

Hall County, Texas
Regular Commissioners' Court Meeting

August 11, 2025

BE IT REMEMBERED THAT THE HALL COUNTY COMMISSIONERS MET IN A REGULAR COMMISSIONERS' COURT MEETING on August 11, 2025, with the following members present Ray Powell, County Judge, presiding; Ronny Wilson, Commissioner Precinct #1; Terry Lindsey, Commissioner Precinct #2; Gary Proffitt, Commissioner Precinct #3; Troy Glover, Commissioner Precinct #4. Other County officials: Teresa Altman, Tax A/C; Sherrie Stone, Justice of the Peace, 1,2, &3; Janet Bridges, County Treasurer; Tom Heck, Sheriff; the following citizens and guests: Jill Lindsey, Billy Ballew, Jace Francis, Jim Weeks, Jamie Plume, Christy Yates.

1. OPENING PRAYER.

- a. The meeting was called to order at 10:00 AM by Judge Powell.
- b. The opening prayer was led by Commissioner Wilson.

2. PUBLIC COMMENTS/REQUESTS

NONE

3. APPROVAL OF MINUTES OF THE REGULAR MEETING OF JULY 14, 2025, AND THE CALLED MEETING OF JULY 31, 2025, REGARDING THE COURTHOUSE RESTORATION UPDATE FROM PREMIER COMMERCIAL GROUP

Motion by Commissioner Wilson and seconded by Commissioner Glover and It is the Order of the Court to approve the minutes of the regular meeting of July 14, 2025, and the July 31, 2025, called meeting. Motion passed unanimously.

4. REPORTS OF:

- a. **TREASURER** Bridges presented to court
- b. **SHERIFF/EMC** Heck presented to court
- c. **ROAD & BRIDGE** Terry Lindsey presented to court
- d. **TAX A/C** Altman presented to court.
- e. **COUNTY CLERK** represented by Lucheryl Speed presented the report and also a quote for a filing cabinet for the office for records.

Exhibit A

- f. **J.P. REPORTS** Stone presented to court, Heck's was on paper.
- g. **EXTENSION OFFICE** – no report
- h. **TAX APPRAISAL** Paper copy presented to court
- i. **JUDGE'S REPORT** Judge Powell no report

All monthly reports are on file in the clerk's office.

5. APPROVE REPORTS

Motion by Commissioner Lindsey and seconded by Commissioner Wilson and It is the Order of the Court to approve the reports and approve the purchase by Clerk Snider of a filing cabinet for the Clerk's office. Motion passed unanimously.

6. APPROVE PAYMENT OF BILLS

Motion by Commissioner Wilson and seconded by Commissioner Glover and It is the Order of the Court to approve the payment of bills. Motion passed unanimously.

7. PRESENTATION FROM JACE FRANCIS REGARDING A GRANT PROGRAM FOR AMBULANCE.

Jace Francis, Hall County EMS, said that there will be a grant of \$500,000 available for the next two years. Both Hall County and Turkey EMS stated their reasons for wanting the grant.

Commissioner Wilson made the motion and seconded by Commissioner Lindsey to apply for the grant for Hall County EMS this year, due to the fact that they respond to more calls, and next year apply for the grant for Turkey EMS and It is the Order of the Court to approve apply for the grant for Hall County EMS. Motion passed unanimously.

Exhibit B

8. DISCUSS AND APPROVE THE CONTRACT BETWEEN HALL COUNTY SHERIFF'S OFFICE AND CHILDRESS COUNTY SHERIFF'S OFFICE FOR INMATE HOUSING FOR 2026.

Motion by Commissioner Lindsey and seconded by Commissioner Glover and It is the Order of the Court to approve the contract with Childress County for housing Hall County Inmates. Motion passed unanimously.

Exhibit C

9. DISCUSS AND CONSIDER APPROVING A CONTRACT BETWEEN HALL COUNTY SHERIFF'S OFFICE AND SECURUS TECH FOR INMATE PHONE USE.

Motion by Commissioner Lindsey and seconded by Commissioner Proffitt and it is the order of the Court to approve the contract with Securus Tech for Inmate phone use. Motion passed unanimously.

Exhibit D

10. DISCUSS AND APPROVE THE REAPPOINTMENT OF JUDGE WILLIS SMITH TO THE TEXAS PANHANDLE CENTERS BOARD FOR THE TERM SEPTEMBER 1, 2025 UNTIL AUGUST 31, 2026.

Motion by Judge Powell and seconded by Commissioner Glover and It is the Order of the Court to approve the reappointment of Judge Smith to the TPC Board for the 2025-2026 term. Motion passed unanimously.

Exhibit E

11. DISCUSS AND APPROVE THE RESOLUTION FOR THE MUTUAL AID AGREEMENT WITH PRPC.

Motion by Commissioner Glover and seconded by Commissioner Lindsey and It is the Order of the Court to approve the resolution authorizing Hall County's participation in the PRPC's Regional Mutual Aid Agreement Program. Motion passed unanimously.

Exhibit F

12. DISCUSS AND NOMINATE CANDIDATES FOR HALL COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS.

Discussion tabled until the September meeting.

13. DISCUSS AND CONSIDER APPROVING THE 2025-2026 BUDGET AND FILING THE APPROVED BUDGET WITH THE COUNTY CLERK'S OFFICE.

Motion by Commissioner Lindsey and seconded by Commissioner Glover and It is the Order of the Court to approve the 25-26 Budget of \$2,491,391.00, which is a 5% increase from last year's budget, which will raise more revenue from property taxes than last year's budget. Motion passed unanimously.

Exhibit G

(on file in the Hall County Clerk's office)

14. DISCUSS AND TAKE ACTION SETTING THE DATE OF AUGUST 25, 2025 FOR THE PUBLIC HEARING ON THE 25-26 BUDGET.

Motion by Commissioner Wilson and seconded by Commissioner Lindsey and It is the Order of the Court to set the date of August 25, 2025 for the Public Hearing on the 25-26 Budget. Motion passed unanimously.

15. APPROVE THE LEGAL NOTICE OF SALARY INCREASES TO BE PUBLISHED IN THE RED RIVER SUN REQUIRD BY LAW.

Motion by Judge Powell and seconded by Commissioner Glover to publish the Legal Notice of Salary Increases in the Red River Sun Newspaper. Motion passed unanimously.

16. DISCUSSION AND/OR ACTION ON BURN BAN.

(Currently OFF) Leave as is.

17. DISCUSS AND APPROVE AN EXTENSION OF DISASTER DECLARATION BY COMMISSSIONER'S COURT ORDER.

Motion by Commissioner Lindsey and seconded by Commissioner Wilson and It is the Order of the Court to approve the extension of Disaster Declaration until further notice. Motion passed unanimously.

Exhibit H

18. DISCUSS AND TAKE ACTION NECESSARY REGARDING RESTORATION OF HALL COUNTY COURTHOUSE.

Nothing at this time.

19. DISCUSS AND TAKE ACTION ON REQUEST FROM SHERIFF HECK ON SB22 GRANT FUNDING FOR THE SHERIFF'S DEPARTMENT AND/OR JAIL.

Nothing at this time.

20. DISCUSS, CONSIDER, AND TAKE ACTION ON THE USE OF EQUIPMENT, MATERIALS, PURCHASES, AND OTHER COUNTY MATTERS, COUNTY WORK, PROJECTS, EXTRA HELP ON HIRING OF ROAD EMPLOYEES ON COUNTY ROADS AND BRIDGES BY COMMISSIONERS IN EACH PRECINT

Commissioner Glover brought up that a 2012 vehicle is going to need repairs and a flatbed attached to the vehicle.
No action taken.

21. ADJOURNMENT

Motion by Commissioner Lindsey and seconded by Commissioner Glover and It is the Order of the Court to adjourn the meeting at 11:43 AM. Motion passed unanimously.

