

# **SOUTH PLAINS ASSOCIATION OF GOVERNMENTS**

## **AGENDA**

**EXECUTIVE COMMITTEE MEETING 9:30 A.M.**

**BOARD OF DIRECTOR'S MEETING 10:00 A.M.**

**1323 58<sup>TH</sup> STREET, LUBBOCK, TEXAS**

**TUESDAY, MAY 13, 2025**

Notice is hereby given that the regular meeting for the Board of Directors of the South Plains Association of Governments (SPAG) is called for 09:30 A.M. on Tuesday, May 13, 2025. The Board of Directors agenda is posted online at [www.spag.org](http://www.spag.org). You may email public comments prior to the meeting to Belinda Solis at [bsolis@spag.org](mailto:bsolis@spag.org). Comments received by 5:00 P.M. on Monday, May 12, 2025 will be read into the meeting record.

The following are instructions on how to access the Hybrid meeting via telephone:

To join meeting, you can dial-in using your telephone (audio only)

Phone #: +1 323-676-6169

Phone Conference ID: 700-456-087#

*Persons joining the meeting by telephone will be invited to provide public comment and are requested to limit their comment to three minutes.*

## **I. EXECUTIVE COMMITTEE**

### **CALL TO ORDER**

### **ROLL CALL**

#### **1. (No Enclosure)**

Receive Public Comments (*See Public Comment Procedures below - limited to three minutes per speaker*).

#### **2. (No Enclosure)**

Consider approval of the minutes and ratification of the actions taken at the March 11, and April 8, 2025 meetings.

#### **3. (No Enclosure)**

Review Board of Directors Agenda.

## **II. BOARD OF DIRECTORS**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **PRAYER**

#### **1. (No Enclosure)**

Receive Public Comments (*See Public Comment Procedures below - limited to three minutes per speaker*).

#### **2. (Enclosure A)**

Consider approval of the minutes and ratification of the actions taken at the April 8, 2025 meeting.

#### **3. (Enclosure B)**

Consider acceptance of the financial report for the month of March 2025 meeting.

#### **4. (No Enclosure)**

Presentation on the 2<sup>nd</sup> Cycle Region 7, Upper Brazos 2028 Flood Plan by Heather Keister with Freese & Nichols.

#### **5. (Enclosure C)**

Consider approval of the South Plains Association of Governments' (SPAG) Comprehensive Safety Action Plan (CSAP).

#### **6. (Enclosure D)**

Consider approval of Memorandum of Understanding (MOU) between South Plains Aging and Disability Resource Center (ADRC) and Open Door of Lubbock, Texas.

#### **7. (Enclosure E)**

Consider purchase of new server room buildout, switches and access points for the building at 6811 Indiana Avenue.

#### **8. (Enclosure F)**

Consider engaging CTSI for the moving/management and relocation of existing server room equipment from 1323 58<sup>th</sup> Street to 6811 Indiana Avenue.

#### **9. (Enclosure G)**

Consider engaging CTSI for the moving/management and relocation of employee workstations from 1323 58<sup>th</sup> Street to 6811 Indiana Avenue.

#### **10. (Enclosure H)**

Consider approval of application development interlocal agreements with City of Denver City, Plains and Terry County for 2025/2026 Texas Parks & Wildlife fund applications.

#### **11. (Enclosure I)**

Consider authorization of an amendment with the Texas Water Development Board to extend the



interim submittal deadline for the 2028 Regional Flood Plan.

12. (Enclosure J)

Consider authorization of an amendment with the Freese & Nichols, Inc. to extend the interim submittal deadline for the 2028 Regional Flood Plan.

13. (Enclosure K)

Consider MOU with the North Central Texas Council of Governments for the facilitation of the Public Funds Investment Act courses to be held in Lubbock, Texas.

14. (Enclosure L)

Consider authorizing the Executive Director to sign a grant agreement with the Texas Space Commission for \$500,000 to complete a feasibility study for the South Plains region.

15. (No Enclosure)

Consider Committee Appointments.

Criminal Justice Advisory Committee (CJAC)

Dr. Beth Robinson, Lubbock County, nominated by Tim Collins

South Plains Transportation Advisory Committee (SPTAC)

Liz Castro, Lubbock County, nominated by Brayden Rose and Mike Dalby

16. Staff Reports.

- 2025 West Texas Small Business Summit Events – Heather DeWitt
- Caregiver Services Program – Liz Castro
- Region 7 Upper Brazos Flood Planning Representative Vacancy – Dementia Prince
- Building Update – Kelly Criswell
- West Texas Judges and Commissioners Association 2025 Official of the Year – Tim Pierce
- 58<sup>th</sup> SPAG Annual General Assembly, September 17<sup>th</sup> – Tim Pierce
- June 10<sup>th</sup> Board Meeting – Tim Pierce

17. Adjourn

**Public Comment Procedures:** Citizens may address the Executive Committee/Board concerning any issue posted on the agenda for the meeting. All Public Comments shall be subject to the following:

- a) All individuals desiring to make a public comment should identify himself/herself before providing his/her public comment.
- b) All public comments shall be made in relation to the posted agenda item;
- c) Each speaker will receive three minutes and no portion of a speaker's allotted time

- may be given (assigned, relinquished, or donated) to another speaker. Any member of the public that requires the assistance of a translator will have six minutes to speak;
- d) Each speaker will only be allowed to speak once to the Executive Committee and once to the Board;
  - e) The Board President shall follow the order of persons wishing to speak as listed on the sign-up sheet; and
  - f) The Board President, with the consent of the Board, may add additional procedures or limitations and may alter these procedures depending on the circumstances in order to facilitate the orderly conduct of Board business at the meeting.

**Executive Session Disclosure Statement:** The Board of Directors reserves the right to adjourn into executive session at any time during the course of the meeting to discuss any item listed on this agenda as authorized by Chapter 551 of the Texas Government Code, including but not necessarily limited to §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices).

**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); Section 551.053 (Notice of 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 meeting with the Office of the Texas Secretary of State, and posted on the website of the South Plains Association of Governments at [www.spag.org](http://www.spag.org).

**Individuals with Disabilities/Special Needs:** If you plan to attend this public meeting and you have a disability or special need that requires special arrangements at the meeting, please contact the SPAG offices at (806) 762-8721 at least 48 hours before the scheduled meeting in order for reasonable accommodations to be arranged.

Posted May 8, 2025 at 10:00 A.M. at 1323 58<sup>th</sup> Street, Lubbock, Texas.



# Enclosure

A

**SOUTH PLAINS ASSOCIATION OF GOVERNMENTS**

**BOARD OF DIRECTORS HYBRID MEETING**

**TUESDAY, APRIL 8, 2025**

**MINUTES**

Be it remembered that the Board of Directors of South Plains Association of Governments met at 10:00 A.M., Tuesday, April 8, 2025 in the SPAG Board Room, 1323 58<sup>th</sup> Street, Lubbock, Texas.

