

Appendix B

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WISE COUNTY AND THE SUPREME COURT OF TEXAS
FOR
SUPPORT OF CONTINUITY OF COURT OPERATIONS
IN THE EVENT OF AN EMERGENCY**

This memorandum of understanding (MOU) is between Wise County and the Supreme Court of Texas.

I. PURPOSE AND SCOPE OF MOU

The purpose of this MOU is to define the assistance and cooperation that Wise County will provide to a county that is designated by the Supreme Court, the presiding judge of the Eighth Administrative Judicial Region, the Chief Justice of any Appellate Court or a Local Administrative Judge (“designated county”) as requiring Wise County’s assistance in order to continue the operation of the courts of the designated county.

The Supreme Court’s intent in executing this MOU is to provide a framework for the continuity of court operations in any Texas county that has experienced a disaster or unforeseen event that precludes a court from conducting business. This MOU is not limited to assistance to first tier or second tier coastal counties as defined by Sec. 2210.003, Texas Insurance Code.

All counties agreeing to provide assistance under this agreement shall be entitled to receive assistance as described herein from all participating counties

II. PROCEDURE AND ASSISTANCE

In the event that the Supreme Court or the presiding judge of the Eighth Administrative Judicial Region designate in writing that the assistance of Wise County is required to ensure the continued operation of the courts in a designated county, or assistance is requested by any Local Administrative Judge Wise County agrees to provide the following to enable the Appellate, District, Statutory, and Constitutional County Courts of designated county to continue court operations:

- A. adequate facilities for court sessions;
- B. adequate office space for judges and essential administrative staff, including essential county and district clerk staff; and
- C. adequate telecommunication and information management tools necessary for the judges and essential administrative staff to conduct court business.

Wise County agrees to provide assistance within 24 hours of notice of a designated county requiring its assistance. Wise County agrees to provide assistance under this MOU without any further contractual requirements for a period of up to seven working days. If it is anticipated that assistance will be required beyond seven working days, Wise County and designated county will negotiate an interlocal agreement for the additional support.

III. REIMBURSEMENT OF COSTS

Designated county will be responsible for reimbursing Wise County for reasonable costs associated with the assistance provided. Costs will be limited to extraordinary expenses for County, such as supplies, equipment, personnel costs above normal salaries and benefits, security, and utilities.

IV. TERM

This contract is to begin upon the date of execution and shall terminate on TBD, or until rescinded in writing, upon 15 days written notice, by either party.

Supreme Court of Texas

Wise County

Wallace B. Jefferson
 Wallace B. Jefferson
 Chief Justice

By: Bill McElhaneey
 Name: Bill McElhaneey
 Title: Wise County Judge

Date: August 4, 2008

Date: October 20, 2008