APPROVED 9/8/25

Patricia Snider

Patricia Snider
Hall County Clerk



COMMISSIONERS' COURT

DATE: 4-11-15

REGULAR OR CALLED

THOSE IN ATTENDANCE, PLEASE SIGN IN: (PLEASE PRINT)

ZOOM/PHONE

1 Billy Baller

2 Jace Francis

3 Jillian Lindsey

4 Jim Weeks

5 Samie Plumlee

6 Christy Yates

7 [Signature]

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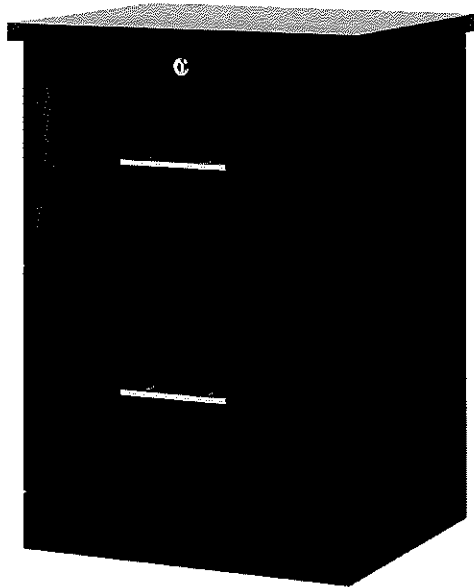
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Last purchased Aug 20, 2025

[View order](#)



[Click to see full view](#)



Realspace® 17"D Vertical 2-Drawer File Cabinet, Mulled Cherry

Visit the Realspace Store

4.2 (138)

Delivery & Support

Select to learn more



Customer
Support

No featured offers available

[Learn more](#)

Currently unavailable.
We don't know when or if this
item will be back in stock.

Deliver to Pat - Memphis 79245

[Add to List](#)

Currently unavailable.

We don't know when or if this item will be back in stock.

Brand Realspace

Color Mulled Cherry

**Special
Feature** Durable

**Mounting
Type** Floor Mount

Room Type Living Room



Material
Cherry Wood,
Engineered Wood



Style
Modern



Number of Doors
2



**Number of
Drawers**
2

Sponsored

About this item

- Keeping your important documents organized and secure is easy with the Realspace 2-Drawer Vertical File Cabinet. This file unit is made from strong and durable engineered wood and features a locking top drawer that is ideal for sensitive documents. The cabinet offers ball bearings to help the drawers glide smoothly, and the full-extension drawer design means you'll easily be able to reach files in the back.
 - Engineered wood.
 - 2 drawers with ball bearings and full-extension slides. Hang rails accommodate letter- and legal-size files.
 - Top drawer features a key lock.
 - Weight capacity per drawer tested to support 20 lb.
- [› See more product details](#)

Top reviews for business

Gaylen Anderson



Exhibit B

LL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-110618 Version: 1

Hall County EMS
618 Main Street
PO Box 639
Memphis, TX 79245

ZOLL Customer No: 102536

Jace Francis
8069940115
hallcountyems@windstream.net

Quote No: Q-110618
Version: 1

Issued Date: May 14, 2025
Expiration Date: June 30, 2025

Terms: 20% net 30 and annual
payments to begin 10/15/25 and
10/15/26 with ZERO interest

FOB: Shipping Point
Freight: Prepay & Add

Prepared by: Lavern Smith
EMS Territory Manager
lsmith@zoll.com
+1 5054177965

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	1561038	601-2221011-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, EtCO2, CPR Expansion Pack Includes: 4 trace tri-mode display monitor/defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Carry case, Operator Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru @ CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - Includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo Pulse Oximetry with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •	2	\$48,868.00	\$38,904.90	\$77,809.80
2	1561038	8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	2	\$771.00	\$561.75	\$1,123.50
3	1561038	8300-000676	OneStep Cable, X Series	2	\$586.00	\$466.58	\$933.16

Main: (800) 561-6070 Direct: (325) 356-2233



SALES AGREEMENT

Date:	7/28/2025
Sales Rep:	Michael Jordan
Ref. #	AEV # 10506-0005
	Revision 0

N/U	STOCK #	MFR	CONV YEAR	MAKE	MODEL	TYPE	VIN	QTY	PRICE	EXTENSION
New	TBD	AEV	2026	Chevrolet	G4500, 4X2, Gas 6.6l	III	TBD	1	\$245,676.65	\$245,676.65

ADDITIONAL INFORMATION		EXTRAS/OPTIONS	PRICE	QTY	EXTENSION
Damage: NA		Chassis : 2025 Chevrolet, G4500, Cutaway, 159" WB, 4X2, 6.6l Gasoline, Black Thundertruck full bumper replacement	Included		
Warranty: AEV Standard / GIA OEM		Modules: 2026 AEV, Type-III, Traumahawk, 172" [L] X 95" [W] X 72" [Interior head room], ProAir ducted HVAC system, Arctic Wedge front mounted condenser, Second auxiliary 12v belt driven AC compressor, Vanner 1500W Inverter, Zico Electric step, Zico electric O2 lift for "H" tank, Whelen 700 & 900 series lighting, Whelen siren system, Point to point electrical system with rocker switches. For complete build specification see attached spec sheet - #10506-0005.	Included		
Licensing: Texas / DSHS					
Tax Status: Exempt - County / Municipal Government					
CPIC/FIN: TBD					
County: Hall, Texas					
Contract: BuyBoard (Cooperative Purchasing Group)		Final Inspection and all Delivery Fees	Included		
Registration: SERVS to Title/Register for customer		Cooperative Purchasing User Access Fee - BuyBoard	\$800.00		
		TOTAL EXTRAS:	\$800.00		
Other:	Price Includes for one person to accompany the Sales Manager to AEV in North Carolina to perform the final inspection. All delivery fees are included. The GM chassis price in this quote is based off 2025 year model pricing. SERVS nor AEV can protect the customer from yearly price increases implemented by General Motors.		TOTAL INCLUDING ALL EXTRAS: \$246,476.65 1 \$246,476.65		

TRADE-IN		TAXES & FEES	
Year: TBD		Sales Tax: Exempt	
Make & Model:		State Fees:	
VIN:		Title/License Fee: Included	
		Delivery: Included	
TRADE ALLOWANCE:	N/A	TOTAL TAXES & FEES:	\$0.00

TOTAL INCL EXTRAS:

\$246,476.65

Discount

\$0.00

TOTAL DELIVERY, TAXES & FEES:

\$0.00

GRAND TOTAL:

\$246,476.65

DEPOSIT REQUIRED:

\$0.00

AMOUNT DUE

\$246,476.65

NOTICE TO BUYER

This contract is subject to provisions set forth, which is incorporated here by inference, and which terms include a complete disclaimer of all warranties other than stated by the Manufacturer. The purchaser agrees that this order includes all the terms and conditions of this order and that this order cancels and supersedes any prior agreement as of the date hereof comprises the complete exclusive statement of the terms of the agreement, relating to the subject matters covered hereby, and that this order shall NOT BECOME BINDING until accepted by the Dealer principal or his/her authorized representative. Purchaser by his/her execution of this order acknowledges that he/she has read the terms and conditions and has received a copy of the Buyer's Order. Payment is due for all ambulances upon delivery or prior to release for delivery from factory. Late payment and/or interest charges may be assessed.

Market Conditions Advisory: Critical circumstances caused by a unique mixture of global market issues have produced unprecedented challenges in this ambulatory industry. Challenges include but are not limited to, extended OEM class lead times, severe labor and supply shortages and supplier exits from business. These issues and pent-up demand have caused ambulatory industry lead times to accelerate to three (3) and four (4) times the norm. As well, some medical equipment suppliers are passing along price increases on their supplied equipment on short notice. These price increases will be passed along to you as received from the supplier. As an example, Styrker patient handling systems, Covid Spring suspension systems and fuel/effi costs have increased rapidly on short notice.

