

102 West Austin Street, Suite 205
Jefferson, Texas 75657



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

Hon. Leward J. LaFleur

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

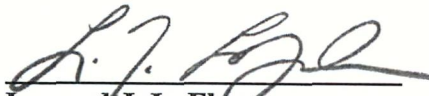
Marion County Judge

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 11th December, 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 – November 27, 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
2. Consider for approval payroll from November 1-15, 2023 and November 16-30, 2023.
3. Consider for approval Standard Form of Agreement Between Owner and Engineer for Professional Services for Jail Roof Improvements with Wood Engineering Company through ARPA Federal Revenue Loss Funds.
4. Consider for approval Interlocal Agreement with City of Jefferson for library service.
5. Consider for approval Interlocal Agreement with City of Jefferson covering shared services and responsibilities.
6. Consider for approval all 2024 Non-Departmental Contracts for Services to include:
 - a) Mims Ambulance Service
 - b) Mims Volunteer Fire Department
 - c) Gray Volunteer Fire Department
 - d) Smithland Volunteer Fire Department
 - e) South Shore Volunteer Fire Department
 - f) Jackson Volunteer Fire Department
 - g) Marion County Child Services
 - h) Marion-Cass Soil & Water Conservation District
 - i) East Texas Council on Alcohol & Drugs
 - j) Community Healthcare
 - k) Cypress Valley Navigation District
 - l) Marion County Historical Commission
7. Discuss and take necessary action on abandonment for Squirrel Nest Lane in Marion County Precinct #3.
8. Discuss and take necessary action on Resolution opposing the development of the proposed Marvin Nichols Reservoir.

23 DEC -7 PM 2:00
CO. CLERK
BY [Signature] DEPUTY



Leward J. LaFleur
County Judge
Marion County, Texas

FILED FOR RECORD
23 DEC -7 PM 2:00
OFF. CLERK
MARION CO.
BY GM DEPUTY

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

DECEMBER 11, 2023

The Commissioners' Court of Marion County met in Regular Session at 9:00 a.m. on December 11, 2023. All members present with County Judge Leward LaFleur presiding.

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

ITEM NO. 1

CONSENT AGENDA:

a. ORDER APPROVING MINUTES OF MEETING ON NOVEMBER 27, 2023

b. ORDER APPROVING REPORTS OF COUNTY OFFICIALS

Sheriff	November	2023
County Clerk	November	2023
District Clerk	November	2023
J.P. Pct. #2	November	2023
Sheriff	November	2023

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

Motion by Ashley, seconded by Lee to approve the consent agenda as presented. All members present voted Aye. Motion carried 3-0.

ITEM NO. 2**ORDER APPROVING PAYROLL FOR THE PERIOD OF NOVEMBER 1-15, 2023 AND
NOVEMBER 16-30, 2023 AS PRESENTED BY MRS. B.J. WESTBROOK OUR
TREASURER**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried
3-0.

See Exhibit "A" attached

ITEM NO. 3**CONSIDER FOR APPROVAL STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ENGINEER FOR PROFESSIONAL SERVICES FOR JAIL ROOF
IMPROVEMENTS WITH WOOD ENGINEERING COMPANY THROUGH ARPA
FEDERAL REVENUE LOSS FUNDS AT A COST OF 23,700.00**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried
3-0.

See Exhibit "B" attached

ITEM NO. 4**ORDER APPROVING INTERLOCAL AGREEMENT WITH THE CITY OF
JEFFERSON FOR LIBRARY SERVICES**

Motion by Meisenheimer, seconded by Lee. All members present voted Aye. Motion carried 3-
0.

