



TEXAS ASSOCIATION *of* COUNTIES COUNTY INFORMATION RESOURCES AGENCY

SERVICES AGREEMENT

FINDINGS:

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body has approved execution of an Interlocal Participation Agreement with CIRA.

AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

1. **GENERAL TERMS AND CONDITIONS**
 - 1.1 **Definitions.**
 - 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
 - 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

considered a customization of the website, and the Member will be charged accordingly.

3.7 Third-party content.

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and
- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

3.8 Prohibited content.

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

4. ADDITIONAL SERVICES.

4.1 CIRA may offer Member services in addition to email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

COUNTY INFORMATION RESOURCE AGENCY

By: _____ Date: _____
Executive Director, Texas Association of Counties

MEMBER:
By: Ray Powell Date: 9-14-23
[Signature]

RAY POWELL
[Printed Name]

COUNTY JUDGE
[Title]

Exhibit B: Website Services, Pricing and OrderForm

Website Services

Website hosting is provided by a third-party vendor. Migration, management and support services provided by TAC CIRA. Please place an "X" in the box next to the website service selected and get authorized signature below.

County/Member Name: HALL

Selected Service	Website Service Description	Cost
<input type="checkbox"/>	<p>Standard Website Package</p> <ul style="list-style-type: none"> • Modern & streamlined pre-set website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm 	<p>\$1,550 per year</p>
<input checked="" type="checkbox"/>	<p>Standard Plus Website Package <i>Includes all features of Standard Package, plus website postings add-on</i></p> <ul style="list-style-type: none"> • Modern & streamlined pre-set website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form 	<p>\$3,550 per year</p>



Hall County Sheriff's Office

Tom Heck, Sheriff

EXHIBIT
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Judge Powell,

On Tuesday October 3rd 2023, at around 0920 a.m., I spoke with Rita Fyffe from Texas Association of Counties, (TAC) in regards to Hall County Sheriffs Office employes working the extra job in Turkey Texas Hall County through AEP.

I explained to Fyffe that AEP was paying officers hourly to work at their site. I also explained that the extra job was with in Hall County Texas, and that Hall County Deputies, while working this extra job, were able to work traffic, and respond to all calls.

I also explained that the reason for this extra job was watching over (3) 18-wheeler generators that supply Hall County with backup electricity for the electric grid if needed. This was put in place by AEP, after the tornado destroyed the power substation in Motley County Texas.

It should be noted that the Hall County Sheriff's Office has issued traffic citations and has also responded to numerous calls (major vehicle crashes, possible kidnapping and suspicious vehicles and persons), in the south end of the County, with a much quicker and more attentive response.

The citizens in and around the City of Turkey have responded to our presence in a very positive way, compliments of traffic notably slowing down, less stop sign violations, and other positive feedback. They even bring us food and drinks and check on us to see if we need anything.

With this said, we are requesting this in writing that, Hall County Commissioners Court is aware of the extra work we are doing and, they approve this employment and using Hall County property.

It should be noted that this type of employment and the use of County equipment has been normal practice for the past twenty years.

Sincerely Submitted

Tom Heck
10-03-2023

PCT1

PCT2

PCT3

PCT4

Hall County Judge

[Handwritten signatures for PCT1, PCT2, PCT3, PCT4, and Judge Powell]



Hall County Sheriff's Office

Tom Heck, Sheriff

On October 3, 2023 at around 1520 pm I received a call from Carmen Napp from Texas Association of Counties (TAC). She too reiterated what Rita Fyffe had stated and shared the same information as this was not an issue with TAC or the policy of Hall County or the Policy of the Hall County Sheriff's Office.

512 W. Main St Ste. 7 ★ Memphis, Texas 79245
806-259-2151 Office 806-259-2137 Fax
<https://www.co.hall.tx.us/page/hall.Sheriff>

Kaci Mills

From: hallcoclerk@gmail.com
Sent: Tuesday, December 5, 2023 10:33 AM
To: Kaci Mills
Subject: Message from "RNP5838797BD0B4" 2/2
Attachments: 20231205103254987_0002.pdf

Ray Powell

From: Ray Powell <hallcojudge@dtgoftexas.com>
Sent: Monday, May 1, 2017 3:23 PM
To: Wimp McQueen
Cc: 'Ray Powell'
Subject: FW: Pipeline Safety Meeting April 28 in Childress

Wimp, I understand that Woody damaged a gas pipeline one day last week. I need some information as I have to report the incident to the Railroad Commission.

What was the date and time of the incident?
Was 811 called?
Was the pipeline company called?
Who is the owner of the pipeline?
When was the pipeline company called?
What was the exact location?
Did Woody call 911?
Type of work performed? Grader, Loader, Other?
Did Woody have any downtime?
Was there a release of product (blowing gas hissing)?
Did damage cause an interruption in service? If yes, duration of interruption of service (hours).
Approximate number of customers affected?
Estimate cost of repair/restoration?
Number of people injured?
What was the pipeline material?
What was the diameter of the damaged pipe?
What was the depth of the damaged pipeline at the point of contact?
What type of product was being transported? Natural or other gases?
What was the cause of the breakage? Our grader, loader, etc.?
Was it to close to the surface?

Wimp, I need this information ASAP!

Ray Powell

From: Ray Powell [mailto:hallcojudge@dtgoftexas.com]
Sent: Thursday, April 28, 2016 3:04 PM
To: garyproffitt@sbcglobal.net; Hallcojudge; 'James Fuston'; Terry Lindsey; Wimp McQueen
Cc: 'Ray Powell'
Subject: FW: Pipeline Safety Meeting April 28 in Childress

Commissioners Lindsey, Proffitt, & McQueen, the road hands from your precincts were not at the meeting today. Did you have them on special assignment? When we were charged \$1,500.00 by the Railroad Commission here is what happened:

Brent Foard cut the gas line somewhere close to Lake View while on the grader or front end loader. He called the West Texas Gas Company and Commissioner Lindsey, which was good, but he should have also notified the 811 number. Then Lindsey or Foard should have notified me as I was supposed to send a detail report in to the Railroad Commission within ten days. I did not do so as I knew nothing about the incident. Anyway, not reporting to the Railroad Commission within the ten day period cost the county \$1,500.00.

I assume that you three and your road employees know what to do in case a pipe line is ruptured by one of our road employees?