

ELLIS COUNTY COMMISSIONERS COURT
OFFICIAL MINUTES – AUGUST 17, 2021

THE ELLIS COUNTY COMMISSIONERS COURT MET ON TUESDAY, AUGUST 17, 2021, AT 2:00 P.M., IN THE HISTORIC ELLIS COUNTY COURTHOUSE, COMMISSIONERS COURTROOM (2ND FLOOR) 101 W. MAIN STREET, WAXAHACHIE, TEXAS AT WHICH TIME THE FOLLOWING WAS DISCUSSED AND CONSIDERED, TO-WIT:

MEMBERS PRESENT:

COUNTY JUDGE: TODD LITTLE

COUNTY CLERK: KRYSTAL VALDEZ

COMMISSIONERS:

RANDY STINSON, COMMISSIONER, PCT. 1

LANE GRAYSON, COMMISSIONER, PCT. 2

PAUL PERRY, COMMISSIONER, PCT. 3

KYLE BUTLER, COMMISSIONER, PCT. 4

OPENING COURT

COUNTY JUDGE CALLS MEETING TO ORDER, DECLARES QUORUM AND DECLARES NOTICES LEGALLY POSTED PURSUANT TO OPEN MEETINGS ACT.

MOTION TO OPEN COURT BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

INVOCATION AND PLEDGE OF ALLEGIANCE. – *RANDY STINSON, COMMISSIONER, PCT. 1*

RECOGNITION/COMMENDATION/PROCLAMATION

AA PRESENTATION FROM DR. KEVIN FEGAN OF NAVARRO COLLEGE REGARDING TEXAS LEGISLATIVE HOUSE BILL 885 THAT ALLOWS NAVARRO COLLEGE TO PURSUE OFFERING A BSN DEGREE. – *DR. KEVIN FEGAN, NAVARRO COLLEGE*

To 3.1

MINUTE ORDER 368.21 (3.1) APPROVING OF ELLIS COUNTY TO REQUEST PARTICIPATION IN THE MAJOR EVENTS REIMBURSEMENT PROGRAM (“MERP”) PURSUANT TO CHAPTER 184 OF THE TEXAS ADMINISTRATIVE CODE AND CHAPTER 478 OF THE TEXAS GOVERNMENT CODE IN SUPPORT OF THE 2021 TEXAS NHRA FALL NATIONALS. AUTHORIZING SIGNATURE OF ENDORSEMENT LETTER AND AFFIDAVIT. – *ANDY CARTER, TEXAS MOTORPLEX*

MOTION TO APPROVE BY COMMISSIONER GRAYSON, SECOND BY COMMISSIONER PERRY, MOTION CARRIED

CONSENT AGENDA:

MINUTE ORDER 369.21 APPROVING CONSENT AGENDA

ADMINISTRATIVE:

- A1 APPROVING REGULAR BILLS, PAYROLL AND OFFICER'S REPORTS. – *CHERYL CHAMBERS, COUNTY TREASURER*
- A2 APPROVING COMMISSIONERS' COURT SPECIAL MEETING MINUTES FROM AUGUST 5, 2021. – *KRYSTAL VALDEZ, COUNTY CLERK*
- A3 APPROVING OF SALARY SUPPLEMENT FOR THE COUNTY ATTORNEY OFFICE EMPLOYEE STACEY AUVENSHINE, TO BE PAID WITH FUNDS RECEIVED AND TRANSFERRED FROM COUNTY & DISTRICT ATTORNEY STATE APPORTIONMENT FUNDS TO THE COUNTY ATTORNEY LINE ITEMS (INCLUDING FICA, SOCIAL SECURITY AND RETIREMENT LINE ITEMS) IN THE FOLLOWING MANNER:
- | | |
|-----------------|------------|
| (A) 2020 - 2021 | \$2,000.00 |
| (B) 2021 – 2022 | \$2,000.00 |
- A4 APPROVING OF SALARY SUPPLEMENT FOR THE COUNTY ATTORNEY OFFICE EMPLOYEE BRYAN NORRIS, TO BE PAID WITH FUNDS RECEIVED AND TRANSFERRED FROM COUNTY & DISTRICT ATTORNEY STATE APPORTIONMENT FUNDS TO THE COUNTY ATTORNEY LINE ITEMS (INCLUDING FICA, SOCIAL SECURITY AND RETIREMENT LINE ITEMS) IN THE FOLLOWING MANNER:
- | | |
|-----------------|------------|
| (A) 2020 - 2021 | \$4,500.00 |
| (B) 2021 – 2022 | \$4,500.00 |
- A5 APPROVING OF SALARY SUPPLEMENT FOR THE COUNTY ATTORNEY OFFICE EMPLOYEE LARRY GRICE, TO BE PAID WITH FUNDS RECEIVED AND TRANSFERRED FROM COUNTY & DISTRICT ATTORNEY STATE APPORTIONMENT FUNDS TO THE COUNTY ATTORNEY LINE ITEMS (INCLUDING FICA, SOCIAL SECURITY AND RETIREMENT LINE ITEMS) IN THE FOLLOWING MANNER:
- | | |
|-----------------|----------|
| (A) 2020 - 2021 | \$0.00 |
| (B) 2021 – 2022 | \$510.00 |
- A6 APPROVING OF SALARY SUPPLEMENT FOR THE COUNTY ATTORNEY OFFICE EMPLOYEE TODD WOODRUFF, TO BE PAID WITH FUNDS RECEIVED AND TRANSFERRED FROM COUNTY & DISTRICT ATTORNEY STATE APPORTIONMENT FUNDS TO THE COUNTY ATTORNEY LINE ITEMS (INCLUDING FICA, SOCIAL SECURITY AND RETIREMENT LINE ITEMS) IN THE FOLLOWING MANNER:
- | | |
|-----------------|----------|
| (A) 2020 - 2021 | \$0.00 |
| (B) 2021 – 2022 | \$510.00 |
- A7 APPROVING OF SALARY SUPPLEMENT FOR THE COUNTY ATTORNEY OFFICE EMPLOYEE, JOHNNY REECE, TO BE PAID WITH FUNDS RECEIVED AND TRANSFERRED FROM COUNTY & DISTRICT ATTORNEY STATE APPORTIONMENT FUNDS TO THE COUNTY ATTORNEY LINE ITEMS (INCLUDING FICA, SOCIAL SECURITY AND RETIREMENT LINE ITEMS) IN THE FOLLOWING MANNER:
- | | |
|-----------------|----------|
| (A) 2020 - 2021 | \$0.00 |
| (B) 2021 – 2022 | \$510.00 |
- A8 APPROVING OF SALARY SUPPLEMENT FOR THE COUNTY ATTORNEY OFFICE EMPLOYEE, JOSEPH AGUILAR, TO BE PAID WITH FUNDS RECEIVED AND TRANSFERRED FROM COUNTY & DISTRICT

ATTORNEY STATE APPORTIONMENT FUNDS TO THE COUNTY ATTORNEY LINE ITEMS (INCLUDING FICA, SOCIAL SECURITY AND RETIREMENT LINE ITEMS) IN THE FOLLOWING MANNER:

- (A) 2020 - 2021 \$2,000.00
- (B) 2021 – 2022 \$510.00

A9 APPROVING OF SALARY SUPPLEMENT FOR THE COUNTY ATTORNEY OFFICE EMPLOYEE, BARBARA ANGLIN, TO BE PAID WITH FUNDS RECEIVED AND TRANSFERRED FROM COUNTY & DISTRICT ATTORNEY STATE APPORTIONMENT FUNDS TO THE COUNTY ATTORNEY LINE ITEMS (INCLUDING FICA, SOCIAL SECURITY AND RETIREMENT LINE ITEMS) IN THE FOLLOWING MANNER:

- (A) 2020 - 2021 \$5,000.00
- (B) 2021 – 2022 \$0.00

A10 APPROVING OF SALARY SUPPLEMENT FOR THE COUNTY ATTORNEY OFFICE EMPLOYEE, ADRIANNA SILVA, TO BE PAID WITH FUNDS RECEIVED AND TRANSFERRED FROM COUNTY & DISTRICT ATTORNEY STATE APPORTIONMENT FUNDS TO THE COUNTY ATTORNEY LINE ITEMS (INCLUDING FICA, SOCIAL SECURITY AND RETIREMENT LINE ITEMS) IN THE FOLLOWING MANNER:

- (A) 2020 - 2021 \$0.00
- (B) 2021 – 2022 \$1,200.00

A11 APPROVING OF SALARY SUPPLEMENT FOR THE COUNTY ATTORNEY OFFICE EMPLOYEE, D’ANDRA ROYSE, TO BE PAID WITH FUNDS RECEIVED AND TRANSFERRED FROM COUNTY & DISTRICT ATTORNEY STATE APPORTIONMENT FUNDS TO THE COUNTY ATTORNEY LINE ITEMS (INCLUDING FICA, SOCIAL SECURITY AND RETIREMENT LINE ITEMS) IN THE FOLLOWING MANNER:

- (A) 2020 - 2021 \$0.00
- (B) 2021 – 2022 \$1,200.00

A12 APPROVING OF SALARY SUPPLEMENT FOR THE COUNTY ATTORNEY OFFICE EMPLOYEE, KAREN HENDRICKS, TO BE PAID WITH FUNDS RECEIVED AND TRANSFERRED FROM COUNTY & DISTRICT ATTORNEY STATE APPORTIONMENT FUNDS TO THE COUNTY ATTORNEY LINE ITEMS (INCLUDING FICA, SOCIAL SECURITY AND RETIREMENT LINE ITEMS) IN THE FOLLOWING MANNER:

- (A) 2020 - 2021 \$3,985.10
- (B) 2021 – 2022 \$5,590.00

A13 APPROVING OF SALARY SUPPLEMENT FOR THE COUNTY ATTORNEY OFFICE EMPLOYEE, KELLI REED, TO BE PAID WITH FUNDS RECEIVED AND TRANSFERRED FROM COUNTY & DISTRICT ATTORNEY STATE APPORTIONMENT FUNDS TO THE COUNTY ATTORNEY LINE ITEMS (INCLUDING FICA, SOCIAL SECURITY AND RETIREMENT LINE ITEMS) IN THE FOLLOWING MANNER:

- (A) 2020 - 2021 \$0.00
- (B) 2021 – 2022 \$1,200.00

A14 APPROVING OF SALARY SUPPLEMENT FOR THE COUNTY ATTORNEY OFFICE EMPLOYEE, AMY GUERRERO, TO BE PAID WITH FUNDS RECEIVED AND TRANSFERRED FROM COUNTY & DISTRICT

ATTORNEY STATE APPORTIONMENT FUNDS TO THE COUNTY ATTORNEY LINE ITEMS (INCLUDING FICA, SOCIAL SECURITY AND RETIREMENT LINE ITEMS) IN THE FOLLOWING MANNER:

- (A) 2020 - 2021 \$0.00
- (B) 2021 – 2022 \$1,200.00

FINANCIAL:

- F1 **FY2020-21 LINE ITEM TRANSFER – RANDY STINSON, COMMISSIONER PCT. 1**
DECREASE 009-0602-508070 FM1 OPERATING EXPENDITURES BY \$20,000.00;
INCREASE 009-0602-509090 FM1 REPAIRS/PARTS BY \$20,000.00.

- F2 **FY2020-21 LINE ITEM TRANSFER – JANA ONYON, ELECTIONS DEPARTMENT**
DECREASE 001-0140-509430 REDISTRICTING BY \$55,975.00;
INCREASE 001-0210-509420 ELECTION EXPENSES BY \$15,875.00;
INCREASE 001-0210-506950 FICA BY \$2,000.00;
INCREASE 001-0210-508230 LEGAL NOTICES BY \$600.00;
INCREASE 001-0210-508480 PART-TIME ELECTION SALARIES BY \$35,600.00;
INCREASE 001-0210-507030 TELEPHONE BY \$1,500.00;
INCREASE 001-0210-506010 TRAVEL REIMBURSEMENT BY \$400.00.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER STINSON, MOTION CARRIED

To 3.2

ADMINISTRATIVE

TABLED (3.2) DISCUSSION, CONSIDERATION, AND APPROVAL FOR THE COUNTY SHERIFF TO USE SURPLUS FUNDS IN HIS BUDGET TO PAY OFF THE COMPENSATORY TIME BALANCE WITH HIS OFFICE. – *BRAD NORMAN, SHERIFF*

MINUTE ORDER 370.21 (3.3) APPROVING THE COUNTY SHERIFF TO TRANSFER \$750,000.00 OF SURPLUS FUNDS IN HIS BUDGET TO THE VEHICLE FUND. - *BRAD NORMAN, SHERIFF*

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER GRAYSON, MOTION CARRIED

To 3.5

MINUTE ORDER 371.21 (3.5) ORDERING THE SPECIAL ELECTION TO BE HELD ON AUGUST 31, 2021 FOR THE PURPOSE OF ELECTING STATE REPRESENTATIVE DISTRICT 10 TO FILL A VACANCY AS REQUIRED BY ARTICLE III, SECTION 13 OF THE TEXAS CONSTITUTION AND SECTION 203.002 OF THE TEXAS ELECTION CODE; FOR APPROVAL OF THE EARLY VOTING SCHEDULE. – *JANA ONYON, ELECTIONS DEPT.*

MOTION TO APPROVE BY COMMISSIONER STINSON, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

MINUTE ORDER 372.21 (3.4) APPROVING OF THE NOTICE OF THE SPECIAL ELECTION TO BE HELD ON AUGUST 31, 2021 FOR THE PURPOSE OF ELECTING STATE REPRESENTATIVE DISTRICT 10 TO FILL A VACANCY; AND APPROVING THE ELECTION DAY VOTE CENTERS. – JANA ONYON, ELECTIONS DEPT.

MOTION TO APPROVE BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

NO ACTION (3.6) DISCUSSION REGARDING PROPOSED BUDGET FOR FY2021-2022 FOR ELLIS COUNTY, TEXAS.
– TODD LITTLE, COUNTY JUDGE

PUBLIC PARTICIPANTS: JAMES PARKS, WAXAHACHIE

ADJOURNMENT **3:32 P.M.**

MOTION TO ADJOURN BY COMMISSIONER PERRY, SECOND BY COMMISSIONER BUTLER, MOTION CARRIED

THE OFFICIAL MINUTES OF THE ELLIS COUNTY COMMISSIONERS' COURT ON AUGUST 17, 2021, ARE HEREBY APPROVED.

PRESIDING OFFICER:

TODD LITTLE, COUNTY JUDGE

RANDY STINSON, COMMISSIONER, PCT 1

LANE GRAYSON, COMMISSIONER, PCT 2

PAUL PERRY, COMMISSIONER, PCT 3

KYLE BUTLER, COMMISSIONER, PCT 4

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 24TH DAY OF AUGUST 2021.

KRYSTAL VALDEZ, COUNTY CLERK

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

COMMISSIONERS' COURT AGENDA REQUEST

The Commissioners' Court convenes in regular session at **2:00 a.m. on the second (2nd) TUESDAY** of each month and **2:00 p.m. on the fourth (4th) TUESDAY** of each month. If that Monday falls on a County holiday, Commissioners' Court will convene on the following Tuesday at 10:00 a.m. The Commissioners' Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

IF YOU REQUIRE AN ORIGINAL RETURNED FOR YOUR FILES, PLEASE INCLUDE AN EXTRA ORIGINAL REQUESTING THAT IT BE RETURNED TO YOU.

The **deadline** for submitting an agenda request with the supporting information is the **1st and 3rd Tuesday at 5:00 p.m. of each month.** This will give ample time for preparation of the agenda and circulation for approval.

If you are not representing an organization, board, elected or appointed official your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners' Court Agenda.**

Please fill out this form completely:

DATE: August 23, 2021

NAME: Commissioner Randy Stinson

PHONE: 972-825-5330

DEPARTMENT OR ASSOCIATION: Ellis County Commissioner, Pct. 1

ADDRESS: 600 N. Dallas Palmer, Texas 75152

PREFERRED DATE TO BE PLACE ON AGENDA: August 31, 2021

1. DESCRIPTION OF AGENDA REQUEST: Approval of Interlocal work between County of Ellis Precinct 1 and the City of Pecan Hill. Reference interlocal minute order 507.20. Interlocal work includes 8 hours of pothole repairs on varies streets.

County Attorney Approval

2

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: Road and Bridge, Pct. 1

Basis of Authority to Provide Service:

Interlocal Agreement dated: 12-15-20

Per Commissioner's Court Minute Order No. 507.20

Local Government Requesting Services: City of Pecan Hill TX

Description of Project to be undertaken:

1. Fill edges of Burkett where broken off. 2. Fill potholes on Randy Rd., Brian Pl., Burkett, Glenbrook, Highmeadow, Carol Ln., Rockett Ln., Bells Chapel and Schley

Location of Project to be undertaken: Various locations in Pecan Hill TX

Approximate Start Date: _____ Approximate Completion Date: _____

Cost of Project: \$ _____

APPROVED in Open Commissioner's Court per Minute Order No. _____

On the _____ day of _____, 2021.

County Judge
Ellis County, Texas

ACCEPTED AND AGREED TO this 9th day of August, 2021.

Signature: *Shelley Martin*
Title: City Secretary
On Behalf of: City of Pecan Hill TX

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: August 24, 2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y)

NAME: Kyle Butler

PHONE: 972-825-5305 FAX: N/A

DEPARTMENT OR ASSOCIATION: Commissioner Pct. 4

ADDRESS: 1011 Eastgate, Midlothian, Tx. 76065

PREFERRED DATE TO BE PLACED ON AGENDA: August 31, 2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

(FOR CONSENT AGENDA)

Interlocal Cooperation Contract between County of Ellis and City of Midlothian, term agreement thru December 31, 2022

*

County Attorney Approval

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF MIDLOTHIAN, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of MIDLOTHIAN, a Home Rule City of the State of Texas, hereinafter referred to as a (the "City").

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2022 ("Effective Period").

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.
6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 2021.

ELLIS COUNTY, TEXAS

By: _____
 Todd B. Little, County Judge

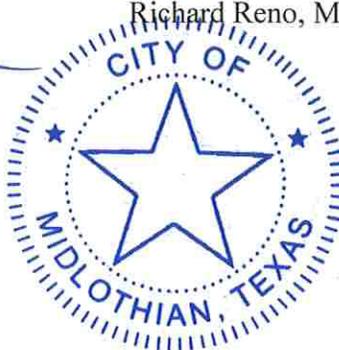
ATTEST:

By: _____
 Krystal C. Valdez, County Clerk

CITY OF MIDLOTHIAN, TEXAS

By: *Richard Reno*
 Richard Reno, Mayor

Attest: *Tammy Varner*
 Tammy Varner, City Secretary



COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court**. This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

*All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.

Please fill out this form completely:

DATE: 8/25/21 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: Melanie Reed

PHONE: 972-825-5092 FAX: 972-825-5093

DEPARTMENT OR ASSOCIATION: District Clerk

ADDRESS: 1095 Jackson St.

PREFERRED DATE TO BE PLACED ON AGENDA: ASAP

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Approve the renewal of the ~~the~~ State Case Registry/ Local Customer Service (SCR/LCS) contract between Ellis County and the State Attorney General's Office beginning September 1, 2021 through August 31, 2026.

*

County Attorney Approval

**State Case Registry
Cooperative Agreement
between
The Office of the Attorney General
of the State of Texas
and
Ellis County, Texas**

CONTRACT NO. 22-C0025

INTRODUCTION

1.1. PARTIES

This Cooperative Agreement (the “Contract”) is entered into by and between the Office of the Attorney General of the State of Texas (the “OAG”) and Ellis County (the “County”). In this Contract, the OAG and the County are referred to individually as (a “Party”) or collectively as (the “Parties”).

1.2. AUTHORITY TO CONTRACT

This Contract, including its attachments (all of which are made a part hereof and expressly included herein), is entered into under the authority of Texas Family Code Section 231.002 and Texas Government Code Section 791.011.

1.3. PURPOSE

This Contract provides for the County to access the OAG Case Management System for the purpose of creating and updating child support Registry-Only cases. The County will gather sufficient information to satisfy the requirements of the State Case Registry

1.4. TERMS AND DEFINITIONS

The following terms have the meaning set forth below. All other terms have the meaning set forth in the Merriam Webster’s Collegiate® Dictionary, Eleventh edition.

Term	Definition
Cause Number	A unique case identifier randomly assigned by the District Clerk at the time the original petition is filed.
Child Support Case	A collection of data associated with a particular child support order, court hearing, and/or request for IV-D services that typically includes data regarding a Custodial Parent (“CP”), Non-Custodial Parent (“NCP”), a Dependent(s) (“DP”) and/or presumed father.
Custodial Parent	The person who has primary care, custody, and control of the Dependent(s).
Dependent	The minor or adult child who is under the primary care, custody, and control of the Custodial Parent.
Full-Service	A Child Support Case for which the OAG is providing all Title IV-D child support services pursuant to a signed application for services submitted by a CP or NCP, an automatic referral for services pursuant to a county’s local rule, or an automatic referral from the Health and Human Services Commission when a CP is certified to receive public assistance.
Non-Custodial Parent	The parent who does not have primary care, custody, or control of the Dependent(s).

Term	Definition
Business Day	The days and hours (Monday through Friday, 8:00am to 5:00pm Central Standard Time or Central Daylight Savings, whichever is prevalent) in which the OAG Child Support Division (“CSD”) is open for business.
OAG Case Management System	A federally certified case management system for the Title IV-D program.
Registry-Only	A Child Support Case for which the Title IV-D services provided by the OAG are limited to recording and disbursing child support payments.
Start Date of Cause	The date the judge signed the order for child support.
State Case Registry	A federally mandated database maintained by each state that contains information on Child Support Cases established or modified after October 1, 1998.
State Disbursement Unit (“SDU”)	The centralized payment collection site in Texas where all child support payments are received and processed.
Title IV-D	Title IV, Part D of the federal Social Security Act (42 U.S.C. §651, et seq.), as amended.

2. CONTRACT TERM

The Contract becomes effective on September 1, 2021 and, unless sooner terminated as provided herein, ends on August 31, 2026.

3. REQUIREMENTS

3.1. COUNTY OBLIGATIONS

3.1.1. Customer Identification

The County shall adhere to the OAG Procedures for Customer Identification (Attachment A) prior to responding to an inquiry or updating case and member information.

3.1.2. State Disbursement Unit

In accordance with Texas Family Code Section 154.004 and 42 U.S.C. 654b, all court orders with child support rendered by a court on or after January 1, 1994, must direct child support payments to the SDU. The County will notify the OAG if it identifies a pattern of court orders from a particular court or attorney that fails to comply with Section 154.004 of the Texas Family Code and 42 USC 654b.

3.1.3. OAG Case Management System

3.1.3.1. Create New Registry-Only Cases

The County shall create new Registry-Only Child Support Cases on the OAG Case Management System within five (5) Business Days from the “date received” time stamped on the Temporary or Final order indicating that the order was received by the County.

3.1.3.2. The County may use the original court order or the Record of Support Form 1828 (Attachment B) to obtain the necessary information for entry to the OAG Case Management System. Form 1828 is published on the OAG-CSD’s webpage, <https://www.texasattorneygeneral.gov/child-support/get-started/all-child-support-forms>, under “Child Support Enforcement - Record of Support (1 TAC 55.121).”

3.1.3.3. Update Existing Cases

The County shall update the OAG Case Management System with new or additional case and/or member data as the County receives such data from the Custodial Parent, Non-Custodial Parent, employer, Court, or attorney of record. This additional case and/or member data includes but is not limited to the following:

- Complete Address for Custodial Parent, Non-Custodial Parent, Dependent, and any other parties to the Child Support Case
- Protective Orders
- Order Modification Date
- Dependent Status
- Case Closures
- Jurisdictional Transfer of Court Orders

3.1.3.3.1. The County shall update the OAG Case Management System within three (3) Business Days after receipt of the data.

3.1.3.4. State Case Registry Complete

3.1.3.4.1. The County shall update the OAG Case Management System with sufficient data for a Child Support Case to be considered State Case Registry Complete.

3.1.3.4.2. State Case Registry Complete, Minimum Required Data Elements

3.1.3.4.2.1. Participant Information

- Type (Dependent, Custodial Parent, Non-Custodial Parent)
- First and Last Name
- Gender
- Social Security Number (SSN) and/or Date of Birth (DOB)
- Custodial Parent's Complete Address

3.1.3.4.2.2. Case and Cause Information

- Cause Number
- Start Date of Cause

3.1.3.5. Cases with Child Support Payments

3.1.3.5.1. The County shall create a new Child Support Case on the OAG Case Management System, updating all available information, within five (5) Business Days from notification by the SDU that a payment has been received.

3.1.3.5.2. The County shall forward all misdirected child support payments to the SDU within one (1) Business Day of receipt and shall notify the remitter of the correct payment address.

3.2. CHANGES TO THE OAG CASE MANAGEMENT SYSTEM

The OAG reserves the right to make changes to the OAG Case Management System and related procedural and training documents. The OAG will make every effort to provide advance notice of any planned system changes that may impact the business operations or processes of the County.

3.3. PERFORMANCE REVIEW

3.3.1. The County shall allow the OAG access to appropriate County data and County facilities for the purpose of reviewing and inspecting County processes related to the requirements of this Contract.

3.3.1.1. In its sole discretion, the OAG may review a random sample of Child Support Cases to ensure compliance with Contract terms, including:

- 3.3.1.1.1. All court orders with child support, whether a temporary or final order, are entered on the OAG Case Management System.
- 3.3.1.1.2. Child Support Case information is entered on the OAG Case Management System within the required time frames.
- 3.3.1.1.3. Child Support Case information is entered accurately on the OAG Case Management System.
- 3.3.1.1.4. Court orders direct child support payments to the SDU.

3.4. TRAINING

- 3.4.1. The County shall ensure that, upon notification by the OAG, all County personnel performing Contract Services comply with mandatory OAG and statutory training requirements.
- 3.4.2. All County personnel performing Contract Services must be trained on the OAG Case Management System. Upon request from the County, the OAG will provide training materials related to the OAG Case Management System. Training may be provided virtually or in person and will be scheduled by the OAG Regional Trainers by the end of the quarter following such request. The County shall be responsible for all travel related costs associated with this training. The County shall direct training requests to:

Charles Whitehead (or successor in office)
Office of the Attorney General
Mail Code 053
PO Box 12017
Austin, TX 78711-2017
Email address: CSD-TRN@oag.texas.gov

4. REMEDIES FOR UNSATISFACTORY PERFORMANCE

4.1. DETERMINATION OF UNSATISFACTORY PERFORMANCE AND CORRECTIVE ACTION

- 4.1.1. Failure of the County to perform Contract Services shall be considered unsatisfactory performance. Unsatisfactory performance issues shall be communicated to the County in writing by the OAG Contract Manager.
 - 4.1.1.1. The County must provide a written response to the OAG Contract Manager within a reasonable time frame as determined by the OAG.
 - 4.1.1.2. The OAG Contract Manager will review the County's written response and supporting documentation to make a final determination.
 - 4.1.1.3. Final determination of performance findings will be documented in controlled correspondence to the County. If the OAG Contract Manager issues a final determination of unsatisfactory performance, the County shall provide a corrective action plan.
 - 4.1.1.3.1. The County's corrective action plan must be submitted to the OAG Contract Manager within fifteen (15) Business Days of the final determination from the OAG of unsatisfactory performance.
 - 4.1.1.3.2. The corrective action plan must include a timeline for implementation and must be approved by the OAG Contract Manager.

4.2. RIGHT TO WITHHOLD PAYMENTS

- 4.2.1. The OAG may withhold payment in whole or in part if the County fails to:
 - 4.2.1.1. Respond to the OAG's initial correspondence regarding Contract Service performance issues;

- 4.2.1.2. Submit a corrective action plan to the OAG within the specified time frame; or,
- 4.2.1.3. Implement the approved corrective action plan within the specified time frame.
- 4.2.2. If the County's performance does not return to a satisfactory status within four (4) months after implementation of the corrective action plan, the OAG may withhold payments in whole or in part.
- 4.2.3. If the unsatisfactory status persists for a total of six (6) months after implementation of the corrective action plan, the OAG may terminate this Contract (in accordance with the "Termination of the Contract" section below) without payment to the County for any costs incurred by the County from the time that the OAG commenced withholding payments.
- 4.2.4. The OAG will resume payments to the County when the OAG finds the County has complied with the provisions enumerated in the "Determination of Unsatisfactory Performance and Corrective Action" section above. The first payment after resumption shall include all costs accrued during the period in which payments were withheld.

5. FINANCIAL MATTERS

5.1. MAXIMUM LIABILITY OF THE OAG

Notwithstanding any other provision of this Contract, the maximum liability of the OAG under this Contract is **Fourteen Thousand Four Hundred Seven Dollars and No Cents (\$14,407.00)**.

