

Mike Hunt
Commissioner Precinct 1



Terry Barber
Commissioner Precinct 3

Skeet Phillips
Commissioner Precinct 2

Ken Cates
Commissioner Precinct 4

Hal Richards
County Judge

NOTICE OF SPECIAL MEETING

Notice is hereby given that a special meeting of the Kaufman County Commissioners' Court will be held on **Tuesday, April 7, 2020 at 9:00 a.m., by Zoom Meeting at the Emergency Operations Center located on 2125 South Houston Street, Kaufman, Texas 75142** at which time the commissioners' court will consider the following items for discussion to wit:

To view the meeting on Live Stream: <http://kaufmancountytexas.swagit.com/live>

1. ROUTINE CORRESPONDENCE
2. CONSENT AGENDA
3. **Judge Richards;** Discuss/Consider approving Proclamation to proclaim the month of April as Child Abuse Prevention and Awareness Month.
4. **Nathan Collins;** Discuss/Consider approving First Amendment to CenturyLink Custom Cover Agreement between Kaufman County and CenturyLink Sales Solution, Inc.
5. **Rebecca Lundberg;** Discuss the Governor's Executive Order GA-14.
6. **Judge Richards;** Discuss/Consider taking any action regarding the Shelter in Place Order for Kaufman County.
7. **Judge Richards;** Discuss/Consider approving Amended Declaration of Local Disaster for Public Health Emergency.
8. **Commissioner Ken Cates;** Discuss and Consider establishing a timely but not less than DAILY reporting process from the County Judge's Office and the Office of Emergency Management to the entire Commissioners Court regarding any COVID 19 developments within Kaufman County to include: State Health Service information, Virus Testing Results, Public Testing for Virus Capabilities, Law Enforcement Actions related to the Public Health Disaster Declaration, information received by or from the Kaufman County Public Health Officer or other significant or critical information during the pendency of the county's Medical Disaster Declaration.
9. **Commissioner Ken Cates;** Discuss and Consider an Order Requiring the County Judge and the KC Office of Emergency Management to timely inform and coordinate with any impacted County Commissioner regarding any Medical Disaster Declaration and any related "Shelter in Place" Orders, to include: Reviewing and Assessing Waiver Requests, developing and making public announcements regarding these matters and implementing any changes or alterations to such Commissioners Court Orders.
10. **Commissioner Terry Barber;** Discuss/Consider approving Order Authorizing Abatement Procedures for Public Health Nuisances and Public Health Threats; pursuant to Chapters 341 and 121 of the Texas Health and Safety Code.

11. Adjourn Special Meeting.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Commissioners' Court will conduct a closed meeting in accordance with the Texas Open Meetings Act and the Government Code, Chapter 551, Subchapter D and E; as noted below

Attorney Consultation	Gov't Code §551.071
Real Property	Gov't Code §551.072
Contract being negotiated	Gov't Code §551.0725
Prospective gifts or donations	Gov't Code §551.073
Personnel Matters	Gov't Code §551.074
County Advisory Body deliberations	Gov't Code §551.0745
Security Devices or Security Audits	Gov't Code §551.076
Economic Development negotiations	Gov't Code §551.087

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. Should any final action, final decision, or final vote be required in the opinion of the Commissioners' Court with regards to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the notice upon the reconvening of the public meetings; or
- (b) at a subsequent open public meeting of the Commissioners' Court upon notice thereof; as the Commissioners' Court shall determine.

Signed this the 3rd day of April, 2020.

Hal Richards, Kaufman County Judge

I, the undersigned, County Clerk of the Kaufman County Commissioners' Court do hereby certify that the above notice of meeting of the Kaufman County Commissioners' Court is a true and correct copy of said notice, that I received said Notice, and it was posted on the bulletin board at the courthouse door of Kaufman County, Texas at a place readily accessible to the general public at all times on the 3rd day of April, 2020, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

FILED FOR RECORD
KAUFMAN CO. TEXAS

2020 APR -3 PM 4:15

LAURA A. HUGHES
COUNTY CLERK

BY:

Laura Hughes, County Clerk

By: _____

Deputy _____



ANYONE WHO HAS IMPAIRMENTS REQUESTING AID AT THE COMMISSIONERS' COURT OR ANY PUBLIC MEETING MUST CALL THE COUNTY CLERK AT LEAST 72 HOURS PRIOR TO THE MEETING.