See Exhibit "C" attached

ITEM NO. 5**CONSIDER FOR APPROVAL INTERLOCAL AGREEMENT WITH CITY OF
JEFFERSON COVERING SHARED SERVICES AND RESPONSIBILITIES.**

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

Motion to Table

ITEM NO. 6**ORDER APPROVING ALL 2024 NON-DEPARTMENTAL CONTRACTS FOR SERVICES TO INCLUDE ALL THE ONES PRESENTED BY OUR COUNTY JUDGE**

- a. Mims Ambulance Service
- b. Mims Volunteer Fire Department
- c. Gray Volunteer Fire Department
- d. Smithland Volunteer Fire Department
- e. South Shore Volunteer Fire Department
- f. Jackson Volunteer Fire Department
- g. Marion County Child Services
- h. Marion-Cass Soil & Water Conservation District
- i. East Texas Council on Alcohol & Drugs
- j. Community Healthcare
- k. Cypress Valley Navigation District
- l. Marion County Historical Commission

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

See Exhibit "D" attached

ITEM NO. 7**ORDER TO TAKE THE NECESSARY ACTION TO ABANDON SQUIRREL NEST LANE IN MARION COUNTY PRECINCT #3.**

Motion by Meisenheimer, seconded by Ashley. All members present voted Aye. Motion carried 3-0.

See Exhibit "E" attached

ITEM NO. 8**ORDER APPROVING RESOLUTION OPPOSING THE DEVELOPMENT OF THE PROPOSED MARVIN NICHOLS RESERVOIR.**

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 3-0.

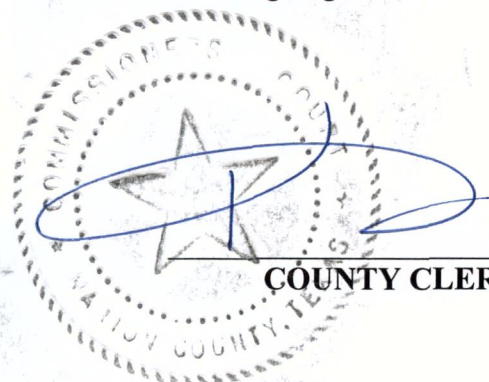
See Exhibit "F" attached

ORDER TO ADJOURN

Motion by Ashley, seconded by Lee. All members present said Aye. Motion carried 4-0.
Meeting adjourned at 9:17 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

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....10 GENERAL FUND

PAYROLL CALCULATION TOTALS
PERIOD 1 DATING 11/01/2023-11/15/2023 CHECK DATE 11/15/2023

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PR302R-V14.20 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	19,112.30	1,144.00	02-01 SALARY-EMPLOY	44,581.89	2,993.25
03-01 EXTRA HELP	7,846.00	664.25	11-01 HOLIDAY PAY	2,847.20	160.00
05-05 OVERTIME	8,268.04	359.75	30-30 VAC ACCRUED		25.05
32-31 VAC TAKEN-EMP	3,763.76	216.00	40-40 SL LV ACCRUED		103.54
42-41 SK LV TAK-EMP	1,535.21	91.75	SP-70 STATE SUP PAY	1,050.00	
TT-70 TRAVEL ALLOW	904.16		99-99 NET PAY	68,782.66	
GROSS PAY	89,908.56	5,629.00			

ABT CODE & DESCRIPTION	AMOUNT	ABT CODE & DESCRIPTION	AMOUNT
CA-30 CAFETERIA	779.12	H1-30 HEALTH CHILD	334.95

TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1,287.56	88,794.49	SS-10 FICA W/H	5,505.26	88,794.49
TC-20 TCDRS W/H	5,771.61	82,450.98	FD-40 FEDERAL W/H	6,518.53	83,022.88

DED CODE & DESCRIPTION	AMOUNT	DED CODE & DESCRIPTION	AMOUNT
A1-02 COLONIAL ADDL	807.20	NF-02 CIGNA	47.30
UG-02 UNI GUARANTY	67.50	VE-02 VISION EMPLOY	6.87