5.2. PAYMENT STRUCTURE

5.2.1. Federal Share

The OAG shall be financially liable to the County for the federal share of the County's Contract associated costs. "Federal Share" means the portion of the County's Contract associated costs that the federal Office of Child Support Enforcement reimburses the state as federal financial participation under Title IV-D. For purpose of reference only, the federal share on the effective date of this Contract is 66%.

5.2.2. State Case Registry

5.2.2.1. State Case Registry Complete Fee

The County agrees that the per activity fee for each Child Support Case in which the County initially entered sufficient data on the OAG Case Management System to deem the case "State Case Registry Complete," as defined in the "State Case Registry Complete" section of this Contract, is 14.06.

5.2.2.2. State Case Registry Complete Update Fee

The County agrees that the per activity fee for each update on a Child Support Case previously deemed State Case Registry Complete is \$4.46.

5.2.2.3. The County agrees that, for the purposes of this Contract, all of the County's reimbursable Contract associated State Case Registry costs for any given calendar month is equal to the Federal Share of the number of State Case Registry Complete activities during the calendar month multiplied by the State Case Registry Complete Fee plus the number of State Case Registry Complete Updates during the calendar month multiplied by the State Case Registry Complete Update Fee.

5.2.2.3.1. Thus, the OAG's liability for the County's Contract associated State Case Registry costs is calculated as follows:

$$[(\text{Calendar Month State Case Registry Complete activities} \times \$14.06) + (\text{Calendar Month State Case Registry Complete Update activities} \times \$4.46)] \times \text{Federal Share} = \text{OAG Liability}$$

5.3. INVOICING AND PAYMENT INFORMATION

- 5.3.1. The OAG will forward a Summary and Reimbursement Invoice for any particular month's activities to the County for review and approval by the twenty fifth (25th) day of the following month.
- 5.3.2. If the County approves the Summary and Reimbursement Invoice, the County will, within ten (10) Business Days of receipt, sign the invoice and return it to the OAG for payment. The County's signature constitutes approval of the invoice and certification that all services provided during the period covered by the invoice are included on the invoice. The OAG shall process the invoice for payment in accordance with the state procedures for issuing state payments.

The County shall submit the invoice via email to CSD-CountyInvoicing@oag.texas.gov
Or via USPS mail to:

Jamie Lala, OAG Contract Manager (or successor in office)
Mail Code 062
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

- 5.3.3. If the County does not approve the Summary and Reimbursement Invoice, the County shall return the invoice to the OAG within ten (10) Business days after receipt, detailing the basis of any disputed item, and including supporting documentation. The OAG will review the County's dispute. If the dispute is resolved in the County's favor, the OAG will make payment as set forth in the preceding subsection. If the dispute is not resolved in the County's favor, the OAG will make payment in accordance with the invoice originally sent to the County and will forward a letter of explanation to the County.

5.4. LIMITATION OF OAG LIABILITY

- 5.4.1. The OAG shall be liable only for Contract associated costs incurred after commencement of this Contract and before termination of this Contract.
- 5.4.2. The OAG may decline to reimburse costs that are submitted for reimbursement more than sixty (60) calendar days after the State Fiscal Year calendar quarter in which such costs are incurred.
- 5.4.3. The OAG shall not be liable for reimbursing the County if the County fails to comply with the requirements of the "State Case Registry" section above.
- 5.4.4. The OAG shall not be liable for reimbursing the County for any activities eligible for reimbursement under another contract or Cooperative Agreement with the OAG (e.g., customer service related to cases in the same County's Integrated Child Support System (ICSS) caseload).

5.5. AUDIT AND INVESTIGATION

The County understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office (or any successor agency), the OAG (or any successor agency), as well as any external auditors selected by the State Auditor's Office, the OAG, or the United States (collectively referred to as "Auditing Agencies"), to conduct an audit or investigation in connection with those funds. The County further agrees to cooperate fully with the Auditing Agencies in the conduct of the audit or investigation, including providing all records requested. The County shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the County and the requirement to cooperate is included in any subcontract it awards.

5.6. FINANCIAL TERMS

5.6.1. Buy Texas

In accordance with Section 2155.4441, Texas Government Code, the County shall, in performing any services under this Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

5.6.2. Legislative Appropriations

All obligations of the OAG are subject to the availability of legislative appropriations and for federally funded contracts, to the availability of federal funds applicable to this Contract. The Parties acknowledge that the ability of the OAG to make payments under this Contract is contingent upon the continued availability of funds for the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively, "Strategies"). The Parties acknowledge that funds are not specifically appropriated for this Contract and the OAG's continual ability to make payments under this Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available. The Parties agree that if future levels of funding for the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate this Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG shall make its best efforts to provide reasonable written advance notice to the County of any such termination. In the event of such a termination, the County shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The OAG shall be liable for payments limited only to the portion of work the OAG authorized in writing and which the County has completed, delivered to the OAG, and which has been accepted by the OAG. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

5.6.3. Provision of Funding by the United States

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG shall promptly notify the County of such fact in writing. Upon such occurrence, the OAG shall discontinue payment hereunder.

5.6.4. Antitrust and Assignment of Claims

Pursuant to 15 U.S.C. Section 1, et seq., and Texas Business and Commerce Code Section 15.01, et seq., the County affirms that it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. The County hereby assigns to the OAG any claims for overcharges associated with this Contract under 15 U.S.C. Section 1, et seq., and Texas Business and Commerce Code Section 15.01, et seq.

6. CONTRACT MANAGEMENT

6.1. CONTROLLED CORRESPONDENCE

- 6.1.1. In order to track and document requests for decisions and/or information pertaining to this Contract, and the subsequent response to those requests, the OAG and the County shall use Controlled Correspondence. The OAG will manage the Controlled Correspondence for this Contract. For each Controlled Correspondence document, the OAG will assign a tracking number and the document shall be signed by the appropriate Party's Contract Manager.
- 6.1.2. Controlled Correspondence shall not be used to change pricing or alter the terms of this Contract. Controlled Correspondence shall not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of this Contract must be by a Contract amendment. However, the Controlled Correspondence process may be used to document refinements and interpretations of the provisions of this Contract and to document the cost impacts of proposed changes.
- 6.1.3. Controlled Correspondence documents shall be maintained by both Parties in on-going logs and shall become part of the normal status reporting process. Any communication not generated in accordance with such process shall not be binding upon the Parties and shall be of no effect.

6.2. NOTICES

6.2.1. Written Notice Delivery

- 6.2.1.1. Any notice required or permitted to be given under this Contract by one Party to the other Party shall be in writing and shall be addressed to the receiving Party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified. If the notice is sent via email, it shall be deemed to have been given on the date it is received by email submitted with a read receipt requested, confirmed received by the sender and confirmed received by the receiving Party at the email address hereinafter specified.
- 6.2.1.2. The address of the County for all purposes under this Contract and for all notices hereunder shall be:

Melanie Reed(or successor in office)
District Clerk, Ellis County
109 S Jackson St #209
Waxahachie, TX 75165-3745
Email address: melanie.reed@co.ellis.tx.us
- 6.2.1.3. The address of the OAG for all purposes under this Contract and for all notices hereunder shall be:

Ruth Anne Thornton (or successor in office)
Director of Child Support (IV-D Director)
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017
Email address: Ruth.Thornton@oag.texas.gov

With copies to:

Clayton D. Richter (or successor in office)
Transactional Attorney Manager,
CSD Legal Services
Office of the Attorney General
PO Box 12017 (Mail Code 044)
Austin, TX 78711-2017
Email address: Clayton.Richter@oag.texas.gov

6.3. CONTRACT MANAGERS

6.3.1. The OAG Contract Manager is:

Jamie Lala (or successor in office)
CSD-Government Contracts
Office of the Attorney General
PO Box 12017 (Mail Code 062)
Austin, TX 78711
Email address: jamie.lala@oag.texas.gov
Phone: (512) 460-6768

6.3.1.1. Any changes to this assignment shall be documented by Controlled Correspondence.

6.3.1.2. The OAG Contract Manager has the authority to:

- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- approve invoices
- coordinate meetings with the County
- investigate complaints

6.3.1.3. The OAG Contract Manager shall have no authority to agree to any Contract amendment or pricing change.

6.3.2. The County Contract Manager is:

Melanie Reed (or successor in office)
District Clerk, Ellis County
109 S Jackson St #209
Waxahachie, TX 75165-3745
Email address: melanie.reed@co.ellis.tx.us

6.3.2.1. Any changes to this assignment shall be documented by Controlled Correspondence.

6.3.2.2. The County Contract Manager has the authority to:

- make decisions regarding the deliverables required by this Contract
- sign Controlled Correspondence
- serve as the day-to-day point of contact
- coordinate quality control reviews
- coordinate meetings with the OAG
- investigate complaints

6.4. SUBCONTRACTING APPROVAL REQUIRED

It is contemplated by the Parties hereto that the County shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that the County should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the County shall subcontract for such performances only

after the County has transmitted to the OAG a true copy of the subcontract the County proposes to execute with a subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. The County, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any subcontractor(s) of the County. In no event shall this provision relieve the County of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this Contract.

6.5. NO ASSIGNMENT BY COUNTY

The County will not assign its rights under this Contract or delegate the performance of its duties under this Contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute, a merger shall not act to cause the assumption, by the surviving entity or entities, of this Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this section includes, without limitation, the combining of two corporations into a single surviving corporation, the combining of two existing corporations to form a third newly created corporation; or the combining of a corporation with another form of business organization.

6.6. REPORTING FRAUD, WASTE, OR ABUSE

6.6.1. The County must report any suspected incident of fraud, waste, or abuse associated with the performance of this Contract to any one of the following listed entities:

6.6.1.1. the Contract Manager;

6.6.1.2. the Division Chief for Contract Operations, Child Support Division;

6.6.1.3. the Division Chief for Field Support, Child Support Division;

6.6.1.4. the Director for Child Support (IV-D Director);

6.6.1.5. the OAG Ethics Advisor;

6.6.1.6. the OAG's Fraud, Waste and Abuse Prevention Program (FWAPP) Hotline (800-252-8011) or the FWAPP E-mailbox (FWAPP@oag.texas.gov);

6.6.1.7. the State Auditor's Office hotline for fraud (1-800-892-8348).

6.6.2. The report of suspected misconduct shall include (if known):

6.6.2.1. the specific suspected misconduct;

6.6.2.2. the names of the individual(s)/entity(ies) involved;

6.6.2.3. the date(s)/location(s) of the alleged activity(ies);

6.6.2.4. the names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information; and

6.6.2.5. any documents which tend to support the allegations.

6.6.3. The words fraud, waste, or abuse, as used in this Section, have the following meanings:

6.6.3.1. Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.

6.6.3.2. Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.

- 6.6.3.3. Abuse is the misuse of one's position, title, or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

6.7. COOPERATION WITH THE OAG

The County must ensure that it cooperates with the OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of this Contract. The County agrees to reasonably cooperate with and work with the OAG's contractors, subcontractors, and third party representatives as requested by the OAG.

6.8. DISPUTE RESOLUTION PROCESS FOR CLAIMS OF BREACH OF CONTRACT

- 6.8.1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the OAG and the County to attempt to resolve any claim for breach of contract made by the County.
- 6.8.2. A claim for breach of Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to the Director for Child Support (IV-D Director), Office of the Attorney General, PO Box 12017 (Mail Code 033), Austin, Texas 78711-2017. The notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Parties otherwise entitled to notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.
- 6.8.3. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the OAG if the Parties are unable to resolve their disputes under the negotiation process.
- 6.8.4. Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- 6.8.5. The submission, processing, and resolution of a claim for breach of contract is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 6.8.6. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

7. INFORMATION PROTECTION PROVISIONS

7.1. GENERAL

7.1.1. Survival of Provisions

7.1.1.1. Perpetual Survival and Severability

- 7.1.1.1.1. OAG rights and privileges applicable to OAG Data shall survive expiration or any termination of this Contract, and shall be perpetual.
- 7.1.1.1.2. As an exception to the foregoing perpetual survival, if certain OAG Data become publicly known and made generally available through no action or inaction of the County, then the County may use such publicly known OAG Data to the same extent as any other member of the public.
- 7.1.1.1.3. If any term or provision of this Contract, including these Information Protection Provisions, shall be found to be illegal or unenforceable, it

shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Contract, including these Information Protection Provisions, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

7.1.2. **Applicability**

7.1.2.1. References in the Information Protection Provisions.

7.1.2.1.1. All references to “OAG” shall mean the Office of the Attorney General.

7.1.2.1.2. All references to “OAG-CSD ISO” shall mean the Office of the Attorney General-Child Support Division Information Security Officer.

7.1.2.1.3. All references to “County” shall mean Ellis County.

7.1.2.1.4. All references to “County’s Agents” shall mean the County’s officials, employees, agents, consultants, subcontractors, and representatives, and all other persons that perform Contract Services on the County’s behalf.

7.1.2.1.5. All references to “Contract Services” shall include activities within the scope of the executed Contract.

7.1.2.1.6. All references to “OAG Data” shall mean all data and information (i) originated by the OAG or, (ii) which the County accesses from OAG information systems. This Contract requires the County to retrieve data from the courts and other sources and create data within the Texas Child Support Enforcement System. OAG Data does not include data and information originated by the County in the performance of its statutory responsibilities. Government Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure. However, data that is publicly known and generally available to the public is not subject to these Information Protection Provisions.

7.1.2.1.7. All references to “OAG Customers” shall mean any person or entity that delivers, receives, accesses, or uses OAG Data.

7.1.2.1.8. The term “Security Incident” means an occurrence or event where the confidentiality, integrity, or availability of OAG Data may have been compromised and includes, without limitation, a failure by the County to perform its obligations under the Data Security and Physical and System Security subsections below.

7.1.2.2. Inclusion in all Subcontracts

7.1.2.2.1. The requirements of these Information Protection Provisions shall be included in, and apply to, all subcontracts and any agreements the County has with anyone performing Contract Services on the County’s behalf.

7.1.2.3. Third Parties

7.1.2.3.1. This Contract is between the County and the OAG, and is not intended to create any independent cause of action by any third party, individual, or entity against the OAG or the County.

7.1.2.4. Termination for Non-Compliance

7.1.2.4.1. In the event that either the County or the County’s Agent fails to comply with any of the Information Protection provisions, the OAG may exercise any remedy, including immediate termination of this Contract.

7.1.3. **Personnel Briefings Training and Acknowledgments**

7.1.3.1. The County shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. The County's Agents shall only be granted access to OAG Systems after they have received all required security training and have executed all required security agreements, acknowledgments, and certifications.

7.1.3.2. The County shall ensure that all County personnel having access to OAG Data receive annual reorientation sessions when offered by the OAG and all County personnel that perform or are assigned to perform Contract Services shall re-execute, and/or renew their acceptance of, all applicable security documents to ensure that they remain current regarding all security requirements.

7.1.4. **Key Person Dependence or Collusion**

The County shall protect against any key-person dependence or collusion by enforcing policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

7.2. **DATA SECURITY**

7.2.1. **Rights in OAG Data**

7.2.1.1. The County and the County's Agents possess no special right to access, use, or disclose OAG Data as a result of the County's contractual or fiduciary relationship with the OAG. As between the OAG and the County, all OAG Data shall be considered the property of the OAG and shall be deemed confidential. The County hereby irrevocably assigns, transfers, and conveys, and shall cause the County's Agents to irrevocably assign, transfer, and convey to the OAG without further consideration all of its and their right title and interest to OAG Data. Upon request by the OAG, the County shall execute and deliver and shall cause the County's Agents to execute and deliver to the OAG any documents that may be necessary or desirable under any law to preserve or enable the OAG to enforce its rights with respect to OAG Data.

7.2.2. **Use of OAG Data**

7.2.2.1. OAG Data have been, or will be, provided to the County and the County's Agents solely for use in connection with providing the Contract Services. Re-use of OAG Data in any form is not permitted. The County agrees that it will not access, use, or disclose OAG Data for any purpose not necessary for the performance of its duties under this Contract. Without the OAG's approval (in its sole discretion), neither the County nor the County's Agents shall: (i) use OAG Data other than in connection with providing the Contract Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Data to third parties, including any local, state, or federal legislative body; (iii) commercially exploit OAG Data or allow OAG Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers for purposes other than in connection with providing the Contract Services. However, nothing in this Contract is intended to restrict the County from performing its other authorized duties. For example, the duty to disseminate copies of court orders to requesting parties that necessarily includes data such as names and addresses.

7.2.2.2. The County or the County's Agents may, however, disclose OAG Data to the extent required by law or by order of a court or governmental agency; provided that the County shall give the OAG, and shall cause the County's Agents to give the OAG, notice as soon as it or they are aware of the requirement; and use its or their best efforts to cooperate with the OAG if the OAG wishes to

obtain a protective order or otherwise protect the confidentiality of such OAG Data. The OAG reserves the right to obtain a protective order or otherwise protect the confidentiality of OAG Data.

7.2.2.3. In the event of any unauthorized disclosure or loss of OAG Data, the County shall immediately comply with the Notice subsection of the Security Incidents subsection set forth below.

7.2.3. **Statutory, Regulatory and Policy Compliance**

The County agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Data, for which it has received notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to the County's obligations under this Contract are included in this Contract.

7.2.4. **Data Retention and Destruction**

7.2.4.1. Within six (6) months of Contract award, the County and the OAG shall develop a mutually agreed upon detailed schedule for the retention and possible destruction of OAG Data. The schedule will be based upon the Contract Services being performed and the County's limited authorization to access, use, and disclose OAG Data. The County shall retain all OAG Data until such schedule is developed. Subsequent to developing and agreeing upon that schedule, the County shall:

- i. Retain and destroy OAG Data in accordance with the detailed schedule for its retention and destruction;
- ii. Destroy or purge OAG Data in a manner consistent with state policy and federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable;
- iii. Destroy all hard copy OAG Data by shredding to effect 5/16 inch wide or smaller strips and then either incinerating or pulping the shredded material; and
- iv. Within five (5) calendar days, excluding weekends and holidays, of destruction or purging, provide the OAG with a completed OAG-Child Support Division "Certificate of Destruction for Counties and Vendors;" a copy of which is attached hereto and included herein (Attachment C).

7.2.4.2. In the event of Contract expiration or termination for any reason, all hard-copy OAG Data shall, in accordance with the detailed retention schedule agreed to by the County and the OAG under The Data Retention and Destruction section above, either be destroyed or returned to the OAG. If immediate purging of all data storage components is not possible, the County agrees that any OAG Data remaining in any storage component will be protected to prevent unauthorized disclosures.

7.2.4.2.1. Within twenty (20) Business Days of Contract expiration or termination, the County shall provide the OAG with a signed statement detailing the nature of OAG Data retained, type of storage media, physical location(s), and any planned destruction date.

7.2.4.3. In its sole discretion, the OAG may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Data.

7.2.5. **Requests to County for Confidential or Public Information**

7.2.5.1. The County and the County's Agents expressly do not have any actual or implied authority to determine whether any OAG Data are public or exempted from disclosure. Texas Government Code Chapter 552 defines the exclusive mechanism for determining whether OAG Data are subject to public disclosure.

The County is not authorized to respond to public information requests on behalf of the OAG. The County agrees to forward to the OAG, by facsimile within one (1) Business Day from receipt all request(s) for information associated with the County's services under this Contract. The County shall forward any information requests to:

Office of the Attorney General, Public Information Coordinator
Fax (512) 494-8017
Email address: Publicrecords@oag.texas.gov

7.3. PHYSICAL AND SYSTEM SECURITY

7.3.1. General/Administrative Protections

- 7.3.1.1. At all times the County shall be fully responsible to the OAG for the security of the storage, processing, compilation, or transmission of all OAG Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Data are stored, processed, compiled, or transmitted.
- 7.3.1.2. The County (and the County's Agents) shall develop and implement internal protection systems, including information security access lists and physical security access lists (the "access protection lists"), designed to protect OAG Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this Contract. The access protection lists shall document the name and other identifying data for any individual authorized to access, use, or disclose OAG Data, as well as any special conditions and limitations applicable to each authorization.
 - 7.3.1.2.1. The County shall remove individuals from or change the access rights of individuals on the applicable access protection list immediately upon such individual no longer requiring certain access. At least quarterly, the OAG shall send the County a list of Texas Child Support Enforcement System users and the County shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized.
 - 7.3.1.2.2. The OAG shall have the right to review the County's internal protection systems and access protection lists for all areas of the work site(s). The OAG may, with or without cause, and without cost or liability, deny or revoke an individual's access to OAG Data and information and any of its systems. If any authorization is revoked or denied by the OAG, then the County shall immediately use its best efforts to assist the OAG in preventing access, use or disclosure of OAG Data and the County shall be given notice of the denial.
 - 7.3.1.2.3. The OAG, in its sole discretion and without consulting the County, may immediately terminate OAG system access for anyone performing services under this Contract.
 - 7.3.1.2.4. The County shall immediately notify the OAG Contract Manager when any person the County authorized to access OAG systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.
- 7.3.1.3. The County's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems access logs for

any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus, a log created on January 1, 2007 may be disposed of, with all other systems access logs created in 2007, on January 1, 2015. All physical access and logical access security systems logs must be stored to electronic media. Any stored log must be produced for viewing access and copying upon request of the OAG within five (5) Business Days of the request.

- 7.3.1.4. The County shall maintain appropriate audit trails to provide accountability for use and updates to OAG Data, charges, procedures, and performances. Audit trails maintained by the County shall, at a minimum, identify the supporting documentation prepared by the County to permit an audit of the system by tracing the activities of individuals through the system. The County's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of OAG Data. The County agrees that the County's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.3.2. Physical Security

- 7.3.2.1. The computer site and related infrastructures (e.g., information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects OAG Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.
- 7.3.2.2. Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to: alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. The County shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.
- 7.3.2.3. The County agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management.
- 7.3.2.4. In situations such as remote terminals, or office work sites where all of the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with NIST SP 800-63, Digital Identity Guidelines.
- 7.3.2.5. The County shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

7.3.3. Logical/Information System Protections

- 7.3.3.1. The County shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:
- i. Independent oversight of systems administrators and programmers;
 - ii. Restriction of user, operator, and administrator accounts in accordance with job duties;

- iii. Authentication of users to the operating system and application software programs;
- iv. The County shall adhere to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords;
- v. The County shall have an authorization process for user access and privileges. Any access not granted is prohibited;
- vi. The County shall maintain an access protection list that details the rights and privileges with respect to each such user;
- vii. Audit trails for user account adds, deletes, and changes, as well as, access attempts and updates to individual data records; and
- viii. Protection to prevent unauthorized processing in or changes to software, systems, and OAG Data in the production environment.

- 7.3.3.2. The County shall implement protection for the prevention, detection and correction of processing failure, or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of OAG Data.
- 7.3.3.3. The County shall implement counter-protection against malicious software on the County's internal systems used in Contract performance.
- 7.3.3.4. The County shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.
- 7.3.3.5. The County shall apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current.
- 7.3.3.6. The County shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.
- 7.3.3.7. The County shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.

7.4. ENCRYPTION

- 7.4.1. OAG Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission, and during transport (i.e. the physical moving of media containing OAG Data). OAG Data must be encrypted using current FIPS validated cryptographic modules. The OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be communicated in writing to the County by the OAG Contract Manager. The County shall adhere to mutually agreed upon procedures for data transmission.
- 7.4.2. OAG Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by the County. The County may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to the County by the OAG Contract Manager. If the OAG finds it necessary to allow storage media to be removed from a facility used by the County, the OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to County Information Systems backup procedure.

7.5. SECURITY AUDIT

7.5.1. Right to Audit, Investigate, and Inspect

- 7.5.1.1. Without notice, the County shall permit, and shall require the County's Agents to, permit the OAG, the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services, and the Comptroller General of the United States to:

- ix. Monitor and observe the operations of, and to perform security investigations, audits, and reviews of the operations and records of, the County and the County's Agents;
 - x. Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system; and
 - xi. Enter into the offices and places of business of the County and the County's Agents for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where the County or the County's Agents are found to be noncompliant with physical and/or data security protection.
- 7.5.1.2. When the OAG performs any of the above monitoring, observations, and inspections, the OAG will provide the County with reasonable notice that conforms to standard business audit protocol. However prior notice is not always possible when such functions are performed by the State Auditor of Texas, the United States Internal Revenue Service, the United States Department of Health and Human Services, and the Comptroller General of the United States. In those instances, the OAG will endeavor to provide as much notice as possible but the right to enter without notice is specifically reserved.
- 7.5.1.3. Any audit of documents shall be conducted at the County's principal place of business and/or the location(s) of the County's operations during the County's normal business hours and at the OAG's expense. The County shall provide to the OAG and such auditors and inspectors as the OAG may designate in writing, on the County's premises, (or if the audit is being performed of a County's Agent, the Agent's premises, if necessary) the physical and technical support reasonably necessary for the OAG auditors and inspectors to perform their work.
- 7.5.1.4. The County shall supply to the OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of the County or the County's Agents if those reports pertain, in whole or in part, to the Contract Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the Contract.

7.6. SECURITY INCIDENTS

7.6.1. Response to Security Incidents

- 7.6.1.1. The County shall respond to detected Security Incidents. The County shall maintain an internal incident response plan to facilitate a quick, effective and orderly response to information Security Incidents. The incident response plan should cover such topics as:
- xii. Initial responders;
 - xiii. Containment;
 - xiv. Management Notification;
 - xv. Documentation of Response Actions;
 - xvi. Expedient confirmation of system integrity;
 - xvii. Collection of audit trails and similar evidence;
 - xviii. Cause analysis;
 - xix. Damage analysis and mitigation;
 - xx. Internal Reporting Responsibility;
 - xxi. External Reporting Responsibility; and

- xxii. OAG Contract Manager's and OAG-CSD ISO's name, phone number and email address. Attachment D is the County's current internal incident response plan. Any changes to this incident response plan requires the OAG approval (which approval shall not be unreasonably withheld) and may be made by Controlled Correspondence.

7.6.2. Notice

- 7.6.2.1. Within one (1) hour of discovering or having any reason to believe that there has been, any physical, personnel, system, or OAG Data Security Incident the County shall initiate risk mitigation and notify the OAG-CSD ISO and the OAG Contract Manager, by telephone and by email, of the Security Incident and the initial risk mitigation steps taken.
- 7.6.2.2. Within twenty-four (24) hours of the discovery, the County shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report utilizing the attached Security Incident Report (Attachment E) to the OAG-CSD ISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum: nature of the incident (e.g., data loss/corruption/intrusion); cause(s); mitigation efforts; corrective actions; and estimated recovery time.
- 7.6.2.3. Each day thereafter until the investigation is complete, the County shall:
 - xxiii. Provide the OAG-CSD ISO, or the OAG-CSD ISO's designee, with a daily oral or email report regarding the investigation status and current risk analysis; and
 - xxiv. Confer with the OAG-CSD ISO or the OAG-CSD ISO's designee, regarding the proper course of the investigation and risk mitigation.
- 7.6.2.4. Whenever daily oral reports are provided, the County shall provide, by close of business each Friday, an email report detailing the foregoing daily requirements.

7.6.3. Final Report

- 7.6.3.1. Within five (5) Business Days of completing the risk analysis and investigation, the County shall submit a written Final Report to the OAG-CSD ISO with a copy to the OAG Contract Manager, which shall include:
 - 7.6.3.1.1. A detailed explanation of the cause(s) of the Security Incident;
 - 7.6.3.1.2. A detailed description of the nature of the Security Incident, including, but not limited to, extent of intruder activity (such as files changed, edited, or removed; Trojans), and the particular OAG Data affected; and
 - 7.6.3.1.3. A specific cure for the Security Incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to the OAG that states the date that the County implemented the cure and a description of how the cure protects against the possibility of a recurrence.
- 7.6.3.2. If the cure has not been put in place by the time the report is submitted, the County shall within thirty (30) calendar days after submission of the final report, provide a certification to the OAG that states: the date that the County implemented the cure and a description of how the cure protects against the possibility of a recurrence.
- 7.6.3.3. If the County fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, the County agrees the OAG may exercise any remedy in equity, provided by law, or

identified in the Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless the OAG notifies the County in writing prior to the exercise of such remedy.

7.6.4. Independent Right to Investigate

The OAG reserves the right to conduct an independent investigation of any Security Incident, and should the OAG choose to do so, the County shall cooperate fully, making resources, personnel, and systems access available. If at all possible, the OAG will provide reasonable notice to the County that it is going to conduct an independent investigation.

7.7. REMEDIAL ACTION

7.7.1. Remedies Not Exclusive and Injunctive Relief

7.7.1.1. The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Contract, or at law or in equity. The OAG's pursuit or non-pursuit of any one remedy for a Security Incident(s) does not constitute a waiver of any other remedy that the OAG may have at law or equity.

7.7.1.2. If injunctive or other equitable relief is available, then the County agrees that the OAG shall not be required to post bond or other security as a condition of such relief.

