# NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

Notice is hereby given that a Regular Meeting of the above named Commissioners' Court will be held on the 7th day of June, 2021 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

- Read for approval the minutes of the Special Meeting held at 9:00 a.m. on Monday, May 24, 2021.
- Read for approval all monthly bills and claims submitted to the Court and dated through June 7, 2021.
- Hear the monthly Public Assistance Report. 3.
- Review the May 2021 fire runs as submitted by the City of Levelland.
- Discussion and potential action to rescind the burn ban.
- 6. Discussion and potential action to designate county cemetery located behind Oxy building which is on Highway 114 to be used for pauper burials only.
- 7. Consider and take necessary action to approve the Certificate of Completion for Continuing Education for Shirley Penner, Auditor.
- 8. Discussion and potential action concerning employee dental coverage to be paid by employees who chose to participate.
- 9. Consider and take necessary action to approve the Texas Association of Counties Renewal Notice and Benefit Confirmation for 2022.
- 10. Discussion and potential action to approve the Texas Association of Counties Service Agreement for FY 2022 Website Price Increase.
- 11. Consider and take necessary action to advertise for bids for a 2020 or newer model pickup for use by Juvenile Probation.
- 12. Discussion and potential action to grant authorization as to the request from the Chamber of Commerce concerning an event to be held in September.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

Sharla Baldridge, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 3rd day of June, 2021, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 3<sup>rd</sup>

Jennifer Palermo, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas

Filed for Record o'clock M.

JUN 0 3 2021

County Clerk, Hockley County, Texas

# THE STATE OF TEXAS COUNTY OF HOCKLEY

# IN THE COMMISSIONER'S COURT OF HOCKEY COUNTY, TEXAS

#### REGULAR MEETING

#### JUNE 7, 2021

Be it remembered that on this the 7<sup>rd</sup> day of June A.D. 2021, there came on to be held a Regular Meeting of the Commissioners Court, and the court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present towit:

Sharla Baldridge County Judge

Alan Wisdom Commissioner Precinct No. 1

Larry Carter Commissioner Precinct No. 2

Seth Graf Commissioner Precinct No. 3

Thomas R "Tommy" Clevenger Commissioner Precinct No. 4

Jennifer Palermo, County Clerk, and Ex-Officio Clerk of Commissioners Court when the following proceedings were had to-wit:

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioner's Court, held on May 24, 2021, A.D. be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Graf, 4 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through June 7, 2021, A.D. be approved and stand as read.

Tabled Public Assistance Administrator monthly reported

Review the May 2021 fire runs as submitted by the City of Levelland.



# LEVELLAND FIRE DEPARTMENT

603 5th St Levelland, Texas 79336

# **County Monthly By Date**

District: 2

Inc #: Exp #: Alarm Date: **Incident Type:** 

2

2021132

5/31/2021 00:20 100 - Fire, other

Address: Intersection of USA RD & N US HIGHWAY 385, HOCKLEY CO, TX

# of Personnel:

Hours Paid per Person:

Total Man Hours: .00

# of Apparatus:

Total Call Duration: 00:45:00

LITTLEFIELD CALLED TO REQUEST MUTUAL AID ON A TANK BATTERY FIRE, NORTH OF THE COUNTY LINE, INSIDE LAMB COUNTY.

2021126 0 5/27/2021 16:27 600 - Good intent call, other

Address: Intersection of N FM 2130 & E STATE HIGHWAY 114, HOCKLEY CO, TX

# of Personnel:

Hours Paid per Person:

Total Man Hours: .00

# of Apparatus:

Total Call Duration: 00:53:00

PD ADVISED THEY RECEIVED A CALL OF A VEHICLE ON FIRE EAST OF SMYER. SMYER FD WAS UNABLE TO RESPOND. UPON ARRIVAL, FIRE UNITS FOUND A TRUCK THAT HAD BEEN ON FIRE UNDERNEATH THE PICKUP, BUT WAS PUT OUT BY PEOPLE ON SCENE, PRIOR TO OUR ARRIVAL. WE CHECKED THE TRUCK AND A WRECKER RESPONDED. THE VEHICLE WAS STILL PARTIALLY IN THE HIGHWAY.

2021124

5/16/2021 22:40 600 - Good intent call, other

Address: Intersection of S US HIGHWAY 385 & E FM 1585, HOCKLEY CO, TX

# of Personnel:

Hours Paid per Person:

Total Man Hours: .00

# of Apparatus:

1

3

Total Call Duration: 00:22:00

REPORT OF POSSIBLE SMOKE IN THE AREA, NOTHING FOUND.

2021123

5/16/2021 21:30 600 - Good intent call, other

Address: Intersection of FM 41 & S FM303, HOCKLEY CO, TX

# of Personnel:

Hours Paid per Person:

Total Man Hours:

# of Apparatus: 3

Total Call Duration: 01:19:00

SUNDOWN REQUESTED WE RESPOND TO THIS LOCATION FOR MUTUAL AID ON A TANK BATTERY FIRE. UPON ARRIVAL, UNITS APPLIED FOAM TO THE FIRE AND BLANKETED THE TANK.

# 55gallons of AFFF

2021122 0 5/15/2021 20:08 151 - Outside rubbish, trash or waste fire

Address: Intersection of S FM303 & FM 300, HOCKLEY CO, TX

# of Personnel:

Hours Paid per Person:

Total Man Hours: .00

# of Apparatus:

3

3

Total Call Duration: 00:53:00

PD ADVISED THERE WAS A PIT FIRE AT THIS LOCATION. WHILE EN ROUTE, THEY ADVISED THE SUBJECT THERE LIT THE FIRES BEFORE THE STORM.

2021119

5/12/2021 16:42 611 - Dispatched & canceled en route

Address: Intersection of E STATE HIGHWAY 114 & HAWK RD, HOCKLEY CO, TX

Total Man Hours: .00

# of Personnel: 3 Hours Paid per Person:

# of Apparatus:

2

2

3

Total Call Duration: 00:08:00

PD ADVISED THEY RECEIVED A CALL ABOUT A POSSIBLE VEHICLE FIRE ON 114 AND SMYER. SMYER WAS UNABLE TO RESPOND, AND WE WERE CANCELED BY C-2 BEFORE ARRIVAL. HE ADVISED IT WAS MECHANICAL PROBLEMS, AND WE COULD CANCEL. UNITS RETURNED TO TOWN. ACTUAL LOCATION WAS CLOSER TO HAWK RD AND 114.

2021113

5/9/2021 14:49 611 - Dispatched & canceled en route

Address: Intersection of E FM 1585 & FM 3261, HOCKLEY CO, TX

# of Personnel:

Hours Paid per Person:

Total Man Hours: .00

# of Apparatus:

Total Call Duration: 00:05:00

695 RESPONDED TO THIS CALL IN R-4, HOWEVER AT THE TIME OF SUBMITTING THIS REPORT, R-4 WAS GONE FROM FIRE PROGRAMS, AND COULDLD NOT BE ADDED TO THE CALL.

PD ADVISED THERE WAS A ONE VEHICLE ROLLOVER AT THIS LOCATION. THEY CALLED TO ADVISED THERE WAS A SECOND CRASH AT 114 AND EAGLE, 695 STARTED R-4 SOUTH TO THE FIRST CALL, AND E-8 ROLLED TO 114 AND EAGLE. WE WERE CANCELED SHORTLY AFTER LEAVING THE STATION.

2021112

5/8/2021 16:06 · 600 - Good intent call, other

Address:

Intersection of NIGHTINGALE RD & E FM 1585, HOCKLEY CO, TX

# of Personnel:

Hours Paid per Person:

Total Man Hours: .00

# of Apparatus:

Total Call Duration: 00:44:00

house fire

2021111

5/7/2021 20:17 412 - Gas leak (natural gas or LPG)

propane tank and now it's leaking. Upon arrival we found the leaking tank and shut

3423 DALLAS RD, HOCKLEY CO, TX 79336

# of Personnel:

5

Hours Paid per Person:

Total Man Hours: .00

# of Apparatus:

Total Call Duration: 01:13:00

3

We received a call from the homeowner stating that a piece of tin blew and hit her

the valve to shut the system down. We then returned to the station.

**Total Number of Incidents in this District: 9** 

Grand Total Call Duration: 0 Days, 06:2

# Report Filter Settings

**Report Name:** County Monthly by Date - with Narrative

Filter Name: Date Range, District, and Incident Type Code

Filter Expression: (Not Is Null [IncidentNumber]) And ([AlarmDateTime] is between '5/1/2021 00:00'

and '6/1/2021 00:00') And ([DistrictID] equals '2 - 2')

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes No, that Commissioners Court approved Rescinding the order prohibiting outdoor burning. As per Order recorded below.

| STATE OF TEXAS    | §        | IN THE COUNTY COURT   |
|-------------------|----------|-----------------------|
|                   | <b>§</b> | OF                    |
| COUNTY OF HOCKLEY | 8        | HOCKLEY COUNTY, TEXAS |

# RESCINDING THE ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, the Texas Local Government Code provides that the Commissioners' Court of a County, by order, may prohibit outdoor burning in the unincorporated areas of the county if the Commissioners Court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and

**WHEREAS**, the Hockley County Judge does hereby find that circumstances present in the unincorporated area of Hockley County no longer create a public safety hazard that would be exacerbated by certain outdoor burning; and

**BE IT THEREFORE ORDERED** that the Order Prohibiting Burning of the unincorporated areas of Hockley County, dated March 25, 2021 *be rescinded* effective at 10:00 a.m., Monday, June 7, 2021.

