

102 West Austin Street, Suite 205
Jefferson, Texas 75657



(903) 665-3261
Fax (903) 665-8732

Hon. Leward J. LaFleur

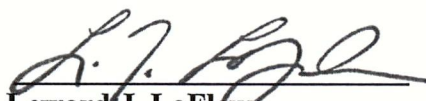
Marion County Judge

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

Commissioner Jacob Pattison
Commissioner Gered R. Lee

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 30th October, 2023 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

1. Consent agenda:
 - a. Consider approval of minutes – October 9, 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. Consider approval of bond for Sandra Wright, Administrative Assistant to the County Judge & Commissioners
 - e. Enter into minutes CEU hours for the following: Jeff Greer, Constable Precinct #2
 - f. County Auditor to make financial report
2. Martin House presentation.
3. Will Thomas to give update on Marion County Health and Resource Coalition.
4. Hear any updates and take any necessary action on Cypress River Airport.
5. Acknowledge Certification of Tax Roll by Tax Assessor/Collector for 2023.
6. Consider for approval TXDOT Grant for Routine Airport Maintenance program (RAMP) M2419JFRS ending September 30, 2024 authorizing County Auditor to sign as sponsor authorized representative.
7. Consider for approval 2023 parcel count rates for collection of taxes for other entities.
8. Consider for approval West Proflex three-year renewal for account #1000391433 for on-line legal research (5 attorney accounts) etc.
9. Consider for approval Interlocal Cooperation Agreement for inmate housing with Harrison County, Marshall, TX.
10. Discuss and take necessary action on Kellyville Park Baseball/ Softball Lease.


Leward J. LaFleur
County Judge
Marion County, Texas

23 OCT 26 PM 2:05
CLERK FOR REC'D
K. W. DEPUTY
MARION CO.

MINUTES OF MARION COUNTY COMMISSIONERS' COURT
OCTOBER 30, 2023

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on October 30, 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 OCTOBER 9, 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. **CONSIDER APPROVAL OF BOND FOR SANDRA WRIGHT, ADMINISTRATIVE ASSISTANT TO THE COUNTY JUDGE & COMMISSIONERS**
- e. **ENTER INTO MINUTES CEU HOURS FOR FOLLOWING: JEFF GREER, CONSTABLE PRECINCT #2**
- f. **COUNTY AUDITOR TO MAKE FINANCIAL REPORT**

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

Exhibit "A"

ITEM NO. 2**MARTIN HOUSE PRESENTATION BY MS. ROXANNE STEVENSON**

Presentation Only
Exhibit "B"
See folder

ITEM NO. 3**WILL THOMAS TO GIVE UPDATE ON MARION COUNTY HEALTH AND
RESOURCE COALITION.**

Presentation Only
Exhibit "C"

ITEM NO. 4**HEAR ANY UPDATES AND TAKE ANY NECESSARY ACTION ON CYPRESS RIVER
AIRPORT.**

Skipped

ITEM NO. 5**ORDER TO ACKNOWLEDGE CERTIFICATION OF TAX ROLL BY OUR TAX
ASSESSOR/COLLECTOR FOR 2023.**

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

Exhibit "D"

ITEM NO. 6**ORDER APPROVING TXDOT GRANT FOR ROUTINE AIRPORT MAINTENANCE
PROGRAM (RAMP) M2419JFRS ENDING SEPTEMBER 30, 2024 AUTHORIZING
OUR COUNTY AUDITOR TO SIGN AS SPONSOR AUTHORIZED
REPRESENTATIVE.**

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

Exhibit "E"

ITEM NO. 7**ORDER TO APPROVE 2023 PARCEL COUNT RATE FOR COLLECTION OF TAXES
FOR OTHER ENTITIES.**

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

ITEM NO. 8**ORDER APPROVING WEST PROFLEX THREE-YEAR RENEWAL FOR ACCOUNT
#1000391433 FOR ON-LINE LEGAL RESEARCH (5 ATTORNEY ACCOUNTS).**

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

ITEM NO. 9**ORDER APPROVING INTERLOCAL COOPERATION AGREEMENT FOR INMATE
HOUSING WITH HARRISON COUNTY, MARSHALL, TEXAS AUTHORIZING THE
COUNTY JUDGE AND THE COUNTY SHERIFF TO SIGN.**