7.7.2. Notice and Compensation to Third Parties

7.7.2.1. In the event of a Security Incident, third party or individual data may be compromised.

7.7.2.2. Subject to the OAG review and approval, the County shall provide notice of the Security Incident, with such notice to include:

- xxv. A brief description of what happened;
- xxvi. A description, to the extent possible, of the types of personal data that were involved in the security breach (e.g., full name, SSN, date of birth, home address, account number, etc.);
- xxvii. A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches;
- xxviii. Contact procedures for those wishing to ask questions or learn additional data, including a telephone number, website, if available, and postal address; and
- xxix. Instructions for accessing the Consumer Protection Identity Theft section of the OAG website.

7.7.2.3. The County and the OAG shall mutually agree on the methodology for providing the notice required in this subsection. Neither Party shall unreasonably withhold such agreement; however, the notice method must comply with the notification requirements of Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Provided further that the County must also comply with Section 521.053's "consumer reporting agency" notification requirements.

7.7.2.4. If the County does not provide the required notice, the OAG may elect to provide notice of the Security Incident. The notice method must comply with Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). Costs (excluding personnel costs) associated with providing notice shall be reimbursed to the OAG by the County. If the County does not reimburse such cost within thirty (30) calendar days of request, the OAG shall have the right to collect such cost. Additionally, the OAG may collect such cost by offsetting or reducing any future payments owed to the County.

7.8. COMMENCEMENT OF LEGAL ACTION

The County shall not commence any legal proceeding on the OAG's behalf without the OAG's express written consent.

8. AMENDMENT

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of the OAG and the County.

9. TERMINATION OF THE CONTRACT

9.1. CONVENIENCE OF THE PARTIES

The Parties to this Contract shall have the right, in each Party's sole discretion and at its sole option, to terminate this Contract by notifying the other Party hereto in writing of such termination at least thirty (30) calendar days prior to the effective date of such termination. Such notice of termination shall comply with the notice provisions in the Notices Section above, and shall state the effective date of such termination.

9.2. TERMINATION FOR CAUSE/DEFAULT

9.2.1. If the County fails to provide the contracted services required under this Contract according to the provisions of this Contract, or fails to comply with any of the terms or conditions of this Contract, the OAG may, upon notice of default to the County, immediately terminate all or any part of this Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this Contract.

9.2.2. The OAG may exercise any other right, remedy or privilege which may be available to it under applicable law of the State and any other applicable law or proceed by appropriate court action to enforce the provisions of this Contract, or to recover damages for the breach of any agreement being derived from this Contract. The exercise of any of the foregoing remedies will not constitute a termination of this Contract unless the OAG notifies the County in writing prior to the exercise of such remedy. The County will remain liable for all covenants and indemnities under the aforesaid agreement. The County and the OAG will each be responsible for the payment of its own legal fees, and other costs and expenses, including attorney's fees and court costs, incurred with respect to the enforcement of any of the remedies listed herein.

9.3. CHANGE IN FEDERAL OR STATE REQUIREMENTS

If federal or state laws, rules or regulations, or other federal or state requirements or guidelines are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.

9.4. RIGHTS UPON TERMINATION

In the event that this Contract is terminated for any reason, or upon its expiration, the OAG shall retain ownership of all associated work products and documentation with any order that results from or is associated with this Contract in whatever form that they exist.

9.5. SURVIVAL OF TERMS

Termination of this Contract for any reason shall not release the County from any liability or obligation set forth in this Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

10. TERMS AND CONDITIONS

10.1. FEDERAL TERMS AND CONDITIONS

10.1.1. Compliance with Law and Conforming Amendments

The County shall comply with all federal and state laws, rules, regulations, requirements and guidelines applicable to the County: (1) performing its obligations hereunder and to assure, with respect to its performances hereunder, that the OAG is fully and completely meeting obligations imposed by all laws, rules, regulations, requirements, and guidelines upon the OAG in carrying out the program of child support enforcement pursuant to Title IV, Part D, of the Social Security Act of 1935, as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. The OAG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the OAG's or the County 's compliance with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

10.1.2. Equal Employment Opportunity

The County agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The County shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity Department of Labor". The County shall ensure that all sub agreements/subcontracts comply with the above referenced provisions.

10.1.3. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts

The County certifies by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency. The certification requirement of this provision shall be included in all subcontracts.

10.1.4. Records Retention and Inspection

The County shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers, or books (collectively referred to as records) relating to the performances called for in this Contract. The County shall retain all such records for a period of seven (7) years after the expiration of the term of this Contract, or until the OAG or the United States are satisfied that all audit, claim, negotiation and litigation matters are resolved, whichever period is longer. The County shall grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

10.1.5. Environmental Protection

The County shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The requirements of this provision shall be included in all subcontracts that exceed \$150,000.

10.1.6. Certain Disclosures Concerning Lobbying

The County shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. Upon execution of this Contract, the County must sign the Certification Regarding Lobbying attached as Attachment F and return it to the OAG along with the executed copy of this Contract. This certification certifies that the County will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. §1352. It also certifies that the County will disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award by completing and submitting Standard Form LLL. The certification requirement of this provision shall be included in all subcontracts that exceed \$100,000.

10.1.7. Certification Concerning Dealings with Public Servants

The County, by signing the Contract, certifies that it has not given nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this transaction.

10.2. GENERAL RESPONSIBILITIES

10.2.1. Independent Contractor

This Contract shall not render the County an employee, officer, or agent of the OAG for any purpose. The County is and shall remain an independent contractor in relationship to the OAG. It is expressly understood and agreed by the Parties hereto that the County is an independent contractor that shall have exclusive responsibility for any and all claims, demands, causes of action of every kind and character which may be asserted by any third-party occurring from, in any way incident to, arising out of or in connection with the activities to be performed by the County hereunder. The OAG shall not be responsible for withholding taxes from payments made under this Contract. The County shall have no claim against the OAG for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

10.2.2. No Implied Authority

Any authority delegated to the County by the OAG is limited to the terms of this Contract. The County shall not rely upon implied authority and specifically is not delegated authority under this Contract to:

- i. Make public policy;
- ii. Promulgate, amend, or disregard the OAG Child Support program policy; or
- iii. Unilaterally communicate or negotiate, on behalf of the OAG, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, the County is required to cooperate fully with the OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

10.2.3. Force Majeure

The OAG shall not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

10.2.3.1. The County shall not be liable to the OAG for non-performance or delay in performance of a requirement under this Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the County, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

10.2.3.2. In the event of an occurrence under the preceding paragraph, the County will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the County continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The County shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

10.2.4. News Releases or Pronouncements

The OAG does not endorse any vendor, commodity, or service. No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of the OAG.

10.3. OFFSHORING

All work to be performed under this Contract shall be performed within the United States and its territories.

10.4. RIGHT OF REMOVAL

The OAG expects all services under this Contract to be competently and professionally performed. The County and the County's subcontractor personnel and agents shall comply with all OAG policy, procedures, and requirements relating to standards of conduct and shall be courteous and professional in all communications during their performance of the requirements of this Contract. Any actions deemed incompetent or unprofessional must be remedied to the satisfaction of the OAG Contract Manager. The OAG reserves the right, in its sole discretion, to require the immediate removal from the performance of services under this Contract and replacement of any County and/or County subcontractor personnel and agents deemed by the OAG to be discourteous, unprofessional, incompetent, careless, unsuitable, or otherwise objectionable, or terminate this Contract if an acceptable resolution is not achieved. Any replacement personnel assigned by the County to perform services under this Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

10.5. CYBERSECURITY TRAINING

The County represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program. The County will provide the OAG Contract Manager with verification of completion within thirty (30) days of Contract execution and Contract renewals.

10.6. BACKGROUND REVIEWS

10.6.1. By entering into this Contract, the County acknowledges that the OAG will perform background reviews, to include criminal history record information, of all the County Agents before allowing a County Agent access to OAG Data or to work in an OAG facility. The term County Agent as used in this "Background Reviews" provision means: County's officials, employees, agents, consultants, subcontractors, and representatives,

and all other persons that perform Contract services on County's behalf. No County Agent who has been convicted of a felony for crimes involving violence, child abuse or neglect, sexual offenses, theft or fraud or is a registered sex offender may access OAG Data or work in an OAG facility.

- 10.6.2. The Child Support Division of the OAG is the Title IV-D agency for the State of Texas. Pursuant to Texas Government Code Section 411.127 the OAG has the right to obtain criminal history record information that relates to an entity who proposes to enter into a contract with or that has a contract with the OAG. The OAG shall have the right under this Contract to perform initial and periodic detailed background reviews, to include a criminal history records check, on any of the County's Agents that are assigned to provide services to the OAG or are authorized to access, or are requesting access to OAG Data. Upon request, and to assist the OAG in performing background reviews and criminal records checks, the County shall provide identifying data and any required consent and authorization to perform such reviews and checks. Additionally, the County or the County's Agents will be required to comply with OAG policy and procedure to provide an electronic scan of fingerprints and collection of demographic information to the OAG's designated agent in order to facilitate a National Criminal History records inquiry and if applicable a State and local criminal records inquiry. The OAG is prohibited from revealing the results of any criminal history records check to the County.
- 10.6.3. Prior to allowing a County Agent access to OAG Data or to work in an OAG facility, the County shall provide the OAG with a completed "New County User Access" form (Attachment G) which includes:
 - the County Agent's name (including any other names used);
 - daytime phone number;
 - responsibilities under the Contract;
 - date of birth;
 - driver license number; and
 - social security number.
- 10.6.4. The County shall provide the "Request for New County User" form via email to CSD-CountyAccess@oag.texas.gov.
- 10.6.5. The County shall provide an updated list to the OAG whenever a new County Agent is assigned to access OAG Data or work in an OAG facility. The County shall notify the OAG whenever a County Agent is to assume a new responsibility with regard to accessing OAG Data or working in an OAG facility. The County is required to notify the OAG immediately when a County Agent is no longer performing OAG contract associated services.
- 10.6.6. No County Agent shall access OAG Data or work in an OAG facility or assume new responsibilities regarding same until the OAG consents to such County Agent performing such service or new responsibility. This prohibition pertains to performance of Contract Services and is not intended to preclude the County from continuing to engage County Agent's services for non-contract services.
- 10.6.7. The County must require all County Agents to notify the County of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first Business Day following an arrest. Within one (1) Business Day of an arrest notification the County shall notify the OAG of the arrest. The County must also require any County Agent who has been arrested to provide an official offense report to the County as soon as possible but no later than thirty (30) calendar days from the date of the arrest. Within one (1) Business Day of receipt of the report, the County shall provide the OAG with a copy of the offense report.

10.7. NON-WAIVER OF RIGHTS

Failure of a Party to require performance by another Party under this Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under this Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of this Contract will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

10.8. NO WAIVER OF SOVEREIGN IMMUNITY

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE OAG, THE STATE OF TEXAS OR THE COUNTY OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE OAG, THE STATE OF TEXAS OR THE COUNTY MAY HAVE BY OPERATION OF LAW.

10.9. SEVERABILITY

If any provision of this Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

10.10. APPLICABLE LAW AND VENUE

The County agrees that this Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The County also agrees that the exclusive venue and jurisdiction of any properly allowed legal action or suit concerning this Contract or in any way relating to this Contract shall be commenced in a court of competent jurisdiction in Travis County, Texas. The County hereby waives and agrees not to assert: (a) that the County is not personally subject to the jurisdiction of a court of competent jurisdiction in Travis County, Texas, (b) that the suit, action, or proceeding is brought in an inconvenient forum, (c) that the venue of the suit, action, or proceeding is improper, or (d) any other challenge to the jurisdiction or venue. The County further agrees that all payments shall be due and payable in Travis County, Texas.

10.11. ENTIRE CONTRACT

This document represents the entire agreement between the Parties. No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in this document.

10.12. ORIGINALS AND COUNTERPARTS

This Contract may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.13. ATTACHMENTS

- 10.13.1. Attachment A: OAG Procedures for Customer Identification
- 10.13.2. Attachment B: Record of Support, Form 1828
- 10.13.3. Attachment C: Certificate of Destruction for Counties and Vendors
- 10.13.4. Attachment D: County’s Incident Response Plan
- 10.13.5. Attachment E: Security Incident Report
- 10.13.6. Attachment F: Certification Regarding Lobbying
- 10.13.7. Attachment G: New County User Access Form

THIS CONTRACT IS HEREBY ACCEPTED

OFFICE OF THE ATTORNEY GENERAL

COUNTY

Ruth Anne Thornton
Director of Child Support
(IV-D Director)

The Honorable Todd Little
County Judge, Ellis County

Signature Date

Signature Date

**OAG Procedures
For
Customer Identification**

County shall adhere to the OAG Procedures when a request is received for member and/or case information.

Identifying Walk-In or Caller

Before updating member and/or case information, such as home address, phone number, etc., verify the caller or walk-in's identity. Ask the person for the following identifiers:

- Name
- Case Identification Number (CIN)
- Social Security Number (if CIN unavailable)
- Date of Birth
- Home address

Unidentifiable Walk-In or Caller

If there is any doubt about the caller's identity after these identifiers have been obtained, ask for the children names and date of birth.

When pertinent information is unavailable on registry-only (RO) cases, county staff are prevented from verifying a caller's identity. Once all attempts to verify the caller's identity have been exhausted, instruct the caller/walk-in to take one of the following actions in order to have the member/case information updated on OAG Case Management System:

Provide proof of identity via Mail, Fax or Email

Provide proof of identity by providing the supporting documents:

- A copy of a valid photo ID (i.e. driver's license)

Provide a scanned copy of the information to be updated:

- Bill with home address (i.e. utility bill)
- SSN card
- DOB
- Name change – photo ID with new name



CHILD SUPPORT DIVISION

Figure: 1 TAC §55.121

Record of Support

This form is used by counties to provide the record of support data needed by the state case registry as required by the Texas Family Code § 105.008. (Counties may use the TXCSES Web Portal to provide this information in lieu of completing this form.) Send the completed form to the State Case Registry/County Contact Team by fax 877-924-6872, e-mail csd-sdu@oag.texas.gov, or mail to TxCSDU, P.O. Box 659400, San Antonio, TX 78265.

Order Information

County Name:	Court Number:	Cause Number:
Attorney General Case Number:	Date of Hearing:	Order Sign Date:
Order Type:	<input type="checkbox"/> New Order	<input type="checkbox"/> Modified Order
Payment Location:	<input type="checkbox"/> SDU	<input type="checkbox"/> County <input type="checkbox"/> Other

Obligee/Custodial Parent Information

<input type="checkbox"/> Family Violence Protection (FV) <i>(Check if individual below is a victim of family violence)</i>			
Name:	Date of Birth:	Social Security Number:	
Address:	City:	State:	Zip:
Sex:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Driver's License Number:	
Home Phone:	Work Phone:	Cell Phone:	Relationship to Child(ren):
Employer Name:			
Address:	City:	State:	Zip:

Obligor/Non-Custodial Parent Information

<input type="checkbox"/> Family Violence Protection (FV) <i>(Check if individual below is a victim of family violence)</i>			
Name:	Date of Birth:	Social Security Number:	
Address:	City:	State:	Zip:
Sex:	<input type="checkbox"/> Male <input type="checkbox"/> Female	Driver's License Number:	
Home Phone:	Work Phone:	Cell Phone:	Relationship to Child(ren):
Employer Name:			
Address:	City:	State:	Zip:

Post Office Box 12017, Austin, Texas 78711-2017 Tel: (512)460-6000 1-800-252-8014

email: csd-sdu@oag.texas.gov or visit the [Office of the Attorney General's website](http://www.texasattorneygeneral.gov) (www.texasattorneygeneral.gov).



Figure: 1 TAC §55.121

CHILD SUPPORT DIVISION

Dependent Information			
<input type="checkbox"/> Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth:	Social Security Number:
<input type="checkbox"/> Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth:	Social Security Number:
<input type="checkbox"/> Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth:	Social Security Number:
<input type="checkbox"/> Family Violence Protection (FV) (Check if dependent below is a victim of family violence)			
Name:	Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth:	Social Security Number:
Attach additional forms if there are more children for this cause			

Attorney Information			
Obligee Attorney:	Phone:	Obligor Attorney:	Phone:

Form prepared by: _____ Phone: _____ Date: _____

**Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors**

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88 Revision 1,

Guidelines for Media Sanitization: http://nvlpubs.nist.gov/nistp_vbubs/SpecialPublications/NIST.SP.800-88r1.pdf

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction.

Media Type		Media Title / Document Name	
Hard Copy	Electronic		
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)			
Dates of Records			
Document / Record Tracking Number	OAG Item Number	Make / Model	Serial Number

Item Sanitization	CLEAR	Who Completed?	Who Verified?
	PURGE	Phone	Phone
	DESTROY	DATE Completed	

Sanitization Method and/or Product Used →

Final Disposition of Media	Reused Internally		Destruction / Disposal
	Reused Externally		Returned to Manufacturer
	Other:		

Comments:

If any OAG Data is *retained*, indicate the type of storage media, physical locations(s), and any planned destruction date.

Description of OAG Data Retained and Retention Requirements:

Proposed method of destruction for OAG approval:	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) calendar days of destruction or purging, provide the OAG with a signed statement containing the date of clearing, purging or destruction, description of OAG data cleared, purged or destroyed and the method(s) used.
Authorized approval has been received for the destruction of media identified above and has met all OAG Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.

Records Destroyed by:		Records Destruction Verified by:	
Signature	Date	Signature	Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Office of the Attorney General – Child Support Division
Certificate of Destruction for Contractors and Vendors

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The OAG tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88 Revision 1,

Guidelines for Media Sanitization: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>

IRS Publication 1075 directs us to NIST guidelines for sanitization and disposition of media used for federal tax information (FTI). These guidelines are also required for sensitive or confidential information that may include personally identifiable information (PII) or protected health information (PHI). NIST SP 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST SP 800-88 Revision 1, Section 4.

There are two primary types of media in common use:

- **Hard Copy.** Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platen are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88 Revision 1, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.
2. For media to be reused outside your organization or if leaving your organization for any reason, use the **PURGE** procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.
3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
4. For media that has been damaged (i.e. crashed drive) and can not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.
5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide OAG with a signed statement detailing the nature of OAG data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for OAG approval.
6. Send the signed Certificate of Destruction to:

OAG: Child Support Division
 Information Security Office
 PO Box 12017
 Austin, TX 78711-2017

FAX to: 512-460-6027

or send as an email attachment to:

Arthur.Cantrell@oag.texas.gov

Final Distribution of Certificate	Original to:	Arthur Cantrell, Information Security Officer 512-460-6061
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. CSD Contract Manager

Ellis County Incident Response Plan

Adopted Date: _____

Overview

This Incident Response Plan is designed to provide general guidance to county staff, both technical and managerial, to:

1. enable quick and efficient recovery in the event of security incidents which may threaten the confidentiality of OAG Data;
2. respond in a systematic manner to incidents and carry out all necessary steps to handle an incident;
3. prevent or minimize disruption of mission-critical services; and,
4. minimize loss or theft of confidential data.

The plan identifies and describes the roles and responsibilities of the Incident Response Team and outlines steps to take upon discovery of unauthorized access to confidential data. The Incident Response Team is responsible for putting the Plan into action.

Incident Response Team

The Incident Response Team is established to provide a quick, effective and orderly response to any threat to confidential data. The Team's mission is to prevent a serious loss of information assets or public confidence by providing an immediate, effective and skillful response to any unexpected event involving computer information systems, networks or databases. The Team is responsible for investigating suspected security incidents in a timely manner and reporting findings to management and the appropriate authorities.

Incident Response Team Roles and Responsibilities

Position	Roles and Responsibilities
Chief Information Security Officer (CISO)	<ul style="list-style-type: none"> • Immediately report incident directly to OAG CISO and OAG Contract Manager • Determine nature and scope of the incident • Contact members of the Incident Response Team • Determine which Team members play an active role in the investigation • Escalate to executive management as appropriate • Contact other departments as appropriate • Monitor and report progress of investigation to OAG CISO • Ensure evidence gathering and preservation is appropriate • Prepare and provide a written summary of the incident and corrective action taken to OAG CISO
Information Technology Operations Center	<ul style="list-style-type: none"> • Central point of contact for all computer incidents • Notify CISO to activate Incident Response Team
Information Privacy Office	<ul style="list-style-type: none"> • Document the types of personal information that may have been breached • Provide guidance throughout the investigation on issues relating to privacy of customer and employee personal information • Assist in developing appropriate communication to impacted parties • Assess the need to change privacy policies, procedures and/or practices as a result of the breach
Network Architecture	<ul style="list-style-type: none"> • Analyze network traffic for signs of external attack • Run tracing tool and event loggers • Look for signs of firewall breach • Contact external internet service provider for assistance as appropriate • Take necessary action to block traffic from suspected intruder • Prepare Incident Containment Report, as appropriate, and forward to County CISO
Operating Systems Architecture	<ul style="list-style-type: none"> • Ensure all service packs and patches are current on mission-critical computers • Ensure backups are in place for all critical systems • Examine system logs of critical systems for unusual activity • Prepare Incident Containment Report, as appropriate, and forward to County CISO
Business Applications	<ul style="list-style-type: none"> • Monitor business applications and services for signs of attack • Review audit logs of mission-critical servers for signs of suspicious activity • Contact the Information Technology Operations Center with any information relating to a suspected breach • Collect pertinent information regarding the incident at the request of the CISO
Internal Auditing	<ul style="list-style-type: none"> • Review systems to ensure compliance with information security policy and controls • Perform appropriate audit test work to ensure mission-critical systems are current with service packs and patches • Report any system control gaps to management for corrective action

Position	Roles and Responsibilities
	<ul style="list-style-type: none"> • Prepare Incident Eradication Report and forward to County CISO

Incident Contact List

OAG Contact Information

Position	Name	Phone Number	Email address
OAG Information Security Officer	Arthur Cantrell	512-460-6061	arthur.cantrell@texasattorneygeneral.gov
OAG Contract Manager	Jamie Lala	512-460-6768	jamie.lala@texasattorneygeneral.gov

County Contact Information

Position	Name	Phone Number	Email address
Chief of Information Security Officer			
County Contract Manager			
Information Technology Operations Center			
Information Privacy Office			
Network Architecture			
Operating Systems Architecture			
Business Applications			
Internal Auditing			



CHILD SUPPORT DIVISION

ATTACHMENT E

SECURITY INCIDENT REPORT For Contractors or Vendors

To immediately report an incident
please contact:

Arthur Cantrell
OAG-CSD Information Security Officer
Arthur.Cantrell@oag.texas.gov
Office (512) 460-6061
Fax (512) 460-6027

Instructions: Each Contractor or business partner (Contractor) is required to provide timely reporting of security incidents to the Office of the Attorney General, Child Support Division (OAG-CSD) Information Security Officer (ISO). Together, the Contractor and OAG-CSD ISO will assess the significance and criticality of a security incident based on the business impact to affected resources and the current and potential effect of the incident (*e.g., loss of access to services, revenue, productivity, reputation; unauthorized disclosure of confidential or private information; loss of data or network integrity; or propagation to other networks*).

Depending on the criticality of the incident, it will not always be feasible to gather all the information prior to reporting to OAG-CSD. In such cases, incident response teams should make an initial report and then continue to report information to the OAG-CSD daily until the incident has been resolved and the OAG-CSD ISO has closed the incident. All security incident reports provided to OAG-CSD will be classified and handled as Confidential per Section 2059.055 Texas Government Code (TGC) and Section 552.139 Texas Government Code.

1. Contact Information			
Company Name:			
Full Name:			
Job Title:			
Division or office:			
Work phone:			
Mobile phone:			
E-mail address:			
Fax number:			
<i>Additional contact information: (e.g., subject matter experts; incident response team members)</i>			
Area of Specialty	Name	Email	Phone #

CONFIDENTIAL when filled out (Section 2059.55 TGC & Section 552.139 TGC)



CHILD SUPPORT DIVISION

**SECURITY INCIDENT REPORT
For Contractors or Vendors**

2. Type of Incident (Check all that apply)	
<input type="checkbox"/> Account compromise (e.g., lost password) <input type="checkbox"/> Denial of service (including distributed) <input type="checkbox"/> Malicious code (e.g., virus, worm, Trojan) <input type="checkbox"/> Misuse of systems (e.g., acceptable use) <input type="checkbox"/> Reconnaissance (e.g., scanning, probing)	<input type="checkbox"/> Social engineering (e.g., phishing, scams) <input type="checkbox"/> Technical vulnerability (e.g., 0-day attacks) <input type="checkbox"/> Theft/loss of equipment/media/document <input type="checkbox"/> Unauthorized access (e.g., systems, devices) <input type="checkbox"/> Unknown/Other (Please describe below)
Description of incident:	

3. Scope of Incident (Check one)	
<input type="checkbox"/> Critical (e.g., affects public safety or Federal/State/Individual confidential or private information) <input type="checkbox"/> High (e.g., affects Contractor's entire network or critical business or mission systems) <input type="checkbox"/> Medium (e.g., affects Contractor's network infrastructure, servers, or admin accounts) <input type="checkbox"/> Low (e.g., affects Contractor's workstations or standard user accounts only) <input type="checkbox"/> Unknown/Other (Please describe below)	
Estimated number of systems affected: (e.g., workstations, servers, mainframes, applications, switches, routers)	
Estimated number of users and/or customers affected:	
Third-parties involved or affected: (e.g., vendors, contractors, partners)	
Additional scope information:	

4. Impact of Incident (Check all that apply)	
<input type="checkbox"/> Loss of access to services <input type="checkbox"/> Loss of productivity <input type="checkbox"/> Loss of revenue <input type="checkbox"/> Loss of reputation	<input type="checkbox"/> Propagation to other networks <input type="checkbox"/> Unauthorized disclosure of data/information <input type="checkbox"/> Unauthorized modification of data/information <input type="checkbox"/> Unknown/Other (Please describe below)
Estimated total cost incurred: (e.g., cost to contain incident, restore systems, notify data owners, notify customers, credit monitoring fees, fines)	
Additional impact information:	

5. Sensitivity of Affected Data/Information (Check all that apply)	
<input type="checkbox"/> Confidential/Sensitive/IRS data/info <input type="checkbox"/> Financial data/info	<input type="checkbox"/> Personally identifiable information (PII/PHI)

CONFIDENTIAL when filled out (Section 2059.55 TGC & Section 552.139 TGC)



CHILD SUPPORT DIVISION

ATTACHMENT E

SECURITY INCIDENT REPORT For Contractors or Vendors

<input type="checkbox"/> Non-sensitive data/info <input type="checkbox"/> Publicly available data/info	<input type="checkbox"/> Intellectual property/copyrighted data/info <input type="checkbox"/> Critical infrastructure/Key resources <input type="checkbox"/> Unknown/Other (<i>Please describe below</i>)
Quantity of data/information affected: (<i>e.g., file sizes, number of records</i>)	
Describe the data and/or information that may have been compromised:	

6. Users and/or Customers Affected by Incident (<i>Provide as much detail as possible</i>)		
Number of affected Users		Number of affected Customers
User Name	User Job Title	System access levels or rights of affected users: (<i>e.g., regular user, domain administrator, root</i>)
Additional User and/or Customer details:		

7. Systems Affected by Incident (<i>Provide as much detail as possible</i>)	
Attack sources (<i>e.g., IP address, port</i>):	
Attack destinations (<i>e.g., IP address, port</i>):	
IP addresses of affected systems:	
Domain names of affected systems:	
Primary functions of affected systems: (<i>e.g., web server, domain controller</i>)	
Operating systems of affected systems: (<i>e.g., version, service pack, configuration</i>)	
Patch level of affected systems: (<i>e.g., latest patches loaded, hotfixes</i>)	
Security software loaded on affect systems: (<i>e.g., anti-virus, anti-spyware, firewall, versions, date of latest definitions</i>)	
Physical location of affected systems: (<i>e.g., state, city, building, room, desk</i>)	
Additional system details:	

CONFIDENTIAL when filled out (Section 2059.55 TGC & Section 552.139 TGC)



CHILD SUPPORT DIVISION

ATTACHMENT E

**SECURITY INCIDENT REPORT
For Contractors or Vendors**

8. Remediation of Incident <i>(Provide as much detail as possible – include dates)</i>	
<p>Actions taken by Contractor to identify affected resources:</p> <p>Actions taken by Contractor to contain & investigate incident:</p>	
<p>Actions taken by Contractor to remediate incident:</p>	
<p>Actions taken by Contractor to verify successful remediation: (e.g., perform vulnerability scan, code review, system tests)</p>	
<p>Actions planned by Contractor to prevent similar incidents: <i>(provide timeline)</i></p>	
<p><i>Additional remediation details:</i></p>	

9. Timeline of Incident <i>(Provide as much detail as possible)</i>	
<p>a. Date and time when Contractor first detected, discovered, or was notified about the incident:</p>	
<p>b. Date and time when the actual incident occurred: <i>(estimation if exact date and time unknown)</i></p>	
<p>c. Date and time when the incident was contained, or when all affected systems or functions were restored: <i>(use whichever date and time is later)</i></p>	
<p>d. Elapsed time between the incident and discovery: <i>(e.g., difference between a. and b. above)</i></p>	
<p>e. Elapsed time between the discovery and restoration: <i>(e.g., difference between a. and c. above)</i></p>	

CONFIDENTIAL when filled out (Section 2059.55 TGC & Section 552.139 TGC)



CHILD SUPPORT DIVISION

ATTACHMENT E

SECURITY INCIDENT REPORT For Contractors or Vendors

Detailed incident timeline:		
Date	Time	Event/Action/Comment

10. Miscellaneous / Lessons Learned <i>(Provide any other relevant information)</i>

11. List of Attachments <i>(Include the name and date of each attachment)</i>

Please submit the completed form, attachments and all updates to:

Arthur Cantrell
 OAG-CSD Information Security Officer
 Mail Code 033-1
 5500 E. Oltorf P.O. Box 12017
 Austin, TX 78741 Austin, TX 78711-2017
 Office (512) 460-6061
 Fax (512) 460-6027
 Arthur.Cantrell@oag.texas.gov

***PLEASE NOTE:**

- All Security Incident Reporting Forms and accompanying documentation must be transmitted to OAG-CSD in a safe and secure manner.
- **Please encrypt all documents prior to transmission.**
- Please contact the ISO via phone to coordinate your fax transmission or decryption password.