BEN CODE & DESCRIPTION	AMOUNT	BEN CODE & DESCRIPTION	AMOUNT
SV-05 SUTA-EMP	4.63	SX-05 SUTA-EX HELP	6.39
MC-10 MEDC TAX OFF	300.91	MR-10 MEDC TAX XHEP	113.78
MT-10 MEDC TAX EMP	872.87	SR-10 FICA-EX HELP	486.46
SS-10 FICA-OFF	1,286.58	ST-10 FICA-EMP	3,732.22
SD-15 SUP DEATH-OFF	87.56	SE-15 SUP DEATH-EMP	283.46
TC-15 TCDRS-OFF	2,327.02	TD-15 TCDRS-EMP	7,534.10
AF-20 AFLAC	29.97	A1-20 COLONIAL ADDL	395.90
CI-20 DEP. CHILD	334.95	DF-20 DENT. FAMILY	186.32
DI-20 DENT. INS-OFF	205.28	DJ-20 DENT. INS-EMP	769.80
HI-20 MED INS-OFF	7,121.32	HU-20 MED INS-EMP	23,738.40
TK-20 TERM LIFE/OFF	39.50	TM-20 TERM LIFE-EMP	118.50
UL-20 GUARDIAN	108.31	VE-20 VISION EMPLOY	35.30
VS-20 VISION SPOUSE	8.72		

Exhibit "A"

23 DEC -4 AM 8:28
CO. CLERK, MARION CO.
DEPUTY
FILER FOR RECORD

PAYROLL.....M MARION COUNTY
HOME EMPR.....1 MARION COUNTY
HOME FUND.....15 ROAD & BRIDGE FUND

FUND

PERIOD 1 DATING 11/01/2023-11/15/2023 CHECK DATE 11/15/2023

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PAYROLL CALCULATION TOTALS

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	6,382.52	352.00	02-01 SALARY-EMPLOY	11,602.06	760.00
03-01 EXTRA HELP	1,221.96	106.00	30-30 VAC ACCRUED	500.72	5.01
40-40 SL LV ACCRUED		30.06	42-41 SK LV TAK-EMP	333.33	32.00
CT-70 TRAVEL ALLOW	999.99		TT-70 TRAVEL ALLOW		
99-99 NET PAY	15,708.29				
GROSS PAY	21,040.58	1,250.00			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	211.72		H2-30 HEALTH CHILDR	236.23	
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	298.58	20,592.63	SS-10 FICA W/H	1,276.72	20,592.63
TC-20 TCDRS W/H	1,334.28	19,061.30	FD-40 FEDERAL W/H	1,368.69	19,058.35
DED CODE & DESCRIPTION	AMOUNT		DED CODE & DESCRIPTION	AMOUNT	
A1-02 COLONIAL ADDL	210.57		CC-10 CHILD SUPPORT	245.50	
CT-10 CHILD SUPPORT	150.00				
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SX-05 SUTA-EX HELP	0.65		MC-10 MEDC TAX OFF	106.38	
MR-10 MEDC TAX XHEP	17.71		MT-10 MEDC TAX EMP	174.49	
SR-10 FICA-EX HELP	75.76		SS-10 FICA-OFF	454.87	
ST-10 FICA-EMP	746.09		SD-15 SUP DEATH-OFF	28.72	
SE-15 SUP DEATH-EMP	57.07		TC-15 TCDRS-OFF	763.36	
TD-15 TCDRS-EMP	1,516.38		AF-20 AFLAC	32.89	
A1-20 COLONIAL ADDL	58.23		DF-20 DENT. FAMILY	46.58	
D1-20 DENT INS-OFF	76.98		DJ-20 DENT INS-EMP	256.60	
E2-20 CHILDREN HINS	236.23		HI-20 MED INS-OFF	2,373.84	
HJ-20 MED INS-EMP	7,121.52		TK-20 TERM LIFE/OFF	15.80	
TM-20 TERM LIFE-EMP	35.55		UL-20 GUARDIAN	45.14	
VE-20 VISION EMPLOY	9.16		VF-20 VISION FAMILY	6.76	
VS-20 VISION SPOUSE	4.36				

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....50 PRETRIAL INTERVENTION PERIOD 1 DATING 11/01/2023-11/15/2023 CHECK DATE 11/15/2023 RUN-11/09/2023 16.10.59 PAGE 3
Paymate