DATED this 7th day of June, 2021.

Sharla Baldridge, Hockley Jounty Judge

Alan Wisdom, Commissioner, Pct. 1

Seth Graf, Commissioner, Pct. 3

Larry Carter, Commissioner, Pct. 2

Tømmy Clevenger, Jommissioner Pct. 4

ATTEST:

Jennifer Palermo, Hockley County Clerk

Motion by Commissioner Carter, second by Commissioner Wisdom, 4 votes yes, 0 votes No, that Commissioners Court approved to designate county cemetery located behind Oxy building which is on Highway 114 to be used for pauper burials only. As per Order designating recorded below.

| THE STATE OF TEXAS | §        | IN THE COMMISSIONERS COURT |
|--------------------|----------|----------------------------|
|                    | §        |                            |
| COUNTY OF HOCKLEY  | <b>§</b> | HOCKLEY COUNTY, TEXAS      |

# ORDER DESIGNATING CEMETERY FOR PAUPER BURIAL

Upon Motion duly made by Larry Carter, Commissioner, Precinct 2 and seconded by Alan Wisdom, Commissioner, Precinct 1 and unanimously carried:

**IT IS HEREBY ORDERED** by the Commissioners Court of Hockley County that the county cemetery located behind Oxy offices off of Highway 114 be and is hereby designated for use by the county for pauper cremation burials only.

Signed this the 7th day of June, 2021.

Sharla Baldridge, Hockley County Judge

ATTEST:

Jennifer Palermo, Hockley County Clerk



Motion by Commissioner Graf, second by Commissioner Wisdom, 4 votes yes, 0 votes No, that Commissioners Court approved the certificate of completion for continuing education for Shirley Penner, Auditor. As per certificate recorded below.



The University of Texas at Austin LBJ School of Public Affairs (TSBPA Sponsor ID: 000628)

This is to certify that

# **Shirley Penner**

successfully completed the continuing education program

# A CPA'S GUIDEBOOK FOR ETHICAL BEHAVIOR

A Continuing Professional Education Ethics Course for Texas CPAs

By Allison M. McLeod, LL.M, CPA

held on May 3, 2021

as part of the County Auditors Institute

Lovdy H Grossman Governor's Center for Management Development LBJ School of Public Affairs



THE UNIVERSITY OF TEXAS AT AUSTIN
LBJ School of Public Affairs
Governor's Center for Management Development
Drawer Y • Austin, Texas 78713-8925
(512) 471-0820

CONTINUING PROFESSIONAL EDUCATION CREDITS

The LBJ School of Public Affairs, ID No. 628, recognizes

# **Shirley Penner**

for satisfactory completion of the registered sponsor course number: 21019

entitled: County Auditors Insititute

conducted on: May 4-6, 2021

thereby qualifying for: \_21.4\_ of \_21.4\_ CPE credits which are registered with the Texas State Board of Public Accountancy.

Lovdy H. Grossman

Governor's Center for Management Development

Motion by Commissioner Graf, second by Commissioner Carter, 4 votes yes, 0 votes No, that Commissioners Court approved employee dental coverage to be paid by employees who chose to participate. As per Final Plan Selection Form recorded below.

# Hockley County Final Plan Selection Form

Effective Date: 10/1/2021

Please indicate the dental plan your Commissioners' Court or Board of Directors has chosen for the coming plan year. Email or fax selection form and initialed rate sheet to (512) 481-8481, **no later than 30 days prior to your effective date.** Call or email your Employee Benefit Specialist at 1-800-456-5974 with any questions.

|   | VOLUNIARY DENIAL  | PLAN                          |  |  |  |
|---|---|-------------------------------|--|--|--|
| ☐ Plan I (\$2000<br>Annual Max)                   | ☐ Plan III (\$1000 Annual Max)                          | ☐ With Orthodontics           |  |  |  |
| ⊠ Plan II (\$1500<br>Annual Max)                  | ☐ Plan IV (\$750 Annual Max) Orthodontics Not Available |                               |  |  |  |
| ☐ Not Applicable – Did Not Elect Dental Coverage  |   |                               |  |  |  |
|   |   |                               |  |  |  |
| Indicate your broker/agent's name, if applicable: |   |                               |  |  |  |
| Signature (County Judge or Co                     | ntracting Authority)  Maria Da Print Nat                | addridge, Hockley County Judg |  |  |  |

# Hockley County Final Plan Selection Form

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| VOLUNTARY DENTAL PLAN         |   |                     |  |
|-------------------------------|---|---------------------|--|
| ☐ Plan I (\$2000 Annual Max)  | ☐ Plan III (\$1000 Annual Max)                          | ☐ With Orthodontics |  |
| ☑ Plan II (\$1500 Annual Max) | ☐ Plan IV (\$750 Annual Max) Orthodontics Not Available | With Orthodonius    |  |

Dental: Plan II 100% Preventive, \$50 Ded, 80% Basic, 50% Major

Your payroll deductions for dental benefits are: Pre Tax

| Tier                     | New Rates<br>Effective<br>10/1/2021 | New Amount<br>Employer Pays | New Amount<br>Employee<br>Pays | New Amount<br>Retiree Pays |
|--------------------------|-------------------------------------|-----------------------------|--------------------------------|----------------------------|
| Employee Only            | \$27.44                             | 0.00                        | \$ 27.44                       | \$ 27.44                   |
| Employee +<br>Child(ren) | \$68.61                             | 0.00                        | \$ 68.61                       | \$ 68.61                   |
| Employee +<br>Spouse     | \$54.90                             | 0.00                        | \$ 54.90                       | \$ 54.90                   |
| Employee +<br>Family     | \$98.06                             | 0.00                        | \$ 98.06                       | \$ 98.06                   |

| •                 | ·                 |                  |     |  |  |   |
|-------------------|-------------------|------------------|-----|--|--|---|
| SB_ Initial to    | accept Dental Pla | n and New Rat    | es. |  | Aces to 1990 1990 1990 1990 1990 1990 1990 199 | • |
| Indicate your bro | ker/agent's name, | if applicable: _ | N/A |  |  |   |
| < Y 1 6/          | ) / / /           |                  |     |  |  |   |

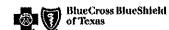
Signature (County Judge or Contracting Authority)

Hon. Sharla Baldridge, County Judge

Print Name and Title



# **DENTAL PLAN II WITHOUT ORTHODONTICS**



| pe of Service   | Benefit**                      |
|---|--------------------------------|
| General Provisions  |                                |
| Plan Year Deductible  | \$50 Individual / \$150 Family |
| Plan Year Maximum per Participant   | \$1,500                        |
| Diagnostic and Preventive Care Benefits (deductible waived)   |                                |
| Oral Examinations (twice per Plan Year)   |                                |
| Prophylaxis (two cleanings per Plan Year)   | 4000/                          |
| Fluoride Treatment (to age 19; twice per Plan Year)   | 100%                           |
| Dental X-rays -Full Mouth/Panoramic X-rays (once every 36 months) Bitewing X-ray Series (twice per Plan Year) |                                |
| Labs and Tests  |                                |
| Sealants up to age 14, permanent molars, one time per lifetime  |                                |
| Miscellaneous Services  |                                |
| Space Maintainers   |                                |
| Palliative Care   | 80%                            |
| Restorative Services  Amalgams and Composites(once per surface on the indicated tooth per Plan Year)          |                                |
| Amalgams and Composites(once per surface on the indicated toom per Pian Year)  Simple Extractions             | 80%                            |
| Pin Retention   | 3070                           |
| General Services  | 10000                          |
| Anesthesia  |                                |
| Stainless Steel Crowns  |                                |
| Recementation of crowns, inlays/onlays  | 80%                            |
| Crown repair  |                                |
| Reline/Rebase   |                                |
| Recementation and repair of bridges/denture repair Diagnostic Casts (once per Plan Year)                      |                                |
|   |                                |
| Endodontic Services   |                                |
| Root canal therapy Direct pulp cap  |                                |
| Apicoectomy/Apexification   | 80%                            |
| Retrograde filling  |                                |
| Root amputation/hemisection   |                                |
| Therapeutic pulpotomy   |                                |
| Gross pulpal debridement  |                                |
| Periodontal Services  |                                |
| Periodontal scaling and root planning Full mouth debridement  |                                |
| Gingivectomy/gingivoplasty  | 80%                            |
| Gingival flap procedure / Osseous surgery and grafts / Soft tissue grafts                                     | /-                             |
| Oral Surgery Services   |                                |
| Surgical tooth extractions  |                                |
| Alveoloplasty   | 80%                            |
| Vestibuloplasty   |                                |
| Crowns, Inlays/Onlays Services  |                                |
| Prefabricated post and cores  | 50%                            |
| Prosthodontic Services  |                                |
| Bridges and dentures  | 50%                            |
| Orthodontic Benefits  |                                |
| Orthodontic Diagnostic Procedures and Treatment   | Not Covered                    |
|   |                                |

### **SEE A CONTRACTING DENTIST**

- SEE A NON-CONTRACTING DENTIST
- Your out-of-pocket cost will generally be the least amount because BlueCare Dentists have contracted to accept a lower Allowable Amount as payment in full for Eligible Dental Expenses
- You are not required to file claim forms
- You are not balance billed for costs exceeding the BCBSTX Allowable Amount for BlueCare Dentists
- Your out-of-pocket cost may be greater because Non-Contracting Dentists have not entered into a contract with BCBSTX to accept any Allowable Amount determination as payment in full for Eligible Dental Expenses
- You are required to file claim forms
- You are balance billed for costs exceeding the BCBSTX Allowable Amount

#### **EMPLOYEE INFORMATION**

This is a general summary of your benefit design. Please refer to your benefit booklet for other details and for limitations and exclusions. The following eligibility provisions apply:

- Dependent children are covered to age 26. Disabled dependent children can be covered beyond age 26.
- > Retirees may be eligible, depending on employer contract.
- Employees may enroll dependent children up to age 5, on the first of the month following application with no late enrollment penalty.