Notice for Used Vehicles: If the vehicle(s) sold by Dealer under this order is sold as used or pre-owned vehicle, the unit is sold "AS IS" and Dealer makes no guarantee of any nature whatsoever in connection with the purchase of used vehicle(s), expressed or implied, (including no warranty that the odometer represents the actual mileage) or any implied such mileage.

TITLE INFORMATION

Name & address on title should read:
Physical address of vehicle (if different):
Lien holder name & address (if any):
Date of Sale required by Lien holder:


1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	5
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AUTHORIZED SIGNATURES

Company: **Hall County EMS**

Purchase By: _____
Name (Printed) _____ (Title) _____

Dealer: **Southern Emergency Rescue & Vehicle Sales, dba SERVS**


Territory Manager Signature

Signature _____

7/29/2025
Date

Dealer Principal or Authorized Signature

THANK YOU FOR YOUR BUSINESS!

WE APPRECIATE THE OPPORTUNITY TO BE OF SERVICE TO YOU !

The SERVS Team



Medical

SALES ORDER ACKNOWLEDGEMENT	
SALES ORDER NUMBER	5406140
ORDER DATE	04-23-2024
SALES REP	Maxwell Hediger
SALES REP PHONE#	
CUSTOMER P.O.	10908677

SHIP TO

HALL COUNTY EMS
20252991
618 W MAIN ST
MEMPHIS
Texas
79245-3304

BILL TO

HALL COUNTY EMS
20076518

THIS IS NOT AN INVOICE AND THE CUSTOMER SHOULD NOT MAKE PAYMENT TO STRYKER BASED ON THIS ORDER ACKNOWLEDGEMENT. STRYKER WILL SUBMIT A SEPARATE INVOICE TO THE CUSTOMER FOR PAYMENT. THE INVOICE MAY INCLUDE ADDITIONAL COSTS NOT REFLECTED ON THIS ORDER ACKNOWLEDGEMENT SUCH AS APPLICABLE SALES TAX.

MODE OF TRANSPORT	FOB CODE/FOB
UPS Ground (default)	Customer Pays Quoted Freight (Orlgn)

QTY	ITEM NUMBER	ITEM DESCRIPTION	CUSTOMER REQUEST DATE	QUANTITY ORDERED	UNIT PRICE	EXTENDED AMOUNT
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG		1	\$29,792.00	\$29,792.00
2.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM		1	\$26.28	\$26.28
3.0	639005550001	MTS POWER LOAD		1	\$28,858.20	\$28,858.20
4.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE		1	\$795.00	\$795.00
5.0	650700450301	ASSEMBLY, BATTERY CHARGER		1	\$700.00	\$700.00
6.0		ProCare		1	\$3,872.00	\$3,872.00
6.1	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG		1	\$1,279.20	\$2,558.40
6.2	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD		1	\$1,818.40	\$3,636.80
Tot Sales Tax Amt						\$0.00
Freight (Calculated)						\$793.98
Total						\$67,160.66

Exhibit C

CONTRACT FOR INMATE HOUSING SERVICES

STATE OF TEXAS §
 §
COUNTY OF CHILDRESS §

This Contract and Agreement made and entered into by and between the County of Hall, acting by and through its duly authorized representative, and the County of Childress, acting by and through its duly authorized representative, to be effective upon the signing date of this document through September 30, 2026.

WHEREAS, Childress County houses inmates in a facility having been duly inspected and certified as being suitable for inmate housing; and

WHEREAS, Hall County, in order to carry out and conduct its inmate housing in an economical, beneficial and safe environment and in conjunction with the laws of the state of Texas, has need of the use of secure jail facilities to house and maintain inmates; and

WHEREAS, Childress County desires to make its jail facility available to Hall County for such use and purpose, and Hall County desires to contract for the use of said jail:

PROVISIONS AND SERVICES

COPY

- A. This contract and Agreement is entered into by and between Childress County and Hall County whereby Hall County will contract for as needed beds only and subject to availability.
- B. It is further agreed between Childress County and Hall County that the daily rate per inmate shall be \$60.00.
- C. Said amount per inmates housed for Hall County shall be billed by Childress County and paid monthly by Hall County.
- D. All dental, medical, mental health, psychological testing, and laboratory services will be billed to Hall County with said Hall County being responsible for all medical expenses incurred by their inmates during incarceration;
- E. Prescription drugs for Hall County's inmates will be the responsibility of Hall County;
- F. If a Hall County inmate requires hospitalization, then Hall County shall furnish a guard at Hall County's expense for the duration of said inmates hospitalization if more than 12 hours of hospitalization is needed;

- G. In addition, Hall County shall be responsible for the transportation of all Hall County inmates to and from the Childress County jail.

ASSURANCES

- A. The Childress County jail shall comply with all applicable state laws;
- B. The Childress County jail will be operated in accordance with standards promulgated by the State of Texas;
- C. Any changes regarding price or cost will be agreed upon by both Childress County Commissioners and Hall County Commissioners.

TERMINATION


The Contract may be terminated by either party by giving thirty (30) days written notice to the other party hereto of the intention to terminate.

CONTRACT PERIOD

The Contract period will be effective on the signing date, until midnight of the 30th day of September, 2026, with an option to renew for an additional twelve (12) month period. Allowable per diem rates may be adjusted annually with concession of both parties.

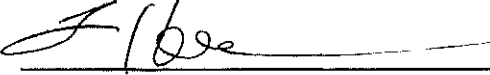
DESIGNATION OF OFFICIAL AUTHORIZED TO ACT

Childress County and Hall County hereby designate the below referenced individuals to serve as its representatives in all matters pertaining to this contract.



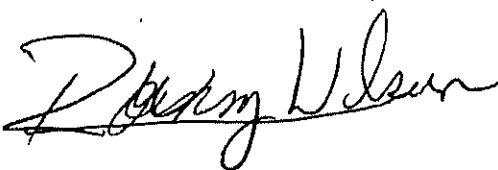
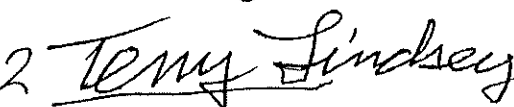
County Judge, Hall County

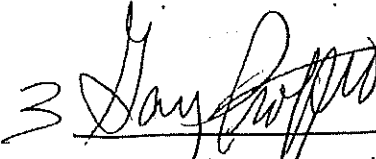
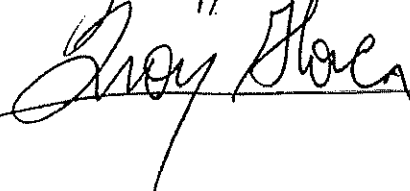
County Judge, Childress County



County Sheriff, Hall County

County Sheriff, Childress County

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2024 FCC ORDER – FCC WAIVER ORDER AMENDMENT

This **FCC Waiver Order Amendment** ("Amendment") is effective as of ~~the date it is signed by either party~~ ("Amendment Effective Date") and amends and supplements the current Master Services Agreement or other contract(s) by and between Securus Technologies, LLC ("Provider") and the party identified below as Customer ("Customer") (collectively, the "Agreement"). Capitalized words contained but not defined in this Amendment are defined in the Agreement.

WHEREAS In 2024, the Federal Communications Commission published the *Incarcerated People's Communication Services Implementation of the Martha Wright-Reed Act: Rates for Interstate Inmate Calling Services*, WC Docket Nos. 23-62 & 12-375, FCC 24-75 (rel. July 22, 2024) (the "2024 FCC Order") which, among other things, lowered the rates for voice and video calls and prevented providers from paying cash or in-kind commissions out of revenue regulated by the FCC.

