

102 West Austin Street, Suite 205
Jefferson, Texas 75657



Hon. Leward J. LaFleur
Marion County Judge

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

Commissioner Jacob Pattison
Commissioner Gered R. Lee

FILED FOR RECORDS
23 JUL 27 PM 4:00
(903) 665-3261
Fax (903) 665-8732
CO. CLERK MARION CO.
BY *EM* DEPUTY

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 31st July, 2023 at 9:00 a.m. in the County Courthouse, County/ District Courtroom, 102 W. Austin 3rd Floor, Jefferson, TX and that the following subjects will be discussed:

1. Consent agenda:
 - a. Consider approval of minutes – July 10, 2023, July 14, 2023, July 24, 2023
 - b. Court to examine all accounts and reports relating to finances of County
 - c. Court to audit and settle all accounts against County and direct their payment
 - d. Enter into minutes CEU hours for the following: J.R. Ashley, County Commissioner Pct. 1; Jacob Pattison, County Commissioner Pct. 2; Ralph Meisenheimer, County Commissioner Pct. 3; Gered R. Lee, County Commissioner Pct. 4; Leward J. LaFleur, County Judge; Billie Jo Westbrook, County Treasurer; Alan Biddy, Justice of the Peace Pct. 2
 - e. County Auditor to make financial report
2. Enter into Executive Session per 551.071 regarding County of Marion v Purdue Pharma Inc, et al, MDL Master Cause No 2018-63587, in the 152nd District Court of Harris County, Texas.
3. Consider for approval, authoring County Judge to sign Resolution and Settlement Participation and Release Forms regarding settlement offers from Walgreens, CVS, and Walmart in the matter of Texas Opioid Multi-District Litigation In Re: County of Marion v Purdue Pharma, L.P. et al.
4. Consider per approval donation of \$2,500 from Aqua Texas Per LGC 81.032 for storm clean-up efforts.
5. Consider for approval Special Budget for Revenue Received After Start of Fiscal Year by Certification of Additional Revenue per LGC 111.0108 for Storm Donation.
6. Consider for approval Special Budget for Revenue Received After Start of Fiscal Year by Certification of Additional Revenue per LGC 111.0108 for Precinct 3 Timber Sale.
7. Consider for approval 2023-2024 Renewal Notice and Benefit Confirmation TAC Health and Employee Benefits.
8. Consider for approval Interlocal Contract for County 9-1-1 Database Maintenance with ETCOG from Sept 1, 2023 – August 31, 2025 at \$1075.90.

9. Consider for approval Allpaid Participation Agreement for Cash Bail/Bond payments Authorizing County Sheriff to sign the agreement.
10. Discuss and take necessary action on Mims VFD Building Lease DACW63-1-13-0842 with the U.S. Army Corps of Engineers.


Leward J. LaFleur
County Judge
Marion County, Texas

ED FCO RECORD
28 JUL 27 PM 2:49
CO. C. 18 08 00.
BY  DEPUTY

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

JULY 31, 2023

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on July 31, 2023. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JACOB PATTISON, COMMISSIONER, PRECINCT #2
RALPH MEISENHEIMER, COMMISSIONER, PRECINCT # 3
GERED R. LEE, COMMISSIONER, PRECINCT#4

ITEM NO. 1

CONSENT AGENDA:

a. ORDER APPROVING MINUTES OF MEETING ON JULY 10, 2023, JULY 14, 2023, JULY 24, 2023

b. ORDER TO EXAMINE ALL ACCOUNTS AND REPORTS RELATING TO FINANCES OF THE COUNTY

c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT

d. ORDER APPROVING CEU HOURS FOR THE FOLLOWING: J.R. ASHLEY, COUNTY COMMISSIONER PCT. 1 JACOB PATTISON, COUNTY COMMISSIONER PCT. 2; RALPH MEISENHEIMER, COUNTY COMMISSIONER PCT. 3; GERED R. LEE, COUNTY COMMISSIONER PCT. 4; LEWARD LAFLEUR, COUNTY JUDGE; BILLIE JO WESTBROOK, COUNTY TREASURER; ALAN BIDDY, JUSTICE OF THE PEACE PCT. 2

e. ORDER TO AUDITOR FINANCIAL REPORT

Motion by Ashley, seconded by Pattison to approve consent our agenda as presented with all the extras from Mrs. B.J. All members present voted Aye. Motion carried 4-0.

Exhibit "A"

ITEM NO. 2

**ENTER INTO EXECUTIVE SESSION PER 551.071 REGARDING COUNTY OF
MARION V PURDUE PHARMA INC, ET AL, MDL MASTER CAUSE NO 2018-63587,
IN THE 152ND DISTRICT COURT OF HARRIS COUNTY, TEXAS.**

Entered in to Executive Session at 9:15

Came out of Executive Session at 9:22

No votes taken

ITEM NO. 3

**ORDER TO APPROVE AUTHORIZING OUR COUNTY JUDGE TO SIGN THIS
RESOLUTION AND SETTLEMENT PARTICIPATION AND RELEASE FORMS
REGARDING SETTLEMENT OFFERS FROM WALGREENS, CVS AND WALMART
IN THE MATTER OF TEXAS OPIOID MULTI DISTRICT LITIGATION IN THE
COUNTY OF MARION V PURDUE PHARMA, L.P. ET AL.**

Motion by Ashley, seconded by Meisenheimer to approve consent agenda. All members present voted Aye. Motion carried 4-0.

Exhibit "B"

ITEM NO. 4

**ORDER TO APPROVE THE DONATION OF EXCEPTING \$2,500 FROM AQUA
TEXAS PER LGC 81.032 FOR STORM CLEAN-UP EFFORTS.**

Motion by Ashely, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

Exhibit "C"

ITEM NO. 5

**ORDER TO APPROVE SPECIAL BUDGET FOR REVENUE RECEIVED AFTER
START OF FISCAL YEAR BY CERTIFICATION OF ADDITIONAL REVENUE PER
LGC 111.0108 FOR STORM DONATIONS AND PUT IT BACK INTO MAINTENANCE
TO PAY FOR PORTABLE AIR UNITS THAT THE SHERIFF HAD TO PURCHASE
DURING THE STORM SO HE COULD KEEP THE JAIL AT A LEGAL
TEMPERATURE.**

Motion by Lafleur, seconded by Ashley. All members present voted Aye. Motion carried 4-0.

Exhibit "D"

ITEM NO. 6

**ORDER TO APPROVE SPECIAL BUDGET FOR REVENUE RECEIVED AFTER
START OF FISCAL YEAR BY CERTIFICATION OF ADDITIONAL REVENUE PER
LGC 111.0108 FOR PCT. 3 TIMBER SALE.**

Motion by Meisenheimer, seconded by Pattison. All members present voted Aye. Motion carried 4-0.

Exhibit "E"

ITEM NO. 7

**ORDER TO APPROVE 2023-2024 RENEWAL NOTICE AND BENEFIT
CONFIRMATION OF THE TEXAS ASSOCIATION OF COUNTIES HEALTH AND
EMPLOYEE BENEFITS.**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

Exhibit "F"

ITEM NO. 8

**ORDER TO APPROVE OUR INTERLOCAL CONTRACT FOR COUNTY 9-1-1
DATABASE MAINTENANCE WITH ETCOG FROM SEPT. 1, 2023-AUGUST 31, 2025
AT 1,075.90.**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0.

Exhibit "G"

ITEM NO. 9

**ORDER TO APPROVE ALLPAID PARTICIPATION AGREEMENT FOR CASH
BAIL/BOND PAYMENTS AUTHORIZING OUR
COUNTY SHERIFF TO SIGN THE AGREEMENT.**

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 4-0.

Exhibit "H"

ITEM NO. 10

ORDER TO APPROVE THAT WE RENEW THE LEASE OF THE MIMS FIRE STATION THERE AT THE ENTRANCE OF JOHNSON'S CREEK FOR FIVE YEARS WITH THE CORP. OF ENGINEERS AND GIVING THE FRIENDS OF LAKE O THE PINES A ONE YEAR LEASE FOR FREE EXCEPT THEM PAYING THE BASIC UTILITIES WITH THE OPTION OF RENEWING AND THEN WE STILL NEED TO GET A WRITTEN CONTRACT FOR GIVING THEM THAT LEASE FOR THE YEAR WITH THE COUNTY JUDGE AND AUTHORIZING THE COUNTY JUDGE TO SIGN.

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 4-0.

Exhibit "I"

ORDER TO ADJOURN

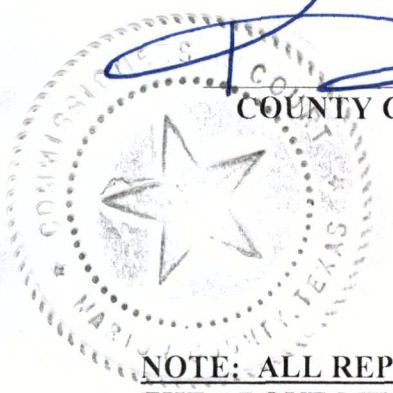
Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 9:24 a.m.

There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time

I attest to the accuracy of
the foregoing minutes.



COUNTY CLERK

COUNTY JUDGE

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN
THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK

Exhibit "A"

237

Date/Time 08-01-2023 / 08:39 AM
Submitted By bwestbrook257

Pay Date 07-31-2023

Employee Deposits	\$14,219.68
Employer Contributions	\$24,295.34
Group Term Life Premiums	\$914.12
Total	\$39,429.14

Comments Resending Payroll for July 2023 with
corrected Pay Date

Payroll File JULY23.xlsx

CLOSE

PRINT

**Texas Workforce Commission's Unemployment Tax Services
Payment Confirmation******* EMPLOYER FILE COPY *****

As of July 13, 2023 03:56 PM

Confirmation Number:	33150183
TWC Tax Account Number:	99-881041-8
Employer Name:	MARION - COUNTY OF
Bank Name:	CITIZENS NATIONAL BANK
Account Type:	Checking
Payment Initiated:	July 13, 2023 03:56 PM
Payment Date:	July 24, 2023
Scheduled Payment Amount:	\$108.22
Paid By:	Billie J Westbrook (bjwestbrook)

***** EMPLOYER FILE COPY *****

Civil Fees

Original Return for period ending 06/30/2023

Confirmation: You Have Filed Successfully

Please do NOT send a paper return.