An exclusion will apply to expenses involving the replacement of teeth that were missing prior to the effective date of the dental contract. All other benefits will begin on the first day of coverage. This exclusion will not apply to:

- > Any participant who becomes effective on the dental contract date who was covered under a previous group dental care contract by the Employer.
- > Any participant who has been continuously covered for 24 months under a group dental care contract with BCBSTX which included prosthetic benefits.
- A partial or full denture or fixed bridge which includes replacement of a missing tooth which was extracted after coverage becomes effective.

When the course of treatment will be in excess of \$300, a predetermination request should be submitted to BCBSTX in advance of treatment.

Initials \$\mathbb{B}\$ Date 6-7-2021

TAC BlueCare PPO Dental -- Plan II without ortho (7-12-18)



**FOR HOCKLEY COUNTY** 

Effective October 1, 2021



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL



# **Transmittal Information - Hockley County**

A Quote for Dental

## **ORGANIZATION**

Texas Association of Counties Health and Employee Benefits Pool

1210 San Antonio Street | Austin, Texas 78701

**CONTRACTING AUTHORITY** 

Quincy Quinlan, Director, Health and Benefits Services

QuincyQ@county.org | (512) 478-8753

CONTACT FOR CLARIFICATIONS

Kathy Davenport, Employee Benefits Consultant

KathyD@county.org | (325) 267-1014







# Hockley County A DENTAL QUOTE

October 1, 2021

# TABLE OF CONTENTS



- **≻**Cover Letter
- **≻**Financials
- ➤ Benefit Details
- >TAC HEBP Partners
- ➤ Services, Policies and Procedures

# **Cover Letter**





June 1, 2021

Honorable Sharla Baldridge Hockley County Judge 802 Houston Street, Suite 101 Levelland, Texas 79336

Dear Judge Baldridge,

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) is pleased to provide a quote for Group Dental coverage for Hockley County's October 1, 2021 effective date.

Our proposed dental plan offers an annual maximum of \$1,500 with a \$50 deductible (waived for preventive care), which would be beneficial for Hockley County employees. Our dental plans use the statewide BlueCare Dental PPO network, with providers available nationwide for members who need care outside of Texas or have dependents on the plan living elsewhere. The quoted rates are voluntary so there is no minimum employer contribution to the employee-only rate or employee participation.

We appreciate our relationship with Hockley County over the past several years as the provider of your employee health benefits. Rest assured that the same value and service will be provided to your employees and their families, should you elect to offer your dental benefits through TAC HEBP. We believe there is no better partner Hockley County than TAC HEBP: the organization that is focused entirely on county needs. We are committed to providing the highest quality benefits at the best long-term cost. Please feel free to contact me at (325) 267-1014 or by email at KathyD@county.org for any additional information.

Sincerely

Proposed Dental Option

Plan II without Orthodontics



Dental Plan Quote For: Effective Date:

Hockley County October 1, 2021

# DENTAL PLAN II WITHOUT ORTHODONTICS | VOLUNTARY

| Employee Only       | \$27.44 |
|---------------------|---------|
| Employee Child(ren) | \$68.62 |
| Employee Spouse     | \$54.90 |
| Employee Family     | \$98.06 |

### Benefits

Plan Year Maximum Benefit \$1,500.00

Plan Year Deductible

(Waived For Preventive Care) \$50.00

Preventive Care 100%

Basic Care 80%

Major Services 50%

### Quoted rates are based on the following:

- Rates effective from October 1, 2021, through September 30, 2022.
- Offer guaranteed until October 1, 2021.
- Enrollment dates and schedule to be determined jointly by group and TAC HEBP.
- Enrollments scheduled less than 30 days prior to the effective date may result in a delay in implementation of benefits and ID Cards.
- Retirees pay the same premium as active employees for dental regardless of age.
- Rates quoted are for the benefits submitted in this proposal. Modifications may be considered during the
  negotiation phase with TAC HEBP and according to the Local Government Code. Adjustments after final
  approval and/or effective date will not be considered without TAC HEBP approval and may involve system
  programming charges from our vendors.

**Benefit Details** 





# **DENTAL PLAN II WITHOUT ORTHODONTICS**

|  | BlueCross BlueShield of Texas |
|--|-------------------------------|
|--|-------------------------------|

| ATAL PLAN II WITHOUT ORTHODONTICS   |                                |
|---|--------------------------------|
| e of Service  | Benefit**                      |
| General Provisions  |                                |
| Plan Year Deductible  | \$50 Individual / \$150 Family |
|   | ·                              |
| Plan Year Maximum per Participant   | \$1,500                        |
| Diagnostic and Preventive Care Benefits (deductible waived)                                   |                                |
| Oral Examinations (twice per Plan Year)   |                                |
| Prophylaxis (two cleanings per Plan Year) Fluoride Treatment (to age 19; twice per Plan Year) | 100%                           |
| Dental X-rays -Full Mouth/Panoramic X-rays (once every 36 months)                             | 10070                          |
| Bitewing X-ray Series (twice per Plan Year)   |                                |
| Labs and Tests  |                                |
| Sealants up to age 14, permanent molars, one time per lifetime                                |                                |
| Miscellaneous Services ,  |                                |
| Space Maintainers   | 80%                            |
| Palliative Care Restorative Services  | 3076                           |
| Amalgams and Composites(once per surface on the indicated tooth per Plan Year)                |                                |
| Simple Extractions  | 80%                            |
| Pin Retention   |                                |
| General Services  |                                |
| Anesthesia  |                                |
| Stainless Steel Crowns  |                                |
| Recementation of crowns, inlays/onlays  | 80%                            |
| Crown repair  |                                |
| Reline/Rebase  Recementation and repair of bridges/denture repair                             |                                |
| Diagnostic Casts (once per Plan Year)   |                                |
| Endodontic Services   |                                |
| Root canal therapy  |                                |
| Direct pulp cap   |                                |
| Apiccectomy/Apexification   | 80%                            |
| Retrograde filling  |                                |
| Root amputation/hemisection   |                                |
| Therapeutic pulpotomy Gross pulpal debridement  |                                |
| Periodontal Services  |                                |
| Periodontal scaling and root planning   |                                |
| Full mouth debridement  | 2011                           |
| Gingivectomy/gingivoplasty  | 80%                            |
| Gingival flap procedure / Osseous surgery and grafts / Soft tissue grafts                     |                                |
| Oral Surgery Services   |                                |
| Surgical tooth extractions  | 80%                            |
| Alveoloplasty Vestibuloplasty   | 0070                           |
|   |                                |
| Crowns, Inlays/Onlays Services  | 50%                            |
| Prefabricated post and cores  |                                |
| Prosthodontic Services  | Eng/                           |
| Bridges and dentures  | 50%                            |
| Orthodontic Benefits  |                                |
| Orthodontic Diagnostic Procedures and Treatment   | Not Covered                    |
|   |                                |

### **SEE A CONTRACTING DENTIST**

- Your out-of-pocket cost will generally be the least amount because BlueCare Dentists have contracted to accept a lower Allowable Amount as payment in full for Eligible Dental Expenses
- · You are not required to file claim forms
- You are not balance billed for costs exceeding the BCBSTX Allowable Amount for BlueCare Dentists

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- > Any participant who becomes effective on the dental contract date who was covered under a previous group dental care contract by the Employer.
- > Any participant who has been continuously covered for 24 months under a group dental care contract with BCBSTX which included prosthetic benefits.
- > A partial or full denture or fixed bridge which includes replacement of a missing tooth which was extracted after coverage becomes effective.

When the course of treatment will be in excess of \$300, a predetermination request should be submitted to BCBSTX in advance of treatment.

# PROVIDER DIRECTORY INFORMATION

A regional directory of dental providers are available upon request.

# IMPORTANT NOTE

Printed directory information is subject to change, we strongly recommend that members utilize ONLINE SEARCH TOOLS to locate and verify network providers at the time they are seeking services through the health plan. Instructions for finding providers are included on the following pages of this proposal.



# TAC HEBP Dental Partner



# ABOUT BLUE CROSS AND BLUE SHIELD OF TEXAS - DENTAL

TAC HEBP's partnership with Blue Cross and Blue Shield of Texas (BCBSTX) will provide a comprehensive approach to dental coverage. We offer dental coverage that is simple, affordable, and accessible.

We are well positioned to support you with a cost-effective dental benefit program that includes:

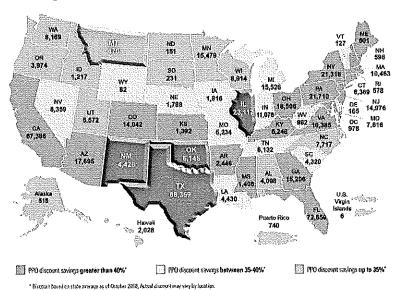
- Providing access to competitive and extensive networks
- Expanding on proven service models
- ✓ Integrating innovative wellness outreach and support

Hockley County will have the added security and comfort of placing your business with a carrier who has the financial strength and stability to fulfill our obligations to clients and members. BCBSTX has been in this marketplace for more than 90 years and has been providing dental benefits nationwide for over 45 years. BCBSTX's solid financial ratings reflect strong financial health, superior operating performance, and illustrate a constant commitment to financial stability.