WHEREAS Customer and Provider executed a contract, amendment, or other agreement to comply with the 2024 Order.

WHEREAS On June 30, 2025, the FCC published an order (the "Waiver Order") extending the compliance dates of the following requirements of the 2024 FCC Order to April 1, 2027: new caps on voice and video calls, the prohibition against cash or in-kind commissions, and the requirement that providers offer video calls on a per-minute basis.

WHEREAS The parties now agree to further amend the Agreement in light of the Waiver Order.

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

1. Term.

- a. This Amendment shall commence on the Amendment Effective Date and shall remain in effect through the term of the Agreement. Notwithstanding the foregoing and except as may otherwise be indicated herein, the changes in this Amendment shall take effect on the first of the month following the Amendment Effective Date, if executed at least 7 days prior the last day of the current month, and except that any new products or services will be subject to normal installation lead times.
- b. Further, the term of the Agreement shall be extended by an additional 36 months, with a modified end date of March 26, 2031. Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, the Agreement will automatically renew for successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.

2. Voice Calls. Provider will charge \$0.21 per minute voice call rate to the incarcerated end user, plus applicable taxes, tariffs, and fees, in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

3. Private Number Designation. We will continue to provide you with the ability to designate certain numbers (for example, attorney or clergy numbers) as "Private" within our Secure Call Platform. Calls to numbers designated as Private will not be recorded by us. Although we will maintain your Private list within our Secure Call Platform, you acknowledge and agree that you will have the sole discretion, authority, and responsibility for designating numbers as Private, and that we have no discretion, authority, or responsibility for making such designations, unless done so at your instruction. Further, to the fullest extent allowed by applicable law, you and/or your employees, agents, or contractors agree to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) arising out of the recording or monitoring of calls to numbers that should have been, but were not, designated by you as Private.

4. Ancillary Service Charges. Current FCC regulations do not allow Provider to charge ancillary service charges on transactions involving voice and video calls. If the FCC allows Provider to charge ancillary service charges on transactions

Involving voice and video calls in the future, Customer agrees that Provider may charge such fees, up to the maximum amount allowed by the FCC, without the need for further contract amendment or customer approval.

5. InstantPay Program, which was replaced by AdvanceConnect Single Call, is replaced with Account Activator. Section InstantPay Program in the Schedule to the Agreement is hereby deleted in its entirety and replaced with the following language: Account Activator allows the incarcerated end user to call a third-party number that does not have an AdvanceConnect account or who does not have sufficient balance in his or her account to complete a call at no cost for a brief conversation. Account Activator then allows the third-party to set up an AdvanceConnect account or to add funds to a low or no balance account to place future calls by connecting the third-party to Provider's Interactive Voice Response (IVR) and either set up a billing method or add funds, respectively. After the initial brief no cost call, the incarcerated end user is requested to call later while an account is set up for the third-party. Provider will set parameters to offer third party no cost calls.

6. Recording Storage Period. Notwithstanding any previous terms in the Agreement, Provider will provide storage for voice and video recordings as follows:

a. Voice Recordings. Provider will store voice recordings for a period of 12 months from the date the call takes place (the "Voice Storage Period"). After the Voice Storage Period has passed for a particular call, that call will no longer be available to Customer.

b. Customer Responsibility to Preserve Recordings. Customer is solely responsible for preserving any voice recordings beyond the applicable Storage Period by downloading them to a separate storage medium, and Provider shall not have any responsibility or have any liability whatsoever for Customer's failure to download and store the voice recordings so that they are available beyond the applicable Storage Period.

c. Historic Recordings. The parties understand and agree that the currently applicable storage period for voice calls may be longer than the applicable Storage Period provided in this Amendment. Customer agrees that, no sooner than 90 days after the Effective Date of this Amendment (the "Storage Transition Period"), all historic voice recordings outside the Storage Period provided herein will become unavailable to Customer. **It is the sole and exclusive responsibility of Customer to download and store voice recordings in a separate medium during the Storage Transition Period as Customer will permanently lose access to voice recordings that are older than the applicable Storage Period provided in this Amendment. Provider will have no liability whatsoever for the loss of any voice recordings after the Storage Transition Period that are older than the applicable Storage Period defined in this Amendment.**

7. Change In FCC Regulation. The parties acknowledge that the 2024 FCC Order and the Waiver Order requirements impact, among other things, maximum calling rates, the charging of ancillary and other fees, commissions that can be paid to agencies, the types of allowable reimbursement payments that can be made to agencies, and the types of in-kind services providers may not offer to agencies. This Agreement includes terms to comply with the current Waiver Order. There is the potential for its requirements to change during the Term of this Agreement. If any such changes occur during the Term of Agreement, the parties agree to work together in good faith to agree to appropriate changes to address such changes.

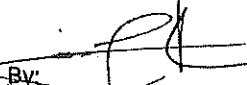
8. Other Provisions.

a. This Amendment shall govern over the terms and conditions of the Agreement, or any other binding document pertaining to or in connection with the subject matter of this Amendment.

b. Except as expressly amended by this Amendment, all the terms, conditions and provisions of the Agreement shall remain in full force and effect.

c. The persons signing this Amendment represent that they have the unrestricted right and requisite authority to enter into and execute this Amendment, to bind Customer named below and Provider, and to authorize the contract modifications contained herein.

EXECUTED as of the Amendment Effective Date.

CUSTOMER: Hall County Jail, TX  By: _____ Name: <u>Tom Heck</u> Title: <u>Sheriff</u> Date: <u>8/11/2025</u>	PROVIDER: Securus Technologies, LLC (f/k/a Securus Technologies, Inc.) By: _____ Name: _____ Title: _____ Date: _____
--	---

Approved by Hall County
Commissioners Court on
August 11th 2025.

1 Randy Wilson

2 Terry Lindsey

3 Gary Pittman

4 Ray Glover

COPY

July 17, 2025

BOARD OF TRUSTEES

Chair
The Honorable Willis Smith
Higgins, Texas

The Honorable Ray Powell
Hall County Judge
512 W Main, Suite 4
Memphis, Texas 79245

Vice Chair
Patty Ladd
Amarillo, Texas

Dear Judge Powell:

Secretary/Treasurer
Janis Robinson
Hereford, Texas

Texas Panhandle Centers Behavioral and Developmental Health is one of thirty-nine community Centers in Texas. TPC Provides services to residents of the upper twenty-one counties of the Texas Panhandle with approximately 10,000 persons receiving care each year.

Larry Adams
Amarillo, Texas

TPC operates under the direction of a nine-member Board of Trustees, five representing Potter and Randall counties and cities, and the other four representing the remaining nineteen counties and cities. Regional Representation is divided into the Eastern and Western Divisions. The Eastern Division is made up of eleven counties and they are Hansford, Ochiltree, Lipscomb, Roberts, Hemphill, Gray, Wheeler, Armstrong, Donley, Collingsworth and Hall counties. One of the two appointees from the Eastern Division is Judge Willis Smith. Judge Smith's term expires August 31, 2025.

Alyson Ries
Canyon, Texas

Jim Conner
Amarillo, Texas

Jerry Williams
Amarillo, Texas

It is a pleasure to recommend Judge Willis Smith for reappointment to the Board. He has been an excellent Board member, currently serves as Chair of the Board of Trustees and represents the Eastern Region well. Judge Smith has indicated his willingness to continue to serve.

Sheriff J. Dale Butler Jr.
Deaf Smith County

Sheriff Terry Bouchard
Ochiltree County

Legal Counsel
Amy Shelhamer

Judge Smith's reappointment term would be from September 1, 2025, until August 31, 2027. Should you and your respective Commissioners Court approve the reappointment, please confirm such in a letter or with a copy of the meeting minutes to Joyce Lopez-Enevoldsen at joyce.lopez@txpan.org.