☒ Indicates Executive Committee Members and Board Members who were present:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Judge Sharla Baldridge – EC | <input checked="" type="checkbox"/> Judge Jim Meador - EC     |
| Ms. Tina Betts – EC   | <input checked="" type="checkbox"/> Judge David Mull          |
| <input checked="" type="checkbox"/> Judge Mike Braddock         | <input checked="" type="checkbox"/> Mr. Tommy Murillo         |
| Judge Kevin Brendle – EC  | <input checked="" type="checkbox"/> Judge Lee Norman          |
| <input checked="" type="checkbox"/> Mayor Blake Cate – EC       | <input checked="" type="checkbox"/> Judge Curtis Parrish - EC |
| Councilmember Tim Collins                                       | Senator Charles Perry   |
| Commissioner Jason Corley                                       | <input checked="" type="checkbox"/> Mr. Floyd Price – EC      |
| <input checked="" type="checkbox"/> Commissioner Mike Dalby     | Commissioner Jordan Rackler                                   |
| <input checked="" type="checkbox"/> Judge Duane Daniel          | Councilmember Brayden Rose                                    |
| <input checked="" type="checkbox"/> Judge Mike DeLoach – EC     | <input checked="" type="checkbox"/> Mayor Clinton Sawyer      |
| Judge Rusty Forbes  | <input checked="" type="checkbox"/> Judge Tony Serbantez      |
| Councilmember David Glasheen                                    | Councilmember Cary Shaw                                       |
| Mayor Darin Greene  | Mayor Clifton Shaw  |
| Councilmember Gordon Harris                                     | <input checked="" type="checkbox"/> Commissioner Mike Slayden |
| <input checked="" type="checkbox"/> Judge Pat Sabala Henry      | Mayor Charles Starnes – EC                                    |
| Mayor Natalie Howard  | Mayor Pro Tem Michael Stueart                                 |
| Mr. Armando Lopez   | Ms. Carmen Vige   |
| Judge Marty Lucke   | <input checked="" type="checkbox"/> Judge Michael Ybarra      |
| <input checked="" type="checkbox"/> Mr. Mario Martinez          | <input checked="" type="checkbox"/> Ms. Lori Zinn             |
| Councilmember Christy Martinez-Garcia - EC                      |   |

**STAFF PRESENT:**

Tim C. Pierce	Chelsey Baldivia
Belinda Solis	Kelly Criswell
Cissy Viduarre	Liz Castro
Tim Schwartz	Tamer Mahmoud
Ashlyn Brown	GayLynn Mosher



**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**PRAYER**

**President Mike DeLoach called the meeting to order at 10:00 A.M.**

Due to an absence of a quorum of the Board of Directors action to consider approval of and ratification of actions taken at the April 8, 2025 meeting were considered by the Executive Committee.

B-221-25 President Mike DeLoach opened the floor to receive Public Comment from citizens to address the Board concerning an issue of interest that is posted on the agenda for the meeting. No Public Comments were received.

B-222-25 Motion made by Curtis Parrish, seconded by Jim Meador and unanimously approved the minutes and ratification of the actions taken at the March 11, 2025 meeting.

B-223-25 Motion made by Blake Cate, seconded by Floyd Price and unanimously approved the financial report for the month of February 2025 meeting.

B-224-25 Charlene Banks, Deputy Statewide Interpretability Coordinator with the Texas Department of Public Safety, provided a critical update and plan for ongoing regional plan updates for the SPAG region.

B-225-25 Motion made by Jim Meador, seconded by Floyd Price and unanimously approved the prioritization of the FY 2026 Criminal Justice Division Applications as recommended by the Criminal Justice Advisory Committee.

B-226-25 Motion made by Curtis Parrish, seconded by Blake Cate and unanimously approved the resolution proclaiming April as Fair Housing Month.

B-227-25 Motion made by Jim Meador, seconded by Sharla Baldrige and unanimously approved the application development interlocal agreement with City of Petersburg for 2025/2026 Downtown Revitalization and Main Street Program fund application.

B-228-25 Motion made by Floyd Price, seconded by Blake Cate and unanimously approved the purchase of security, access control and fire system controls for the new SPAG Office Building located at 6811 Indiana Avenue.

B-229-25 Motion made by Curtis Parrish, seconded by Blake Cate and unanimously approved entering into an Interlocal Agreement with the Lubbock Metropolitan Planning Organization (LMPO) to complete data analysis and establish a commuter demand model for 9 SPAG counties.

B-230-25 Motion made by Blake Cate, seconded by Floyd Price and unanimously approved the

recommended changes to the SPAG, Permian, Panhandle and West Texas COVID-19 RLF Plan (SPAG, Permian, Panhandle and West Texas CORE).

B-231-25 Motion made by Curtis Parrish, seconded by Blake Cate and authorized the award and procurement for SPAG Election Security Enhancement Projects.

B-232-25 Motion made by Curtis Parrish, seconded by Jim Meador and unanimously authorized the selection of Western State Communication Inc. to perform system upgrades for the 13 Public Safety Answering Points (PSAPs) in preparation for installation of new routers.

B-233-25 Motion made by Jim Meador, seconded by Blake Cate and unanimously authorized the selection of On-Shore IT to install and configure new routers in the 13 Public Safety Answering Points (PSAPs).

B-234-2025 President Mike DeLoach appointed the following Board Members to serve on the 2023 – 2024 SPAG Audit Committee:

- Blake Cate
- Christy Martinez-Garcia
- Rusty Forbes
- Clinton Sawyer
- Sharla Baldridge
- Pat Henry
- Mike DeLoach, Ex-Officio

B-235-25 Motion made by Curtis Parrish, seconded by Floyd Price and unanimously approved the following Committee Appointments:

Criminal Justice Advisory Committee (CJAC)

Stephanie Godino, Hale County, nominated by Charles Starnes

B-236-25 Staff Reports

- Chelsey Baldivia provided an update on the Safe Streets 4 All grant.
- Lauren Nichols provided an update on the Texas Space Commission – Regional Plan Update.
- Kelly Criswell provided an update on the new building.
- Tim Pierce announced the next Board Meeting is scheduled for May 13, 2025.



Minutes Read and Approved on this 13th day of May 2025.

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Mike DeLoach, President

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Tim C. Pierce, Executive Director

# Enclosure

## B



# SOUTH PLAINS ASSOCIATION OF GOVERNMENTS

## STATEMENT OF NET ASSETS

As of March 31, 2025

	Governmental Activities	RLF Business-Type Activities	Total
<b>ASSETS</b>			
Cash and Investments	\$ 2,305,166.17	\$ 2,529,854.46	\$ 4,835,020.63
Accounts Receivable	255,791.27		255,791.27
Loans Receivable RLF		10,100,389.79	10,100,389.79
Due from Other Funds	1,441,593.48	-	1,441,593.48
Grants Receivable	1,255,825.69	-	1,255,825.69
Prepaid Expenditures	2,049.96	-	2,049.96
Net Fixed Assets		-	-
Total assets:	<u>5,260,426.57</u>	<u>12,630,244.25</u>	<u>17,890,670.82</u>
<b>LIABILITIES</b>			
Accounts Payable	648,694.48	-	648,694.48
Other Accrued Payables	133,393.91	-	133,393.91
Grant Advances	611,690.28	-	611,690.28
Due to Other Funds	1,400,133.31	41,460.17	1,441,593.48
Deferred Revenue	37,117.61		37,117.61
Total liabilities:	<u>2,831,029.59</u>	<u>41,460.17</u>	<u>2,872,489.76</u>
<b>NET ASSETS</b>			
Unassigned	1,791,454.94	-	1,791,454.94
Assigned *	100,000.00		100,000.00
Restricted		12,598,658.31	12,598,658.31
Excess Revenues over Expenditures	537,942.04	(9,874.23)	528,067.81
Total net assets	<u>\$ 2,429,396.98</u>	<u>\$ 12,588,784.08</u>	<u>\$ 15,018,181.06</u>
	5,260,426.57	12,630,244.25	17,890,670.82
<b>* Assigned for Regional Services</b>			
Assigned for Paving Project	100,000.00		
Assigned for 211	-		
	<u>100,000.00</u>		