Print this page for your records.

Reference Number: 20723037325

Date and Time of Filing: 07/26/2023 09:30:51 AM

Taxpayer ID: 17560010617

Taxpayer Name: MARION COUNTY

Taxpayer Address: 102 W AUSTIN ST STE 101 JEFFERSON , TX 75657 - 2200

Entered by: BJ Westbrook

Email Address: bjwestbrook6685@gmail.com

Telephone Number: (903) 665-2472

IP Address: 208.75.27.181

Description	Issued/Filed	Total Collected	Service Fee	Amount Due
Birth Certificate Fees	32	57.60		57.60
Marriage License Fees	12	360.00		360.00
Declaration of Informal Marriage	0	0.00		0.00
Juror Donations	6	64.00		64.00
JP Cons Civil Fee \$21	46	969.00		969.00
Stat Probate Civil \$137	0	0.00		0.00
Stat County Civil \$137	0	0.00		0.00
County Court Civil \$137	0	0.00		0.00
County Court Other \$45	0	0.00		0.00
Dist Court Civil \$137	4	548.00		548.00
Dist Court Other \$45	2	107.00		107.00
County Alternate Dispute Resolution Fund	16	477.00		477.00
Repealed Nondisclosure Fees	0	0.00		0.00
REPEALED Justice Courts ILS (6)	0	0.00	-0.00	0.00
REPEALED Stat Probate ILS(7a)	0	0.00	-0.00	0.00
REPEALED Stat Cnty ILS (8a)	0	0.00	-0.00	0.00
REPEALED CCC ILS (9a)	0	0.00	-0.00	0.00
REPEALED Dist Court Divorce (10a)	0	0.00	-0.00	0.00
REPEALED Dist Crt Oth Than Divorce (10b)	0	0.00	-0.00	0.00
REPEALED Dist Court ILS (10C)	0	0.00	-0.00	0.00
REPEALED Judicial Support (11)	0	0.00		0.00
REPEALED Judicial Court Training (12)	0	0.00		0.00
Subtotal		2,582.60	-0.00	2,582.60

Total Fee Due = 2,582.60

Balance Due = 2,582.60

Pending Payments - 0.00

Total Amount Due and Payable = 2,582.60

Payment Summary

Amount to Pay: \$2,582.60

Electronic Check: \$2,582.60

Payment Reference Number: 20723037323

Trace Number: 73025171

Type of Bank Account: CHECKING

Accountholder Name: Marion County

Bank Routing Number: 111903151

Bank Account Number: *****9335

Payment Effective Date: 07/31/2023

County Criminal Costs and Fees

Original Return for period ending 06/30/2023

Confirmation: You Have Filed Successfully

Please do NOT send a paper return.

Print this page for your records.

Reference Number: 20723039542

Date and Time of Filing: 07/26/2023 09:41:26 AM

Taxpayer ID: 17560010617

Taxpayer Name: MARION COUNTY

Taxpayer Address: 102 W AUSTIN ST STE 101 JEFFERSON, TX 75657 - 2200

Entered by: BJ Westbrook

Email Address: bjwestbrook6685@gmail.com

Telephone Number: (903) 665-2472

IP Address: 208.75.27.181

Costs and Fees		Service Fee	Amount Due
01-01-2020 forward	15,160.24	-1,516.03	13,644.21
01-01-2004 --- 12-31-2019	414.73	-41.48	373.25
09-01-1991 - 12-31-2003	0.00	n/a	0.00
Bail Bond Fee (BB)	675.00	-67.50	607.50
DNA Testing Fee - Juvenile (DNA JV)	0.00	n/a	0.00
EMS Trauma Fund (EMS)	104.28	-10.43	93.85
Prior Mandatory Costs (JRF, IDF & JS)	106.53	-10.66	95.87
Juvenile Probation Diversion Fee (JPD)	0.00	n/a	0.00
State Traffic Fine (STF2) 9-1-19 fwd	7,776.23	-311.05	7,465.18
State Traffic Fine (STF) Prior to 9-1-19	27.51	-1.38	26.13
Intoxicated Driver Fine	0.00	n/a	0.00
Moving Violation Fees (MVF)	0.10	-0.01	0.09
DNA Testing Fee-Felony Conviction (DNA)	25.00	-2.50	22.50
DNA Testing Fee - MSDM & CS (DNA & CS)	0.00	n/a	0.00
Truancy Prevention/Diversion Fnd (TPD)	3.63	n/a	3.63
Failure Appear/Pay (rpt 2/3 fee) (FTA)	122.03	n/a	122.03
Time Payment Fees (rpt 50% of fees) (TP)	142.89	n/a	142.89
Judicial Fund - Constitutional Court	0.00	n/a	0.00
Peace Officer Fees (Report 20% of fees)	100.40	n/a	100.40
Motor Carrier Wght Fines (rpt 50%) (MCW)	0.00	n/a	0.00
Driving Records Fee (100% of fees) (DRF)	0.00	n/a	0.00
NON-SUSPENSION FINE (NSF)	0.00	n/a	0.00
Subtotal		-1,961.04	22,697.53

Total Fee Due = 22,697.53

Balance Due = 22,697.53

Pending Payments - 0.00

Total Amount Due and Payable = 22,697.53

Payment Summary

Amount to Pay: \$22,697.53

Electronic Check: \$22,697.53

Payment Reference Number: 20723039541

Trace Number: 73025221

Type of Bank Account: CHECKING

Accountholder Name: Marion County

Bank Routing Number: 111903151

Bank Account Number: *****9335

Payment Effective Date: 07/31/2023

Specialty Court Program Account

Original Return for period ending 06/30/2023

Confirmation: You Have Filed Successfully

Please do NOT send a paper return.

Print this page for your records.

Reference Number: 20723041628

Date and Time of Filing: 07/26/2023 09:51:12 AM

Taxpayer ID: 17560010617

Taxpayer Name: MARION COUNTY

Taxpayer Address: 102 W AUSTIN ST STE 101 JEFFERSON , TX 75657 - 2200

Entered by: BJ Westbrook

Email Address: bjwestbrook6685@gmail.com

Telephone Number: (903) 665-2472

IP Address: 208.75.27.181

Description	Amount
Total Amount of Specialty Court Program Fees Collected	294.55
Amount Retained (50%) for Established Specialty Court Programs	- 0.00
Service Fee	- 29.45
Subtotal	265.10

Total Fee Due = 265.10

Balance Due = 265.10

Pending Payments - 0.00

Total Amount Due and Payable = 265.10

Payment Summary

Amount to Pay: \$265.10

Electronic Check: \$265.10

Payment Reference Number: 20723041627

Trace Number: 73025259

Type of Bank Account: CHECKING

Accountholder Name: Marion County

Bank Routing Number: 111903151

Bank Account Number: *****9335

Payment Effective Date: 07/31/2023

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Electronic Filing System Fund

Original Return for period ending 06/30/2023

Confirmation: You Have Filed Successfully

Please do NOT send a paper return.

Print this page for your records.

Reference Number: 20723041084

Date and Time of Filing: 07/26/2023 09:48:26 AM

Taxpayer ID: 17560010617

Taxpayer Name: MARION COUNTY

Taxpayer Address: 102 W AUSTIN ST STE 101 JEFFERSON , TX 75657 - 2200

Entered by: BJ Westbrook

Email Address: bjwestbrook6685@gmail.com

Telephone Number: (903) 665-2472

IP Address: 208.75.27.181

Filing Fees (Civil Cases)		Amount Due
	District Court Filing Fees (@ \$30)	0.00
	County Courts Filing Fees (@ \$30)	0.00
	Justice Courts Filing Fees (@ \$10)	0.00
Criminal Costs on Convictions		Amount Due
	District Court Convictions (@ \$5)	10.00
	County Courts Convictions (@ \$5)	0.00
Subtotal		10.00

Total Fee Due = 10.00

Balance Due = 10.00

Pending Payments - 0.00

Total Amount Due and Payable = 10.00

Payment Summary

Amount to Pay: \$10.00

Electronic Check: \$10.00

Payment Reference Number: 20723041083

Trace Number: 73025247

Type of Bank Account: CHECKING

Accountholder Name: Marion County

Bank Routing Number: 111903151

Bank Account Number: *****9335

Payment Effective Date: 07/31/2023

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Texas Association of Counties

Certificate of Attendance

presented to

Hon. Billie Jo Westbrook
Marion County

for completion of educational instruction during the

2022 New Treasurers' Seminar

November 30 - December 2 • Embassy Suites Denton Convention Center • Denton

Gayla Hawkins

Honorable Gayla Hawkins, President
County Treasurers' Association of Texas

Dianna M. Spielker

Honorable Dianna Spielker, Chair
Certification and Validation Committee

County Treasurers' Association of Texas
2023 Certificate of Compliance
Continuing Education



This Certifies That
Hon. Billie Jo Westbrook
Treasurer
Marion County

Successfully completed the required hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code Continuing Education.

