
		ROSCOMMON - ABA ADMINISTRATORS	HEALTH INSURANCE DRAFT 7/23	42,916.85	
		TOOT'N TOTUM FOOD STORES LLC	VEHICLE FUEL 6/15/23-7/14/23	1,067.26	
		HUXFORD GROUP	WIRE TRANSFERS 7/23	332,396.00	
		VANTAGEPOINT T. AGENTS - 401	WIRE TRANSFERS 7/23	56,362.76	
		VANTAGEPOINT T. AGENTS - 457	WIRE TRANSFERS 7/23	6,068.14	
		VANTAGEPOINT T. AGENTS - ROTH IRA	WIRE TRANSFERS 7/23	2,198.78	
			TOTAL AMOUNT:	2,087,562.72	
			TOTAL NUMBER OF ELECTRONIC FUND TRANSFERS:	214	
			TOTAL NUMBER OF CHECKS WRITTEN:	151	
			TOTAL NUMBER OF WIRE TRANSFERS:	9	
			TOTAL NUMBER OF ANB BANK CARDS:	3	
			TOTAL NUMBER OF EMPLOYEE FLEX DRAFTS:	4	

# ITEM 6

**MEMORANDUM**

**DATE:** August 24, 2023  
**TO:** PRPC Board of Directors  
**FROM:** Trent Taylor, Finance Director  
**THROUGH:** Dustin Meyer, Executive Director  
**SUBJECT:** Agenda Item 6  
PRPC Investment Funds Monthly Report

**BACKGROUND**

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

	<u>Balance@</u> <u>3/31/23</u>	<u>Balance@</u> <u>6/30/2023</u>	<u>Balance@</u> <u>7/31/2023</u>
PRPC's Money Market Fund	\$3,420,152	\$3,513,971	\$3,528,893
9-1-1's Money Market Fund	122	67	106,103
	<u>\$3,420,274</u>	<u>\$3,513,972</u>	<u>\$3,634,996</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>\$4,634,996</u>

The money market funds are deposited at Amarillo National Bank. The PRPC fund rate for the month of June was 5.12%. The 9-1-1 fund earned an average annual yield of 4.25%. 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:** August 24, 2023  
**TO:** PRPC Board of Directors  
**FROM:** Trent Taylor, Finance Director  
**THROUGH:** Dustin Meyer, Executive Director  
**SUBJECT:** Agenda Item 7  
Panhandle Regional Planning Commission Membership Dues

### BACKGROUND

The bylaws of the Panhandle Regional Planning Commission require the Board of Directors to recommend a membership dues structure to the general membership for each fiscal year. The general membership will convene at the up-coming annual meeting to formally approve the membership dues structure for the 2024 Planning Commission year.

The Planning Commission's membership dues rate is presently set at 8.5¢ per capita. Using the 2020 Census, the current rate translates into approximately \$69,364 in revenue to the Commission (see attached listing which depicts each of our local government's dues amounts based on the 8.5¢ per capita dues rate).

Local dues funds are used primarily as matching dollars for various regional programs, seed money for special projects and for certain specific Commission operational expenses. The Planning Commission's proposed 2024 budget has been prepared assuming no increase in the membership dues rate and the continuing high level of local government membership participation.

The Executive Committee of the Board of Directors will be meeting prior to the Board meeting to review the staff's suggested 2024 dues structure. The committee will present recommended action to the full Board of Directors on Thursday.

Thank you for your consideration.

# ITEM 8

## MEMORANDUM

**DATE:** August 24, 2023  
**TO:** PRPC Board of Directors  
**FROM:** Trent Taylor, Finance Director  
**THROUGH:** Dustin Meyer, Executive Director  
**SUBJECT:** Agenda Item 8  
2024 Strategic Work Program and Budget

### BACKGROUND

The Bylaws of the Planning Commission require the Board of Directors to annually review and recommend a work program and budget to the general membership. The general membership then reviews and adopts the budget at each year's annual meeting.

The proposed 2024 Strategic Work Program and Budget is enclosed for your review. The document will be presented in detail to the Board's Executive Committee at their meeting prior to the Board meeting. The proposed 2024 Strategic Work Program and Budget will then be presented to the entire Board, with the Executive Committee's recommendations during the Board of Directors meeting.

Staff will be prepared to answer any and all questions that you might have as you consider the Panhandle Regional Planning Commission's 2024 Strategic Work Program and Budget.

Thank you for your consideration.

# ITEM 9

## MEMORANDUM

**DATE:** August 24, 2023

**TO:** PRPC Board of Directors

**FROM:** Marin Rivas, Workforce Development Director

**THROUGH:** Dustin Meyer, Executive Director

**SUBJECT:** Agenda Item 9  
Workforce Purchase: High Demand Job Training Program – Frank Phillips College Borger Campus

### BACKGROUND

In 2022, PRPC workforce development staff collaborated with the Borger Economic Development Corporation and Frank Phillips College in Borger 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 Frank Phillips College to expand the Process Technology program.

The College is requesting for the funding to be used to purchase thirteen (13) Lenovo computers to be utilized in the Process Technology computer lab to accommodate PetroSkills training simulations, and two (2) Microsoft Surface Pro Business tablets to be used in conjunction with a Hands-on Process Operator Skills Trainer (HPOST) that was purchased with one of the College's Jobs & Education for Texans (JET) grant program awards. Both products are available to government entities through the Texas Department of Information Resources (DIR) Statewide Technology Contracts following the guidance set forth in the Texas Comptroller of Public Accounts' (CPA's) Procurement and Contract Management Guide and in compliance with Texas state statutes and rules for procurements.

The proposed purchase, for a total cost to PRPC of \$49,803.88 in grant funds, are documented in the attached quote from SHI Government Solutions. Both products are available to government entities through the Texas Department of Information Resources (DIR) Statewide Technology Contracts following the guidance set forth in the Texas Comptroller of Public Accounts' (CPA's) Procurement and Contract Management Guide and in compliance with Texas state statutes and rules for procurements.

### RECOMMENDATION

Staff recommends that the Board authorize the Executive Director to purchase the equipment as described above from SHI Government Solutions, for the amount of \$49,803.88, pending the receipt of grant funds from the Texas Workforce Commission to match the sales tax monies recently invested in Frank Phillips College by the Borger Economic Development Corporation.

# ITEM 10

## MEMORANDUM

**DATE:** August 24, 2023  
**TO:** PRPC Board of Directors  
**FROM:** Michael Peters, Deputy Executive Director, Regional 9-1-1 Director  
**THROUGH:** Dustin Meyer, Executive Director  
**SUBJECT:** Agenda Item 10  
Purchase of Regional 9-1-1 Network Call Recorders

### BACKGROUND

The Panhandle Regional 9-1-1 Network has received funding to replace the 21 Regional Call Recorders from Vista Com Inc.

Vista Com has been the preferred vendor for the Panhandle due to their reliability, ability to provide responsive repairs, and their ability to provide a very custom solution for the panhandle region. Specifically, they have networked our call recorders together to allow each Public Safety Answer Point (PSAP) to browse, listen to, and download their local calls, the 9-1-1 calls, text to 9-1-1 conversations, and the radio traffic that are recorded at the host locations. This ability to listen to all of the traffic that is relative to each call center has saved countless hours for each agency in reconstructing an incident. The Planning Commission continues to feel that the reliability and benefits of this solution are significant.

Vista Com has provided a quote to replace and configure the regions 9-1-1 call recorders through an HGAC Procurement Contract Price of \$315,000. This pricing includes the delivery, configuration, and setup of all of the region's 9-1-1 call recorders. The quote from Vista Com # HOU005095 is attached behind this memo.

### RECOMMENDATION

Staff recommends the PRPC Board of Directors authorize the Executive Director to contract with Vista Com to purchase and install regional 9-1-1 recorders.





**Houston, TX**  
9824 Whithorn Drive  
Houston, Texas 77095  
P: (800) 708-6423  
[www.vistacomtx.com](http://www.vistacomtx.com)

*Remit, Sales and Support*

**Oklahoma City, OK**  
4200 Perimeter Center Drive, Suite 140  
Oklahoma City, OK 73112  
P: (800) 708-6423  
[www.vistacomtx.com](http://www.vistacomtx.com)

*Sales and Support*

**We have prepared a quote for you**

**PSAP Locations - Nexlog DX Upgrade - HGAC**

**Quote # HOU005095**

Version 1

**Panhandle Regional Planning Commission**



Oklahoma City, OK  
4200 Perimeter Center Drive, Suite 140  
Oklahoma City, OK 73112  
P: (800) 708-6423  
www.vistacomtx.com

Houston, TX  
9824 Whithorn Drive  
Houston, Texas 77095  
P: (800) 708-6423  
www.vistacomtx.com

*Sales and Support*

*Remit, Sales and Support*

Tuesday, August 01, 2023

Panhandle Regional Planning Commission  
Mike Peters  
415 SW 8th Ave  
Amarillo, TX 79101  
mpeters@theprpc.org

Dear Mike,

Thank you for allowing Vista Com to prepare a quotation for you recording solution. Vista Com has over a 25 year history of providing public safety recording solutions throughout the region. We partner with the best OEM's in the industry to delivery the latest technology to you and we back the solution with local support and factory engineering.

Within this quotation you will find three key areas that describe the solution.

- Hardware - this is the physical components to be installed at your site.
- Software - each solution requires software that is licensed to you for your recorder.
- Services - items that are one time charges and represent labor and support for your solution.

The link details all areas of your quotation that we have designed for you. This quotation is based upon given facts and knowledge of your requirements passed to us by you and your organization. As such if we determine that the environment is different than what we have designed we will promptly edit the proposal for your presentation.

Important Note - the point at which the recorder equipment connects to the customer equipment is referred to as the demarcation point. The customer and/or its vendors are responsible for any required connections to this demarcation point such as cabling, equipment programming, or equipment relocation.

If you approve of this quotation please indicate so within the link. By accepting this quotation you represent your authorization of your entity and legally bind your agency to the terms of this sales contract.

Kind Regards,

*Robin Clevenger*

Robin Clevenger  
Regional Sales Manager  
Vista Com



Oklahoma City, OK  
4200 Perimeter Center Drive, Suite 140  
Oklahoma City, OK 73112  
P: (800) 708-6423  
www.vistacomtx.com

Houston, TX  
9824 Whithorn Drive  
Houston, Texas 77095  
P: (800) 708-6423  
www.vistacomtx.com

*Sales and Support*

*Remit, Sales and Support*

## Disclosures

All order cancellations are subject to a 35% restocking charge once order has been placed. Your solution is custom built for your environment. Vista Com will make every attempt to modify changes once purchase has been placed however the customer is ultimately responsible for any financial implications for order changes after the order is placed.

Solution Design - we make every attempt to ensure the attached quote is exact and matches your requirements. Please pay special attention to our description of goods and services to ensure it matches your requests. If Vista Com inspects your site location and determines that our solution does not match your communicated requirement, we will promptly revise this quote.

Customer Demarcations - The point at which the recording equipment is connected to the customer equipment is termed "demarcation point". The demarcation point can be a physical cable connection to a demarcation block or it can be a network cable connected to a customer network switch. Due to vendor and customer liabilities it is accepted that Vista Com is responsible for cabling and recorder connection from the demarcation point and the customer is responsible for all cabling, configuration, and coordination for recorded devices to the demarcation block.

Install Guide - Vista Com requires information about your network and user environment before installation of the recording solution. This information includes necessary information proprietary to the customer such as network addresses, user names/passwords, channel assignments and user rights. It is understood that the customer will answer this proprietary information to Vista Com prior to installation in order for the services to be conducted quickly and efficiently.

By acceptance of this offer you accept the disclosures above as part of this agreement.

## PSAP Locations - Nexlog DX Upgrade - HGAC



Prepared by:

**Vista Com**  
 Robin Clevenger  
 281-516-9800 ext 201  
 Fax (281) 518-7056  
 robin@vistacomtx.com

*Robin Clevenger*

Prepared for:

**Panhandle Regional Planning Commission**  
 415 SW 8th Ave  
 Amarillo, TX 79101  
 Mike Peters  
 mpeters@theprpc.org  
 (806) 372-3381

Quote Information:

**Quote #: HOU005095**  
 Version: 1  
 Delivery Date: 08/01/2023  
 Expiration Date: 10/31/2023

Part Number	PSAP Locations	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
(21) 9-1-1 Call Centers. The quote reflects HGAC RP07-20 pricing.						
<b>NexLog 740DX Hardware Bundle</b>	<b>NexLog 740DX Hardware Bundle</b> NexLog 740DX Base Hardware Configuration	1	\$215,040.00	\$215,040.00	\$180,073.00	\$180,073.00
	<b>NexLog 740 DX-Series Base System</b> NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web- based configuration manager, dual hot- swap 120-240VAC 50/60Hz power supplies. Requires ongoing Eventide DX Software Update Subscription (DXSUS) for access to critical DX-Series Software & Security Updates.	21				
	<b>Upgrade NexLog 740 DX-Series to 2 x 2TB</b> Upgrade NexLog 740 DX-Series (at time of order) to 2 x 2TB Solid State Drive Fixed Mount s/w-RAID1=2TB storage	2				
	<b>Standard NexLog 740 DX-Series: 2x2TB Fixed s/w-RAID1=2TB sto</b> Standard NexLog 740 DX-Series: 2x2TB Fixed s/w-RAID1=2TB storage	19				



Oklahoma City, OK  
 4200 Perimeter Center Drive, Suite 140  
 Oklahoma City, OK 73112  
 P: (800) 708-6423  
 www.vistacomtx.com

Houston, TX  
 9824 Whithorn Drive  
 Houston, Texas 77095  
 P: (800) 708-6423  
 www.vistacomtx.com

Sales and Support

Remit, Sales and Support

<b>NexLog 740DX Channel Bundle</b>	<b>NexLog 740DX Channel Bundle</b> Eventide User Channel Activation Bundle Provides TDM, VoIP, RoIP Licensing for Playback	1	\$119,480.00	\$119,480.00	\$80,260.00	\$80,260.00
	<b>Internal IP Recorder w/ 8 G.711 Channel Licenses</b> Internal IP Recorder w/ 8 G.711 Channel Licenses	3				
	<b>Add-on license pack (internal IP recording engine)</b> Add-on license pack (internal IP recording engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911	12				
	<b>Add-on license pack (internal IP recording engine)</b> Add-on license pack (internal IP recording engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911	12				
	<b>8-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses</b> 8-Channel Analog PCIe (PCI Express) Card, 8 Ch. Licenses	19				
<b>NexLog 740DX Software Bundle</b>	<b>NexLog 740DX Software Bundle</b> Eventide User Software Bundle and Licensing	1	\$159,710.00	\$159,710.00	\$53,067.00	\$53,067.00
	<b>DVSI 2-Port USB Decoder Unit</b> DVSI 2-Port USB Decoder for NexLogDX (for P25, DMR, MOTOTRBO, NXDN)- Max 8	8				
	<b>NexLog Access Bridge License</b> NexLog Access Bridge License (Customer is able to log into multiple base recorders with a single recorder software appearance)	20				
	<b>Intrado VIPER NG911 Call Recording Bundle (Voice, Metadata and texting)</b> Intrado VIPER NG911 Call Recording Bundle (Voice, Metadata and SMS)	2				



Oklahoma City, OK  
 4200 Perimeter Center Drive, Suite 140  
 Oklahoma City, OK 73112  
 P: (800) 708-6423  
 www.vistacomtx.com

Houston, TX  
 9824 Whithorn Drive  
 Houston, Texas 77095  
 P: (800) 708-6423  
 www.vistacomtx.com

Sales and Support

Remit, Sales and Support

	<b>EF Johnson P25 Metadata Integration</b> EF Johnson P25 Metadata Integration	2				
	<b>MediaWorks Plus Licenses</b> MediaWorks Plus (Web) Concurrent Access for 8 Users	27				
<b>Nexlog Storage &amp; Power Bundle</b>	<b>Nexlog Storage &amp; Power Bundle</b> Eventide User Storage & Power Bundle	1	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00
	<b>NAS Rackmountable Appliance Based</b> 1U NAS Rackmount Network Attached Storage Appliance (Linux Technology) With 2 2Tb Hard Drives	2				

Part Number	Services	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
<b>Prof Serv Install Bundle</b>	<b>Prof Service Installations Bundle</b> Recorder Solutions Installation Services Includes Site Installation Guides, Project Management, Pre-Configuration, Onsite Installation, System Integrations, and De-trash	1	\$45,443.00	\$45,443.00	\$45,443.00	\$45,443.00
<b>Prof Service Training Bundle</b>	<b>Prof Service Training Bundle</b> Professional Services, Training Programs Designed To Your Solution. Includes Materials, Training Class, and Follow Up Support	1	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00
				\$46,843.00		\$46,843.00

Part Number	Discount	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Vista Com	<b>Discount</b> Discount	1	(\$48,843.00)	(\$48,843.00)	(\$48,843.00)	(\$48,843.00)
				(\$48,843.00)		(\$48,843.00)



Oklahoma City, OK  
 4200 Perimeter Center Drive, Suite 140  
 Oklahoma City, OK 73112  
 P: (800) 708-6423  
 www.vistacomtx.com

Houston, TX  
 9824 Whithorn Drive  
 Houston, Texas 77095  
 P: (800) 708-6423  
 www.vistacomtx.com

Sales and Support

Remit, Sales and Support

Quote Summary		Amount
PSAP Locations		\$317,000.00
Services		\$46,843.00
Discount		(\$48,843.00)
<b>Total</b>		<b>\$315,000.00</b>

Payment Terms	No. of Payments		Amount
Net 30	1	None	\$315,000.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Eventide®

# NexLOG™

# DX SERIES™

## Advanced Recording Solutions for Mission-Critical Communications



Recording Systems • Software Solutions • Edge Capture Devices

**NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM  
Incident Reconstruction • Instant Recall • Mobile  
Quality Assessment • Screen Recording • Reporting  
VoIP • SIP • Digital • Analog • T1/E1 • ISDN • ED-137B/C**

*Eventide's mission-critical recording solutions are trusted  
by organizations worldwide to capture, secure  
and reconstruct their most important interactions.*



## ► NexLog DX-Series Communications Recording Software and Solutions

NexLog DX-Series™ recording solutions are the culmination of over 30 years of mission-critical recording experience. The DX-Series continues the NexLog tradition of reliability and ease-of-use while focusing on Digital Transformation (DX) to meet tomorrow's needs. With expanded solution architectures, as well as enhanced security, scalability and integrations, the NexLog DX-Series is truly the next generation recorder.

The NexLog DX-Series software includes multi-tier security and a web-based configuration management tool, as well as support for password policies, Active Directory, SNMP, TLS and AES-256 encryption.

The innovative *NexLog Access Bridge* option enables a scalable approach to enterprise deployments. Multiple recorders can be linked together for unified searching, replay, incident management and configuration.

### NexLog 740 DX-Series™ Recording Solution



Channel Capacity\*: 96 Analog, 96 Digital PBX, 192 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR 3U Rack-Mountable

### NexLog 840 DX-Series™ Recording Solution



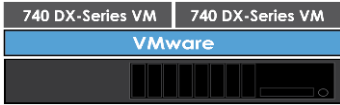
Channel Capacity\*: 240 Analog, 240 Digital PBX, 240 T1, 240 E1, 560 VoIP, 240+ P25, 240+ DMR 4U Rack-Mountable

### Smart Edge Capture Device™



**Captures, Buffers and Transfers to DX-Series Recording Solutions**  
Up to 24 Analog, 24 Digital, 48 T1, 60 E1 or 120 VoIP Channels. 1U

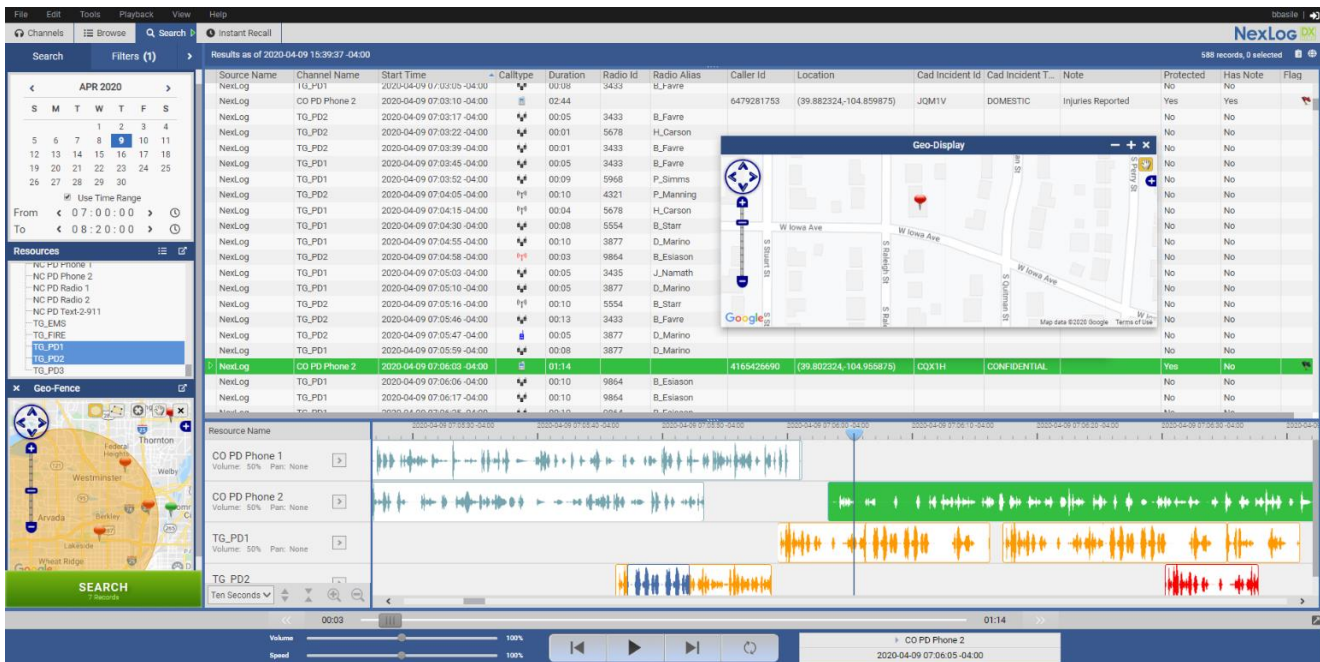
### NexLog DX-Series™ Virtual Recording Software Solution



Channel Capacity\*: 560 VoIP, 240+ P25. Add **DX-Series Smart Gateways** for Analog, Digital or Remote VoIP. Works with ESXi

## ► MediaWorks DX Software: Incident Reconstruction, Instant Recall and More!

The **MediaWorks DX**™ software option provides secure access, replay and management of audio, screen, multimedia, text and TDD recordings. It is available via web browser on PCs, tablets and phones (using secure HTML5 technology) or as a native application on a PC. MediaWorks DX provides a complete set of tools to Browse, Search, Replay, Instant Recall, Live Monitor, Reconstruct Incidents, Protect, Export and much more.