“Upon discovering a possible improper inspection or disclosure of FTI, including breaches and security incidents, by a federal employee, a state employee, or any other person, the individual making the observation or receiving information must contact the office of the appropriate special agent-in-charge, TIGTA immediately, but no later than 24 hours after identification of a possible issue involving FTI. Call the local TITGA Field Division Office first.” “Concurrent to notifying TIGTA, the agency must notify the Office of Safeguards by email to Safeguards mailbox, safeguardreports@irs.gov.” (IRS publication 1075 §10.1)

If criminal action is suspected (e.g., violations of *Chapter 33, Penal Code, Computer Crimes*, or *Chapter 33A, Penal Code, Telecommunications Crimes*) the Contractor is also responsible for contacting the appropriate law enforcement and investigative authorities.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Respondent Signature)

(Respondent Printed Name)

(Respondent Title)

(Date)

(Organization)



CHILD SUPPORT DIVISION

Request for New County User

A criminal background review will be conducted prior to providing access to TXCSES systems. This form must be completed and returned to CSD-CountyAccess@oag.texas.gov before access can be granted.

Employee Name: _____

Other Names (i.e. maiden, etc.) _____

County: _____

Work Email Address: _____

Work Phone Number: _____

Responsibilities under the contract: _____

Date of Birth: _____

Driver's License Number: _____ State: _____

Social Security Number: _____

Supervisor's Signature

Title

Supervisor's Email Address

Date

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 08/13/2021 SUPPORTING DOCUMENT(S) ATTACHED? (**Y** / N)

NAME: Cheryl Chambers

PHONE: 972-825-5127 FAX: 972-825-5129

DEPARTMENT OR ASSOCIATION: Treasurer

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON CONSENT AGENDA: Authorize Cheryl Chambers, Ellis County Treasurer and Janet S. Martin, CPA, Ellis County Auditor as representatives of Ellis County to the Internal Revenue Service and Ellis County Judge, Todd Little to sign IRS Form 2848.

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval



Clear Form

ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR 2020-2021

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the 2020-2021 Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-508140	Inmate Feeding	\$ 27,598.00
	DECREASE	
	TOTAL:	\$ 27,598.00

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0015-507020	Repairs	\$ 27,598.00
	INCREASE	
	TOTAL:	\$ 27,598.00


08/25/2021
015 - JAIL

Signature *Date* *Department*

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____,

_____ COUNTY JUDGE

_____ COMMISSIONER PCT. 1

_____ COMMISSIONER PCT. 2

_____ COMMISSIONER PCT. 3

_____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: 



American Mechanical Services of Texas, LLC



Contract 458-14 HVAC Equipment, Service and Installation
Contract 461-14 Trade Services and Labor

August 24, 2021

Ellis County
101 W. Main St., Suite 203
Waxahachie, Texas 75165

Attention: Mark Thornton
Subject: 3rd Floor Plumbing Repairs
Locations: Detention center 3rd floor

We are pleased to propose the following for consideration of performing leak repairs on the 3rd floor plumbing in the 350 & 360 wings, cells W, X, Y, and Z.

We propose to furnish all labor and material for a **cost \$27,598.00**

Scope:

- **Provide and install new pipe and fittings to replace leaking parts in specific areas on the 3rd floor only**
- **All leaks will be repaired from below (2nd floor ceiling)**
- **Remove existing cast iron drain piping and haul off site for proper disposal**
- **All leaks included were based upon a visible inspection only and pointed out by building engineer**
- **Only associated pipe and fittings for the locations listed above are included in this repair**

*****Note** Wing 350 / Cells W & X has a total of 6 toilets & Wing 360 / Cells Y & Z has a total of 13 toilets. Pricing above is to repair leaks at the drain lines at these locations only***

Exclusions: Overtime labor

This proposal does not include any **sales tax, overtime labor, wall tear out or replacement**

This proposal will remain in effect for a period of thirty (30) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Sincerely,

Donny Foulks
Service Manager
AMS of Texas, LLC

Yes. We do accept this proposal _____

Print Name: _____ (Date)

Signature: _____



Plumbing

4410 Black Champ Rd
 Midlothian, TX 76065 License #M-36322
 Phone #(972) 351-9041 Fax # (972) 937-6321

Estimate

Date	Estimate #
8/20/2021	5599
PO	

Proposal Submitted To:
 Ellis County Sheriff's Department
 Attention Debra Brown
 300 S Jackson St
 Waxahachie TX 75165

Work To Be Performed At:
 Wayne McCollum Detention Center
 300 S Jackson St
 Waxahachie TX 75165
 EC

Description	Qty	Item	Cost	Total
Replacement of approximately 10'0" drain piping, fittings and bands for toilet and sink in 24 bathroom units				
Replacement of four (4) 4" cleanouts				
Sales Tax		Contract	87,600.00 0.00%	87,600.00T 0.00

Total \$87,600.00

We propose to furnish the materials and perform the labor necessary for the completion of the work listed above. Net due as listed above. After 30 days a charge of 1% may be added monthly on the unpaid balance. _____

Pricing is based on normal working conditions during normal business hours, unless otherwise stated. If construction requires additional work and/or equipment due to unforeseen circumstances or if specific material is requested, extra charges may apply. Owner will be informed of any extra charges prior to work being performed. A change order will be provided to owner with revised costs if requested.

Due to the fluctuation of material pricing, estimate pricing will be valid for 7 days only.

ACCEPTANCE OF BID
 The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment due as listed above. Sales tax is not included but will be applied on final invoice, if applicable.

Signature _____ Date _____



ELLIS COUNTY LINE ITEM ADJUSTMENT

FISCAL YEAR _____

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to the _____ Budget as follows:

TRANSFER FROM		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
TOTAL:		

TRANSFER TO		
ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
TOTAL:		

Janet S. Martin, CPA, CFE

Signature

Date

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, _____

_____ COUNTY JUDGE

_____ COMMISSIONER PCT. 1

_____ COMMISSIONER PCT. 2

_____ COMMISSIONER PCT. 3

_____ COMMISSIONER PCT. 4

REVIEWED BY COUNTY AUDITOR'S OFFICE: _____

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2019-2020-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court**. This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: August 18th, 2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y

/ N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 203, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: August 24th, 2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Consideration and action to approve the purchase of related services for Office 365 using BuyBoard Contract #579-19 with SHI Government Solutions, LLC.

*

County Attorney Approval



Pricing Proposal
Quotation #: 20821098
Created On: 8/3/2021
Valid Until: 8/27/2021

County of ELLIS

**Senior Inside Account
Manager**

Teral Crawford

101 West Main
Waxahachie, TX 75165
UNITED STATES
Phone: (972) 825-5018
Fax: (972) 825-5010
Email: teral.crawford@co.ellis.tx.us

Jeff Rosen

3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079 ext 8686150
Fax: (512)732-0232
Email: Jeff_Rosen@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 User Migration Bundle BitTitan - Part#: 700002 Contract Name: BuyBoard - Technology Contract #: 579-19	442	\$15.00	\$6,630.00
		Subtotal	\$6,630.00
		Shipping	\$0.00
		Total	\$6,630.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2019-2020-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court**. This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: August 18th, 2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y

/ N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 203, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: August 24th, 2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Consideration and action to approve the purchase of Office 365 Software Seats for 509 users using BuyBoard Contract #579-19 with SHI Government Solutions, LLC in the amount of \$199,528.00.

*

County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2019-2020-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court**. This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: August 25th, 2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y

/ N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 203, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: **August 31th, 2021**

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Consideration, Discussion and Approval for Installation Services of Office 365 Software Seats for 509 County staff using the BuyBoard Cooperative Contract #579-19 with SHI Government Solutions, LLC in the amount of \$41,232.00.

*

County Attorney Approval



Zimbra to Office 365 Migration

Statement of Work

For Ellis County, TX – County Office

SHI Government Solutions

SOW # 7674

August 25, 2021

Presented By
Jon Sonnen
Account Executive, SHI
Jon_Sonnen@SHI.com

Created By
Kevin Arsenault
Commercial Services Consultant

Table of Contents

- 1 Executive Summary3**
 - 1.1 Proposed Architecture:.....3
- 2 Project Description3**
 - 2.1 In Scope.....3
 - 2.2 Project Management6
 - 2.3 Deliverables6
 - 2.4 Project Specific Customer Responsibilities.....6
 - 2.5 Project Specific Assumptions.....7
 - 2.6 Out of Scope8
 - 2.7 Success Criteria8
- 3 Project Duration8**
- 4 Resources and Skills.....9**
- 5 Assumptions.....9**
- 6 Customer Responsibilities10**
- 7 Change Control Process11**
- 8 Project Initiation Process11**
- 9 Price and Payment Schedule12**
 - 9.1 Payment Schedule12
 - Required Software12
 - 9.2 Travel Expenses12
 - 9.3 Billing Terms.....12
 - 9.3.1 Exception12
 - 9.4 Final Acceptance.....13
- 10 Terms and Conditions13**
- 11 SOW Acceptance.....13**
- 12 Confidential14**
- 13 Appendix A: Billing Information.....14**
- 14 Appendix: Project Location & Contact Information14**

1 Executive Summary

Ellis County, TX – County Office (“Customer”) has engaged SHI Government Solutions (“SHI GS”) to Perform a Zimbra to Office 365 Migration (“Services”).

1.1 Proposed Architecture:

Customer plans to perform a Zimbra to Office 365 Migration. The proposed architecture is as follows:

Current Environment

- Zimbra Collaboration platform
 - Majority of users using OWA
 - Total 509 seats (from Client) Lists sent total 720
 - **County Office – 437** Generic and User Accounts
 - Distribution lists 20
- 2 different organizations using a single email system = Zimbra
- County and SO have independent Domains
- Current M365 E3

Target Environment

- Office 365 Tenant, with G3 licenses

2 Project Description

SHI GS shall provide the following services to Customer on fixed cost basis.

2.1 In Scope

Phase I: Planning and Design

- 1) Chair or participate in a kick-off meeting to ensure project goals are understood
- 2) Perform general environment checks to ensure stability to proceed:
 - a) Health Checks
 - i) Active Directory: DCDIAG and REPADMIN
 - ii) O365 Tenant
 - b) Backup Status
 - i) Active Directory
 - ii) Zimbra
 - c) Document via email the results of the above. Remediation of unsatisfactory results must already be included as part of the project scope, added to the project scope via a project change request, remediated by the customer, or acknowledged in writing by the customer as project risks prior to proceeding.
- 3) Conduct the Detailed Design & Planning Workshop (DDW)
 - a) Develop full understanding of business needs
 - b) Determine plan for Office 365 Tenant(s)
 - c) Analyze existing mail server configuration
 - d) Generate Detailed Design Document (DDD)
 - e) Determine Migration tool set
- 4) Determine Migration plan and schedule
- 5) **Receive Phase I sign-off**

Phase II: Build and Test

- 1) Implement/Validate health and configuration of internal domain and O365 tenant
 - a) Provision or validate Office 365 Tenant(s)
 - b) Validate Tenant settings and configuration
 - c) Run Remote Connectivity Analyzer
 - i) Diagnose & resolve any identified issues
 - d) Create Test Mailboxes
 - e) Test Auto-Discover DNS Record
 - f) Test Mailbox Access (From Internal & External Sites)
 - i) Outlook (MAPI & RPC/HTTP)
 - ii) OWA
 - iii) ActiveSync
- 2) Implement Directory and Password Synchronization
 - a) Update/Reconfigure existing Synchronization solutions
 - b) Deploy additional Sync Servers if needed
 - c) Update Active Directory accounts with appropriate SMTP/Proxy addresses
- 3) Configure BitTitan Cloud Service
- 4) Conduct Test Migrations
 - a) Provision test accounts and mailboxes specifically for testing purposes
 - b) Mailboxes will be migrated from on premises Exchange to Office 365 and linked to Active Directory accounts from the on premises Active Directory associated with the End User
- 5) Develop and confirm the customized processes and scripting required for the above
- 6) Develop User Information Handout to assist the users with the migration process, highlighting any actual changes but also pointing out that most items that do not change
- 7) Installation of BitTitan Device Management Agent on all end user's Windows computers (client is responsible for Agent installation – SHI GS will provide guidance/oversight)
- 8) Create and test Office 365 script for mailboxes
- 9) Conduct Pilot Migrations
 - a) Identify Pilot Users (list to be provided by the customer)
 - i) Approximately 10 users
 - ii) Must not include executives, department heads, or administrative assistants
 - b) Test Client Functionality
 - i) Mail flow
 - ii) Calendar
 - iii) Contacts
 - iv) GAL Lookups
 - v) External Mailbox Connectivity
 - (1) OWA
 - (2) RPC/HTTP
 - (3) ActiveSync
- 10) **Receive Phase II sign-off**

Phase III: Bulk Migrations

- 1) Conduct Bulk Migrations (up to 437 mailboxes)
 - a) Complete the migration of the remaining mailboxes to Office 365
 - b) Users to Test Client Functionality
 - i) Mail flow
 - ii) Calendar
 - iii) Contacts
 - iv) GAL Lookups
 - v) External Mailbox Connectivity
 - (1) OWA
 - (2) RPC/HTTP
 - (3) ActiveSync
- 2) Configure mail flow to route to Office 365
- 3) Migrate SMTP Relay Hosts to Office 365
 - a) Test SMTP Relay from Identified Hosts
 - b) Reconfiguration of the actual hosts (printers, fax machines, etc.) is the responsibility of the customer, however, SHI GS will assist in the identification of these senders via log analysis if requested
- 4) Create "As Built" Design and Current State Documentation (updated version of the DDD)
- 5) **Receive Phase III sign-off**

Phase IV – Office 365 Features, Knowledge Transfer and Project Close

- 1) Conduct focused and dedicated Knowledge Transfer (2 hours) on the transformed environment
- 2) Provide As-Built documentation (updated version of the DDD)
- 3) Conduct Close-Out Meeting and receive Project Sign-Off

Upon receipt of each deliverable listed above, customer will have five (5) business days to review and accept or reject. If customer does not provide written acceptance or rejection within the five (5) business days, the deliverable will be deemed accepted. There will be two (2) rounds of review allowed before the deliverable is deemed accepted.

SHI GS consultants will have adequate administrative access and connectivity including remote connectivity to efficiently perform the tasks required for the project:

1. Administrative credentials for all in-scope systems.
2. Remote Access capability such as VPN which will allow SHI GS consultants to independently access the customer network and work on the project. Alternative forms of access which are dependent upon customer personnel such as using a shared desktop accessed via WebEx or similar solutions are out of scope.

2.2 Project Management

SHI GS will provide a Project Manager to work with the Customer to see the entire project through to completion. The SHI GS project manager shall act as the primary point of contact for this engagement. This resource will be the first call for support of any kind at any time during the project. SHI GS project management covers items such as, but not limited to:

- Conducts a kickoff meeting to ensure all project deliverables are outlined and sets proper project expectations.
- Ensures project timelines, dependencies, budgets, and closure are met within the project lifecycle.
- Holds regular status meetings with Subcontractor's delivery team to identify proactively any issues that may arise to mitigate risk.
- Holds regular status meetings with the Customer to review project status, open action items, and upcoming tasks.
- Issues regular status reports to the management of all companies involved in the project.
- Facilitates any necessary change orders and administrative tasks, as necessary.
- Creates and maintains a stakeholder matrix throughout the project.
- Track risks and issues and will communicate those out in status meetings and on status reports.

2.3 Deliverables

All documents included in this section will be provided to the customer.

- As-Built Documentation

2.4 Project Specific Customer Responsibilities

1. Customer will provide designated points of contact to facilitate access to the network environment, connectivity to network segments, and any additional clarification of the environment as needed.
2. Customer will provide SHI GS access to existing network devices and access to the facilities containing these devices. Customer will provide on-site office facilities to SHI GS in support of this project if required.
3. Customer will provide all naming conventions, addressing, etc. to properly configure the devices.
4. Customer will perform and maintain backups throughout the project duration. SHI GS is not responsible for lost or corrupted data.
5. Customer is responsible for the base Operating System (OS) server builds. Servers built by the customer for this project will be provided with the base OS loaded, on the latest Service Pack, and fully patched. They will have permanent static IP addresses and the permanent names assigned, such that these will not be changed until after project acceptance and close-out. Servers will be built cleanly from unaltered Microsoft ISO images. If deployed from a template or cloned the template must be an unaltered base OS image and properly generalized using the SYSPREP utility prior to use in this engagement.

2.5 Project Specific Assumptions

1. The cost associated with this project is based on the services outlined in the Scope of Work.
2. All licenses, software, and hardware must be available prior to project commencement and are the responsibility of the customer.
3. Project will be delivered remotely as a Fixed Price engagement.
4. Remediation of AD, network, and other environment issues found during the course of the engagement is the responsibility of the customer unless specified otherwise within this Statement of Work.
5. Documentation, diagrams, and/or interviews with key staff will be provided by Customer at Project Launch.
6. SHI GS consultants will have adequate administrative access and connectivity including remote connectivity to perform the tasks required for the project:
 - a. Administrative credentials for all in-scope systems.
 - b. Remote Access capability such as Cisco VPN, Nortel Contivity, etc., which will allow SHI GS consultants to independently access the customer network and work on the project. Alternative forms of access which are dependent upon customer personnel such as using a shared desktop accessed via WebEx or similar solutions are out of scope.
7. A standard document template will be utilized for this service delivery. Additional or extended documentation requests are out of scope.
8. SHI GS is not responsible for delays caused by the Customer, or failures or delays in receiving data from customer or delays in scheduling. Scheduled sessions that are missed or delayed due to customer availability or other customer related reasons with less than one-hour notice will be billed in full if Time & Materials or may be included in a change order if Fixed Price.
9. Change Management – SHI GS will participate in the customer’s Change Management system for technical changes provided this involvement is minimized during fixed-price engagements. Total time related to technical Change Management for this engagement was estimated not to exceed one hour. Additional technical Change Management can be provided via a project change request.
10. Unless specified otherwise within this Statement of Work, SHI GS will provide two hours of dedicated Knowledge Transfer and turnover at the conclusion of the project. Time in excess of this amount due to Customer requests for technical support, additional training, additional documentation, or other requests will be addressed via a change order.
11. In scope hardware is under warranty and has remote management capabilities. Hardware and software must be covered under a support contract enabling support tickets to be opened if required.
12. Once the servers and applications have been deployed at the agreed upon OS, Service Pack, Application, Hotfix, and/or Rollup levels, subsequent patching and maintenance is the responsibility of the customer.
13. Firewall, switch, router, and network load balancer configurations – SHI GS will provide IP and port information to the customer who will then perform the actual configuration of these devices. SHI GS is not responsible for the configuration of these devices.
14. Mobile Devices (iPhones, Androids, Blackberries, Windows Mobile, etc.): It is assumed the customer Desktop team and Helpdesk will support mobile device users during the course of this engagement, if any is required. The same is true for end-user workstations, laptops, and Outlook configurations.

15. In the event that timely approval of any necessary change requests is not provided, it is understood by the customer that the delivery team will cease activities until it is provided.
16. Other deliverables, installation of hardware or software, or configuration of applications that are not specifically listed are out of scope.

2.6 Out of Scope

Any services not explicitly listed above as “In Scope” shall be considered out of scope for this project. Additionally, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Onsite support
- Public folder or PST migrations
- SharePoint, Teams or OneDrive configuration or migration
- Phone System Integration
- Patching or other maintenance to existing systems (other than Exchange patching)
- Remediation of existing Exchange or Active Directory issues
- Decommission of legacy messaging system
- Operational, unscheduled, or emergency support
- Software/Hardware Purchase/Acquisition
- Licensing Purchase/Acquisition/Troubleshooting
- Certification Training
- Resolution of End User Desktop issues or installation/upgrade of desktop software.
- Other deliverables, installation of hardware or software, or configuration of applications that are not specifically listed.

2.7 Success Criteria

The project milestones and success criteria for each milestone are as follows:

1. **SOW Signature:**
 - a. Customer and SHI GS sign this agreement.
2. **Project Close**
 - a. Customer agrees there are no outstanding action items or tasks.
 - b. Customer agrees all deliverables have been received.
 - c. Customer Project Sponsor signs the *Project Close* form indicating all project objectives were accomplished.

3 Project Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated. The estimated project duration is 5 weeks*.

SHI GS and the customer will provide the required resources to deliver this project within the estimated duration. SHI GS and the customer will allow for reasonable accommodations due to holidays, vacations, and unforeseen delays in deliveries.

** Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement. (Does reflect Level of effort, or fulltime resources)*

4 Resources and Skills

SHI GS will provide individual resources outlined below to be participants for this effort. These resources will participate in all required steps and will be fully or partially responsible for tasks where appropriate:

Name	Role	Involvement
Engineer	Responsible for Zimbra to Office 365 migration.	Full Time
Project Manager	Responsible for management of the project.	Part Time

5 Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. Minimum lead time for scheduling is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between SHI GS and Customer; whichever date is later. Should you require more aggressive scheduling, please contact SHI GS to determine availability.
2. Please note that the time designated for Knowledge Transfer is throughout the project. Customer is responsible for providing a resource or resources focused on this project and the extent of the knowledge transfer is dependent upon the availability of these resources. A maximum of two hours of dedicated knowledge transfer at the project's conclusion will be provided unless otherwise noted within this Statement of Work.
3. SHI GS is not responsible for delays caused by failures; including but not exclusive to systems, personnel or environmental causes or in receiving data from Customer.
4. Any restrictions or requirements regarding the SHI GS consultants' use of personal equipment must be stated in advance of the commencement of the project.
5. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Customer. All wiring, hardware, and software required to perform the above services are in working order.
6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM local time. Any work performed outside these hours must be previously agreed upon by both parties and scheduled in advance.
8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

6 Customer Responsibilities

Both Customer and SHI GS are responsible for the successful execution of this engagement. Prior to the start of this SOW, Customer will indicate to SHI GS in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the “Customer Contact”). The Customer Contact is responsible for the following:

1. Perform a full working backup prior to the commencement of services as SHI GS is not responsible for lost data.
2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
3. Acting for the Customer in all aspects of the project; however, any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
4. Making the necessary administrative usernames and passwords available to the engineer.
5. Providing detailed and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
6. Providing the necessary workspace and network access to provide the above services.
7. Providing access to building(s) and room(s) as necessary to complete the project.
8. Obtaining and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Ensuring that SHI GS project personnel have reasonable and safe access to the project site and adequate office space, if required.
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project (“Technical Contacts”). SHI GS may request that meetings be scheduled with Technical Contacts.
11. Informing SHI GS of all access issues and security measures and provide access to all necessary hardware and facilities as required.

Customer will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Name	Role	Involvement
Sponsor / Project Manager	Project and resource coordination to support the effort as well as authority to make decisions and acceptance at project completion.	Part-time
IT Resource(s)	Provide access to workspace, building access, and general IT requests related to the effort. May also have responsibility for network, data center and project team activities.	Part-time

7 Change Control Process

The “Change Control Process” is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration.

Under the Change Control Process, a written “Change Request” will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

SHI GS and Customer will review the change request. All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.

8 Project Initiation Process

Upon receipt of a signed SOW and Purchase Order, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with SHI GS and Customer's Team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Customer's team who will be involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the project kick-off meeting, minutes of the Kick-off meeting will be created based on the meeting discussion and distributed to Customer. Any changes to the project scope will be documented in these minutes. If Change Orders are necessary due to scope changes, that process will be initiated after the Kick-off meeting.

9 Price and Payment Schedule

SHI GS proposes to deliver the services described here for a fixed price for the fees set forth below:

Program Component	Fee
Zimbra to Office 365 Migration	\$41,232

This SOW is valid for 60 days from 8/25/2021.

Any additional work that is required outside the scope of this SOW requires written approval by SHI GS and Customer as described in the Change Control Process described previously in this document and will be billed at a rate mutually agreed upon by SHI GS and Customer.

9.1 Payment Schedule

The following table describes the project milestones. When these are completed and approved by Customer, SHI GS will invoice the specified amount.

Billing Milestones	%	Fee
SOW Signing	50%	20,616
Project Close	50%	20,616
Total		\$41,232

Required Software

- 442 licenses of BitTitan MigrationWiz software will be required for this project and will be quoted/provided by SHI GS Separately. This number includes five test accounts.

9.2 Travel Expenses

No travel expenses will be charged on this project without an approved Change Request.

9.3 Billing Terms

SHI GS will request the approval of Customer when a milestone (see Payment Schedule above) has been completed. Upon receipt of Customer's approval, SHI GS will invoice Customer for the milestone. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order. Tax will be applied to the address in the Billing Contact Information Table in Section 13 unless otherwise specified in "Exception" section below.

9.3.1 Exception

No exceptions apply.

9.4 Final Acceptance

At the completion of the work SHI GS will provide a “Project Acceptance Form” for execution by Customer. Customer’s signature on this form signifies the Customer’s Final Acceptance of the work, and agreement that all Deliverables have been completed in accordance with the SOW and the final invoice may be issued by SHI GS. If the Customer does not so accept the Deliverables then Customer shall, within a reasonable time after receipt of the Project Acceptance Form, state specifically which Deliverables were not Final Accepted and why, and return the form to SHI GS for resolution.

If Customer does not return the Project Acceptance Form within fifteen calendar days after the date of its transmittal, Customer shall be deemed to have Final Accepted the Deliverables, and consequently, the remainder of the Services, and SHI GS will invoice the Customer for the remainder of the price due to SHI GS.

10 Terms and Conditions

This statement of work (SOW) is governed by the terms and conditions of the BuyBoard 579-19 document. This agreement shall be considered an SOW for purposes of the Terms and Conditions.”

11 SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes SHI GS to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

Ellis County, TX – County Office		SHI Government Solutions	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	
Purchase Order			

12 Confidential

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Customer’s organization. If a contract is awarded to SHI GS as a result of or in connection with the submission of this document, Customer shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Customer and SHI GS. This restriction does not limit Customer’s right to use information contained in this document if it is obtained from another source without restriction.

13 Appendix A: Billing Information

The location(s) of services to be provided and billing contact is:

Billing Information
Company Name Ellis County, TX – County Office
Street Address 109 South Jackson
City, State, Zip Code Waxahachie, TX 75165
Contact Name and Title Ramon Doakes
Contact Phone Number and E-mail Address <u>ramon.doakes@co.ellis.tx.us</u> 972-825-5038

14 Appendix: Project Location & Contact Information

Site Information
Street Address Work to be performed remotely
Contact Name & Information Ramon Doakes

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2019-2020-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: August 25th, 2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y

/ N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 203, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: **August 31th, 2021**

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Consideration, Discussion and Approval for Installation Services of Office 365 Software Seats for 283 Sheriff's Office staff using the BuyBoard Cooperative Contract #579-19 with SHI Government Solutions, LLC in the amount of \$29,866.00.

*

County Attorney Approval



Zimbra to Office 365 Migration

Statement of Work

For County of Ellis, TX – Sheriff's Office

SHI Government Solutions

SOW # 8008

August 25, 2021

Presented By
Jon Sonnen
Account Executive, SHI
Jon_Sonnen@SHI.com

Created By
Kevin Arsenault
Commercial Services Consultant

Table of Contents

1	Executive Summary	3
1.1	Proposed Architecture:.....	3
2	Project Description	3
2.1	In Scope.....	3
2.2	Project Management	6
2.3	Deliverables	6
2.4	Project Specific Customer Responsibilities.....	6
2.5	Project Specific Assumptions.....	7
2.6	Out of Scope	8
2.7	Success Criteria	8
3	Project Duration	8
4	Resources and Skills	9
5	Assumptions	9
6	Customer Responsibilities	10
7	Change Control Process	11
8	Project Initiation Process	11
9	Price and Payment Schedule	12
9.1	Payment Schedule	12
	Required Software	12
9.2	Travel Expenses	12
9.3	Billing Terms.....	12
9.3.1	Exception	12
9.4	Final Acceptance.....	13
10	Terms and Conditions	13
11	SOW Acceptance	13
12	Confidential	14
13	Appendix A: Billing Information	14
14	Appendix: Project Location & Contact Information	14

1 Executive Summary

County of Ellis, TX – Sheriff’s Office (“Customer”) has engaged SHI Government Solutions (“SHI GS”) to perform a Zimbra to Office 365 Migration (“Services”).