**SOUTH PLAINS ASSOCIATION OF GOVERNMENTS**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**FOR THE THE SIX MONTH(S) ENDING MARCH 31, 2025**

	Governmental <u>Funds</u>	RLF Business-Type <u>Funds</u>	<u>Total</u>
<b>REVENUES</b>			
Intergovernmental			
Federal Grants	\$ 158,581.42	\$ -	\$ 158,581.42
State Grants-Federal Flow Through	1,666,066.47	-	1,666,066.47
State General Revenue	988,502.52	-	988,502.52
Total intergovernmental revenues	<u>2,813,150.41</u>	<u>-</u>	<u>2,813,150.41</u>
Local Revenues			
Membership Service Fees	78,046.59	-	78,046.59
Interlocal Revenue	1,153,876.57	-	1,153,876.57
Lease Income	15,000.00	-	15,000.00
Program Income	65,275.03	-	65,275.03
Interest on cash balances	16,557.07	36,753.23	53,310.30
Interest on Loans	-	193,163.57	193,163.57
Local Match Contributions	21,114.12	-	21,114.12
Miscellaneous Income	818.38	6,016.01	6,834.39
Total revenues	<u>4,163,838.17</u>	<u>235,932.81</u>	<u>4,399,770.98</u>
<b>EXPENDITURES</b>			
Current			
Salaries and Benefits	1,436,882.81	-	1,436,882.81
Travel	72,968.66	-	72,968.66
Advisory Committee Operations	16,469.85	-	16,469.85
Training Programs	12,140.00	-	12,140.00
Communications	54,512.64	-	54,512.64
General Operations	573,334.12	-	573,334.12
Program Services	1,168,971.20	-	1,168,971.20
Administrative Reimbursements	-	75,803.04	75,803.04
Debt Service-Principal	23,373.65	-	23,373.65
Debt Service-Interest	66,626.35	-	66,626.35
Capital Outlay	370,620.85	-	370,620.85
Total expenditures	<u>3,795,900.13</u>	<u>75,803.04</u>	<u>3,871,703.17</u>
Excess (Deficiency) of Revenues over (under) expenditures	<u>367,938.04</u>	<u>160,129.77</u>	<u>528,067.81</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers In	170,004.00		170,004.00
Transfers Out		(170,004.00)	(170,004.00)
Proceeds of Long-Term Debt	-		-
Total other financing sources (uses)	<u>170,004.00</u>	<u>(170,004.00)</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	537,942.04	(9,874.23)	528,067.81
FUND BALANCES, BEGINNING	1,891,454.94	12,598,658.31	14,490,113.25
FUND BALANCES, ENDING	<u>\$2,429,396.98</u>	<u>\$ 12,588,784.08</u>	<u>\$ 15,018,181.06</u>




**SOUTH PLAINS ASSOCIATION OF GOVERNMENTS**  
**SUMMARY EXPENDITURE BUDGET REPORT**  
**FOR THE ONE MONTH AND THE SIX MONTH(S) ENDING MARCH 31, 2025**

		CURRENT PERIOD ACTUAL	YTD ACTUAL	TOTAL BUDGET	TOTAL BUDGET VARIANCE	PERCENT TOTAL BUDGET REMAINING <b>50.00%</b>
<b>EXPENDITURES</b>						
5110	Salaries	\$ 165,501.78	\$ 932,184.44	\$ 1,971,543.00	\$ 1,039,358.56	52.72%
5120	Benefits	\$ 74,783.31	\$ 504,698.37	1,146,985.00	642,286.63	56.00%
5150	Registration Fees/Staff Dev	\$ 4,929.46	\$ 14,640.09	33,875.00	19,234.91	56.78%
5340	Volunteer Expense		\$ 600.00	600.00	-	0.00%
5210	Staff Travel In Region	\$ 2,047.73	\$ 13,358.10	27,603.00	14,244.90	51.61%
5220	Staff Travel Out of Region	\$ 7,955.10	\$ 59,610.56	100,704.00	41,093.44	40.81%
5260	Advisory Committee Operations	\$ 830.31	\$ 16,469.85	34,162.00	17,692.15	51.79%
5310	L.E. Academy Instructors	\$ 2,120.00	\$ 11,540.00	21,000.00	9,460.00	45.05%
5410	Telecommunications	\$ 4,460.87	\$ 26,931.75	48,736.00	21,804.25	44.74%
5420	Postage	\$ 928.02	\$ 4,334.18	6,918.00	2,583.82	37.35%
5421	Shipping	\$ 6.00	\$ 58.86	650.00	591.14	90.94%
5430	Office Copying	\$ 1,920.10	\$ 8,497.77	12,390.00	3,892.23	31.41%
5440	Printing/Publishing	\$ 2,770.82	\$ 14,690.12	68,855.00	54,164.88	78.67%
5507	Rent	\$ 13,807.80	\$ 29,473.40	47,441.00	17,967.60	37.87%
5510	Maintenance	\$ 6,803.33	\$ 42,179.49	81,960.00	39,780.51	48.54%
5511	Utilities	\$ 3,976.36	\$ 26,275.93	85,002.00	58,726.07	69.09%
5530	Expendable Office Supplies	\$ 2,303.82	\$ 20,373.86	44,437.00	24,063.14	54.15%
5535	Expendable Program Supplies	\$ 18,245.31	\$ 37,860.40	92,245.00	54,384.60	58.96%
5540	Meetings/Conferences	\$ 7,568.40	\$ 12,700.99	17,849.00	5,148.01	28.84%
5550	Organizational Memberships	\$ -	\$ 24,341.81	29,707.00	5,365.19	18.06%
5560	Subscriptions/Publications	\$ 2,334.20	\$ 6,805.17	20,692.00	13,886.83	67.11%
5570	Insurance/Bonding	\$ -	\$ 32,745.16	68,249.00	35,503.84	52.02%
5580	Professional Services-Audit	\$ 4,999.97	\$ 16,104.47	44,800.00	28,695.53	64.05%
5581	Professional Services - Legal	\$ -	\$ 3,854.00	2,500.00	(1,354.00)	-54.16%
5582	Contractual Services	\$ 9,750.36	\$ 44,934.36	124,344.00	79,409.64	63.86%
5585	Marketing	\$ 2,292.43	\$ 12,999.89	22,938.00	9,938.11	43.33%
5590	Public Information/Notices	\$ 702.00	\$ 2,379.90	6,271.00	3,891.10	62.05%
5610	Other Miscellaneous Expenses	\$ -	\$ 302.59	300.00	(2.59)	-0.86%
5749	Office Equip/Furn Non-capital	\$ -	\$ -	12,465.00	12,465.00	100.00%
5750	Capital Equipment	\$ -	\$ -	120,320.00	120,320.00	100.00%
5770	Capital Outlay	\$ 310,724.83	\$ 370,620.85	2,200,000.00	1,829,379.15	83.15%
5771	Debt Service-Principal & Int	\$ 15,000.00	\$ 90,000.00	180,000.00	90,000.00	50.00%
5800	Program Services	\$ 224,402.23	\$ 1,168,971.20	3,593,510.00	2,424,538.80	67.47%
5910	9-1-1 Operations	\$ 15,358.95	\$ 245,362.57	608,187.00	362,824.43	59.66%
5999	Administrative Reimbursements	\$ 14,786.46	\$ 75,803.04		(75,803.04)	0.00%
<b>Total Expenditures</b>		<b>\$ 921,309.95</b>	<b>\$ 3,871,703.17</b>	<b>\$ 10,877,238.00</b>	<b>\$ 7,005,534.83</b>	<b>64.41%</b>