# PROVIDING ACCESS TO COMPETITIVE AND EXTENSIVE NETWORKS

It's simple; the larger the network, the greater the choices, convenience, and flexibility

in choosing a network dentist. We have more than 139,300 unique dental providers making us one of the largest networks in the U.S. as well as one of the largest networks in the state, with more than 11,900 unique providers. This national network provides your employees access to fully credentialed providers, no balance billing by in-network dentists, and no referrals needed to see a specialist.



# PROVIDING ACCESS TO COMPETITIVE AND EXTENSIVE NETWORKS

BCBSTX maintains strict credentialing standards for all providers. They outsource the credentialing process to Dentistat; a Credentialing Verification Organization that

specializes in provider credentialing. If a dentist has been "Dentistat-certified," they have been independently reviewed and certified by Dentistat and found to have proper credentials, appropriate utilization patterns, and are subject to ongoing utilization monitoring and re-credentialing.



# EXPANDING ON PROVEN SERVICE MODELS

Administration of your benefits should be as simple as smiling. We deliver added value by simplifying and lessening the administrative burden of your human resources department. Hockley County will gain the following administrative efficiencies by integrating dental coverage with their medical program:

- A fully-integrated dental program without incurring any additional integration expenses.
- Combining eligibility and billing processes streamlines implementation.
- Flexible plan designs and enhanced dental benefits.
- You will have access to combined medical and dental reporting to see membership changes, understand claims, and track in-network utilization by members.

Members also gain efficiency by using the same secure member website, Blue Access for Members<sup>SM</sup>, with access to dental product and provider information, dental claims, and our unique Dental Wellness Center<sup>TM</sup>. Your employees can rely on the expertise of our dental-only U.S.-based service centers that will provide a single point of contact for dental claims inquiries, customer service, and membership processing. Our service team comprises experienced customer advocates, technicians, and supervisors who will be able to handle any issues and see them through to completion.

# **BlueCare Dental Connection**

Hockley County employees who are managing a high-risk medical condition receive personalized dental wellness outreach at no added cost.

We implemented one of the most comprehensive and preventive dental wellness programs in the industry—the BlueCare® Dental Connection<sup>SM</sup> program. This unique wellness program takes a proactive approach to help prevent dental disease and more

complicated and potentially costly medical problems from developing in the future. We are offering this program at no additional cost. The goal of the program is two-fold: to educate the member on the importance of proper oral care, and to change their behavior.

Through integrating medical and dental claims, our BlueCare Dental Connection program bridges the gap between oral health and overall health to help avoid potentially serious medical conditions.



We have found that consumers who take an active role in their health management are not only healthier but also are more productive, thereby resulting in a healthier workforce and substantial savings.



# VALUE-ADDED SERVICES

a potential link between periodontal disease and other s such as heart disease, stroke, diabetes control, and th. This unique program uses your medical claims data compares it with dental data to create customized plans esigned to improve health. This approach can help users timize their overall health by helping them make better about their oral health through evidence-based research

and information. The goal of this program is to improve health outcomes and ultimately reduce overall dental costs for both the member and employer. Part of this program includes outreach mailers to members identified as medically at risk for dental decay.

The percentages below reflect, by category, those members who had not seen a dentist in the previous year and who visited their dentist within 12 months of outreach:

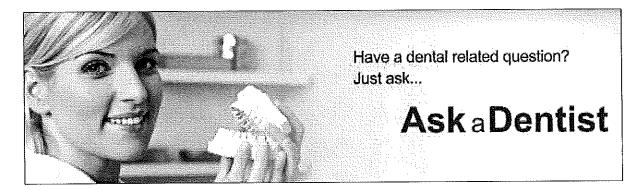
• Cardiovascular disease: 18.65 percent

• Diabetes: 18.84 percent

• New mothers: 24.17 percent

Sealants (ages 5-13): 14.7 percent

• Periodontal disease: 19.12 percent



**BlueCare Dental Connection** includes member access to The Dental Wellness Center, a source of consumer-driven tools available online, 24 hours a day. Members can find educational information on subjects ranging from pediatric care and cosmetic dentistry to prevention and dental treatments.

### The **Dental Wellness Center** also allows members to:

- Ask dentists dental-related questions through "Ask A Dentist."
- Locate a network general dentist or specialist with Provider Finder®.
- Research information with the Dental Dictionary.
- Determine approximate dental fees in the marketplace with the Dental Cost Advisor.
- View animations from various dental topics with our Treatment and Procedure Animations.



Employees who are managing a high-risk medical condition receive personalized dental wellness outreach at no added cost.

As part of our commitment to promoting the health and wellness of members, we provide at no additional cost to Hockley County, added benefits for those with high-risk medical conditions such as diabetes, heart disease, and pregnancy.

| Conditions                | Scaling and Root Planning |          | Added Routine<br>Cleaning |
|---------------------------|---------------------------|----------|---------------------------|
| Diabetes                  | ✓                         | ✓        | ✓                         |
| Cardiovascular<br>Disease | <b>√</b>                  | <b>V</b> | ✓                         |
| Pregnancy                 | ✓                         | ✓        | ✓                         |

## OUR COMMITMENT TO HOCKLEY COUNTY

We understand that organizations face a variety of challenges as they seek to control the cost of employee benefits. The TAC HEBP and BCBSTX partnership will provide excellent value, and we are committed to deliver on the promises made and the solutions presented in our proposal response. We are the best partner to provide a short- and long-term dental solution to Hockley County employees and their families.



Services, Policies and Procedures



### SERVICES

#### OASYS (ON-LINE ADMINISTRATIVE SYSTEM)

Hockley County has been using our online administrative system, OASys, to manage its health benefit enrollment. The county district will also be able to use this same system to administer dental benefits for your employees.

#### COBRA ADMINISTRATIVE SERVICES

TAC HEBP offers COBRA services – Blue Cross-administered COBRA and Self-Administered COBRA, utilizing TAC HEBP's online administration system (OASys -online service) – to meet the needs of our members.

OPTION 1 - Under the Blue Cross-administered COBRA program, the employer is responsible for processing the termination in OASys. When informed of a termination via OASys, BCBSTX notifies members of their rights under COBRA and provides an application for continuing coverage. Upon receipt of the completed application and initial premium, BCBSTX mails identification cards directly to the member. A monthly billing statement is also mailed to the member approximately 15 days before the premium due date, and an accounts receivable record is created to monitor receipt and proper allocation of the billed premium. BCBSTX communicates any changes in group benefits and rates directly to each COBRA member.

These services are handled in the BCBS Marion, Illinois, COBRA Unit. COBRA administration is managed on a customized, PC-based system that automates the billing and accounts receivable functions. Effective dates, coverage duration periods, late payment notices, cancellation letters, conversion letters, and customer reports are all integrated on this system.

#### Premium Collection Procedure - BCBSTX

Each COBRA member is billed the agreed-upon premium rate plus a 2 percent administration fee, which is retained by BCBSTX. (Qualified disabled members are billed the agreed-upon premium rate plus 50 percent).

Past-due notices are mailed approximately 15 days after the due date. Claims are processed after the payment has been received and allocated. If the premium is not mailed within 30 days of due date, the membership is cancelled, and a cancellation notice is mailed to the member's home address.

#### Cost of Administering COBRA - BCBSTX

The cost for BCBSTX COBRA administration is a one-time charge of \$150 per continuing member (only charged to employer when a member ENROLLS in COBRA for medical or dental coverage).

#### COBRA ADMINISTRATIVE SERVICES

**OPTION 2** – Under the **Self-Administered COBRA program**, the employer is responsible for processing the termination, sending COBRA notices, collecting the premium, and sending them to TAC HEBP.

Upon receipt of the completed application and initial premium, the employer is responsible for processing the COBRA eligibility event in TAC's OASys system.

The COBRA beneficiary makes payment to the county or district directly and the employer is billed for the beneficiary on the monthly group health invoice from TAC HEBP. The employer sends COBRA past-due notices and is responsible for cancelling a participant in OASYs for non-payment.

Cost of Administering COBRA - Self-Administered

There is no charge to the employer for using the self-administered COBRA program.

#### POLICIES AND PROCEDURES

#### **COVERAGE TERMINATION POLICY**

**TAC HEBP BOARD OF DIRECTORS** voted to adopt Texas Senate Bill 51 (SB 51) provisions, which are standard in the industry and will reinforce best practices at the employer level.

SB 51 REQUIRES HEALTH AND DENTAL INSURANCE CARRIERS TO MAINTAIN COVERAGE FOR PARTICIPANTS THROUGH THE END OF THE MONTH IN WHICH THE TERMINATION IS REPORTED.

It affects the way coverage is extended and invoiced when employees or dependents terminate coverage. Pooled group employers are responsible for all premiums through the end of the month in which the termination is reported to the carrier.

This legislation is designed to reduce retroactive terminations. When a termination is not reported in a timely manner, the member still has access to benefits and services. Claims paid on members who are no longer eligible drive up the cost of health care and often times the providers are left with unpaid claims. SB 51 was passed to reduce these situations.

#### SPOUSE ELIGIBILITY VERIFICATION POLICY

Dependent spouses who are eligible for group dental coverage through his or her own employer must provide proof of that coverage and complete a SPOUSE ELIGIBILITY VERIFICATION FORM in order to enroll in the TAC HEBP plan.