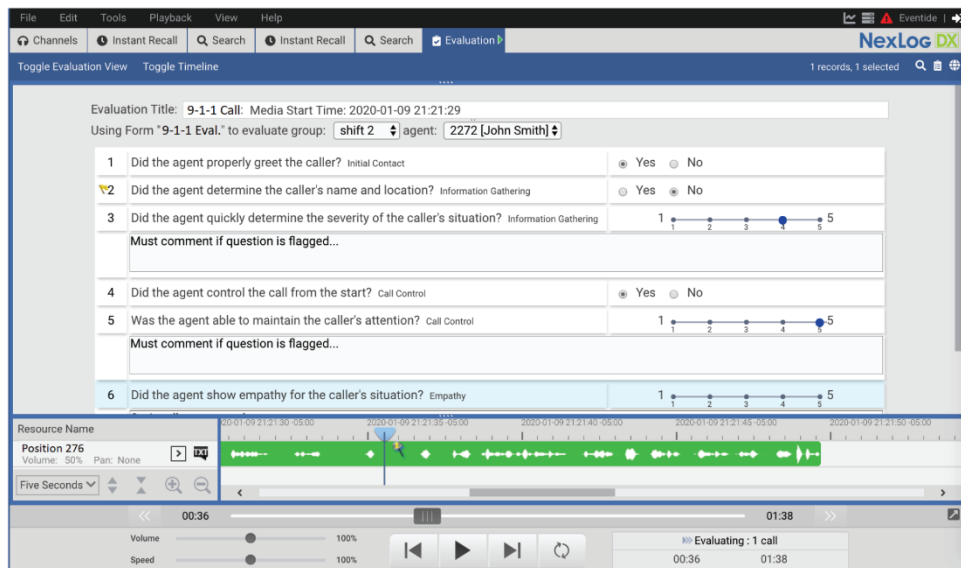
**Capabilities include:** Graphical Time-Line • Waveform Display • Talking Time and Date • Zoom In/Out • Loop Playback Skip Forward/Back • Playback AGC • Pitch-Corrected Variable Speed • Redact Audio • Obfuscate Audio • Audio Annotation • Text Annotation • Screen Replay • Text/SMS Replay • Multimedia Replay • Call Notes • Lock Recordings Protect Calls • Quarantine Recordings • Pop-Out Search Tools • Geo-Fence Search • Speech Search • Location Display\*\* Location Tracking\*\* • Multi-Parameter Search • Create Incident • Modify Incident • Attach Other Media • Split/Join Audio Clips • Restrict Access • Share Incident Folder • Pre-Set Exports • Menu Driven Export • Incident Export • Single and Multi-Recording Export • Export with Secure Standalone Player • Phone and Tablet Support • Multiple Monitor Support Configurable Layout • Dark Mode • Touch Screen Support • Accessibility Modes • Two Factor Authentication • Auditing

- Upload videos and images to an incident for storage and replay\*\*\*

## ► Quality Factor DX Software: Integrated Quality Assessment and Reporting

The *Quality Factor DX™* software option facilitates a quality assurance program to fit your agency's needs. With its built-in APCO/NENA QA/QI evaluation forms, you can quickly start measuring agent performance and help to protect your center from unwarranted conformance questions.

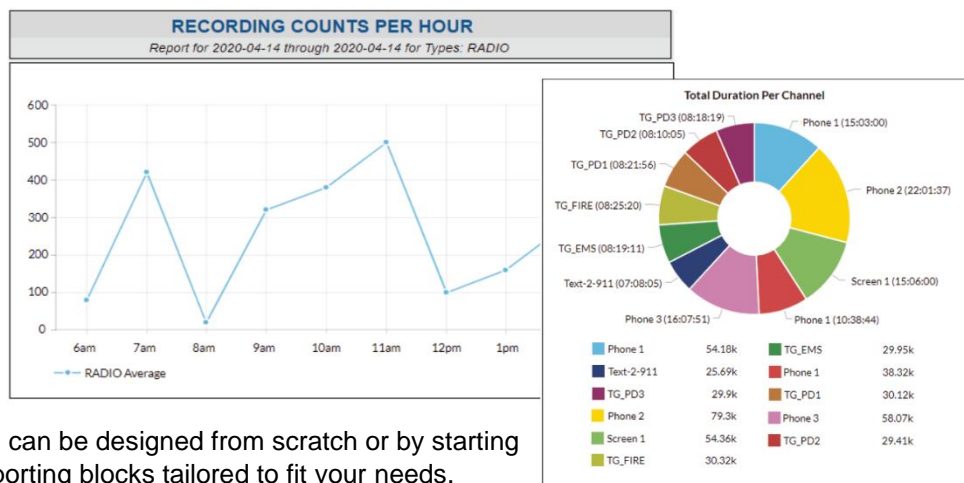
*Quality Factor DX* software includes a wide range of options for scoring, comments, notifications, scheduling, and reporting that can be selected to fit any agency. Add the optional *Screen Recording DX* software to get the complete picture via synchronized voice and screen replay.



## ► Reporting Engine DX

The flexible *Reporting Engine DX™* option provides directors and managers with business intelligence to help determine necessary staffing levels and workflows, and to help justify budgets. Radio traffic, 9-1-1 and administrative phone activity can all be joined into actionable reports.

Reports can be generated on a schedule and delivered via email, PDF, or viewed in a browser. Custom reports can be designed from scratch or by starting from a wide range of pre-configured reporting blocks tailored to fit your needs.



## ► Screen Recording DX

The *Screen Recording DX™* option allows you to capture high-quality videos of workstation activity that can be seamlessly synchronized with recorder audio. Supervisors can benefit by obtaining a better understanding of each agent's compliance with required practices and protocols. *Screen Recording DX* can capture the important imagery appearing on a user's PC screen, such as surveillance camera video, maps, or overlay application video. Screen recording replay can also aid during incident investigations and can help to document issues with other software.

The *Screen Recording DX* software can efficiently capture up to 20 frames per second, offers flexible bandwidth-limiting options, supports multiple displays and is compatible with modern Windows and Linux workstations.

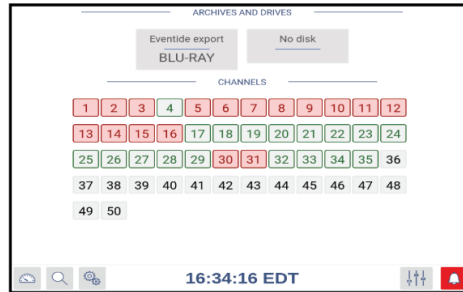
## ► NexLog DX-Series Software Update Subscription (DXSUS)

The NexLog DX-Series software continues to evolve in order to meet tomorrow's technical and security challenges, and new software versions and updates are produced on a regular basis. The *DX-Series Software Update Subscription (DXSUS™)* provides access to these important software versions and updates, which can incorporate Linux security updates, application-level security updates, and improvements to existing functionality. Each NexLog DX-Series software version is conveniently designated by its year of release, as well as its update level (example: "Version 2020.1").

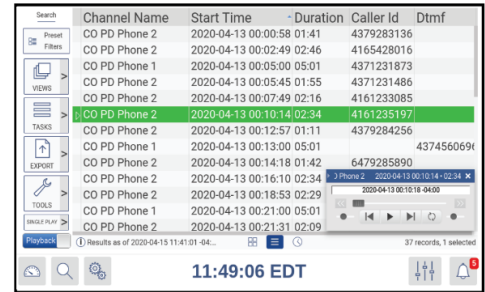
The first 12 Months of **DXSUS** coverage is included at no charge with the purchase of each DX-Series recorder, DX-Series virtual recording solution or Smart Edge Capture Device. *Yearly renewals of coverage will help assure that your NexLog DX-Series products maintain the highest levels of security, performance, functionality and supportability.*

## ► LCD Touch Screen

The optional 7" multi-touch LCD screen (on the front panel) lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status, configure the NexLog DX recording system and more.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

## ► NexLog DX-Series Interoperability:

### RADIO TECHNOLOGIES:

Motorola Astro 25  
Motorola Dimetra IP  
Motorola MotoTrbo Cap Max  
Motorola MotoTrbo Cap Plus  
Motorola MotoTrbo LCP  
Motorola MotoTrbo IPSC  
Motorola SmartNet/Zone  
Motorola MDC1200  
L3Harris VIDA P25  
L3Harris EDACS via MGW  
ISSI & OTAR for P25 Trunked  
EF Johnson ATLAS P25  
Tait P25 Trunked via ISSI  
Tait/L3Harris DMR Tier III  
Tait/L3Harris DMR Tier II  
Tait MPT-IP  
Sepura/Fylde DMR III  
Sepura/Fylde MPT1327  
ICOM iDAS Conventional  
Kenwood NexEdge Trunked  
ESChat PTT

### 9-1-1 TECHNOLOGIES:

NENA i3 SIPREC  
NENA i3 SMS/MMS/Logging  
Zetron MAX Call Taking  
Zetron Series 3200  
Intrado VIPER  
Motorola VESTA  
Motorola CallWorks  
Emergitech IP9-1-1  
TCS Solacom Guardian  
RapidSOS  
Carbyne 911  
Priority Dispatch AQUA

### CAD TECHNOLOGIES:

Southern Software  
Hexagon Edge Frontier  
New World Tyler  
MobileTec InMotion  
Motorola Spillman  
Geoconex  
RapidDeploy  
Central Square: Inform,  
Zuercher & Sungard

### DISPATCH TECHNOLOGIES:

Zetron MAX Dispatch  
Zetron ACOM Novus  
Zetron DCS-5020  
AVTEC Scout  
Motorola MCC7500  
Omnitronics Omnicore  
L3Harris SwitchPlus IP  
L3Harris Symphony  
Telex Radio Dispatch  
Telex IP-223 & IP-224  
Catalyst IP|Console  
PENTA cPCx  
Cisco IPICS  
CSS Mindshare  
CTI RadioPro Dispatch  
InterTalk Vantage DCS  
iNEMSOFT Console/Gateway  
SmartPTT Dispatch  
JPS Interoperability Solutions

### PHONE TECHNOLOGIES:

VoIP and SIP Telephones  
Digital PBX Telephones  
Analog Telephones  
2-wire Analog lines  
4-wire Analog circuits  
CAMA Trunks  
T1, E1, and ISDN Trunks  
SIP Trunks  
Cisco Built-in Bridge (BiB)  
Mitel SRC

### ADDITIONAL TECHNOLOGIES:

VMware  
AWS Cloud Storage  
Calabrio (NexLog as Gateway)  
Harding Instruments DXL Intercom  
GAI-Tronics Intercom  
Industronic PA/GA  
Thales TopSky  
ThruPut ATG  
Asterix IP Surveillance Data  
Park Air T6 GRS  
Jotron 7000 Series GRS  
Rohde & Schwarz 4400 GRS

## ► Air Traffic Management and ED-137

NexLog DX-Series recording solutions can record all types of ATC/ATM audio sources, including controller working positions, VCCS, GRS, ambient audio, and telephones. NexLog systems fully support the ED-137B/C-Part 4 (VoIP) recording interface. Eventide actively participates in EUROCAE's Working Group 67 and the EUROCONTROL VOTE group.

## ► Synchronized Replay for ATC/ATM

NexLog DX-Series systems can directly record CWP screens and provide synchronized replay of both screen and audio. NexLog DX-Series recorders can also interface with Thales airspace navigation systems for synchronized replay of audio with CWP scenario replay. A DX-Series replay control API is also available.

## ► Redundancy

NexLog 740 DX-Series and NexLog 840 DX-Series recorders each include redundant power supplies and redundant disk drives. Redundant archiving options include NAS, Blu-ray/DVD-RAM, RDX, and removable HDD.

NexLog 740 DX-Series and NexLog 840 DX-Series recorders are available in sets of multiple units for fully redundant "Active + Active" recording, storage and archiving.



© 2020 Eventide Inc. Specifications and features are subject to change without notice. Some listed features are extra-cost options. Capacities are for DX-Series units. \*Check with Eventide for mixed-type channel capacities, and for pre-sales review of digital phone, LMR, VoIP phone, and VoIP codec compatibility. \*\*Location view & tracking functions require coordinates to be delivered to the recorder and require both Chrome browser and Google Maps.



For more information please contact Us:

Vista Com

9824 Whithorn Drive, Houston, Texas 77095 USA Tel: +281-516-9800

[www.vistacomtx.com](http://www.vistacomtx.com)

Email: [Sales@vistacomtx.com](mailto:Sales@vistacomtx.com) 142339-14

# ITEM 11

## MEMORANDUM

**DATE:** August 24, 2023  
**TO:** PRPC Board of Directors  
**FROM:** Michael Peters, Deputy Executive Director, Regional 9-1-1 Director  
**THROUGH:** Dustin Meyer, Executive Director  
**SUBJECT:** Agenda Item 11  
Panhandle Regional 9-1-1 Network Advisory Committee Appointments

### BACKGROUND

The Panhandle Regional 9-1-1 Network Advisory Committee is composed of a representative from each of the region's 21 public-safety answering points and three representatives from the telecommunication industry. The Procedures and Policies of the Panhandle Regional 9-1-1 Network Advisory Committee requires members to serve staggered three year terms, limited to two consecutive three-year terms. The Committee is designed to provide general guidance and policy direction to the Panhandle Regional 9-1-1 project.

As the Regional 9-1-1 Network Advisory Committee will be meeting one week prior to this meeting, staff will bring the recommended list of candidates after they have been approved by the Regional 9-1-1 Advisory Committee.

### RECOMMENDATION:

It is staff's recommendation to approve and appoint these nominations to serve on the Planning Commission's Regional 9-1-1 Network Advisory Committee.

# ITEM 12

## MEMORANDUM

**DATE:** August 24, 2023  
**TO:** PRPC Board of Directors  
**FROM:** Amber Gerber, Local Government Services Program Specialist  
**THROUGH:** Dustin Meyer, Executive Director  
**SUBJECT:** Agenda Item 12  
Regional Public Transportation Coordination Planning Application  
and Contract

### BACKGROUND

PRPC has been in the Public Transportation Arena since 2006 with the adoption of the Region's first Regional Transportation Coordination Plan. Since then, much has been accomplished through the partnership of PRPC Staff and the Advisory Committee, the Panhandle Regional Organization to Maximize Public Transportation (PROMPT). In 2022, the fourth iteration of the Comprehensive Plan was adopted which set forth new goals for another 5-year planning process.

With the adoption of the 2022-2026 Regionally Coordinated Public Transportation Plan, the PRPC and PROMPT set forth specific areas of focus to conduct in-depth research that includes increasing outreach to transportation users, exploring new opportunities for multi-modal connections within the existing transit system, identifying opportunities for coordination and centralization of service or resource pooling, and improving connectivity between transportation agencies and resources.

This month, TxDOT informed PRPC that they would receive \$40,000 to continue work on the coordinated transportation planning process for the third period in the 2024 program year based upon state-wide metrics data. LGS Staff have prepared and submitted an application to receive these funds and anticipates that a project grant agreement (PGA) with TxDOT to receive these funds will be received by September 1<sup>st</sup>, 2023.

These funds will allow PRPC staff to continue to hold PROMPT meetings, continue public involvement, and begin work on planning and assessments for individual needs identified in the 2022-2026 Regionally Coordinated Transportation Plan.

### RECOMMENDATION

PRPC staff recommends that the Board of Directors authorize the Executive Director of the PRPC to submit the application for continuation funding and execute the project grant agreement with the Texas Department of Transportation to receive the Public Transportation Coordination Project planning grant funding to continue activities associated with the regionally coordinated transportation planning process.

# ITEM 13



## MEMORANDUM

**DATE:** August 24, 2023  
**TO:** PRPC Board of Directors  
**FROM:** Amber Gerber, Local Government Services Specialist  
**THROUGH:** Dustin Meyer, Executive Director  
**SUBJECT:** Agenda Item 13  
Resolution to Support the Future Texas Interstate Highway 27 Extension

### BACKGROUND

Regional Councils of Government are created under Chapter 391 of the Texas Local Government Code. The purpose of Regional Councils is to “Join and cooperate to improve the health, safety, and general welfare of their residents and Plan for the future development of communities, areas, and regions...” one of the key items that is listed after those three dots is “Transportation is improved”.

PRPC Staff has worked closely with transportation related issues over the past 19 years in the areas of both public transportation (through the PROMPT) and road infrastructure through two RPO's. Going back even further, the PRPC has long been a supporter of the Ports-to-Plains Coalition that seeks to further strengthen the North/South Corridor that runs all the way from the Gulf Coast to Canada bringing goods and services through the Texas Panhandle. The 100 miles of I-27 that runs from Lubbock to Amarillo is a key piece of the Ports-to-Plains spine. PRPC participated in the 2019 Support Resolution for the Extension of Interstate 27.

Ports-to-Plains has begun getting some traction with the designation accomplished of the extension of the I-27 and associated infrastructure improvements. The expansion of I-27 holds great promise for the Texas Panhandle in that it can increase commercial traffic in the region for economic development purposes and improve the infrastructure running along the corridor. The updated Resolution accomplishes two purposes: Urges the Federal Congressional Delegation and TxDOT to invest in the development and construction of Future Interstate Highway 27. Urges TxDOT to invest in the development and construction of Future Interstate Highway 27 through pre-UTP Planning Authority, Development Authority within the UTP; and Letting Authority within the UTP.

The Ports-to-Plains Alliance is seeking broad support for the continuation of the federal designation of I-27. Attached you will find a fact sheet on HB1079 as well as an updated resolution of support for the I-27 expansion concept. Staff feels that any expansion of the I-27 concept is beneficial to the Texas Panhandle region.

### RECOMMENDATION

PRPC staff recommends that the PRPC Board of Directors authorize the Executive Director to execute an updated resolution supporting the Ports-to-Plains efforts in the planning and construction of the Future Interstate Highway 27.

# FACT SHEET


## House Bill 1079

### Overview

1. TXDOT is conducting a comprehensive study of the Ports-to-Plains Corridor and must evaluate the feasibility of the costs and logistical matters associated with the improvements that create a continuous flow, four-lane divided highway that meets interstate highway standards. TXDOT will establish a Port-to-Plains Corridor Advisory Committee to assist TXDOT in conducting the study as well as segment committees for each geographic segment along the corridor.

### Bill Highlights

1. The Ports-to-Plains Corridor Advisory Committee is composed of:
  - a. The county judge, or an elected official or the administrator of the county's road department, as designated by the county judge, of each county along the Ports-to-Plains Corridor, including the counties along the possible extensions of Interstate Highway 27.
  - b. The mayor, or the city manager or assistant city manager as designated by the mayor of Amarillo, Big Spring, Carrizo Springs, Dalhart, Del Rio, Dumas, Eagle Pass, Eldorado, Lamesa, Laredo, Lubbock, Midland, Odessa, San Angelo, Sonora, Sterling City , Stratford, and Tahoka.
2. The Ports-to-Plains Corridor Advisory Committee will meet at least twice each year on a rotational basis in Lubbock and San Angelo.
3. TXDOT in conjunction with the Ports-to-Plains Advisory Committee will also establish segment committees for each geographic segment along the Ports-to-Plains Corridor as determined by TXDOT.
4. The segment committees are composed of:
  - a. Volunteers who may represent municipalities, counties, MPO's, ports, chamber of commerce, and economic development organizations, the oil and gas industry, the trucking industry, department representatives and any other interested parties along that segment of the Ports-to-Plains Corridor.

- 
5. No later than June 30, 2020, each segment committee will submit to the Ports-to-Plains Advisory Committee and adhere to certain criteria and include priority recommendations for improvement and expansion of the Ports-to-Plains Corridor.
  6. No later than October 31, 2020, the Ports-to-Plains Advisory Committee will compile reports submitted by each segment committee and submit to TXDOT.
  7. The Ports-to-Plains and each segment committee will conduct extensive public involvement campaigns for feedback on preliminary recommendations made by the committees before submitting reports.
  8. No later than January 1, 2021, TXDOT will submit a report on the results of the study to the governor, the lieutenant governor, the speaker of the house of representatives, and the presiding officer of each standing committee of the legislature with jurisdiction over transportation matters.

More information on House Bill 1079 can be found at this link provided below:

<https://capitol.texas.gov/tlodocs/86R/billtext/html/HB01079S.htm>

Or scan using your phone:



**A RESOLUTION SUPPORTING THE PLANNING AND CONSTRUCTION  
OF THE FUTURE INTERSTATE HIGHWAY 27 IN TEXAS.**

**WHEREAS**, Congress designated the Ports-to-Plains Corridor in Texas as a High Priority Corridor on the National Highway System;

**WHEREAS**, Congress designated the Ports-to-Plains Corridor in Texas and New Mexico as a Future Interstate Highway;

**WHEREAS**, the Ports-to-Plains Corridor Interstate Feasibility Study (the "Study") provided an estimate of the economic impact of the Future Interstate Highway in Texas that includes \$55.6 billion in increased GDP in Texas, a 76% Return on Investment, and a Cost/Benefit Ratio of 2.4;

**WHEREAS**, inclusion in the Unified Transportation Plan (UTP) is important to the planning and construction of the future interstate highway because the UTP includes all transportation projects that TxDOT is developing for construction over the next 10 years;

**WHEREAS**, a portion of the Planning Authority required for an interstate highway is available prior to inclusion in the UTP;

**WHEREAS**, within the UTP funding is available for Development Authority including Initial Design, Right-of-Way, and Environmental; and

**WHEREAS**, Federal funding through discretionary grants and appropriations requests will accelerate the development and construction of the Interstate Highway.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE PANHANDLE REGIONAL PLANNING COMMISSION BY THE STATE OF TEXAS:**

**Section 1.** That the Panhandle Regional Planning Commission urges TxDOT to invest in the development and construction of Future Interstate Highway 27 through pre-UTP Planning Authority, Development Authority within the UTP; and Letting Authority within the UTP.

**Section 2.** We urge the Federal Congressional Delegation and TxDOT to invest in the development and construction of Future Interstate Highway 27.