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

ITEM NO. 10**DISCUSS AND TAKE NECESSARY ACTION ON KELLYVILLE PARK BASEBALL/
SOFTBALL LEASE.**

Tabled

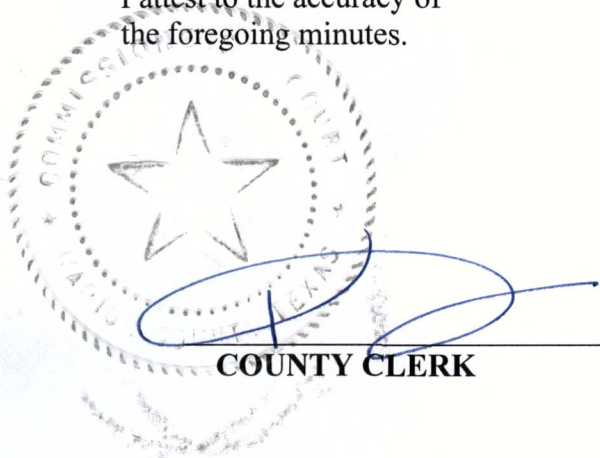
Motion by LaFleur, seconded by Meisenheimer. All members present voted Aye. Motion
carried 4-0.

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried
4-0. Meeting adjourned at 9:34 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

A large, stylized handwritten signature in blue ink is written over a horizontal line. Below the line, the words "COUNTY JUDGE" are printed.

COUNTY JUDGE

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

The Faculty and Staff of the

**BILL BLACKWOOD LAW ENFORCEMENT
MANAGEMENT INSTITUTE OF TEXAS**

do hereby certify that

Stuart J. Greer

under the auspices of the

**SAM HOUSTON STATE UNIVERSITY
CRIMINAL JUSTICE CENTER**

has successfully completed the forty-hour course in



Continuing Education for Constables

October 2nd - 6th , 2023

Exhibit "A"

Pete Lubatkin
Executive Director, Law Enforcement Management Institute of Texas



Olivia Smith
President, Sam Houston State University

I would like to bring to your attention the remarkable success of the first event on the 10th of June 2023 and the upcoming event organized by the Marion County Health and Resource Coalition on November 4th. These events showcased the significance of this coalition and its vital role in addressing the needs of our county, particularly in the areas of vendor support and medical facilities. Allow me to elaborate on the importance of the Marion County Resource Coalition and the positive impact it has had thus far.

First and foremost, after having our first face to face meeting in January of this year and having our first official meeting in February, the coalition's ability to bring together a significant number of vendors at the event exemplifies its effectiveness in fostering economic growth and community development. By providing a platform for local businesses and entrepreneurs to showcase their products and services, the coalition contributes to the stimulation of our local economy. This event not only creates opportunities for vendors to reach a wider customer base but also promotes the diversity and vibrancy of our community's business landscape.

Furthermore, the coalition's efforts to address the pressing need for medical facilities in our county are commendable. Access to quality healthcare is crucial for the well-being of our residents, and the coalition plays a pivotal role in advocating for and facilitating the establishment of such facilities. By collaborating with healthcare providers, community organizations, and relevant stakeholders, the coalition helps ensure that our county's residents have adequate access to medical services. This contributes to improved health outcomes, reduced healthcare disparities, and an overall enhanced quality of life for our community.

In addition to the immediate benefits seen at the recent event, the long-term impact of the Marion County Health and Resource Coalition is equally significant. By fostering collaboration and coordination among various stakeholders, including government agencies, nonprofit organizations, and community members, the coalition strengthens our community's resilience and capacity for problem-solving. Through its ongoing efforts, the coalition facilitates the sharing of resources, expertise, and best practices, resulting in sustainable solutions to the challenges faced by our county.

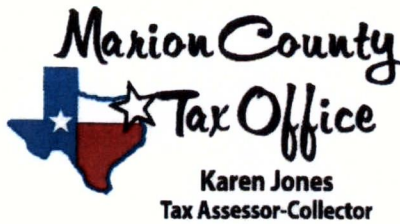
Moreover, the success of the first event serves as evidence that the Marion County Health and Resource Coalition is an invaluable asset in bringing people together for a common cause. So much so that an additional health fair will occur in Smithland on November 4th and we're working to organize another one in the Mims area in the early part of next year. These coordinated events is in response to community requests from the Smithland and the Mims areas and the free medical services that's provided.