This rule does not apply during the initial enrollment of a new group. It will apply to all employees hired after the group's effective date. This policy protects the members of TAC HEBP and their taxpayers from private employers transferring liability (inadvertently or not) onto the county plan. Therefore, this liability which ultimately increases costs for both the taxpayers and county employees is limited.

#### **ELIGIBILITY PROCEDURES**

#### **NEW ENROLLEES**

- > Enrollees who become effective the **1ST THROUGH THE 15TH OF THE MONTH** will be invoiced for contributions for the full month.
- > Enrollees who become effective the **16TH THROUGH THE END OF THE MONTH** will not be invoiced for contributions for the partial month.

#### TERMINATION REPORTING

Employers are liable for all contributions through the end of the month in which the termination is reported. This policy will apply to both employee and dependent terminations.

- ➤ Dental billing will be included on your pre-invoice, which is provided each month to ensure that eligibility is accurate and will help minimize unnecessary expenses.
- > The final invoice is then generated and payment is due the 1<sup>st</sup> of each month.
- ➤ Employees will be liable for the appropriate dependent costs through the month in which he/she notifies the employer and TAC HEBP is notified appropriately. This does not change the enrollment rules for qualifying events (list available upon request).
- > Employees are required to report changes such as marriage, divorce, etc. within 31 days.

#### **ENROLLMENT PROCEDURES**

#### **ENROLLMENT SCHEDULES**

The dates and times of enrollment will be determined jointly by TAC HEBP and the group in accordance with the deadlines set forth in the proposal.

Enrollments scheduled less than 30 days prior to the effective date may result in a delay in implementation of benefits.

#### **ELECTRONIC ENROLLMENT**

- ➤ Electronic enrollment is an option in conjunction with certain guidelines;
- ➤ Enrollment data must be formatted to meet TAC HEBP programming parameters;
- > Data must be received 60 days prior to effective date (less than 60 days must be approved) and;
- ➤ Group must review enrollment data for accuracy prior to sending to TAC HEBP.

Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes No, that Commissioners Court approved the Texas Association of Counties Renewal Notice and Benefits Confirmation for 2022. As per 2021-2022 Renewal Notice and benefits Confirmation recorded below.



#### 2021 - 2022 Renewal Notice and Benefit Confirmation

Group: 94527 - Hockley County

Anniversary Date: 10/01/2021

Return to TAC by: 06/30/2021

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to melissal@county.org.

For any plan or funding changes other than those listed below, please contact Melissa Lopez at 1-800-456-5974.

#### **MEDICAL**

Medical: Plan 700-G \$30 Copay, \$600 Ded, 90%, \$2400 OOP Max

RX Plan: Option 3A-G \$10/25/40, \$0 Ded

Your % rate increase is: 7.20%

Your payroll deductions for medical benefits are:

Pre Tax

| Tier                  | Current<br>Rates | New Rates<br>Effective<br>10/1/2021 | New Amount<br>Employer<br>Pays | New Amount<br>Employee<br>Pays | New Amount<br>Retiree Pays<br>(if applicable) |
|-----------------------|------------------|-------------------------------------|--------------------------------|--------------------------------|---|
| Employee Only         | \$921.90         | \$988.28                            | \$988.28                       | \$                             | \$175.00                                      |
| Employee + Child(ren) | \$1,370.38       | \$1,469.04                          | \$1,294.04                     | \$175.00                       | \$1,469.04                                    |
| Employee + Spouse     | \$1,947.60       | \$2,087.82                          | \$1,862.82                     | \$225.00                       | \$400.00                                      |
| Employee + Family     | \$2,396.04       | \$2,568.54                          | \$2,293.54                     | \$275.00                       | \$2,568.54                                    |

 $\leq 12$ 

Initial to accept Medical Plan and New Rates.

#### **VISION**

Vision:

Plan I

Your % rate increase is: 0.00%

Your payroll deductions for vision benefits are: Pre Tax

| Tier                  | Current<br>Rates | New Rates<br>Effective<br>10/1/2021 | New Amount<br>Employer<br>Pays | New Amount<br>Employee<br>Pays | New Amount<br>Retiree Pays<br>(if applicable) |
|-----------------------|------------------|-------------------------------------|--------------------------------|--------------------------------|---|
| Employee Only         | \$6.20           | \$6.20                              | \$6.20                         | \$                             | \$6.20  |
| Employee + Child(ren) | \$12.44          | \$12.44                             | \$6.20                         | \$6.24                         | \$12.44                                       |
| Employee + Spouse     | \$11.80          | \$11.80                             | \$6.20                         | \$5.60                         | \$11.80                                       |
| Employee + Family     | \$18.28          | \$18.28                             | \$6.20                         | \$12.08                        | \$18.28                                       |

Initial to accept Vision Plan and New Rates.

#### LIFE - BASIC

**Basic Life Products:** 

Coverage Volume per Employee:

\$15,000

(Rates are per thousand)

Current Rates New Rates Effective 10/1/2021 Amount Employer Pays Amount Employee/ Retiree Pays (if applicable)

Basic Term Life

\$0.199

\$0.199

100%

0%

Basic AD&D

\$0.030

\$0.030

100%

0%

Initial to accept New Basic Life Rates.

#### RETIREE

Please circle one for each benefit that applies.

Your group allows retiree coverage for:

Medical

✓ Pre 65

□Post 65



Initial to confirm.

#### WAITING PERIOD

Waiting period applies to all benefits.

#### **Employees**

0 days - 1st of the month following date of hire but first of the month

#### **Elected Officials**

0 days - 1st of the month following date of hire but first of the month

Shall to confirm.

| COBRA ADMINISTRATION   |
|--|
| Please indicate how your group manages COBRA administration:   |
| County/Group processes COBRA on OASYS *County/Group is responsible for fulfilling COBRA notification process and requirements.   |
| BCBS COBRA Department processes COBRA *BCBS COBRA Department administers via COBRA contract with the County/Group  |
| Initial to confirm COBRA Administration.   |
| PLAN INFORMATION  Broker or Consultant Information   |
| Please confirm your broker or consultant's name, if applicable:  |
| Agency Name Agency Address Number and Street   |
| City State Zip   |
| Broker Representative or Consultant's Name   |
| Contact Phone Number   |
| Contact Email Address  |
| Initial to confirm Broker or Consultant information  |
| Please update broker or consultant's information.  |
| If applicable, broker commissions are included in rates listed on page 1.  |
| <ul> <li>Retirees pay the same premium as active employees regardless of age for medical and dental.</li> </ul>  |
| <ul> <li>Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.</li> </ul> |
| <ul> <li>Form must be received by 06/30/2021 in order to avoid additional administrative fees.</li> </ul>  |

Signature on the following page is required to confirm and accept your group's renewal.

## TAC HEBP Member Contact Designation Hockley County

#### CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

|              |   | _   |
|--------------|---|---|
| Name/Title   | Shirley Penner/Auditor                                    |   |
| Address      | 802 Houston Street, Suite 103<br>Levelland, TX 79336-3706 |   |
| Phone        | 806-894-6070  |   |
| Fax          | 806-894-6917  |   |
| Email        | spenner@hockleycounty.org                                 |   |
|              |   | CONTACT                                       |
| Responsibl   | e for receiving all invoices relating to HEBP proc        |   |
|              |   | Please list changes and/or corrections below. |
| Name/Title   | Monica Grado/Assistant County Auditor                     |   |
| Address      | 802 Houston Street, Suite 103<br>Levelland, TX 79336      |   |
| Phone        | 806-894-6070  |   |
| Fax          | 806-894-6917  |   |
| Email        | mgrado@hockleycounty.org                                  |   |
| HIPAA Sec    | ured Fax  |   |
|              |   | PRESENTATIVE                                  |
| HEBP's ma    | ain contact for daily matters pertaining to the hea       |   |
|              |   | Please list changes and/or corrections below. |
| Name/Title   | Monica Grado/Assistant County Auditor                     |   |
| Address      | 802 Houston Street, Suite 103<br>Levelland, TX 79336      |   |
| Phone        | 806-894-6070  |   |
| Fax          | 806-894-6917  |   |
| Email        | mgrado@hockleycounty.org                                  |   |
| Shar         | lo Kaldrickor   | Date: 6-7-2021                                |
| Signature of | of County Judge or Contracting Authority                  |   |
| Shark        | Buldridge Hockley County                                  | Judge   |
| Please PRI   | NT Name and Title   | $\mathcal{J}$                                 |

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.



TEXAS ASSOCIATION of Counties Health and Employee Benefits Pool

#### **HEALTHY COUNTY: COUNTY SPECIFIC INCENTIVE PROGRAM**

A County Specific Incentive (CSI) is a wellness program that rewards employees and/or spouses for healthy behaviors such as completing an annual exam, tobacco affidavit, or participating in a physical activity program in exchange for avoiding a premium contribution, a lower monthly premium, earn additional days of PTO, or other rewards decided on by the County or District. Penalties and Rewards are administered at the county or district level.

Healthy County is available to assist in the process of designing, communicating, and tracking a CSI. Employees will be able to view their progress and completion of the incentive on the Healthy County energized by Sonic Boom portal.

#### YOUR COUNTY OR DISTRICT'S CSI

Our records indicate that your County or District does not currently have a CSI. Please make a selection below to let us know if you would like to implement a CSI or learn more about implementing a CSI. Your county or district's Wellness Consultant will reach out to you to discuss design options. Also, please feel free to contact your county or district's Wellness Consultant at any time to begin this process. If your County or District decides to implement a CSI, there is a six week waiting period before employees can view the program online.

| ✓ We are interested in learning more about the CSI Program.                          |
|--|
| $\square$ We are not interested in learning more about the CSI Program at this time. |
|  |
|  |
| County or District Name: # Ackley  |
| Printed Name and Title: Sharla Baldridge, County Judge                               |
| Contracting Authority Signature:   |
| Date: 6-11-2021  |

☐ We would like to implement a CSI Program for the 2021-2022 plan year.