**Section 3.** This resolution to be in full force and effect from and after its passage and approval.

**Section 4.** If any portion or provision of this resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

**ADOPTED AND APPROVED** this 24th day of August, 2023.

---

Dustin Meyer, Executive Director, Panhandle Regional Planning Commission

ATTEST

---

Melissa Whitaker, Executive Assistant, Panhandle Regional Planning Commission

# ITEM 14

## **MEMORANDUM**

**DATE:** August 24, 2023  
**TO:** PRPC Board of Directors  
**FROM:** Alex Guerrero, Local Government Services Director  
**THROUGH:** Dustin Meyer, Executive Director  
**SUBJECT:** Agenda Item 14  
Texas Community Development Block Grant - State Urgent Need  
Fund Interlocal Agreement for Application Assistance Services

### **BACKGROUND**

On June 15<sup>th</sup>, 2023, the City of Perryton faced a devastating tornado causing significant damage to homes, businesses, and vital infrastructure. Tragically, the event resulted in three casualties and inflicted significant losses on the community. The city promptly undertook measures to restore normalcy, but substantial expenses were incurred to repair local infrastructure.

Preliminary assessments noted the destruction or damage of around 30 businesses (employing approximately 400 individuals) and nearly 400 homes due to the tornado's impact. The city's gas system, owned and operated by Perryton, was also temporarily offline, though swift action ensured its rapid recovery and the resumption of service to the community.

Prompt action by the City of Perryton, along with the Governor's Disaster Declaration, facilitated their application to the State Urgent Need (SUN) Fund program under the Texas Department of Agriculture. This program offers financial aid for disaster relief in cases where a state disaster declaration has been proclaimed. The program prioritizes funding for crucial needs like water and sewer infrastructure, along with the reconstruction and rehabilitation of public facilities and utilities. With a funding range of \$100,000 to \$500,000, the SUN Fund program requires no matching funds from the community.

Following the same format established during TxCDBG application process, an interlocal agreement has been developed in order to comply with TDA programmatic requirements as well as maintain the long-established tradition of conducting application preparation at no charge to communities in the region. The interlocal agreement will easily allow for an optional amendment to be considered upon notice of award that will allow PRPC to provide the project management services if so desired by the applicant.

### **RECOMMENDATION**

PRPC staff recommends that the Board of Directors authorize the Executive Director of the PRPC to execute Interlocal Cooperation Contract with the City of Perryton to provide Texas Community Development Program – State Urgent Need Fund Application Assistance Services.

INTERLOCAL COOPERATION CONTRACT  
FOR APPLICATION DEVELOPMENT AND MANAGEMENT SERVICES  
TXCDBG STATE URGENT NEED FUND

\*\*\*\*\*

THE STATE OF TEXAS

§  
§  
§

AGREEMENT FOR SERVICES

COUNTY OF POTTER

WHEREAS, this Contract is made and entered into this the 8<sup>th</sup> day of August, 2023 by and between the City of Perryton, acting by its duly authorized Mayor, after obtaining a resolution of its governing body authorizing this contract and the PANHANDLE REGIONAL PLANNING COMMISSION (PRPC), a political subdivision of the State of Texas organized under Chapter 391 of the Texas Local Government Code, acting by its duly authorized executive director.

WHEREAS, both parties to this Contract are local governments as defined in Chapter 791 of the Texas Government Code, and this Contract is entered into pursuant to the provisions of said Code which is commonly referred to as The Interlocal Cooperation Act. Pursuant to code 2 CFR 200.318(e) in an effort to foster a greater economy and promote cost efficiency, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

WHEREAS, PRPC is agreeable to provide grant application preparation and grant administration expertise (if funded) needed by the City of Perryton for the TxCDBG State Urgent Need Fund under the terms and conditions found in this contract.

*WHEREAS, this Interlocal Agreement is comprised of Part A (Application Development) services to be rendered at no cost to City of Perryton and Part B (Project Management) services to be rendered at a cost to be agreed to in an amendment to this contract in the event that the City of Perryton receives funding under the TxCDBG State Urgent Need Fund program.*

NOW, THEREFORE PRPC agrees to provide application development services at no cost to City of Perryton. The following described application development and management services to the City of Perryton, to-wit:

A. Application Development

1. Pre-Development (unrelated to project specific development & which may have occurred prior to interlocal agreement under existing PRPC/City relationships)
  - a. Hold and Conduct public hearing required for application submittal.
  - b. Assist in the preparation and presentation of required resolution for application submittal to the Texas Department of Agriculture.
  - c. Assist in pre-application engineering selection including proper procurement methods as dictated by the TxCDBG State Urgent Need Fund program implementation manual as appropriate to the City.
2. Provide general advice and technical assistance to the City of Perryton on application development and regulatory matters.
3. Furnish the City with necessary forms and procedures required for documentation of low/moderate income level qualifications.
4. Assist the City in application preparation and development meeting all grant application requirements.
5. Coordinate with project engineer to development and include required service area maps, cost estimates and other documentation as required by the grant application process.
6. Prepare and publish final notice of application submittal.

7. Final determination on the submission of an application under the TxCDBG State Urgent Need Fund program will be at the City's discretion as noted in their resolution authorizing a local official to submit said application.

## **B. Project Management**

1. Development of details related to project management activities and fees will be specified via an amendment to this contract at such time as the TxCDBG State Urgent Need Fund Application is selected for funding (if selected).
2. The Project Management amendment will include administrative fees as developed in City of Perryton's TxCDBG State Urgent Need Fund Application and all TDA and HUD required language for administrative contracts at the time of TxCDBG State Urgent Need Fund funding award.
  - a. Attachment A to this Interlocal Contract is a contingency draft amendment to be considered to detail administrative deliverables and TDA/HUD language for projects funded under the TxCDBG State Urgent Need Fund program.
3. It is expressly understood that the execution of this interlocal contract does not imply or guarantee City of Perryton will receive funding under the TxCDBG State Urgent Need Fund program.
4. The execution of this interlocal agreement establishes a contractual relationship between PRPC and City of Perryton prior to the development of an application to the TxCDBG State Urgent Need Fund program pursuant any interpretation of 2 CFR 200.317-200.326.

In consideration of the services described in the foregoing paragraph, and in consideration of a future amendment to include project management activities and cost, to be rendered by PRPC, to the City of Perryton, the PRPC agrees that application development activities will be at no cost to the City of Perryton.

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

## **TERMS AND CONDITIONS**

### **Modification/Amendment:**

The City of Perryton and PRPC may, upon mutual agreement, modify or amend this contract. Modifications, including any increase or decrease in the amount of compensation or scope of services, will be incorporated into this contract and finalized through a signed, written amendment.

### **Assignability:**

The City of Perryton and PRPC may assign interest in this Contract (whether by assignment or novation) with the written consent of the other.

### **Termination of Contract for Cause:**

If, through any cause, PRPC shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if PRPC shall violate any of the covenants, conditions, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to PRPC of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by PRPC under this Contract shall, at the option of the City, become its property and PRPC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, PRPC shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by PRPC, and the City may withhold any payments to PRPC for the purpose of set off until such time as the exact amount of damages due the City from PRPC is determined.

### **Termination for Convenience of the City:**

The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to PRPC. If the Contract is terminated by the City as provided herein, PRPC will be paid for the time provided and expenses incurred up to the termination date.



**Termination for Convenience of PRPC:**

PRPC may terminate this Contract at any time by giving at least ten (10) days notice in writing to the City. If the Contract is terminated by PRPC as provided herein, the City will be provided all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by PRPC under this Contract.

**Waiver of Extra-contractual Liability**

The PRPC shall not be held liable or responsible for the funding selection and project performance determinations by the Texas Department of Agriculture. It is the City’s final responsibility to meet all TxCDBG State Urgent Need Fund application requirements and project administration requirements (contingent upon funding) associated with the program.

**Severability**

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

**Interest of Members of a City:**

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the TxCDBG State Urgent Need Fund Grant award between TDA and the City, shall have any personal financial interest, direct or indirect, in this Contract. PRPC shall take appropriate steps to assure compliance.

**Interest of Other Local Public Officials:**

No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the TxCDBG State Urgent Need Fund Grant award between TDA and the City, shall have any personal financial interest, direct or indirect, in this Contract; and PRPC shall take appropriate steps to assure compliance.

**Interest of PRPC and Employees:**

PRPC covenants that it presently has no interest and shall not acquire interest, direct or indirect, with the TXCDBG STATE URGENT NEED FUND award between TDA and the City, or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. PRPC further covenants that in the performance of this Contract, no person having any such interest shall be employed.

EXECUTED this 8<sup>th</sup> day of August, 2023

PANHANDLE REGIONAL PLANNING COMMISSION

By \_\_\_\_\_

Dustin Meyer, Executive Director

City of Perryton

By \_\_\_\_\_

Kerry Symons, Mayor

# ITEM 15

## MEMORANDUM

**DATE:** August 24, 2023  
**TO:** PRPC Board Members  
**FROM:** Daphne Morcom, Regional Services Program Specialist  
**THROUGH:** Dustin Meyer, Executive Director  
**SUBJECT:** Agenda Item 15  
Regional Criminal Justice Advisory Committee Appointments

### BACKGROUND:

The main duties of the Criminal Justice Advisory Committee (CJAC) are to oversee the grant programs made available through the Office of the Governor's Criminal Justice Division. Funding comes from a variety of state and federal sources which includes:

- VOCA Funds through the Victims of Crime Act;
- VAWA funds through the Violence Against Women Act;
- JAG Funds through the Edward Byrne Justice Assistance Grants and State 421 Funds; and
- JJDP Funds through the Juvenile Justice and Delinquency Prevention Act.

PRPC Administrative Regulation No. 34 establishes the size and composition of the committee and sets the member term lengths. The CJAC is comprised of at least 17 members, who serve 3-year staggered terms, with one-third of the membership being appointed or reappointed by the PRPC Board each year. There are currently no term-limits for this committee.

PRPC Administrative Regulation No. 34 sets out the composition of the CJAC as follows:

1. The Panhandle Regional Criminal Justice Advisory Committee shall be comprised of at least seventeen (17) members and composed as follows:
  - a. No more than four (4) individuals representing the region's law enforcement community.
  - b. At least one (1) individual representing the region's juvenile justice system.
  - c. At least one (1) individual representing the region's drug abuse prevention services/programs.
  - d. At least one (1) representative of a non-profit organization concerned with criminal justice/law enforcement matters.
  - e. At least one (1) representative of an organization involved with the provision of victims' services or advocating the rights of victims.
  - f. At least one (1) individual who represents the region's mental health service providers.

- g. No more than four (4) individuals who represent prosecution or the region's courts system.
- h. At least one (1) individual who represents the region's education system.
- i. At least one (1) individual who will serve as a concerned citizen or member of a parent organization.
- j. At least one (1) individual who represents the region's municipalities.
- k. At least one (1) individual who represents the region's counties.

This year, four members were up for re-appointment and five member needed to be replaced. PRPC staff has contacted all of the FY 2024 recommended appointees and all have confirmed that they are all willing and able to serve. They include the following:








<u>Name</u>	<u>Title/Organization</u>	<u>Area of Interest</u>
Nina Parvin	Lieutenant, Randall County Jail Division	Prosecution or Regional Court System
Traci Rogers	Executive Director, No Boundaries International Amarillo	Non-profit Organization
Joe Jarosek	City Manager, City of Canadian	Regional Municipalities
Monty Hysinger	Superintendent, Dumas ISD	Regional Education System
Shalyn Hamlin	District Attorney, Castro County	Prosecution or Regional Court System (Partial Term)
Louis Sanchez	Captain, Amarillo Police Department	Regional Law Enforcement (Partial Term)
Landon Swan	Police Chief, Hereford Police Department	Regional Law Enforcement
Sandra Garza	TCOOMMI Program Director, Texas Panhandle Centers	Regional Mental Health
Karen McGahen	Assistant Executive Director, Tralee Crisis Center	Victim Services

**RECOMMENDATIONS:**






PRPC staff recommends that the PRPC Board of Directors approve the nominated individuals for appointment or reappointment to serve on the FY 2024 Regional Criminal Justice Advisory Committee.

## FY 2024 CJAC MEMBERSHIP COMPOSITION CHART








### Term Beginning October 1, 2021 - Expires September 30, 2024

Lukas Day		1	Clinical Director, Professional Counseling & Bio-Feedback Ctr.
Anna Kate Nobile		3	Chief Officer, Castro/Swisher Juvenile Probation Dept.
Stephanie Fowler		2	Chief Officer, Dallam-Hartley-Sherman Juv. Probation Dept.
Louis Sanchez		1	Captain, Amarillo Police Department (Partial Term)
Hattie Sanderson		1	Victims Assistance Coordinator, 100 <sup>th</sup> District Attorney Office
Shalyn Hamlin		1	District Attorney, Castro County (Partial Term)
Norma Luginbyhl		5	Executive Director, Hutchinson County Crisis Center












### Term Beginning October 1, 2022 - Expires September 30, 2025

Sace Hardman – VICE CHAIR		4	Police Chief, Panhandle Police Department
Terry Bouchard		2	Sheriff, Ochiltree County
Shelly Bohannon		3	Executive Director, The Bridge, Children’s Advocacy Center
Kent Birdsong		3	District Attorney, Oldham County
Shannon Ellis		1	Concerned Citizen/Parent Organization

### Term Beginning October 1, 2023 – Expires September 30, 2026

Nina Parvin		5	Lieutenant, Randall County Jail Division
Traci Rogers		3	Executive Director, No Boundaries International Amarillo
Joe Jarosek		3	City Manager, City of Canadian
Landon Swan		1	Police Chief, Hereford Police Department
Monty Hysinger		6	Superintendent, Dumas ISD
Karen McGahen		1	Assistant Executive Director, Tralee Crisis Center
Sandra Garza		1	TCOOMMI Program Director, Texas Panhandle Centers

#### Legend

Symbol	Number Required	Type of CJAC Member
	At least 4	Regional Law Enforcement Community Members
	At least 1	Regional Juvenile Justice System
	At least 1	Regional Drug Abuse Prevention Services/Programs
	At least 1	Non-Profit Organization Concerned with Criminal Justice/Law Enforcement Matters
	At least 1	Organization involved with the Provision of Victims Services/Avocation
	At least 1	Regional Mental Health Service Provider
	At least 4	Prosecution or Regional Court Systems
	At least 1	Regional Education System
	At least 1	Concerned Citizen or Parent Organization
	At least 1	Regional Municipalities
	At least 1	Regional Counties

# ITEM 16

## MEMORANDUM

**DATE:** August 24, 2023

**TO:** PRPC Board Members

**FROM:** Daphne Morcom, Regional Services Program Specialist

**THROUGH:** Dustin Meyer, Executive Director

**SUBJECT:** Agenda Item 16  
Regional Law Enforcement Academy Contract

### **BACKGROUND:**

Each year the PRPC applies for funding through the Governor's Criminal Justice Division (CJD) to support law enforcement training activities in the region. This training is provided to regional officers through the Panhandle Regional Law Enforcement Academy (PRLEA).

PRPC has contracted with Amarillo College to operate the PRLEA since its inception. Outside of the Amarillo Police Academy, which is reserved for the training of Amarillo's police force, the PRLEA is the only other TCOLE-certified (Texas Commission on Law Enforcement) basic training academy in the region. The vast majority of officers currently employed throughout the region graduated from the PRLEA and in the course of a normal year, nearly every officer will take advantage of the Academy's in-service training opportunities.

As training requirements and liability levels increase on law enforcement, it is important that the peace officers in our region develop and maintain a professional expertise and awareness of the law. The foundation for that expertise is built with a solid Basic Peace Officer certification and then maintained through continuing education. For the past five decades, law enforcement agencies of the Panhandle have come to rely on the training services provided through the PRLEA to meet their staffing needs and to keep their officers' policing skills and knowledge of the law current.

Earlier this month, PRPC staff met with Amarillo College (AC) to discuss the terms of this year's contract. A draft copy of that agreement is attached for your review. As done with the last contract, we are going to maintain the proportional payment approach. This approach enabled the PRLEA to provide In-Service courses throughout the contract period as opposed to exhausting all the funds six months into the contract. Those two payment categories include the following:

**Basic Law Enforcement Training:** TCOLE certification is a prerequisite to becoming employed as a peace officer in the State of Texas. Through this training, students attend classes and must pass an exam making them eligible to receive certification from the

Texas Commission on Law Enforcement. Two Basic academies will be conducted in 2024 and we've allocated enough funding for scholarships to students in each academy. For FY 2024 we have at least ten (10) scholarship positions available.

**In-Service Training**: To maintain TCOLE certification, an officer must obtain continuing education to remain current on new laws and specialized topics pertinent to criminal justice. In-Service Training covers a wide range of training topics specifically designed to achieve this goal for licensed peace officers in the region.

The contract only pays for training delivered to TCOLE-certified officers employed by a city or county in the region. However, quite often, individuals from other agencies will attend training along with the officers being covered under the PRPC's contract. The other agencies pay for their training costs separately.

**RECOMMENDATIONS:**

PRPC staff recommends the PRPC Board of Directors authorize the Executive Director to enter into contract with Amarillo College for the operation of the Panhandle Regional Law Enforcement Academy for FY 2024.



PANHANDLE REGIONAL LAW ENFORCEMENT ACADEMY (PRLEA)  
FY2024 LAW ENFORCEMENT TRAINING AND EDUCATION CONTRACT

STATE OF TEXAS           §  
  §  
COUNTY OF POTTER       §

1. This contract is made by and between the Panhandle Regional Planning Commission (hereinafter, “PRPC”), and Amarillo College, and is intended to aid in the implementation of a grant provided to the PRPC through the Criminal Justice Division of the Governor’s Office (hereinafter, “CJD”) [CJD Grant Number 1426919 Law Enforcement Education and Training]. Therefore, it is understood by all parties that payment obligations created by this contract are conditioned upon the availability of Federal and/or State funds appropriated or allocated for the payment of such obligations.
2. The term of this contract will commence on September 1, 2023 and end on August 31, 2024, unless extended or terminated as otherwise provided for in this contract.
3. Unless otherwise amended in accordance with Article 4; Subpart 4.6 herein, the maximum amount to be paid by the PRPC to Amarillo College under this contract will not exceed **seventy-two thousand one hundred eighty dollars and zero cents (\$72,180.00)**.
4. Amarillo College agrees that if any law enforcement training funding is carried over into this contract term from the previous year’s PRLEA contract; those funds will be fully expended before any of the funds provided under this current year contract are spent. Any such carry-overs must be approved in advance by the PRPC.
5. The service area encompassed by this contract includes the 26-county area of the Texas Panhandle; referred to herein as Texas State Planning Region 1.

ARTICLE 1: MUTUAL OBLIGATIONS

- 1.1. The PRPC will be responsible for closely monitoring Amarillo College and for the exercise of reasonable care to enforce all terms and conditions of the CJD grant supporting this contract. Amarillo College agrees to fully cooperate in the monitoring process.
- 1.2. The requirements of the *Texas Grant Management Standards (TxGMS)*, promulgated pursuant to Chapter 783 of the Government Code, along with the applicable rules and documents referenced in Section 3.19 of the Texas Administrative Code, are adopted by reference as part of this contract. The PRPC and Amarillo College agree to carry out their respective obligations under this contract in conformance with those standards.
- 1.3. The PRPC will assist Amarillo College in establishing record management procedures that comply with the requirements of the CJD grant and periodically inspect such records to ensure that they are properly kept. Amarillo College agrees to maintain those procedures.

- 1.4. PRPC and Amarillo College will each retain the records generated during this contract term for at least three (3) years following the closure of their most recent audit report and until any outstanding litigation; audit or claim has been resolved.

PRPC and Amarillo College both agree that these records are subject to inspection by the CJD, or any state or federal agency authorized to inspect the same.

- 1.5. Per the conditions of the CJD grant supporting this contract, the PRPC and Amarillo College agree:
  - 1) Amarillo College will remain in compliance with TCOLE rules and performance standards during the contract period.
  - 2) PRPC will immediately notify CJD if Amarillo College is placed on probationary status by TCOLE during the contract period.
  - 3) Amarillo College's training courses provided will not duplicate TCOLE -approved online or distance learning courses unless they are expanded to include additional topics.
  - 4) Grant funds used for scholarships and/or stipends for students will include a public acknowledgement of funding from the Office of the Governor, Criminal Justice Division.
  - 5) Any training programs under development will be reviewed and approved by TCOLE before any students are enrolled in the program.

## ARTICLE 2: AMARILLO COLLEGE'S OBLIGATIONS

- 2.1. Amarillo College, through its training division, the Panhandle Regional Law Enforcement Academy (hereinafter, "PRLEA"), will offer and conduct the following during the September 1, 2023 through August 31, 2024 contract term:
  - 2.1.1 Conduct a minimum of two (2) basic law enforcement training academies consisting of at least the minimum number of accredited hours of training necessary to be in accordance with the Rules and Regulations of the Texas Commission on Law Enforcement (TCOLE). The number of basic law enforcement training academies conducted will be subject to local need.
  - 2.1.2 Using the funds identified in Subsection 3.1.2. below; conduct an estimated Eleven Thousand Five Hundred (11,500) contact hours or more of law enforcement officer in-service training. The curricula will be approved by the Panhandle Regional Law Enforcement Academy (PRLEA) Advisory Committee, Amarillo College, PRPC, TCOLE and all courses offered will meet the guidelines as may be established by the CJD.
- 2.2 The PRLEA will operate for up to twelve (12) months and not less than nine (9) months during the contract term.
- 2.3. No minimum or maximum enrollment requirements exist for either the basic law enforcement training courses or the specialized training courses. However, the PRLEA will ensure that a minimum enrollment of ten (10) students is maintained for each of the in-service training courses conducted.

- 2.4. The PRLEA will coordinate and conduct the in-service training courses in satellite locations throughout Texas State Planning Region 1 as well as in Amarillo.
- 2.5. Each in-service training course will be open to TCOLE certified law enforcement officers employed by municipal, county as well as certified law enforcement officers employed by primary and secondary schools in Region 1 that levy a property tax to support their operations (together “ISD”).
- 2.6. The PRLEA will furnish the PRPC’s Regional Services Program Coordinator a TCOLE Form following the completion of each training course provided under this contract.
- 2.7. Amarillo College may invoice the PRPC for the training services provided under this contract no more than one time per month. Billing for these services will be provided in the same manner as it would be provided to institutional purchasers in the absence of a grant and will include a brief statement of the service or other items provided and the basis for the billing rate. The invoice is due to PRPC by the 15<sup>th</sup> of the following month.
- 2.8. The PRLEA’s Director or designee's duties may include but are not limited to the following: facilitating meetings of the PRLEA Advisory Committee, meeting with the Panhandle region’s law enforcement administrators and agencies about academy matters; scheduling of basic and in-service courses; registration of students; recruitment of instructors; serving as an interface between the PRLEA and TCOLE.