**SOUTH PLAINS ASSOCIATION OF GOVERNMENTS**  
**SCHEDULE OF CASH AND INVESTMENTS**  
**AS OF MARCH 31, 2025**

		BEGINNING	NET INCREASE		ENDING	
	BANK	BALANCE	(DECREASE)	INTEREST	BALANCE	INTEREST RATE
<b>GOVERNMENTAL</b>						
SPAG Cash Operating General Fund	Plains Capital	\$ 13,536.02	\$ (58,241.01)		\$ (44,704.99)	-
SPAG General Fund	TexPool	\$ 22,975.91		\$ 84.60	\$ 23,060.51	4.3345%
SPAG General Fund	Plains Capital	\$ 4,998.32	\$ 133,592.00		\$ 138,590.32	-
SPAG General Fund	Prosperity	\$ 5,663.29		\$ 0.72	\$ 5,664.01	0.1500%
SPAG General Fund Sweep	Plains Capital	\$ 762,251.22	\$ 431,412.42	\$ 2,512.02	\$ 1,196,175.66	2.8500%
South Plains Economic Development Dist	Plains Capital	\$ 20,324.11	\$ 29,609.81	\$ 10.33	\$ 49,944.25	0.4500%
Region O Water Development	Plains Capital	70,081.34	(35,894.35)	14.84	\$ 34,201.83	0.4500%
Solid Waste Account	Plains Capital	168,062.13		64.23	\$ 168,126.36	0.4500%
9-1-1 Operating	Prosperity	274,184.66	(62,138.74)	29.68	\$ 212,075.60	0.1500%
9-1-1 General Operations	TexPool	-			\$ -	4.3345%
SPAG TML	Plains Capital	15,983.45	(3,801.82)	6.78	\$ 12,188.41	0.5000%
Flood Planning	Plains Capital	587,321.18	(80,920.83)	243.86	\$ 506,644.21	0.5000%
Revolving Loan Fund- Permian Core	City Bank	1,500.00			\$ 1,500.00	
Revolving Loan Fund-Panhandle Core	First Bank & Trust	1,500.00			\$ 1,500.00	
Total Governmental		<u>1,948,381.63</u>	<u>353,617.48</u>	<u>2,967.06</u>	<u>2,304,966.17</u>	
<b>RLF BUSINESS TYPE</b>						
Revolving Loan Fund	Plains Capital	25,000.00			\$ 25,000.00	-
Revolving Loan Fund Sweep	Plains Capital	622,970.27	(13,537.70)	1,498.10	\$ 610,930.67	2.8900%
Revolving Loan Fund	City Bank	-			\$ -	1.1500%
Revolving Loan Fund - EDA	TexPool	145,988.65		537.42	\$ 146,526.07	4.3345%
Revolving Loan Fund - DEA	TexPool	-			\$ -	4.3345%
Revolving Loan Fund- SPRLF	Peoples Bank	201,984.52	30,095.68	584.43	\$ 232,664.63	3.0900%
Revolving Loan Fund-SPRLF Sweep	Peoples Bank	463,651.07		1,380.16	\$ 465,031.23	3.5000%
Revolving Loan Fund -COVID CARE	Peoples Bank	247,932.70	391.99	630.82	\$ 248,955.51	3.0329%
Revolving Loan Fund-COVID Sweep	Peoples Bank	217,217.97	41,581.02	758.37	\$ 259,557.36	3.5000%
Revolving Loan Fund- Permian Core	City Bank	170,474.36	9,962.51	36.15	\$ 180,473.02	0.2500%
Revolving Loan Fund-Panhandle Core	First Bank & Trust	255,135.29	14,372.96	11.47	\$ 269,519.72	0.0100%
Revolving Loan Fund-West TX Core	Lubbock National	84,588.76	6,453.37	154.12	\$ 91,196.25	2.0200%
Total Business Type		<u>2,434,943.59</u>	<u>89,319.83</u>	<u>5,591.04</u>	<u>2,529,854.46</u>	
Total Cash and Investments		<u>\$ 4,383,325.22</u>	<u>\$ 442,937.31</u>	<u>\$ 8,558.10</u>	<u>\$ 4,834,820.63</u>	

*This report is submitted in compliance with the Public Funds Investment Act.*

  
 Tim Schwartz  
 Director of Finance

# Enclosure

## C



## **ITEM**

Consider approval of the South Plains Association of Governments' Comprehensive Safety Action Plan.

## **BACKGROUND**

In May 2024, the South Plains Association of Governments (SPAG) was awarded \$960,000 through the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) Grant Program. This funding supported an expedited planning process that included in-depth data analysis of serious and fatal crashes, GIS mapping, public engagement, and extensive stakeholder outreach to identify priority areas and proposed safety projects. The resulting draft of SPAG's Comprehensive Safety Action Plan outlines key strategies to improve transportation safety across the region. Once adopted, this plan will make all 15 counties and their respective cities within the SPAG region eligible to apply for SS4A Implementation Grant funding to carry out the safety improvements identified in the plan.

**Resolution in Support of a Vision Zero Action Plan Approach for Road Safety**

**WHEREAS**, the SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG) is a body corporate and politic located in the State of Texas; and

**WHEREAS**, SPAG recognizes that a Vision Zero strategy to eliminate traffic fatalities and serious injuries is a proven strategy used throughout the United States of America utilizing a Safe System Approach to achieve safe, healthy and equitable mobility for all road users; and

**WHEREAS**, SPAG has implemented a Vision Zero Action Plan using the Safe System Approach with strategies and actions applied to achieve Safe Roads, Safe Speeds, Safe Road Users, Safe Vehicles and Post Crash Care; and

**WHEREAS**, SPAG has implemented a Vision Zero Action Plan, in support of Federal Highways Administration's implementation of the USDOT's National Roadway Safety Strategy and Safer Roads for All; and

**WHEREAS**, SPAG has implemented its Vision Zero Action Plan to support and align with the Texas State Strategic Highway Safety Plan.

**NOW THEREFORE, BE IT RESOLVED** by SPAG Board that SPAG intends to adopt the presented Comprehensive Safety Action Plan to support the previously endorsed Vision Zero Action Plan Mission and prioritize safety through data-driven, collaborative, multi-disciplinary effort which identifies and implements equitable safety strategies to eliminate traffic-related fatalities and serious injuries.