1.1 Proposed Architecture:

Customer plans to perform a Zimbra to Office 365 Migration. The proposed architecture is as follows:

Current Environment

- Zimbra Collaboration platform
 - Majority of users using OWA
 - Total 509 seats (from Client) Lists sent total 720
 - **Sheriff Office** – 283 Generic and User Accounts
 - Distribution lists 59
- County and Sheriff’s Office are separate entities yet same budgetary concern
- 2 different organizations using a single email system = Zimbra and single AD
- County and SO have independent Domains
- Current M365 E3

Target Environment

- Office 365, G3 licenses
- Sheriff’s office will be in its own O365 tenant using cloud only accounts
- New primary SMTP address to be added for the Sheriff’s Office separate from the current county SMTP address

2 Project Description

SHI GS shall provide the following services to Customer on fixed cost basis.

2.1 In Scope

Phase I: Planning and Design

- 1) Chair or participate in a kick-off meeting to ensure project goals are understood
- 2) Perform general environment checks to ensure stability to proceed:
 - a) Health Checks
 - i) Active Directory: DCDIAG and REPADMIN
 - ii) O365 Tenant
 - b) Backup Status
 - i) Active Directory
 - ii) Zimbra
 - c) Document via email the results of the above. Remediation of unsatisfactory results must already be included as part of the project scope, added to the project scope via a project change request, remediated by the customer, or acknowledged in writing by the customer as project risks prior to proceeding.
- 3) Conduct the Detailed Design & Planning Workshop (DDW)
 - a) Develop full understanding of business needs

- b) Determine plan for Office 365 Tenant(s)
- c) Analyze existing mail server configuration
- d) Generate Detailed Design Document (DDD)
- e) Determine Migration tool set
- 4) Determine Migration plan and schedule
- 5) **Receive Phase I sign-off**

Phase II: Build and Test

- 1) Implement/Validate health and configuration of internal domain and O365 tenant
 - a) Provision or validate Office 365 Tenant(s)
 - b) Validate Tenant settings and configuration
 - c) Run Remote Connectivity Analyzer
 - i) Diagnose & resolve any identified issues
 - d) Create Test Mailboxes
 - e) Test Auto-Discover DNS Record
 - f) Test Mailbox Access (From Internal & External Sites)
 - i) Outlook (MAPI & RPC/HTTP)
 - ii) OWA
 - iii) ActiveSync
- 2) Create all email accounts for all Sheriff mailboxes (283)
- 3) Configure BitTitan Cloud Service
- 4) Conduct Test Migrations
 - a) Provision test accounts and mailboxes specifically for testing purposes
 - b) Mailboxes will be migrated from on-premises mailboxes to Office 365 and linked to Active Directory accounts from the on-premises Active Directory associated with the End User
- 5) Develop and confirm the customized processes and scripting required for the above
- 6) Develop User Information Handout to assist the users with the migration process, highlighting any actual changes but also pointing out that most items that do not change
- 7) Installation of BitTitan Device Management Agent on all end user's Windows computers (client is responsible for Agent installation – SHI GS will provide guidance/oversight)
- 8) Create and test Office 365 script for mailboxes
- 9) Conduct Pilot Migrations
 - a) Identify Pilot Users (list to be provided by the customer)
 - i) Approximately 10 users
 - ii) Must not include executives, department heads, or administrative assistants
 - b) Test Client Functionality
 - i) Mail flow
 - ii) Calendar
 - iii) Contacts
 - iv) GAL Lookups
 - v) External Mailbox Connectivity
 - (1) OWA
 - (2) RPC/HTTP
 - (3) ActiveSync
- 10) **Receive Phase II sign-off**

Phase III: Bulk Migrations

- 1) Conduct Bulk Migrations (up to 283 mailboxes)
 - a) Complete the migration of the remaining mailboxes to Office 365
 - b) Users to Test Client Functionality
 - i) Mail flow
 - ii) Calendar
 - iii) Contacts
 - iv) GAL Lookups
 - v) External Mailbox Connectivity
 - (1) OWA
 - (2) RPC/HTTP
 - (3) ActiveSync
- 2) Configure mail flow to route to Office 365
- 3) Migrate SMTP Relay Hosts to Office 365
 - a) Test SMTP Relay from Identified Hosts
 - b) Reconfiguration of the actual hosts (printers, fax machines, etc.) is the responsibility of the customer, however, SHI GS will assist in the identification of these senders via log analysis if requested
- 4) Create “As Built” Design and Current State Documentation (updated version of the DDD)
- 5) **Receive Phase III sign-off**

Phase IV – Office 365 Features, Knowledge Transfer and Project Close

- 1) Conduct focused and dedicated Knowledge Transfer (2 hours) on the transformed environment
- 2) Provide As-Built documentation (updated version of the DDD)
- 3) Conduct Close-Out Meeting and receive Project Sign-Off

Upon receipt of each deliverable listed above, customer will have five (5) business days to review and accept or reject. If customer does not provide written acceptance or rejection within the five (5) business days, the deliverable will be deemed accepted. There will be two (2) rounds of review allowed before the deliverable is deemed accepted.

SHI GS consultants will have adequate administrative access and connectivity including remote connectivity to efficiently perform the tasks required for the project:

1. Administrative credentials for all in-scope systems.
2. Remote Access capability such as VPN which will allow SHI GS consultants to independently access the customer network and work on the project. Alternative forms of access which are dependent upon customer personnel such as using a shared desktop accessed via WebEx or similar solutions are out of scope.

2.2 Project Management

SHI GS will provide a Project Manager to work with the Customer to see the entire project through to completion. The SHI GS project manager shall act as the primary point of contact for this engagement. This resource will be the first call for support of any kind at any time during the project. SHI GS project management covers items such as, but not limited to:

- Conducts a kickoff meeting to ensure all project deliverables are outlined and sets proper project expectations.
- Ensures project timelines, dependencies, budgets, and closure are met within the project lifecycle.
- Holds regular status meetings with Subcontractor's delivery team to identify proactively any issues that may arise to mitigate risk.
- Holds regular status meetings with the Customer to review project status, open action items, and upcoming tasks.
- Issues regular status reports to the management of all companies involved in the project.
- Facilitates any necessary change orders and administrative tasks, as necessary.
- Creates and maintains a stakeholder matrix throughout the project.
- Track risks and issues and will communicate those out in status meetings and on status reports.

2.3 Deliverables

All documents included in this section will be provided to the customer.

- As-Built Documentation

2.4 Project Specific Customer Responsibilities

1. Customer will provide designated points of contact to facilitate access to the network environment, connectivity to network segments, and any additional clarification of the environment as needed.
2. Customer will provide SHI GS access to existing network devices and access to the facilities containing these devices. Customer will provide on-site office facilities to SHI GS in support of this project if required.
3. Customer will provide all naming conventions, addressing, etc. to properly configure the devices.
4. Customer will perform and maintain backups throughout the project duration. SHI GS is not responsible for lost or corrupted data.
5. Customer is responsible for the base Operating System (OS) server builds. Servers built by the customer for this project will be provided with the base OS loaded, on the latest Service Pack, and fully patched. They will have permanent static IP addresses and the permanent names assigned, such that these will not be changed until after project acceptance and close-out. Servers will be built cleanly from unaltered Microsoft ISO images. If deployed from a template or cloned the template must be an unaltered base OS image and properly generalized using the SYSPREP utility prior to use in this engagement.

2.5 Project Specific Assumptions

1. The cost associated with this project is based on the services outlined in the Scope of Work.
2. All licenses, software, and hardware must be available prior to project commencement and are the responsibility of the customer.
3. Project will be delivered remotely as a Fixed Price engagement.
4. Remediation of AD, network, and other environment issues found during the course of the engagement is the responsibility of the customer unless specified otherwise within this Statement of Work.
5. Documentation, diagrams, and/or interviews with key staff will be provided by Customer at Project Launch.
6. SHI GS consultants will have adequate administrative access and connectivity including remote connectivity to perform the tasks required for the project:
 - a. Administrative credentials for all in-scope systems.
 - b. Remote Access capability such as Cisco VPN, Nortel Contivity, etc., which will allow SHI GS consultants to independently access the customer network and work on the project. Alternative forms of access which are dependent upon customer personnel such as using a shared desktop accessed via WebEx or similar solutions are out of scope.
7. A standard document template will be utilized for this service delivery. Additional or extended documentation requests are out of scope.
8. SHI GS is not responsible for delays caused by the Customer, or failures or delays in receiving data from customer or delays in scheduling. Scheduled sessions that are missed or delayed due to customer availability or other customer related reasons with less than one-hour notice will be billed in full if Time & Materials or may be included in a change order if Fixed Price.
9. Change Management – SHI GS will participate in the customer's Change Management system for technical changes provided this involvement is minimized during fixed-price engagements. Total time related to technical Change Management for this engagement was estimated not to exceed one hour. Additional technical Change Management can be provided via a project change request.
10. Unless specified otherwise within this Statement of Work, SHI GS will provide two hours of dedicated Knowledge Transfer and turnover at the conclusion of the project. Time in excess of this amount due to Customer requests for technical support, additional training, additional documentation, or other requests will be addressed via a change order.
11. In scope hardware is under warranty and has remote management capabilities. Hardware and software must be covered under a support contract enabling support tickets to be opened if required.
12. Once the servers and applications have been deployed at the agreed upon OS, Service Pack, Application, Hotfix, and/or Rollup levels, subsequent patching and maintenance is the responsibility of the customer.
13. Firewall, switch, router, and network load balancer configurations – SHI GS will provide IP and port information to the customer who will then perform the actual configuration of these devices. SHI GS is not responsible for the configuration of these devices.
14. Mobile Devices (iPhones, Androids, Blackberries, Windows Mobile, etc.): It is assumed the customer Desktop team and Helpdesk will support mobile device users during the course of this engagement, if any is required. The same is true for end-user workstations, laptops, and Outlook configurations.
15. In the event that timely approval of any necessary change requests is not provided, it is understood by the customer that the delivery team will cease activities until it is provided.

16. Other deliverables, installation of hardware or software, or configuration of applications that are not specifically listed are out of scope.

2.6 Out of Scope

Any services not explicitly listed above as “In Scope” shall be considered out of scope for this project. Additionally, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Onsite support
- Public folder or PST migrations
- SharePoint, Teams or OneDrive configuration or migration
- Phone System Integration
- Patching or other maintenance to existing systems
- Remediation of existing messaging system or Active Directory issues
- Decommission of legacy messaging system
- Operational, unscheduled, or emergency support
- Software/Hardware Purchase/Acquisition
- Licensing Purchase/Acquisition/Troubleshooting
- Certification Training
- Resolution of End User Desktop issues or installation/upgrade of desktop software.
- Other deliverables, installation of hardware or software, or configuration of applications that are not specifically listed

2.7 Success Criteria

The project milestones and success criteria for each milestone are as follows:

1. **SOW Signature:**
 - a. Customer and SHI GS sign this agreement
2. **Project Close**
 - a. Customer agrees there are no outstanding action items or tasks.
 - b. Customer agrees all deliverables have been received.
 - c. Customer Project Sponsor signs the Project Close form indicating all project objectives were accomplished.

3 Project Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated. The estimated project duration is 5 Weeks*.

SHI GS and the customer will provide the required resources to deliver this project within the estimated duration. SHI GS and the customer will allow for reasonable accommodations due to holidays, vacations, and unforeseen delays in deliveries.

** Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement. (Does reflect Level of effort, or fulltime resources)*

4 Resources and Skills

SHI GS will provide individual resources outlined below to be participants for this effort. These resources will participate in all required steps and will be fully or partially responsible for tasks where appropriate:

Name	Role	Involvement
Engineer	Responsible for Zimbra to Office 365 migration.	Full Time
Project Manager	Responsible for management of the project.	Part Time

5 Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. Minimum lead time for scheduling is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between SHI GS and Customer; whichever date is later. Should you require more aggressive scheduling, please contact SHI GS to determine availability.
2. Please note that the time designated for Knowledge Transfer is throughout the project. Customer is responsible for providing a resource or resources focused on this project and the extent of the knowledge transfer is dependent upon the availability of these resources. A maximum of two hours of dedicated knowledge transfer at the project’s conclusion will be provided unless otherwise noted within this Statement of Work.
3. SHI GS is not responsible for delays caused by failures; including but not exclusive to systems, personnel or environmental causes or in receiving data from Customer.
4. Any restrictions or requirements regarding the SHI GS consultants’ use of personal equipment must be stated in advance of the commencement of the project.
5. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Customer. All wiring, hardware, and software required to perform the above services are in working order.
6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM local time. Any work performed outside these hours must be previously agreed upon by both parties and scheduled in advance.
8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

6 Customer Responsibilities

Both Customer and SHI GS are responsible for the successful execution of this engagement. Prior to the start of this SOW, Customer will indicate to SHI GS in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the “Customer Contact”). The Customer Contact is responsible for the following:

1. Perform a full working backup prior to the commencement of services as SHI GS is not responsible for lost data
2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible
3. Acting for the Customer in all aspects of the project; however, any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties
4. Making the necessary administrative usernames and passwords available to the engineer
5. Providing detailed and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment
6. Providing the necessary workspace and network access to provide the above services
7. Providing access to building(s) and room(s) as necessary to complete the project
8. Obtaining and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time
9. Ensuring that SHI GS project personnel have reasonable and safe access to the project site and adequate office space, if required
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project (“Technical Contacts”). SHI GS may request that meetings be scheduled with Technical Contacts
11. Informing SHI GS of all access issues and security measures and provide access to all necessary hardware and facilities as required

Customer will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Name	Role	Involvement
Sponsor / Project Manager	Project and resource coordination to support the effort as well as authority to make decisions and acceptance at project completion.	Part-time
IT Resource(s)	Provide access to workspace, building access, and general IT requests related to the effort. May also have responsibility for network, data center and project team activities.	Part-time

7 Change Control Process

The “Change Control Process” is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration.

Under the Change Control Process, a written “Change Request” will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

SHI GS and Customer will review the change request. All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.

8 Project Initiation Process

Upon receipt of a signed SOW and Purchase Order, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with SHI GS and Customer's Team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Customer's team who will be involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the project kick-off meeting, minutes of the Kick-off meeting will be created based on the meeting discussion and distributed to Customer. Any changes to the project scope will be documented in these minutes. If Change Orders are necessary due to scope changes, that process will be initiated after the Kick-off meeting.

9 Price and Payment Schedule

SHI GS proposes to deliver the services described here for a fixed price for the fees set forth below:

Program Component	Fee
Zimbra to Office 365 Migration	\$29,866

This SOW is valid for 60 days from 8/25/2021.

Any additional work that is required outside the scope of this SOW requires written approval by SHI GS and Customer as described in the Change Control Process described previously in this document and will be billed at a rate mutually agreed upon by SHI GS and Customer.

9.1 Payment Schedule

The following table describes the project milestones. When these are completed and approved by Customer, SHI GS will invoice the specified amount.

Billing Milestones	%	Fee
SOW Signing	50%	\$14,933
Project Close	50%	\$14,933
Total		\$29,866

Required Software

- 288 licenses of BitTitan MigrationWiz software will be required for this project and will be quoted/provided by SHI GS separately. This number includes five test accounts.

9.2 Travel Expenses

No travel expenses will be charged on this project without an approved Change Request.

9.3 Billing Terms

SHI GS will request the approval of Customer when a milestone (see Payment Schedule above) has been completed. Upon receipt of Customer’s approval, SHI GS will invoice Customer for the milestone. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order. Tax will be applied to the address in the Billing Contact Information Table in Section 13 unless otherwise specified in “Exception” section below.

9.3.1 Exception

No exceptions apply.

9.4 Final Acceptance

At the completion of the work SHI GS will provide a “Project Acceptance Form” for execution by Customer. Customer’s signature on this form signifies the Customer’s Final Acceptance of the work, and agreement that all Deliverables have been completed in accordance with the SOW and the final invoice may be issued by SHI GS. If the Customer does not so accept the Deliverables then Customer shall, within a reasonable time after receipt of the Project Acceptance Form, state specifically which Deliverables were not Final Accepted and why, and return the form to SHI GS for resolution.

If Customer does not return the Project Acceptance Form within fifteen calendar days after the date of its transmittal, Customer shall be deemed to have Final Accepted the Deliverables, and consequently, the remainder of the Services, and SHI GS will invoice the Customer for the remainder of the price due to SHI GS.

10 Terms and Conditions

This statement of work (SOW) is governed by the terms and conditions of the BuyBoard 579-19 document. This agreement shall be considered an SOW for purposes of the Terms and Conditions.”

11 SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes SHI GS to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

County of Ellis, TX – Sheriff’s Office		SHI Government Solutions	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	
Purchase Order			

12 Confidential

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Customer’s organization. If a contract is awarded to SHI GS as a result of or in connection with the submission of this document, Customer shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Customer and SHI GS. This restriction does not limit Customer’s right to use information contained in this document if it is obtained from another source without restriction.

13 Appendix A: Billing Information

The location(s) of services to be provided and billing contact is:

Billing Information
Street Address 109 South Jackson
City, State, Zip Code Waxahachie, TX 75165
Contact Name and Title Ramon Doakes
Contact Phone Number and E-mail Address <u>ramon.doakes@co.ellis.tx.us</u> 972-825-5038
Street Address 109 South Jackson

14 Appendix: Project Location & Contact Information

Site Information
Street Address Work to be performed remotely
Contact Name & Information Ramon Doakes

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: August 24, 2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 203, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: August 31, 2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Consideration and approval to renew the following bid for a period ending February 28, 2022 for Bid No. 2019-017 Armored Car Services for Ellis County Using Choice Partners Cooperative Contract # 18/068MR

*
County Attorney Approval



**ARMORED CAR SERVICE FOR ELLIS COUNTY
USING CHOICE PARTNERS COOPERATIVE CONTRACT #18/068MR**

Renewal Effective Dates

November 14, 2021 through February 28, 2022

Pricing:

- 701 S Interstate 35 Waxahachie, 75165. \$484.00 per month 8 min and 3 items \$10K.
- 101 W Main Street, Suite 203 Waxahachie, 75165. \$580.90 (Treasurer)
- 101 W Main Waxahachie, 75165. \$484.00 per month 8 min and 3 items \$10K.
- 301 N 8th Street Midlothian, 76065. \$484.00 per month 8 min and 3 items \$10K.
- 207 S Sonoma Trail Ennis, 75119. \$271.67 (JP1)
- 109 Jackson Street Waxahachie, 75165. \$484.00 (Tax Office)
- 207 S. Sonoma Trail Ennis, 75119. \$271.67 (Tax Office)
- 301 N 9th Midlothian, 76065. \$484.00 per month 8 min and 3 items \$150K.
- 101 Live Oak Red oak, 75154. \$484.00 per month 8 min and 3 items \$150K.

All other terms and conditions remain the same as under the current Choice Partners Cooperative Contract.

This bid contained an option for three (3) one-year renewal options. If you agree to this renewal option, please sign this form and email back to purchasing@co.ellis.tx.us or fax to 972-825-5119.

Brink's, Inc.

_____ Date _____
Authorized Representative

_____ Date _____
Todd Little, County Judge

_____ Date _____
County Clerk, Attest

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: August 25th, 2021 SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: E.J. Harbin

PHONE: 972-825-5117 FAX: 972-825-5119

DEPARTMENT OR ASSOCIATION: Purchasing

ADDRESS: 101 W. Main St., Suite 102, Waxahachie, TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: **August 31th, 2021**

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration and approval to purchase a Generac RG10090GNAC Commercial 100kW Generator and Transfer Switch in an amount of \$32,392.35 for Juvenile Justice Alternative Education Program facility expansion using the BuyBoard Cooperative Contract number 577-18 from Crawford Electric Supply Company.

*

County Attorney Approval



Quotation

CRAWFORD ELECTRIC SUPPLY RTFW
630 N FREEWAY STE 350
FORT WORTH, TX 76102
817-338-1480 Fax 817-429-1373

QUOTE DATE	QUOTE NUMBER
07/29/21	S010366219
PAGE NO.	
1 of 1	

nashley@crawfordelectricsupply.com

QUOTE TO:
 CASH SALE FTW COMMERCIAL ACCOUNT
 630 NORTH FWY
 STE 350
 FORT WORTH, TX 76102-1728

SHIP TO:
 CASH SALE FTW COMMERCIAL ACCOU
 101 W. MAIN STREET
 STE 203
 WAXAHACHIE, TX 75165-0410

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO		
6890	ELLIS COUNTY		ELLIS COUNTY		
SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE		
NICHOLAS ASHLEY	BID	No	11:59pm CT 08/28/21		
ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
1ea		CUSTOMER MISC ADJUSTMENT GENERAC RG10090GNAC	26900.000	e	26900.00
1ea	69647111423	GENERAC RTSN400G3 400 AMP 120/208 3Ä AUTO TRANSFER SW Item is subject to NS return policy	3023.650	e	3023.65

TERMS & CONDITIONS

OUR PRODUCTS AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.crawfordelectricsupply.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID, AND OF NO FORCE OR EFFECT. WIRE & PIPE PRICES ARE ONLY GOOD FOR CURRENT DAY.

Subtotal	29923.65
S&H CHGS	0.00
Sales Tax	2468.70
Amount Due	32392.35

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 08/25/2021 SUPPORTING DOCUMENT(S) ATTACHED? (Yes)

NAME: Ted Kantor

PHONE: 972-825-5112 FAX: _____

DEPARTMENT OR ASSOCIATION: Engineering

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: 09/07/2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

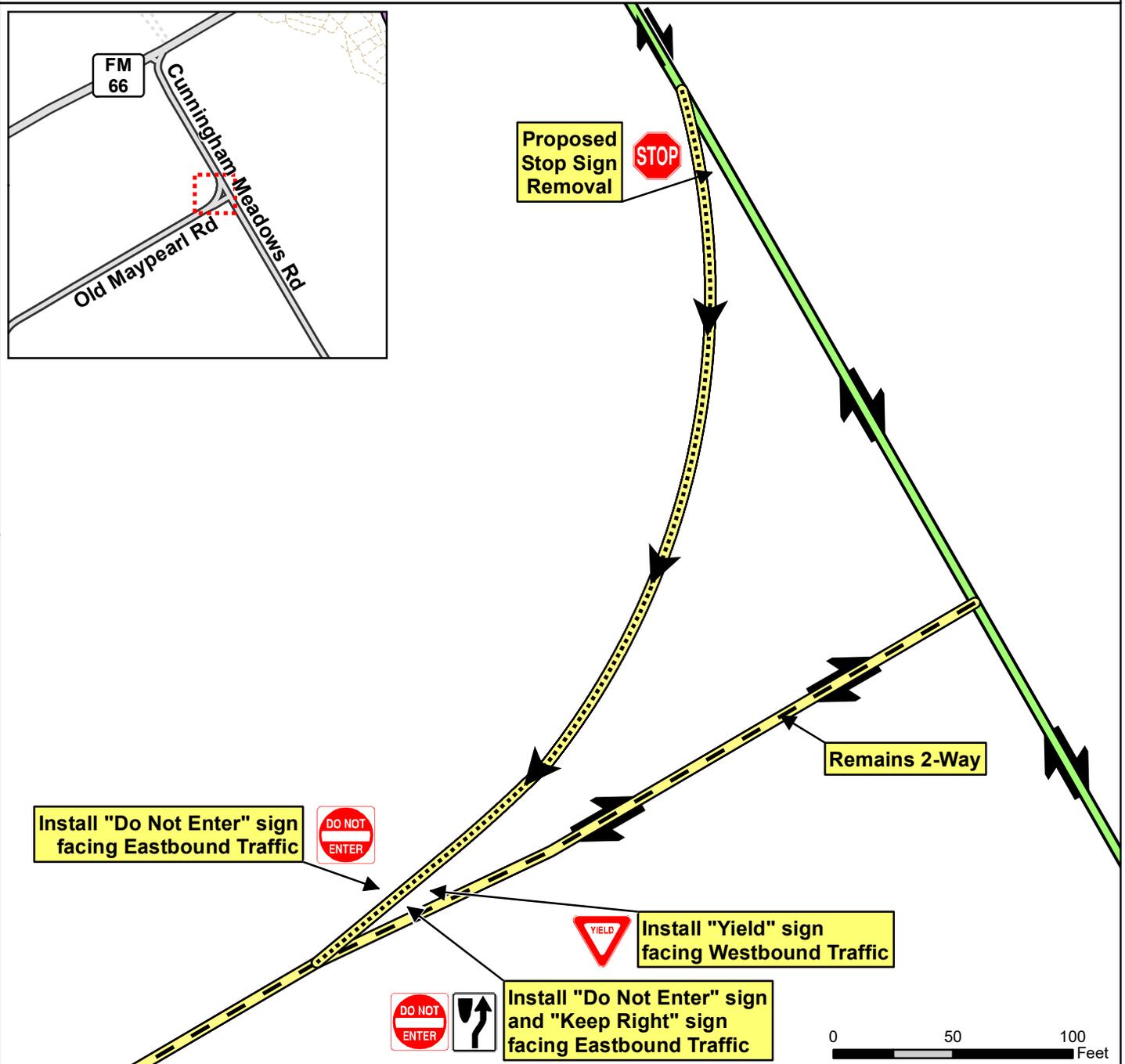
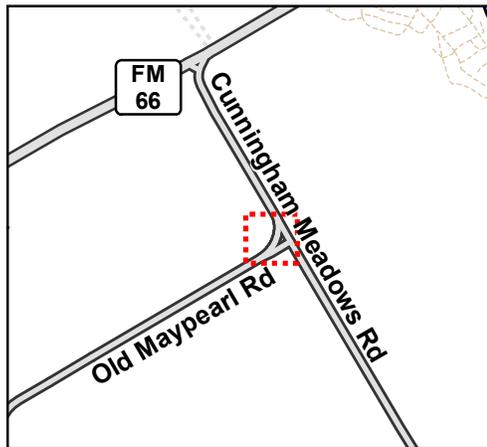
- Public hearing on proposed traffic flow changes at the intersection of Cunningham Meadows Road and Old Maypearl Road.
- Discussion for action on proposed traffic flow changes at the intersection of Cunningham Meadows Road and Old Maypearl Road.

* _____
County Attorney Approval

PROPOSED ROAD CHANGES:

Old Maypearl Rd at Cunningham Meadows Rd

The Ellis County Commissioners Court is proposing to modify the flow of traffic at the intersection of Cunningham Meadows Rd and Old Maypearl Rd. A public hearing will held at the Ellis County Commissioners Court at 2:00 p.m., on September 7, 2021 at the Ellis County Historic Courthouse, located at 101 W Main St, Waxahachie, Texas. Action on the proposed installation will be taken after closure of the public hearing.



Roads

- Cunningham Meadows Rd (no changes)
- Old Maypearl Rd - Proposed One Way
- Old Maypearl Rd - Remains 2-Way



Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Ellis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Coordinate System: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet, Projection: Lambert Conformal Conic, Datum: North American 1983, Units: Foot US



APPROVAL BY APPLICABLE ELECTED REPRESENTATIVE
OF ELLIS COUNTY, TEXAS

I, Todd Little, County Judge of Ellis County, Texas (the “*County*”), certify with respect to the Tarrant County Cultural Education Facilities Finance Corporation Hospital Revenue Refunding Bonds (Baylor Scott & White Health Project) Series 2019A (the “*Bonds*”), that:

Based upon the evidence presented to me, for the sole purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “*Code*”), and for no other purpose, I hereby approve the Bonds and the facilities to be refinanced with a portion of the proceeds of the Bonds and located within the County, all as described in the published Notice of Public Hearing included as Exhibit A to the Certificate of Public Hearing attached hereto as Attachment I. This approval is not to be construed as (i) a representation or warranty by the County or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, or (ii) as a pledge of the faith and credit of or by the County. Further, the fact that the undersigned has approved the Bonds as required by the Code may not, in any event, be used as a sales device with respect to the Bonds.

IN TESTIMONY WHEREOF, I have hereunto signed my name officially hereon on this _____, 2021.