PROCLAMATION

WHEREAS, The County of Kaufman prides itself on giving back to the community, contributing to the quality of life among our citizens; and

WHEREAS, The Children's Advocacy Center of Kaufman County provides justice and healing for children and families impacted by abuse through its support of a collaborative, child-centered response;

WHEREAS, The Kaufman Child Welfare Board, in association with the Texas Council of Child Welfare Boards', supports Kaufman county's network of volunteers concerned with the welfare of children, especially those suffering from abuse and neglect;

WHEREAS, The Kaufman County Children's Shelter serves children of all ages and works with CASA and CPS offices to help meet the needs of children in Kaufman County;

WHEREAS, Lone Star CASA, Inc., in association with the National Court Appointed Special Advocate (CASA) Association, speaks for the best interest of abused and neglected children who are involved in the juvenile courts; and

WHEREAS, More than 300 children in the Kaufman County area suffer from some form of abuse or neglect each year; and

WHEREAS, Through a national effort, Kaufman County community members are encouraged to join together to raise awareness for those children fallen victim to abuse and neglect throughout the month of April; and

WHEREAS, This effort will give abused and neglected children in our community, and around the country, a chance for a safe and positive future.

NOW, THEREFORE, BE IT RESOLVED, that the Kaufman County Commissioners Court, do hereby proclaim April as

CHILD ABUSE PREVENTION AND AWARENESS MONTH

In Kaufman County, and in doing so, urge all citizens to join in a national effort to raise awareness and help prevent child abuse and neglect.

SIGNED, this day of April 7, 2020

Hal Richards

Kaufman County Judge

Mike Hunt, Comm. Pct. 1

Skeet Phillips, Comm. Pct. 2

Terry Barber, Comm. Pct. 3

Ken Cates, Comm. Pct. 4

**First Amendment to
CenturyLink Custom Cover Agreement between
Kaufman County and CenturyLink Sales Solutions, Inc.**

This First Amendment is made to the CenturyLink Custom Cover Agreement (Pramata No. 1156494) between Kaufman County ("Customer") and CenturyLink Sales Solutions, Inc. ("CenturyLink") effective on April 24, 2018 (the "Agreement"). The following modified and added terms and conditions are made a part of the Agreement effective on the date signed by both parties ("First Amendment Commencement Date").

CenturyLink and Customer agree as follows:

1. Section 4 ("Price Tables for Services") of Attachment A ("CenturyLink Nontariffed Business Products and Services") of the Agreement is amended to add the following to the table:

Customer Billing Address	Service/Installation Address	Type of Service	Order Term	Monthly Recurring Charge	Non-Recurring Charge
Court House 100 W Mulberry St Kaufman, TX 75142	1900 E US Highway 175 Kaufman, TX 75142	Metro Ethernet Classic – 1000Mbps	36 Months	\$900.00	\$0.00
	2125 S Houston St Kaufman, TX 75142	Metro Ethernet Classic – 1000Mbps	36 Months	\$900.00	\$0.00

All other terms and conditions in the Agreement, not amended above, will remain in effect. This Amendment and any information concerning its terms and conditions are CenturyLink's proprietary information and may not be disclosed to third parties without CenturyLink's prior written permission except as permitted by law or the parties' mutual nondisclosure agreement. To become effective, this Amendment must be: (a) signed by a Customer representative; (b) delivered to CenturyLink on or before December 31, 2019; and (c) signed by a CenturyLink officer or authorized designee.

CENTURYLINK SALES SOLUTIONS, INC.