DULY ADOPTED by the Board of Directors of the South Plains Association of Governments on May 13, 2025.

ATTEST:

\_\_\_\_\_

PRESIDENT:

\_\_\_\_\_

# Enclosure

D



## **ITEM**

Consider approval of Memorandum of Understanding (MOU) between South Plains Aging and Disability Resource Center (ADRC) and Open Door of Lubbock, Texas

## **BACKGROUND**

Aging and Disability Resource Centers (ADRCs) support the Texas “No Wrong Door” (NWD) system, which is designed to streamline public access to long-term care and make it easier for individuals to navigate the complex system of services offered by government agencies, non-profit organizations, and other service providers. ADRCs provide objective information and assistance to help clients understand available options and make informed decisions about healthcare, housing, transportation, and other long-term services and supports (LTSS) they may need to live in their communities. ADRCs serve as key points of access to specialized information, referrals, and assistance and are a one-stop resource for people who need help finding long-term care services. ADRCs serve people of all ages, incomes, and disabilities by providing one-on-one counseling on the full range of long-term services and supports in Texas.

The proposed Memorandum of Understanding will include Housing Navigator activities that focus on providing opportunities to increase accessible, integrated, and affordable housing; maintain inventories of available housing; participate in local coalitions that advocate for affordable housing, and develop and maintain working relationships with key stakeholders, including housing authorities, property owners, developers, and state and local lawmakers; finally, analyze complex housing policies and plans and provide public input to city planners and policymakers.

Per SPAG’s procurement policy, a Request for Proposal was printed in the Lubbock Avalanche Journal online and in newspapers in April 2025. Only Open Door submitted an RFP for the project. After review, Open Door was chosen to be awarded the project in the amount of \$27,242 for Calendar Year 2025, effective dates of January 1, 2025-December 31, 2025.

South Plains Aging and Disability Resource Center (SPADRC) requests approval from the SPAG Board of Directors to enter into a Memorandum of Understanding with Open Door of Lubbock to perform the activities mentioned for the proposed amount.

# Enclosure

E

### **ITEM**

Consider purchase of new server room buildout, switches and access points for the building located at 6811 Indiana Avenue.

### **BACKGROUND**

CTSI has prepared a cost estimate through TexBuy RFP for the purchase and installation of 3 Cisco Catalyst switches, ports, power supplies and stack modules; 2 stacking kits; and 8 wireless access points for the building at 6811 Indiana Avenue. The design and needs were coordinated with the IT/AV Consultant hired by SPAG (ABR Consulting). The total cost is \$55,902.67 including cost, installation and servicing.



## TexBuy RFP 021-010 New Switches and Access Points for New Building



### Prepared by:

**CTSI**

Tristen Davis  
806-793-8961  
Fax 806-793-8968  
tdavis@ctsinet.com

### Prepared for:

**South Plains Association of Governments**

1323 58th Street  
Lubbock, TX 79412  
Kelly Criswell  
(806) 762-8721  
Kcriswell@spag.org

### Quote Information:

**Quote #: 027945**

Version: 1  
Delivery Date: 04/01/2025  
Expiration Date: 04/25/2025

## Quote Summary

Description	Amount
Product	\$52,272.67
Fixed Services	\$1,615.00
Estimated Services	\$2,015.00
<b>Total:</b>	<b>\$55,902.67</b>

Please do not pay from this proposal. Invoices will be issued from CTSI based on the information presented here, but at a later date. Because proposed solutions often include estimated services and/or expenses (depicted as Estimated), the actual amount billed will normally vary from what appears above.

I understand the nature of CTSI's engagement for professional services and for the purchase and installation of computer equipment. I confirm to you that the information and arrangements outlined in this proposal are in accordance with my understanding and are agreeable to me.

### Payment Terms:

**Hardware & Software Products:** I understand that CTSI requires full payment for the hardware and software product within twenty (20) days of the invoice date for the same and that this invoice will be generated once all hardware and software product has been received by CTSI. Insurance and security responsibility will pass to client upon delivery to the client's location.

**Professional Services:** I understand that professional services, mileage and other expense charges are billed weekly as delivered and that payment is due within twenty (20) days of the date on the invoice.

**Past Due Amounts:** If payment is not received within twenty (20) days of the invoice date, CTSI may add a "finance charge" fee at the rate of 1½ % per month on the unpaid amount, and/or suspend further services.

### CTSI Restocking Terms:

I understand that there will be a 25% restocking fee applied to any product that I have approved on this proposal if I decided after CTSI has received that I no longer want the product.

# Enclosure

**F**

### **ITEM**

Consider engaging CTSI for the moving/management and relocation of existing server room equipment from 1323 58<sup>th</sup> Street to 6811 Indiana Avenue.

### **BACKGROUND**

CTSI has prepared a cost estimate through TexBuy RFP for the moving/management and relocation of existing server room equipment from 1323 58<sup>th</sup> Street to 6811 Indiana Avenue. The details of this quote were coordinated with the IT/AV Consultant hired by SPAG (ABR Consulting). The total cost is \$5,088.00 including cost, installation and servicing.



## New Office - Server Room Move



### Prepared by:

**CTSI**

Tristen Davis  
806-793-8961  
Fax 806-793-8968  
tdavis@ctsinet.com

### Prepared for:

**South Plains Association of Governments**

1323 58th Street  
Lubbock, TX 79412  
Kelly Criswell  
(806) 762-8721  
Kcriswell@spag.org

### Quote Information:

**Quote #: 028224**

Version: 1  
Delivery Date: 04/23/2025  
Expiration Date: 05/22/2025

## Quote Summary

Description	Amount
Estimated Services	\$5,088.00
<b>Total: \$5,088.00</b>	

Please do not pay from this proposal. Invoices will be issued from CTSI based on the information presented here, but at a later date. Because proposed solutions often include estimated services and/or expenses (depicted as Estimated), the actual amount billed will normally vary from what appears above.

I understand the nature of CTSI's engagement for professional services and for the purchase and installation of computer equipment. I confirm to you that the information and arrangements outlined in this proposal are in accordance with my understanding and are agreeable to me.

### Payment Terms:

**Hardware & Software Products:** I understand that CTSI requires full payment for the hardware and software product within twenty (20) days of the invoice date for the same and that this invoice will be generated once all hardware and software product has been received by CTSI. Insurance and security responsibility will pass to client upon delivery to the client's location.

**Professional Services:** I understand that professional services, mileage and other expense charges are billed weekly as delivered and that payment is due within twenty (20) days of the date on the invoice.

**Past Due Amounts:** If payment is not received within twenty (20) days of the invoice date, CTSI may add a "finance charge" fee at the rate of 1½ % per month on the unpaid amount, and/or suspend further services.

### CTSI Restocking Terms:

I understand that there will be a 25% restocking fee applied to any product that I have approved on this proposal if I decided after CTSI has received that I no longer want the product.

# Enclosure

G

### **ITEM**

Consider engaging CTSI for the moving/management and relocation of employee workstations from 1323 58<sup>th</sup> Street to 6811 Indiana Avenue.

### **BACKGROUND**

CTSI has prepared a cost estimate through TexBuy RFP for the moving/management and relocation of existing employee workstations and setup from 1323 58<sup>th</sup> Street to 6811 Indiana Avenue. The details of this quote were coordinated with the IT/AV Consultant hired by SPAG (ABR Consulting). The total cost is \$5,936 including cost, installation and servicing.