I would also highlight that because of our partnerships in the Coalition, one agency, Community Health Core, is interested in bringing a Federally Qualified Health Center (FQHC) that would offer both medical and mental health services, contingent on enough residents completing the Needs Assessment survey and available space. Additionally, UT Tyler is also looking to provide medical services and more potential clients are being created.

By creating a platform that encourages collaboration and engagement, the coalition fosters a sense of community pride and unity. This collective effort not only addresses immediate needs but also builds a foundation for continued progress and improvement in Marion County.

In conclusion, Your Honor, the Marion County Health and Resource Coalition has proven its worth through the successful first event that showcased a significant number of vendors and addressed the need for medical facilities in our county. Its impact goes beyond economic growth and community development; it strengthens our community's fabric and promotes the well-being of our residents. I urge you to recognize and support the continued efforts of the Marion County Health and Resource Coalition, as it plays a crucial role in shaping a better future for our county.

Exhibit "D"



Karen G. Jones, PCC, CTOP, PCAC
 Tax Assessor-Collector
 P.O. Box 907
 119 W Lafayette
 Jefferson, TX 75657
 Phone: (903)665-3281 Fax: (903)665-3132
 email: karen.jones@co.marion.tx.us

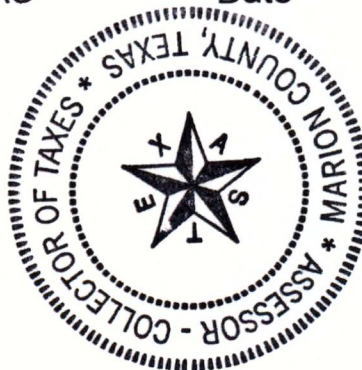
CERTIFICATION OF TAX ROLL

I, Karen G. Jones, PCC, CTOP, PCAC, Tax Assessor-Collector for Marion County, do hereby certify the tax roll assessed totals for 2023 below:

MARION COUNTY..... \$ 4,052,600.11
LATERAL ROAD..... \$ 686,428.82

Karen G. Jones, PCC, CTOP, PCAC
 Marion County Tax Assessor-Collector

10/07/2023
 Date



**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2419JFRS

Part I - Identification of the Project

TO: The County of Marion, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the County of Marion, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the JEFFERSON - CYPRESS RIVER Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or \$100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.
2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed \$3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed \$3,000.00 per year.
3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed \$5,400.00.
4. Eligibility Requirements
 - A. The Equipment must include the following items, at a minimum;
 1. Triangulation
 2. Noise abatement
 3. Aircraft tracking data for 30 days
 4. Direct installation without a third party
 5. Identification of pavement utilization by airplane design group for the entire airport
 6. 1 second and 3 foot accuracy
 7. Equal effectiveness at both towered and non-towered airports
 8. Tracking of military and government aircraft, including FAA blocked aircraft
 - B. In order for costs to be eligible for RAMP reimbursement:
 1. The Sponsor must maintain and operate the Equipment for 3 years.
 2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.
 3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport

Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

- A. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:
 1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;
 2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.
- B. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips,

taxiways, parking aprons, roads, airport lighting and navigational aids; and

- e. through the fence access shall be reviewed and approved by the State; and
- f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance

or order approved by the State.

1. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

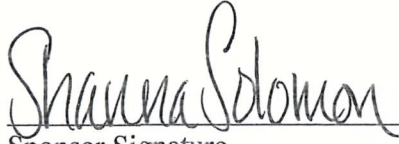
1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances**Sponsor**

The County of Marion, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this 30th day of October, 2023.


Sponsor Signature

The County of Marion, Texas
Sponsor

Marion County Auditor
Sponsor Title

602

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:

DocuSigned by:

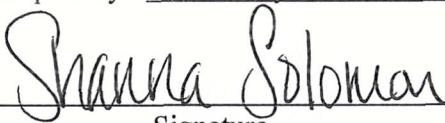

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Date: 11/1/2023

**Attachment A
Scope of Services
TxDOT Project ID: M2419JFRS**

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$111,111.11	\$100,000.00	\$11,111.11
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$111,111.11	\$100,000.00	\$11,111.11