Please list changes and/or corrections:

## HEALTHY COUNTY WELLNESS CONTACT DESIGNATION Hockley County

#### WELLNESS COORDINATOR

**Current Wellness Coordinator** 

The Wellness Coordinator is the primary contact regarding the Healthy County wellness program. The wellness coordinator is responsible for administrating Healthy County components and informing employees of all wellness resources available.

| Name: Ms. Cara Phelan  |  |
|--|--|
| Title: Administrator   |  |
| Address: 802 Houston St<br>Levelland, TX 79336-3705  |  |
| Email: CPHELAN@HOCKLEYCOUNTY.ORG   |  |
| Phone Number: (806) 894-6856   |  |
| Fax Number:  |  |
| WELLNESS SPONSOR   | ÷  |
| The Wellness Sponsor is responsible for supporting to components and encouraging county employees to a available. An elected official in this role is preferred to the Current Wellness Sponsor Name: Hon. Denise Bohannon | access all Healthy County wellness resources |
| Title: Treasurer   | (1 St. A. Fullic Assistance Object           |
| Address: 802 Houston St Ste 104<br>Levelland, TX 79336-3706  | 1 evelland. TX 19336                         |
| Email: dbohannon@hockleycounty.org   | prodriquez@hocklevcounty.org                 |
| Phone Number: (806) 894-3718   | 816-894-1264                                 |
| Fax Number:  | 806-894-2494                                 |
| Contracting Authority Signature:   | Bildridge                                    |
| Date: <u>(v -// - 2021</u>   |  |
|  |  |

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes No, that Commissioners Court approved the Texas Association of Counties Service Agreement for FY 2022 Website Price Increase Reminder recorded below.



## Texas Association of Counties COUNTY INFORMATION RESOURCES AGENCY

May 18, 2021

#### FY 2022 Website Price Increase Reminder

The Texas Association of Counties County Information Resources Agency (TAC CIRA) provides website services to your county. Thank you for allowing us to serve you. We are constantly evaluating services to offer you robust options and high-quality support at a competitive rate.

As shared with you in January, TAC CIRA has updated its website service packages and prices to better meet the needs of counties and to keep pace with operating costs. These new packages and prices will take effect for all existing website customers on Jan. 1, 2022.

#### The packages include:

- SSL (Secure Sockets Layer) Certificate, which is a security best practice.
- Website hosting with EZTask.
- Content management and self-editing access for your county.
- Hands-on support from TAC CIRA by phone and email.
- Training from the TAC CIRA team.

See pages 19-21 in the updated services agreement for a breakdown of the new website hosting service packages. Download the services agreement at <a href="mailto:county.org/CIRAagreement">county.org/CIRAagreement</a>.

Please review and sign the services agreement and return it to <a href="mailto:support@county.org">support@county.org</a> or fax to (512) 479-1807 by Oct. 8, 2021.

Your customer experience and satisfaction are our highest priority. Please do not hesitate to contact us at (512) 478-8753 for answers to your questions regarding this change or if we should contact another person within the county. We can also provide guidance on which package aligns with your current subscription.

Thank you,

Kevin Hurley, PMP Membership Development Manager

TAC CIRA support@county.org (512) 478-8753

#### **SERVICES AGREEMENT**

#### FINDINGS:

- 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.

- 1.1.3 "TAC" means the Texas Association of Counties.
- 1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

#### 1.2 Scope and conflict.

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

#### 1.3 Authorized use.

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

#### 1.4 Abuse of Services and CIRA's rights.

- 1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA server or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.
- 1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.
- 1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA servers and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

- 1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.
- 1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:
- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of content hosted on CIRA's servers or systems;and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.
- 1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

#### 1.5 Security.

- 1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person for any reason. A CIRA representative will never ask you for your password. If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA immediately to request that the password be reset.
- 1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

#### 1.6 Intellectual Property.

- 1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites.
- 1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:
- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

#### 1.7 Disclaimer.

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON,

ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devises, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devises, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

#### 1.8 Indemnification and defense.

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contactors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (vi) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such

defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

#### 1.9 Notice.

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery or email:

#### To CIRA:

The County Information Resources Agency c/o Texas Association of Counties
1210 San Antonio Street
Austin, Texas 78701
Attn: CIRA Manager
support@county.org

#### To Member:

To the CIRA Coordinator specified on the signature page.

#### 1.10 Term and Termination.

- 1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one- year terms beginning January 1 and ending December 31, unless terminated as provided in this section.
- 1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.
- 1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for Services that have not been rendered at the time of termination.

#### 1,11 Applicable Law.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

#### 1.12 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

#### 1.13 Amendment.

Except as provide in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

#### 1.14 Third Party Rights.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

#### 1.15 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

#### 1.16 Payment terms.

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement.

#### 2. TERMS AND CONDITIONS FOR EMAIL SERVICES.

#### 2.1 Email storage.

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Member-related email should not be stored on the email server for more than 90 days.

#### 2.2 Email deletion.

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email may be purged after one year, following 60 day notice to the

Member that it intends to purge email.

#### 2.3 Email backup.

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

#### 2.4 Records retention.

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands** and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.

#### 2.5 Email Administrator.

Member shall designate a person who will manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

#### 2.6 Responsibilities of Email Administrator.

Responsibilities of the Email Administrator include:

- 2.6.1 Developing and implementing a procedure for determining which employees who will be allowed to use the available email accounts.
- 2.6.2 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.
- 2.6.3 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.
- 2.6.4 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.
- 2.6.5 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.
- 2.6.6 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.

- 2.6.7 Configuring email programs on a Member's computers as necessary to access the email server.
- 2.6.8 Authorizing CIRA to fulfill requests for Member's employees that involve email accounts, such as new email applications, email deletion requests, password resets, and other related requests.

#### 2.7 E-mail Terms and Conditions; Individual User's Obligations.

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit C and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on Texas Association of Counties website at https://www.county.org/TAC-CIRA.

#### 2.8 Email security.

- 2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.
- 2.8.2 Member agrees not to share an individual e-mail account or password with anyone. Alias, office, or department accounts may be shared but Users are strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.
- 2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.
- 2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.
- 2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

2.8.6 Member agrees to implement and/or enable two factor authentication for each individual e-mail account.

#### 2.9 Email Support.

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, MacMail, etc. CIRA staff will provide instruction and settings for Email account setup, troubleshoot send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

#### 3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.

#### 3.1 Internet domain name.

Member may authorize CIRA to obtain or host the Member's Internet domain name, by completing the form attached as Exhibit D. For example, the standard format for a county's Internet domain name is www.co.[county name].tx.us.

#### 3,2 Internet service.

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

#### 3.3 Server storage.

CIRA will provide a Member with storage space on CIRA's server(s) to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit B.

#### 3.4 CIRA and TAC logos and links.

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

#### 3.5 Website availability and Service interruption.

Except as provided below, CIRA will ensure that Member's website is available to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website availability or Service. Additionally, equipment failure may cause a temporary loss of website

availability or Service. Member agrees that CIRA is not liable for any loss or interruption of website availability or Service regardless of the cause of interruption.

#### 3.6 Content posting.

- 3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit B. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.
- 3.6.2 If Member elects for CIRA to manage website content for Member's website, then the scope for website content management will follow these guidelines:
- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) Any edit request submitted by Member that is deemed a customization of the website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.
- 3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.
- 3.6.4 CIRA performs content management updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutory imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.
- 3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.
- 3.6.6 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be

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 | f Counties |
| MEMBER: By:                              | Date:      |
| [Signature]                              |            |
| [Printed Name]                           |            |
|  |            |

#### **CIRA COORDINATOR CONTACT**

The CIRA Coordinator is the county official or employee who will serve as the primary point of contact for any notices, updates, or other communications from TAC CIRA.

| Name: , Sharla Buldridok   |
|--|
| Title: Arckley Courty Sudge  |
| County: Apaklers   |
| Telephone Number: 806-894-6856   |
| Email Address: Shaldridge@hickleycounty.org  |
| Physical Address: So2 Houston St., Ste. 101  |
| Levelland, TX 19336  |
|  |
|  |
| <b>MEMBER EMAIL ADMINISTRATOR</b> (required - applicable for email services only) The member email administrator is a county official or employee who will manage the county's email accounts and perform the duties as outlined in this service agreement (see 2.5 and 2.6 for responsibilities.)               |
| Member counties must designate at least three Email Administrators who will be responsible for authorizing TAC CIRA to fulfill member county's email-related requests. Member counties have the ability to give these administrators privileges to manage county email accounts (E.g., add and delete accounts.) |
| Email Administrator 1 (required)   |
| Name:  |
| Title:   |
| County:  |
| Telephone Number:  |
| Email Address:   |
| Physical Address:  |
|  |

| ☐ Provide this email administrator with privileges to manage email acc (e.g., add and delete mailboxes.) | ounts  |
|--|--------|
| Email Administrator 2 (required)   |        |
| Name:  |        |
| Title:   |        |
| County:  |        |
| Telephone Number:  |        |
| Email Address:   |        |
| Physical Address:  |        |
|  |        |
|  |        |
| ☐ Provide this email administrator with privileges to manage email accept., add and delete mailboxes.)   | counts |
| Email Administrator 3 (required)   |        |
| Name:  |        |
| Title:   |        |
| County:  |        |
| Telephone Number:  |        |
| Email Address:   |        |
| Physical Address:  |        |
|  |        |
|  |        |
| ☐ Provide this email administrator with privileges to manage email acc                                   | counts |