Honorable Gayla Hawkins, President,
County Treasurers' Association of Texas

Honorable Diana Spiker, Chair
Certification and Validation Committee

TJCTC SEMINARS

Seminar - Classes	Seminar Date	Credit Hours
FY_23 Justice of the Peace 20-Hour Seminar - - Lubbock	7/9/2023	20
Day 1		
Court Security	8:00 AM - 10:00 AM - 2	
When Mental Health Issues Arise in Your Courtroom	10:00 AM - 12:00 PM - 2	
County Politics	1:00 PM - 2:00 PM - 1	
Receivership Scenarios	2:00 PM - 3:00 PM - 1	
Rural Roundtable	3:00 PM - 5:00 PM - 2	
Day 2		
Probable Cause	8:00 AM - 10:00 AM - 2	
Criminal Scenarios: Enforcement	10:00 AM - 12:00 PM - 2	
Completing Death Certificates	1:00 PM - 3:00 PM - 2	
Unusual Inquests	3:00 PM - 5:00 PM - 2	
Day 3		
Judicial Ethics	8:00 AM - 10:00 AM - 2	
Challenging Cases: What We Can Learn	10:00 AM - 12:00 PM - 2	
RW Emergency Detention Orders Webinar -- Online	1/19/2023	2
Day 1		
Emergency Detention Orders	1:00 PM - 3:00 PM - 2	

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TEXAS ASSOCIATION of COUNTIES

Certification for Continuing Education

2023 County Administrative Training: County Budgeting

Feb. 21 | March 7 | March 28 | April 25 | May 25 | May 31 | June 26 | July 17

Sponsor:

Texas Association of Counties

Educational Co-Sponsor:

V.G. Young Institute of County Government, Texas A&M
AgriLife Extension Service

SESSION TITLE	HOURS OFFERED	HOURS CLAIMED
Calendars: Budgeting, Property Tax and Grievance	1 hour	1
Calculating Tax Rates and What They Mean	1 hour	1
Advertisements and Public Notices	1 hour	1
Procedures to Adopt Budget and Tax Rate	1 hour	1
TOTAL POSSIBLE CONTINUING EDUCATION HOURS	4	
TOTAL HOURS CLAIMED		4

Please check and fill out the office and continuing education hours that apply to you:

- ☒ County Commissioner (max of 4 hours): 4
☐ County Treasurer & Staff (max of 4 hours): _____
- ☐ CPA/Auditors (max of 4 hours): _____
 ☐ Tax Assessor-Collectors (max of 4 hours): _____
- ☐ Justices of the Peace (max of 4 hours): _____

Please check the date and location of the workshop you attended:

- ☐ Feb. 21, Bryan
 ☐ May 25, Corpus Christi
- ☐ March 7, Lubbock
 ☐ May 31, Nacogdoches
- ☐ March 28, San Angelo
 ☐ June 26, San Antonio
- ☒ April 25, Lubbock
 ☒ July 17, Galveston

I, J. R. Ashley, do hereby certify that I attended the above listed programs and was present at the courses of instruction. I represent and declare all of the above statements are true and correct.

Name (print): J. R. AshleyCounty: MarionTitle: ComptrollerDate: July 17Signature: [Signature]

was 120,000

for 110,000

100

115,000

Commissioners Court Member Certification for Credit

2023 North and East Texas County Judges and Commissioners Association Annual Conference
Hilton Galveston Island Resort and Convention Center | July 17-20, 2023 | Galveston, Texas

Please indicate each class attended by noting credit hour(s) in the "claimed" box. Add all classroom hours attended and indicate the total hours below and return signed form.

Session Title	Date	Time	Hours	Claimed
<i>General Sessions</i>				
Keynote Session: A Different Kind of Career	Tuesday, July 18, 2023	8:50-9:40 a.m.	1 hour	/
3.013 Working with the Legislature	Tuesday, July 18, 2023	10:40-11:30 a.m.	1 hour	/
<i>Commissioners Education Sessions</i>				
3.019 Subdivision Regulations	Tuesday, July 18, 2023	1-1:50 p.m.	1 hour	/
TEEX Agency Overview County Assistance Programs	Tuesday, July 18, 2023	1:50-2:40 p.m.	1 hour	/
Road Use Agreements	Tuesday, July 18, 2023	3:35-4:25 p.m.	1 hour	/
3.016 County Roads	Tuesday, July 18, 2023	4:25-5:15 p.m.	1 hour	/
<i>General Sessions</i>				
4.025 Tax Abatement and Economic Development	Wednesday, July 19, 2023	8:30-9:20 a.m.	1 hour	/
3.004 Regulations and Legal Issues: Solid Waste	Wednesday, July 19, 2023	10:20-11:10 a.m.	1 hour	/
<i>Commissioner Court Advanced Curriculum</i>				
2.007 County Sheriff	Wednesday, July 19, 2023	1-1:50 p.m.	1 hour	/
2.017 County Court at Law Judge	Wednesday, July 19, 2023	2-2:50 p.m.	1 hour	/
<i>General Sessions</i>				
3.008 Physical and Mental Health Issues	Thursday, July 20, 2023	9:30-10:20 a.m.	1 hour	/
3.012 Interlocal Agreements	Thursday, July 20, 2023	10:20-11:10 a.m.	1 hour	/
4.017 Communications: Broadband	Thursday, July 20, 2023	11:25 a.m.-12:15 p.m.	1 hour	/
TOTAL HOURS			13 hours	13
TOTAL HOURS CLAIMED				

I, J. R. Ashley, do hereby certify that I attended the above listed conference and was present at the courses of instruction for which I am claiming continuing education credit. I make this certification for the purpose of receiving credit for * 13 hours of continuing education credit for the 2023 calendar year. (*maximum of 13 hours can be claimed)

I represent and declare all of the above statements are true and correct.

July 20, 2023
Date

J. R. Ashley
Printed Name (will appear on certificate)

Mayton #1
County & Precinct

[Signature]
Signature

Please keep the yellow copy for your records

248
PLEASE KEEP THIS COPY FOR YOUR RECORDS.

TEXAS ASSOCIATION of COUNTIES

Certification for Continuing Education

2023 County Administrative Training: County Budgeting

Feb. 21 | March 7 | March 28 | April 25 | May 25 | May 31 | June 26 | July 17

Sponsor:

Texas Association of Counties

Educational Co-Sponsor:

V.G. Young Institute of County Government, Texas A&M
AgriLife Extension Service

SESSION TITLE	HOURS OFFERED	HOURS CLAIMED
Calendars: Budgeting, Property Tax and Grievance	1 hour	
Calculating Tax Rates and What They Mean	1 hour	
Advertisements and Public Notices	1 hour	
Procedures to Adopt Budget and Tax Rate	1 hour	
TOTAL POSSIBLE CONTINUING EDUCATION HOURS	4	
TOTAL HOURS CLAIMED		4

Please check and fill out the office and continuing education hours that apply to you:

- ☒ County Commissioner (max of 4 hours): 4 ☐ County Treasurer & Staff (max of 4 hours): _____
☐ CPA/Auditors (max of 4 hours): _____ ☐ Tax Assessor-Collectors (max of 4 hours): _____
☐ Justices of the Peace (max of 4 hours): _____

Please check the date and location of the workshop you attended:

- ☐ Feb. 21, Bryan ☐ May 25, Corpus Christi
☐ March 7, Lubbock ☐ May 31, Nacogdoches
☐ March 28, San Angelo ☐ June 26, San Antonio
☐ April 25, Lubbock ☒ July 17, Galveston

I, Jacob E. Pattison, do hereby certify that I attended the above listed programs and was present at the courses of instruction. I represent and declare all of the above statements are true and correct.

Name (print): Jacob E. Pattison

County: Marion

Title: Commissioner P.C.T. #2

Date: 7/17/23

Signature: Jacob E. Pattison

Commissioners Court Member Certification for Credit

2023 North and East Texas County Judges and Commissioners Association Annual Conference
Hilton Galveston Island Resort and Convention Center | July 17-20, 2023 | Galveston, Texas

Please indicate each class attended by noting credit hour(s) in the "claimed" box. Add all classroom hours attended and indicate the total hours below and return signed form.

Session Title	Date	Time	Hours	Claimed
<i>General Sessions</i>				
Keynote Session: A Different Kind of Career	Tuesday, July 18, 2023	8:50-9:40 a.m.	1 hour	✓
3.013 Working with the Legislature	Tuesday, July 18, 2023	10:40-11:30 a.m.	1 hour	✓
<i>Commissioners Education Sessions</i>				
3.019 Subdivision Regulations	Tuesday, July 18, 2023	1-1:50 p.m.	1 hour	✓
TEEX Agency Overview County Assistance Programs	Tuesday, July 18, 2023	1:50-2:40 p.m.	1 hour	✓
Road Use Agreements	Tuesday, July 18, 2023	3:35-4:25 p.m.	1 hour	✓
3.016 County Roads	Tuesday, July 18, 2023	4:25-5:15 p.m.	1 hour	✓
<i>General Sessions</i>				
4.025 Tax Abatement and Economic Development	Wednesday, July 19, 2023	8:30-9:20 a.m.	1 hour	✓
3.004 Regulations and Legal Issues: Solid Waste	Wednesday, July 19, 2023	10:20-11:10 a.m.	1 hour	✓
<i>Commissioner Court Advanced Curriculum</i>				
2.007 County Sheriff	Wednesday, July 19, 2023	1-1:50 p.m.	1 hour	
2.017 County Court at Law Judge	Wednesday, July 19, 2023	2-2:50 p.m.	1 hour	
<i>General Sessions</i>				
3.008 Physical and Mental Health Issues	Thursday, July 20, 2023	9:30-10:20 a.m.	1 hour	✓
3.012 Interlocal Agreements	Thursday, July 20, 2023	10:20-11:10 a.m.	1 hour	✓
4.017 Communications: Broadband	Thursday, July 20, 2023	11:25 a.m.-12:15 p.m.	1 hour	
TOTAL HOURS			13 hours	10
TOTAL HOURS CLAIMED				10

I, Jacob E. Pattison, do hereby certify that I attended the above listed conference and was present at the courses of instruction for which I am claiming continuing education credit. I make this certification for the purpose of receiving credit for remaining hours of continuing education credit for the 2023 calendar year. (*maximum of 13 hours can be claimed)

I represent and declare all of the above statements are true and correct.

7/20/23
Date

Jacob E. Pattison
Printed Name (will appear on certificate)

Marine P.C. T. #2
County & Precinct

Jacob E. Pattison
Signature

Please keep the yellow copy for your records

PLEASE KEEP THIS COPY FOR YOUR RECORDS.