Todd Little
County Judge, Ellis County, Texas

Attachment I

Certificate of Public Hearing

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with the issuance by the Tarrant County Cultural Education Facilities Finance Corporation (the "**Issuer**") of its hospital revenue refunding bonds in the principal amount not to exceed \$41,000,000 in the aggregate (the "**Bonds**"), for the benefit of Baylor Scott & White Holdings, a Texas non-profit corporation, and one or more of its tax-exempt nonprofit affiliates (collectively, the "**System**"), as follows:

1. I am an attorney with Brown Pruitt Wambsganss Dean Forman & Moore P.C., counsel for the Issuer in respect of the financing described herein, and have been duly authorized to conduct a public hearing on the issuance of the Bonds to refinance the projects described in the notice of such hearing published in *The Dallas Morning News* on July 6, 2021 and in the *Fort Worth Star-Telegram* on July 7, 2021, copies of which notices as published with Affidavits of Publication are attached hereto as Exhibit A, all of which projects are owned, operated, or managed by the System and located in Collin, Dallas, Ellis, or Tarrant County, Texas, as described in the notice.

2. I conducted such hearing commencing at 10:00 a.m. on Thursday, July 15, 2021, at the offices of Brown Pruitt Wambsganss Dean Forman & Moore P.C., Wells Fargo Tower, 201 Main Street, Suite 801, Fort Worth, Texas, 76102, which offices were open to the public for purposes of the hearing.

3. At the time for the commencement of the hearing, I publicly requested comments, either orally or in writing, on the facilities to be refinanced with proceeds of the Bonds and on the issuance of the Bonds.

4. At the hearing, no persons presented comments, orally or in writing.

5. I imposed no time limitations on any public comments.

6. A copy of the minutes of the public hearing is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand this July 15, 2021.



Randal L. Dean, Hearing Officer
Tarrant County Cultural Education Facilities
Finance Corporation

EXHIBIT A
Affidavit of Publication – *The Dallas Morning News*
Affidavit of Publication – *Fort Worth Star-Telegram*

AFFIDAVIT OF PUBLICATION

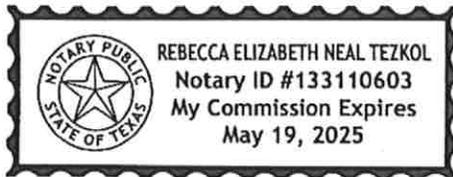
STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared Mert Tezkol, advertising Representative for The Dallas Morning News, being duly sworn by oath, states the attached advertisement of

NORTON ROSE FULBRIGHT AD# 1799959
was published in The Dallas Morning News

DATE PUBLISHED
July 6, 2021





Mert Tezkol

July 8, 2021



(Notary Public)



Beaufort Gazette
 Belleville News-Democrat
 Bellingham Herald
 Bradenton Herald
 Centre Daily Times
 Charlotte Observer
 Columbus Ledger-Enquirer
 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
 Idaho Statesman
 Island Packet
 Kansas City Star
 Lexington Herald-Leader
 Merced Sun-Star
 Miami Herald

el Nuevo Herald - Miami
 Modesto Bee
 Raleigh News & Observer
 The Olympian
 Sacramento Bee
 Fort Worth Star-Telegram
 The State - Columbia
 Sun Herald - Biloxi

Sun News - Myrtle Beach
 The News Tribune Tacoma
 The Telegraph - Macon
 San Luis Obispo Tribune
 Tri-City Herald
 Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
23583	95115	Print Legal Ad - IPL0031285		\$2,033.74	1	116 L

Attention:

NORTON ROSE FULLBRIGHT US LLP
 555 S. FLOWER STREET, 41ST FLOOR
 LOS ANGELES, CA 90071

Copy of ad content
 is on the next page

**THE STATE OF TEXAS
 COUNTY OF TARRANT**

Before me, a Notary Public in and for said County and State, this day personally appeared Amanda Grisham, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

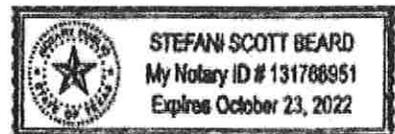
No. of Insertions: 1
 Beginning Issue of: 07/07/2021
 Ending Issue of: 07/07/2021

Amanda Grisham

Sworn to and subscribed before me this 8th day of July in the year of 2021

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN of a public hearing to be held by the Tarrant County Cultural Education Facilities Finance Corporation (the "Issuer") on July 15, 2021, at 10:00 a.m., at the offices of Brown Pruitt Wambsganss Dean Forman & Moore PC., 201 Main Street, Suite 801, Fort Worth, Texas 76102 with respect to the issuance by the Issuer of hospital revenue refunding bonds (the "Bonds") in an aggregate principal amount not to exceed \$41,000,000. The public hearing is a "combined hearing" within the meaning of Treasury Regulation Section 5f.103-2(d), and the location of such public hearing is within 100 miles of the seat of government of each participating governmental unit beyond whose geographic jurisdiction the hearing is conducted. Proceeds of the Bonds will be loaned to Baylor Scott & White Holdings ("BSW Holdings") to provide funds to refinance the construction, reconstruction, renovation, furnishing, remodeling, rehabilitation and/or equipping of health facilities, including but not limited to, hospital facilities (the "Projects").

The Projects to be refinanced with the Bonds, the locations in Texas and maximum stated principal amount of Bonds to be issued to refinance each such Project, are as follows:

- (1) Baylor Scott & White All Saints Medical Center - Fort Worth located at or adjacent to 1400 Eighth Avenue, Fort Worth, Texas, 76104, in a maximum principal amount of \$6,400,000;
- (2) Baylor Scott & White Medical Center - Grapevine located at or adjacent to 1650 West College Street, Grapevine, Texas, 76051, in a maximum principal amount of \$2,400,000;
- (3) the facilities comprising the entire main campus of Baylor Scott & White Health and Baylor University Medical Center located in the City of Dallas, at or adjacent to 3500 Gaston and 3600 Gaston, Dallas, Texas, including but not limited to, facilities at or adjacent to 3505 Gaston, 3301 Swiss Avenue, 3404 Swiss Avenue, 3535 Worth Street, 75246, in a maximum principal amount of \$18,800,000;
- (4) Baylor Scott & White Medical Center - McKinney located at or adjacent to 5252 W. University Drive, McKinney, Texas, 75071, in a maximum principal amount of \$13,600,000;
- (5) Baylor Scott & White Medical Center - Waxahachie located at or adjacent to 1405 W. Jefferson Street, Waxahachie, Texas 75165, in a maximum principal amount of \$300,000; and
- (6) Baylor Scott & White Medical Center - Plano located at or adjacent to 4700 Alliance Boulevard, Plano, Texas 75093, in a maximum principal amount of \$600,000.

The legal owner, operator or manager of each of the Projects is BSW Holdings or a tax-exempt nonprofit affiliate of BSW Holdings. All interested persons are invited to attend such public hearing to express their views with respect to the issuance of the Bonds to refinance the Projects. Questions or requests for additional information may be directed to President, Tarrant County Cultural Education Facilities Finance Corporation in care of Randal Dean at Brown Pruitt Wambsganss Dean Forman & Moore PC., 201 Main Street, Suite 801, Fort Worth, Texas 76102.

Persons who intend to appear at the hearing and express their views are invited to contact Mr. Dean in writing in advance of such hearing. Any interested persons unable to attend the hearing may submit their views in writing to Mr. Dean prior to the date scheduled for the hearing. The Issuer will reschedule the location and time of the hearing or schedule an additional hearing if requested to do so in written requests submitted to Mr. Dean prior to the aforementioned date of such hearing by a significant number of interested persons.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION
IPL0031285
Jul 7 2021

EXHIBIT B

Minutes of a Public Hearing Conducted by the Tarrant County Cultural Education Facilities Finance Corporation on July 15, 2021

A public hearing by the Tarrant County Cultural Education Facilities Finance Corporation was held on July 15, 2021, at 10:00 a.m., Central Daylight Savings Time, at the offices of Brown Pruitt Wambsganss Dean Forman & Moore P.C., Wells Fargo Tower, 201 Main Street, Suite 801, Fort Worth, Texas, 76102, pursuant to notice given. The hearing was called to order at 10:00 a.m. by the undersigned, as Hearing Officer.

The Hearing Officer then stated:

“Now is the time and place set for the public hearing to be conducted pursuant to Section 147 of the Internal Revenue Code of 1986, as amended, with respect to the issuance by the Tarrant County Cultural Education Facilities Finance Corporation (the “*Issuer*”), of hospital revenue refunding bonds (the “*Bonds*”) in an aggregate principal amount not to exceed \$41,000,000, to assist Baylor Scott & White Holdings (“*BSW Holdings*”) in refinancing costs of hospital and other health care and related support facilities and equipment. The proceeds of the Bonds will be used to refinance the construction, reconstruction, renovation, furnishing, remodeling, rehabilitation and/or equipping of health facilities, including but not limited to, hospital facilities (the “*Projects*”).

The Projects to be refinanced with the Bonds, the locations in Texas and maximum stated principal amount of Bonds to be issued to refinance each such Project, are as follows:

(1) Baylor Scott & White All Saints Medical Center – Fort Worth located at or adjacent to 1400 Eighth Avenue, Fort Worth, Texas, 76104, in a maximum principal amount of \$6,400,000;

(2) Baylor Scott & White Medical Center – Grapevine located at or adjacent to 1650 West College Street, Grapevine, Texas, 76051, in a maximum principal amount of \$2,400,000;

(3) the facilities comprising the entire main campus of Baylor Scott & White Health and Baylor University Medical Center located in the City of Dallas, at or adjacent to 3500 Gaston and 3600 Gaston, Dallas, Texas, including but not limited to, facilities at or adjacent to 3505 Gaston, 3301 Swiss Avenue, 3404 Swiss Avenue, 3535 Worth Street, 75246, in a maximum principal amount of \$18,800,000;

(4) Baylor Scott & White Medical Center – McKinney located at or adjacent to 5252 W. University Drive, McKinney, Texas, 75071, in a maximum principal amount of \$13,600,000;

(5) Baylor Scott & White Medical Center – Waxahachie located at or adjacent to 1405 W. Jefferson Street, Waxahachie, Texas 75165, in a maximum principal amount of \$300,000; and

(6) Baylor Scott & White Medical Center – Plano located at or adjacent to 4700 Alliance Boulevard, Plano, Texas 75093, in a maximum principal amount of \$600,000.

“Members of the public are invited to comment with respect to the proposed financing plan and the nature of the Projects to be refinanced. Is there anyone present who wishes to comment?”

“The minutes of this hearing will reflect that no one has appeared at this hearing to comment and no written comments were submitted to the President of the Tarrant County Cultural Education Facilities Finance Corporation in care of Randal L. Dean as of July 15, 2021.”

“The public hearing is now concluded.”



Randal L. Dean, Hearing Officer
Tarrant County Cultural Education Facilities
Finance Corporation

APPROVAL BY APPLICABLE ELECTED REPRESENTATIVE
OF ELLIS COUNTY, TEXAS

I, ~~Carol Bush~~Todd Little, County Judge of Ellis County, Texas (the "**County**"), certify with respect to ~~all series of~~ the Tarrant County Cultural Education Facilities Finance Corporation Hospital Revenue Refunding Bonds (Baylor Scott & White Health Project) Series ~~2015, as well as additional bonds that may be issued with respect to the same plan of finance (collectively, 2019A~~ (the "**Bonds**"), that:

Based upon the evidence presented to me, for the sole purpose of satisfying the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and for no other purpose, I hereby approve the Bonds and the facilities to be ~~financed or~~ refinanced with a portion of the proceeds of the Bonds and located within the County, all as described in the published Notice of Public Hearing included as Exhibit A to the Certificate of Public Hearing attached hereto as Attachment I. This approval is not to be construed as (i) a representation or warranty by the County or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, or (ii) as a pledge of the faith and credit of or by the County. Further, the fact that the undersigned has approved the Bonds as required by the Code may not, in any event, be used as a sales device with respect to the Bonds.

IN TESTIMONY WHEREOF, I have hereunto signed my name officially hereon on this ~~March~~ _____, ~~2015-2021~~.

~~Carol Bush~~

Todd Little

County Judge, Ellis County, Texas

Attachment I

Certificate of Public Hearing

Document comparison by Workshare Professional on Monday, August 16, 2021
3:52:24 PM

Input:	
Document 1 ID	interwovenSite://US_DMS/US2015/35123263/2
Description	#35123263v2<US2015> - BSWH 2015 - TEFRA approval Ellis County
Document 2 ID	interwovenSite://US_DMS/US2016/102866632/2
Description	#102866632v2<US2016> - BSWH 2019A - Ellis County TEFRA Approval
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	10
Deletions	9
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	19

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. on the second (2nd) and fourth (4th) Tuesday** of each month. If that Tuesday falls on a County holiday, Commissioners Court will convene on the following Tuesday at 2:00 p.m. The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is the **1st and 3rd Tuesday at 12:00 p.m. of each month.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: August 26, 2021

NAME: Brad Norman, Sheriff

PHONE: 972-825-4972 FAX: 972-825-4927

DEPARTMENT OR ASSOCIATION: Ellis County Sheriff's Office

ADDRESS: 300 S Jackson St, Waxahachie TX

PREFERRED DATE TO BE PLACED ON AGENDA: August 31, 2021

DESCRIPTION OF AGENDA REQUEST: Discussion and approval for the removal of old jail cell currently located in the front jail lobby. Requesting the cell be cut up and sold for scrap due to the cost of removing it in one piece.

On the February 12, 2019 court agenda this item was discussed and Sylvia Smith with the Ellis County Historical Commission spoke and stated the cell has no historical value.

*
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: _____ SUPPORTING DOCUMENT(S) ATTACHED? (Y / N)

NAME: _____

PHONE: _____ FAX: _____

DEPARTMENT OR ASSOCIATION: _____

ADDRESS: _____

PREFERRED DATE TO BE PLACED ON AGENDA: _____

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

* _____
County Attorney Approval

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 08.31.2021 SUPPORTING DOCUMENT(S) ATTACHED? Y N)

NAME: Samantha Pickett

PHONE: 972-825-5199 FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Ellis County Emergency Management

ADDRESS: 101 W. Main Street, Waxahachie TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 08.31.2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Approve removal of the City of Midlothian from the Ellis County Emergency Operation Plan effective 08.31.2021. The City of Midlothian has initiated and has a State approved Emergency Operation Plan for the City of Midlothian on July 27, 2021. Samantha Pickett, Ellis County Emergency Management Coordinator

SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR 08.25.2021

*

County Attorney Approval



MIDLOTHIAN POLICE DEPARTMENT

July 28, 2021

Ellis County Office of Emergency Management
The Historic Courthouse
101 W Main St, Ste 102
Waxahachie, Texas 75165
972-825-5199

Dear Samantha Pickett, Ellis County
Emergency Management Coordinator,

This is a letter to provide Ellis County notification that the **City of Midlothian** has transitioned from the Ellis County Emergency Management Plan to the City of Midlothian Emergency Management Plan on July 27, 2021. *The Texas Division of Emergency Management, Plans Unit has reviewed and approved our Emergency Management Plan at the **Advanced Level of Preparedness**.* The City of Midlothian entered into an agreement with Ellis County to be a part of the Ellis County Emergency Management Program on July 11, 1988 and updated again on May 23, 2011.

The City of Midlothian Police Department / Office of Emergency Management has been working since August 2020 in the development of the City of Midlothian Emergency Management Plan and Annexes. This newly created Emergency Management Plan outlines roles and responsibilities during emergencies and disasters, outline city department and partner agencies responsibilities, capabilities, resources for the City of Midlothian and outlines our mutual aid process. The City of Midlothian Emergency Management Plan was reviewed and approved by City Council through Resolution 2021-40 on July 27, 2021 and I am providing you with the resolution to formally adopt our new City of Midlothian Emergency Management Plan & Annexes. This will allow action from the Ellis County Commissioner's Court to remove the City of Midlothian from the Ellis County Emergency Management Plan thereafter.

I want to take this opportunity to thank Ellis County for allowing the City of Midlothian to participate in its Multi-Jurisdictional Emergency Management Program & Emergency Management Plan for the last several decades and will continue to remain involved in planning, training and exercises with Ellis County in the future to prepare our communities for emergencies and disasters.

If you have any questions, please feel free to contact me. Thanks a bunch!

Sincerely,

Tonya Hunter, CEM, TEM
Emergency Management Coordinator
City of Midlothian
Midlothian Police Department
1150 N Highway 67
Midlothian, Texas 76065
Office: 972-775-7621, Cell: 972-523-8691
Email: tonya.hunter@midlothian.tx.us
Call Sign: KE5IJC

RESOLUTION 2021-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLOTHIAN, TEXAS, ADOPTING THE CITY OF MIDLOTHIAN EMERGENCY MANAGEMENT PLAN; AUTHORIZING THE MAYOR TO SIGN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Midlothian agrees that we are exposed to many hazards, all of which the potential for disrupting the community, causing casualties, and damaging or destroying public or private property, and

WHEREAS, the City Council of the City of Midlothian agrees that it is possible for an emergency / disaster to occur at any time and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning, and

WHEREAS, the City Council of the City of Midlothian that it is the responsibility of city officials to protect public health and safety and preserve property from the effects of hazardous incidents. This involves having the primary role in identifying mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community and establishing an Emergency Management program and a City of Midlothian Emergency Management Plan that outlines capabilities, resources, and roles and responsibilities for the City of Midlothian.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLOTHIAN, TEXAS, THAT:

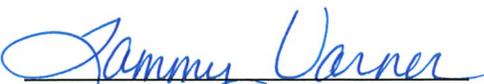
SECTION 1. That the City Council of the City of Midlothian approves and accepts the terms and conditions of the City of Midlothian Emergency Management Plan, attached hereto as Exhibit A, for the City of Midlothian; and authorizing the Mayor to execute for and on behalf of the City of Midlothian.

SECTION 2. That all provisions of the Resolutions of the City of Midlothian, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. This Resolution shall take effect July 27, 2021.

DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIDLOTHIAN, TEXAS, ON THIS 27TH DAY OF JULY, 2021.

ATTEST:


Tammy Varner, City Secretary

CITY OF MIDLOTHIAN


Richard Reno, Mayor



COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenterView/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 08.31.2021 SUPPORTING DOCUMENT(S) ATTACHED? Y N)

NAME: Samantha Pickett

PHONE: 972-825-5199 FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Ellis County Emergency Management

ADDRESS: 101 W. Main Street, Waxahachie TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 08.31.2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

**Approve the Ellis County Emergency Operation Plan – Basic Plan, dated February 10, 2021.
Samantha Pickett, Ellis County Emergency Management Coordinator**

SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR 08.25.2021

*

County Attorney Approval

EMERGENCY MANAGEMENT BASIC PLAN

FOR

Ellis County, Texas



FEBRUARY 10, 2021

RECORD OF CHANGES

CHANGE #	DATE OF CHANGE	DESCRIPTION	CHANGED BY
1	09/18/15	Removed all annotations of Waxahachie from the Basic	Ralph Mulvany
2	09/18/15	“Authority” – Added Federal – lines 6-12; State – 2; Acronyms - added	Ralph Mulvany
3	09/18/15	Definitions – Added- Area Command, Public Information. Updated – 6a(6); 6b(7); 6c(7); 6d; 10	Ralph Mulvany
4	09/18/15	Concept of Operations – added – B8 & 9; added references to NIMS throughout document; added G2c	Ralph Mulvany
5	09/18/15	Administrative Support- added A.2; added – D. Training; Added – F. Post–incident and Exercise Review	Ralph Mulvany
6	09/18/15	Plan Development and Maintenance – added website to E3	Ralph Mulvany
7	09/18/15	Attachments – Attachment 2 – added websites; Attachment 7 – added	Ralph Mulvany
8	01/26/2016	Approved by the Commissioners Court	Ralph Mulvany
9	01/30/2017	Addition the Attachment 8 (NIMS Compliance Summary) and update the NIMS Training requirement and recommendations	Ralph Mulvany
10	02/10/2021	Updated for the 5 year update of the Basic Document	Ralph Mulvany
11	06/2021	Removal of the City of Midlothian from the plan due to the city developing their own plan and approval by the Ellis County Commissioners Court	Ralph Mulvany

APPROVAL & IMPLEMENTATION

Ellis County

Emergency Management Plan

This letter promulgates the Ellis County Emergency Management Plan that provides the conceptual framework for mitigating, preparing, responding to, and recovering from any disaster that threatens life, property, and the resources of within Ellis County or any of the Signatory Cities of this plan.

This plan applies to all County and Signatory Cities' departments and agencies assigned emergency responsibilities as well as those department and agencies that may respond to any emergency or disaster situation that arises in the county or the cities.

The Emergency Management Director, in close consultation with the Emergency Management Coordinator, shall provide guidance and direction to all phases of emergency management— Mitigation, Preparedness, Response, and Recovery efforts.

This plan is hereby accepted for approval and implementation by the County's Emergency Management Director and the Emergency Management Coordinator.

By the affixing of our signatures on this letter, we, the County Judge and Mayors of the Signatory Cities, do deem this plan in place. This plan supercedes all previous plans and is effective immediately.

County Judge, Ellis County

GINGER GONZALES, MAYOR
MAYOR OF ALMA

JODIE ODLOZIL, MAYOR
MAYOR OF BARDWELL

FRED PONTLEY, MAYOR
MAYOR OF FERRIS

MATT NEWSOM, MAYOR
MAYOR OF GARRETT

Date

JUNE 9, 2021
DATE

JULY 19, 2021
DATE

AUGUST 23, 2021
DATE

JULY 28, 2021
DATE

BRYANT COCKRAN, MAYOR
MAYOR OF ITALY

JULY 26, 2021
DATE

JOY LANDRY, MAYOR
MAYOR OF MAYPEARL

JULY 6, 2021
DATE

BRUCE PERRYMAN, MAYOR
MAYOR OF MILFORD

JUNE 14, 2021
DATE

TOM LEVERENTZ, MAYOR
MAYOR OF OAK LEAF

JUNE 9, 2021
DATE

RICHARD DORMIER, MAYOR
MAYOR OF OVILLA

JUNE 14, 2021
DATE

KENNETH BATEMAN, MAYOR
MAYOR OF PALMER

JULY 7, 2021
DATE

DON SCHMERSE, MAYOR
MAYOR OF PECAN HILL

JULY 17, 2021
DATE

APPROVAL & IMPLEMENTATION

Ellis County

Emergency Management Plan

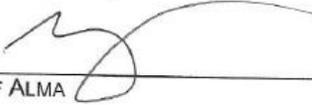
This letter promulgates the Ellis County Emergency Management Plan that provides the conceptual framework for mitigating, preparing, responding to, and recovering from any disaster that threatens life, property, and the resources of within Ellis County or any of the signatory cities of this plan.

This plan applies to all county and signatory cities' departments and agencies assigned emergency responsibilities as well as those department and agencies that may respond to any emergency or disaster situation that arises in the county or the cities.

The Emergency Management Director, in close consultation with the Emergency Management Coordinator, shall provide guidance and direction to all phases of emergency management—Mitigation, Preparedness, Response, and recovery.

This plan is hereby accepted for approval and implementation by the county's Emergency Management Director and the Emergency Management Coordinator.

By the affixing of our signatures on this letter, we, the County Judge and mayors of the signatory cities, do deem this plan in place. This plan supercedes all previous plans and is effective immediately.



MAYOR OF ALMA

6.9.21

DATE

APPROVAL & IMPLEMENTATION

Ellis County

Emergency Management Plan

This letter promulgates the Ellis County Emergency Management Plan that provides the conceptual framework for mitigating, preparing, responding to, and recovering from any disaster that threatens life, property, and the resources of within Ellis County or any of the Signatory Cities of this plan.

This plan applies to all County and Signatory Cities departments and agencies assigned emergency responsibilities as well as those department and agencies that may respond to any emergency or disaster situation that arises in the county or the cities.

The Emergency Management Director, in close consultation with the Emergency Management Coordinator, shall provide guidance and direction to all phases of emergency management— Mitigation, Preparedness, Response, and Recovery efforts.

This plan is hereby accepted for approval and implementation by the County's Emergency Management Director and the Emergency Management Coordinator.

By the affixing of our signatures on this letter, we, the County Judge and Mayors of the Signatory Cities, do deem this plan in place. This plan supersedes all previous plans and is effective immediately.



MAYOR OF BARDWELL

7-19-2021
DATE

APPROVAL & IMPLEMENTATION

Ellis County

Emergency Management Plan

This letter promulgates the Ellis County Emergency Management Plan that provides the conceptual framework for mitigating, preparing, responding to, and recovering from any disaster that threatens life, property, and the resources of within Ellis County or any of the Signatory Cities of this plan.

This plan applies to all County and Signatory Cities' departments and agencies assigned emergency responsibilities as well as those department and agencies that may respond to any emergency or disaster situation that arises in the county or the cities.

The Emergency Management Director, in close consultation with the Emergency Management Coordinator, shall provide guidance and direction to all phases of emergency management— Mitigation, Preparedness, Response, and Recovery efforts.

This plan is hereby accepted for approval and implementation by the County's Emergency Management Director and the Emergency Management Coordinator.

By the affixing of our signatures on this letter, we, the County Judge and Mayors of the Signatory Cities, do deem this plan in place. This plan supercedes all previous plans and is effective immediately.


MAYOR OF FERRIS

8-23-2021
DATE

APPROVAL & IMPLEMENTATION

Ellis County

Emergency Management Plan

This letter promulgates the Ellis County Emergency Management Plan that provides the conceptual framework for mitigating, preparing, responding to, and recovering from any disaster that threatens life, property, and the resources of within Ellis County or any of the Signatory Cities of this plan.

This plan applies to all County and Signatory Cities' departments and agencies assigned emergency responsibilities as well as those department and agencies that may respond to any emergency or disaster situation that arises in the county or the cities.

The Emergency Management Director, in close consultation with the Emergency Management Coordinator, shall provide guidance and direction to all phases of emergency management— Mitigation, Preparedness, Response, and Recovery efforts.

This plan is hereby accepted for approval and implementation by the County's Emergency Management Director and the Emergency Management Coordinator.

By the affixing of our signatures on this letter, we, the County Judge and Mayors of the Signatory Cities, do deem this plan in place. This plan supercedes all previous plans and is effective immediately.


MAYOR OF GARRETT


DATE

APPROVAL & IMPLEMENTATION

Ellis County

Emergency Management Plan

This letter promulgates the Ellis County Emergency Management Plan that provides the conceptual framework for mitigating, preparing, responding to, and recovering from any disaster that threatens life, property, and the resources of within Ellis County or any of the Signatory Cities of this plan.

This plan applies to all County and Signatory Cities' departments and agencies assigned emergency responsibilities as well as those department and agencies that may respond to any emergency or disaster situation that arises in the county or the cities.

The Emergency Management Director, in close consultation with the Emergency Management Coordinator, shall provide guidance and direction to all phases of emergency management— Mitigation, Preparedness, Response, and Recovery efforts.

This plan is hereby accepted for approval and implementation by the County's Emergency Management Director and the Emergency Management Coordinator.

By the affixing of our signatures on this letter, we, the County Judge and Mayors of the Signatory Cities, do deem this plan in place. This plan supercedes all previous plans and is effective immediately..


MAYOR OF ITALY


DATE

APPROVAL & IMPLEMENTATION

Ellis County

Emergency Management Plan

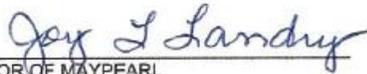
This letter promulgates the Ellis County Emergency Management Plan that provides the conceptual framework for mitigating, preparing, responding to, and recovering from any disaster that threatens life, property, and the resources of within Ellis County or any of the Signatory Cities of this plan.

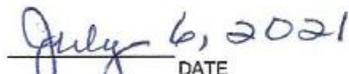
This plan applies to all County and Signatory Cities' departments and agencies assigned emergency responsibilities as well as those department and agencies that may respond to any emergency or disaster situation that arises in the county or the cities.

The Emergency Management Director, in close consultation with the Emergency Management Coordinator, shall provide guidance and direction to all phases of emergency management— Mitigation, Preparedness, Response, and Recovery efforts.

This plan is hereby accepted for approval and implementation by the County's Emergency Management Director and the Emergency Management Coordinator.

By the affixing of our signatures on this letter, we, the County Judge and Mayors of the Signatory Cities, do deem this plan in place. This plan supercedes all previous plans and is effective immediately.


MAYOR OF MAYPEARL


DATE

APPROVAL & IMPLEMENTATION

Ellis County

Emergency Management Plan

This letter promulgates the Ellis County Emergency Management Plan that provides the conceptual framework for mitigating, preparing, responding to, and recovering from any disaster that threatens life, property, and the resources of within Ellis County or any of the Signatory Cities of this plan.

This plan applies to all County and Signatory Cities' departments and agencies assigned emergency responsibilities as well as those department and agencies that may respond to any emergency or disaster situation that arises in the county or the cities.

The Emergency Management Director, in close consultation with the Emergency Management Coordinator, shall provide guidance and direction to all phases of emergency management— Mitigation, Preparedness, Response, and Recovery efforts.

This plan is hereby accepted for approval and implementation by the County's Emergency Management Director and the Emergency Management Coordinator.