By: Steve Arneson
Steve Arneson - Mar 5, 2020

Name: Steve Arneson

Title: Manager - Offer Management

Date: Mar 5, 2020

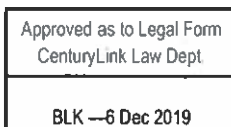
KAUFMAN COUNTY

By: _____

Name: _____

Title: _____

Date: _____





Customer Name: KAUFMAN COUNTY
Order #: Q-00920028
Order Generation Date: 1/14/2020 4:53:56 PM
Cutoff/Expiration Date: 2/28/2020
Currency: USD

Customer Information	Account Information	Prepared By
Name: KAUFMAN COUNTY Primary Contact: Nathan Collins Primary Contact Phone: (469) 376-4154 Primary Contact Email: nathan.collins@kaufmancounty.net Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 1821623 Billing Account: Billing Address: COURT HOUSE 100 W MULBERRY ST KAUFMAN, TX 75142-2064 Contract ID#: 1154031 (Internal Use Only)	Name: Eric Bassett Phone: (866) 231-4018 Email: eric.bassett@centurylink.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
IQ Networking	1	2125 S HOUSTON KAUFMAN TX 75142	IQ Networking Port - Internet	Flat 1000BT 1000 Mbps	36 Months	\$1,000.00	\$325.00	\$325.00
Local Access	1	2125 S HOUSTON KAUFMAN TX 75142	ELA Native Single- CoS Low	CenturyLink (CLPA) GIG E 1G	36 Months	\$570.00	\$600.00	\$600.00
Service Sub Total:						\$1,570.00	\$0.00	

"Terms and Conditions for Domestic CenturyLink IQ Networking Internet Port"

Service. CenturyLink provides CenturyLink IQ Networking Internet Port Service ("Internet Port" or "Service") under the Internet Services Service Schedule. Each Internet Port has a Minimum Service Term of 12 months. Service will not be provided at a residential address. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Any references to a Revenue Commitment, Contributory Charges, or Renewal Order will not apply to Internet Ports. "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink.

Scheduled Maintenance and Local Access. Customer may request a specific Local Access provider ("Preferred Provider") for Off-Net Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If Customer selects a Preferred Provider and CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in this Quote, then the rate for Service at that Service Address may be subject to change.

Scheduled maintenance will not normally result in Service interruption. If scheduled maintenance requires Service interruption, CenturyLink will use commercially reasonable efforts to minimize such interruptions and provide notice to Customer. If third-party local access services are required for the Services, Customer will: (a) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (b) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (c) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

Customer may request additional wiring from the demarcation point to Customer's network interface equipment (where available). If Customer requests additional wiring, CenturyLink will notify Customer of the charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the additional wiring. Additional wiring could entail electrical or optical cabling into (a) existing or new conduit or (b) bare placement in drop down ceilings, raise floors, or mounted to walls/ceiling. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the demarcation point only. Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

If Customer orders Diversity Enhancement or Diversity Backhaul, the Domestic Network Diversity Service Exhibit applies. A copy of the Domestic Network Diversity Service Exhibit is available upon request.



If Customer orders Building Extension Service, the Building Extension Service Service Schedule applies. A copy of the Building Extension Service Service Schedule is available upon request.

Cancellation and Termination Charges. Either party may terminate an individual Service: (a) with 60 days' prior written notice to the other party, or (b) for Cause. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (i) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (ii) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment). If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the Cancellation Charges set forth below, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Service Term, all Services are deemed terminated, and Customer will pay the Cancellation Charges set forth below, in addition to any and all charges that are accrued but unpaid as of the termination date.

CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

Customer: KAUFMAN COUNTY

Authorized Signature

Name Typed or Printed

Title

Date

Service(s) Total for Services priced in this Order

	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 1,570.00	\$ 0.00

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink ("CenturyLink"), as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink.
2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.
4. The Service identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) or Service Exhibit(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) as of the date of this Order will govern, copies which are available upon request. The CenturyLink invoicing entity is the entity providing Services.

Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. Unless otherwise provided in a Service Attachment, at the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in the CenturyLink Master Service Agreement, Affiliate Agreement, Service Exhibit or Service Schedule. "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes> or the RSS, if indicated by the applicable Service Schedule(s) or Service Exhibit(s).