Accepted by: The County of Marion, Texas


Signature

Title: Marion County Auditor

Date: October 30, 2023

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Airport Operations Counting Systems: The purchase and installation of specified air traffic and operations monitoring equipment ("Equipment") is eligible for reimbursement as provided in Part III

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2419JFRS

The County of Marion does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The County of Marion, Texas

(Sponsor)

By: Shanna SolomonTitle: Marion County AuditorDate: October 30, 2023**Certification of State Single Audit Requirements**

I, Shanna Solomon, do certify that the County of Marion will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the County of Marion spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the County of Marion will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Shanna Solomon
Signature

Marion County Auditor

Title

October 30, 2023

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2419JFRS

The County of Marion designates, Shanna Solomon, Marion County Auditor
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The County of Marion, Texas

(Sponsor)

By: Leward J LaFleur, Title: Marion County JudgeDate: October 30, 2023**DESIGNATED REPRESENTATIVE**Mailing Address: 102 W Austin, Room 102Jefferson, TX 75657Overnight Mailing Address: sameTelephone/Fax Number: 903-665-7240 phone903-665-8732 faxEmail address: shanna.solomon@co.marion.tx.us

Exhibit "F"

Marion County

Tax Office - Tax Collections

2023- taxes collected (2024 budget)

		<u>Entity</u>	<u>Parcels</u>	<u>\$ Amount</u>
Salary	\$45,819.00	City of Jefferson	2450	\$4,116.00
fica	\$3,505.15	county	28986	\$0.00
rtmt	\$5,695.30	Jefferson ISD	27371	\$45,983.28
health	\$15,480.00	Avinger ISD	131	\$220.08
x-help	\$5,000.00	Ore City ISD	1481	\$2,488.08
fica	\$382.50		60419	\$52,807.44
phone	\$0.00	hospital	28983	\$13,042.35
travel	\$500.00		89402	\$65,849.79
p&A	39890 \$19,945.00			
supplies	\$2,500.00			
server mai	3200 \$640.00	Parcel count in total increased by :		11000
computer replacement	\$1,500.00	collection increased by :		\$2,296.25
overtime	\$500.00			
TOTAL	<u>\$101,466.96</u>		1.68	

		prior yr	current year
Total	City of Jefferso	1.84	\$1.68
	hospital	0.49	\$0.45
	Jefferson ISD	1.84	\$1.68
	Avinger ISD	1.84	\$1.68
	Ore City ISD	1.84	\$1.68

This figures in 1 1/2 employees plus part time help

Marion County
Tax Office - Tax Collections
 2022- taxes collected (2023 budget)

				<u>Entity</u>	<u>Parcels</u>	<u>\$ Amount</u>
Salary		\$42,819.00		City of Jefferson	2505	\$4,609.20
fica		\$3,275.65		county	25301	\$0.00
rtmt		\$5,313.84		Jefferson ISD	23670	\$43,552.80
health		\$14,760.00		Avinger ISD	129	\$237.36
x-help		\$5,812.50		Ore City ISD	1499	\$2,758.16
fica		\$444.66			<u>53104</u>	<u>\$51,157.52</u>
phone		\$0.00		hospital	<u>25298</u>	<u>\$12,396.02</u>
travel		\$500.00			<u>78402</u>	<u>\$63,553.54</u>
p&A	38890	\$19,445.00				
supplies		\$2,500.00				
server mail	3200	\$640.00		Parcel count in total increased by :		549
computer replacement		\$1,500.00		collection increased by :		\$395.84
overtime		\$500.00				
TOTAL		<u>\$97,510.65</u>		1.84		

		prior yr	2022 collectio year
Total	City of Jefferso	1.84	\$1.84
	hospital	0.49	\$0.49
	Jefferson ISD	1.84	\$1.84
	Avinger ISD	1.84	\$1.84
	Ore City ISD	1.84	\$1.84

This figures in 1 1/2 employees plus part time help

Exhibit "G"

 THOMSON REUTERS	Order Form		Order ID: Q-07573529
	Contact your representative reed.flatmann@thomsonreuters.com with any questions. Thank you.		

