

Borger TEXAS

Where Opportunity Booms



Borger City Council Meeting

August 20, 2019
1:20 PM

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**EMERGENCY MEETING
BORGER CITY COUNCIL MEETING
August 20, 2019**

**CITY COUNCIL CHAMBERS
CITY HALL, 600 N. MAIN
BORGER, TEXAS**

Under the Authority of Texas Government Code, Chapter 551, Section 551.045 (Open Meeting Act) the City Council will meet in an emergency meeting to consider items related to a reasonably unforeseeable situation as defined in the Act concerning critical computer networks and infrastructure.

I. CALL TO ORDER - 1:20 PM

1. Roll Call

II. ITEMS TO BE CONSIDERED:

1. Consider and take appropriate action on a Memorandum of Understanding between the Texas Military Department and the City of Borger for the deployment of Cyber Mission Forces.
Eddie Edwards, City Manager
2. Consider and take appropriate action to adjourn.

This is to certify that this Agenda was posted in compliance with Chapter 551, Texas Govt. Code, (Open Meetings Law), on the outside bulletin board located at the west entrance of City Hall, 600 N. Main, Borger, Texas, at 11:00 a.m., on the 20th day of August 2019.


Stella E. Sauls, City Secretary

**CITY HALL IS WHEELCHAIR ACCESSIBLE. ENTRY
IS ON THE WEST SIDE OF THE BUILDING.
EQUIPMENT PROVIDED FOR THE HEARING
IMPAIRED.**



City of Borger

Agenda Memorandum

From:

Date: 8/20/2019

Item Title: Consider and take appropriate action on a Memorandum of Understanding between the Texas Military Department and the City of Borger for the deployment of Cyber Mission Forces.

Proposed Meeting Date: August 20, 2019

Prepared by:

Background/History:

N/A

Findings/Current Activity:

The City of Borger was one of 22 confirmed public entities that were the target of a ransomware attack on critical computer networks and related computer servers and end user machines. This Memorandum of Understanding relates to the deployment of Cyber Mission Forces from the Texas Military Department to partner with the City in the assessment, investigation, remediation, and/or recovery from the August 2019 ransomware attack.

Financial Impact:

There is no cost to the City as the State of Texas is funding any and all costs for the deployment of Cyber Mission Forces.

Options/Recommendation:

Approval

Recommended Motion:

I move to approve the Memorandum of Understanding related to deployment of Cyber Mission Forces between the Texas Military Department and the City of Borger.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE TEXAS MILITARY DEPARTMENT & THE CITY OF BORGER, TEXAS**

This Memorandum of Understanding (“MOU” or “Agreement”) is dated this _____ (“Effective Date”), between the **Texas Military Department (TMD)** and its **Cyber Mission Forces (CMF)**, having their principle address at 2200 W. 35th St., Austin, Texas 78703, and Partner, the **City of Borger, Texas**, (hereinafter “Partner”) principally located at P.O. Box 5250, Borger, Texas 79008. For purposes of this Agreement, the parties shall be known separately as “Party” and collectively as the “Parties.” Any party receiving the Confidential Information shall be referred to as the “Receiving Party”. The party disclosing the Confidential Information shall be referred to as the “Disclosing Party”. This Agreement, and the operations executed pursuant to same, is/are deemed by both parties to be classified “Law Enforcement Sensitive.”

1. **Recitals.**

- a. CMF possesses certain skills, tactics, techniques and procedures and other confidential information pertaining to certain cyber operations and the administration thereof and as further defined in this Agreement, which may benefit the Partner’s cyber operations or incident response to same.
- b. Partner has certain cyber operations and/or issues that are in need of the services as outlined in this MOU.
- c. CMF is providing services on order from the Governor of the State of Texas pursuant to the provisions of Section 437.005, Texas Government Code and based upon Partner’s State of Texas Assistance Request (STAR 68667).
- d. CMF personnel are on active duty in performance of a military duty and therefore the provisions of Section 437.210, Texas Government Code, relating to the interference with Texas Military Forces, apply. In the event CMF personnel discover evidence of criminal misconduct, appropriate law enforcement agencies shall be immediately notified.
- e. This MOU shall supersede any previous agreements and/or oral promises.
- f. This MOU constitutes the entirety of the agreement between the parties. Modifications to this agreement must be executed via signed, dated, writing by both parties.
- g. Based upon the mutual promises contained in this MOU, the Parties hereby agree to be bound as follows:

2. **Purpose.** The purpose of this MOU is to establish policies and procedures under which the CMF

may provide assistance to the Partner, as ordered to do so by the Adjutant General of Texas under authority delegated by the Governor of Texas. It is understood between the parties to this agreement that:

a. The Partner has requested, and the Adjutant General of Texas has directed, the CMF to provide support to the Partner for analysis and/or defense of its critical infrastructure networks and information and information technology systems, including but not limited to the Partner's computers, websites, electronic files, software, cloud service, routers, and network devices (hereinafter "Networks").

b. The purpose of the CMF's participation in these activities is to render civil support assistance in response to **Borger's** formal State of Texas Assistance Request (STAR) for Cyber Support.

c. The services provided by CMF under this MOU shall be provided to the Partner in accordance with state fiscal statutes and regulations.

d. The services provided by CMF are being provided pursuant to lawful orders issued by the Adjutant General under authority delegated by the Governor of the State of Texas.

3. **Scope of Work.** The CMF provides cyber systems analysis and incident response in accordance with industry standards and the National Institute of Standards and Technology (NIST) Cybersecurity Framework (Identify, Protect, Detect, Respond, and Recover) to enable Partners to recover steady state operations. As part of pre-incident analysis and/or incident response, the Partner agrees to permit the CMF to engage in the following activities:

a. CMF execution of reconnaissance, examination, and analysis of the Partner's Network, as defined above, without deploying, using, or engaging any Defensive Information Security Tools (hereinafter "DISTs"), unless otherwise agreed between by both Parties, in writing. Any such agreement shall be reduced to writing, signed and dated by agents or officers with authority and accordingly attached to this MOU.

b. CMF accessing and altering approved configurations to the Partner's network, software and hardware for the purposes outlined in this MOU. CMF shall immediately report any configuration alterations to the Partner.

c. CMF collaboration and coordination with law enforcement authorities for the purposes of conducting criminal investigations pursuant to state and federal laws.

d. In accordance with paragraph 3(a) supra, if requested in writing by a duly authorized agent or officer of the Partner, the CMF will deploy and engage DISTs to provide support and assistance to the Partner and its Network. If a written request is made by the Partner, Partner understands that such request must be approved by, and is subject to authorization by, the Governor or his/her

designee. If approved by the Governor, or his/her designee, then any written request made by the Partner and approved by the Governor, or his/her designee, will be deemed an authorized amendment to this MOU and such authorizations shall be appended to this MOU.

e. This MOU shall not take effect until all authorized signatories have signed this MOU.

f. CMF shall not provide any services that are not in compliance with state and or federal laws regulating the access to, and utilization of, cyber information; or any service not requested by Partner. Partner understands that the CMF has explicit permission to access all aspects of its system.

g. In the event that any federally procured equipment is used in support of this operation TMD shall ensure that applicable federal rules and regulations, to include reimbursement, intelligence oversight are followed.

h. State and federal laws relating to the protection, and non-disclosure, of personally identifiable information (PII), criminal records and other protected information shall be abided.

i. Except in support of lessons learned as described in paragraph 3(i) infra, CMF will purge or return any data collected from the Partner's system that is not necessary to support the conclusions, findings or items in its final report.

j. CMF maintains reports, statistical data, outputs of CMF procedures and software and other data collected to support the conclusions, findings or items of its report to the Partner.

k. CMF shall conduct, with the Partner, an after-action review of the incident. Lessons learned from this incident shall be shared with other governmental and industry partners to better protect the public confidence in, and critical infrastructure interests of, the state of Texas and the U.S. Government. To the extent allowed by state and federal law, CMF shall sanitize divulged information of Partner's identity absent express, written, permission from the Partner.