TEXAS ASSOCIATION of COUNTIES

Certification for Continuing Education

2023 County Administrative Training: County Budgeting

Feb. 21 | March 7 | March 28 | April 25 | May 25 | May 31 | June 26 | July 17

Sponsor:

Texas Association of Counties

Educational Co-Sponsor:

V.G. Young Institute of County Government, Texas A&M
AgriLife Extension Service

SESSION TITLE	HOURS OFFERED	HOURS CLAIMED
Calendars: Budgeting, Property Tax and Grievance	1 hour	/
Calculating Tax Rates and What They Mean	1 hour	/
Advertisements and Public Notices	1 hour	/
Procedures to Adopt Budget and Tax Rate	1 hour	/
TOTAL POSSIBLE CONTINUING EDUCATION HOURS	4	
TOTAL HOURS CLAIMED		4

Please check and fill out the office and continuing education hours that apply to you:

- ☒ County Commissioner (max of 4 hours): _____
 ☐ County Treasurer & Staff (max of 4 hours): _____
- ☐ CPA/Auditors (max of 4 hours): _____
 ☐ Tax Assessor-Collectors (max of 4 hours): _____
- ☐ Justices of the Peace (max of 4 hours): _____

Please check the date and location of the workshop you attended:

- ☐ Feb. 21, Bryan
 ☐ May 25, Corpus Christi
- ☐ March 7, Lubbock
 ☐ May 31, Nacogdoches
- ☐ March 28, San Angelo
 ☐ June 26, San Antonio
- ☐ April 25, Lubbock
 ☒ July 17, Galveston

I, Ralph Meisenheimer, do hereby certify that I attended the above listed programs and was present at the courses of instruction. I represent and declare all of the above statements are true and correct.

Name (print): Ralph MeisenheimerCounty: MarionTitle: CommissionerDate: 7-17-23Signature: Ralph Meisenheimer

Commissioners Court Member Certification for Credit

251

2023 North and East Texas County Judges and Commissioners Association Annual Conference
Hilton Galveston Island Resort and Convention Center | July 17-20, 2023 | Galveston, Texas

Please indicate each class attended by noting credit hour(s) in the "claimed" box. Add all classroom hours attended and indicate the total hours below and return signed form.

Session Title	Date	Time	Hours	Claimed
<i>General Sessions</i>				
Keynote Session: A Different Kind of Career	Tuesday, July 18, 2023	8:50-9:40 a.m.	1 hour	/
3.013 Working with the Legislature	Tuesday, July 18, 2023	10:40-11:30 a.m.	1 hour	/
<i>Commissioners Education Sessions</i>				
3.019 Subdivision Regulations	Tuesday, July 18, 2023	1-1:50 p.m.	1 hour	/
TEEX Agency Overview County Assistance Programs	Tuesday, July 18, 2023	1:50-2:40 p.m.	1 hour	/
Road Use Agreements	Tuesday, July 18, 2023	3:35-4:25 p.m.	1 hour	
3.016 County Roads	Tuesday, July 18, 2023	4:25-5:15 p.m.	1 hour	
<i>General Sessions</i>				
4.025 Tax Abatement and Economic Development	Wednesday, July 19, 2023	8:30-9:20 a.m.	1 hour	/
3.004 Regulations and Legal Issues: Solid Waste	Wednesday, July 19, 2023	10:20-11:10 a.m.	1 hour	/
<i>Commissioner Court Advanced Curriculum</i>				
2.007 County Sheriff	Wednesday, July 19, 2023	1-1:50 p.m.	1 hour	
2.017 County Court at Law Judge	Wednesday, July 19, 2023	2-2:50 p.m.	1 hour	
<i>General Sessions</i>				
3.008 Physical and Mental Health Issues	Thursday, July 20, 2023	9:30-10:20 a.m.	1 hour	/
3.012 Interlocal Agreements	Thursday, July 20, 2023	10:20-11:10 a.m.	1 hour	/
4.017 Communications: Broadband	Thursday, July 20, 2023	11:25 a.m.-12:15 p.m.	1 hour	/
TOTAL HOURS			13 hours	9
TOTAL HOURS CLAIMED				

I, Ralph Meisenheimer, do hereby certify that I attended the above listed conference and was present at the courses of instruction for which I am claiming continuing education credit. I make this certification for the purpose of receiving credit for * 9 hours of continuing education credit for the 2023 calendar year. (*maximum of 13 hours can be claimed)

I represent and declare all of the above statements are true and correct.

7-20-23
Date

Ralph Meisenheimer
Printed Name (will appear on certificate)

Marion Co. P.D. 3
County & Precinct

Ralph Meisenheimer
Signature

Please keep the yellow copy for your records

TEXAS ASSOCIATION of COUNTIES

Certification for Continuing Education

2023 County Administrative Training: County Budgeting

Feb. 21 | March 7 | March 28 | April 25 | May 25 | May 31 | June 26 | July 17

Sponsor:

Texas Association of Counties

Educational Co-Sponsor:

V.G. Young Institute of County Government, Texas A&M
AgriLife Extension Service

SESSION TITLE	HOURS OFFERED	HOURS CLAIMED
Calendars: Budgeting, Property Tax and Grievance	1 hour	1
Calculating Tax Rates and What They Mean	1 hour	1
Advertisements and Public Notices	1 hour	1
Procedures to Adopt Budget and Tax Rate	1 hour	1
TOTAL POSSIBLE CONTINUING EDUCATION HOURS	4	4
TOTAL HOURS CLAIMED		4

Please check and fill out the office and continuing education hours that apply to you:

- ☒ County Commissioner (max of 4 hours): 4 ☐ County Treasurer & Staff (max of 4 hours): _____
☐ CPA/Auditors (max of 4 hours): _____ ☐ Tax Assessor-Collectors (max of 4 hours): _____
☐ Justices of the Peace (max of 4 hours): _____

Please check the date and location of the workshop you attended:

- ☐ Feb. 21, Bryan ☐ May 25, Corpus Christi
☐ March 7, Lubbock ☐ May 31, Nacogdoches
☐ March 28, San Angelo ☐ June 26, San Antonio
☐ April 25, Lubbock ☒ July 17, Galveston

I, Aund R Lee, do hereby certify that I attended the above listed programs and was present at the courses of instruction. I represent and declare all of the above statements are true and correct.

Name (print): Gered R. Lee

County: Marion

Title: Commissioner Pct 4

Date: 7-17-23

Signature: Aund R Lee

Commissioners Court Member Certification for Credit

253

2023 North and East Texas County Judges and Commissioners Association Annual Conference
Hilton Galveston Island Resort and Convention Center | July 17-20, 2023 | Galveston, Texas

Please indicate each class attended by noting credit hour(s) in the "claimed" box. Add all classroom hours attended and indicate the total hours below and return signed form.

Session Title	Date	Time	Hours	Claimed
<i>General Sessions</i>				
Keynote Session: A Different Kind of Career	Tuesday, July 18, 2023	8:50-9:40 a.m.	1 hour	1 ✓
3.013 Working with the Legislature	Tuesday, July 18, 2023	10:40-11:30 a.m.	1 hour	1
<i>Commissioners Education Sessions</i>				
3.019 Subdivision Regulations	Tuesday, July 18, 2023	1-1:50 p.m.	1 hour	
TEEX Agency Overview County Assistance Programs	Tuesday, July 18, 2023	1:50-2:40 p.m.	1 hour	
Road Use Agreements	Tuesday, July 18, 2023	3:35-4:25 p.m.	1 hour	1 ✓
3.016 County Roads	Tuesday, July 18, 2023	4:25-5:15 p.m.	1 hour	1
<i>General Sessions</i>				
4.025 Tax Abatement and Economic Development	Wednesday, July 19, 2023	8:30-9:20 a.m.	1 hour	1
3.004 Regulations and Legal Issues: Solid Waste	Wednesday, July 19, 2023	10:20-11:10 a.m.	1 hour	1
<i>Commissioner Court Advanced Curriculum</i>				
2.007 County Sheriff	Wednesday, July 19, 2023	1-1:50 p.m.	1 hour	
2.017 County Court at Law Judge	Wednesday, July 19, 2023	2-2:50 p.m.	1 hour	
<i>General Sessions</i>				
3.008 Physical and Mental Health Issues	Thursday, July 20, 2023	9:30-10:20 a.m.	1 hour	1
3.012 Interlocal Agreements	Thursday, July 20, 2023	10:20-11:10 a.m.	1 hour	1
4.017 Communications: Broadband	Thursday, July 20, 2023	11:25 a.m.-12:15 p.m.	1 hour	1
TOTAL HOURS			13 hours	
TOTAL HOURS CLAIMED				9

I, Gered Lee, do hereby certify that I attended the above listed conference and was present at the courses of instruction for which I am claiming continuing education credit. I make this certification for the purpose of receiving credit for *_____ hours of continuing education credit for the 2023 calendar year. (*maximum of 13 hours can be claimed)

I represent and declare all of the above statements are true and correct.

7-20-23
Date

Marion Pct. 4
County & Precinct

Gered R. Lee
Printed Name (will appear on certificate)
Gered R. Lee
Signature

Please keep the yellow copy for your records

THE STATE OF TEXAS §

COUNTY OF MARION §

**ORDER (RESOLUTION) AUTHORIZING APPROVAL OF PROPOSED TEXAS
STATEWIDE OPIOID SETTLEMENT AGREEMENTS**

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Marion County, Texas, held on the 31 day of July, 2023, on motion made by ASHLEY Commissioner of Precinct 1 and seconded by MEISENHEIMER Commissioner of Precinct 3, the following Order (Resolution) was adopted:

WHEREAS, Marion County obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs in the past to the County and will undoubtedly result in significant financial costs in the future; and

WHEREAS, the County brought or has investigated claims against (1) Walgreens Co., ("Walgreens Defendants"), CVS Health Corporation and CVS Pharmacy, Inc ("CVS Defendants"), and Walmart, Inc. ("Walmart Defendants), and certain other defendants related to potentially released claims; and (2) other defendants in the opioid supply chain on behalf of the County in *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, currently pending in the 152nd District Court of Harris County, Texas and/or removed pending remand; and

WHEREAS, on May 16, 2023, the Walgreens Defendants, June 6, 2023 the CVS Defendants, and June 22, 2023 the Walmart Defendants in the opioid litigation brought by the County, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Walgreens Texas Settlement Agreement and Release, CVS Texas Settlement Agreement and Release, and Walmart Texas Settlement Agreement and Release (hereinafter collectively the "Texas Agreement"); and

WHEREAS, Special Counsel and the State of Texas have recommended that the Marion County Commissioners Court support the adoption and approval of the Texas Agreement in its entirety; and

WHEREAS, even though the payments from the settlements reflect partial compensation to Marion County for the past damages it has suffered or the future damages it is likely to incur, given the risks of litigation, the fact that it is to the benefit of Texas and the County and its residents, and that it reduces the risks associated with protracted litigation;

NOW, THEREFORE, BE IT RESOLVED that we, the Commissioners Court of Marion County:

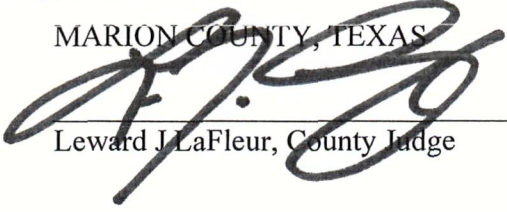
1. Support the adoption and approval the Texas Agreement;
2. Authorizes the County to execute the Texas Release for the Texas Subdivision Participation Form and Release; and
3. Finds as follows:
 - a. There is a substantial need for repayment of past opioid-related expenditures and payment to help abate current and future opioid-related harms in and about Marion County, Texas; and
 - b. The County Commissioners Court supports in its entirety the Texas Agreement. The County Commissioners Court understands that the purpose of each Settlement is to effectuate resolution of the Opioid Litigation against the Walgreens Defendants, CVS Defendants and Walmart Defendants. We also understand that an additional purpose is to ensure the effective means of distributing any potential settlement funds obtained under settlements in Texas and under the jurisdiction of Texas Courts in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

The County is hereby authorized to approve and accept the Texas Agreement as set forth herein.