Sold To Account Address

Account #: 1000391433
 MARION COUNTY LAW LIBRARY
 SUSAN ANDERSON
 PO BOX 628 102 W AUSTIN ST STE 304
 JEFFERSON TX 75657-2283 US

"Customer"

Shipping Address

Account #: 1000391433
 MARION COUNTY LAW LIBRARY
 SUSAN ANDERSON
 PO Box 628
 102 W AUSTIN ST STE 304
 JEFFERSON TX 75657-2283 US

Billing Address

Account #: 1000391433
 MARION COUNTY LAW LIBRARY
 SUSAN ANDERSON
 PO Box 628
 102 W AUSTIN ST STE 304
 JEFFERSON, TX 75657-2283
 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
 See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,665.09	36

Bridge Products					
Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
40757482	West Proflex	1	Each	\$2,358.50	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: www.ThomsonReuters.com/DocIntel-PST

Product Specific Terms and Information Security Controls: The following product specific terms and information security controls shall apply to the HighQ products on this order form, and are incorporated by reference:

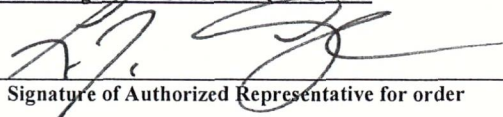
- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Information Security Controls <http://tr.com/HighQ-InfoSec>

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Acknowledgement: Order ID: Q-07573529


Signature of Authorized Representative for order

Leward J LaFleur
Printed Name

Marion County Judge
Title

10/30/2023
Date

This Order Form will expire and will not be accepted after 12/10/2023.



THOMSON REUTERS

Attachment**Order ID: Q-07573529**

Contact your representative reed.flathmann@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information**Payment Method:**

Payment Method: Bill to Account

Account Number: 1000391433

This order is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: SOLOMAN, SHANNA

Email: shanna.soloman@co.morris.tx.us

eBilling Contact

Contact Name SHANNA SOLOMAN

Email shanna.soloman@co.morris.tx.us

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000391433	MARION COUNTY LAW LIBRARY	102 W AUSTIN ST STE 304 JEFFERSON TX 75657-2283 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
5	Attorneys	42566958	Gvt - WL4G O'Connor's (WestlawPRO™)
5	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
5	Attorneys	42010202	Gvt - Form Builder For Government (Westlaw PRO™)
5	Attorneys	41933492	Practical Law Premier, Enterprise access, Government
5	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
5	Attorneys	43102993	Westlaw Precision Preferred National Primary Law, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
SHANNA	SOLOMON	ssolomon@co.marion.tx.us	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$2,665.09	5.00%	\$2798.35	5.00%	\$2938.27	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.



Exhibit "H"
SHERIFF
BRANDON J. FLETCHER
HARRISON COUNTY
P.O. BOX 568
MARSHALL, TEXAS, 75671

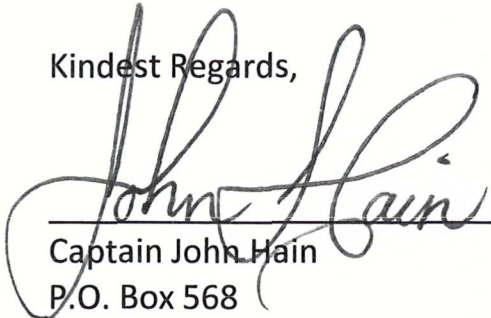


Jail Division

Sheriff's & Chiefs of Police,

Harrison County Commissioners Court on Tuesday, October 10th 2023 voted and approved a per diem increase for the upcoming physical year dated 2023-2024. Due to the rising cost and inflationary conditions, Harrison County simply cannot continue to provide inmate housing at its current per diem rates. Please find the enclosed amended contracts between Harrison County and your agency or office, then sign and date where marked. Sorry for any inconvenience this may have caused

Kindest Regards,



Captain John Hain

P.O. Box 568

Marshall, Texas 75671

INTERLOCAL COOPERATION AGREEMENT

This agreement is made by and entered into between Harrison County, Texas (hereinafter "Harrison County") and Marion County, Texas (hereinafter "Marion County") on the date indicated below.

WHEREAS, Marion County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Harrison County currently has the jail capacity and the ability to provide housing and care for such inmates, and

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Inter-local Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 4413 (32c), Tex. Rev. Civ. Stat.) and

WHEREAS, Marion County and Harrison County desire to enter into an agreement pursuant to which Harrison County will provide housing and care for certain inmates incarcerated or to be incarcerated in the Marion County Jail.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE I

DETENTION SERVICES

1.01 **HOUSING AND CARE OF INMATES:** Harrison County agrees to accept, and provide for the secure custody, care and safekeeping of inmates of Marion County in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. Harrison County shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this agreement.