The PRLEA Director or designee will ensure that a current, multi-month, public access training schedule for upcoming In-Service courses is maintained at both [www.plets.org](http://www.plets.org) and [www.actx.edu/cj](http://www.actx.edu/cj). The Director or designee will also remain current in training concepts of regional law enforcement academies by attending, when possible, meetings, workshops and seminars as assigned for regional training academies by TCOLE at the expense of Amarillo College.

- 2.9. During the performance of this contract, Amarillo College agrees as follows:
  - 2.9.1 Amarillo College will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. Amarillo College will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Amarillo College agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.
  - 2.9.2 Amarillo College will, in all solicitations or advertisements for employees placed by or on behalf of Amarillo College, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

2.9.3 Amarillo College will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

### ARTICLE 3: PRPC'S OBLIGATIONS

3.1. Payment for the services described in Article 2, Subparts 2.1.1 - 2.1.2 will be made as follows:

#### 3.1.1 Basic Law Enforcement Training

The PRPC will reimburse Amarillo College for scholarship students who complete the basic law enforcement training course and receive twenty-six (26) college credit hours (with a curriculum that includes at a minimum any current commission [TCOLE] developed course required before an individual may be licensed by the commission and which satisfies the most current revision of the TCOLE Licensee Training Mandate Guide). It's understood that required minimum basic training hours are subject to change as may be required by TCOLE.

A *scholarship* student is an individual whose Basic Law Enforcement training costs are being paid in part or in full under this contract.

PRPC will reimburse Amarillo College for tuition, supplies, and fees for a scholarship in-district student at a rate not to exceed **\$2,954.00** per student and for a scholarship out-of-district student, at a rate not to exceed **\$4,072.00** per student. The PRPC will not reimburse Amarillo College for out-of-state students or students from outside Texas State Planning Region 1. Unless otherwise amended in accordance with Section 4.6 below, total reimbursement for basic law enforcement training will not exceed **\$32,576**.

The PRLEA will collect a co-pay tuition amount of \$350.00 from each PRPC sponsored student enrolled in the basic law enforcement training course. The co-pay funds will be remitted to the PRPC and placed into an Out-Of-Region Training Fund (ORT). The ORT funds may be used in part to support the training costs of TCOLE-certified law enforcement officers employed by municipal and/or county law enforcement agencies only, in Texas State Planning Region 1 who must travel outside of the region to participate in TCOLE-sanctioned training courses or for any other purpose, as deemed appropriate by the PRPC's Executive Director, that will advance the training goals of the PRLEA.

The selection guidelines for determining candidate eligibility for a PRLEA scholarship are shown as Exhibit A to this contract.

#### 3.1.1.1 Basic Law Enforcement Training Pre-Admission Evaluation Costs

RESERVED FOR FUTURE USE

#### 3.1.2 In-Service Courses

The PRPC will reimburse Amarillo College for the in-service training of TCOLE-certified law enforcement officers employed by municipal, county and ISD law enforcement agencies located in Texas State Planning Region 1 provided these courses meet the guidelines of the most recent Governor's Criminal Justice Plan for Texas.

The PRPC will reimburse Amarillo College for each in-service course in an amount equal to the actual course costs, inclusive of instructor(s) costs, course fees and any required course supplies; proportioned to the number of contract-eligible students, as defined by Section 2.5 herein, that comprise the total number of students attending the course.

For example, if 10 of 20 students attending an in-service course are contract-eligible, then the PRPC's share of the actual course costs would be 50%. The PRPC will reimburse Amarillo College for these in-service courses in an amount not to exceed **\$39,604.00**.

Depending upon the length of the course taught, the PRPC will collect a tuition co-pay from the employing agency of each officer attending in-service training provided under this contract. Co-pay tuition rates will be as follows:

Less than 20-hour course - No charge  
20-hour course - \$ 10.00  
Course of more than 20 hours - \$ 20.00

In-service co-pay tuition rates will be subject to change at the discretion of the PRLEA Advisory Committee. In certain instances, the PRPC may authorize the PRLEA to collect these tuition co-pays on its behalf. These authorizations will be given in writing (an email to the PRLEA Executive Director from the PRPC's Regional Services Director will suffice); and will include the term of the authorization and instructions on the disposition of the ORT funds collected.

The In-service co-pay tuition funds will be placed into an Out-Of-Region Training Fund (ORT). The ORT funds will be used in part to cost-share the training costs of TCOLE-certified law enforcement officers employed by municipal and/or county law enforcement agencies only, located in Texas State Planning Region 1 who must travel outside of the region to participate in TCOLE-sanctioned training courses or for any other purpose, as deemed appropriate by the PRPC's Executive Director, that will advance the training goals of the PRLEA. With the prior approval of the PRPC, ORT funds may also be used to further the PRLEA's in-service training objectives.

### 3.1.3 Specialized Course(s)

RESERVED FOR FUTURE USE

- 3.2. The PRPC will pay under this contract, on no more than a monthly basis, such amounts due Amarillo College upon presentation of an invoice and supportive documentation. The invoice must be in sufficient detail to determine cost allowability. Invoices must be accompanied by a class rolls and submitted to PRPC by the 15<sup>th</sup> day of the following month.

#### ARTICLE 4. GENERAL CONDITIONS

- 4.1. Amarillo College will properly maintain all licenses, certifications, facilities, equipment, or materials required for the delivery of these training services and will comply with all state, federal laws and local ordinances that apply to the operation of the PRLEA. Failure to comply with this requirement will be treated as a default.
- 4.2. In the event of a default by Amarillo College, the PRPC may terminate the contract and Amarillo College will be entitled to recover costs/fees for all services provided or materials delivered prior to the termination date or shall repay any funds advanced for services not yet rendered as of the termination date.
- 4.3. Upon receipt of a notice of termination, Amarillo College will suspend instruction under the contract as of the date and to the extent specified in the notice of termination.
- 4.4. Amarillo College shall submit to the PRPC its termination claims within sixty (60) days of the effective date of the termination, unless an extension in writing is allowed by PRPC.

Amarillo College and the PRPC may agree upon the whole or any part of the amount to be paid to Amarillo College, provided that such agreed amount, inclusive of settlement cost, does not exceed the total contract price as reduced by the amount of contract payments previously made.

- 4.5. This contract will automatically terminate on the expiration date of the CJD grant supporting this contract or any extension date thereto granted by the CJD or upon the cancellation of the grant supporting this contract by the CJD. The term established for this contract runs concurrent with the term of the CJD grant. Therefore, all services billed hereunder must be rendered within the CJD grant period.
- 4.6. This contract may be amended with the written approval of the PRPC's Executive Director. Amendments may be initiated with a written request from the PRLEA Executive to the PRPC's Executive Director providing a brief justification for the requested change and the impact the change will have on the contract amounts as shown in Article 3 above.
- 4.7. In the event that additional funding becomes available during the contract year, the PRPC may also amend the contract amount to purchase additional training services provided; the PRLEA Executive Director consents to providing those additional training services.
- 4.6. Officials not to benefit: No officer, member or employee of the CJD, the PRPC and Amarillo College and no member of its governing body, and no other public officials of the governing body of the locality and localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.
- 4.7. The parties hereto agree that this Contract and any other document to be delivered in connection to it may be electronically signed, and that any electronic signatures appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility pursuant to the Electronic Commerce Act of 2000.

THIS CONTRACT IS ENTERED INTO AND WITNESSED BY THE SIGNATURES OF THE PARTIES BELOW.

---

Michael J. Peters  
Executive Director

---

Dr. Russell Lowery-Hart  
President

---

Chris Sharp  
Vice President of Business Affairs

---

David Hall  
Dean of Technical Education

**EXHIBIT A**



PANHANDLE REGIONAL PLANNING COMMISSION'S  
PRLEA BASIC ACADEMY SCHOLARSHIP POLICY (October 2013)

**BACKGROUND:**

Biennially, the Panhandle Regional Planning Commission applies for grant funding through the Criminal Justice Division of the Governor's Office to support the operation of the Panhandle Regional Law Enforcement Academy (PRLEA). This has been the tradition for the past 40+ years.

The PRLEA has become an integral asset of the region's law enforcement community. The Academy serves to keep the Panhandle's peace officers well trained and better prepared to cope with the ever-changing landscape of criminal justice. The Academy is also designed to help keep the region's law enforcement agencies at full strength. This is done by training new officer candidates who can potentially replace retiring officers or officers leaving to take positions with agencies elsewhere.

Amarillo College provides this PRLEA training under contract with the Panhandle Regional Planning Commission. In a typical year, a portion of the PRLEA contract funds are budgeted for the purpose of providing financial assistance to students enrolled in the Basic Peace Officer Training Course. Select students will receive the majority of their tuition costs as a scholarship and their only real obligation is to successfully complete the entire training course.

In the past, the policy for awarding the available scholarships has been to give preference to individuals that were sponsored by a local law enforcement agency with the express intent that once licensed; the individual(s) would work for the sponsoring agency as a licensed peace officer. This form of training assistance has been referred to as the **Pre-Hired** scholarship. Scholarships not awarded to Pre-Hired candidates were then given on the basis of the Basic Academy entrance exam results. Individuals that scored the highest on that exam, in comparison to the others in their test group, were given consideration for a partial scholarship. This form of training assistance was referred to as the **Highest Test Score** scholarship.

Both forms of scholarships have a useful place in promoting the training of officers to meet the staffing needs of the region's law enforcement agencies. The Highest Test Score scholarship aimed to encourage individuals with a penchant for law enforcement to enter the profession; helping to create pool of viable officer candidates that could potentially work for any local agency in the region. The Pre-Hire scholarship is intended to assist a specific agency in hiring a named individual(s) from within their community that wants to work in law enforcement without having to relocate. This provides the sponsoring agency with some sense of certainty that once licensed, the individual(s) will remain on their force for a reasonable period of time.

Over the years, as tuition costs have increased and grant funding has not, the number of scholarships available has declined. In order to get the greatest return on the grant funds being invested in the scholarship program, the PRLEA has instituted a process of interviewing all scholarship candidates; regardless of which scholarship form is applied. Based on their findings, the PRLEA Review Panel will recommend to the PRPC's Executive Director which of the individuals interviewed should be awarded a scholarship.

The Executive Director will then make the final award determinations based on the PRLEA Review Panel's commendations. This process is further explained below.

**COMPOSITION OF THE PRLEA SCHOLARSHIP REVIEW PANEL:**

The PRLEA Scholarship Review Panel will be comprised of members presently serving on the Amarillo College Panhandle Regional Law Enforcement Academy (PRLEA) Advisory Committee. Each September, at the start of a new contract year, the current year PRLEA Chairman will appoint an odd number of PRLEA members to serve on the Scholarship Review Panel. Panel must consist of PRLEA members that do not have more than one (1) pre-hire sponsored recruit(s) sitting for an interview for the academy in question. The PRPC's Regional Services Program Coordinator will serve as a non-voting member of the Review Panel.

**NUMBER OF SCHOLARSHIPS AVAILABLE:**

The number of scholarships available during a given PRLEA contract year may fluctuate based on the amount of grant funding available to support those scholarships. Typically, two Basic Academies will be delivered during each contract year. As a general rule, the total number of scholarship slots available for the year is divided between the two Academies.

For the FY24 contract year, there are currently up to eleven (11) scholarship slots available; with tentatively, four (4) scholarships to be awarded under each of the two Academies to be held during the year.

However, at its discretion, the PRLEA Review Panel may recommend that an unequal number of scholarships be awarded under each Academy. For example, the Review Panel may elect to recommend the award of six (6) scholarships under the first Academy and four (4) under the second. The objective of this discretion is to allow the Review Panel the ability to use its best judgment to help ensure that throughout the year, the scholarships are being awarded to the most deserving individuals.

**IDENTIFYING THE SCHOLARSHIP CANDIDATE POOL:**

Scholarship candidates will be identified one of two ways. Those are described below.

- 1) Entrance Assessments: Prior to the start of each Academy, students wishing to enroll in the Basic Academy must first pass an entrance exam. Each prospective student is also interviewed by Amarillo College's Coordinator of Law Enforcement Programs in an effort to gauge the student's aptitude for serving in the law enforcement profession. Based on the results of the entrance exams and on the Coordinator's student interview observations; the Coordinator will nominate a slate of students for scholarship. The slate size for each Academy will be equal to or greater than one-half the total number of slots available for the entire contract year. The nominee slate(s) will then be forwarded to the PRLEA Scholarship Review Panel for its consideration.
- 2) Pre-Hired Sponsorship: Panhandle agencies wishing to sponsor an individual may submit an endorsement of the individual to the PRPC's Regional Criminal Justice Coordinator. The individual's name will then be forwarded to the PRLEA Scholarship Review Panel for its consideration. Attached is a sample letter that can be used for this purpose.

Prior to the start of each Academy, the PRLEA Scholarship Review Panel will meet to conduct interviews with all candidates, those identified through the Entrance Assessments and any that may've been endorsed by a local agency, to determine how the slots available for the upcoming Academy should be awarded.

**PRLEA SCHOLARSHIP REVIEW PANEL INTERVIEW PROCESS:**

- Each PRLEA Scholarship Review Panel will be scheduled at a time and place of the panel's choosing.
- Each candidate for consideration of a scholarship will be notified at least one week prior to their scheduled interview.
- In cases of scheduling conflicts, the Review Panel may make exceptions to allow for some interviews to be conducted on one date, with the others held on another date.
- The interviews will be conducted with enough lead-time allowed for results to be conveyed to the candidates/sponsoring agencies and for the candidates/sponsoring agency to make any final decisions regarding their participation in the upcoming Academy.
- The PRLEA Scholarship Review Panel will use a 100 point rating system for critiquing the scholarship candidates; with 10 points reserved for any Pre-Hired Sponsorships. In this way, candidates that have been endorsed by a local agency will be given a preference over those candidates being interviewed on the basis of Entrance Assessments.
- At the conclusion of the interviews, the Review Panel will confer and compare the results of their individual critiques to develop a prioritized list of recommended scholarship awardees. This list will be submitted to the PRPC's Executive Director through the PRPC's Regional Services Program Coordinator.
- Acting on the recommendations of the Review Panel, the PRPC Executive Director will then finally determine which candidates will receive a scholarship for the upcoming Academy.
- The PRPC's Regional Criminal Justice Coordinator will be responsible for ensuring that all candidates are notified of the outcome of their interview process as quickly as possible thereafter.
- The PRPC's Regional Criminal Justice Coordinator will ensure that the final scholarship award decisions have been communicated with Amarillo College's Director of Criminal Justice Programs in a timely manner.

**SCHOLARSHIP ELIGIBILITY REQUIREMENTS:**

To be considered for a Basic Academy scholarship, candidates must meet the following criteria.

1. Must be 18 years of age or older.
2. Must demonstrate a certain degree of competence by posting an entrance exam score in the upper percentile of their test group.
3. Must be accepted by the PRLEA into the training program.
4. Must agree to complete the Basic Peace Officer Training Course. \*
5. Individuals wanting to be considered for a Pre-Hired sponsorship must also receive a letter of endorsement from a County Sheriff or Chief of Police. The letter will state that the individual has been employed by the endorsing agency and that the agency fully intends to retain him/her as a peace officer once he/she has successfully completed the training course and met the TCOLE certification requirements. All endorsements for Pre-Hired sponsorships must first be received by/approved by the PRPC Executive Director.

\* - *Scholarship recipients that do not complete the Basic Peace Officer Training Course may be liable for refunding the portion of their training costs covered by their scholarship to the PRPC.*

**SCHOLARSHIP LIMITATIONS:**

- All PRLEA scholarships are partial scholarships. Any scholarship, whether it's awarded on the basis of Entrance Assessments or by Pre-Hired Sponsorship will require a \$350.00 tuition co-pay.
- These scholarships will only be available for as long as there are funds within the PRLEA contract to support their costs.

**POLICY EFFECTIVE DATE:**

This policy will become effective in advance of the 108<sup>th</sup> PRLEA Basic Academy and will remain in effect until such time that it's next formally modified by the PRPC.

Mr. Michael J. Peters, Executive Director  
Panhandle Regional Planning Commission  
P.O. Box 9257  
Amarillo, TX 79105

RE: Letter of Endorsement; PRLEA Basic Peace Officer Training Scholarship for:

\_\_\_\_\_  
Name of Basic Peace Officer Training Candidate

Dear Mr. Peters:

The individual referenced above is currently employed by the \_\_\_\_\_. This person was hired with the express intent that he/she will ultimately come to serve as a licensed peace officer for this agency. However, he/she does not currently possess the TCOLE certifications necessary to serve in that capacity.

Therefore, I am requesting that he/she be given consideration for a "Pre-Hired" scholarship through the Panhandle Regional Law Enforcement Academy. I hereby certify that if this person is able to successfully complete the Basic Peace Officer Training Course and subsequently obtains his/her TCOLE certifications, it is the intent of this agency to retain this individual. The individual will then assume the full responsibilities as a licensed peace officer for this agency. I appreciate your consideration of this request. Thank you.

Sincerely,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Candidate Information:

\_\_\_\_\_  
Current Job Title of Individual

\_\_\_\_\_  
Anticipated Title once TCOLE certified

Briefly describe the current arrangements under which the individual is employed: \_\_\_\_\_

# ITEM 17

## MEMORANDUM

**DATE:** August 24, 2023

**TO:** PRPC Board of Directors

**FROM:** Delaney Pruett, Regional Emergency Management Planning Program Coordinator

**THROUGH:** Dustin Meyer, Executive Director

**SUBJECT:** Agenda Item 17  
City of Canyon Interlocal Agreement for Administration of a Hazard Mitigation Grant

### BACKGROUND:

The City of Canyon has submitted a grant application through the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program, which is administered by the Texas Division of Emergency Management (TDEM). This funding will cover the development of a Master Drainage Plan for the City of Canyon with a 90% federal / 10% local cost share.

The Hazard Mitigation Grant Program is a federal program that jurisdictions can only participate in if they have an approved hazard mitigation plan. Every County in the region has a current hazard mitigation plan, and it's updated every 5 years. The Hazard Mitigation Grant Program is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. This grant program allows sub-recipient management costs to be utilized for the administration of the project. These funds are provided at 100% federal cost-share, there is no local match required for the administration costs.

PRPC Staff has helped the City write and submit the grant application and worked on follow-up questions from TDEM and FEMA over the past year. The City has been notified that this project will be funded under the DR-4586 grant, however, an official award letter has not been received yet. In anticipation of this award, the City of Canyon has asked that PRPC's Regional Services department administer the project, utilizing the administration funds provided by FEMA. Upon approval, the Executive Director will execute an Interlocal Agreement in anticipation of the grant approval.

### RECOMMENDATION:

PRPC Staff recommends that the Board of Directors consider the approval and authorization of the Interlocal Agreement for Professional Services from the PRPC's Regional Services Department on the City of Canyon Master Drainage Plan Project if funded under the DR-4586 by the PRPC Executive Director.

# ITEM 18



## MEMORANDUM

**DATE:** August 24, 2023

**TO:** PRPC Board of Directors

**FROM:** Delaney Pruett, Regional Emergency Management Planning Program  
Coordinator

**THROUGH:** Dustin Meyer, Executive Director

**SUBJECT:** Agenda Item 18  
City of Perryton Interlocal Agreement and Resolution for the TDHCA HOME  
Disaster Program

### BACKGROUND:

The City of Perryton was hit by a tornado on the evening of June 15, 2023. The tornado took three lives and injured many more. It also impacted a mobile home community and several other residential areas in the town, along with many of their Main Street businesses. Recovery is an ongoing effort and will continue for some time.

After this event, PRPC Staff reached out to the North Central Texas Council of Government to talk about resources and programs available to aid in recovery efforts. Fortunately, the Panhandle hasn't seen a tornado impact a City like this in quite a few years, so we wanted to ensure we were aware of all the potential recovery assistance programs available. One of the programs recommended was the HOME Program through Texas Department of Housing and Community Affairs (TDHCA).

This program provides funds to assist lower-income households with home repairs, reconstruction, homebuyer assistance, and tenant-based rental assistance. Through discussions with TDHCA, we learned that this is typically an ongoing program that units of local governments can participate in, but they also have a disaster-relief section for events such as the Perryton tornado. After researching this program to confirm it would be beneficial, PRPC Staff reached out to Perryton officials about this opportunity.

For this grant opportunity, we would be utilizing the disaster-relief funding for Homeowner Reconstruction Assistance (HRA). Based on the households impacted, Mayor Symons thinks this program would benefit the greatest number of people. For a household to be eligible for this program, the project will verify the following: home ownership, household income less than \$58,250/year for a 4-person household (80% of the Area Median Family Income), and damage/destruction caused by the tornado.

This program provides up to \$135,000 per single family residence and \$90,000 per energy-efficient Manufactured Housing Unit (MHU). There is no match requirement for the homeowner, City of Perryton, or the PRPC. TDHCA does request that the applicant (PRPC) have a \$40,000 cash reserve to cover upfront costs (titles, deeds, inspections, etc.) which are 100% reimbursable. The family is required to live in the home for 5 years after reconstruction. If they

move out before the 5 years is up, there would be a portion of money owed to TDHCA – depending on how long they have lived in the home. This program does allow up to 4% of the housing cost be submitted as administrative costs.

This agenda item is two-fold. In order to have our application with TDHCA reviewed for consideration we need a resolution from this board showing support for the program. Because this program is specific to the City of Perryton, we will also need the attached Interlocal Agreement to be approved for signature by PRPC's Executive Director.

If approved for the project, PRPC will begin a campaign to reach those affected within the City of Perryton. Each household will be submitted to TDHCA individually for approval. PRPC will work with each household throughout the process.

**RECOMMENDATION:**

PRPC Staff asks that you favorably consider this resolution to allow an application for the TDHCA HOME program to be submitted on behalf of the City of Perryton. Additionally, PRPC Staff asks that you favorably consider allowing an Interlocal Agreement to be executed between the City of Perryton and the Panhandle Regional Planning Commission for administrative services for the TDHCA HOME Disaster-Relief Program.

INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT  
FOR PROFESSIONAL SERVICES

---

\* \* \* \* \*

THE STATE OF TEXAS  
COUNTY OF POTTER

§  
§  
§

AGREEMENT FOR SERVICES

AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Perryton, Texas, hereinafter referred to as “City”, and the Panhandle Regional Planning Commission, hereinafter referred to as “PRPC”, organized and existing as a political subdivision under Chapter 391 of the Texas Local Government Code, acting by and through its duly authorized executive officer.

WHEREAS, both “City” and “PRPC” are local governments as defined by Chapter 791 of the Texas Government Code, and this contract is made and executed under provisions of said chapter, which is commonly known as the Interlocal Cooperation Act; and,

WHEREAS, PRPC has professional administrative services expertise available to Perryton, and desires to make such services available, under the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

PRPC agrees to provide the administrative functions and services, as described in Sections 1, 2, 3, 5, 6, and 7 of this agreement, for Perryton, pursuant to the Texas Department of Housing and Community Affairs Contract # \_\_\_\_\_.

SECTION 1. PROGRAM SET-UP

- 1.01. General advice with respect to the implementation of the project and regulatory matters.
- 1.02. Complete necessary forms and procedures for implementation of the project.
- 1.03. Provide technical assistance for the routine tasks to City personnel who will be directly involved in the program.
- 1.04. Assist the City in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.
- 1.05. Serve as liaison for the City during any monitoring or site visits by staff representatives of the Texas Department of Housing and Community Affairs (TDHCA).
- 1.06. Assist the City in meeting all special condition requirements.
- 1.07. Prepare and submit to TDHCA all required periodic milestone reports and other compliance reports.
- 1.08. Assist the City in meeting citizen participation requirements, fair housing and personnel requirements, as required, by TDHCA.

- 1.09. Assist the City with recordkeeping requirements.

## SECTION 2. FINANCIAL MANAGEMENT

- 2.01 Assist the City in documenting its ability to manage grant funds, as required by the state's audit division.
- 2.02 PRPC will establish and maintain financial accounts for this project.
- 2.03 Assist the City in preparation and submission of requests for payment funds from TDHCA.
- 2.04 Assist the City in establishing procedures to handle the use of any TDHCA program income.
- 2.05 Assist the City in documenting and reporting match as required by TDHCA.

## SECTION 3. PROJECT PERFORMANCE

- 3.01 Assist the City in meeting Performance Statement obligations regarding houses and homeowners assisted.
- 3.02 Assist the City with Homeowner Income Eligibility and Income Qualification.

## SECTION 4. SECTION 503 HANDICAPPED

- 4.01 The Contractor will not discriminate against any employee or applicant for employment because of a physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship.
- 4.02 The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4.03 In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4.04 The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 4.05 The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

- 4.06 The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
- 4.07 No Federal or non-federal funds have been paid or will be paid by or on behalf of the Firm to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement.

#### SECTION 5. AFFIRMATIVE MARKETING/ACCESSIBILITY/FAIR HOUSING

- 5.01 Assist the City with Affirmative Marketing Procedures.
- 5.02 Assist the City in developing, implementing, and documenting Fair Housing activities and procedures, as required.
- 5.03 Maintain documentation of project beneficiaries, as required.

#### SECTION 6. AUDIT/CLOSE-OUT PROCEDURES

- 6.01 Prepare applicable closeout paperwork and online reports, including Project Completion Report.
- 6.02 Assist the City in responding to any monitoring findings in connection with project review by the state.
- 6.03 Assist the City in resolving any third (3<sup>rd</sup>) party claims.
- 6.04 Provide the City auditor with TDHCA audit guidelines when needed.
- 6.05 The City is responsible for paying for any audit findings and/or for any payment of an audit.

#### SECTION 7. PAYMENT SCHEDULE

- 7.01 In consideration of services rendered by PRPC to the City, as described in foregoing sections, PRPC will use the Texas Department of Housing and Community Affairs' administrative cost allowances of 4% of construction costs plus an additional \$12,000 in soft costs per home to administer this program for the City.
- 7.02 Fees for title searches, lien searches, and environmental reviews will be billed out of grant soft costs and will be in addition to the administrative services fee listed in 8.01.
- 7.03 PRPC shall receive funds from the Texas Department of Housing and Community Affairs pertaining to this project and shall be responsible for the deposit, disbursement, and management of such funds.

#### SECTION 8. PRPC OBLIGATIONS

8.01 During the performance of this agreement, PRPC agrees as follows:

- A. PRPC will not discriminate against any employee or applicant for employment because of national origin, religion, race, creed, sex, familial status, or gender. PRPC will take affirmative action to ensure that applicants are employed and during the course of employment, are treated without regard to national origin, race, religion, creed, sex, familial status or gender. The actions will include, but are not necessarily limited to, employment up-grading, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. When soliciting or advertising for employees, PRPC will clearly state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, sex, or national origin.
- C. PRPC will furnish all information and reports of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, accounts, and records by the City and the Secretary of Labor for the purposes of investigation to ascertain with such rules, regulations and orders.
- D. If the Secretary of Labor determines that PRPC does not comply with rules, regulations, or orders issued by the Secretary, this agreement may be cancelled, terminated or suspended, in whole or in part, and PRPC may be declared ineligible for further participation in government contracts under provisions of Executive Order #11246 of September 24, 1965, or by rules otherwise provided by law.
- E. Consultants shall provide all required housing provider services relating to the completion of HOME projects, as listed below, in compliance with all TDHCA and HUD regulations pursuant to TDHCA Contract #.
  - a. Application Intake & Processing
  - b. Construction
  - c. Document Preparation
  - d. Site-Specific Environmental Reviews
  - e. Initial Inspection
  - f. Progress Inspections
  - g. Punch List
  - h. Work Write-Up
  - i. Schedule of Values
  - j. Final Inspection
  - k. Any and all other TDHCA requirements to be determined by PRPC via written notice

## SECTION 9. CIVIL RIGHTS ACT OF 1964.

9.01 During the performance of this Agreement, PRPC agrees to the following:

- A. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of national origin, race, religion, creed, sex, familial status, or gender, be excluded from participation in, be denied benefits of, or be subjected to, discrimination under any program or activity receiving federal financial assistance.

9.02 No person shall, on the grounds of race, color, religion, sex, disability, familial status, or national origin, be excluded from participation in, be denied the benefits

of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under Contract #.

## SECTION 10. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

10.01 During the performance of this Agreement, PRPC agrees as follows:

- A. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under:
- B. “Section 3” Compliance in the Provision of Training, Employment, and Business Opportunity.
- C. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended, [12 U.S.C., 1701u.] Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- D. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD issued thereunder prior to execution of this contract. The parties to this Agreement certify and agree that they are under no contractual or other disability which prevents them from complying with these requirements.
- E. The Contractor will send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other contract of understanding, if any, a notice advising the said labor organization of workers’ representative of contractor’s commitments under the Section 3 clause, and shall furnish the City copies of the notice in places available to employees and applicants for employment or training.
- F. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of, federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135. The Contractor will not subcontract with any person or business when the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- G. Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR Part 135, and applicable rules and orders of HUD issued prior to execution of the contract shall be on the condition of the federal financial assistance provided to the project and shall be binding on the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assigns, to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## SECTION 11. PERIOD OF AGREEMENT, AGREEMENT TERMINATION, CONTRACT REPRESENTATIVE, AND PROCEDURE FOR AMENDING

- 11.01 Both parties agree that it is intended that all performances under this agreement are to be accomplished by 2 years from PRPC's TDHCA contract start date, unless the City chooses to recertify and unless amended by mutual agreement of the parties. This contract can be amended in any event, it is agreed and understood that PRPC shall be paid for performance rendered under this agreement.
- 11.02 This agreement may be terminated by either party upon thirty (30) days' notice in writing by one party to the other. Upon such termination, if any, PRPC shall be paid any outstanding sums due to PRPC within thirty (30) days of termination.
- 11.03 It is further expressly understood and agreed by the parties that PRPC is not responsible or liable to third parties for performance or non-performance by the City under terms of this agreement as allowed by the laws and constitution of the State of Texas.
- 11.04 PRPC hereby designates as its Contract Representative with the City, its Executive Director. All work or other communications relating to this Agreement should be addressed and directed to the Executive Director, or to a designee expressly named by the Executive Director.
- 11.05 It is expressly understood and agreed by the parties hereto, that each is contracting independently; and that nothing contained herein shall be construed as giving rise to or creating partnership, joint venture, or employer/employee relationship.
- 11.06 It is further understood and agreed, by all parties hereto, that should one party or the other breach the terms of this Agreement, the only remedy shall be termination of the Agreement in accordance with provisions of Section 13, Paragraph 13.02 of this Agreement.
- 11.07 Either party may, from time to time, request changes in the scope of the services to be performed. Such changes, including any increase or decrease in the amount of compensation to PRPC, shall be mutually agreed by both parties and shall be incorporated through a written amendment to this Contract.

## SECTION 12. INTEREST OF THE PARTIES

- 12.01 No member of the governing body of the City and no other officer, employee, agent, or other public official, who exercises any function or responsibility in connection with the planning or completion of the HOME project has or shall have any personal financial interest, direct or indirect, in this contract or the work performed.
- 12.02 PRPC agrees that neither it nor any of its officers, directors, employees or agents has any financial interest in the project. PRPC further agrees that neither it nor any of its officers, directors, or employees shall acquire any interest, either direct or indirect, in the study area or any parcel therein, or any other interest which would conflict in any manner or degree with the performance of its services. PRPC further agrees that no person having any conflicting interest shall be employed for performance of its services under terms of this Agreement.



- 12.03 PRPC shall ensure that no employee, agent, consultant, elected officer or appointed official of PRPC, who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this contract or who is in a position to participate in a decision making process, or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect to a HOME assisted activity during their tenure or for one year thereafter. No employee or officer of PRPC shall participate in the selection, or in the award or administration of a subcontract supported by funds provided by Contract # if a conflict of interest would be involved.

### SECTION 13. MISCELLANEOUS

- 13.01 PRPC shall give the Texas Department of Housing and Community Affairs (TDHCA), the Auditor of the State of Texas, the Comptroller of the United States, or any of their duly authorized representatives, the right to access and examine all books, accounts, records, reports, files and other papers or property belonging to or in use by PRPC pertaining to this contract. The records will be maintained at PRPC's regular place of business for a period of five years.
- 13.02 The party's signatory hereto on behalf of PRPC and on behalf of the City, respectively, does individually hereby certify that each is authorized to execute this agreement on behalf of each respective organization.
- 13.03 This agreement constitutes the entire agreement between the parties relating to the rights herein granted and the responsibilities herein assumed.
- 13.04 Should any deviation occur from any of the requirements of this Agreement or the Texas Department of Housing and Community Affairs Contract, known to PRPC, or which becomes known to PRPC, then PRPC shall immediately inform the City in writing.
- 13.05 PRPC shall establish and maintain sufficient records, including records that demonstrate that each household assisted with funds under this contract is income eligible.
- 13.06 PRPC will provide TDHCA with the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under Contract #. Failure to adequately perform under Contract # may result in penalties by TDHCA.
- 13.7 Percentage Share of Negligence. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of the City, PRPC, and all other negligent entities and individuals.
- 13.8 Mutual Waiver. To the fullest extent permitted by law, the City and PRPC waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental,

indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

- 13.9 The City of Perryton shall maintain fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The City of Perryton shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
- 13.10 If PRPC fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to PRPC of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, PRPC will stop all work on this project in the City, and PRPC shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.
- 13.11 The City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to PRPC. If this Contract is terminated for convenience, the City will pay PRPC for actual services rendered up to the termination date, based on the charges for time, labor, expenses and other items specified in the Agreement.
- 13.12 According to Executive Orders 12549 and 12689, a contract must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The execution of this contract must also include the documentation of required SAMs clearance for PRPC.

EXECUTION

Executed this \_\_\_\_\_ day of August, 2023.

BY: \_\_\_\_\_  
Kerry Symons, MAYOR

Approved and accepted on behalf of Panhandle Regional Planning Commission (PRPC)

BY: \_\_\_\_\_  
Dustin Meyer, PRPC EXECUTIVE DIRECTOR

# ITEM 19

## MEMORANDUM

**DATE:** August 24, 2023

**TO:** PRPC Board of Directors

**FROM:** Delaney Pruett, Regional Emergency Management Planning Program Coordinator

**TRHOUGH:** Dustin Meyer, Executive Director

**SUBJECT:** Agenda Item 19  
Panhandle Regional Emergency Preparedness (PREP) Conference Overview

### **BACKGROUND:**

The Panhandle Regional Emergency Management Advisory Committee (PREMAC) hosts the Panhandle Regional Emergency Preparedness (PREP) Conference annually in Amarillo. This conference is geared toward first responders, medical professionals, city and county administration, and disaster volunteers from the Panhandle and surrounding areas.

This year's conference will be held on Thursday, September 21<sup>st</sup> from 8:00am – 5:00pm at the Amarillo Civic Center. There will be four main presenters speaking on the topics of critical infrastructure, cybersecurity, electric infrastructure, and animals in disaster. The Exhibit Hall will be full of vendor and partner tables and vehicles on display. In the afternoon, there will be breakout groups for all conference attendees where state and/or federal agencies will provide presentations and training pertaining to their subject matter.

This conference is a great opportunity to connect with other emergency management personnel in the region. The cost of attendance is \$25/person, but all volunteer responders are free due to our wonderful sponsors! Eight hours of CEUs are available to those that want them as well. Attached is a flyer with QR codes to register. Please contact me with any questions!

### **RECOMMENDATION:**

No action necessary, this is an informational item.

# ITEM 20

## MEMORANDUM

**DATE:** August 15, 2023  
**TO:** PRPC Board of Directors  
**FROM:** Lori Gunn, Regional Services Director  
**THROUGH:** Dustin Meyer, Executive Director  
**SUBJECT:** Agenda Item  
National Preparedness Month Resolution

### BACKGROUND:

In any given year; major disasters will strike somewhere in the US. In 2023, here in the Panhandle we had an explosion, flooding and tornado events giving residents of this region good cause to be on the alert and remain prepared for events or conditions that could threaten their safety. Whenever and wherever they occur, disasters place the lives of citizens at risk.

For over a decade now, FEMA has worked to promote personal, family and community natural disaster preparedness with an annual nationwide campaign that's launched each September with the National Preparedness Month (NPM) program. The NPM theme for 2023 is **Preparing for Older Adults** and it states that older adults can face a greater risk for the multitude of extreme weather events and emergencies, especially if they are living alone, are low-income, have a disability or live in rural areas.

In 2021, FEMA's Ready Campaign and the Ad Council broke ground by producing the first-ever national preparedness campaign specifically targeting the Latino community for National Preparedness Month.

The Ready Campaign's 2023 National Preparedness Month campaign will focus on preparing older adults for disaster, specifically older adults from communities that are disproportionately impacted by the all-hazard events, which continue to threaten the nation.

We know older adults can face greater risks when it comes to the multitude of extreme weather events and emergencies we now face, especially if they are living alone, are low-income, have a disability, or live in rural areas.

During the month of September, FEMA will highlight a different aspect of preparedness planning on its **Ready.gov** website to support older adult communities.

Every year since the NPM program began, the PRPC Board has elected to endorse the National Preparedness Month program in the Panhandle with the passage of a resolution. PRPC staff is recommending that the Board consider maintaining this tradition in 2023. The Panhandle is vulnerable to a variety of natural hazard threats.

The [Ready.gov/older-adults](https://www.ready.gov/older-adults) website is a content-rich resource that will support individual, family, business and community planning efforts. There are a number of toolkits and social media graphics available on this site that can help residents and communities in becoming better prepared to deal with whatever disasters they might encounter. The whole purpose of the NPM program is to help people help themselves by becoming more attuned to the disasters they are subject to and to learn what they can do to mitigate the impacts of those events on their lives.

If the Board approves this resolution, it will be distributed to the region's cities and counties and they'll be encouraged to follow suit by declaring NPM in their own jurisdictions. Along with the resolution, PRPC staff will enclose some of the tools and resources found on FEMA's website to assist residents and communities in their preparedness planning efforts. This will also provide staff that opportunity to promote another Panhandle-based preparedness activity that has become an annual staple, the Panhandle Regional Emergency Preparedness (PREP) Conference, which will be held this year on September 21<sup>st</sup>.

**RECOMMENDATION:**

Staff recommends that the PRPC Board of Directors consider passage of the attached resolution proclaiming September, 2023 as National Preparedness Month in the Texas Panhandle.



**RESOLUTION**

**23-08-24-02**

**A RESOLUTION BY THE BOARD OF DIRECTORS OF THE PANHANDLE REGIONAL PLANNING COMMISSION RECOGNIZING SEPTEMBER 2023 AS BEING NATIONAL PREPAREDNESS MONTH AND ENCOURAGING COMMUNITIES, ORGANIZATIONS AND INDIVIDUALS ACROSS THE PANHANDLE TO DO THE SAME.**

**WHEREAS**, the Federal Emergency Management Agency is encouraging Americans across the country to recognize September 2023 as National Preparedness Month (NPM); and

**WHEREAS**, the goal of this nationwide campaign is to inspire Americans to prepare for disasters in advance of those events so as to minimize the potential threat to their safety and wellbeing; and

**WHEREAS**, the Board of Directors likewise supports the NPM 2023 theme of “*Preparing for Older Adults*” to promote a reduction in personal injury and loss of life, reduce disruptions in operations and to help speed recovery in the wake of a disaster; and

**WHEREAS**, in general, preparedness and awareness are key to the survival of communities, organizations and individuals in any type of disaster situation.

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

1. The PRPC Board officially recognizes its support of September 2023 as being National Preparedness Month.
2. The PRPC Board encourages other local governments and organizations in the region to recognize September 2023 as being National Preparedness Month.
3. The PRPC Board encourages residents of the region to become informed about what they can do to reduce the impact of disasters on their lives by visiting FEMA’s NMP website at: <https://www.ready.gov/older-adults>.
4. The PRPC Board encourages organizations and individuals across the Panhandle to consider volunteering their time to support local and regional preparedness efforts.

**CONSIDERED AND APPROVED THIS 24<sup>TH</sup> DAY OF AUGUST 2023.**

---

Tobe Shields, Chair  
Panhandle Regional Planning Commission  
Board of Directors

ATTEST:

---

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

# ITEM 21

## MEMORANDUM

**DATE:** August 24, 2023  
**TO:** PRPC Board of Directors  
**FROM:** Lori Gunn, Regional Services Director  
**THROUGH:** Dustin Meyer, Executive Director  
**SUBJECT:** Agenda Item 21  
Public Safety Office Interagency Cooperation Contract

### BACKGROUND

Annually, the PRPC receives funding from the Governor's Office to provide administrative services related to the implementation of the Panhandle's Regional Criminal Justice Grants Program (or CJD grants) and Regional Homeland Security Grants Program (or SHSP grants). Formerly, this funding came to the PRPC via two separate interlocal agreements; one from the Criminal Justice Division and the other, through the Homeland Security Grants Division. Both divisions are now housed within the Public Safety Office of the Office of the Governor.

Since 2019, the Public Safety Office of the Office of the Governor has combined the CJD and SHSP contracts under a single agreement to cover the supportive services the PRPC is being asked to provide for the implementation of both regional grant programs. Those agreements annually start on September 1 and run through August 30.

This agreement calls for the PRPC to facilitate a variety of services to agencies in the Panhandle. Services in the PSO contract include the distribution of Notices of Fund Availability to all eligible entities, a series of Grant Application Workshops, Oversight of the CJAC's and PREMAC's grant prioritization process.

While the deliverables for the interlocal agreement are very similar to those we have seen in the past few years, the contract itself has quite a bit of additional wording in regards to default, subcontractors, audits, and termination of agreement. None of the additional wording on these items will prevent PRPC staff from completing the work for the region. It does lend one to wonder if other COGs had found loop holes in previous versions of the contract that are now tied up, or maybe the Office of the Governor has new attorneys on staff trying to earn their keep.

PRPC has discussed a renewal of the previous interlocal agreement which will include the same amounts as the current fiscal year. Which are as follows for FY 2024:

Criminal Justice	Homeland Security
\$72,128.00	\$23,500.00

The PSO contract program will begin on September 1, 2023. A draft copy of the interlocal agreement and statement of work for each program is attached for your review.

**RECOMMENDATION:**

PRPC staff recommends the PRPC Board of Directors approve a motion to authorize the Executive Director to execute the FY 2024 Interlocal Agreement with the Office of the Governor, Public Safety Office upon receipt.

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN**  
**THE PUBLIC SAFETY OFFICE WITHIN THE OFFICE OF THE GOVERNOR**  
**AND**  
**THE «COG\_NAME»**

**SECTION 1. PARTIES TO CONTRACT.** The parties to this contract are the Public Safety Office within the Office of the Governor (“OOG”) and «COG\_Name» (“COG”). The OOG and the COG are referred to individually as a “Party” and collectively as the “Parties.”

**SECTION 2. AUTHORITY.** This Interlocal Cooperation Agreement (“Agreement”) is entered into pursuant to Section 791.011, Texas Government Code, and Section 391.011(c), Texas Local Government Code.

**SECTION 3. ATTACHMENTS INCORPORATED.** Unless otherwise specified, all attachments or exhibits referenced in the Agreement are incorporated into and expressly made a part of the Agreement.

**SECTION 4. COG RESPONSIBILITIES.**

**4.1.** The COG’s primary responsibilities under this Agreement are outlined in the Statements of Work set forth in Attachment A and Attachment B (“SOWs”). The COG shall comply with all terms of this Agreement and shall perform its responsibilities and provide the services detailed in this Agreement to the OOG, or its designee, and to current and potential Public Safety Office applicants and grantees in «County\_Names» counties (“the COG’s Region”). The COG shall comply with any applicable federal, state, county, local, and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations in connection with its obligations under this Agreement.

**4.2.** The SOWs establish deadlines by which the COG must perform specific responsibilities under the Agreement, including the submission of information to the OOG. The COG shall comply with all deadlines outlined in the SOWs.

**4.3.** The COG shall establish and maintain a minimum of one “External Peer Review User” account in eGrants (<https://egrants.gov.texas.gov/>) and shall use such account to submit priority lists and upload all information required to be submitted to the OOG under this Agreement.

**SECTION 5. OOG RESPONSIBILITIES.**

**5.1.** The OOG shall reimburse the COG in accordance with the terms of this Agreement.

**5.2.** The OOG or its designee shall provide training and technical assistance to the COG, as may be necessary, regarding the services required to be performed under this Agreement.