## New Office - Workstation Move



### Prepared by:

**CTSI**

Tristen Davis  
806-793-8961  
Fax 806-793-8968  
tdavis@ctsinet.com

### Prepared for:

**South Plains Association of Governments**

1323 58th Street  
Lubbock, TX 79412  
Kelly Criswell  
(806) 762-8721  
Kcriswell@spag.org

### Quote Information:

**Quote #: 028150**

Version: 1  
Delivery Date: 04/23/2025  
Expiration Date: 05/22/2025

## Quote Summary

Description	Amount
Estimated Services	\$5,936.00
<b>Total: \$5,936.00</b>	

Please do not pay from this proposal. Invoices will be issued from CTSI based on the information presented here, but at a later date. Because proposed solutions often include estimated services and/or expenses (depicted as Estimated), the actual amount billed will normally vary from what appears above.

I understand the nature of CTSI's engagement for professional services and for the purchase and installation of computer equipment. I confirm to you that the information and arrangements outlined in this proposal are in accordance with my understanding and are agreeable to me.

### Payment Terms:

**Hardware & Software Products:** I understand that CTSI requires full payment for the hardware and software product within twenty (20) days of the invoice date for the same and that this invoice will be generated once all hardware and software product has been received by CTSI. Insurance and security responsibility will pass to client upon delivery to the client's location.

**Professional Services:** I understand that professional services, mileage and other expense charges are billed weekly as delivered and that payment is due within twenty (20) days of the date on the invoice.

**Past Due Amounts:** If payment is not received within twenty (20) days of the invoice date, CTSI may add a "finance charge" fee at the rate of 1½ % per month on the unpaid amount, and/or suspend further services.

### CTSI Restocking Terms:

I understand that there will be a 25% restocking fee applied to any product that I have approved on this proposal if I decided after CTSI has received that I no longer want the product.

# Enclosure

H

### **ITEM**

Consider approval of application development interlocal agreements with City of Denver City, Plains and Terry County for 2025/2026 Texas Parks & Wildlife fund applications.

### **BACKGROUND**

Texas Parks & Wildlife fund applications cycle opens soon and are due this summer. The above listed cities and counties have requested to engage SPAG to begin the application process.

If awarded, Denver City & Plains will be administered by SPAG (no-cost application development interlocal). Terry County is hiring SPAG to write the application only (cost interlocal).



**INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT  
FOR APPLICATION DEVELOPMENT**

**STATE OF TEXAS  
COUNTY OF YOAKUM**

**AGREEMENT:**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by and between the City of Denver City, Texas, hereinafter referred to as "City", and the South Plains Association of Governments, hereinafter referred to as "SPAG", a political subdivision under Chapter 391 of the Texas Local Government Code, acting by and through its duly authorized executive officer.

WHEREAS, both the "City" and "SPAG" 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, SPAG is agreeable to provide grant application preparation and grant administration expertise (if funded) needed by the City of Denver City for the 2025 / 2026 Texas Parks and Wildlife Department (TPWD) Local Parks Grant Program under the terms and conditions found in this Agreement.

WHEREAS, this Interlocal Agreement is comprised of Part A (Application Development) services to be rendered at no cost to the City of Denver City and Part B (Project Management) services to be rendered at a cost to be agreed to in an amendment to this Agreement in the event that the City of Denver City receives funding under the 2025/ 2026 TPWD Local Parks Grant program.

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

**A. Application Development**

1. Pre-Development (unrelated to project-specific development & which may have occurred prior to interlocal agreement under existing SPAG/ City relationships)
  - a. Assist in the preparation and presentation of required resolution for application submittal to the Texas Parks and Wildlife Department.
2. Coordinate documentation of beneficiaries through Census or Survey data.
3. Provide general advice and technical assistance to the City of Denver City on application development and regulatory matters.
4. Furnish the City of Denver City with necessary forms and procedures required for documentation of public involvement, including survey development and preparation.
5. Assist the City of Denver City in application preparation and development meeting all grant application requirements.
6. Assist in pre-application engineering selection including proper procurement methods as appropriate to the City of Denver City.



7. Coordinate with project engineer for development and include required service area maps, cost estimates and other documentation as required by the grant application process.
8. Final determination on the submission of an application under the 2025 / 2026 TPWD Local Parks Grant program will be at the City of Denver 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 Agreement at such time as the 2025 / 2026 TPWD Local Parks Grant program application is selected for funding (if selected).
2. The Project Management amendment will include administrative fees as developed in the City of Denver City's 2025 / 2026 TPWD Local Parks Grant program application and all required language for administrative Agreements at the time of the funding award.
3. It is expressly understood that the execution of this Interlocal Agreement does not imply or guarantee City of Denver City will receive funding under the 2025 / 2026 TPWD Local Parks Grant program.
4. The execution of this interlocal agreement establishes a contractual relationship between SPAG and the City of Denver City prior to the development of an application to the 2025 / 2026 TPWD Local Parks Grant 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 SPAG, to the City of Denver City, the SPAG agrees that application development activities will be at no cost to the City of Denver City.

#### **TERMS AND CONDITIONS**

##### **Modification/Amendment:**

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

##### **Assignability:**

The City of Denver City and SPAG may assign interest in this Agreement (whether by assignment or novation) with the written consent of the other.

##### **Termination of Agreement for Cause:**

If, through any cause, SPAG shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SPAG shall violate any of the covenants, conditions, agreements, or stipulations of this Agreement, the City of Denver City shall thereupon have the right to



terminate this Agreement by giving written notice to SPAG of such termination and specifying the effective date thereof, at least thirty (30) 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 SPAG under this Agreement shall, at the option of the City of Denver City, become its property and SPAG shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

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

The City of Denver City may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to SPAG. If the Agreement is terminated by the City of Denver City as provided herein, SPAG will be paid for the time provided and expenses incurred up to the termination date.

#### **Termination for Convenience of SPAG:**

SPAG may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the City of Denver City. If the Agreement is terminated by SPAG as provided herein, the City of Denver City will be provided all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by SPAG under this Agreement.

#### **Waiver of Extra-Agreementual Liability**

SPAG shall not be held liable or responsible for the funding selection and project performance determinations by the Texas Parks and Wildlife Department (TPWD). It is the City of Denver City's final responsibility to meet all TPWD Local Parks grant program 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 of Denver City and no other officer, employee, or agent of the City of Denver City, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the 2025 / 2026 TPWD Local Parks Grant program award between TPWD and the City of Denver City, shall have any personal financial interest, direct or indirect, in this Agreement. SPAG 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 2025 / 2026 TPWD Local Parks Grant program award between TPWD and the City of Denver City, shall have any personal financial interest, direct or indirect, in this Agreement; and SPAG shall take appropriate steps to assure compliance.