Executive Director
Mellisa Talley

Thank you for the support you and the County Commissioners have given to TPC. Should you have questions or need additional information, please feel free to call me at (806) 351-3206.

Sincerely,



Mellisa Talley
Executive Director

cc: Judge Willis Smith, Chair, Texas Panhandle Centers Board of Trustees

Exhibit F

RESOLUTION NO. 081125

A RESOLUTION BY THE COMMISSIONERS' COURT OF HALL COUNTY, TEXAS, AUTHORIZING THE COUNTY'S PARTICIPATION IN THE PANHANDLE REGION (TEXAS STATE PLANNING REGION 1) REGIONAL MUTUAL AID AGREEMENT AND DESIGNATING THE JUDGE TO SERVE AS THE COUNTY'S CHIEF REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THIS AGREEMENT.

WHEREAS, Hall County is vulnerable to disasters, both man-made and natural, which pose a threat to the welfare and safety of the County's residents and their property; and

WHEREAS, in the event of a large-scale disaster, Hall County could be faced with a situation that exceeds its capacity to effectively respond to the incident thereby placing residents and their property at greater risk; and

WHEREAS, this same limitation impacts localities across the Texas Panhandle; and

WHEREAS, it would benefit Hall County, as well as the other localities of the region, if during times of exigency, disaster assistance could be shared by and between those localities, as needed and available, to affect a higher, more appropriate level of response; and


WHEREAS, the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement was developed to provide for the sharing of disaster assistance among the localities of the region, as needed and available, to afford all residents of the Panhandle a greater degree of protection; and

WHEREAS, Hall County finds that it is in the best interest of its residents to participate in the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement.

NOW THEREFORE, be it resolved by the Commissioners' Court of Hall County, Texas, that:

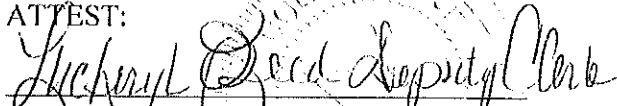
1. The County is hereby authorized to join itself as a party to the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement.
2. The County Judge, as the County's Emergency Management Director, is designated to serve as the County's Chief Representative in all matters pertaining to its participation in this Agreement.
3. The County agrees to abide by the terms of this Agreement inasmuch as it benefits the welfare and safety of our residents and their property.

CONSIDERED AND APPROVED THIS 11th DAY OF AUGUST, 2025.

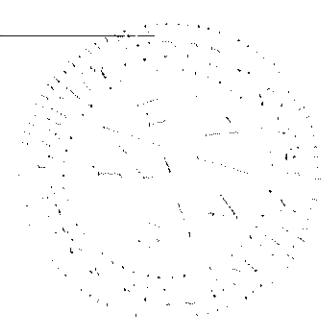


<Name>, Judge
<Name> County, Texas

ATTEST:



<New>, District County Clerk
<Name> County, Texas



Ray Powell

From: Delaney Pruett <dpruett@theprpc.org>
Sent: Monday, August 4, 2025 10:58 AM
To: adam.ensey@co.armstrong.tx.us; briscoejudge@co.briscoe.tx.us;
dan.looten@co.carson.tx.us; magfeller@castrocounty.org; kimberly.jones@childresstx.us;
smartindale@co.collingsworth.tx.us; daljudge@xit.net;
dwagner@deafsmithcounty.texas.gov; doncojudge@windstream.net;
chris.porter@graycch.com; hallcojudge@dtgoftexas.com;
judgeglass@hansfordcountytx.com; rgordon@hartleycountytx.gov;
cojudge@hemphillco.com; judgeirwin@hutchinsoncnty.com;
dori.roots@co.lipscomb.tx.us; judgerhoades@moore-tx.com; ckelly@ochiltree.net;
Shawn.Ballew@co.oldham.tx.us; isabel.carrasco@parmercounty.texas.gov;
nancylanner@co.potter.tx.us; christy.dyer@randallcounty.com; judge@co.roberts.tx.us;
cojudge@co.sherman.tx.us; countyjudge@swisher-tx.org; 'cojudge@co.wheeler.tx.us';
armstrongemc@co.armstrong.tx.us; jwhisler@borgertx.gov; bcemc@co.briscoe.tx.us;
carsonemc@co.carson.tx.us; sriviera@castrocounty.org; emc@childresstx.us;
rward@valornet.com; dalhartfire@dalharttx.gov; emc@dallam.org; hfd@wtrt.net;
countyjudge@co.donley.tx.us; tschwiegerath@cityofpampa.org; jamesedwards0795
@yahoo.com; emc@hansfordcountytx.com; hcemc@hartleycountytx.gov;
khhfairport@gmail.com; Alan Wells; dori.roots@co.lipscomb.tx.us; tbrooks@moore-
tx.com; wfloyd@ochiltree.net; shawn.ballew@co.oldham.tx.us;
eric.geske@parmercounty.texas.gov; max.dunlap@amarillo.gov; judge@co.roberts.tx.us;
gmwprod@gmail.com; emc@swisher-tx.org
Cc: Lori Gunn; Shane Brown
Subject: Panhandle Regional Mutual Aid Agreement
Attachments: FINAL Regional Mutual Aid Agreement - Updated 2025.docx; Panhandle Regional
Mutual Aid Agreement One-Page.docx
Categories: Blue Category

Good Morning,

The Panhandle Regional Emergency Management Advisory Committee (PREMAC) maintains a Mutual Aid Agreement (MAA) for the Texas Panhandle that establishes the terms and conditions by which a jurisdiction may request aid and assistance from one or more surrounding jurisdictions in responding to an emergency or disaster. The Multi-Agency Coordination Center (MACC) is operated by PRPC Regional Services staff (myself, Lori Gunn, and Shane Brown). If you need any additional resources during an incident, we can utilize the MAA and ask other jurisdictions to come assist you with the incident. This agreement is reviewed by the PREMAC every 5 years, but the last time it was sent out for County approval was in 2014. The PRPC Board of Directors approved the updated agreement at their July 2025 meeting, so I am now sending it out to the counties for approval.

I have attached the agreement here with a resolution at the back for consideration in Commissioner's Court as well as a one-page overview. I am available to attend meetings or answer any questions you have. Once this is approved at Commissioner's Court, please send me a copy of the resolution to keep for our records.

Thanks,
Delaney

Panhandle Regional Mutual Aid Agreement

The Panhandle Regional Mutual Aid Agreement establishes the terms and conditions by which a jurisdiction may request aid and assistance from one or more surrounding jurisdictions in responding to an emergency or disaster that exceeds the resources available in the requesting jurisdiction, and resources available through other, more local mutual aid agreements, should they exist.

How to request aid?

Requests for assistance can be made by the Emergency Management Coordinator (EMC), County Judge, Mayor, or Incident Commander to PRPC Regional Services Staff. The Multi-Agency Coordination Center (MACC) is resource provided by the Panhandle Regional Planning Commission to our local governments for incident support. If an incident exceeds the capabilities and resources a jurisdiction has locally, PRPC Staff working in the MACC can utilize the regional mutual aid agreement (MAA) to fulfill the request. PRPC has relationships with all 26 counties, so staff is able to look at the situation on a regional level and ask other jurisdictions to help through the MAA. This allows the jurisdiction requesting resources to make one call and move on to other urgent issues. PRPC Staff will call back once the resource is en route to the incident.