The County Judge or designated official is hereby authorized to execute and deliver the settlement documents recommended for approval by Special Counsel in the above referenced case and to approve such terms and provisions for the full and final settlement of all matters set forth therein.

DONE IN OPEN COURT on this 31 day of July, 2023.

MARION COUNTY, TEXAS


Leward J. LaFleur, County Judge

ATTEST:

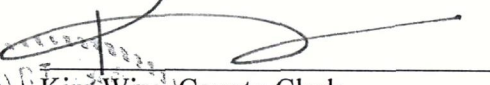

Kim Wise, County Clerk



Exhibit D**TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM**

Political Subdivision: Marion County	Texas
Authorized Official: Leward J LaFleur, County Judge	
Address 1: 102 W Austin, Room 102	
Address 2:	
City, State, Zip: Jefferson, TX 75657	
Phone: 903-665-3261	
Email: leward.lafleur@co.marion.tx.us	

The governmental entity identified above ("Texas Political Subdivision"), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Walmart Texas Settlement Agreement and Full Release of All Claims dated June 15, 2023 ("Walmart Texas Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Walmart Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Walmart Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Walmart's counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Walmart Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Walmart Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Walmart Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Walmart Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Walmart Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Walmart Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Walmart Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Walmart Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Walmart Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Walmart Texas Settlement.
10. In connection with the releases provided for in the Walmart Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Walmart Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Walmart in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Walmart Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walmart Texas Settlement, the Walmart Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: 
 Name: Leward J LaFleur
 Title: Marion County Judge
 Date: 7-31-23

Exhibit D**TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM**

Political Subdivision:	Marion County	Texas
Authorized Official:	Leward J LaFleur, County Judge	
Address 1:	102 W Austin, Room 102	
Address 2:		
City, State, Zip:	Jefferson, TX 75657	
Phone:	903-665-3261	
Email:	leward.lafleur@co.marion.tx.us	

The governmental entity identified above ("Texas Political Subdivision"), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the CVS Texas Settlement Agreement and Full Release of All Claims dated June 6, 2023 ("CVS Texas Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the CVS Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the CVS Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with CVS's counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the CVS Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the CVS Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the CVS Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the CVS Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the CVS Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the CVS Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the CVS Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the CVS Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The CVS Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the CVS Texas Settlement.
10. In connection with the releases provided for in the CVS Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

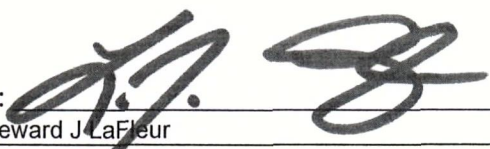
General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it

knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the CVS Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by CVS in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the CVS Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Texas Settlement, the CVS Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: 

Name: Leward J. LaFleur

Title: Marion County Judge

Date: 7-31-23

Exhibit D**TEXAS SETTLEMENT SUBDIVISION PARTICIPATION FORM AND RELEASE**

Political Subdivision: Marion County	Texas
Authorized Official: Leward J LaFleur, County Judge	
Address 1: 102 W Austin, Room 102	
Address 2:	
City, State, Zip: Jefferson, TX 75657	
Phone: 903-665-3261	
Email: leward.lafleur@co.marion.tx.us	

The governmental entity identified above ("Texas Political Subdivision"), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Walgreens Texas Settlement Agreement and Full Release of All Claims dated May 25, 2023 ("Walgreens Texas Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Texas Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Walgreens Texas Settlement Agreement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Political Subdivision, Hospital District or Independent School District elects to participate in the Walgreens Texas Settlement and become a Participating Political Subdivision, Hospital District or Independent School District as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within 14 days of executing this Participation Form, its counsel shall work with Walgreens's counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Walgreens Texas Settlement Agreement pertaining to Political Subdivisions as provided therein.
4. By agreeing to the terms of the Walgreens Texas Settlement Agreement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Walgreens Texas Settlement Agreement. For the avoidance of doubt, nothing contained in this Participation Form, or the Walgreens Texas Settlement Agreement constitutes consent to jurisdiction, express or implied, over the governmental entity or its selected counsel to the jurisdiction of any other court or forum (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any

purpose whatsoever.

6. The Texas Political Subdivision has the right to enforce the Walgreens Settlement in the Texas Consolidated Litigation Court as provided therein.
7. The Texas Political Subdivision, as a Participating governmental entity, hereby becomes a Releasor for all purposes in the Walgreens Texas Settlement Agreement, including but not limited to all provisions of Section VIII (Settlement of Claims, General Release, and Covenant Not to Sue), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Local Government hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Walgreens Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasee the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Local Government to release claims. The Walgreens Texas Settlement shall be a complete bar to any Released Claim.
8. In connection with the releases provided for in the Walgreens Texas Settlement, each Local Government expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

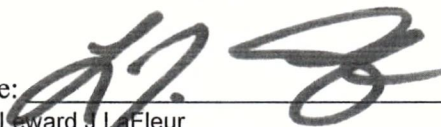
A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Local Government hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Texas Settlement.

9. The Texas Political Subdivision acknowledges, agrees, and understands that the Settlement Amount in Section IV of the Walgreens Texas Settlement Agreement for the benefit of the Participating Texas Political Subdivision, is less than or equal

to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Walgreens in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.

10. Nothing herein is intended to modify in any way the terms of the Walgreens Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Election and Release is interpreted differently from the Walgreens Texas Settlement Agreement, the Walgreens Texas Settlement Agreement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Texas Political Subdivision.

Signature: 

Name: Edward J. LaFleur

Title: Marion County Judge

Date: 7-31-23



An Essential Utilities Company

July 13, 2023

Honorable Leward LaFleur
Marion County Judge
102 West Austin Street, Suite 205
Jefferson, TX 75657

Dear Judge LaFleur:

I want to thank you for all the collaboration in my short time here at Aqua Texas and your candid feedback on how we can best serve the residents of Marion County. Aqua strives to be a good community partner and that begins with just listening and being collaborative with the people we serve.

I was sorry to hear about the recent storms that devastated much of northeast Texas. Our team members on-site in Marion County provided firsthand accounts of the damage and resulting efforts to clean up and restore basic services in the area. I know you have been very busy coordinating efforts on a county-wide basis, and Aqua would like to help. Please accept the enclosed \$2,500 donation to support storm clean-up and emergency response efforts in Marion County.

I look forward to continuing our partnership with you and your staff, which will improve service to our customers, and in turn make for stronger communities of the future. If there is anything I can do to assist you, please feel free to contact me directly. Again, thank you and best wishes to you and all the residents of Marion County.

Very truly yours,

A handwritten signature in cursive script that reads "C Blanchette".

Craig Blanchette
President

July 14, 2023

Exhibit "D"

County Judge
and Commissioners Court
Marion County, Texas
Re: Certification of additional revenue

Judge and Commissioners,

Pursuant to Local Government Code
111.0108- Special Budget for Revenue Received After Start of Fiscal Year

"The county auditor....shall certify to the commissioners court the receipt of Revenue from a new source not anticipated before the adoption of the budget that is available for disbursement in a fiscal year, but not include in the budget for that fiscal year.

On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

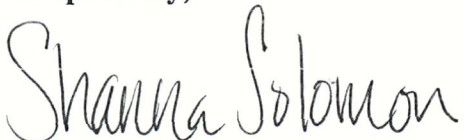
I, Shanna Solomon, County Auditor of Marion County CERTIFY to the Marion County Commissioners Court of the receipt of ADDITIONAL REVENUES from a new source not anticipated before the adoption of the budget- which were not included in the Marion County Revenue Estimates in the adopted budget for 2022. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

The amount and source of the certified additional funds are as follows-

Amount: \$2,500.00 Source: 10.360.3899

(Donation Aqua Texas – storm clean-up)

Respectfully,



Shanna Solomon
Marion County Auditor

SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR

**COUNTY AUDITOR SHALL CERTIFY TO THE COMMISSIONERS COURT THE RECEIPT
OF REVENUE FROM A NEW SOURCE NOT ANTICIPATED BEFORE THE ADOPTION OF
THE BUDGET AND NOT INCLUDED IN THE BUDGET FOR THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.0108**

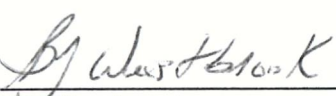
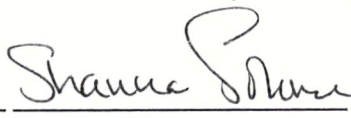
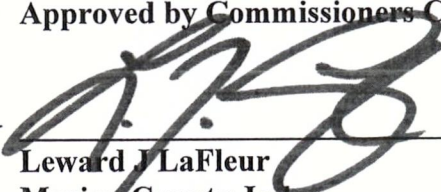
REQUESTED RENENUE & EXPENDITURE INCREASE

Fund- Department – Account	Description	Budget	Requested Increase	New Balance
10.360.3899	Sundry Receipts	\$36,451.26	\$2,500.00	\$ 38,951.26
10.525.4301	Maintenance supplies & repairs	\$ 58,000.00	\$ 2,500.00	\$ 60,500.00

STATEMENT OF NEED:

Aqua Texas Donation of \$2,500 for storm clean-up – special budget for maintenance for portable air units, etc for jail

Fund Received: Treasurer Certified: County Auditor Approved by Commissioners Court:

		
BJ Westbrook	Shanna Solomon	Leward J LaFleur
Marion County Treasurer	Marion County Auditor	Marion County Judge

Date: 7-31-2023

Date: July 31 2023

Date: 7.31-23

July 31, 2023

Exhibit "E"

County Judge
and Commissioners Court
Marion County, Texas
Re: Certification of additional revenue

Judge and Commissioners,

Pursuant to Local Government Code
111.0108- Special Budget for Revenue Received After Start of Fiscal Year

"The county auditor....shall certify to the commissioners court the receipt of Revenue from a new source not anticipated before the adoption of the budget that is available for disbursement in a fiscal year, but not include in the budget for that fiscal year.