## PART A: SPECIFIC TERMS AND CONDITIONS

5.3. The OOG shall review and act upon submissions by the COG requiring OOG actions.

5.4. The OOG shall verify the eligibility, reasonableness, and cost-effectiveness of proposed projects, and the availability of funding, and will render final funding decisions.

5.5. The OOG shall provide award documentation to each grantee that is awarded a grant by the OOG under one of the funding opportunities described in Section 5.6.

5.6. The OOG shall notify the COG when grant funds are awarded by the OOG to a grantee in the COG's Region under any of the funding opportunities listed in HS4.1 of Attachment A or CJ5.1 of Attachment B.

5.7. The OOG shall notify the COG when grant funds of a grant recipient in the COG's Region are placed on hold.

5.8. Upon determining the eligibility status of each grant application for the funding opportunities listed in HS4.1 of Attachment A and CJ5.1 of Attachment B from an applicant in the COG's Region, the OOG shall make the grant application available for the COG to review through eGrants.

### SECTION 6. AGREEMENT AMOUNT.

6.1. In consideration of the services provided by the COG pursuant to Attachment A, the OOG agrees to compensate the COG for the services rendered at a rate of «HS\_Monthly\_Amount» per month for the months of September 2023 through July 2024, and the balance remaining of the total amount due in connection with Attachment A for August 2024, unless the provisions of Section 9.8 of this Agreement are invoked or deductions are made pursuant to Section 8 of this Agreement. The total payment for services provided under Attachment A shall not exceed «HS\_Total\_Amount».

6.2. In consideration of the services provided by the COG pursuant to Attachment B, the OOG agrees to compensate the COG for the services rendered at a rate of «CJ\_Monthly\_Amount» per month for the months of September 2023 through July 2024, and the balance remaining of the total amount due in connection with Attachment B for August 2024, unless the provisions of Section 9.8 of this Agreement are invoked or deductions are made pursuant to Section 8 of this Agreement. The total payment for services provided under Attachment B shall not exceed «CJ\_Total\_Amount».

6.3. The total payment by the OOG for the services provided by the COG under this Agreement shall not exceed «Total\_Agreement\_Amount».

**SECTION 7. EFFECTIVE DATE AND TERM.** This Agreement shall take effect on the date of last signature below and shall expire on August 31, 2024, unless it is amended, renewed, extended, or terminated earlier pursuant to the provisions hereof; however, the Parties acknowledge that their respective obligations concerning the submission of the final invoice and the processing of final payment necessarily extend beyond that date. This Agreement is subject to

## PART A: SPECIFIC TERMS AND CONDITIONS

two one-year renewal options upon mutual agreement of the Parties, to be evidenced in writing prior to the expiration date of the initial term. The OOG may, in its sole discretion, with notice, extend this Agreement for up to three months if the OOG determines such an extension is necessary.

### SECTION 8. FINANCIAL TERMS AND CONDITIONS.

**8.1. Monthly Invoices.** The COG shall submit a separate invoice for each SOW monthly, as specified in HS6.1 of Attachment A and CJ7.1 of Attachment B, detailing the services provided, the provisions of this Agreement to which the COG staff hours and services relate, and the amount billed.

**8.2. Invoice Submission.** Invoices shall be submitted to:

**By email:** [ap@gov.texas.gov](mailto:ap@gov.texas.gov)

**By Mail:**

Office of the Governor  
Financial Services Division  
P.O. Box 12878  
Austin, Texas 78711-2878

**By Hand Delivery:**

Office of the Governor  
Financial Services Division  
1100 San Jacinto, 3rd Floor  
Austin, Texas 78701

**8.3. Review and Approval; Prompt Payment.** Each invoice is subject to review and approval by the OOG before payment. The OOG will review invoices and notify the COG of any errors in its invoice in accordance with the timeframe specified in Chapter 2251, Texas Government Code (the Texas Prompt Payment Act). Upon acceptance of the COG's performance and receipt of an acceptable invoice required to be submitted under this Section, as well as any information the OOG requires under Attachment A or Attachment B, the OOG will process payment to the COG in accordance with the Texas Prompt Payment Act. It is the policy of the OOG to make payment on a properly prepared and submitted invoice within thirty calendar days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.

**8.4. Agreement Funding.** The COG acknowledges and agrees:

**8.4.1.** Nothing in this Agreement creates an obligation or liability of the OOG more than the amounts delineated in this Agreement.

**8.4.2.** Funding for this Agreement is subject to the actual receipt by the OOG of funds appropriated to the OOG.

**8.4.3.** Funds, if any, received from the OOG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this Agreement.

## PART A: SPECIFIC TERMS AND CONDITIONS

**8.4.4.** Notwithstanding any other provision of this Agreement, if the OOG is not appropriated the funds, or if the OOG does not receive the appropriated funds, for this program, or if the funds appropriated to the OOG for this program are required to be reallocated to fund other state programs or purposes, the OOG may reduce the amounts specified in this Section or terminate this Agreement without cost or penalty.

**8.5. COG Failure to Perform or Comply.** If the Executive Director of the Public Safety Office (“Executive Director”) determines the COG has failed to perform or comply with any of the terms, conditions, provisions, or requirements of this Agreement, the OOG may withhold a portion of one or more monthly payments in an amount to be determined by the Executive Director, or the OOG may terminate this Agreement. The COG may recoup withheld payments if, in the Executive Director’s sole discretion, the COG demonstrates that it has taken appropriate corrective measures.

**8.6. Changes in Monthly Payments.** The OOG may authorize an increase or decrease in the amount of any monthly payment under this Agreement upon showing of good cause. Any variation in a monthly payment amount will not affect the total payment amount specified in Sections 6.1 or 6.2.

**8.7. Failure to Submit Required Information.** If the COG fails to submit information required under either Attachment A or Attachment B of this Agreement to the OOG by the applicable deadline established in the relevant Attachment, the COG shall forfeit, for each failure, one-three hundred sixty fifth (1/365th) of the total payment amount for services provided under such Attachment for each day the COG fails to submit the information required by such Attachment.

**8.8. Timely Submission of Information.** If the COG fails to submit required information to the OOG within ten calendar days after the deadline established in either Attachment A or Attachment B of this Agreement, the OOG may terminate this Agreement without penalty, either in whole or in part. The provisions of this subsection in no way limit the discretion to withhold payment in accordance with this Agreement.

**8.9. Final Invoice.** The COG must submit the final invoice for payment under this Agreement no later than sixty calendar days after the expiration of this Agreement.

**8.10. Final Payment Upon Completion.** Final payment shall be made upon the satisfactory completion of the deliverables and services provided by the COG under this Agreement and the COG’s delivery of a release of all claims against the OOG arising under or by virtue of this Agreement.

**8.11. Continuation of Claims.** Final payment under this Agreement or settlement upon termination shall not constitute a waiver any claims the OOG has against the COG.

## SECTION 9. OTHER TERMS AND CONDITIONS.

**9.1. Independent Contractor.** In performing any services hereunder, the COG is, and undertakes performance as, an independent contractor and is responsible to all third parties for its acts or



## PART A: SPECIFIC TERMS AND CONDITIONS

omissions, and the OOG shall in no way be responsible for the acts or omissions of the COG. The COG shall be, and shall remain, liable in accordance with applicable law for all bodily injury, disease, or death of third persons or loss of or damage to property of third persons arising out of or incident to the COG's work performance, and the COG agrees to comply with all international, state, local, and federal laws, ordinances, or regulations applicable to any such persons.

### 9.2. Subcontractors.

**9.2.1.** The COG, in subcontracting for the provision of any services under this Agreement, expressly understands and agrees that the OOG shall not be liable in any manner or at any time to the COG's subcontractors.

**9.2.2.** If the COG determines it is necessary or expedient to subcontract for any of the services required by this Agreement, the following conditions will apply:

**9.2.2.1.** The COG shall (i) submit cost estimates; (ii) submit a copy of the proposed subcontract to the OOG if requested; and (iii) obtain the written approval from the OOG before subcontracting.

**9.2.2.2.** The COG may identify the OOG as the intended beneficiary of a subcontract, but COG is not authorized to execute any contract directly obligating the OOG to the payment for services or otherwise identifying the OOG as a party to any subcontract.

**9.2.2.3.** In no event shall any provision of the Agreement be construed as relieving the COG of the responsibility for ensuring that all services under the Agreement, and any subcontracts thereto, shall be rendered in compliance with all the terms of the Agreement.

**9.2.2.4.** The COG will be the sole point of contact for the OOG with respect to any performances to be provided by the subcontractor, and any payments due to the subcontractor. The COG will identify a designated point of contact who shall be responsible for the coordination of all communications with the subcontractor.

**9.2.2.5.** The COG shall be solely and exclusively responsible for any payments and other claims due to subcontractors for work required by the Agreement. All payments to the COG for the actual, reasonable, and necessary expenses relating to the use of subcontractors is subject to the COG's compliance with the terms and conditions of the Agreement.

**9.2.2.6.** In accordance with the Texas Prompt Payment Act, the COG shall, upon receipt of payment from the OOG, pay a subcontractor the appropriate share of the payment not later than ten calendar days after the date the COG receives the payment. Upon request of the OOG, the COG shall promptly provide documentation in a form acceptable to the OOG to support confirmation of payments made by COG to a subcontractor. Any failure to promptly pay

## PART A: SPECIFIC TERMS AND CONDITIONS

subcontractors as required by this Section may result in termination of the Agreement for cause.

**9.2.2.7.** The COG shall include a term in any subcontracts that places subcontractors on notice that the subcontract is subject to certain terms and conditions of the Agreement and holds that the event of any conflict between the terms of the subcontract and the Agreement, the Agreement shall prevail.

**9.3. Amendments.** Except as stated herein, the Agreement may be amended only upon written agreement signed by the Parties. The Parties stipulate and agree that any other acts, oral statements, or representations by either Party, their agents or employees that purport to amend the Agreement, including increasing the liability of the OOG or modifying the SOWs, is voidable by the OOG, unless the Agreement is amended in writing to increase the liability of the OOG or modify the SOWs.

Notwithstanding the paragraph above, if any of the following circumstances arises, the OOG reserves the right to amend the Agreement through execution of a unilateral amendment, which the OOG will provide to the COG: (i) to correct an obvious clerical error in the Agreement; (ii) to incorporate new or revised federal or state laws, regulations, rules, or policies that are required to be included as part of the Agreement; (iii) to change the designated OOG contact person or mailing address; or (iv) to change the COG's contact person or mailing address.

**9.4. No Assignment.** No right or obligation under the Agreement may be assigned without the prior written approval of the OOG; any attempted assignment made in violation of this provision shall be voidable by the OOG.

**9.5. Audit, Access to Records, Records Retention.**

**9.5.1. Full Cooperation.** The COG will cooperate fully in any monitoring, inspection, assessment, review, or audit conducted by the OOG or its authorized representatives related to any services provided under the Agreement or billed to the OOG. The COG will remedy within thirty calendar days any weaknesses, deficiencies, Agreement noncompliance, or audit exceptions found in a review by the OOG or its authorized representatives. Such remedy may include a refund or offset of Agreement payments, or any other appropriate actions deemed necessary by the OOG. The COG's failure to comply with this requirement shall be grounds for termination of the Agreement for reason of default.

**9.5.2. Access to Information.** The OOG, through any of its authorized representatives, shall have access to books, records, documents, financial records, and any other information pertinent to performance of all work under the Agreement for the purposes of audit, review, inspection, copying, and audit. This right of access applies to services provided or performed by, or financial records pertaining to, all subcontracts and subcontractors. The COG shall provide proper facilities for such access and inspection, or otherwise promptly make such records available to the OOG or its authorized representatives through the production or copying of any documents or information required by the OOG at the COG's expense.

## PART A: SPECIFIC TERMS AND CONDITIONS

**9.5.3. Maintenance of Adequate Records.** The COG shall maintain adequate records to support its charges, procedures, and performances for all work relating to the Agreement. Records shall be maintained by the COG and made available to the OOG and its authorized representatives during the term of the Agreement and thereafter until the later of the expiration of: (i) seven years from date of final payment by the OOG for the services provided under the Agreement; or (ii) seven years from date of final completion of any audit, dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.

**9.5.4. State Auditor's Office.** In addition to, and without limitation on other audit provisions of the Agreement, pursuant to Section 2262.154, Texas Government Code, the Texas State Auditor's Office may conduct an audit or investigation of the COG or any other entity or person receiving funds from the OOG directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds by the COG or any other entity or person directly under the Agreement or indirectly through a subcontract under the Agreement is acceptance of the authority of the Texas State Auditor's Office to conduct an audit or investigation in connection with those funds. The COG or other entity that is the subject of an audit or investigation by the Texas State Auditor's Office must provide the Texas State Auditor's Office with access to any information the Texas State Auditor's Office considers relevant to the investigation or audit. The COG further agrees to cooperate fully with the Texas State Auditor's Office in the conduct of the audit or investigation, including providing all records requested.

The COG shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the COG and the requirement to cooperate is included in any subcontract it awards. The Texas State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the COG related to the Agreement.

**9.6. No Third-Party Beneficiary Rights.** The Agreement is not intended to and shall not be construed to give any third party any interest or rights, including, without limitation, any third-party beneficiary rights, with respect to or in connection with any agreement, subcontract, or provision contained herein or contemplated hereby.

**9.7. Default, Remedies, and Opportunity to Cure.**

**9.7.1. Notice of Possible Default.** The OOG, in its sole discretion and based on information from monitoring, audit, or other verifiable sources, will determine whether the COG has acted or failed to act in such a manner that gives rise to an act of possible default under the Agreement. The OOG shall give written notice to the COG setting out the circumstances that support the OOG's determination of possible default and specify the time period by which the COG must cure the possible default.

**9.7.2. Remedies in the Event of Possible Default.** Upon the OOG's determination of possible default, the OOG, in its sole discretion, may terminate the Agreement for cause or

## PART A: SPECIFIC TERMS AND CONDITIONS

take other actions the OOG determines are necessary to remedy the possible default, including, but not limited to:

**9.7.2.1.** Withholding or recouping payments made to the COG or imposing other sanctions based on specific violations of Agreement requirements;

**9.7.2.2.** Requiring the COG cure the possible default within a reasonable time period specified by the OOG and to provide the OOG with sufficient information that supports a finding of cure by the OOG;

**9.7.2.3.** Requiring the COG to take specific corrective actions to achieve or remain in compliance with any contractual term;

**9.7.2.4.** Suspending or limiting the receipt of any services and placing conditions on any such suspensions or limitations;

**9.7.2.5.** Requiring the removal of any employee of the COG or any subcontractor from providing services under the Agreement; and

**9.7.2.6.** Imposing special conditions on the COG to ensure compliance with the Agreement, including, but not limited to, the imposition of additional procedures to ensure the proper delivery of services or to support payments to the COG, or the suspension, abeyance, or removal of any contractual rights of the COG.

**9.7.3. Cure.** If the OOG is satisfied the COG has cured the possible default within the time specified in the written notice provided by the OOG in accordance with Section 9.7.1, the OOG will provide written notice to the COG. The OOG will exercise good faith and reasonableness in determining, in the sole discretion of the OOG, whether the COG has cured the possible default. If, in the sole discretion of the Executive Director of the OOG, the Executive Director determines the COG has taken appropriate corrective measures, the COG may recoup withheld or offset payment amounts.

**9.7.4. Repeated Acts of Possible Default.** If the COG commits more than two independent acts of possible default, even if each possible default was cured, the OOG may declare the COG to be in default of the Agreement.

**9.7.5. Default.** If the OOG is not satisfied that the COG has cured a possible default within the time period specified by the OOG, or that the COG has committed repeated acts of possible default, as specified in Section 9.7.4, the COG shall be in default hereunder, and the OOG shall give written notice to the COG declaring such default.

**9.7.6. Notice From OOG Not Required.** Notwithstanding any other provision of the Agreement, the OOG is not required to give the COG any notice of default or an opportunity to cure to exercise the OOG's right to terminate for cause.

### **9.8. Termination.**

## PART A: SPECIFIC TERMS AND CONDITIONS

**9.8.1. Convenience.** The OOG may, in its sole discretion and at its sole option, terminate the Agreement, in whole or in part, without recourse or penalty, by notifying the COG in writing of such termination. Such notification of termination shall state the effective date of such termination and if no effective date is specified, the termination shall be effective upon the date of the notification.

**9.8.2. Agreed Termination.** The OOG and the COG may mutually agree to terminate the Agreement.

**9.8.3. Cause or Default.** In the event the COG fails to perform or comply with an obligation or a term, condition, or provision of the Agreement, or if the COG is in default and has failed to cure such default after having received notice and an opportunity to cure, the OOG may terminate all or any part of the Agreement for cause. If the COG's breach is based on repeated acts of default or is of a nature such that it cannot be cured within thirty calendar days, then the OOG may terminate all or any part of the Agreement immediately without opportunity to cure. In either case, the OOG will notify the COG of the default. Such notification of termination shall state the effective date of such termination, and if no effective date is specified, the termination shall be effective upon the date the notification was sent.

### **9.8.4. Rights Upon Termination or Expiration.**

**9.8.4.1. Cessation of Work.** Upon receipt of written notice to terminate or upon final expiration of the Agreement, the COG shall immediately discontinue providing the specified services as of the effective date of termination or expiration, unless the OOG directs otherwise.

**9.8.4.2. Liability for Payments.** The OOG shall be liable for payment only to the portion of work authorized by the OOG in writing, completed prior to the effective date of termination or expiration, and accepted by the OOG. The OOG shall not be liable for any damages, claims, losses, or any other amounts arising from or related to any such termination or expiration, or for any work performed that: (i) is not accepted by the OOG; (ii) does not meet Agreement requirements; (iii) was performed after the effective date of termination; or (iv) after the OOG rescinded its approval or acceptance.

**9.8.4.3. Return and Ownership of Works and Materials.** Subject to any requirements of the COG to provide end of Agreement transition services, the COG shall promptly deliver or otherwise make available to the OOG at the COG's expense, all works, and such other information and materials as may have been accumulated by the COG in providing services under the Agreement, whether completed or in process. Upon termination or expiration, the OOG may take over the services prescribed by the Agreement and pursue the same to completion by contracting with another party or otherwise. All works, including services,

## PART A: SPECIFIC TERMS AND CONDITIONS

produced by the COG and paid for by the OOG shall become and/or remain the property of the OOG as further described in the Agreement.

**9.8.4.4. Remedies.** Notwithstanding any exercise by the OOG of its rights of early termination, the COG shall not be relieved of any liability to the OOG for damages due to the OOG by virtue of any breach of the Agreement by the COG or for amounts otherwise due the OOG by the COG. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under the Agreement to enforce the terms of the Agreement, or to recover damages for the breach of any agreement being derived from the Agreement. The COG shall remain liable for all covenants and indemnities under the Agreement and for all costs and expenses, including court costs, incurred by the OOG with respect to the enforcement of any of the remedies listed in the Agreement.

### **9.9. Applicable Law and Venue.**

**9.9.1. State of Texas Law.** The laws of the State of Texas govern this Agreement and all disputes arising out of or relating to this Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

**9.9.2. Venue.** Venue for any COG-initiated action, suit, litigation, or other proceeding arising out of or in any way relating to this Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Western District of Texas – Austin Division. Venue for any OOG-initiated action, suit, litigation, or other proceeding arising out of or in any way relating to this Agreement may be commenced in a Texas state district court or a United States District Court selected by the OOG in its sole discretion.

**9.9.3. Consent to Jurisdiction.** The COG hereby irrevocably and unconditionally consents to the jurisdiction of the courts referenced in this Section for the purpose of prosecuting and/or defending such litigation. The COG hereby waives and agrees not to assert as a defense, or otherwise, in any suit, action, or proceeding, any claim that the COG is not subject to the jurisdiction of the above-named courts; the suit, action, or proceeding is brought in an inconvenient forum; and/or the venue is otherwise improper.

**9.10. Actions or Citations.** The COG shall provide immediate written notice to the OOG regarding any actions or citations, whether civil or criminal, by federal, state, or local governmental agencies that relate to any services provided under this Agreement.

### **9.11. Dispute Resolution.**

**9.11.1. Informal Meetings.** The Parties' representatives will meet as needed to implement the terms of the Agreement and will make a good faith effort to informally resolve any disputes.

## PART A: SPECIFIC TERMS AND CONDITIONS

**9.11.2. Dispute Resolution.** If Chapter 2260, Texas Government Code, is applicable, disputes arising under the Agreement shall be resolved in accordance with the dispute resolution process provided therein.

**9.11.3. Continued Performance.** The COG shall not be excused from performance during any pending dispute, unless approved in writing by the OOG.

**9.12. Force Majeure.** Neither the COG nor the OOG shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that, by exercise of due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing, with proof of receipt, within a reasonable time of the existence of such force majeure, and exercise due diligence to overcome such force majeure, or otherwise waive this right as a defense. If non-performance continues for more than thirty calendar days, the OOG may terminate the Agreement with no further notice to the COG.

**9.13. Waiver.** The failure of a Party to this Agreement to enforce, at any time, a provision of this Agreement or to exercise any option under this Agreement is not a waiver of the provision or option, nor does it affect the validity of any part of this Agreement or the right of either Party to subsequently enforce a provision or exercise an option. A waiver of a breach of this Agreement is not a waiver of a subsequent breach. Remedies available under this Agreement are in addition to every other remedy available at law or in equity.

**9.14. No Waiver of Immunity.** The OOG is immune from suit and from liability. No part of the Agreement, nor the conduct or statement of any person, will be construed as a waiver of sovereign immunity or official immunity, or of any of the privileges, rights, defenses, remedies, or immunities available to the OOG, and/or the State of Texas, or their officers, employees, or agents as provided by law.

**9.15. Fraud, Waste, or Abuse.** The COG understands that the OOG does not tolerate any type of fraud, waste, or misuse of funds received from the OOG. The OOG's policy is to promote consistent, legal, and ethical organizational behavior. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event of a formal allegation or a finding of fraud, waste, or misuse of funds received from the OOG, the COG is required to immediately notify the OOG of said finding. The COG is also obliged to inform the OOG of the status of any ongoing investigation. All notices should be reported to the OOG's Fraud Coordinator or Ethics Advisor at (512) 463-2000 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

**9.16. Texas Public Information Act.** The COG acknowledges that the State of Texas, the OOG, and the Agreement are subject to the Texas Public Information Act (the "Act"). The COG agrees

## PART A: SPECIFIC TERMS AND CONDITIONS

that all information created or exchanged in connection with the Agreement is subject to the Act. The COG will cooperate with the OOG in the production of documents or information responsive to a request for information. Information provided by the COG in connection with the Agreement that the COG considers proprietary, financial, or trade secret information (collectively, Confidential Information) shall be designated as such when it is provided to the OOG. The OOG will notify the COG if all or part of the Confidential Information is requested under the Act. Failure of the COG to timely respond to such notification may result in the release of all or part of the Confidential Information as public information. It is the COG's obligation to timely submit briefing to the Office of the Attorney General of Texas in accordance with the Act, setting forth the legal basis upon which the requested information should remain confidential. The OOG assumes no responsibility for asserting legal arguments to the Office of the Attorney General of Texas on behalf of the COG.