1.02 **MEDICAL SERVICES:** the per day rate under this agreement does not cover routine medical services such as on-site sick call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. These charges will be made directly to the inmate's commissary account. The per day rate does not cover medical/health care services provided outside of Harrison County's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. Marion County shall pay Harrison County an amount equal to the amount Harrison County is required to expend for medical services other than those routine medical services provided for by the inmate's commissary. When it becomes necessary for an inmate to be hospitalized, Harrison County shall contact Marion County, through its Sheriff or designated representative, as soon as possible to inform Marion County of the fact that the inmate has been, or is to be, hospitalized and of the nature of the illness or injury that has required the hospitalization.

Harrison County (or the agent or entity providing the services) shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

It is understood and agreed that if the hospitalization of an inmate is to be for a duration of more than 24 hours, or the cost of any medical care or hospitalization is to exceed \$2,000.00, Harrison County has the right to arrange for the hospital or health care provider to bill Marion County directly or the costs of the hospitalization and/or medical care, rather than Harrison County paying the costs and billing the same to Marion County. If the hospital or health care provider refuses to bill Marion County directly, Marion County shall reimburse Harrison County for such costs within forty-five (45) business days of receipt of an invoice from Harrison County, therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

1.03 **MEDICAL INFORMATION:** Marion County shall provide Harrison County with medical information for all inmates sought to be transferred to Harrison County's facility. Harrison County agrees to provide non-ambulance transportation for inmates to and from local off-site medical service providers. Transport to off-site medical service providers not located locally is the sole responsibility of Marion County. Ambulance transportation (including emergency, flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to Marion County by Harrison County.

- 1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** Harrison County agrees to provide transportation from Marion County's facility to Harrison County's facility, (one way transportation) free of charge. Harrison County agrees to provide non-ambulance transportation for inmates to and from local off-site medical service providers. Transport to off-site medical service providers not located locally is the sole responsibility of Marion County. Ambulance transportation (including emergency, flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to Marion County by Harrison County.

Harrison County will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to a local off-site medical facility. Marion County shall compensate Harrison County for the actual cost of said guard services, which shall be billed by Harrison County along with the regular monthly billing for detention services.

Marion County shall be responsible for the transportation of its inmates to and from court proceedings and hearings.

Marion County is responsible for the transport of female inmates from Harrison County's facility to the Texas Department of Criminal Justice, Institutional Division. **Harrison County agrees to transport Marion County female inmates housed in Harrison County's facility to the Texas Department of Criminal Justice, Institutional Division upon request from the Marion County Sheriff's designee. Harrison County's fee for this transportation service will be at the rate of one dollar (\$1.00) per mile.**

Marion County is responsible to have all appropriate documents delivered to Harrison County for the transfer of prisoners to Texas Department of Criminal Justice, Institutional Division.

- 1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this agreement, or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

- 1.06 **LOCATION AND OPERATION OF FACILITY:** Harrison County shall provide the detention services described herein at the Harrison County Jail Facilities in Marshall, Texas.

ARTICLE II

FINANCIAL PROVISIONS

2.01 **PER DIEM RATE**: The per diem rate for detention services under this agreement is forty five dollars (\$45.00) per man day for twelve (12) or more prisoners; and fifty dollars (\$50.00) per man day for less than twelve (12) prisoners. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that Marion County may not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, Harrison County will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE**: Harrison County shall submit an itemized invoice for the services provided each month to Marion County, in arrears, invoices will be submitted to the officer of Marion County designated to receive the same on behalf of Marion County. Marion County shall make payment to Harrison County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Harrison County, Texas and shall be remitted to:

**Harrison County Auditor
200 West Houston, Suite 326
Marshall, Texas 75670
903-935-8405**

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of Marion County under this agreement. Marion County further agrees that Harrison County be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III

TERM OF AGREEMENT

3.01 **PRIMARY TERM**: The primary term of this agreement is for a period of one (1) year from the date of execution of this agreement by both parties.

3.02 **RENEWALS**: This agreement may be renewed annually by mutual agreement of the parties. In the event that the parties need to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioners courts of the respective parties.