8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request and (b) ancillary charges for additional activities, features or options. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.



Customer Name: **KAUFMAN COUNTY**
Order #: **Q-00920028**
Order Generation Date: **1/14/2020 4:53:56 PM**
Cutoff/Expiration Date: **2/28/2020**
Currency: **USD**

9. Charges/Orders. CenturyLink will charge Customer the rates for the Services shown above. If Customer changes any of the Bundle/Package or Service Details or moves a Service Address, these rates will not apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Existing services, bundles, offers, or packages will continue to be governed by the terms and conditions incorporated by attachment or reference when previously added to the Agreement. If the Agreement does not allow for rates to be set forth in a quote, this Order amends the Agreement to include CenturyLink-approved signed quotes as a method to order the Services listed above. Despite anything to the contrary in the Service-specific terms and conditions and for purposes of this Order only, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary in the Existing Agreement or Agreement. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.



GOVERNOR GREG ABBOTT

March 18, 2020

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
10:00 AM '20 CLOCK

MAR 18 2020

Secretary of State

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation suspending Sections 41.0052(a) and (b) of the Texas Election Code and Section 49.103 of the Texas Water Code to the extent necessary to allow political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections for 2020 only to the next uniform election date, occurring on November 3, 2020, without otherwise adjusting the term of office, and suspending Sections 31.093 and 42.0621(c) of the Texas Election Code to the extent necessary to require all county election officers, if requested by an affected political subdivision, to enter into a contract to furnish election services with any political subdivision who postponed their election to November 3, 2020, under the authority of this proclamation.

The original of this proclamation is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor
GSD/gsd

Attachment

PROCLAMATION
BY THE
Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, Section 41.001(a)(2) of the Texas Election Code provides that a general or special election in this state shall be held on a uniform election date, and the next uniform election date is occurring on May 2, 2020; and

WHEREAS, Section 49.103 of the Texas Water Code provides that certain districts governed by this provision are required to hold director elections in May of each even-numbered year; and

WHEREAS, Section 41.0052 of the Texas Election Code prescribes a procedure for a political subdivision to change a general election date, but the time for making such a change has expired; and

WHEREAS, Section 31.093 of the Texas Election Code requires a county elections administrator to enter into a contract to furnish election services upon request of a political subdivision; and

WHEREAS, Section 42.0621(c) of the Texas Election Code does not require a political subdivision to enter into a contract with a county or hold a joint election with a county on the November uniform election date; and

WHEREAS, on March 13, 2020, the Governor of Texas certified that the novel coronavirus (COVID-19) poses an imminent threat of disaster and, under the authority vested in the Governor by Section 418.014 of the Texas Government Code, declared a state of disaster for all counties in Texas; and

WHEREAS, pursuant to Section 418.016 of the Texas Government Code, the Governor has the express authority to suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of a state agency if strict compliance with the provisions, orders, or rules would in any way prevent, hinder, or delay necessary action in coping with a disaster.

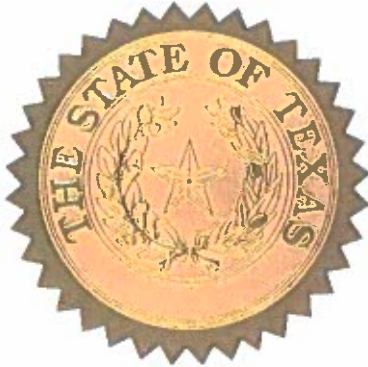
NOW, THEREFORE, I, GREG ABBOTT, Governor of Texas, under the authority vested in me by the Constitution and Laws of the State of Texas, do hereby suspend Sections 41.0052(a) and (b) of the Texas Election Code and Section 49.103 of the Texas Water Code to the extent necessary to allow political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections for 2020 only to the next uniform election date, occurring on November 3, 2020, without otherwise adjusting the term of office. I further suspend Sections 31.093 and 42.0621(c) of the Texas Election Code to the extent necessary to require all county election officers, if requested by an affected political subdivision, to enter into a contract to furnish election services with any political subdivision who postponed their election to November 3, 2020, under the authority of this proclamation.