The Details

- Almost anything can be requested, including: firefighting personnel, vehicles and equipment, law enforcement support, public works personnel and supplies, volunteer organization support for mass care, and communications support.
- Requesting support through the MACC does not preclude the jurisdiction from asking for support directly from TDEM, Texas A&M Forest Service, and volunteer organizations. The MACC is supposed to aid the local officials in sourcing the requested resources efficiently, so the local officials can work on other urgent tasks.
- Joining this mutual aid agreement does not oblige a jurisdiction to offer support if requested. A jurisdiction or responding agency is able to say no to the request, no matter the circumstance.
- The MACC will track resources committed to an incident through the mutual aid agreement to provide documentation if the incident reaches the federal threshold for a Fire Management Assistance Grant (FMAG). Additionally, the MACC will communicate with TDEM on any requested and/or committed resources for the incident.

Example

A jurisdiction has a large wildfire and needs additional resources to help contain the fire. The EMC has a couple of options: (1) the EMC can call Texas A&M Forest Service (TAMFS) to request assistance, (2) the EMC can call the PRPC and ask the MACC be activated, and (3) the EMC can call the District Chief with TDEM and ask for state resources (TIFMAS task force). The EMC can choose to do one, two, or all of these options, and depending on the situation, all of these resources may be needed. The MACC will source the requested resources from the region, inform TDEM of the resources being sent to prevent duplication, and call the EMC back to let them know the ETA of the requested resource. Because the MACC is coordinating resources within the Texas Panhandle, the fire trucks and firefighters that agree to go help put out this fire are able to get to the incident quickly, they are familiar with the area, the terrain, etc. They know the local TAMFS crews, they may even know the requesting jurisdiction's firefighters and Fire Chief. It's neighbors helping neighbors, the Panhandle Spirit!

**PANHANDLE REGION (TEXAS STATE PLANNING REGION 1)
MUTUAL AID AGREEMENT**

This Mutual Aid Agreement (the "Agreement") is made by and between the cities and counties of the Texas State Planning Region 1 (as designated by the Governor's Office) and for the purpose of this document referred to as the "PRPC COG" or "COG"), who have, by resolution of their governing body, adopted and joined themselves to this Agreement as a participating party (the "Parties").

RECITALS

- A. The impacts of natural and man-caused disasters have heightened our awareness that emergency planning is essential for the public health, safety, and welfare, and have fortified our resolve to effectively respond to disasters.
- B. The Parties recognize the vulnerability of the people and communities located within the Region to damage, injury, and loss of life and property resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may present equipment and manpower requirements beyond the capacity of each individual Party.
- C. The Parties recognize that in the past, mutual aid has been provided between or among the Parties in the form of personnel, supplies and equipment during disasters and/or civil emergencies as well as during recovery periods.
- D. The governing officials of the Parties desire to secure for each Party the benefits of mutual aid and protection of life and property in the event of a disaster and/or civil emergency.
- E. The Parties hereto wish to make suitable arrangements for furnishing mutual aid in coping with disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act) Chapter 418, Texas Government Code (Texas Disaster Act of 1975) as amended and the Robert F. Stafford Disaster Relief and Emergency Assistance Act.
- F. The Parties desire to make such arrangements in a manner consistent with the Texas Statewide Mutual Aid System but tailored to support the mutual aid working relations that have traditionally served the jurisdictions in Texas State Planning Region 1.
- G. The Parties recognize that a formal agreement for mutual aid would allow for better coordination of effort, would provide that to the extent possible, adequate equipment is available, and would help ensure that mutual aid is accomplished in the minimum time possible, and thus desire to enter into an agreement to provide mutual aid.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein, the participating Parties, authorized by appropriate actions of their governing bodies, hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions by which a Requesting Party may request aid and assistance from one or more Responding Parties in responding to an emergency or disaster that exceeds the resources available in the Requesting Party's jurisdiction or through the Requesting Party's local mutual aid agreements, should such agreement(s) exist.

2. **Previous Agreement.** This Agreement replaces the previous Regional Mutual Aid Agreement created for Texas State Planning Region I in March 2004, February 2014, and July 2021.
3. **Legal Authority.** This Agreement is made pursuant to the authority of Chapters 418, 433 and 791 of the Texas Government Code, Chapter 362 of the Texas Local Government Code, and all other constitutional and statutory provisions which may provide authority for any of the Parties.
4. **Definitions.**

"Civil emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.

In accordance with Section 362.002, Texas Local Government Code, law enforcement *"assistance may be provided only when the mayor or other officer authorized to declare a state of civil emergency in the other county, municipality, or joint airport considers additional law enforcement officers necessary to protect health, life, and property in the county, municipality, or joint airport because of disaster, riot, threat of concealed explosives, or unlawful assembly characterized by force and violence or the threat of force and violence by three or more persons acting together or without lawful authority."*

"Declaration of Local Disaster" means an official statement issued by a jurisdiction's Emergency Management Director or his/her authorized designee to declare that a state of emergency exists in the jurisdiction, or part thereof, as a result of natural or man-caused conditions which may present severe threats to life and property of the residents therein.

"Disaster Assistance" means the provision of emergency management, police, fire, emergency medical, utility, street, debris removal, and/or other related services, without limitation, during a disaster.

"Disaster", consistent with the definition in Section 418.004 of the Texas Government Code, means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, other public calamity requiring emergency action, or emergency (as that term is defined in Chapter 418 of the Texas Government Code), within the jurisdiction of any of the Parties.

The Parties agree that an act of terrorism is contemplated within the definition of "disaster" as that word is defined in Section 418.004 of the Texas Government Code. "Disaster" does not include ordinary emergencies, such as a small localized hazardous material spills, which have historically been handled in the normal course of government operations by the Parties.

"Disaster District Chief or DC or DDC" means the Chief of the Texas Division of Emergency Management (TDEM) disaster district. TDEM Disaster District 1 mirrors the PRPC COG region. The DC, or their designee, serves as the initial source of state emergency assistance for local governments. The DC will, when requested, facilitate the

identification, mobilization, and deployment of state personnel, state equipment, state supplies, and technical support in response to requests for emergency assistance from local governments.

“Incident Command System or ICS” means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a sub-component of NIMS.

“Incident Commander” means the person responsible for all aspects of an emergency response: including quickly developing incident objectives (incident action plans), managing all incident operations, application of resources as well as responsibility for all persons involved.

“Panhandle Multi-Agency Coordination Center or PALACC” means the organizational structure developed and managed by the PRPC’s Panhandle Regional Emergency Management Advisory Committee (PREMAC) to facilitate the filling of mutual aid resource and asset requests, to the extent possible, during large-scale emergencies or disasters in the Panhandle region. The MACC works in coordination with the DDC.

“Mutual Aid” means resources such as personnel, equipment, services and/or supplies which are provided across jurisdictional boundaries by the Responding Party to the Requesting Party under a reciprocal agreement.

“National Incident Management System or NIMS” means a system prescribed by Homeland Security Presidential Directive 5 to coordinate emergency preparedness and incident management among various federal, state, and local agencies. NIMS provides a uniform nationwide approach to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents no matter what the cause, size or complexity, including catastrophic acts of terrorism and disasters.

“Operational Period” means the period of time scheduled for the execution of a given set of operational actions such as those specified in the Incident Commander’s incident action plan.

“Requesting Party” means the Party receiving mutual aid or assistance from a Responding Party which is providing the mutual aid or assistance at the request of the Requesting Party.

“Responding Party” means the Party that has received a request to furnish mutual aid or assistance from another Party and has agreed to provide the same.

“Unified Command” means a group that consists of the Incident Commanders from the various jurisdictions or organizations involved with a disaster response joining together to form a single command structure.

“WebEOC” means a specific named web-enabled crisis information management system that allows for real-time information sharing. *WebEOC* provides a method for expedient information exchange between organizations, within and across disciplines and geographic regions regarding the actual status of events as they are occurring. This system may be replaced with a similar system that serves the same purpose.