4. **Acknowledgments**. Partner acknowledges that it shall:

a. Permit CMF system access and all information necessary for the CMF to complete the scope of work as outlined in this MOU or any further or additional fully executed appendices or amendments. Partner will provide CMF appropriate work space and acknowledges that CMF will only engage in those work activities necessary to complete the STAR. CMF will not exceed its scope of work or system access without prior approval of Partner.

b. Identify a Point of Contact (POC) for coordination of all services. The POC will provide the CMF with direct coordination and support during the engagement to include access to agents or officers with authority to bind the Partner.

5. **Reimbursement**. This is a non-reimbursable operation funded wholly by the State of Texas.
6. **CMF Proprietary Intellectual Property Methods and Protocols**. Partner understands and acknowledges that the CMF may utilize technology, methods and protocols considered sensitive and/or proprietary. Partner hereby agrees:
 - a. Not to maintain or copy any such technology, whether hardware, software or writings utilized by the CMF in providing the services as set forth in the scope of work of ancillary agreement, and shall ensure that no such technology shall remain on or within its systems without the express written consent of the CMF.
 - b. To return any and all writings, including but not limited to manuals, checklists or written procedures of any kind.
 - c. Ensure that any employee of Partner having access to any technology or writings of any kind provided by the CMF executes a non-disclosure agreement in the form provided by the CMF.
 - d. Except as provided for by the Law Enforcement Sensitive aspect of the support provided by the CMF to the Partner, and the Partner's independent law enforcement interests, notwithstanding anything to the contrary contained therein, CMF agrees that Partner shall be permitted at any time to disclose the fact that Partner has entered into this MOU and the details of the MOU.
7. **Third Party Permissions and Authorizations**. In the event that Partner uses equipment or software owned or operated by third parties, Partner represents and warrants that it either already has, or will obtain prior to the CMF providing any services, all licenses, authorizations and permissions from such third party entities necessary for the CMF to provide the services herein and that CMF services are not in conflict with the licenses, authorizations or permissions. Further, in the event systems are connected to any third-party systems, Partner represents and warrants that all necessary notices have been given and all necessary permissions have been obtained.
8. **Term**. Notwithstanding the Parties obligations to maintain the law enforcement sensitive nature of these operations, this Agreement shall commence on the date of the last signature herein below and shall remain in effect until terminated as set forth in this MOU or twenty-four months, whichever is sooner.
9. **Modification of this Agreement**. Any amendments or changes to this to this Agreement must be in writing, dated and executed by all parties hereto. Any changes to the scope of work must also be in writing, dated and executed by all parties hereto.
10. **Termination**. Either party may terminate this MOU by giving written notice to all Parties. Partner shall

not terminate, limit, restrict or otherwise interfere with access to its system until acknowledgment of such termination has been given by the CMF unless Partner reasonably believes immediate cut off of access is necessary to maintain the integrity of Partner systems and ensure no interruption in the operations of Partner.

11. **Disclaimer of Liability**. CMF personnel, ordered into service of the State of Texas by proper authority, are afforded the protections provided in Section 437.222 of the Texas Government Code.

12. **Tort Claims Acts**. Partner acknowledges potential damage limitations of State & Federal Tort Claim Acts.

13. **Confidentiality**. Parties agree to abide by the confidentiality terms and conditions as articulated herein. The parties hereby agree to treat this operation as Law Enforcement Sensitive and keep all confidential information obtained incident to this MOU confidential, unless disclosure is required by law.

14. **Severability**. Terms or conditions contained in this MOU may be limited or negated by State and or Federal regulation. In the event that any provision or section herein is held invalid or unenforceable, the remaining provisions and sections shall remain in full force and effect.

15. **Authority to Bind**. The signatory below hereby represents that they are authorized to bind and obligate their respective party to the terms and conditions of this agreement.

On behalf of the Texas Military Department

On behalf of the City of Borger, Texas

_____	_____	_____	_____
SIGNATURE	DATE	SIGNATURE	DATE
_____	_____	_____	_____
PRINTED NAME	TITLE	PRINTED NAME	TITLE