**Interest of SPAG and Employees:**

SPAG covenants that it presently has no interest and shall not acquire interest, direct or indirect, with the 2025 TPWD Local Parks Grant program award between TPWD and the City of Denver City, or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. SPAG further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

**EXECUTION**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BY: \_\_\_\_\_  
Tommy Hicks, Mayor  
City of Denver City

Approved and accepted on behalf of South Plains Association of Governments (SPAG)

BY: \_\_\_\_\_  
Tim C. Pierce, EXECUTIVE DIRECTOR

REVIEWED: \_\_\_\_\_  
Tim Schwartz, DIRECTOR OF FINANCE

**INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT  
FOR APPLICATION DEVELOPMENT**

**STATE OF TEXAS  
COUNTY OF YOAKUM**

**AGREEMENT:**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by and between the City of Plains, Texas, hereinafter referred to as "City", and the South Plains Association of Governments, hereinafter referred to as "SPAG", a political subdivision under Chapter 391 of the Texas Local Government Code, acting by and through its duly authorized executive officer.

WHEREAS, both the "City" and "SPAG" 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, SPAG is agreeable to provide grant application preparation and grant administration expertise (if funded) needed by the City of Plains for the 2025 / 2026 Texas Parks and Wildlife Department (TPWD) Local Parks Grant Program under the terms and conditions found in this Agreement.

WHEREAS, this Interlocal Agreement is comprised of Part A (Application Development) services to be rendered at no cost to the City of Plains and Part B (Project Management) services to be rendered at a cost to be agreed to in an amendment to this Agreement in the event that the City of Plains receives funding under the 2025/ 2026 TPWD Local Parks Grant program.

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

A. Application Development

1. Pre-Development (unrelated to project-specific development & which may have occurred prior to interlocal agreement under existing SPAG/ City relationships)
  - a. Assist in the preparation and presentation of required resolution for application submittal to the Texas Parks and Wildlife Department.
2. Coordinate documentation of beneficiaries through Census or Survey data.
3. Provide general advice and technical assistance to the City of Plains on application development and regulatory matters.
4. Furnish the City of Plains with necessary forms and procedures required for documentation of public involvement, including survey development and preparation.
5. Assist the City of Plains in application preparation and development meeting all grant application requirements.
6. Assist in pre-application engineering selection including proper procurement methods as appropriate to the City of Plains.



7. Coordinate with project engineer for development and include required service area maps, cost estimates and other documentation as required by the grant application process.
8. Final determination on the submission of an application under the 2025 / 2026 TPWD Local Parks Grant program will be at the City of Plains' 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 Agreement at such time as the 2025 / 2026 TPWD Local Parks Grant program application is selected for funding (if selected).
2. The Project Management amendment will include administrative fees as developed in the City of Plains' 2025 / 2026 TPWD Local Parks Grant program application and all required language for administrative Agreements at the time of the funding award.
3. It is expressly understood that the execution of this Interlocal Agreement does not imply or guarantee City of Plains will receive funding under the 2025 / 2026 TPWD Local Parks Grant program.
4. The execution of this interlocal agreement establishes a contractual relationship between SPAG and the City of Plains prior to the development of an application to the 2025 / 2026 TPWD Local Parks Grant 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 SPAG, to the City of Plains, the SPAG agrees that application development activities will be at no cost to the City of Plains.

#### **TERMS AND CONDITIONS**

##### **Modification/Amendment:**

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

##### **Assignability:**

The City of Plains and SPAG may assign interest in this Agreement (whether by assignment or novation) with the written consent of the other.

##### **Termination of Agreement for Cause:**

If, through any cause, SPAG shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SPAG shall violate any of the covenants, conditions, agreements, or stipulations of this Agreement, the City of Plains shall thereupon have the right to terminate this Agreement by giving written notice to SPAG of such termination and specifying the effective date thereof, at least thirty (30) 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 SPAG under this Agreement shall, at the option of the City of Plains, become its property and SPAG shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

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

The City of Plains may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to SPAG. If the Agreement is terminated by the City of Plains as provided herein, SPAG will be paid for the time provided and expenses incurred up to the termination date.

#### **Termination for Convenience of SPAG:**

SPAG may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the City of Plains. If the Agreement is terminated by SPAG as provided herein, the City of Plains will be provided all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by SPAG under this Agreement.

#### **Waiver of Extra-Agreementual Liability**

SPAG shall not be held liable or responsible for the funding selection and project performance determinations by the Texas Parks and Wildlife Department (TPWD). It is the City of Plains' final responsibility to meet all TPWD Local Parks grant program 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 of Plains and no other officer, employee, or agent of the City of Plains, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the 2025 / 2026 TPWD Local Parks Grant program award between TPWD and the City of Plains, shall have any personal financial interest, direct or indirect, in this Agreement. SPAG 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 2025 / 2026 TPWD Local

Parks Grant program award between TPWD and the City of Plains, shall have any personal financial interest, direct or indirect, in this Agreement; and SPAG shall take appropriate steps to assure compliance.

**Interest of SPAG and Employees:**

SPAG covenants that it presently has no interest and shall not acquire interest, direct or indirect, with the 2021 TPWD Local Parks Grant program award between TPWD and the City of Plains, or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. SPAG further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

**EXECUTION**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BY: \_\_\_\_\_  
Elsa Moya, Mayor  
City of Plains

Approved and accepted on behalf of South Plains Association of Governments (SPAG)

BY: \_\_\_\_\_  
Tim C. Pierce, EXECUTIVE DIRECTOR

REVIEWED: \_\_\_\_\_  
Tim Schwartz, DIRECTOR OF FINANCE



**INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT  
FOR ADMINISTRATIVE SERVICES**

**STATE OF TEXAS  
COUNTY OF LUBBOCK**

**AGREEMENT:**

This Agreement is made and entered into this 28 day of April, 2025 by and between Terry County, Texas, hereinafter referred to as "County", and the South Plains Association of Governments, hereinafter referred to as "SPAG", a political subdivision under Chapter 391 of the Texas Local Government Code, acting by and through its duly authorized executive officer.

WHEREAS, both "County" and "SPAG" 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, SPAG has professional administrative services expertise useful to Terry County and desires to make such services available under the following terms and conditions;

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

SPAG agrees to provide certain administrative services, as described in Sections 1, 2, 3, 4, 5, 6, and 7 of this agreement, for Terry County, pursuant to the receipt by the County of a Texas Parks and Wildlife Grant contract from Texas Parks and Wildlife (TPWD). In consideration for administrative services described herein, the County agrees to pay SPAG as described in Section 8 of this agreement.

**SCOPE OF WORK:**

**SECTION 1. PROGRAM SET-UP**

- 1.01 Provide general advice with respect to the implementation of the project and regulatory matters.
- 1.02 Furnish necessary forms and procedures for implementation of the project.
- 1.03 Provide technical assistance for the routine tasks to County personnel who will be directly involved in the program.
- 1.04 Assist the County 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 County during any monitoring visits by staff representatives of either the Texas Parks and Wildlife (TPWD)
- 1.06 Assist the County in meeting all special condition requirements.
- 1.07 Prepare and submit to TPWD all required periodic progress reports and compliance reports.



## **SECTION 2. FINANCIAL MANAGEMENT**

- 2.01 Assist the County in documenting its ability to manage grant funds as required by the state.
- 2.02 Assist the County in establishing and maintaining separate bank accounts, journals, and ledgers as necessary for this project.
- 2.03 Assist the County in submitting the required depository and signature forms to TPWD.
- 2.04 Assist the County in the preparation and submission of requests for payment of funds by TPWD.
- 2.05 Assist the County in establishing procedures to handle the use of any TPWD program income.