5. **Request for Assistance.** The request for assistance:
- a. will be made only after the Requesting Party's response assets and those assets available through the Requesting Party's local mutual aid agreements, if such other agreement(s) exist, have been fully committed to the emergency or disaster response;
 - b. will be made after a Declaration of Local Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code, or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code;
 - c. will be made by the highest-ranking authority of the Requesting Party available at the time of need or as provided under sub-part e, below;
 - d. will be made to the highest-ranking authority of the Responding Party available at the time of need or as provided under sub-part e, below;
 - e. may be made by the highest-ranking authority of the Requesting Party to PRPC Regional Services Staff, who may in turn, contact the PREMAC Chairperson to request activation of the PMACC to assist in filling the mutual aid request(s);
 - f. will specify to the greatest extent possible the location to which the resources are to be dispatched, the nature of the problem requiring assistance, the resources requested, and the specific time the resources will be needed; and
 - g. may be made verbally or in writing; however, if a request is made verbally, it must be confirmed in writing as soon as practical thereafter the verbal request is made.
- 5b. **Response to Request for Assistance.** Notwithstanding anything in this Agreement, the decision as to whether or not to respond in any particular situation or the level of response requested is at the sole discretion of the representative of the Responding Party making the decision.

The Responding Party's representative will make a discretionary decision at the time of the request, considering the nature and magnitude of the request, whether and to what extent the Responding Party's resources are available and should be provided and subject to availability that does not disrupt proper service to its own jurisdiction.

6. **Parties' Emergency Management Plan.** Each Party shall prepare and keep current an emergency management plan for its jurisdiction to provide for emergency/disaster mitigation, preparedness, response and recovery, in accordance with Chapter 418 of the Texas Government Code. The emergency management plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide mutual aid. The emergency management plan shall be submitted to the Texas Division of Emergency Management.
7. **Emergency Management Director.** The County Judge of each county or Mayor of each city participating in this Agreement shall serve as the Emergency Management Director for his/her respective jurisdiction and shall take all steps necessary for the implementation of this Agreement.

Each Emergency Management Director may designate an Emergency Management Coordinator who shall serve as an assistant to the presiding officer of the political subdivision for emergency management purposes.

8. **Incident Command.**

- (a) Each Party will have an incident command system in place. The Requesting Party will designate an Incident Commander. Resources provided by the Responding Party will be under the direction of the Requesting Party's Incident Commander, unless the

Incident Commander based on the facts and conditions at the scene of operation, requests that the Responding Party take charge of the operation based on superior resources, expertise, or other valid reason. In order to realize maximum effectiveness, it is the intention of the Parties that to the extent possible, responses will be made under a unified command with the highest degree of coordination possible under the circumstances.

- (b) The Incident Commander of the Responding Party shall report to the Requesting Party's Incident Commander at the location to which the mutual aid resources are dispatched.
 - (c) A Responding Party shall be released by the Incident Commander when the services of the Responding Entity are no longer required or when the officer in charge of the Responding Party's forces determines, in the officer's sole discretion, that further assistance should no longer be provided.
 - (d) Responding personnel must meet the minimum standards for their position as established by their jurisdiction.
 - (e) If there is a conflict between the operating procedures and professional standards of the Responding Party and the Requesting Party, the operating procedures and professional standards of the Responding Party will control the use of the Responding Party's assets and personnel.
9. **Training and Exercises.** The Parties will ensure that their personnel and appropriate officials are properly trained in ICS and NIMS and will endeavor to actively participate in multi jurisdictional training exercises and drills for the type of emergency response situations which may result in a request under this Agreement.
10. **Other Mutual Aid Agreements, Supplementary Agreements and Protocols.** The Parties are encouraged, all or some, to enter into additional agreements and protocols governing response to particular situations and circumstances. Operating departments of the Parties (for example, fire and police) are authorized and encouraged to enter into specific emergency protocols with their counterparts to enhance coordination in disaster response situations.

Notwithstanding the foregoing, it is understood and agreed that certain signatory Parties may have heretofore contracted or may hereafter contract with each other for mutual aid in disaster situations, and it is agreed that this Agreement shall be subordinate to any such individual contract. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Parties of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies.

Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency - services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another

Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.

- 11. Responsibility for Response Costs.** The Parties to this Agreement concur that the Requesting Party shall not be required to reimburse a Responding Party for response costs incurred during the first 12-hour Operational Period. The Requesting Party will be required to reimburse for response services delivered by the Responding Party after the first Operational Period. For the purpose of this Agreement an Operational Period begins when the Responding Party checks in at the scene of operation and ends when the Responding Party is released by the Incident Commander or leaves the scene of its own volition (per Paragraph 8, Sub-part (c) above).

If a Responding Party has not been released by the Requesting Party's Incident Commander and incurs costs beyond the first Operational Period, the Requesting Party will make reimbursement as soon as practical thereafter following the receipt of a claim by the Responding Party. The claim may include documented costs for personnel, operation and maintenance of equipment, damaged equipment, food, lodging, and transportation incurred in providing the mutual aid assistance requested by the Requesting Party.

If after 90 days from the receipt of said claim, reimbursement has not been made then, the Responding Party may contact the Requesting Party to work out a mutually-agreeable payment schedule for settling the claim. In the event of a dispute regarding a request for reimbursement, both parties agree to submit the matter to mediation using a mediator acceptable to both parties.

Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive from the Responding Party the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and worker's compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

Agencies or organizations that self-deploy to an emergency or disaster scene, without having been requested by the Requesting Party in accordance with Paragraph 5 above, will not be eligible for reimbursement regardless of the amount of time spent at the scene. Self-deploying agencies or organizations may be instructed by the Incident Commander to leave the scene.

- 12. Participation Notice.** Each Party shall notify the PRPC COG Executive Director of its participation in this Agreement by furnishing an executed original of the attached Participation Notice.
- 13. Administrative Services.** The PRPC COG agrees to provide administrative services necessary to coordinate this Agreement, including notifying Parties of new participants and withdrawals and providing all Parties, when requested, in a timely manner, with a current list of contact information for each Party.
- 14. Federal and State Participation.** Federal and state entities may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the PRPC COG Executive Director.

15. **Adjacent County Participation.** Jurisdictions and agencies in counties adjacent to but outside of Texas State Planning Region I, including those in Oklahoma and New Mexico that have traditionally exchanged mutual aid with jurisdictions and agencies inside Texas State Planning Region I may participate in this Agreement, to the extent of any limitations of their authority, by furnishing an executed original of the attached Participation Notice to the PRPC COG Executive Director.
16. **Inventory and Database.** A database of mutual aid resources available for response under this Agreement will be managed and maintained by the COG and made accessible to the participating Parties, when requested, on a timely basis.
17. **Withdrawal.** A Party may withdraw from this Agreement at any time by written notice to the COG Executive Director, transmitting a copy of the action of the Party's governing body. The Party withdrawing from this Agreement will still be responsible for any outstanding reimbursement claims for previously rendered disaster assistance.
18. **Not for Benefit of Third Parties.** This Agreement and all activities hereunder are solely for the benefit of the Parties and not the benefit of any third party.
19. **Exercise of Police Power.** This Agreement and all activities hereunder are undertaken solely as an exercise of the police power of the Parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons and the Parties shall not have nor be deemed to have any duty to any particular person or persons.
20. **Immunity not Waived.** Nothing in this Agreement is intended, nor may it be deemed, to waive any governmental, official, or other immunity or defense of any of the Parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
21. **Civil Liability to Third Parties.** Each Responding Party and Requesting Party will be responsible for any civil liability for its own actions and will determine what level, if any, of insurance or self-insurance it should maintain for such situations.
22. **Waiver of Claims Against Parties; Immunity Retained.** The Parties agree that they shall not be liable to each other, and hereby waive all claims against the other Parties, for compensation for any loss, damage, including attorney's fees and interest personal injury, or death occurring as a consequence of the performance of the Agreement, except those caused in whole or in part by the gross negligence or intentional act of any officer, employee, or agent of another party. No Party waives or relinquishes any immunity or defense it may enjoy under state law and specifically Section 421.062 of the Texas Government Code for the furnishing of a homeland security activity as that term is defined in Chapter 421 of the Texas Government Code on behalf of itself, its officers, employees and agents for the performance of an activity under this Agreement.
23. **Insurance.** To the extent possible, each Party under this Agreement will maintain the following insurance coverages at the appropriate levels:
 - (a) Worker's Compensation Coverage: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

(b) **Automobile Liability Coverage:** Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of actions related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and Public Official's liability insurance, if applicable, or maintain a comparable self-insurance program.