The authority ordering the election under Section 3.004 of the Texas Election Code is the authority authorized to make the decision to postpone its election in accordance with this proclamation.

Current office holders will hold over to the extent authorized by Article XVI, Section 17 of the Texas Constitution.

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
10:00AM O'CLOCK

MAR 18 2020



IN TESTIMONY WHEREOF, I
have hereto signed my name and
have officially caused the Seal of
State to be affixed at my office in the
City of Austin, Texas, this the 18th
day of March, 2020.



GREG ABBOTT
Governor of Texas

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
10:00am

MAR 18 2020



KAUFMAN COUNTY, TEXAS

COURT ORDER # _____

**AMENDED DECLARATION OF LOCAL DISASTER FOR
PUBLIC HEALTH EMERGENCY**

WHEREAS, beginning in December, 2019, a novel coronavirus, now designated COVID-19 was detected in mainland China, and has since spread throughout the world; and

WHEREAS, the World Health Organization declared COVID-19 a worldwide pandemic on March 11, 2020; and

WHEREAS, extraordinary measures must be taken to contain COVID-19 and prevent its spread throughout Kaufman County; and

WHEREAS, on March 18, 2020 Judge Hal Richards signed a Declaration of Local Disaster for Public Health Emergency; and

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

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

WHEREAS, on March 24, 2020, the Kaufman County Commissioners Court issued an Order Extending the Declaration of Local Disaster for Public Health Emergency that affirmed the activation of the Kaufman County Emergency Management Plan and extended the Declaration of Local Disaster until April 25, 2020; and

WHEREAS, Kaufman County finds that there is a need to increase communication and notification regarding: COVID-19 testing results and hospital bed capacity.

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONER'S COURT of the County of Kaufman, Texas that the Order Extending the Declaration of Local Disaster for Public Health Emergency be amended as follows:

Effective as of 11:59 p.m. on April 7th, 2020, and continuing until 11:59 p.m. on April 25th, 2020.

1. That a state of disaster is declared for Kaufman County, Texas pursuant to section 418.108(a) of the Texas Government Code.
2. That the County's Emergency Management Plan has been implemented.
3. That this state of disaster shall continue from the original Declaration of Local Disaster for Public Health Emergency and is in force until April 30, 2020, unless the same is rescinded or continued by consent of the Commissioners Court of the County of Kaufman, Texas.
4. That this proclamation shall take effect immediately from and after its issuance.
5. All public, private, and commercial laboratories operating within Kaufman County and performing COVID-19 testing shall report by 2:00 p.m. each day for the prior 24-hour period:
 - a. The number of COVID-19 tests performed; and
 - b. The number of positive COVID-19 tests.
6. All hospitals and surgical centers, operating within Kaufman County, shall report by 2:00 p.m. each day for the prior 24-hour period their current hospital bed capacity, in the manner prescribed for reporting to DSHS.
7. Reports required under this Order shall be made to Kaufman County Health Authority, Dr. Benjamin Brashear at bbrashear@bfmkaufman.com. Reporting laboratories/physicians shall not provide names or any other identifiable health information that could be used to identify an individual patient. Kaufman County Health Authority shall refer all received reports immediately to the Kaufman County Office of Emergency Management.
8. A daily report, including all information received under this order and information received from the DSHS PHR 2/3 and CDC, shall be compiled by the Kaufman County Office of Emergency Management and submitted to the County Judge's Office and to each Precinct Commissioner.
9. Per the Governor's Order, Executive Order GA 14, "Essential Services shall consist of everything listed by the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce, Version 2.0." GA 14 requires any other essential services seeking to be added to this list must seek approval with the Texas Department of Emergency Management (TDEM) by contacting TDEM at EssentialServices@tdem.texas.gov or by visiting www.tdem.texas.gov/essentialservices. Any waivers issued by Kaufman County are hereby expired and those businesses or services must seek approval with TDEM.