## **SECTION 3. PROJECT MANAGEMENT**

- 3.01 Assist the County in determining how much, if any, of the TPWD contract activities will be carried out, in whole or part, by in-kind labor.
- 3.02 Assist the County with monitoring the construction contractor's progress and ensuring all milestones are met.
- 3.03 Assist the County in maintaining adequate documentation of personnel, equipment, and materials used in the project and of related costs.
- 3.04 Assist the County in documenting compliance with federal and state requirements for equal employment opportunity.
- 3.05 Assist the County in coordination with the engineering firm
- 3.06 Assist the County with documenting and overseeing all in-kind activities performed throughout the course of the grant.
- 3.07 Ensure the construction contractor's contract the County enters into complies with all TPWD guidelines.
- 3.08 Obtain state verifications of construction contractor eligibility.
- 3.09 Ensure the construction contractor is complying with the Texas prevailing wages requirements established in Government Code Ch. 2258.
- 3.10 Attend pre-construction conference and prepare minutes (as needed).
- 3.11 Ensure in coordination with the engineer that all applicable permits or approvals have been obtained prior to construction.
- 3.12 Ensure appropriate TPWD temporary signage is properly displayed at the project site throughout the course of the grant.

**SECTION 4. EQUAL OPPORTUNITY**

- 4.01 Assist the County in implementing and documenting civil rights compliance in all construction contracts.
- 4.02 Prepare work write-ups and cost estimates, when appropriate.
- 4.03 Conduct inspections and process final contract documents as required.

**SECTION 5. PROJECT AUDIT/CLOSE-OUT**

- 5.01 Prepare Project Completion Checklist/Report to ensure permanent signage is displayed according to TPWD regulations, the project is registered with the Texas Department of Licensing and Regulation, and another applicable closeout paperwork.
- 5.02 Assist the County in responding to any monitoring findings in connection with inspections and project reviews by the state.
- 5.03 Assist the County in resolving any third-party claims.
- 5.04 Provide the County's auditor with TPWD audit guidelines when needed.
- 5.05 SPAG shall not be financially responsible for any audit findings or for payment for an audit.

**PAYMENT SCHEDULE:**

**SECTION 6. PAYMENT SCHEDULE**

- 6.01 Terry County agrees to pay SPAG \$13,700 under the following schedule:

1)	Establishment of Record Keeping System	30%
2)	Completion of Bid/Contract Award Process	30%
3)	Completion of Construction	30%
4)	Filing of all Required Closeout Information	10%

TOTAL	<u>100%</u>
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- 6.02 Terry County shall receive funds from the Texas Parks and Wildlife pertaining to this project and shall be responsible for the deposit, disbursement, and management of such funds.
- 6.03 Funds awarded to SPAG by Terry County under the terms of this agreement are authorized under the provisions of the State of Texas Professional Services Procurement Act, Texas Government Code, Chapter 2254, Subchapter A, "Professional Services".



**TERMS AND CONDITIONS:**

**SECTION 7. ADDITIONAL SPAG OBLIGATIONS**

7.01 During the performance of this agreement, SPAG agrees as follows:

- A. SPAG will not discriminate against any employee or applicant for employment because of national origin, religion, race, creed, sex, familial status, or gender. SPAG 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, SPAG will clearly state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, sex, or national origin.
- C. SPAG 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 Terry County 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 SPAG 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 SPAG 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.

**SECTION 8. CIVIL RIGHTS ACT OF 1964.**

8.01 During the performance of this Agreement, SPAG 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.

**SECTION 9. PERIOD OF AGREEMENT, AGREEMENT TERMINATION, CONTRACT REPRESENTATIVE, AND PROCEDURE FOR AMENDING**

9.01 Both parties agree that it is intended that all performances under this agreement are to be accomplished within two years of the date of its execution unless amended by mutual agreement of the parties. In any event, it is agreed and understood that SPAG shall be paid for performance rendered under this agreement.



- 9.02 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, SPAG shall be paid any outstanding sums due SPAG within thirty (30) days of termination.
- 9.03 It is further understood and agreed by the parties that SPAG is not responsible or liable to third parties for performance or non-performance by the Terry County under terms of this agreement as allowed by the laws and constitution of the State of Texas.
- 9.04 SPAG designates as its Contract Representative with the Terry County, its Executive Director. All communications relating to this Agreement should be addressed and directed to the Executive Director, or to a designee expressly named by the Executive Director.
- 9.05 It is understood and agreed by the parties, 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.
- 9.06 It is further understood and agreed, by all parties, that should either party breach the terms of this Agreement, the only remedy shall be termination of the Agreement in accordance with provisions of Section 12 of this Agreement.
- 9.07 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 SPAG, shall be mutually agreed upon by both parties and shall be incorporated herein by a written amendment to this Contract.

#### **SECTION 10. INTEREST OF THE PARTIES**

- 10.01 No member of the governing body of the Terry County and no other officer, employee, agent, or public official, who exercises any function or responsibility in connection with the planning or completion of the Terry County Park Improvements project has or shall have any personal financial interest, direct or indirect, in this contract or the work performed thereunder.
- 10.02 SPAG covenants that neither it nor any of its officers, directors, employees or agents has any financial interest in the project. SPAG further covenants that neither it nor any of its officers, directors, employees or agents 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 hereunder. SPAG further covenants that no person having any conflicting interest shall be employed for performance of its services under terms of this Agreement.
- 10.03 No person who is an employee, agent, officer, or official of SPAG who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this contract who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any contract,



subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

- 10.04 Local Program Liaison: Terry County has designated the County Judge to be the primary contacts for SPAG in all matters concerning this grant and interlocal agreement.

**SECTION 11. MISCELLANEOUS**

- 11.01 The party's signatory on behalf of SPAG and on behalf of Terry County, respectively, do individually hereby certify that each is authorized to execute this agreement on behalf of each respective organization.
- 11.02 This agreement constitutes the entire agreement between the parties relating to the rights granted and the responsibilities assumed.
- 11.03 Should any deviation occur from any of the requirements of this Agreement or the Texas Parks and Wildlife Division Contract, known to SPAG, or which becomes known to SPAG, then SPAG shall immediately inform Terry County in writing.
- 11.05 SPAG shall maintain fiscal records and supporting documentation for all expenditures of contract funds pursuant to OMB Circular A-87. SPAG shall retain these records and supporting documentation for the greater of three years from completion of this project.
- 11.6 SPAG and Terry County will work along with TPWD and other parties to the grant (Example: Engineer, contractor, material supplier, regulatory agency, etc). to ensure that compliance is achieved in all areas of this grant. Should issues of non-compliance arise, the County and SPAG will work towards reasonable solutions.
- 11.7 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 County, SPAG, and all other negligent entities and individuals.
- 11.8 Mutual Waiver. To the fullest extent permitted by law, County and SPAG 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.

**EXECUTION**

Executed this 28 day of April 2025.

BY:   
The Honorable Tony Serbantez, County Judge  
Terry County

Approved and accepted on behalf of South Plains Association of Governments (SPAG)

BY:   
Tim C. Pierce, EXECUTIVE DIRECTOR

REVIEWED:   
Tim Schwartz, DIRECTOR OF FINANCE