24. **Equipment and Personnel.** During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the Requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid. In addition, such personnel shall be deemed to be engaged in a governmental function of their entity.
25. **Expending Funds.** Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
26. **Term.** This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each and every Party until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Paragraph 17 of this Agreement. Withdrawal from participation in this Agreement by a Party(ies) shall not affect the continued operation of this Agreement between and among the remaining Parties and this Agreement shall continue in force and remain binding on the remaining Parties.
27. **Maintenance and Review of the Agreement.** With PRPC Administrative Regulation #36, the PRPC Board of Directors has charged the Panhandle Regional Emergency Management Advisory Committee (PREMAC) with providing *"general direction to foster the development and maintenance of a region wide system of Mutual Aid"*. The PREMAC will review this Agreement at least every five years, from the date of its adoption by the PRPC Board, to ensure its continued relevance and conformance with State/Federal legislation and policies. Any future changes or revisions recommended by the PREMAC will be presented to the PRPC Board of Directors for consideration of approval. Upon approval, the changes or revisions will be disseminated to the Parties who then at their discretion, ratify the changes or revisions or withdraw from this Agreement per Paragraph 17.
28. **Amendments to Agreement.** This Agreement may not be amended without the lawful action of the governing bodies of the Parties. No officer or employee of any of the Parties shall have authority to waive or otherwise modify the obligations in this Agreement, without the express action of the governing body of the Party.

29. **Interlocal Cooperation Act.** The Parties agree that mutual aid in the context contemplated herein is a "*governmental function and service*" and that the Parties are "local governments" as that term is defined herein and in the Interlocal Cooperation Act.
30. **Entirety.** This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 6 above.
31. **Severability.** If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
32. **Validity and Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
33. **Representation of Authority.** The Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement represents that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
34. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be in accordance with the Texas Rules of Civil Procedure.
35. **Captions.** Captions to the provisions of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.

RESOLUTION NO. _____

A RESOLUTION BY THE COMMISSIONERS' COURT OF <NAME>, TEXAS, AUTHORIZING THE COUNTY'S PARTICIPATION IN THE PANHANDLE REGION (TEXAS STATE PLANNING REGION 1) REGIONAL MUTUAL AID AGREEMENT AND DESIGNATING THE JUDGE TO SERVE AS THE COUNTY'S CHIEF REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THIS AGREEMENT.

WHEREAS, <Name> is vulnerable to disasters, both man-made and natural, which pose a threat to the welfare and safety of the County's residents and their property; and

WHEREAS, in the event of a large-scale disaster, <Name> County could be faced with a situation that exceeds its capacity to effectively respond to the incident thereby placing residents and their property at greater risk; and

WHEREAS, this same limitation impacts localities across the Texas Panhandle; and

WHEREAS, it would benefit <Name> County, as well as the other localities of the region, if during times of exigency, disaster assistance could be shared by and between those localities, as needed and available, to affect a higher, more appropriate level of response; and

WHEREAS, the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement was developed to provide for the sharing of disaster assistance among the localities of the region, as needed and available, to afford all residents of the Panhandle a greater degree of protection; and

WHEREAS, <Name> County finds that it is in the best interest of its residents to participate in the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement.

NOW THEREFORE, be it resolved by the Commissioners' Court of the <Name> County, Texas, that:

1. The County is hereby authorized to join itself as a party to the Panhandle Region (Texas State Planning Region 1) Mutual Aid Agreement.
2. The County Judge, as the County's Emergency Management Director, is designated to serve as the County's Chief Representative in all matters pertaining to its participation in this Agreement.
3. The County agrees to abide by the terms of this Agreement inasmuch as it benefits the welfare and safety of our residents and their property.

CONSIDERED AND APPROVED THIS _____ DAY OF _____, 2025.

<Name>, Judge
<Name> County, Texas

ATTEST:

<New>, District/County Clerk
<Name> County, Texas

LEGAL NOTICE

As authorized by Local Government Code Sec. 152.013 the Hall County Commissioners Court gives notice of proposed increases set for 2024-2025 proposed budget for salaries, expenses, and other allowances for elected county or precinct officers. The said items will be included as a part of the proposed Hall County Budget set for consideration for adoption on SEPT. 8, 2025 at 10:00am in the Hall County Commissioners Courtroom at the Hall County Courthouse Annex in Memphis, Texas. Proposed increases include

OFFICIAL	CURRENT SALARY 10/1/2024 THRU 09/30/25	PROPOSED SALARY 10/1/2025 THRU 09/30/26	PROPOSED INCREASE
COUNTY ATTORNEY	\$35,328	\$37,094	1,766
COUNTY COMMISSIONER #1 TRAVEL	15,434 7,500	16,206 7,500	772 0
COUNTY COMMISSIONER #2 TRAVEL	22,672 7,500	23,806 7,500	1,134 0
COUNTY COMMISSIONER #3 TRAVEL	18,348 7,500	19,265 7,500	917 0
COUNTY COMMISSIONER #4 TRAVEL	16,348 7,500	17,165 7,500	817 0
COUNTY JUDGE	39,671	41,655	1,984
STATE SUPPLEMENT	25,200	27,800	
JUVENILE PROBATION	1,700	1,700	
SHERIFF	47,509	49,884	2,375
STATE SUPPLEMENT	32,491		
COUNTY DISTRICT CLERK	30,670	32,204	1,534
JUSTICE OF PEACE PREC. #1, 2, 3	28,913	30,359	1,446
TRAVEL	3,000	3,000	0

CELL PHONE	1,000	1,000	0
JUSTICE OF PEACE			
PREC. #1	8,306	8,771	465
TRAVEL	1,000	1,000	0
COUNTY TAX ASSESSOR	36,455	38,778	2,323
BUDGET PREPARATION		3,000	
COUNTY TREASURER	43,938	46,135	2,197

Exhibit H

EXTENSION OF DISASTER DECLARATION COMMISSIONERS COURT ORDER

WHEREAS, on May 9th, 2025, the Honorable Judge Ray Powell issued a proclamation declaring a state of disaster for Hall County resulting from

Significant and widespread rainfall over a two-week period, beginning April 22nd, has resulted in flash flooding and ongoing flood conditions.

WHEREAS, the conditions necessitating declaration of a state of disaster continue to exist; and

WHEREAS, §418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period of excess of seven days without the consent of the governing body of the political subdivision.

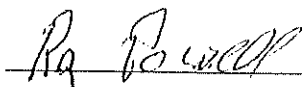
NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT of HALL County :

1. That the state of disaster proclaimed by the County Judge on May 9th, 2025, shall continue another 30 days until terminated by order of the commissioner's court.

2. This ordinance is passed as an emergency measure and pursuant to [local authority for emergency measures] and shall become effective on the 11th day of August, 2025.

PASSED AND ADOPTED, this 11th day of August, 2025.

APPROVED, this 11th day of August 2025.

A handwritten signature in cursive script, appearing to read "Ray Powell", is written over a horizontal line.

The Honorable Judge Ray Powell