On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

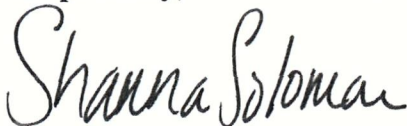
I, Shanna Solomon, County Auditor of Marion County CERTIFY to the Marion County Commissioners Court of the receipt of ADDITIONAL REVENUES from a new source not anticipated before the adoption of the budget- which were not included in the Marion County Revenue Estimates in the adopted budget for 2023. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

The amount and source of the certified additional funds are as follows-

Amount:	\$1,500.00	Received 5/17/2023
Source:	10.360.3899	\$ 1,500.00

Proceeds from sale of timber on new precinct 3 land for solid waste and barn

Respectfully,



Shanna Solomon
Marion County Auditor

SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR

**COUNTY AUDITOR SHALL CERTIFY TO THE COMMISSIONERS COURT THE RECEIPT
OF REVENUE FROM A NEW SOURCE NOT ANTICIPATED BEFORE THE ADOPTION OF
THE BUDGET AND NOT INCLUDED IN THE BUDGET FOR THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.0108**

REQUESTED REVENUE & EXPENDITURE INCREASE

Fund- Department – Account	Description	Budget	Requested Increase	New Balance
10.360.3899 Sundry Receipts		\$ 36,451.26	\$ 1,500.00	\$ 37,951.26
10.541.4348 Solid Waste		\$ 14,000.00	\$ 1,500.00	\$ 15,500.00

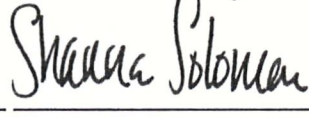
STATEMENT OF NEED:

Funds from sale of timber for precinct 3 new land for solid waste and road & bridge.

Fund Received: Treasurer Certified: County Auditor Approved by Commissioners Court:



BJ Westbrook
Marion County Treasurer



Shanna Solomon
Marion County Auditor



Leward J LaFleur
Marion County Judge

Date: 7-31-2023

Date: July 31 2023

Date: 7-31-23



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2023 - 2024 Renewal Notice and Benefit Confirmation

Group: 52266 - Marion County

Anniversary Date: 12/01/2023

Return to TAC by: 9/6/2023

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 karenb@county.org.

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

MEDICAL

Medical: Plan 4000-NGS \$40 Copay, \$4000 Ded, 80%, \$8700 OOP Max, \$60 Sp Copay

RX Plan: Option 4B-NG \$10/25/40, \$100 Ded

Your % rate increase is: 4.50%

Your payroll deductions for medical benefits are:

Pre Tax

Tier	Current Rates	New Rates Effective 12/1/2023	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$791.28	\$826.88	\$ 826.88	\$ -0-	\$ 826.88
Employee + Child	\$1,004.96	\$1,050.18	\$ 826.88	\$ 223.30	\$ 1050.18
Employee + Child(ren)	\$1,243.40	\$1,299.34	\$ 826.88	\$ 472.46	\$ 1299.34
Employee + Spouse	\$1,648.00	\$1,722.16	\$ 826.88	\$ 895.28	\$ 1722.16
Employee + Family	\$2,068.16	\$2,161.22	\$ 826.88	\$ 1334.34	\$ 2161.22

Initial to accept Medical Plan and New Rates.

DENTAL

Dental: Plan II w/Ortho - 100% Prevent., \$50 Ded, 80% Basic, 50% Major

Your % rate increase is: -3.00%

Your payroll deductions for dental benefits are: **Pre Tax**

Tier	Current Rates	New Rates Effective 12/1/2023	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$25.66	\$24.88	\$ 24.88	\$ -0-	\$ 24.88
Employee + Family	\$73.68	\$71.46	\$ 24.88	\$ 46.58	\$ 71.46

Initial to accept Dental Plan and New Rates.

VISION

Vision: Vision Value Plan

Your % rate increase is: -26.00%

Your payroll deductions for vision benefits are: **Pre Tax**

Tier	Current Rates	New Rates Effective 12/1/2023	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$6.20	\$4.58	\$ -0-	\$ 4.58	\$ 4.58
Employee + Child(ren)	\$12.44	\$9.18	\$ -0-	\$ 9.18	\$ 9.18
Employee + Spouse	\$11.80	\$8.72	\$ -0-	\$ 8.72	\$ 8.72
Employee + Family	\$18.28	\$13.52	\$ -0-	\$ 13.52	\$ 13.52

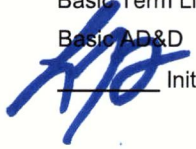

 Initial to accept Vision Plan and New Rates.

LIFE - BASIC**Basic Life Products:**

(Rates are per thousand)

Coverage Volume per Employee: \$10,000

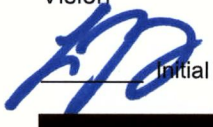
	Current Rates	New Rates Effective 12/1/2023	Amount Employer Pays	Amount Employee/ Retiree Pays (if applicable)
Basic Term Life	\$0.276	\$0.276	100%	0%
Basic AD&D	\$0.030	\$0.030	100%	0%


 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
Dental	☒ Pre 65	☒ Post 65
Vision	☒ Pre 65	☒ Post 65


 Initial to confirm.
WAITING PERIOD

Waiting period applies to all benefits.

Employees

60 days - Day following waiting period

Elected Officials

60 days - Day following waiting period


 Initial 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*

☐ County/Group processes TAC HEBP Continuation of Coverage on OASys (< 20 employees)

**County/Group is responsible for fulfilling notification process and requirements*



Initial to confirm COBRA Administration.

PLAN INFORMATION

Broker or Consultant Information

Please confirm your broker or consultant's name, if applicable:

Agency Name	_____ N/A _____
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.
- Retirees pay the same premium as active employees regardless of age for medical and dental.
- 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.

- Form must be received by **9/6/2023** in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.

TAC HEBP Member Contact Designation Marion 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 Honorable Leward LaFleur/Judge
Address 102 West Austin Street Room 101
Jefferson, TX 75657
Phone 903-665-3261
Fax 903-665-8732
Email Leward.lafleur@co.marion.tx.us

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name/Title Ms. Shanna L. Solomon/Auditor
Address 102 West Austin Street, Room 101
Jefferson, TX 75657
Phone 903-665-7240
Fax 903-665-8732
Email shanna.solomon@co.marion.tx.us
HIPAA Secured Fax

COUNTY REPRESENTATIVE

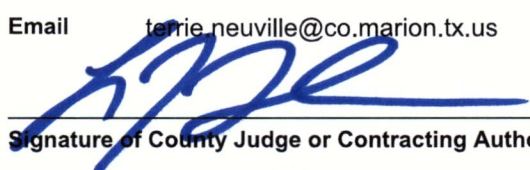
HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name/Title Honorable Terrie Neuville/Treasurer
Address 102 West Austin Street, Room 101
Jefferson, TX 75657
Phone 903-665-2472
Fax 903-665-8732
Email terrie.neuville@co.marion.tx.us

Honorable BJ Westbrook/Treasurer

bj.westbrook@co.marion.tx.us


Signature of County Judge or Contracting Authority

Date: 7-31-2023

Leward LaFleur County Judge

Please PRINT Name and Title

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 WELLNESS CONTACT DESIGNATION

Marion County

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.

Current Wellness Coordinator

Name: Ms. Candace Jorski

Title: Assistant Treasurer

Address: 102 W Austin St Rm 101
Jefferson, TX 75657

Email: candace.jorski@co.marion.tx.us

Phone Number: (903) 665-2472

Fax Number:

Please list changes and/or corrections:

BJ Westbrook

Treasurer

bj.westbrook@co.marion.tx.us

WELLNESS SPONSOR

The Wellness Sponsor is responsible for supporting the coordinator in administrating Healthy County components and encouraging county employees to access all Healthy County wellness resources available. An elected official in this role is preferred to illustrate management support for wellness.

Current Wellness Sponsor

Name:

Title:

Address:

Email:

Phone Number:

Fax Number:

Please list changes and/or corrections:

BJ Westbrook

Treasurer

bj.westbrook@co.marion.tx.us

Contracting Authority Signature: _____

Date: 7-31-2023



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 online or on the mobile app.

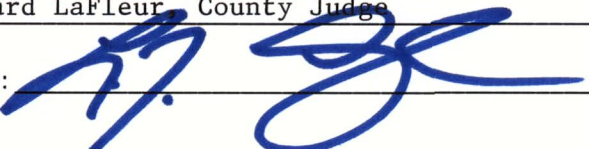
YOUR COUNTY OR DISTRICT'S CSI

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 would like to implement a CSI Program for the 2023-2024 plan year.
- ☐ We are interested in learning more about the CSI Program.
- ☒ We are not interested in learning more about the CSI Program at this time.