ORDERED this 7th day of April, 2020.

Hal Richards,
COUNTY JUDGE

Mike Hunt,
COMMISSIONER PCT. #1

Skeet Phillips,
COMMISSIONER PCT. #2

Terry Barber,
COMMISSIONER PCT. #3

Ken Cates,
COMMISSIONER PCT. #4

ATTEST:

County Clerk, Laura Hughes

STATE OF TEXAS
COUNTY OF KAUFMAN

§
§

**ORDER AUTHORIZING ABATEMENT PROCEDURES FOR
PUBLIC HEALTH NUISANCES AND PUBLIC HEALTH THREATS**

On the ____ day of _____, _____, the Commissioners Court of Kaufman County, Texas met in regular session with the following members present and participating, to wit:

Hal Richards	Kaufman County Judge
Mike Hunt	Commissioner, Precinct 1
Skeet Phillips	Commissioner, Precinct 2
Terry Barber	Commissioner, Precinct 3
Ken Cates	Commissioner, Precinct 4

WHEREAS, pursuant to Section 121.003(a) of the Texas Health and Safety Code, the Commissioners Court of Kaufman County may enforce any law that is reasonably necessary to protect the public health; and

WHEREAS, pursuant to Section 121.003(c) of the Texas Health and Safety Code, the Commissioners Court of Kaufman County may grant authority to a county employee, who is trained by a health authority appointed by the county under Section 121.021 and who is not a peace officer, to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health; and

WHEREAS, to ensure and efficiently protect the public health, the Commissioners Court of Kaufman County finds there is a need to adopt nuisance abatement procedures regarding public health nuisances and public health threats pursuant to Chapters 341 and 121 of the Texas Health and Safety Code.

NOW, THEREFORE, IT IS HEREBY ORDERED by the **COMMISSIONERS COURT OF KAUFMAN COUNTY, TEXAS** that the following Procedures for Public Health Nuisances and Public Health Threats be **ADOPTED**:

1. If the Kaufman County Local Health Authority receives information and proof that a public health nuisance exists in the health authority's jurisdiction, the health authority shall issue a written notice ordering the abatement of the nuisance to any person responsible for the nuisance. The Kaufman County Local Health Authority shall, at the same time, send a copy of the notice to the Kaufman County Criminal District Attorney. §341.012(b) Texas Health and Safety Code.

2. The notice must specify the nature of the public health nuisance and designate a reasonable time within which the nuisance must be abated. §341.012(c) Texas Health and Safety Code.
3. If the public health nuisance is not abated within the time specified by the notice, the Local Health Authority shall notify the Kaufman County Criminal District Attorney who shall proceed to abate the public health nuisance. §341.012(b)(1)(2) Texas Health and Safety Code.
4. If the Local Health Authority receives information and proof that a public health nuisance exists in the Local Health Authority's jurisdiction, the Local Health Authority may declare that a Public Health Threat exists at the specific location.
5. Upon declaration that a specific location constitutes a Public Health Threat, a public utility who is notified by certified letter of the Public Health Threat shall discontinue service of the utilities to the specific location named in the Public Health Threat letter for so long as the authority finds the threat to exist. §121.003(a) Texas Health and Safety Code.
6. County Employees, who are not police officers but who have been trained (by the Local Health Authority) to enforce the health and safety laws relating to food, water, waste control, general sanitation, or vector control, are hereby authorized to issue citations for violations occurring in the unincorporated area of Kaufman County, Texas. A citation issued must comply with §121.003(c) Texas Health and Safety Code.
7. Nothing in this Order shall overrule or modify Kaufman County's current §343 Texas Health and Safety Code Nuisance Abatement Policy, nor shall it impact any law enforcement officer's ability to enforce nuisance abatements. This Order's procedures shall apply to Public Health Nuisances and Public Health Threats pursuant to Chapters 341 and 121 of the Texas Health and Safety Code.

PASSED and APPROVED this ____ day of 2020.

Hal Richards,
COUNTY JUDGE

ATTEST: _____
County Clerk, Laura Hughes