By the affixing of our signatures on this letter, we, the County Judge and Mayors of the Signatory Cities, do deem this plan in place. This plan supercedes all previous plans and is effective immediately.



MAYOR OF MILFORD



DATE

APPROVAL & IMPLEMENTATION

Ellis County

Emergency Management Plan

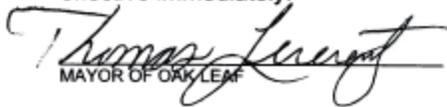
This letter promulgates the Ellis County Emergency Management Plan that provides the conceptual framework for mitigating, preparing, responding to, and recovering from any disaster that threatens life, property, and the resources of within Ellis County or any of the Signatory Cities of this plan.

This plan applies to all County and Signatory Cities' departments and agencies assigned emergency responsibilities as well as those department and agencies that may respond to any emergency or disaster situation that arises in the county or the cities.

The Emergency Management Director, in close consultation with the Emergency Management Coordinator, shall provide guidance and direction to all phases of emergency management— Mitigation, Preparedness, Response, and Recovery efforts.

This plan is hereby accepted for approval and implementation by the County's Emergency Management Director and the Emergency Management Coordinator.

By the affixing of our signatures on this letter, we, the County Judge and Mayors of the Signatory Cities, do deem this plan in place. This plan supercedes all previous plans and is effective immediately.


MAYOR OF OAK LEAF

6-9-21
DATE

APPROVAL & IMPLEMENTATION

Ellis County

Emergency Management Plan

This letter promulgates the Ellis County Emergency Management Plan that provides the conceptual framework for mitigating, preparing, responding to, and recovering from any disaster that threatens life, property, and the resources of within Ellis County or any of the signatory cities of this plan.

This plan applies to all county and signatory cities' departments and agencies assigned emergency responsibilities as well as those department and agencies that may respond to any emergency or disaster situation that arises in the county or the cities.

The Emergency Management Director, in close consultation with the Emergency Management Coordinator, shall provide guidance and direction to all phases of emergency management—Mitigation, Preparedness, Response, and recovery.

This plan is hereby accepted for approval and implementation by the county's Emergency Management Director and the Emergency Management Coordinator.

By the affixing of our signatures on this letter, we, the County Judge and mayors of the signatory cities, do deem this plan in place. This plan supercedes all previous plans and is effective immediately.



MAYOR OF OVILLA

JUNE 19, 2021

DATE

APPROVAL & IMPLEMENTATION

Ellis County

Emergency Management Plan

This letter promulgates the Ellis County Emergency Management Plan that provides the conceptual framework for mitigating, preparing, responding to, and recovering from any disaster that threatens life, property, and the resources of within Ellis County or any of the Signatory Cities of this plan.

This plan applies to all County and Signatory Cities' departments and agencies assigned emergency responsibilities as well as those department and agencies that may respond to any emergency or disaster situation that arises in the county or the cities.

The Emergency Management Director, in close consultation with the Emergency Management Coordinator, shall provide guidance and direction to all phases of emergency management— Mitigation, Preparedness, Response, and Recovery efforts.

This plan is hereby accepted for approval and implementation by the County's Emergency Management Director and the Emergency Management Coordinator.

By the affixing of our signatures on this letter, we, the County Judge and Mayors of the Signatory Cities, do deem this plan in place. This plan supercedes all previous plans and is effective immediately.



MAYOR OF PALMER

7-12-21
DATE

APPROVAL & IMPLEMENTATION

Ellis County

Emergency Management Plan

This letter promulgates the Ellis County Emergency Management Plan that provides the conceptual framework for mitigating, preparing, responding to, and recovering from any disaster that threatens life, property, and the resources of within Ellis County or any of the Signatory Cities of this plan.

This plan applies to all County and Signatory Cities' departments and agencies assigned emergency responsibilities as well as those department and agencies that may respond to any emergency or disaster situation that arises in the county or the cities.

The Emergency Management Director, in close consultation with the Emergency Management Coordinator, shall provide guidance and direction to all phases of emergency management— Mitigation, Preparedness, Response, and Recovery efforts.

This plan is hereby accepted for approval and implementation by the County's Emergency Management Director and the Emergency Management Coordinator.

By the affixing of our signatures on this letter, we, the County Judge and Mayors of the Signatory Cities, do deem this plan in place. This plan supercedes all previous plans and is effective immediately.



MAYOR OF PECAN HILL

8/17/21
DATE

TABLE OF CONTENTS

BASIC PLAN

I. AUTHORITY	189
A. Federal	189
B. State	189
C. Local.....	18
II. PURPOSE	20
III. EXPLANATION OF TERMS	20
A. Acronyms	20
B. Definitions.....	20
IV. SITUATION AND ASSUMPTIONS	223
A. Situation	223
B. Assumptions.....	234
V. CONCEPT OF OPERATIONS	245
A. Objectives.....	25
B. General.....	25
C. Operational Guidance.....	26
D. Incident Command System (ICS).....	267
E. ICS - EOC Interface.....	278
F. State, Federal & Other Assistance	279
G. Emergency Authorities.....	30
H. Actions by Phases of Emergency Management.....	31
VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES	313
A. Organization	313
B. Assignment of Responsibilities	323
VII. DIRECTION AND CONTROL	Error! Bookmark not defined. 5
A. General.....	Error! Bookmark not defined. 5
B. Emergency Facilities.....	Error! Bookmark not defined. 6
C. Line of Succession.....	Error! Bookmark not defined. 7
VIII. READINESS LEVELS	Error! Bookmark not defined. 8
IX. ADMINISTRATION AND SUPPORT	51
A. Agreements and Contracts	51
B. Reports.....	51
2. Preservation of Records	Error! Bookmark not defined. 2
D. Training	Error! Bookmark not defined. 3
E. Consumer Protection	Error! Bookmark not defined. 3
F. Post-Incident and Exercise Review.....	Error! Bookmark not defined. 3
X. PLAN DEVELOPMENT AND MAINTENANCE	Error! Bookmark not defined. 3

A. Plan Development	Error! Bookmark not defined.	3
B. Distribution of Planning Documents	Error! Bookmark not defined.	4
C. Review.....	Error! Bookmark not defined.	4
D. Update.....	Error! Bookmark not defined.	5

ATTACHMENTS

ATTACHMENT 1: Distrubution List	1-Error! Bookmark not defined.
ATTACHMENT 2: References	2-Error! Bookmark not defined.
ATTACHMENT 3: Organization for Emergency Management	3-1
ATTACHMENT 4: Emergency Management Functional Responsibilities	4-1
ATTACHMENT 5: Annex Assignments	5-Error! Bookmark not defined.
ATTACHMENT 6: Summary of Agreements & Contracts.....	6-Error! Bookmark not defined.
ATTACHMENT 7: National Incident Management System Summary.....	7-Error! Bookmark not defined.
ATTACHMENT 8: NIMS Compliance Summary	8-1
ATTACHMENT 8: COURT ORDER ADOPTING NIMS	9-Error! Bookmark not defined.

ANNEXES (distributed under separate cover)

Annex A – Warning	A-1
Annex B – Communications	B-1
Annex C – Shelter & Mass Care.....	C-1
Annex D – Radiological Protection	D-1
Annex E – Evacuation	E-1
Annex F – Firefighting	F-1
Annex G – Law Enforcement.....	G-1
Annex H – Public Health & Medical Services.....	H-1
Annex I – Public Information.....	I-1
Annex J – Recovery	J-1
Annex K – Public Works & Engineering.....	K-1
Annex L – Energy & Utilities	L-1
Annex M – Resource Management	M-1
Annex N – Direction & Control.....	N-1
Annex O – Human Services	O-1
Annex P – Hazard Mitigation	P-1
Annex Q – Hazardous Materials & Oil Spill Response.....	Q-1
Annex R – Search & Rescue.....	R-1
Annex S – Transportation.....	S-1
Annex T – Donations Management	T-1
Annex U – Legal.....	U-1
Annex V – Terrorist Incident Response	V-1

BASIC PLAN

I. AUTHORITY

A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive. *HSPD-5*, Management of Domestic Incidents
7. Homeland Security Presidential Directive, *HSPD-3*, Homeland Security Advisory System
8. National Incident Management System
9. National Response Framework
10. National Strategy for Homeland Security, July 2002
11. Nuclear/Radiological Incident Annex of the National Response Framework
12. Presidential Policy Directive 8 – National Preparedness

B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Executive Order of the Governor Relating to Emergency Management
7. Executive Order of the Governor Relating to the National Incident Management System
8. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
9. *The Texas Homeland Security Strategic Plan*, Parts I and II, December 15, 2003
10. *The Texas Homeland Security Strategic Plan*, Part III, February 2004

C. Local

1. Commissioner's Court Order # 8330, dated July 11, 1988.
2. Joint Resolution between Ellis County and the Cities of Ellis County dated Nov 10, 2003.
3. Inter-local Agreements & Contracts. See the summary in Attachment 6.

II. PURPOSE

This Basic Plan outlines our approach to emergency operations, and is applicable to Ellis County. It provides general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our Chief Elected Official and other Elected Officials, the emergency management staff, department and agency heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our Mitigation, Preparedness, Response, and Recovery efforts to include the whole of community.

III. EXPLANATION OF TERMS

A. Acronyms

AAR	After Action Report
ARC	American Red Cross
CFR	Code of Federal Regulations
DDC	Disaster District Committee
DHS	Department of Homeland Security
EOC	Emergency Operations or Operating Center
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
Hazmat	Hazardous Material
HSPD-5	Homeland Security Presidential Directive 5
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
NIMS	National Incident Management System
NRF	National Response Framework
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SOPs	Standard Operating Procedures
SOC	State Operations Center
TRRN	Texas Regional Response Network
TSA	The Salvation Army

B. Definitions

1. Area Command (Unified Area Command). An organization established
 - a. to oversee the management of multiple incidents that are each being managed by an ICS organization or

- b. to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.
2. Disaster District. Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.
 3. Disaster District Committee. The DDC consists of a Chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.
 4. Emergency Operations Center. Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.
 5. Public Information. Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster ensuring the needs of the whole community are addressed.
 6. Emergency Situations. As used in this plan, this term is intended to describe a *range* of occurrences, from a minor incident to a catastrophic disaster. It includes the following:
 - a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:
 - 1) Involves a limited area and/or limited population.
 - 2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
 - 3) Warning and public instructions are provided in the immediate area, not community-wide.
 - 4) One or two local response agencies or departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
 - 5) May require limited external assistance from other local response agencies or contractors.
 - 6) For the purposes of the NRF, incidents include the full range of occurrences that require an emergency response to protect life or property.
 - b. Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
 - 1) Involves a large area, significant population, or important facilities.

- 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 - 3) May require community-wide warning and public instructions.
 - 4) Requires a sizable multi-agency response operating under an incident commander.
 - 5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
 - 6) The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
 - 7) For the purposes of the NRF, an emergency (as defined by the Stafford Act) is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States.”
- c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:
- 1) Involves a large area, a sizable population, and/or important facilities.
 - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 - 3) Requires community-wide warning and public instructions.
 - 4) Requires a response by all local response agencies operating under one or more incident commanders.
 - 5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
 - 6) The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
 - 7) For the purposes of the NRF, a *major disaster* (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.
- d. Catastrophic Incident. For the purposes of the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods of time, and would immediately overwhelm local and state capabilities. All catastrophic incidents are *Incidents of National Significance*.
7. Hazard Analysis. A document, published separately from this plan, that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.
 8. Hazardous Material (Hazmat). A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the

capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances

9. Inter-local agreements. Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.
10. Stafford Act. The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.
11. Standard Operating Procedures. Approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level. May also be referred to as Standard Operating Guidelines (SOGs).

IV. SITUATION AND ASSUMPTIONS

A. Situation

Our County and Signatory Cities are exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of our major hazards is provided in Figure 1. More detailed information is provided in our Hazard Analysis, published separately.

Figure 1

HAZARD SUMMARY

Hazard Type:	Likelihood of Occurrence*	Estimated Impact on Public Health & Safety			Estimated Impact on Property	
		Limited	Moderate	Major	Limited Major	Moderate
Natural						
Drought	LIKELY	←-----→			←-----→	
Earthquake	UNLIKELY	N/A			N/A	
Flash Flooding	LIKELY	←-----→			←-----→	
Flooding (river or tidal)	OCCASIONAL	←-----→			←-----→	
Hurricane	UNLIKELY	N/A			N/A	
Subsidence	OCCASIONAL	←-----→			←-----→	
Tornado	LIKELY	←-----→			←-----→	
Wildfire	OCCASIONAL	←-----→			←-----→	
Winter Storm	OCCASIONAL	←-----→			←-----→	
Technological						
Dam Failure	UNLIKELY	N/A			N/A	
Energy/Fuel Shortage	OCCASIONAL	←-----→			←-----→	
Hazmat/Oil Spill (fixed site)	OCCASIONAL	←-----→			←-----→	
Hazmat/Oil Spill (transport)	LIKELY	←-----→			←-----→	
Major Structural Fire	OCCASIONAL	←-----→			←-----→	
Nuclear Facility Incident	UNLIKELY	N/A			N/A	
Water System Failure	LIKELY	←-----→			←-----→	
Security						
Civil Disorder	OCCASIONAL	←-----→			←-----→	
Enemy Military Attack	UNLIKELY	N/A			N/A	
Terrorism	OCCASIONAL	←-----→			←-----→	

* Likelihood of Occurrence: Unlikely, Occasional, Likely, or Highly Likely

B. Assumptions

1. Our County will continue to be exposed to and subject to the impact of those hazards described above and as well as lesser hazards and others that may develop in the future.
2. It is possible for a major disaster to occur at any time and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.
3. Outside assistance will be available in most emergency situations, affecting our County. Since it takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.
4. Proper mitigation actions, such as floodplain management, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations.

V. CONCEPT OF OPERATIONS

A. Objectives

The objectives of our emergency management program are to protect public health and safety and preserve public and private property.

B. General

1. It is our responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect our community.
2. It is impossible for government to do everything that is required to protect the lives and property of our population. Our citizens have the responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. We will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.
3. Local government is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.
4. To achieve our objectives, we have organized an emergency management program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of our preparedness activities.
5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents. For example, the warning annex addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.
6. Departments and agencies tasked in this plan are expected to develop and keep current standard operating procedures that describe how emergency tasks will be performed. Departments and agencies are charged with ensuring the training and equipment necessary for an appropriate response are in place.
7. This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material

resources used for day-to-day activities will be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.

8. We have adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. Our adoption of NIMS will provide a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows us to integrate our response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations.
9. This plan, in accordance with the National Response Framework (NRF), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of national significance, as defined in HSPD-5, we will integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of NRF coordinating structures, processes, and protocols.

C. Operational Guidance

We will employ the six components of the NIMS in all operations, which will provide a standardized framework that facilitates our operations in all phases of emergency management. Attachment 7 provides further details on the NIMS.

1. Initial Response. Our emergency responders are likely to be the first on the scene of an emergency situation. They will normally take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. They will seek guidance and direction from our local officials and seek technical assistance from state and federal agencies and industry where appropriate.
2. Implementation of ICS
 - a. The first local emergency responder to arrive at the scene of an emergency situation will implement the incident command system and serve as the incident commander until relieved by a more senior or more qualified individual. The incident commander will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.
 - b. For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites identified, an incident command post may be established, and direction and control of the response transitioned to the Incident Commander.

3. Source and Use of Resources.

- a. We will use our own resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if our resources are insufficient or inappropriate. §418.102 of the Government Code provides that the county should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, we will:
 - 1) Summon those resources available to us pursuant to inter-local agreements. See Attachment 6 to this plan, which summarizes the inter-local agreements and identifies the officials authorized to request those resources.
 - 2) Summon emergency service resources that we have contracted for. See Attachment 6.
 - 3) Request assistance from volunteer groups active in disasters.
 - 4) Request assistance from industry or individuals who have resources needed to deal with the emergency situation.
- b. When external agencies respond to an emergency situation within our jurisdiction, we expect them to conform to the guidance and direction provided by our incident commander, which will be in accordance with the NIMS.

D. Incident Command System (ICS)

1. We intend to employ ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.
2. The Incident Commander is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the incident commander and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.
3. An Incident Commander using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response will normally obtain support through their own department or agency.
4. In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified or Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Attachment 7 provides additional information on Unified and Area Commands.

5. Over the course of an emergency response the Incident Commander may change. For example during the response to an incident involving the release of a large quantity of a hazardous material, the initial incident commander may be the local fire chief that arrives on the scene first. Subsequently, over the course of the response, as efforts shift to long term clean up, the role of Incident Commander may transfer over to a state or federal regulatory authority such as an official from the Texas Commission on Environmental Quality (TCEQ) or a United States Environmental Protection Agency (EPA) On-Scene Coordinator in the Region.

E. ICS - EOC Interface

1. For major emergencies and disasters, the Emergency Operations Center (EOC) will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.
2. The Incident Commander is generally responsible for field operations, including:
 - a. Isolating the scene.
 - b. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
 - c. Warning the population in the area of the incident and providing emergency instructions to them.
 - d. Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
 - e. Implementing traffic control arrangements in and around the incident scene.
 - f. Requesting additional resources from the EOC.
3. The EOC is generally responsible for:
 - a. Providing resource support for the incident command operations.
 - b. Issuing community-wide warning.
 - c. Issuing instructions and providing information to the general public.
 - d. Organizing and implementing large-scale evacuation.
 - e. Organizing and implementing shelter and mass arrangements for evacuees.
 - f. Coordinating traffic control for large-scale evacuations.
 - g. Requesting assistance from the State and other external sources.
4. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the EOC.

F. State, Federal & Other Assistance

1. State & Federal Assistance

- a. If local resources are inadequate to deal with an emergency situation, we will request assistance from the State. State assistance furnished to local governments is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. As noted previously, Cities must request assistance from their county before requesting state assistance.
- b. Requests for state assistance should be made to the Disaster District Committee (DDC) Chairperson, who is located at the Department of Public Safety District Office in Waco. See Appendix 2 to Annex M, Resource Management, for a form that can be used to request state assistance. In essence, state emergency assistance to local governments begins at the DDC level and the key person to validate a request for, obtain, and provide that state assistance and support is the DDC Chairperson. A request for state assistance must be made by the chief elected official (the County Judge/Mayor) and may be made by telephone, fax, or teletype. The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. Use of National Guard resources requires approval of the Governor.
- c. The Disaster District staff will forward requests for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) in Austin for action.

2. Other Assistance

- a. If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).
- b. For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to provide assistance to states and local governments. The *National Response Framework (NRF)* describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. The *Nuclear/Radiological Incident Annex of the NRP* addresses the federal response to major incidents involving radioactive materials.
- c. FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized prior to a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. See Annex J, Recovery, for additional information on the assistance that may be available during disaster recovery.

- d. The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

G. Emergency Authorities

1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.
2. Texas statutes and the Executive Order of the Governor Relating to Emergency Management provide local government, principally the chief elected official, with a number of powers to control emergency situations. If necessary, we shall use these powers during emergency situations. These powers include:
 - a. Emergency Declaration. In the event of riot or civil disorder, the County Judge may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. Use of the emergency declaration is explained in Annex U, Legal.
 - b. Disaster Declaration. When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the County Judge may by executive order or proclamation declare a local state of disaster. The County Judge may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted the Governor in the Texas Disaster Act *on an appropriate local scale* in order to cope with the disaster. These powers include:
 - 1) Suspending procedural laws and rules to facilitate a timely response.
 - 2) Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
 - 3) Restricting the movement of people and occupancy of premises.
 - 4) Prohibiting the sale or transportation of certain substances.
 - 5) Implementing price controls.

A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance. See Annex U, Legal, for further information on disaster declarations and procedures for invoking emergency powers.

- c. Authority for Evacuations. State law provides a county judge or mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

H. Actions by Phases of Emergency Management

1. This plan addresses emergency actions that are conducted during all four phases of emergency management.

a. Mitigation

We will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Our mitigation program is outlined in Annex P, Mitigation.

b. Preparedness

We will conduct preparedness activities to develop the response capabilities needed in the event an emergency. Among the preparedness activities included in our emergency management program are:

- 1) Providing emergency equipment and facilities.
- 2) Emergency planning, including maintaining this plan, its annexes, and appropriate SOPs.
- 3) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- 4) Conducting periodic drills and exercises to test our plans and training.

c. Response

We will respond to emergency situations effectively and efficiently. The focus of most of this plan and its annexes is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

d. Recovery

If a disaster occurs, we will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in Annex J, Recovery.

e. Stand Down

When a centralized County coordination presence is no longer required, the local EOC implements the demobilization plan to transfer responsibilities to recovery assistance program oversight and monitoring that shifts back to individual agencies' offices.

f. After Action Critique

Following a public emergency, all agencies submit an after action report through the local EOC detailing problems encountered and key issues affecting performance. Data from these issues and targeted reviews are analyzed and provided, as appropriate, to management for consideration. After a particularly large or unique public emergency operation, the jurisdiction also may convene an interagency forum to identify lessons learned. Each agency involved is encouraged to keep records of its activity to assist in preparing its own after action report.

g. Training

Various emergency management planning and preparedness training courses should be held in order to familiarize emergency response personnel with emergency management plans and communication and coordination systems in place. Individual jurisdictions should seek to take advantage of training opportunities offered by their county and/or the state.

h. Testing Your Plan

- 1) Testing the plan during a drill or exercise is the best way to identify problem areas and evaluate preparedness without actually experiencing a disaster. All drills and emergency management exercises should include some sort of post-exercise critique to help identify shortfalls in planning -- problems in organization or operational concepts and procedures that do not work well in practice. These shortfalls should be addressed in the next iteration of the local planning process.
- 2) The County of Ellis also tests their plan when they respond to an actual emergency or disaster. Emergency responders who observe problems attributable to unworkable or incomplete plans and procedures should be encouraged to identify those problems as soon as they become evident. A formal post incident review should be conducted after any major emergency or disaster to identify lessons learned; such reviews should specifically consider the adequacy of the current plan. If deficiencies are identified, they should be addressed in the next round of planning.

VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. General

Most departments and agencies of local government have emergency functions in addition to their normal day-to-day duties. During emergency situations, our normal organizational arrangements are modified to facilitate emergency operations. Our governmental organization for emergencies includes an executive group, emergency services, and support services. Attachment 3 depicts our emergency organization.

2. Executive Group

The Executive Group provides guidance and direction for emergency management programs and for emergency response and recovery operations. The Executive Group includes the County Judge, Mayor(s), City Manager(s), and Emergency Management Coordinator(s).

3. Emergency Services

Emergency Services include the Incident Commander and those departments, agencies, and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

4. Emergency Support Services

This group includes departments and agencies that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations, business and industry, and other sources.

5. Volunteer and Other Services

This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

B. Assignment of Responsibilities

1. General

For most emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, elected and appointed officials, departments and agency heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of local officials, department and agency heads, and other personnel.

2. The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support

Agencies. Additional specific responsibilities can be found the functional annexes to this Basic Plan.

3. Executive Group Responsibilities

a. The County Judge will:

- 1) Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program.
- 2) Monitor the emergency response during disaster situations and provides direction where appropriate.
- 3) With the assistance of the Public Information Officer, keep the public informed during emergency situations.
- 4) With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.
- 5) Request assistance from other local governments or the State when necessary.
- 6) Direct activation of the EOC.

b. The Executive Assistant to the Judge/City Manager or Emergency Manager Coordinator (EMC) will:

- 1) Implement the policies and decisions of the governing body relating to emergency management.
- 2) Organize the emergency management program and identifies personnel, equipment, and facility needs.
- 3) Assign emergency management program tasks to departments and agencies.
- 4) Ensure that departments and agencies participate in emergency planning, training, and exercise activities.
- 5) Coordinate activation of the EOC and supervise its operation.

c. The Emergency Management Coordinator (EMC) will:

- 1) Serve as the staff advisor to our County Judge on emergency management matters.
- 2) Keep the County Judge governing body apprised of our preparedness status and emergency management needs.

- 3) Coordinate local planning and preparedness activities and the maintenance of this plan.
- 4) Prepare and maintain a resource inventory.
- 5) Arrange appropriate training for local emergency management personnel and emergency responders.
- 6) Coordinate periodic emergency exercises to test our plan and training.
- 7) Manage the EOC, develop procedures for its operation, and conduct training for those who staff it.
- 8) Activate the EOC when required.
- 9) Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
- 10) Coordinate with organized volunteer groups and businesses regarding emergency operations.

4. Common Responsibilities

All emergency services and support services will:

- a. Provide personnel, equipment, and supplies to support emergency operations upon request.
- b. Develop and maintain SOPs for emergency tasks.
- c. Provide trained personnel to staff the incident command post and EOC and conduct emergency operations.
- d. Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M, Resource Management.
- e. Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander or the EOC.

5. Emergency Services Responsibilities

- a. The Incident Commander will:
 - 1) Manage emergency response resources and operations at the incident site command post to resolve the emergency situation.

- 2) Determine and implement required protective actions for response personnel and the public at an incident site.

b. Warning.

- 1) Primary responsibility for this function is assigned to the Emergency Management Coordinator, who will prepare and maintain Annex A (Warning) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Receive information on emergency situations.
 - b) Alert key local officials of emergency situations.
 - c) Disseminate warning information and instructions to the public through available warning systems ensuring the needs of the whole community are addressed.
 - d) Disseminate warning and instructions to institutional facilities such as schools and hospitals.

c. Communications.

- 1) Primary responsibility for this function is assigned to the County Sheriff, who will prepare and maintain Annex B (Communications) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Identify the communications systems available with the local area and determine the connectivity of those systems, and ensure their interoperability.
 - b) Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
 - c) Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.

d. Radiological Protection.

- 1) Primary responsibility for this function is assigned to the Fire Marshal, who will prepare and maintain Annex D to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Maintain inventory of radiological equipment.

- b) Ensure response forces include personnel with current training in radiological monitoring and decontamination.
 - c) Respond to radiological incidents and terrorist incidents involving radiological materials.
 - d) Make notification concerning radiological incidents to state and federal authorities.
- e. Evacuation.
- 1) Primary responsibility for this function is assigned to the County Sheriff who will prepare and maintain Annex E (Evacuation) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Identify areas where evacuation has been or may in the future and determine of population at risk.
 - b) Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.
 - c) Develop simplified planning procedures for ad hoc evacuations.
 - d) Determine emergency public information requirements ensuring the needs of the whole community are addressed.
 - e) Perform evacuation planning for individuals with functional and access needs and institutional facilities (schools, hospitals, nursing homes, and other institutions).
- f. Firefighting.
- 1) Primary responsibility for this function is assigned to the Fire Marshal, who will prepare and maintain Annex F (Firefighting) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Fire prevention activities.
 - b) Fire detection and control.
 - c) Hazardous material and oil spill response.
 - d) Terrorist incident response.
 - e) Evacuation support.
 - f) Post-incident reconnaissance and damage assessment.
 - g) Fire safety inspection of temporary shelters.
 - h) Prepare and maintain fire resource inventory.
- g. Law Enforcement.

- 1) Primary responsibility for this function is assigned to the County Sheriff who will prepare and maintain Annex G (Law Enforcement) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Maintenance of law and order.
 - b) Traffic control.
 - c) Terrorist incident response.
 - d) Provision of security for vital facilities, evacuated areas, and shelters.
 - e) Access control for damaged or contaminated areas.
 - f) Warning support.
 - g) Post-incident reconnaissance and damage assessment.
 - h) Prepare and maintain law enforcement resource inventory.
- h. Health and Medical Services.
- 1) Primary responsibility for this function is assigned to the Ellis County Local Health Authority, who will prepare and maintain Annex H (Health & Medical Services) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Coordinate health and medical care and EMS support during emergency situations.
 - b) Public health information and education.
 - c) Inspection of food and water supplies.
 - d) Develop emergency public health regulations and orders.
 - e) Coordinate collection, identification, and interment of deceased victims.
- i. Direction and Control.
- 1) Primary responsibility for this function is assigned to the County Judge, EMC Coordinator, and appropriate jurisdictions, who will prepare and maintain Annex N (Direction & Control) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Direct and control our local operating forces.
 - b) Maintain coordination with neighboring jurisdictions and the Disaster District in Waco.
 - c) Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.
 - d) Assigns representatives, by title, to report to the EOC and develops procedures for crisis training.

- e) Develops and identifies the duties of the staff, use of displays and message forms, and procedures for EOC activation.
- f) Coordinates the evacuation of areas at risk.

j. Hazardous Materials & Oil Spill.

- 1) The primary responsibility for this function is assigned to the local Fire Department and County Environmental Department, the Fire Marshal who will prepare and maintain Annex Q (Hazardous Material & Oil Spill Response) to this plan and supporting SOPs. The National Oil and Hazardous Substances Pollution Contingency Plan addresses the Federal response to oil spills and hazardous materials releases.
- 2) Emergency tasks to be performed include:
 - a) In accordance with OSHA regulations, establish ICS to manage the response to hazardous materials incidents.
 - b) Establish the hazmat incident functional areas (e.g., Hot Zone, cool zone, Cold Zone, etc.)
 - c) Determine and implement requirements for personal protective equipment for emergency responders.
 - d) Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOPs.
 - e) Determine areas at risk and which public protective actions, if any, should be implemented.
 - f) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
 - g) Determines when affected areas may be safely reentered.

k. Search & Rescue.