County or District Name: Marion

Printed Name and Title: Leward LaFleur, County Judge

Contracting Authority Signature: 

Date: 7-31-2023

Exhibit "G"

EAST TEXAS COUNCIL OF GOVERNMENTS**INTERLOCAL CONTRACT FOR
COUNTY 9-1-1 DATABASE MAINTENANCE****Article 1: Parties and Purpose**

1.1. The East Texas Council of Governments (ETCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. ETCOG has developed a *Strategic Plan* to establish and maintain 9-1-1 emergency telephone services in State Planning Region 06, and the Texas Commission on State Emergency Communications (CSEC) has approved its current *Plan*.

1.2. The County of **MARION** is a Texas Local Government that has completed the physical addressing process as defined by County Addressing Standards.

1.3. This contract is entered into between ETCOG and **MARION COUNTY** ("The County") under chapter 791 of the Government Code so that ETCOG can maintain the physical addresses assigned in the county and assign new growth addresses in the County.

Article 2: Goods and Services

2.1 ETCOG agrees to:

- (1) Perform tasks listed in *Attachment A, Scope of Work; and*
- (2) Protect the confidentiality of addressing databases furnished by telecommunications providers.

Article 3: Contract Price and Payment Terms

3.1. After the effective date of this contract ETCOG agrees to conduct all assigned services for the amount listed in *Attachment B, Cost of Services*. The cost of services are to be prepaid and are due immediately and in advance of services to be rendered.

Article 4: Effective Date and Term of Contract

4.1. This agreement shall be in effect **September 1, 2023 to August 31, 2025**, unless sooner terminated under Article 10.

Article 5: Performance Reports

5.1 No performance reports are required under this contract.

Article 6: Compliance with Applicable Law and Policy

6.1. ETCOG agrees to comply with all applicable law and policy in carrying out this contract. Applicable law and policy includes but are not limited to the State Administration of Emergency Communications Act, chapter 771, Texas Health and Safety Code; rules implementing the Act contained in title I, part XII, Texas Administrative Code; the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning, Jan. 1998); Texas Advisory Commission on State Emergency Communications, *9-1-1 PROGRAMS Policies and Procedures*.

Article 7: Independent Contractor, Assignment and Subcontracting

7.1. ETCOG is not an employee or agent of the county but furnishes goods and services under this contract solely as an independent contractor.

7.2. ETCOG may not assign its rights or subcontract its duties under this contract without the prior written consent of the county. An attempted assignment or subcontract in violation of this paragraph is void.

7.3. If **MARION COUNTY** consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and ETCOG agrees to furnish a copy of this contract to each of its subcontractors.

Article 8: Records and Monitoring

8.1. ETCOG agrees to maintain financial, statistical, costs, and receipts under this contract. ETCOG agrees to maintain these records at their offices.

8.2. Subject to the additional requirement of paragraph 8.3, ETCOG agrees to preserve the records for three years after receiving its final payment under this contract.

8.3. If an audit of or information in the records is disputed or the subject of litigation, ETCOG agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

8.4. **MARION COUNTY** is entitled to inspect and copy, during normal business hours at ETCOG's office, the records maintained under this contract for as long as they are preserved. The county is also entitled to visit ETCOG's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

8.5. **MARION COUNTY** agrees to notify ETCOG at least 24 hours in advance of any intended visit for the purposes described in paragraph 8.4. Upon receipt of the counties notice, ETCOG agrees to notify the appropriate department(s) specified in the notice.

8.6. The CSEC and the Texas State Auditor have the same inspection, copying, and visitation rights as the county.

Article 9: Nondiscrimination and Equal Opportunity

9.1. ETCOG shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Suspension and Early Termination of Contract

10.1. If the county or ETCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Article 12.

10.2. Termination for breach under paragraph 10.1 does not waive either party's claim for damages resulting from the breach, and both **MARION COUNTY** and ETCOG among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.3. The ending of this contract under Article 4 or its early termination under this Article 10 does not affect ETCOG's duty:

- (1) To repay **MARION COUNTY** for expenditures made in violation of applicable law or policy in accordance with Article 6; and
- (2) To preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Article 8.

Article 11: County Responsibilities

11.1 The county agrees to notify ETCOG of any changes in their Emergency Service Zones (EMS, Fire, & Law Enforcement), and/or The County boundary. The notification of the changes shall be made in writing with the supporting documentation to ETCOG at least 30 days prior to the change.

Article 12: Dispute Resolution

12.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with Article 12, until they have exhausted the procedures set out in this Article.

12.2. At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

12.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

12.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Article 13: Notices to Parties

13.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 13.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph

13.2. ETCOG's address is:
3800 Stone Road
Kilgore, TX 75662
Attention: Executive Director

MARION COUNTY'S address is:
MARION County
102 W. Austin # 205
Jefferson, Texas 75657
Attention: Judge Leward LaFleur

13.3 A party may change its address by providing notice of the change in accordance with paragraph 13.1.

Article 14: Miscellaneous

14.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

14.2. This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

14.3. The following Attachments are part of this contract:

Attachment A: Scope of Work
Attachment B: Cost of Services

14.4. This contract is binding on and insures to the benefit of the parties' successors in interest.

14.5 This contract is executed in duplicate originals.

14.6 This contract replaces all previous contracts and/or amendments in effect for the purpose of provisioning 9-1-1 database maintenance for the county.

MARION COUNTY, TEXAS

By: _____

Leward LaFleur
Judge

Date: _____

7.31-23

EAST TEXAS COUNCIL OF
GOVERNMENTS

By: _____

David A. Cleveland
Executive Director

Date: _____

Attachment A Scope of Work

Inventory

- Current Materials
- Base Map
- Edit Sheets
- County Databases
- Contact information for US Post Office Address Management System
- Local Points of Contact

Procedures

1. All activities are to be completed and documented, tracking new requests for addresses.
 - Example:
 - Call comes in to ETCOG;
 - Individual information is recorded on a work order sheet;
 - Physical Location is found on map;
 - Address is assigned based upon standard scheme;
 - A new address is given to the owner;
 - Map edits and database updates are completed;
 - Quality Analysis is performed;
 - Address verification letter is mailed and/or emailed to the owner; and
 - USPS Address Management System is notified of new assignment.
2. Will follow the established guidelines for mapping database and software.
 - Use ESRI products as directed for mapping maintenance.
 - Use 9-1-1 Geodatabase design.
 - Use 9-1-1 USPS Circular C for Master Street Address Guide (MSAG) Road Name Creation
3. Will perform all corrections, additions, and deletions to 9-1-1 Database as needed:
 - Extend, correct, create, or resolve conflicts within the MSAGs maintained by and for county due to but not limited to the following:
 - Changes in Fire Response Zones;
 - Changes in EMS Response Zones;
 - Changes in Law Enforcement Response Zones; and
 - Changes in Public Safety Answering Point Boundaries.
 - Correct, create, or resolve conflicts within the Telephone Number (TN) database which may be due to the following:
 - Error reports created by Telco submitted data;
 - Changes due to re-addressing;
 - Changes in Fire Response Zones;
 - Changes in EMS Response Zones;
 - Changes in Law Enforcement Response Zones; and
 - Changes due to Public Safety Answering Point Boundaries.

Attachment B Cost of Services

- Cost is based on 2022 Projected Census data from the website <http://quickfacts.census.gov>
- Cost annually is shared by the following counties (Costs do not include cities except for Upshur County who had Union Grove added to their population count for 9-1-1 addressing services)
- Costs are to be paid in advance of receipt of services.

FY 24-25 ETCOG Interlocal Database Maintenance Agreements with Counties					
County Population - not including cities	QuickFacts Data	Cost Calculated at 10% of the Population	30% Discount	Annual Cost	Cost for <u>Two Years</u>
Anderson	36,901	\$3,690.10	\$1,107.03	\$2,583.07	\$5,166.14
Camp	8019	\$801.90	\$240.57	\$561.33	\$1,122.66
Gregg	15,410	\$1,541.00	\$462.30	\$1,078.70	\$2,157.40
Marion	7685	\$768.50	\$230.55	\$537.95	\$1,075.90
Rains	9680	\$968.00	\$290.40	\$677.60	\$1,355.20
Upshur	35,404	\$3,540.40	\$1,062.12	\$2,478.28	\$4,956.56
Van Zandt	47,116	\$4,711.60	\$1,413.48	\$3,298.12	\$6,596.24
Wood	34,506	\$3,450.60	\$1,035.18	\$2,415.42	\$4,830.84
					\$27,260.94



Participation Agreement

MARION COUNTY SHERIFF'S OFFICE
102 W. AUSTIN STREET
JEFFERSON, TX 75657
("Participant")

AllPaid, Inc.
7820 Innovation Boulevard
Suite 250
Indianapolis, Indiana 46278
("AllPaid")

1. Services; Agency Appointment and Effect. The above-named entity ("Participant") and AllPaid agree that AllPaid is to act as Participant's agent for the limited purpose of receiving payments from Payers on Participant's behalf and Participant expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Participant, extinguishing the Payer's payment obligation to Participant (in the amount paid by the Payer) as if the Payer had paid Participant directly, subject to any right Participant has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Participant for Payer funds if AllPaid fails to remit funds to Participant from Payers using AllPaid's services and AllPaid accepts such appointment subject to any conditions and limitations in this Participation Agreement and any attachments hereto ("Agreement"). AllPaid shall provide Participant with training, documentation, and electronic and telephonic support at AllPaid's expense. AllPaid shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization. AllPaid shall provide Participant with participation procedures that Participant must follow in using AllPaid's payment services.

2. Term and Termination. This Agreement shall become effective upon the date of the latter signature to this Agreement ("Effective Date") and shall continue for three years, automatically renewing for additional one-year periods commencing on the third anniversary of the Effective Date. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days' written notice to AllPaid; (ii) by AllPaid upon 30 days' written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

3. Fees. AllPaid shall collect the Service Fees shown in Attachment "A" based on type of payment processed from the Payer or from Participant, as Participant specifies to AllPaid, on behalf of Participant, retaining such Service Fees as its sole compensation. Participant may select any or all of the payment types available as follows:

- For cash bail/bond payments, "**Service Fee Schedule for Bail Payments**" applies.
- For criminal justice-related payments, such as fees for probation management, electronic monitoring, work release, restitution, or other payments associated with reducing or avoiding a term of incarceration, "**Service Fee Schedule for Criminal Justice-Related Payments**" applies.
- For payment of civil fines or fees, "**Service Fee Schedule for Civil Fines and Payments**" applies.