## Exhibit A: Email Services, Pricing and Order Form

#### **Email Services**

All email services are provided by a third-party vendor. Support and migration is provided by TAC CIRA. Please place an "X" in the box next to the email service selected, the number of email accounts and authorized signature below.

| County/Member Name: |  |
|---------------------|--|
|---------------------|--|

The required management fee offsets TAC's administrative expenses, including personnel, network, hardware and professional fees that are generated by the migration, support, licensing and administration of email services to the member. The member's management fees are charged on a monthly basis, amounting to 30% of the member's total monthly license fees for all email services products.

| Selected<br>Service     | Email Service Description   | Cost   |
|-------------------------|---|--|
| # of Email<br>Accounts: | Plan 1: Microsoft 365 Business Basic Email (50 GB)  Exchange email, instant messaging and collaboration tools.  50 GB mailboxes Enhanced email anti-virus and SPAM protection Collaboration tools like SharePoint and Teams 1 TB of One Drive Storage Active directory integration Maximum of 300 users Email migration included  | \$4.90 per email / per month + 30% Management Fee per month  |
| # of Email<br>Accounts: | Plan 2: Microsoft 365 Business Standard Email (50 GB)  Full featured productivity suite including collaboration tools, and the full Microsoft Office suite  • 50 GB mailboxes  • Enhanced email anti-virus and SPAM protection  • Includes online and installed versions of Microsoft Office applications (Word, Excel, etc.) on up to 5 devices per user  • Collaboration tools like SharePoint and Teams  • 1 TB of One Drive Storage  • Active directory integration  • Maximum of 300 users  • Email migration included | \$12.40 per email / per month + 30% Management Fee per month |

|                         | Plan 3: Office 365 Enterprise - E1 (50 GB)  | \$7.90 per email / per month            |
|-------------------------|---|---|
| # of Email<br>Accounts: | Online versions of Microsoft Exchange email, instant messaging, and collaboration tools with unlimited users per plan.  50 GB mailboxes Enhanced email anti-virus and SPAM protection Collaboration tools like SharePoint and Teams 1 TB of One Drive Storage Active directory integration Unlimited number of users Email migration included   | +<br>30%<br>Management<br>Fee per month |
|                         | Plan 4: Office 365 Enterprise - E3 (100 GB)   | \$19.90 per email / per month           |
| # of Email<br>Accounts: | Advanced enterprise features and management tools coupled with an Exchange mailbox, collaboration tools and the full Microsoft Office applications with unlimited users per plan.   | + 30% Management Fee per month          |
|                         | <ul> <li>100 GB mailboxes</li> <li>Enhanced email anti-virus and SPAM protection</li> <li>Includes online and installed versions of Microsoft Office applications (Word, Excel, etc.) on up to 5 devices per user</li> <li>Collaboration tools like SharePoint and Teams (with purchase of 5+ mailboxes)</li> <li>1 TB of One Drive Storage (free upgrade to up to 10 TB with purchase of more than 5 licenses)</li> <li>Active directory integration</li> <li>Includes eDiscovery and mailbox holds</li> <li>Includes data loss protection feature</li> <li>Unlimited number of users</li> <li>Email migration included</li> </ul> |   |
|                         | Plan 5: Office 365 Exchange Online Plan 1 (50 GB)   | \$3.90 per email /<br>per month         |
| # of Email<br>Accounts: | <ul> <li>Reliable business class email with 50 GB mailbox per user</li> <li>50 GB mailboxes</li> <li>Enhanced email anti-virus and SPAM protection</li> <li>Active directory integration</li> <li>Unlimited number of users</li> <li>Email migration included</li> </ul>  | +<br>30%<br>Management<br>Fee per month |
|                         |   |   |

| # of Email<br>Accounts: | Plan 6: Exchange Online Plan 2 (100 GB)  All of the features of Exchange Online Plan 1, plus 100 GB of mailbox storage and data loss prevention.  100 GB mailboxes Enhanced email anti-virus and SPAM protection Active directory integration Includes eDiscovery and mailbox holds Includes data loss protection feature Unlimited number of users Email migration included  | \$7.90 per email / per month + 30% Management Fee per month |
|-------------------------|---|---|
|                         | Plan 7: Office 365 - F3 (2 GB)  | \$3.90 per email / per month                                |
| # of Email<br>Accounts: | Low-storage mailbox with collaboration tools and a selection of Microsoft Office applications.  | 30%   |
|                         | <ul> <li>2 GB mailboxes</li> <li>Enhanced email anti-virus and SPAM protection</li> <li>Includes online and installed versions of Microsoft Office applications Outlook, OneNote, Word, Excel and PowerPoint on up to 5 devices per user</li> <li>Collaboration tools like Sharepoint and Teams</li> <li>2 GB of OneDrive storage</li> <li>Active directory integration</li> <li>Unlimited number of users</li> <li>Email migration included</li> </ul> | Management Fee<br>per month                                 |

| Selected Email Service Description Service |   | Cost   |  |
|--|---|--|--|
|  | Add-On Feature 1: Email Archiving   | \$3.00 per email   |  |
|  |   | per month  |  |
| # of Email                                 | Implement archiving for all of your email users. Your county email  | +  |  |
| Accounts:                                  | administrator will receive training on utilizing the archiving dashboard.   | 30%  |  |
|  | dashboard.  | Management Fe  |  |
| ,  | From the moment archiving is enabled, all emails sent and   | per month  |  |
|  | received from that point are archived. Counties can opt to  |  |  |
|  | perform a historical import of stored emails sent/received previously for about \$6 per GB.                                 | AND THE PROPERTY AND TH |  |
|  | Add-On Feature 2: Microsoft Defender for Office 365   | \$3.00 per email   |  |
|  | (Plan 1)  | per month  |  |
| # of Email                                 | Add Microsoft Defender for Office 365 to any 365 mailbox for  | +  |  |
| Accounts:                                  | enhanced security features, such an additional layer of   | 30% Management Fe  |  |
|  | security for links and attachments, and advanced anti-phishing  | per month  |  |
|  | capabilities.   | •  |  |
|  | Add-On Feature 3: Microsoft Defender for Office 365 (Plan 2)  | \$8.00 per email   |  |
|  | (1 Idil 2)  | permoniii +  |  |
| # of Email<br>Accounts:                    | All of the features of Microsoft Defender for Office 365 Plan 1, plus   | 30%  |  |
|  | threat tracking, automated investigations of flagged activity, attack   | Management Fe  |  |
|  | simulator module.   | per month  |  |
|  | Add-On Feature 4: Azure Information Protection (Plan 1)   | \$3.00 per email   |  |
|  |   | per month  |  |
| # of Email                                 | Add Azure Information Protection to any 365 mailbox to classify and protect certain types of data and files by tracking and | +  |  |
| Accounts:                                  | controlling how these materials are emailed internally and  | 30%<br>Management Fe   |  |
|  | externally.   | per month  |  |
|  |   |  |  |
|  |   |  |  |
| nted Name                                  | :Title:   |  |  |
|  |   |  |  |
|  | gnature:Date:   |  |  |

## 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: |      |      |
|---------------------|------|------|
| _                   | <br> | <br> |

| Selected<br>Service | Website Service Description  | Cost                |
|---------------------|--|---------------------|
|                     | Standard Website Package   | \$1,550<br>per year |
|                     | 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   |                     |
| ď                   | Standard Plus Website Package Includes all features of Standard Package, plus website postings addon   | \$3,550<br>per year |
|                     | <ul> <li>Modern &amp; streamlined pre-set website design</li> <li>Responsive design adapts to variety of screen sizes</li> <li>Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>Training for county staff on website platform &amp; making website edits</li> <li>Project Management Services for Migration Included</li> <li>Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form</li> </ul> |                     |

|   | 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 -  |
|---|--|
| <ul> <li>Modern &amp; streamlined website design</li> <li>Responsive design adapts to variety of screen sizes</li> <li>Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>Training for county staff on website platform &amp; making website edits</li> <li>Project Management Services for Migration Included</li> <li>Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf - submit via email or web form</li> <li>Custom designed website layout</li> <li>Advanced website modules like blogs, database, custom site search engine and mobile website</li> <li>+ Website Postings Add-on available for discounted rate of \$1,800/year. Unlimited website edits posted by TAC CIRA staff on your behalf - submit via email or web form.</li> </ul>   | \$4,500 first year (includes set-up fee & first annual payment)  /  \$3,200 annual fee (after first year)  Additional \$1,800/year Website postings add-on |
| <ul> <li>Ultimate Website Package</li> <li>Modern &amp; streamlined website design</li> <li>Responsive design adapts to variety of screen sizes</li> <li>Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> <li>Training for county staff on website platform &amp; making website edits</li> <li>Project Management Services for Migration Included</li> <li>Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> <li>Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form</li> <li>Custom designed website layout</li> <li>Advanced website modules like blogs, database, custom site search engine and mobile website</li> <li>Communicator module to prominently place county news &amp; announcements on website homepage</li> <li>+ Website Postings Add-on available for discounted rate of \$1,800/year. Unlimited website edits posted by TAC CIRA staff on your behalf - submit via email or web form.</li> </ul> | \$5,500 first year (includes set-up fee & first annual payment)  /  \$4,200 annual fee (after first year)  Additional \$1,800/year Website postings add-on |

| Selected<br>Service | Website Service Description   | Cost            |
|---------------------|---|-----------------|
|                     | Website Content Migration or Customization  | \$50 / per hour |
|                     | <ul> <li>If a member requests a website update that will alter the appearance of the website or if the request is beyond the scope of normal posting procedure, the member will incur a website customization charge.</li> <li>Performing content migration from one website to another.</li> </ul> |                 |

| Printed Name: Sharla Baldridge         | Title: County Judge                               |
|--|---|
| Authorized Signature: Sharka Baldridge | Date: <u>_                                   </u> |