3.03 **TERMINATION**: This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by Harrison County impracticable or impossible, such as server damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of Marion County's inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW**: Nothing herein shall create any obligation upon Harrison County to house Marion County's inmates where the housing of said inmates will, in the opinion of the Harrison County Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Harrison County Sheriff determines that a condition exists at the Harrison County facility necessitating the removal of the Marion County's prisoners, or any specified number thereof, Marion County shall, upon notice by the Harrison County Sheriff to the Sheriff of Marion County, immediately (within eight (8) hours) remove said prisoners from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY**: The only inmates of Marion County eligible for incarceration are those inmates eligible for incarceration in the facility in assessment system in place at Marion County's jail and pursuant to the custody assessment system in place at the Harrison County facility.

All inmates proposed by Marion County to be transferred to the Harrison County facility under this agreement must meet the eligibility requirements set forth above. Harrison County reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at Harrison County's facility, Harrison County reserves the right to demand that Marion County remove that inmates and replace said inmate with a non-high risk inmate of Marion County.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF

INDIVIDUAL INMATES: Harrison County reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Harrison County facility and Marion County shall cooperate with and provide information requested regarding any inmate by the Harrison County Sheriff. Harrison County reserves the right to refuse acceptance of any prisoner of Marion County, Likewise, if any inmate's behavior, medical or psychological condition, or other circumstances of reasonable concern to the Harrison County sheriff makes the inmate unacceptable for continued incarceration in Harrison County's facility in the opinion of the Harrison County Sheriff, Marion County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Harrison County Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 INMATE SENTENCES: Harrison County shall not be in charge or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and recordkeeping shall continue to be the responsibility of Marion County. It shall be the responsibility of Marion County to notify Harrison County of any discharge date for an inmate at least ten (10) days before such date. Harrison County will release inmates of Marion County only when such release is specifically requested in writing by the Sheriff of Marion County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for Marion County to return inmates to Marion County facility shortly before their discharge date, and for Marion County to discharge the inmate from its own facility. Marion County accepts all responsibility for the calculations and determinations set forth above and for giving Harrison County notice of same, and to the extent allowed by law, shall indemnify and hold Harrison County harmless for all liability or expenses of any kind arising hereof. Marion County is responsible for all paperwork, arrangements and transportation for inmates to be transferred to the Texas Department of Criminal Justice, Institutional Division.

ARTICLE V

MISCELLANEOUS

5.01 **BINDING NATURE OF AGREEMENT:** This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and representatives.

5.02 **NOTICE:** All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To Contractor: Harrison County
 Attn: Harrison County Judge
 1 Peter Whetstone Square, Room 315
 Marshall, Texas 75670

To County: Marion County
 Attn: Marion County Judge

 Jefferson, Texas

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 **AMENDMENTS:** This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by commissioner's courts of the respective parties hereto.

5.04 **PRIOR AGREEMENTS:** This agreement contains all of the agreement and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.05 **CHOICE OF LAW AND VENUE:** The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement are payable and performable in Marshall, Harrison County, Texas, and venue of any

dispute or matter arising under this agreement shall lie in a district court of Harrison County, Texas.

5.06 **APPROVALS:** This agreement must be approved by the Commissioners Court of Marion County and the Commissioners Court of Harrison County in accordance with the Inter-local Cooperation Act.

5.07 **FUNDING SOURCE:** Marion County must pay all amounts due under this agreement from current revenues available to it in accordance with the Inter-local Cooperation Act. The signature of the Marion County Auditor below certifies that there are sufficient funds from current revenues available to Marion County to meet its obligations under this agreement.

Signature and Execution:

MARION COUNTY, TEXAS

By: _____

Marion County Judge (As authorized and
Approved by the Marion County Commissioners
Court by Order Dated)

10 / 30 / 23

Date Signed: 10-30-2023

Shanna Solomon

Marion County Auditor

[Signature]

Marion County Sheriff

Date Approved: 10-30-2023

ATTEST:

[Signature]
Marion County Clerk

HARRISON COUNTY, TEXAS

By: _____

Harrison County Judge (As authorized and
Approved by the Harrison County
Commissioners Court by Order Dated)

_____/_____/____

Date Signed: _____

[Signature]

Harrison County Sheriff

Date Approved: 10/12/2023

ATTEST:

Harrison County Clerk