AllPaid will apply its then-current Service Fee to the payment types Participant has selected for processing under this Agreement. AllPaid may modify any or all Service Fees at its sole option, providing Participant with 30 days' advance written notice. **ALL SERVICE FEES ARE NON-REFUNDABLE.** AllPaid reserves the right to charge Participant for services or equipment beyond the scope of this Agreement, such as custom software development, non-AllPaid standard peripheral devices, and other services and support as the parties may agree.

4. Disputes and Chargebacks. AllPaid shall be responsible for handling all transaction disputes associated with Payers' use of cards to make payments to Participant through AllPaid. Further, AllPaid shall be responsible for all chargebacks initiated not more than 180 days after the transaction. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Participant to provide reasonable assistance in any challenge AllPaid makes to



Participation Agreement

the chargeback. AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

5. Warranties. Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. AllPaid further warrants that during the performance of this Agreement, AllPaid (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with then-current PCI DSS requirements, will maintain proper security and responsibility for Payer data while it is in AllPaid's possession, all at AllPaid's sole cost. Participant further warrants that Participant's decisions and instructions to AllPaid with respect to Payer responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

6. Indemnification and Disclaimers. AllPaid shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from AllPaid's performance under this Agreement. **ALLPAID ACCEPTS NO RESPONSIBILITY FOR SECURITY OF PAYER DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY ALLPAID. ALLPAID LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. ALLPAID IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH ALLPAID DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, ALLPAID DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.**

7. Independent Contractor. AllPaid shall provide all services to Participant as an independent contractor. Other than the limited agency of AllPaid to accept payments for Participant, nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

8. Taxes. AllPaid shall be responsible for the payment of all taxes legally imposed upon its services.

9. Notices. All legal notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to AllPaid, note "Attention: Account Services"). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

10. SERVICE CHANGES: Participant is responsible for advising AllPaid as to the types of payments AllPaid is authorized to accept on Participant's behalf (per the fees and conditions in Attachment "A") and the type of service and equipment modes that will apply to each payment type. Participant may at any time (i) authorize AllPaid to accept additional types of payments, (ii) cancel the processing through AllPaid of any types of payments, (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, *Gov\$wipe®*, etc.), (iv) modify the account(s) to which AllPaid shall direct payments to Participant, or (v) add other agencies,



Participation Agreement

departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Participant's use of any AllPaid services and equipment by specifying all such changes to AllPaid in writing. Any such changes will be subject to AllPaid acknowledgment and acceptance in writing and any verification process AllPaid may require. For purposes of this subsection only, "in writing" shall mean via letter, facsimile, or email (if to AllPaid, to accounts@allpaid.com). AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

11. Gov\$wipe. AllPaid will provide Participants that select *Gov\$wipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Participant understands that AllPaid card readers are embedded with proprietary technology ("Firmware"). AllPaid grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant's use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware. Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at AllPaid's option, Participant will allow AllPaid and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *Gov\$wipe* are designed to communicate Payer data to AllPaid through Participant's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for transaction processing via *Gov\$wipe* and is enabled solely by Participant's computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. AllPaid shall not be held liable to Participant for exposure of Participant's computers or networks to malicious software or hardware of any kind. AllPaid is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant's request and as AllPaid deems appropriate. Upon termination of the Agreement, AllPaid may require Participant to return card readers at AllPaid's expense and by such method as AllPaid specifies.

12. Miscellaneous. There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be governed by the internal laws of the state in which Participant is located. Litigation regarding this Agreement shall be filed in state or federal courts of appropriate jurisdiction in or near the county in which Participant is located. Any waiver must be in writing and signed by the party to be charged and a waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

13. Completeness. This Agreement including its authorized attachment(s) is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified

**Participation Agreement**

except in a writing incorporated hereto and signed by the parties, provided, however, that AllPaid may revise the terms of this Agreement if required to comply with law, regulation, or card industry rules and AllPaid provides prompt notice to Participant of such change(s) and may modify fees per Section 3.

14. Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Agreement shall be deemed as valid as originals.

MARION COUNTY SHERIFF'S OFFICE

A handwritten signature in black ink, appearing to read "David Capps", written over a horizontal line.

By: David CappsTitle: Marion County SheriffDate: 7-31-2023**ALLPAID, INC.**

By: _____

Title: _____

Date: _____



Participation Agreement

ATTACHMENT "A" – SERVICE FEES

Service Fees may be the responsibility of Payer, Participant, or shared by Payer and Participant. Unless Participant advises AllPaid otherwise, Participant will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Participant elects to pay all or any portion of the Service Fee, Participant must so advise AllPaid in writing using the method specified in section 9. For any Service Fees Participant elects to pay, AllPaid will debit Participant's account for Participant's share of the Service Fee in accordance with the terms of the debit authorization form AllPaid provides. Participant must allow AllPaid 30 days to make any changes Participant requests to the Service Fee responsibility.

ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for Cash Bail Payments	
5.0%	
<i>Cardholders posting cash bail may attempt transactions of up to \$50,000.</i>	
<i>There is no additional charge for Call Center/Live Agent assistance for cash bail postings.</i>	

Service Fee Schedule for Criminal Justice-Related Payments	
Service Fee for Payments via Web/Gov\$wipe®	Service Fee for Payments via Call Center/Live Agent
3.75% Minimum Fee = \$3.50	5.25% Minimum Fee = \$5.00

Service Fee Schedule for Civil Fines and Payments							
Transaction Range			Service Fee	Transaction Range			Service Fee
\$0.01	>	\$50.00	\$1.75	\$100.01	>	\$150.00	\$5.75
\$50.01	>	\$75.00	\$2.00	\$150.01	>	\$200.00	\$7.25
\$75.01	>	\$100.00	\$3.75	For each additional increment of \$50.00, or portion thereof, add \$2.00			
Add \$4.00 to each fee amount for use of operator assistance to process a payment.							



Customer Application & Banking Worksheet

(Complete the following for each payment type)

Agency Name:		State:	
Agency Address:			
Agency Contact Name:			
Primary Contact Phone Number:			
Primary Contact Email Address:			
Federal Employee Identification Number:			
Bank Name:			
Bank ABA Routing Number:			
* A letter from your bank with electronic payment instructions is required to set-up your account			
Bank Account Number:			
Bank Contact Name:			
Bank Phone Number:			
Bank Account Name:		Account Type:	

*Checking or Savings

Attestation:

☐

Customer warrants and attests that all information customer provided to establish payment processing and associated services through AllPaid is accurate and true to the best of customer's knowledge.

Allpaid uses a bank verification process as part of our compliance process. We will contact you and verify the information above and send a nominal amount to the provided banking information.

LEASE NO. DACW63-1-13-0842

SUPPLEMENTAL AGREEMENT NO. 1

TO

LEASE NO. DACW63-1-13-0842

VOLUNTEER FIRE DEPARTMENT

LAKE O' THE PINES, TEXAS

This Supplemental Agreement No. 1 is made and entered into between the Secretary of the Army, party of the first part, hereinafter referred to as the Government, and Marion County, a political subdivision of the state, duly organized and existing under an by virtue of the laws of the State of Texas, 102 West Austin Street, Jefferson, Texas, 75657, party of the second part, hereinafter referred to as the Lessee;

WITNESSETH:

WHEREAS, on August 19, 2013, the Government granted to Marion County, the above numbered lease for the operation and maintenance of the Mims Volunteer Fire Department, for a period of five (5) years beginning August 1, 2013 and ending July 31, 2018, with four (4), five (5) year options at Lake O' the Pines, Marion County, Texas, as more specifically described in said lease.

WHEREAS, Lessee has requested to exercise their first five year option period, changing the term of the lease to expire on July 31, 2023, and

WHEREAS, the clauses regarding Executive Order 13658 and Executive Order 13706 shall be incorporated into said lease.

NOW THEREFORE, Lease DACW63-1-13-0842 is hereby amended in the following respects only:

1. Delete the language of Condition **1. TERM**, in its entirety and substitute in lieu thereof, "Said Premises are hereby leased for a term of five (5) years, beginning 1 August 2018 and ending 31 July 2023 with three (3) five (5) year options, but revocable at will by the Secretary."

2. Add as Condition **33. DETERMINATION REGARDING EXECUTIVE ORDER 13658**, the following words, "a. It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order.

LEASE NO. DACW63-1-13-0842

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

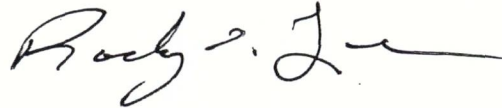
3. Add as Condition **34. DETERMINATION REGARDING EXECUTIVE ORDER 13706**, the following words, "It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order."

EXCEPT for the revisions above, the terms and conditions of the lease shall remain unchanged and in full force and effect.

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LEASE NO. DACW63-1-13-0842

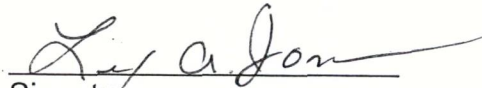
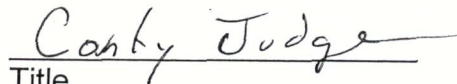
IN WITNESS WHEREOF, I have hereunto set my hand by authority of the
Secretary of the Army, this 23rd day of August, 2018.



Rocky D. Lee
District Chief, Real Estate Division
Real Estate Contracting Officer

The above instrument, together with all the conditions thereof, is hereby
accepted this 30th day of July, 2018.

Marion County, Texas


Signature
Title

CERTIFICATE OF AUTHORITY

I Vickie Smith, certify that I am the County Clerk of Marion County, Texas, named as the grantee herein; and that Lex A. Jones, who signed the foregoing instrument on behalf of Marion County, Texas, was then County Judge of Marion County, Texas. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of Marion County, Texas, in executing said instrument.

Date 08-17-2018

Vickie Smith
Authorized Representative

County Clerk, Marion County
(Title)

AFFIX COMPANY SEAL

NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.