# Exhibit C: Email Terms and Conditions - Individual User's Agreement

As a condition of receiving access to the email Service provided by the Texas Association of Counties County Information Resources Agency (TAC CIRA), I understand and agree that:

- 1. I must comply with TAC CIRA's email terms and conditions as attached to this agreement;
- 2. The email terms and conditions may be revised by TAC CIRA from time to time and that and the current version of the applicable terms and conditions is the version be posted on the TAC website: <a href="https://www.county.org/TAC-CIRA">https://www.county.org/TAC-CIRA</a>;
- 3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by TAC CIRA's terms and conditions;
- My failure to confirm my agreement to abide by TAC CIRA's email terms and conditions may result in TAC CIRA's refusal to allow me access to my email account;
- 5. I will keep my password secure and not disclose it to any other person for any reason;
- 6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
- 7. If I lose or cannot remember my password, I will immediately contact TAC CIRA to request that my password be reset.

| SIGNED theday of | , 20   |  |
|------------------|--------|--|
| Signature:       |        |  |
| Printed Name:    | Title: |  |
| County:          |        |  |
| Email address:   |        |  |

Version: October 2020

## Exhibit D: Internet Domain Name Authorization Form

<Insert Date>

Dear TAC CIRA Manager,

On behalf of <insert county name > County, Texas, I hereby authorize the Texas Association of Counties County Information Resources Agency (TAC CIRA) to register our Internet domain name as co.[county].tx.us and to host our domain.

As County Judge of <insert county name> County, Texas, I have authorized the TAC CIRA Manager to act on behalf of <insert county name> County, Texas in the registration of this domain.

Additionally, I confirm the County's agreement and recognition of Neustar as the authorized entity to manage the delegation process on behalf of <insert county name> County, Texas.

Please register the following administrative and technical contacts for this domain:

#### Administrative Contact:

TAC CIRA Manager

TAC County Information Resources Agency

P.O. Box 2131

Austin, TX 78768-2131

Phone: 512-478-8753 Fax: 512-479-1807

e-mail: support@county.org

#### **Technical Contact:**

TAC CIRA Manager

TAC County Information Resources Agency

P.O. Box 2131

Austin, TX 78768-2131

Phone: 512-478-8753 Fax: 512-479-1807

e-mail: support@county.org

Sincerely,

<insert signature block>

Motion by Commissioner Clevenger, second by Commissioner Graf, 4 votes yes, 0 votes No, that Commissioners Court approved to advertise for bids for a 2020 or newer model pickup for use by Juvenile Probation. As per bid specification for 2020 ½ ton Pickup Truck recorded below.

#### THE STATE OF TEXAS

#### **COUNTY OF HOCKLEY**

# IN THE COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

#### BIDS SPECIFICATIONS FOR 2020 1/2 TON PICKUP TRUCK

Notice is hereby given that the Commissioner's Court of Hockley County, Texas will receive sealed bids, in the office of the County Judge located at 802 Houston, St., Ste. 101, Levelland, Texas, until 9:00 A.M., Monday, June 28<sup>th</sup>, 2021, for the following described equipment:

One (1) New 2020 Model (or newer) (7,100 or greater GVW), Crew Cab, one-half (1/2) ton, 4WD, automatic transmission, tow package, short box, power brakes, power steering, power windows and power remote locks, AM & FM radio, hands free blue tooth, factory rear bumper, 3.5 liter turbo v-6 or larger, (or) 5.0 Liter or larger power CID engine with rear axle ratio of 3.55 or higher, gauges — oil, tachometer, temperature, and amps, tire pressure sensors, color dark gray metallic, tilt and cruise, tinted glass, carpeted with rubber floor mats, front bucket seat with center console, air conditioner, 18 in (minimum) wheels and tires and full size spare, 26 gallon or larger fuel cell, for use by Hockley County Juvenile Justice, to be delivered within 30 days.

The Commissioners' Court of Hockley County reserves the right to reject any and all bids.

The required bid forms and specifications for said Pickup Truck is available at the office of the County Judge, between 9:00 A.M. to 5:00 P.M., Monday through Friday.

Given under my hand and seal of said Court, this \_\_\_\_\_\_ day of June, 2021.

Jennifer Palermo, County Clerk, and

Ex-Officio Clerk of the Commissioners' Court,

Hockley County, Texas

### THE STATE OF TEXAS

#### **COUNTY OF HOCKLEY**

## IN THE COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

#### NOTICE TO BIDDERS

Notice is hereby given that the Commissioner's Court of Hockley County, Texas will receive sealed bids, in the office of the County Judge located at 802 Houston, St., Ste. 101, Levelland, Texas, until 9:00 A.M., Monday, June 28<sup>th</sup>, 2021, for the following described equipment:

One 2020 or newer Pickup Truck for use by Hockley County Juvenile Justice

The Commissioners' Court of Hockley County reserves the right to reject any and all bids.

The required bid forms and specifications for said Pickup Truck is available at the office of the County Judge, between 9:00 A.M. to 5:00 P.M., Monday through Friday.

Given under my hand and seal of said Court, this day of June, 2021.

Jennifer Palermo, County Clerk, and

Ex-Officio Clerk of the Commissioners' Court,

Hockley County, Texas

Motion by Commissioner Clevenger, second by Commissioner Carter, 4 votes yes, 0 votes No, that Commissioners Court approved to grant authorization as to the request from the Chamber of Commerce concerning an event to be held in September. As per letter and map recorded below.

#### **Christina Lopez**

From:

Sharla Baldridge

Sent:

Thursday, June 3, 2021 1:18 PM

To:

Christina Lopez

Subject:

FW: Request for use of Courthouse Lawn

**Attachments:** 

C&C Concert Map Downtown.pdf

Please print this email and map to go with the others ones she previously sent, thanks.

From: Mary Siders [mailto:msiders@levelland.com]

Sent: Thursday, June 3, 2021 10:50 AM

To: Sharla Baldridge <sbaldridge@hockleycounty.org>

Cc: Michelle Henry Davis (shell0208@gmail.com) <shell0208@gmail.com>; Holbigmac@aol.com

Subject: Request for use of Courthouse Lawn

#### Sharla,

Attached is the map for the proposed concert area that will be fenced for the evening events only. All morning events are the same, but enhanced, as previous years. Please note we are not placing the tents in the lawn, but will be adding more seating with tables/chairs. Would the county allow us to use that \$1,000 donation for this additional seating in lieu of the tent money Hockley County provides each year?

We are seeking county approval for use of this property to obtain the required city permit.

Please let me know if you have questions or need additional information. What time is the meeting on Monday? We plan to have some board members at that meeting to address any questions or opportunities! Thanks for working with us on this!

Please confirm you received this email. Thanks!

Mary Siders 1101 Ave H. Levelland, TX 79336 Office (806) 894-3157 Fax (806) 894-4284 www.levelland.com



Plan A 9/25 Levelland

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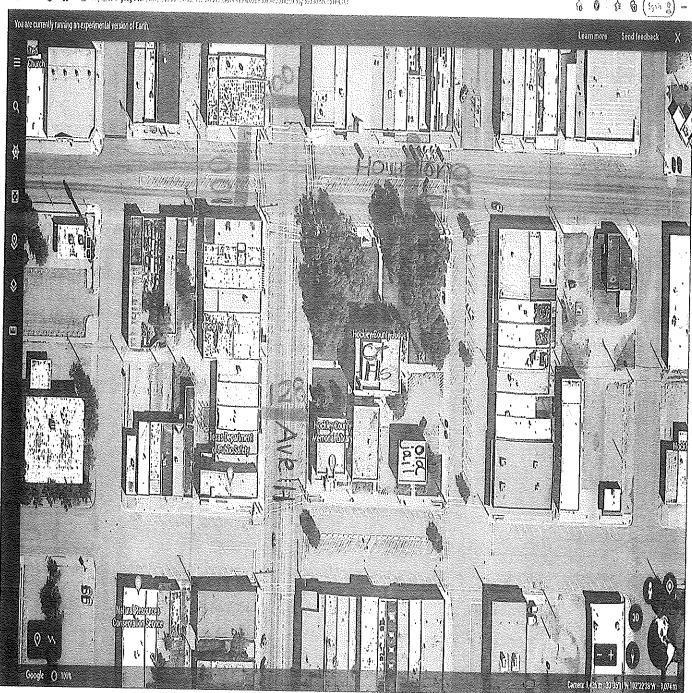
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\* no tents on courthouse lawn brees provide armple shading \*

\* will add additional tables/chairs on lawn and streets

There being no further business to come before the Court, the Judge declared Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the

day of

\_, A. D. 2021, was examined by me and approved.

Commissioner, Precinct No. 1

Commissioner Precinct No. 3

Muly Cuto ommissioner, Precinct No. 2

Commissioner, Precinct No. 4

County Judge

JENNIFER PALERMO, County Clerk, and Ex-Officio Clerk of Commissioners' Court

Hockley County, Texas