- 1) The primary responsibility for this function is assigned to the Fire Marshal, who will prepare and maintain Annex R (Search and Rescue) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Coordinate and conduct search and rescue activities.
 - b) Identify requirements for specialized resources to support rescue operations.
 - c) Coordinate external technical assistance and equipment support for search and rescue operations.

l. Terrorist Incident Response.

- 1) Primary responsibility for this function is assigned to the County Sheriff's Office, who will prepare and maintain Annex V (Terrorist Incident Response) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:

- a) Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
- b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
- c) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
- d) Ensure required notification of terrorist incidents is made to state and federal authorities.

6. Support Services Responsibilities

a. Shelter and Mass Care.

- 1) Primary responsibility for this function is assigned to the County Health Authority, American Red Cross-Dallas Area Chapter, and Salvation Army of Ellis County, who will prepare and maintain Annex C (Shelter and Mass Care) to this plan and supporting SOPs
- 2) Emergency tasks to be performed include:
 - a) Perform emergency shelter and mass care planning.
 - b) Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.

b. Public Information.

- 1) Primary responsibility for this function is assigned to the County Public Information Officer (PIO) (Assistant to the County Judge), who will prepare and maintain Annex I (Public Information) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Establish a Joint Information Center (JIC)
 - b) Conduct on-going hazard awareness and public education programs.
 - c) Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.
 - d) Provide information to the media and the public during emergency situations.
 - e) Arrange for media briefings.
 - f) Compiles print and photo documentation of emergency situations.

c. Recovery.

- 1) Primary responsibility for this function is assigned to the Emergency Management Coordinator, Long-term Recovery Committee (LTRC). and

American Red Cross-Dallas Area Chapter, who will prepare and maintain Annex J (Recovery) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- a) Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us.
- b) Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
- c) If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.
- d) If we are determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.

d. Public Works & Engineering.

1) Primary responsibility for this function is assigned to the County Engineer, who will prepare and maintain Annex K (Public Works & Engineering) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- a) Protect government facilities and vital equipment where possible.
- b) Assess damage to streets, bridges, traffic control devices, and other public facilities.
- c) Direct temporary repair of vital facilities.
- d) Restore damaged roads and bridges.
- e) Restore waste treatment and disposal systems.
- f) Arrange for debris removal.
- g) General damage assessment support.
- h) Building inspection support.
- i) Provide specialized equipment to support emergency operations.
- j) Support traffic control and search and rescue operations.

e. Utilities.

1) Primary responsibility for this function is assigned to the County Engineer, who will prepare and maintain Annex L (Energy and Utilities) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

- a) Prioritize restoration of utility service to vital facilities and other facilities.
- b) Arrange for the provision of emergency power sources where required.

- c) Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care.
- d) Assess damage to, repair, and restore public utilities.
- e) Monitor recovery activities of privately owned utilities.

f. Resource Management.

- 1) Primary responsibility for this function is assigned to the County Auditor, who will prepare and maintain Annex M (Resource Management) to this plan and supporting SOPs.
- 2) Emergency tasks to be performed include:
 - a) Maintain an inventory of emergency resources.
 - b) During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
 - c) Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
 - d) Establish emergency purchasing procedures and coordinate emergency procurements.
 - e) Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
 - f) Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
 - g) Establish staging areas for resources, if required.
 - h) During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.
 - i) Maintain records of emergency-related expenditures for purchases and personnel.

g. Human Services.

- 1) Primary responsibility for this function is assigned to the Waxahachie Chapter of the Salvation Army and American Red Cross-Dallas Area Chapter, who will prepare and maintain Annex O (Human Services) to this plan and supporting SOPs
- 2) Emergency tasks to be performed include:
 - a) Identify emergency feeding sites.
 - b) Identify sources of clothing for disaster victims.
 - c) Secure emergency food supplies.
 - d) Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross.

- e) Coordinate special care requirements for disaster victims such as the aged, functional and access needs individuals, and others.
 - f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.
- h. Hazard Mitigation.
- 1) The primary responsibility for this function is assigned to the County Engineer, who will prepare and maintain Annex P (Hazard Mitigation) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Maintain the local Hazard Analysis.
 - b) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
 - c) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.
 - d) Coordinate and carry out post-disaster hazard mitigation program.
- i. Transportation.
- 1) The primary responsibility for this function is assigned to the County Engineer, who will prepare and maintain Annex S (Transportation) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Identifies local public and private transportation resources and coordinates their use in emergencies.
 - b) Coordinates deployment of transportation equipment to support emergency operations.
 - c) Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
 - d) Maintains records on use of transportation equipment and personnel for purpose of possible reimbursement.
- j. Donations Management.
- 1) The primary responsibility for this function is assigned to the Emergency Management Coordinator (EMC) and Long-term Recovery Committee (LTRC), who will prepare and maintain Annex T (Donations Management) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:

- a) Compile resource requirements identified by the Resource Management staff.
- b) Solicit donations to meet known needs.
- c) Establish and implement procedures to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
- d) In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.

k. Legal.

- 1) The primary responsibility for this function is assigned to the County Attorney, who will prepare and maintain Annex U (Legal) to this plan and supporting SOPs.
 - 2) Emergency tasks to be performed include:
 - a) Advise local officials on emergency powers of local government and procedures for invoking those measures.
 - b) Review and advise our officials on possible legal issues arising from disaster operations.
 - c) Prepare and/or recommend legislation to implement the emergency powers that may be required during an emergency.
 - d) Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.
- l. Department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of our chief elected official.

7. Volunteer & Other Services

- a. Volunteer Groups. The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with our local government:
 - 1) Waxahachie Chapter, American Red Cross.

The Red Cross provides shelter management, feeding at fixed facilities and through mobile units, first aid, replacement of eyeglasses and medications, provision of basic clothing, and limited financial assistance to those affected by emergency situations, and feeding for emergency workers.
 - 2) Waxahachie Chapter, The Salvation Army.

The Salvation Army provides emergency assistance to include mass and mobile feeding, temporary shelter, counseling, missing person services, medical assistance, and the warehousing and distribution of donated good including food clothing, and household items. It also provides referrals to government and private agencies for special services.

3) Southern Baptist Convention Disaster Relief.

Provides mobile feeding units staffed by volunteers. Active in providing disaster childcare, the agency has several mobile childcare units. It can also assist with clean-up activities, temporary repairs, reconstruction, counseling, and bilingual services.

4) Radio Amateur Civil Emergency Service (RACES).

The Radio Amateur Civil Emergency Service (RACES) provides amateur radio support for emergency operations, including communications support in the EOC.

b. Business Support.

The following businesses have agreed to provide support for emergency operations as indicated:

- 1) Wal-Mart
- 2) Home Depot

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 08.31.2021 SUPPORTING DOCUMENT(S) ATTACHED? Y N)

NAME: Samantha Pickett

PHONE: 972-825-5199 FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Ellis County Emergency Management

ADDRESS: 101 W. Main Street, Waxahachie TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 08.31.2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration, and approval of a Memorandum of Understanding (MOU) with the Ellis County Youth Expo. The MOU will provide a framework for both entities to render assistance and services to victims of disaster, as well as other services which cooperation may be mutually beneficial.

SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR 08.25.2021

*

County Attorney Approval

Ellis County
BRIEFING
Commissioners Court – TBD

**Office of Emergency Management - Memorandum of Understanding with The Ellis
County Youth Expo**

Briefing Date:

Funding Source: N/A

Originating Department:

Prepared by:

Recommended by:

BACKGROUND INFORMATION:

The Memorandum of Understanding (MOU) seeks to establish a cooperative relationship between Ellis County's – Office of Emergency Management (ECOEM) and the Ellis County Youth Expo. The MOU provides a framework for both entities to render assistance and services to victims of disaster, as well as other services for which cooperation may be mutually beneficial. The effective date is August 15, 2021 through August 15, 2023. The adoption of this multi-year MOU will render the County eligible for disaster assistance for animal purposes.

OPERATIONAL IMPACT:

Ellis County and the Ellis County Youth Expo desire to maintain a relationship in providing emergency sheltering services to the community when affected by disaster. Both parties agree to maintain liaisons, work cooperatively at disaster scenes, and provide transparency by keeping the public informed of their efforts.

FINANCIAL IMPACT:

The MOU does not render either party subject to a financial obligation. Reimbursements to the Ellis County Youth Expo for expenditures during disasters may be contingent upon funds appropriated by the Federal Emergency Management Agency (FEMA). Each entity is separately responsible for establishing its own policies and financing its own activities.

LEGAL IMPACT:

This MOU has been reviewed and approved by TBD.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Ellis County, State of Texas:

Be it resolved and ordered that the Ellis County Commissioners Court does hereby approve the 2021 Memorandum of Understanding between Ellis County and Ellis County Youth Expo and authorize the County Judge to sign all documents related to the agreement.

ATTACHMENTS:



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ELLIS COUNTY OFFICE OF
EMERGENCY MANAGEMENT
AND
ELLIS COUNTY YOUTH EXPO**

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ELLIS COUNTY OFFICE OF EMERGENCY MANAGEMENT AND
THE ELLIS COUNTY YOUTH EXPO**

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between Ellis County, Texas on behalf of the Ellis County Office of Emergency Management ("ECOEM") and the Ellis County Youth Expo, in preparing for and responding to certain disaster situations. This MOU provides the broad framework for cooperation between the Ellis County Office of Emergency Management and the Ellis County Youth Expo in rendering assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

II. Independence of Operations

Each party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and procedures and financing its own activities.

The ECOEM and the Ellis County Youth Expo agree that each shall be responsible for its own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any governmental immunities and defenses available to Ellis County or the Ellis County Youth Expo under Texas law. Nothing in the paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

The parties agree that they will, at all times during the Term of this MOU, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each party's obligations hereunder and in accordance with sound accounting practices. The parties will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

III. Disasters Covered by this MOU

The Federal Law governing disaster relief, found in Title 42, Chapter 68 of the United States Code defines "emergencies" and "major disasters" as follows:

"Emergency" means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

"Major Disaster" means any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Some disasters are natural disasters, such as floods, tornados, hurricanes, typhoons, winter storms, tsunamis, hail storms, thunderstorms, wildfires, epidemics, and earthquakes. Human-caused disasters which may be intentional or unintentional include disasters such as residential fires, building collapses, transportation accidents, hazardous

materials releases, explosions, and domestic acts of terrorism. The Ellis County Youth Expo will respond in such disasters and assist with animal related disaster relief activities including animal sheltering and transport using available resources, at the request of the ECOEM.

IV. Ellis County Youth Expo Disaster Relief Assistance

Ellis County Youth Expo emergency assistance is designed to minimize the immediate suffering caused by a disaster by providing shelter and other assistance to address basic animal needs.

Ellis County Youth Expo's disaster responses may vary depending upon available resources and the nature and scope of the required response. Available personnel and resources will be deployed at the request of ECOEM.

V. Role of the Office of Emergency Management

ECOEM is responsible for directing and coordinating responses for disasters, emergencies and threat assessment of terrorism.

ECOEM has coalitions with local law enforcement, fire-rescue departments, government entities and appropriate public or private organizations necessary to develop, implement and respond to security and emergency concerns.

VI. Methods of Cooperation

ECOEM recognizes that the Ellis County Youth Expo has resources and capabilities to assist in responding to domestic disasters affecting people and animals. Therefore, ECOEM and the Ellis County Youth Expo desire to maintain a harmonious and cooperative relationship in providing emergency animal sheltering services to the community when it is affected by a disaster. In order that the resources of the Ellis County Youth Expo and the Ellis County Office of Emergency Management are coordinated and used to the fullest advantage in rendering disaster relief, all agencies agree to the following:

- A. Maintain close liaison between the Ellis County Youth Expo and the ECOEM by conferences, meetings, telephone, facsimile, e-mail, and other means. Each organization agrees to share current relevant data regarding disaster declarations and changes in applicable legislation or regulation
- B. The Ellis County Youth Expo and the ECOEM agree to supply the other with disaster response points of contact on an annual basis.
- C. Both parties agree to include a representative of the other party in appropriate committees and/or task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
- D. Both parties will be encouraged to engage in training, educational or developmental opportunities, as appropriate.
- E. Both parties agree to keep each other informed of disaster and emergency

situations, the human and/or animal needs created by the events, and the actions they have taken regarding services delivery to the affected area and victims.

- F. During a disaster the Ellis County Youth Expo will, as appropriate at the request of ECOEM, provide liaison personnel to the County's Emergency Operations Center or other applicable location during a disaster. ECOEM will provide space and other required support, such as computer, e-mail access and a designated phone line for the Ellis County Youth Expo liaison personnel assigned to the Emergency Operations Center or other applicable location, when possible.
- G. As appropriate, the Ellis County Youth Expo will provide identifying apparel or badges to wear in any activities performed with this Memorandum of Understanding.
- H. Both parties and their staff members will work cooperatively at the scene of a disaster and in the disaster recovery, within the scope of their respective roles and duties.
- I. Recognizing the need for advising the public of the work of both parties, ECOEM and the Ellis County Youth Expo will make every effort, through their public information offices during the time of the disaster, to keep the public informed of their cooperative efforts.
- J. The ECOEM will not impede the Ellis County Youth Expo's efforts conducting special appeals and campaigns for funds during times of disaster.
- K. Both parties will encourage mutual participation and coordination of services to the community.
- L. Both parties agree to display the name, emblem, or trademarks of the Ellis County Youth Expo and ECOEM only in the case of defined projects and only with the prior express written consent of the other parties.
- M. All parties agree to distribute this MOU within their respective organizations, departments, and administrative offices and encourage cooperation.

VII. Financial Obligation

Signature of this Memorandum of Understanding does not constitute a financial obligation on the part of ECOEM or the Ellis County Youth Expo. Each signatory party is to use and manage its own funds in carrying out the purpose of this Memorandum of Understanding.

VIII. Funds Availability

Reimbursement to the Ellis County Youth Expo for expenditures during a disaster from the ECOEM may be contingent upon funds appropriated by the Federal Emergency

Management Agency as described in the Disaster Assistance Policy DAP9523.19, "Eligible Costs Related to Pet Evacuation and Sheltering." Other portions of grant funds may be contracted to the Ellis County Youth Expo to assist in the completion of tasks related to the responsibilities outlined in this Memorandum of Understanding. It is understood and agreed that any monies allocated for the purposes covered by this Memorandum of Understanding shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available.

IX. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate.

X. Term and Termination

This MOU is effective as of **August 1, 2021**. It will expire on **August 1, 2023**. Six months prior to expiration, all parties will meet to review the progress and success of the cooperative effort. In connection with such review, all parties may decide to extend this MOU for an additional period of time not exceeding five years, and if so, shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time for any reason or for no reason.

XI. Miscellaneous

- A. This MOU does not create a partnership or a joint venture. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.
- B. **This MOU is expressly made subject to Ellis County's sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law.**

[Signature Page to Follow]

Ellis County, Texas

NAME: _____

Date: _____

Signature: _____
County Judge

Ellis County Youth Expo

NAME: SHAWN A. YARBROUGH

Date: 8/4/21

Signature: 

COMMISSIONERS COURT AGENDA REQUEST

The Commissioners Court convenes in regular session at **2:00 p.m. every other Tuesday** (for full list of dates, please visit <http://co.ellis.tx.us/DocumentCenter/View/7543/FY-2018-2019-Amended-Commissioners-Court-Schedule>). The Commissioners Court is located at 101 West Main St., Waxahachie, Texas, on the 2nd floor of the Historic Courthouse. Special sessions may convene as deemed necessary to conduct the business of the County.

PLEASE INCLUDE AN EXTRA ORIGINAL FOR CONTRACTS AND AGREEMENTS IF YOU REQUIRE AN ORIGINAL COPY RETURNED FOR YOUR FILES.

The **deadline** for submitting an agenda request with the supporting information is **12:00 noon on the Wednesday immediately preceding Commissioners Court.** This will give ample time for preparation of the agenda.

If you are not representing an organization, board, elected or appointed official, your agenda request must be filed through your respective Commissioner.

***All agreements, contracts and instruments, that otherwise bind the County, must first be approved in form and content by the County Attorney before submitting to the County Judge for the Commissioners Court Agenda.**

Please fill out this form completely:

DATE: 08.31.2021 SUPPORTING DOCUMENT(S) ATTACHED? Y N)

NAME: Samantha Pickett

PHONE: 972-825-5199 FAX: 972-825-5551

DEPARTMENT OR ASSOCIATION: Ellis County Emergency Management

ADDRESS: 101 W. Main Street, Waxahachie TX 75165

PREFERRED DATE TO BE PLACED ON AGENDA: 08.31.2021

DESCRIPTION OF AGENDA REQUEST (please use exact desired wording for agenda):

Discussion, consideration, and approval of a Memorandum of Understanding (MOU) with the Ellis County Society for the Prevention of Cruelty to Animals (SPCA). The MOU will provide a framework for both entities to render assistance and services to victims of disaster, as well as other services which cooperation may be mutually beneficial.

SAMANTHA PICKETT, EMERGENCY MANAGEMENT COORDINATOR 08.25.2021

*

County Attorney Approval

Ellis County
BRIEFING
Commissioners Court – TBD

**Office of Emergency Management - Memorandum of Understanding with the
Society for the Prevention of Cruelty to Animals of Texas**

Briefing Date:

Funding Source: N/A

Originating Department:

Prepared by:

Recommended by:

BACKGROUND INFORMATION:

The Memorandum of Understanding (MOU) seeks to establish a cooperative relationship between Ellis County's – Office of Emergency Management (ECOEM) and the Society for the Prevention of Cruelty to Animals of Texas (SPCA of Texas). The MOU provides a framework for both entities to render assistance and services to victims of disaster, as well as other services for which cooperation may be mutually beneficial. The effective date is August 15, 2021 through August 15, 2023. The adoption of this multi-year MOU will render the County eligible for disaster assistance for animal purposes.

OPERATIONAL IMPACT:

Ellis County and the SPCA of Texas desire to maintain a relationship in providing emergency animal rescue, transport, and sheltering services to the community when affected by disaster. Both parties agree to maintain liaisons, work cooperatively at disaster scenes, and provide transparency by keeping the public informed of their efforts.

FINANCIAL IMPACT:

The MOU does not render either party subject to a financial obligation. Reimbursements to SPCA of Texas for expenditures during disasters may be contingent upon funds appropriated by the Federal Emergency Management Agency (FEMA). Each entity is separately responsible for establishing its own policies and financing its own activities.

LEGAL IMPACT:

This MOU has been reviewed and approved by TBD.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Ellis County, State of Texas:

Be it resolved and ordered that the Ellis County Commissioners Court does hereby approve the 2021 Memorandum of Understanding between Ellis County and SPCA of Texas and authorize the County Judge to sign all documents related to the agreement.

ATTACHMENTS:



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ELLIS COUNTY OFFICE OF
EMERGENCY MANAGEMENT
AND
THE SPCA OF TEXAS**

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ELLIS COUNTY OFFICE OF EMERGENCY MANAGEMENT AND
THE SPCA OF TEXAS**

I. Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to define a working relationship between the Ellis County, Texas on behalf of the Ellis County Office of Emergency Management (“ECOEM”) and the Society for the Prevention of Cruelty to Animals of Texas (hereinafter “SPCA of Texas”), in preparing for and responding to certain disaster situations. This MOU provides the broad framework for cooperation between the Ellis County Office of Emergency Management and the SPCA of Texas in rendering assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

II. Independence of Operations

Each party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and procedures and financing its own activities.

The ECOEM and the SPCA of Texas agree that each shall be responsible for its own negligent acts or omissions or other tortuous conduct in the course of performance of this Agreement, without waiving any governmental immunities and defenses available to Ellis County or SPCA of Texas under Texas law. Nothing in the paragraph is shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

The parties agree that they will, at all times during the Term of this MOU, maintain in full force and effect insurance or self-insurance to the extent permitted by applicable laws, and that is maintained at appropriate levels of insurance commensurate with each party’s obligations hereunder and in accordance with sound accounting practices. The parties will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

III. Disasters Covered by this MOU

The SPCA of Texas is dedicated to providing every animal exceptional care and a loving home. On a regional level, the SPCA of Texas responds to all kinds of disasters, whether or not they are the subject of a Presidential declaration. The disasters to which the SPCA of Texas responds include threatening events of such destructive magnitude and force as to dislocate people, separate family members,

cause damage or destruction of homes, or injure or kill people and animals. A disaster produces a range and level of immediate suffering and basic human and animal needs that cannot be promptly or adequately addressed by the affected people and impedes them from initiating and proceeding with their recovery efforts.

The Federal Law governing disaster relief, found in Title 42, Chapter 68 of the United States Code defines “emergencies” and “major disasters” as follows:

“Emergency” means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

“Major Disaster” means any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought”, or regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Some disasters are natural disasters, such as floods, tornados, hurricanes, typhoons, winter storms, tsunamis, hail storms, thunderstorms, wildfires, epidemics, and earthquakes. Human-caused disasters which may be intentional or unintentional include disasters such as residential fires, building collapses, transportation accidents, hazardous materials releases, explosions, and domestic acts of terrorism. The SPCA of Texas will respond in such disasters and assist with animal related disaster relief activities including animal rescue, sheltering and transport using available resources, at the request of the ECOEM.

IV. Organization of the SPCA of Texas

The SPCA of Texas operates three shelters and three spay/neuter and wellness clinics located in Dallas, McKinney, and Ellis County, Texas. The SPCA of Texas serves as an active resource center providing an array of programs and services for people and

animals. The SPCA of Texas is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation and facilities available for animal related disaster relief. The SPCA of Texas also formulates cooperative plans and procedures with local government, non-governmental agencies and private organizations for animal related relief activities should a disaster occur.

V. SPCA of Texas Disaster Relief Assistance

SPCA of Texas emergency assistance is designed to minimize the immediate suffering caused by a disaster by providing food, water, shelter, first aid, and other assistance to address basic animal needs.

SPCA of Texas emergency assistance may be provided to animals and their owners depending on the victim's needs. Care is provided through any combination of three integrated elements: (1) temporary shelters; (2) mobile animal rescue operations and transport, and (3) distribution of animal related relief supplies.

SPCA of Texas disaster responses vary depending upon available resources and the nature and scope of the required response. Available personnel and resources will be deployed at the request of ECOEM.

VI. Role of the Office of Emergency Management

ECOEM is responsible for directing and coordinating responses for disasters, emergencies and threat assessment of terrorism.

ECOEM has coalitions with local law enforcement, fire-rescue departments, government entities and appropriate public or private organizations necessary to develop, implement and respond to security and emergency concerns.

VII. Methods of Cooperation

ECOEM recognizes that the SPCA of Texas has resources and capabilities to assist in responding to domestic disasters affecting people and animals. Therefore, ECOEM and the SPCA of Texas desire to maintain a harmonious and cooperative relationship in providing emergency animal rescue, transport and sheltering services to the community when it is affected by a disaster. In order that the resources of the SPCA of Texas and the Ellis County Office of Emergency Management are coordinated and used to the fullest advantage in rendering disaster relief, all agencies agree to the following:

- A. Maintain close liaison between the SPCA of Texas and the ECOEM by conferences, meetings, telephone, facsimile, e-mail, and other means. Each organization agrees to share current relevant data regarding disaster declarations and changes in applicable legislation or regulations.

- B. The SPCA of Texas and the ECOEM agree to supply the other with disaster response points of contact on an annual basis.
- C. Both parties agree to include a representative of the other party in appropriate committees and/or task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
- D. Both parties will be encouraged to engage in training, educational or developmental opportunities, as appropriate.
- E. Both parties agree to keep each other informed of disaster and emergency situations, the human and/or animal needs created by the events, and the actions they have taken regarding services delivery to the affected area and victims.
- F. During a disaster the SPCA of Texas will, as appropriate at the request of ECOEM, provide liaison personnel to the County's Emergency Operations Center or other applicable location during a disaster. ECOEM will provide space and other required support, such as computer, e-mail access and a designated phone line for the SPCA of Texas liaison personnel assigned to the Emergency Operations Center or other applicable location, when possible.
- G. As appropriate, the SPCA of Texas will provide identifying apparel or badges to wear in any activities performed with this Memorandum of Understanding.
- H. Both parties and their staff members will work cooperatively at the scene of a disaster and in the disaster recovery, within the scope of their respective roles and duties.
- I. Recognizing the need for advising the public of the work of both parties, ECOEM and the SPCA of Texas will make every effort, through their public information offices during the time of the disaster, to keep the public informed of their cooperative efforts.
- J. The ECOEM will not impede the SPCA of Texas' efforts in conducting special appeals and campaigns for funds during times of disaster.
- K. Both parties will encourage mutual participation and coordination of services to the community.
- L. Both parties agree to display the name, emblem, or trademarks of the SPCA of Texas and ECOEM only in the case of defined projects and only with the prior express written consent of the other parties.
- M. All parties agree to distribute this MOU within their respective organizations, departments, and administrative offices and encourage cooperation.

VIII. Financial Obligation

Signature of this Memorandum of Understanding does not constitute a financial obligation on the part of ECOEM or the SPCA of Texas. Each signatory party is to use and manage its own funds in carrying out the purpose of this Memorandum of Understanding.

IX. Funds Availability

Reimbursement to the SPCA of Texas for expenditures during a disaster from the ECOEM may be contingent upon funds appropriated by the Federal Emergency

Management Agency as described in the Disaster Assistance Policy DAP9523.19, “Eligible Costs Related to Pet Evacuation and Sheltering.” Other portions of grant funds may be contracted to the SPCA of Texas to assist in the completion of tasks related to the responsibilities outlined in this Memorandum of Understanding. It is understood and agreed that any monies allocated for the purposes covered by this Memorandum of Understanding shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available.

X. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate.

XI. Term and Termination

This MOU is effective as of **August 1, 2021**. It will expire on **August 1, 2023**. Six months prior to expiration, all parties will meet to review the progress and success of the cooperative effort. In connection with such review, all parties may decide to extend this MOU for an additional period of time not exceeding five years, and if so, shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time for any reason or for no reason.

XII. Miscellaneous

- A. This MOU does not create a partnership or a joint venture. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.
- B. This MOU is expressly made subject to Ellis County’s sovereign immunity, Title 5 of the Texas Civil Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law.**

[Signature Page to Follow]

Ellis County, Texas

NAME: _____

Date: _____

Signature: _____

County Judge

SPCA

NAME: Karen Froehlich

Date: 8/25/2021

Signature: *Karen Froehlich*

**Elected Official Salaries
Texas Association of Counties**

County	2017		Attorney	Commissioner	Constable	County Clerk	District Clerk	Judge	JP	Sheriff	Tax AC	Treasurer
	Population	FY20 Budget										
Collin	1,034,730	\$338,440,296	No data	\$130,020	\$108,252	\$133,851	\$133,851	\$159,180	\$117,350	\$178,037	\$132,352	No data
Denton	887,207	\$321,536,026	No data	\$124,802	\$103,626	\$123,265	\$123,265	\$149,529	\$103,445	\$155,228	\$124,802	\$117,404
Johnson	175,817	\$88,905,807	\$168,000	\$93,589	\$66,986	\$92,428	\$88,054	\$102,550	\$74,989	\$112,965	\$88,166	\$71,747
Kaufman	136,154	\$52,538,313	No data	\$75,717	\$55,813	\$70,623	\$70,623	\$87,737	\$70,156	\$82,075	\$70,623	\$70,623
Parker	142,878	\$84,110,102	\$106,755	\$107,353	\$76,543	\$88,240	\$88,240	\$122,570	\$88,240	\$111,633	\$88,240	\$88,240
Rockwall	104,915	\$54,075,616	No data	\$88,000	\$76,000	\$96,000	\$96,000	\$102,069	\$90,000	\$128,000	\$96,000	\$96,000
Wise	69,984	\$53,167,384	\$90,600	\$82,800	\$40,500	\$75,700	\$74,100	\$82,800	\$66,300	\$95,000	\$78,000	\$81,600
FY21 Ellis	184,826	\$76,045,848	\$12,739	\$89,460	\$66,233	\$79,130	\$79,130	\$96,542	\$72,468	\$97,096	\$79,130	\$79,130
FY22 Ellis (Proposed)			\$13,376	\$92,663	\$68,604	\$85,750	\$85,750	\$96,542	\$75,062	\$112,500	\$90,000	\$87,500
% increase			5.00%	3.58%	3.58%	8.37%	8.37%	0.00%	3.58%	15.86%	13.74%	10.58%

Notes:

1. Salaries do not include supplemental salaries or any allowances for travel, cars, etc.
2. Includes counties bordering Dallas and Tarrant.
3. Estimated total county populations provided by the U.S. Census Bureau.