The COG will notify the OOG within twenty-four hours of receipt of any third-party requests for information that was provided to the COG by the OOG. The COG agrees that information not otherwise excepted from disclosure under the Act, will be available in PDF, Microsoft Word, Microsoft Power Point or Microsoft Excel formats at no charge to the OOG or the State of Texas.

**9.17. Information Security and Privacy.** The COG shall employ and maintain appropriate information security procedures to protect against the unauthorized acquisition, use, or disclosure of any personal information under applicable laws, including Personal Identifying Information or Sensitive Personal Information as those terms are defined in Chapter 521, Texas Business and Commerce Code, that it receives, compiles, or creates as a result of the Agreement to ensure compliance with any agency requirements of the OOG and/or any applicable international, federal, state, or local laws, regulations, and ordinances. Unless required by law to disclose, the COG agrees to maintain the confidentiality of information received from the OOG or the State of Texas during the performance of the Agreement, including, but not limited to, Sensitive Personal Information, Personally Identifying Information, personal financial information, financial account numbers, account access information, computer passwords, social security numbers or information that is confidential by law or otherwise subject to a lawful exception from disclosure. In the event of an unauthorized acquisition, use, or disclosure of the OOG's information by the COG, its employees, representatives, subcontractors or other agents in the performance of the COG's duties, the COG shall: (i) immediately notify the OOG in writing; (ii) assume and comply with any applicable remedial requirements required by law; (iii) bear all costs of such compliance and remediation; and (iv) provide the OOG with information regarding the breach and the progress of any remedial efforts if requested. The obligations of the COG under this Section will survive the COG and must be included in all subcontracts in which the subcontractor may have access to personal information.

The COG shall endorse the OOG's requirements and adhere to the State of Texas' and the OOG's Information Technology Security Standards. From time-to-time and on the request of the OOG, the COG may be required to execute written information security or non-disclosure agreements as deemed necessary by the OOG to strictly comply with any applicable confidentiality or information security requirements or applicable laws, regulations, and protective orders. The COG is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities may include, but are not limited to identification of security,



## PART A: SPECIFIC TERMS AND CONDITIONS

privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the Agreement. In addition, the OOG may periodically assess the COG's privacy and security services provisioned to providing the goods and services under the COG to ensure all Agreement obligations are being met and to manage and mitigate risk.

To the extent applicable, if the COG is authorized to access, transmit, use, or store data for the OOG, the COG must meet the security controls the OOG determines are proportionate with the OOG's risk under the COG based on the sensitivity of the OOG's data. The COG must periodically provide to the OOG evidence that the COG meets the security controls required under the Agreement.

**9.18. Buy Texas.** The COG represents and warrants that it will buy Texas products, services, and materials for use in providing the services authorized herein when such products, services, and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products, services, and materials.

**9.19. Debt to State.** The COG acknowledges and agrees that, to the extent the COG owes any debt or delinquent taxes to the State of Texas, any payments the COG is owed under this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes the COG owes the State of Texas until the debt or delinquent taxes are paid in full.

**9.20. Debarment and Suspension.** The COG understands that the OOG will adhere to the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and the COG certifies that it and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; that it is in compliance with Texas statutes and rules; and that it is not listed on the federal government's terrorism watch list.

**9.21. Clean Air and Water Pollution Control.** If the total amount of this Agreement, as listed in Section 6.3, is in excess of \$150,000, the COG certifies it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).

**9.22. Recovered Materials.** The COG represents and warrants that it will comply with Section 6002 of the federal Solid Waste Disposal Act (42 USC § 6962), as amended by the Resource Conservation and Recovery Act, and Title 40, Part 247, Code of Federal Regulations.

**9.23. Lobbying.** If the total amount of this Agreement, as listed in Section 6.3, is in excess of \$100,000, the COG certifies that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The COG also agrees to disclose any lobbying with non-Federal funds that

## PART A: SPECIFIC TERMS AND CONDITIONS

takes place in connection with obtaining any Federal award or contract. Such disclosures should be forwarded to the OOG's Authorized Representative.

**9.24. Israel.** If the COG is required to make a certification pursuant to Section 2271.002, Texas Government Code, the COG certifies that the COG: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

**9.25. Firearm Entities or Firearm Trade Associations.** If the COG is required to make a certification pursuant to Section 2274.002, Texas Government Code, the COG certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. If the COG does not make that certification, the COG must state why the certification is not required.

**9.26. Energy Companies.** If the COG is required to make a certification pursuant to Section 2276.002, Texas Government Code, the COG certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. If the COG does not make that certification, the COG must state why the certification is not required.

**9.27. Iran, Sudan, or Foreign Terrorist Organization.** The COG represents that neither the COG, nor any affiliate of the COG, (i) is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201, Texas Government Code; (ii) constitutes a "scrutinized company" as defined by Section 2270.0001(9), Texas Government Code; or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code.

**9.28. U.S. Department of Homeland Security's E-verify System.** The COG certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system, as required by Chapter 673, Texas Government Code, to determine the eligibility of: (1) All persons employed to perform duties within Texas, during the term of the Agreement; and (2) all persons employed, including subcontractors, by the COG assigned to perform work pursuant to the Agreement, within the United States of America. If this certification is falsely made, the Agreement may be immediately terminated, at the discretion of the OOG and at no fault to the OOG, with no prior notification.

**9.29. No Prior Disaster Relief Violations.** The OOG is prohibited from entering a contract with an entity which, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004, Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053, Texas Government Code, the COG certifies that it is not ineligible from entering into this Agreement and will remain compliant with this certification during the term of this Agreement. The COG acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate or false.

## PART A: SPECIFIC TERMS AND CONDITIONS

**9.30. Technology Accessibility Requirements.** If applicable, the COG will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the COG shall provide the Department of Information Resources with the URL to the COG's Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

**9.31. Immigration.** The COG represents and warrants that the COG shall comply with all applicable U.S. immigration laws with respect to the employment of any individual who will perform labor or services in the U.S. under this Agreement.

**9.32. Historically Underutilized Businesses.** The COG represents and warrants that it will comply with Chapter 2161, Texas Government Code, in making any purchases or providing any purchasing services under this Agreement.

**9.33. Conflicts of Interest.** Notwithstanding anything herein to the contrary, the COG shall ensure that all its public officials, as defined in Section 573.001(3), Texas Government Code, comply with the nepotism provisions of such Chapter 573.

**9.34. Cybersecurity Training.** To the extent the COG has access to any state computer system or database, the COG must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by the OOG. The COG shall verify completion of the program to the OOG in writing upon completion of the program.

**9.35. Human Trafficking.** the COG certifies it is not ineligible to receive this Agreement under Section 2155.0061, Texas Government Code, and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

**9.36. Prohibited Bids and Agreements.** Under Section 2155.004, Texas Government Code, the COG certifies that the COG is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

**9.37. Gift to Public Servant.** The COG warrants that it has not given, offered to give, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Agreement.

**9.38. Former Executive Head and Employees of the Agency.** The COG certifies that this Agreement is compliant, and will remain in compliance during the Agreement term, with the

## PART A: SPECIFIC TERMS AND CONDITIONS

following sections of the Texas Government Code: Section 669.003 (Contracting with Executive Head of State Agency); Section 572.069 (Prohibiting employment of state officers and employees who participated in the procurement of services); and Section 2252.901 (Contracts with Former or Retired Agency Employees).

**9.39. Required Certifications.** The OOG certifies that it has the authority to perform acts necessary to fulfill its responsibilities under this Agreement by authority granted in Sections 421.072 and 772.006, Texas Government Code. The COG further certifies that it has authority to perform acts necessary to fulfill its responsibilities under this Agreement by the authority granted in Section 391.011(c), Texas Local Government Code, and that this Agreement is authorized by the COG's governing body.

**SECTION 10. NOTICES.** Any notice required or permitted under this Agreement by one Party to the other Party must be in writing and correspond with the contact information noted in this Section. Any notice required or permitted to be given under the Agreement may be given by regular first-class mail and/or email and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving Party at the address specified in this Section. At all times, the COG will maintain and monitor at least one active email address for the receipt of Agreement-related communications from the OOG. It is the COG's responsibility to monitor this email address for Agreement-related information.

### OOG

«OOG\_POC\_Name»  
«OOG\_POC\_Title»  
«OOG\_POC\_Division»  
Office of the Governor  
P.O. Box 12878  
Austin, Texas 78711-2878  
«OOG\_POC\_Email»

### COG

«COG\_Executive\_Director\_Name»  
«COG\_Contact\_Title»  
«COG\_Name»  
«COG Address»  
«COG\_City», «COG\_State» «COG\_ZIP»  
«COG\_ED\_Email\_Address»

### SECTION 11. INDEMNIFICATION OR DAMAGE CLAIMS.

**TO THE EXTENT ALLOWED BY LAW, THE COG SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND THE OOG, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, DESIGNEES, AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE COG OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE COG IN THE EXECUTION OF PERFORMANCE OF THIS AGREEMENT. THE COG SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE OOG. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE THE COG TO**

## **PART A: SPECIFIC TERMS AND CONDITIONS**

**INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS OR THE OOG FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE OOG OR ITS EMPLOYEES.**

### **SECTION 12. TAXES/WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE.**

**THE COG IS FULLY RESPONSIBLE FOR ITS OWN FEDERAL, STATE, AND LOCAL TAXES. THE COG AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, THE COG SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF THE COG'S AND ITS EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. THE COG AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE OOG AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO THE COG, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF THE OOG.**

**SECTION 13. SEVERABILITY.** If any part or provision of this Agreement is held invalid, such invalidity shall not affect any other part or provision that can be given effect without the invalid part or provision, and to this end all parts and provisions of this Agreement are declared to be severable.

**SECTION 14. SURVIVAL OF PROMISES.** Expiration or termination of this Agreement for any reason does not release the COG from any provision pertaining to return of funds, confidentiality, limitation of liability, indemnification, audit rights, records retention, dispute resolution, sovereign immunity, governing law, venue, or appropriated funds.

**SECTION 15. FALSE STATEMENTS.** By signature to this Agreement, the COG makes all the representations, warranties, guarantees, certifications, and affirmations included in this Agreement. If the COG signs this Agreement with a false statement or it is subsequently determined that the COG has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Agreement, the COG shall be in default under this Agreement and the OOG may terminate or void this Agreement for cause and pursue other remedies available to the OOG under this Agreement and applicable law.

**SECTION 16. ENTIRE AGREEMENT.** This Agreement, upon taking effect, represents the entire agreement between the Parties hereto. This Agreement supersedes all prior agreements between the Parties, whether written or oral.

**SECTION 17. COG CERTIFICATIONS.** By agreeing to and signing this Agreement, the COG makes all certifications, representations, and warranties required by this Agreement, and agrees that payments under this Agreement can be withheld and this Agreement terminated,

**PART A: SPECIFIC TERMS AND CONDITIONS**

without further notice, if the certifications, representations, or warranties required by this Agreement are inaccurate or false.

**SECTION 18. PARTY CERTIFICATIONS.** The Parties certify: (1) the proposed arrangements are necessary and essential for activities that are properly within the statutory functions and programs of the affected agency; (2) the proposed arrangements serve the interest of efficient and economical administration of state government; (3) there are no services, supplies, or materials contracted for in this Agreement that are required by Article 16, Section 21, Texas Constitution, to be supplies under contract given to the lowest responsible bidder; and (4) the Parties have the authority to enter into this Agreement or, if required by applicable laws, have obtained the authority of its governing body to enter into this Agreement.

**SECTION 19. AUTHORIZED REPRESENTATIVES.** For purposes of administering and implementing this Agreement, the Executive Director is the person authorized to represent the OOG, and the Executive Director of the COG is the person authorized to represent the COG.

**SECTION 20. SIGNATORIES. IN WITNESS WHEREOF,** the undersigned representatives have the authority to execute and agree to this Agreement on behalf of their respective represented Party, and hereby execute this Agreement to be effective as of the date stated above.

**OFFICE OF THE GOVERNOR**

**«COG NAME»**

\_\_\_\_\_  
Chief of Staff or Designee  
Office of the Governor

\_\_\_\_\_  
«COG\_Executive\_Director\_Name»  
Executive Director  
«COG\_NAME»

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PART A: SPECIFIC TERMS AND CONDITIONS**

**Statement of Work (Attachment A)  
Public Safety Office (“PSO”)  
Homeland Security Services**

<b>Task #</b>	<b>Task Description/Deliverable</b>	<b>Due Date</b>
<b>HS1</b>	<b>Local Policies or Bylaws</b>	
HS1.1	<p>The COG shall ensure that written policies or bylaws concerning the COG’s duties under this Agreement are developed and adopted by the COG’s governing body in accordance with applicable laws and regulations. Governing policies must include guidance concerning the following:</p> <ul style="list-style-type: none"> <li>a. Attendance requirements for prioritization meetings;</li> <li>b. Prioritization of grant applications;</li> <li>c. COG governing body’s review and approval process;</li> <li>d. COG’s strategic vision related to homeland security issues;</li> <li>e. Conflicts of interest;</li> <li>f. Compliance with the requirements described in Chapter 551, Texas Government Code (Texas Open Meetings Act);</li> <li>g. Local funding recommendation limitations, including but not limited to minimum or maximum application requested amounts, competition cycles, or decreasing fund ratios, if applicable; and</li> <li>h. If applicable, grant application workshop attendance requirements.</li> </ul> <p>The COG's policies may not require payment of membership dues to be considered for funding.</p>	Ongoing
HS1.2	The COG shall inform applicants, current grantees, and other requestors of the availability of relevant COG policies and bylaws and shall provide such policies and bylaws to interested parties upon request.	Ongoing
<b>HS2</b>	<b>Technical Assistance</b>	
HS2.1	<p>The COG shall make available to potential applicants in the COG’s region the following:</p> <ul style="list-style-type: none"> <li>a. Priorities identified by the COG related to homeland security issues;</li> </ul>	At least 30 calendar days prior to the PSO eGrants application

**PART A: SPECIFIC TERMS AND CONDITIONS**

	<p>b. How the COG reviews and prioritizes projects, including but not limited to, 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;</p> <p>c. Information related to the availability of training materials, or other documents regarding PSO grant application creation, available on the eGrants website at: <a href="http://egrants.gov.texas.gov">egrants.gov.texas.gov</a>; and</p> <p>d. Information regarding grant application workshop attendance requirements, if applicable.</p> <p>The COG may choose, at the COG’s discretion, to conduct grant application workshops, workgroups and/or subcommittees to provide technical assistance to potential applicants in the COG’s Region for the PSO homeland security funding opportunities consistent with the COG’s policies and procedures.</p>	submission deadline
HS2.2	<p>The COG shall inform applicants/grantees that PSO employees are assigned to each application/grant in eGrants and that the applicant/grantee may contact these personnel, or the eGrants Help Desk, for assistance with grant related questions and issues.</p> <p>The COG may inform applicants/grantees that technical assistance is available through the COG and, upon request, the COG shall coordinate with the PSO to provide technical assistance to applicants and grantees.</p>	Ongoing
HS2.3	<p>The COG shall make the current OOG State Homeland Security Grant Program (SHSP) funding opportunity publicly available on the COG’s website by either posting the opportunity or providing a link to the eGrants funding announcements found at: <a href="https://egrants.gov.texas.gov/fundopp.aspx">https://egrants.gov.texas.gov/fundopp.aspx</a>.</p>	At least 14 calendar days prior to any COG imposed application submission deadline and at least 30 calendar days prior to the PSO eGrants application submission deadline
<b>HS3</b>	<b>Oversight of the Homeland Security Advisory Committee</b>	
HS3.1	<p>Each COG shall establish and maintain a Homeland Security Advisory Committee (HSAC) that consists of participants who are knowledgeable about terrorism preparedness and the threats, vulnerabilities, and consequences relevant to the COG Region. The</p>	Ongoing



**PART A: SPECIFIC TERMS AND CONDITIONS**

	<p>HSAC shall advise the COG on matters related to terrorism preparedness.</p> <p>The COG shall ensure that the HSAC has varied participation including, but not limited to representation from various counties, municipalities, non-profit organizations, disciplines, and/or other stakeholders from within the region.</p> <p>Upon request from the PSO, the COG shall provide a complete list of HSAC members and any requested information related to HSAC scoring/prioritization meetings.</p>	
<p>HS3.2</p>	<p><b>Conflict of Interest:</b> The COG shall ensure that members of the COG’s governing body, the HSAC, 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:</p> <ul style="list-style-type: none"> <li>a. Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded;</li> <li>b. Serves on any governing board that oversees the unit or division that would administer the grant, if awarded;</li> <li>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</li> <li>d. Receives any funds, or a substantial amount of tangible goods or services, from the applicant agency as a result of the grant, if awarded.</li> </ul> <p>If a HSAC member has a conflict of interest regarding a particular grant application, the COG will ensure that the committee member abstains from voting, commenting, or otherwise influencing the prioritization process for that application.</p> <p>If the COG learns that any applicant, HSAC member, COG personnel, or other individual has reason to believe that favoritism or inappropriate actions occurred during the scoring or prioritization of PSO homeland security projects, the COG shall notify the PSO of the concerns as soon as possible.</p>	<p>Ongoing</p>
<p>HS3.3</p>	<p>The COG shall actively facilitate all HSAC meetings and ensure that all HSAC members are aware of local policies and bylaws and the requirements of the COG’s contract with the PSO.</p> <p>The COG shall document all HSAC proceedings related to PSO business by recording the HSAC proceedings or by preparing written minutes of the HSAC proceedings. If written minutes are prepared, the</p>	<p>Ongoing</p>

**PART A: SPECIFIC TERMS AND CONDITIONS**

	written minutes must be certified with the signature of an HSAC member who attended the meeting.	
HS3.4	The COG shall ensure that all COG governing board meetings and HSAC meetings at which PSO homeland security-related matters are discussed comply with the requirements of the Chapter 551, Texas Government Code (Texas Open Meetings Act).	Ongoing
<b>HS4</b>	<b>Application Prioritization Process</b>	
HS4.1	<p>The COG shall ensure that:</p> <ul style="list-style-type: none"> <li>a. The HSAC considers and prioritizes all grant applications received under the SHSP;</li> <li>b. The HSAC members prioritize the applications utilizing a risk-informed methodology (process) informed by the region’s Threat and Hazard Identification and Risk Assessment (THIRA), Stakeholder Preparedness Report (SPR), and the Texas Homeland Security Strategic Plan – Implementation Plan (HSSP-IP);</li> <li>c. The COG provides HSAC members with copies of the region’s applications, the COG's regional methodology for risk-informed scoring and/or prioritization of projects, scoring instruments, the criteria used in scoring grant applications, and other relevant materials prior to holding the COG's prioritization meeting for any PSO homeland security funding opportunity.</li> <li>d. The COG tabulates scores or votes and/or compiles an accurate priority list for submission to the PSO using the format required by the PSO and, in the event of a tie, the COG will break all ties; and</li> <li>e. The COG’s governing body reviews and approves the HSAC priority listings prior to submitting them to the PSO in compliance with the applicable provisions of Title 1, Part 1, Chapter 3, Texas Administrative Code.</li> </ul>	Ongoing

**PART A: SPECIFIC TERMS AND CONDITIONS**

HS4.2	<p>The COG shall ensure that funding recommendations on grant applications are based upon:</p> <ul style="list-style-type: none"> <li>a. Any state strategies identified by the PSO within the RFA;</li> <li>b. Homeland security priorities identified through the COG’s risk informed project prioritization methodology as informed by the THIRA, capability gaps identified in the COG’s regional SPR, and priorities identified in the region’s HSSP-IP;</li> <li>c. The eligibility, reasonableness, and cost-effectiveness of the proposed project; and</li> <li>d. Current COG policies and bylaws.</li> </ul>	Ongoing
HS4.3	<p>The COG shall notify all applicants in writing of the region’s approved prioritization results in HS4.1.a. The notice must state:</p> <p>“After the HSAC prioritizes the grant applications and the COG’s governing body approves the priority listing, the COG submits the priority listing to the PSO. Based upon the COG’s priority listing, the PSO 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 COG will notify applicants of any changes in the funding recommendations.”</p>	On or before the 14th calendar day after the COG’s decision
HS4.4	<p>The COG shall submit, through eGrants, the approved priority listing for the SHSP, including recommended funding amounts. The COG’s authorized governing body <b>must</b> approve the priority listing prior to submission to the PSO.</p> <p>The priority listing is the sole means of communicating COG grant allocation recommendations from the COG to the PSO. The priority listing is one element upon which the PSO bases funding decisions. The COG is responsible for ensuring the appropriateness and accuracy of the priority listing, and for correcting any inaccuracies or errors that occur on the priority listing <b>prior to submission</b> to the PSO.</p>	On or before the 14th calendar day after the OOG batches applications to the COG
HS4.5	<p>The COG shall upload into eGrants a signed resolution or approved meeting minutes containing the authorized Executive Committee’s approval of the SHSP priority list. The COG must label the file(s) with the relevant Task Number and a short description of the information in each file.</p>	On or before the 45th calendar day from the date the OOG batches applications to the COG

**PART A: SPECIFIC TERMS AND CONDITIONS**

HS4.6	Upon request, the COG shall provide current grantees and other requestors with copies of the COG's regional methodology for risk-informed scoring and/or prioritization of projects, scoring instruments, the criteria used in scoring grant applications, and other relevant materials.	Ongoing
<b>HS5</b>	<b>Cooperation with the PSO</b>	
HS5.1	The COG shall: <ul style="list-style-type: none"><li>a. Fully cooperate with the PSO, its authorized representatives, and PSO designated partners or contractors;</li><li>b. Provide sufficient personnel, equipment, materials, supplies, and facilities to perform the duties and responsibilities listed in this Agreement, and to support the HSAC and their meetings related to PSO business;</li><li>c. Ensure that all COG personnel who work on PSO homeland security-related business are qualified by their education, training, and experience to fulfill the responsibilities of the position for which they are employed;</li><li>d. Prepare and submit all forms, reports, and records required by the PSO in accordance with PSO-established deadlines; and</li><li>e. Provide general services and coordination activities for homeland security and related topics throughout the year. Such services may include providing feedback on, input to, or communicating the PSO's real or proposed priorities to constituents and others within the COG Region.</li></ul>	Ongoing

**PART A: SPECIFIC TERMS AND CONDITIONS**

HS5.2	<p>The COG shall notify the PSO of any Public Information Act or media request received by the COG relating to any application for PSO homeland security grant funding or PSO homeland security grant-funded program no later than one business day after receiving the request. The notification shall include the name of the requestor, the date the request was received by the COG, and a description of the information requested.</p> <p>The COG shall give the PSO the opportunity to review any OOG-originated materials and information prior to release, if requested by the PSO.</p> <p>The COG shall also notify the PSO as to its response to any Public Information Act or media request received by the COG relating to any application for PSO funding or PSO-funded grant program no later than one business day after providing its response to the requestor. The notification shall include a description of the response (or a copy of the response, if the request was made to the requestor in writing), the date the response was provided to the requestor, and the name of the COG employee who responded to the request.</p>	Ongoing
<b>HS6</b>	<b>Reporting</b>	
HS6.1	<p>The COG shall submit <b>monthly</b> invoices to the PSO that include:</p> <ol style="list-style-type: none"> <li>a. The requested payment amount for the services provided during the prior month;</li> <li>b. A brief description of the activities related to this Agreement the COG completed during the billing cycle;</li> <li>c. The total number of COG staff hours spent on activities related to this Agreement during the billing cycle; and</li> <li>d. Any data necessary to understand the volume and impact of the services provided.</li> </ol> <p>The COG agrees to use the submission method and standard report format as may be established by the PSO.</p>	<p>By the 30th of each Month*</p> <p>*e.g., Report for September services due October 30th.</p>
<b>HS7</b>	<b>Other</b>	
HS7.1	<p><b>Knowledge:</b> The COG shall ensure that COG employees who work on PSO homeland security business have a working knowledge of the OOG’s Guide to Grants; Texas Grant Management Standards; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); and the state and federal statutes, rules, regulations, documents, and forms applicable to the funding opportunities listed in HS4.1.</p>	Ongoing

**PART A: SPECIFIC TERMS AND CONDITIONS**

HS7.2	<p><b>Training:</b> The COG shall ensure that one employee who works on PSO homeland security business attends and participates in mandatory training workshops, meetings, webinars, and conference calls sponsored by the PSO. The Executive Director of the PSO or an authorized representative may waive this requirement upon receipt of a written request from the Executive Director of the COG.</p>	Ongoing
HS7.3	<p><b>Vacancies:</b> The COG shall notify the PSO of a vacancy involving any staff position that provides services under this Agreement within fourteen calendar days after the vacancy. The COG shall also notify the PSO when a replacement is hired to fill a vacancy involving any staff position that provides services under this Agreement within fourteen calendar days after the replacement’s hire date.</p>	Ongoing
HS7.4	<p><b>Accounting Systems:</b> The COG shall have an accounting system that accounts for costs in accordance with generally accepted accounting standards or principles. The COG must propose and account for costs in a manner consistent with such standards or principles.</p>	Ongoing
HS7.5	<p><b>Access to Records, Records Retention:</b> The COG shall:</p> <ul style="list-style-type: none"> <li>a. Maintain adequate record keeping procedures.</li> <li>b. Retain all records, regardless of format, related to the services and requirements identified in this Agreement (“Records”).</li> <li>c. Follow all legal requirements for maintaining the confidentiality and security of all Records.</li> <li>d. Provide originals or copies of all Records to the PSO upon the request of the PSO, auditors from the State of Texas, or auditors from the Department of Homeland Security (DHS). The COG shall permit the PSO or its designee, auditors from the State, or DHS auditors to audit and inspect Records related to this Agreement at any time. The COG shall provide reasonable access to all Records required to accomplish a review of activities, services, expenditures, and the accuracy of reviews and reports. The COG shall also provide reasonable access to its employees by the PSO or other designated representatives of the Office of the Governor, auditors from the State, or DHS auditors. Access to Records is not limited to the required retention periods. The PSO and any of its authorized representatives, including but not limited to auditors from the State or DHS auditors, shall have access to all Records, for any reason, upon request for as long as the records are maintained.</li> <li>e. Retain the Records for a period of seven years after the final payment by the PSO under the terms of this Agreement with the following qualification: if any audit, claim, or litigation is</li> </ul>	Ongoing

**PART A: SPECIFIC TERMS AND CONDITIONS**

	<p>initiated before the expiration of the seven-year period, the Records shall be retained until the audit, claim, or litigation is resolved or until the end of the regular seven-year period, whichever is later. At the end of the seven-year period, the COG shall request disposition instructions for the Records from the PSO, and shall dispose of the Records in accordance with the PSO's instructions.</p> <p>The COG shall ensure that the above requirements regarding the "Access to Records, Records Retention" are included in any subcontract it awards related to the services in this Agreement.</p>	
HS7.6	<p><b>Audits:</b> Audits conducted pursuant to this Agreement shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the review or audit of an agency.</p> <p>Where the audit concerns the COG, the auditing entity will afford the COG an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.</p>	Ongoing

**PART A: SPECIFIC TERMS AND CONDITIONS**

**Statement of Work (Attachment B)  
Public Safety Office (“PSO”)  
Criminal Justice Services**

<b>Task #</b>	<b>Task Description/Deliverable</b>	<b>Due Date</b>
<b>CJ1</b>	<b>Local Policies or Bylaws</b>	
CJ1.1	<p>The COG shall ensure that written policies or bylaws concerning the COG’s duties under this Agreement are developed and adopted by the COG’s governing body in accordance with applicable laws and regulations. Governing policies must include guidance concerning the following:</p> <ul style="list-style-type: none"> <li>a. Attendance requirements for prioritization meetings;</li> <li>b. Prioritization of grant applications;</li> <li>c. COG governing body’s review and approval process;</li> <li>d. COG’s strategic vision related to criminal justice issues;</li> <li>e. Conflicts of interest;</li> <li>f. Compliance with the requirements described in Chapter 551, Texas Government Code (Texas Open Meetings Act);</li> <li>g. Local funding recommendation limitations, including but not limited to minimum or maximum application requested amounts, competition cycles, or decreasing fund ratios, if applicable; and</li> <li>h. If applicable, grant application workshop attendance requirements.</li> </ul> <p>The COG's policies may not require payment of membership dues to be considered for funding.</p>	Ongoing
CJ1.2	<p>The COG shall inform applicants, current grantees, and other requestors of the availability of relevant COG policies and bylaws and shall provide such policies and bylaws to interested parties upon request.</p>	Ongoing
<b>CJ2</b>	<b>Technical Assistance</b>	
CJ2.1	<p>The COG shall make available to potential applicants in the COG’s region the following:</p> <ul style="list-style-type: none"> <li>a. Priorities identified by the COG related to criminal justice issues;</li> <li>b. How the COG reviews and prioritizes projects, including but not limited to, the region’s methodology for risk-informed scoring/prioritization, scoring instruments, the criteria used in</li> </ul>	At least 30 calendar days prior to the PSO eGrants application submission deadline.



**PART A: SPECIFIC TERMS AND CONDITIONS**

	<p>scoring/prioritizing applications, and other relevant materials that affect the COG’s prioritization process;</p> <p>c. Information related to the availability of training materials, or other documents regarding PSO grant application creation, available on the eGrants website at: <a href="http://egrants.gov.texas.gov">egrants.gov.texas.gov</a>; and</p> <p>d. Information regarding grant application workshop attendance requirements, if applicable.</p> <p>The COG may choose, at the COG’s discretion, to conduct grant application workshops, workgroups and/or subcommittees to provide technical assistance to potential applicants in the COG’s Region for PSO criminal justice funding opportunities consistent with the COG’s policies and procedures.</p>	
CJ2.2	<p>The COG shall inform applicants/grantees that PSO employees are assigned to each application/grant in eGrants and that the applicant/grantee may contact these personnel, or the eGrants Help Desk, for assistance with grant related questions and issues.</p> <p>The COG may inform applicants/grantees that technical assistance is available through the COG and, upon request, the COG shall coordinate with the PSO to provide technical assistance to applicants and grantees.</p>	Ongoing
CJ2.3	<p>The COG shall make OOG funding opportunities listed in CJ5.1.a publicly available on the COG’s website by either posting those opportunities or providing a link to the eGrants funding announcements found at: <a href="https://egrants.gov.texas.gov/fundopp.aspx">https://egrants.gov.texas.gov/fundopp.aspx</a>.</p>	At least 14 calendar days prior to any COG imposed application submission deadline and at least 30 calendar days prior to the PSO eGrants application submission deadline
<b>CJ3</b>	<b>Oversight of the Criminal Justice Advisory Committee</b>	
CJ3.1	<p>Each COG shall establish and maintain a Criminal Justice Advisory Committee (CJAC) that consists of participants who are knowledgeable about criminal justice related issues relevant to the COG region. The CJAC shall advise the COG on matters related to criminal justice.</p>	Ongoing

**PART A: SPECIFIC TERMS AND CONDITIONS**

	<p>The COG shall ensure that the CJAC has a multidisciplinary representation of members from the COG’s Region. The CJAC’s membership must include individuals from the following groups or disciplines: non-profit organizations, municipalities, counties, citizens or parents, substance abuse prevention, education, juvenile justice, law enforcement, mental health, prosecution or courts, and victim services. No single group or discipline may constitute more than one-third (1/3) of the CJAC.</p> <p>Upon request from the PSO, the COG shall provide a complete list of CJAC members and any requested information related to CJAC scoring/prioritization meetings.</p>	
CJ3.2	<p><b>Conflict of Interest:</b> The COG shall ensure that members of the COG’s governing body, the CJAC, 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:</p> <ul style="list-style-type: none"> <li>a. Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded;</li> <li>b. Serves on any governing board that oversees the unit or division that would administer the grant, if awarded;</li> <li>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</li> <li>d. Receives any funds, or a substantial amount of tangible goods or services, from the applicant agency as a result of the grant, if awarded.</li> </ul> <p>If a CJAC member has a conflict of interest regarding a particular grant application, the COG will ensure that the committee member abstains from voting, commenting, or otherwise influencing the prioritization process for that application.</p> <p>If the COG learns that any applicant, CJAC member, COG personnel or other individual has reason to believe that favoritism or inappropriate actions occurred during the scoring or prioritization of PSO criminal justice projects, the COG shall notify the PSO of the concerns as soon as possible.</p>	Ongoing
CJ3.3	<p>The COG shall actively facilitate all CJAC meetings and ensure that all CJAC members are aware of local policies and bylaws and the requirements of the COG’s contract with the PSO.</p> <p>The COG shall document all CJAC proceedings related to PSO business by recording the CJAC proceedings or by preparing written</p>	Ongoing

**PART A: SPECIFIC TERMS AND CONDITIONS**

	minutes of the CJAC proceedings. If written minutes are prepared, the written minutes must be certified with the signature of a CJAC member who attended the meeting.	
CJ3.4	The COG shall ensure that all COG governing board meetings and CJAC meetings at which PSO criminal justice-related matters are discussed comply with the requirements of the Chapter 551, Texas Government Code, (Texas Open Meetings Act).	Ongoing
<b>CJ4</b>	<b>Strategic Planning</b>	
CJ4.1	The COG shall provide general planning and coordination activities for issues related to criminal justice, juvenile justice, delinquency prevention, victim services, and related topics throughout the year. Such services may include providing feedback on, input to, or communication of the PSO's real or proposed priorities.	Ongoing
CJ4.2	The COG shall regularly communicate with criminal justice stakeholders, including grantees, law enforcement, non-profit organizations, and other units of government, and shall engage those stakeholders when developing the region's strategic plan under CJ4.3. The COG must also inform the PSO and the CJAC of stakeholder interactions and provide additional insight into regional criminal justice needs.	Ongoing
CJ4.3	<p>The COG shall create a strategic plan for prioritizing the criminal justice needs in the COG's Region. The criminal justice needs relevant to this plan include, but are not limited to, criminal justice system improvements, juvenile justice system improvements, direct victim services, and mental health/substance abuse treatment.</p> <p>The strategic plan must describe the following:</p> <ol style="list-style-type: none"> <li>a. How local communities are engaged in the COG's planning process;</li> <li>b. The data used to support the plan;</li> <li>c. The stakeholders participating in the COG's planning process;</li> <li>d. The gaps in resources for criminal justice needs;</li> <li>e. The criminal justice priorities identified during the COG's planning process; and</li> <li>f. How the COG's plan will be used by the CJAC during the prioritization process.</li> </ol> <p>The plan must also include an executive summary, not to exceed two pages, written for a public audience that describes the following:</p> <ol style="list-style-type: none"> <li>a. The strategic planning process; and</li> </ol>	Ongoing

**PART A: SPECIFIC TERMS AND CONDITIONS**

	<p>b. The top five most critical needs for the region across all criminal justice areas.</p> <p>The plan should not exceed a five-year cycle.</p> <p>Upon request from the PSO, the COG shall provide a copy of the most current strategic plan to the PSO.</p>	
<b>CJ5</b>	<b>Application Prioritization Process</b>	
CJ5.1	<p>The COG shall ensure that:</p> <p>a. The CJAC considers and prioritizes all grant applications received under the following fund sources:</p> <ul style="list-style-type: none"> <li>• General Victim Assistance – Direct Services Programs (VA);</li> <li>• Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking (WF);</li> <li>• Justice Assistance Programs (DJ);</li> <li>• General Juvenile Justice and Delinquency Prevention Programs (SF); and</li> <li>• Truancy Prevention (TP).</li> </ul> <p>b. The COG implements an application scoring instrument for use by the CJAC that evaluates specific elements of the application identified by the PSO in the funding announcement;</p> <p>c. The COG provides CJAC members with copies of the region’s applications, scoring instruments, the criteria used in scoring grant applications, and other relevant materials prior to holding the COG’s prioritization meeting for any PSO criminal justice funding opportunity.;</p> <p>d. The COG tabulates scores and/or compiles an accurate priority list(s) for submission to the PSO using the format required by the PSO and, in the event of a tie, the COG will break all ties; and</p> <p>e. The COG’s governing body reviews and approves the CJAC priority listings listed in CJ5.1.a prior to submitting them to the PSO in compliance with the applicable provisions of Title 1, Part 1, Chapter 3, Texas Administrative Code.</p>	Ongoing
CJ5.2	<p>The COG shall ensure that funding recommendations on grant applications are based upon:</p> <p>a. Any state strategies identified by the PSO within the RFA;</p>	Ongoing

**PART A: SPECIFIC TERMS AND CONDITIONS**

	<ul style="list-style-type: none"> <li>b. Criminal justice priorities identified in the COG’s most recently completed strategic plan;</li> <li>c. The eligibility, reasonableness, and cost-effectiveness of the proposed project; and</li> <li>d. Current COG policies and bylaws.</li> </ul>	
CJ5.3	<p>The COG shall notify all applicants in writing of the region’s approved prioritization results identified in CJ5.1.a. The notice must state:</p> <p>“After the CJAC prioritizes the grant applications and the COG’s governing body approves the priority listing, the COG submits the written priority listing to the PSO. Based upon the COG’s priority listing, the PSO 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 COG will notify applicants of any changes in the funding recommendations.”</p>	On or before the 14th calendar day after the COG’s decision
CJ5.4	<p>The COG shall submit, through eGrants, the approved priority listings for the funding opportunities listed in CJ5.1a, including recommended funding amounts. The COG’s authorized governing body <b>must</b> approve the priority listings prior to submission to the PSO.</p> <p>The priority listing is the sole means of communicating COG grant allocation recommendations from the COG to the PSO. The priority listing is one element upon which the PSO bases funding decisions. The COG is responsible for ensuring the appropriateness and accuracy of the priority listing, and for correcting any inaccuracies or errors that occur on the priority listing <b>prior to submission</b> to the PSO.</p>	Approved scoring and priority listings must be uploaded into eGrants on or before May 10, 2024
CJ5.5	<p>The COG shall upload into eGrants a signed resolution or approved meeting minutes containing the authorized Executive Committee’s approval of the priority lists for the funding opportunities listed in CJ5.1a. The COG must label the file(s) with the relevant Task Number and a short description of the information in each file.</p>	On or before June 10, 2024
CJ5.6	<p>Upon request, the COG shall provide current grantees and other requestors with copies of scoring instruments, the criteria used in scoring grant applications, and other relevant materials.</p>	Ongoing
<b>CJ6</b>	<b>Cooperation with the PSO</b>	
CJ6.1	<p>The COG shall:</p> <ul style="list-style-type: none"> <li>a. Fully cooperate with the PSO, its authorized representatives, and PSO designated partners or contractors;</li> <li>b. Provide sufficient personnel, equipment, materials, supplies, and facilities to perform the duties and responsibilities listed in</li> </ul>	Ongoing

**PART A: SPECIFIC TERMS AND CONDITIONS**

	<p>this Agreement, and to support the CJAC and their meetings related to PSO business;</p> <ul style="list-style-type: none"> <li>c. Ensure that all COG personnel who work on PSO business are qualified by their education, training, and experience to fulfill the responsibilities of the position for which they are employed;</li> <li>d. Prepare and submit all forms, reports, and records required by the PSO in accordance with PSO-established deadlines; and</li> <li>e. Provide general services and coordination activities for criminal justice and topics related to juvenile justice, substance abuse prevention, law enforcement, mental health, prosecution or courts and victim services. Such services may include providing feedback on, input to, or communicating the PSO's real or proposed priorities to constituents and others within the COG region.</li> </ul>	
CJ6.2	<p>The COG shall notify the PSO of any Public Information Act or media request received by the COG relating to any application for PSO criminal justice funding or PSO grant-funded program no later than one business day after receiving the request. The notification shall include the name of the requestor, the date the request was received by the COG, and a description of the information requested.</p> <p>The COG shall give the PSO opportunity to review any OOG-originated materials and information prior to release, if requested by the PSO.</p> <p>The COG shall also notify the PSO as to its response to any Public Information Act or media request received by the COG relating to any application for PSO funding or PSO grant-funded program no later than one business day after providing its response to the requestor. The notification shall include a description of the response (or a copy of the response, if the request was made to the requestor in writing), the date the response was provided to the requestor, and the name of the COG employee who responded to the request.</p>	Ongoing
<b>CJ7</b>	<b>Reporting</b>	
CJ7.1	<p>The COG shall submit <b>monthly</b> invoices to the PSO that include:</p> <ul style="list-style-type: none"> <li>a. The requested payment amount for the services provided during the prior month;</li> <li>b. A brief description outlining the PSO criminal justice activities completed during the billing cycle;</li> <li>c. The total number of COG staff hours spent on activities related to this Agreement during the billing cycle; and</li> </ul>	<p>By the 30<sup>th</sup> of each Month*</p> <p>*e.g., Report for September services due October 30<sup>th</sup>.</p>

**PART A: SPECIFIC TERMS AND CONDITIONS**

	<p>d. Any data necessary to understand the volume and impact of the services provided.</p> <p>The COG agrees to use the submission method and standard report format as may be established by the PSO.</p>	
<b>CJ8</b>	<b>Other</b>	
CJ8.1	<p><b>Knowledge:</b> The COG shall ensure that COG employees who work on PSO criminal justice business have a working knowledge of Title 1, Part 1, Chapter 3, Texas Administrative Code; the OOG’s Guide to Grants; Texas Grant Management Standards; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); and any other state and federal statutes, rules, regulations, documents, and forms applicable to the funding opportunities listed in CJ5.1.</p>	Ongoing
CJ8.2	<p><b>Training:</b> The COG shall ensure that one employee who works on PSO criminal justice business attends and participates in mandatory training workshops, meetings, webinars, and conference calls sponsored by the PSO. The Executive Director of the PSO or an authorized representative may waive this requirement upon receipt of a written request from the Executive Director of the COG.</p>	Ongoing
CJ8.3	<p><b>Vacancies:</b> The COG shall notify the PSO of a vacancy involving any staff position that provides services under this Agreement within fourteen calendar days after the vacancy. The COG shall also notify the PSO when a replacement is hired to fill a vacancy involving any staff position that provides services under this Agreement within fourteen calendar days after the replacement’s hire date.</p>	Ongoing
CJ8.4	<p><b>Accounting Systems:</b> The COG shall have an accounting system that accounts for costs in accordance with generally accepted accounting standards or principles. The COG must propose and account for costs in a manner consistent with such standards or principles.</p>	Ongoing
CJ8.5	<p><b>Access to Records, Records Retention:</b> The COG shall:</p> <ul style="list-style-type: none"> <li>a. Maintain adequate record keeping procedures.</li> <li>b. Retain all records, regardless of format, related to the services and requirements identified in this Agreement (“Records”)</li> <li>c. Follow all legal requirements for maintaining the confidentiality and security of all Records.</li> <li>d. Provide originals or copies of all Records to the PSO upon the request of the PSO, auditors from the State of Texas, or auditors from the U.S. Department of Justice (DOJ). The COG shall permit the PSO or its designee, auditors from the State, or DOJ auditors to audit and inspect Records related to this Agreement at any time. The COG shall provide reasonable</li> </ul>	Ongoing

**PART A: SPECIFIC TERMS AND CONDITIONS**

	<p>access to all Records required to accomplish a review of activities, services, expenditures, and the accuracy of reviews and reports. The COG shall also provide reasonable access to its employees by the PSO or other designated representatives of the Office of the Governor, auditors from the State, or DOJ auditors. Access to Records is not limited to the required retention periods. The PSO and any of its authorized representatives, including but not limited to auditors from the State or DOJ auditors, shall have access to all Records, for any reason, upon request for as long as the records are maintained.</p> <p>e. Retain the Records for a period of seven years after the final payment by the PSO under the terms of this Agreement with the following qualification: if any audit, claim, or litigation is initiated before the expiration of the seven-year period, the Records shall be retained until the audit, claim, or litigation is resolved or until the end of the regular seven-year period, whichever is later. At the end of the seven-year period, the COG shall request disposition instructions for the Records from the PSO, and shall dispose of the Records in accordance with the PSO's instructions.</p> <p>The COG shall ensure that the above requirements regarding the "Access to Records, Records Retention" are included in any subcontract it awards related to the services in this Agreement.</p>	
CJ8.6	<p><b>Audits:</b> Audits conducted pursuant to this Agreement shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the review or audit of an agency.</p> <p>Where the audit concerns the COG, the auditing entity will afford the COG an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.</p>	Ongoing