PAYROLL CALCULATION TOTALS

PAY CODE & DESCRIPTION		AMOUNT	HOURS	PAY CODE & DESCRIPTION		AMOUNT	HOURS
02-01	SALARY-EMPLOY	103.00	88.00	99-99	NET PAY	87.91	
	GROSS PAY	103.00	88.00				
TAX CODE & DESCRIPTION		AMOUNT	TAXABLE	TAX CODE & DESCRIPTION		AMOUNT	TAXABLE
MC-10	MEDICARE TAX	1.49	103.00	SS-10	FICA W/H	6.39	103.00
TC-20	TCDRS W/H	7.21	103.00	FD-40	FEDERAL W/H		95.79
BEN CODE & DESCRIPTION		AMOUNT		BEN CODE & DESCRIPTION		AMOUNT	
SV-05	SUTA-EMP	0.10		MT-10	MEDC TAX EMP	1.49	
ST-10	FICA-EMP	6.39		SE-15	SUP DEATH-EMP	0.46	
TD-15	TCDRS-EMP	12.32					

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....51 SECURITY FUND

PAYROLL CALCULATION TOTALS
PERIOD 1 DATING 11/01/2023-11/15/2023 CHECK DATE 11/15/2023

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PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	1,289.71	80.00	30-30 VAC ACCRUED		
40-40 SL IV ACCRUED		3.34	99-99 NET PAY	1,012.38	1.67
GROSS PAY	1,289.71	80.00			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	36.57				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	18.17	1,253.14	SS-10 FICA W/H	77.69	1,253.14
TC-20 TCDRS W/H	90.28	1,289.71	FD-40 FEDERAL W/H	54.62	1,162.86
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
MT-10 MEDC TAX EMP	18.17		ST-10 FICA-EMP	77.69	
SE-15 SUP DEATH-EMP	5.80		TD-15 TCDRS-EMP	154.25	
DE-20 DENT FAMILY	23.29		DJ-20 DENT INS-EMP	25.66	
HJ-20 MED INS-EMP	791.28		TW-20 TERM LIFE-EMP	3.95	
UL-20 GUARDIAN	12.56				

PAYROLL.....M MARION

PAYROLL CALCULATION TOTALS

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PERIOD 1 DATING 11/01/2023-11/15/2023 CHECK DATE 11/15/2023 PR302R-V14.20 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	25,494.82	1,496.00	02-01 SALARY-EMPLOY	57,576.66	3,921.25
03-01 EXTRA HELP	9,067.96	770.25	11-01 HOLIDAY PAY	2,847.20	160.00
05-05 OVERTIME	8,268.04	359.75	30-30 VAC ACCRUED	31.73	136.94
32-31 VAC TAKEN-EMP	3,763.76	216.00	40-40 SL LV ACCRUED		
42-41 SK LV TAK-EMP	2,035.93	123.75	CT-70 TRAVEL ALLOW	999.99	
SP-70 STATE SUP PAY	1,050.00		TT-70 TRAVEL ALLOW	1,237.49	
99-99 NET PAY	85,591.24				
GROSS PAY	112,341.85	7,047.00			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	1,027.41		H1-30 HEALTH CHILD	334.95	
H2-30 HEALTH CHILDR	236.23				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1,605.80	110,743.26	SS-10 FICA W/H	6,866.06	110,743.26
TC-20 TCDRS W/H	7,203.38	102,904.99	FD-40 FEDERAL W/H	7,941.84	103,339.88
DED CODE & DESCRIPTION	AMOUNT		DED CODE & DESCRIPTION	AMOUNT	
A1-02 COLONIAL ADDL	1,017.77		NF-02 CIGNA	47.30	
UG-02 UNI GUARANTY	67.50		VE-02 VISION EMPLOY	6.87	
CC-10 CHILD SUPPORT	245.50		CT-10 CHILD SUPPORT	150.00	
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SV-05 SUTA-EMP	4.73		SX-05 SUTA-EX HELP	7.04	
MC-10 MEDC TAX OFF	407.29		MR-10 MEDC TAX XHEP	131.49	
MT-10 MEDC TAX EMP	1,067.02		SR-10 FICA-EX HELP	562.22	
SS-10 FICA-OFF	1,741.45		ST-10 FICA-EMP	4,562.39	
SD-15 SUP DEATH-OFF	116.28		SE-15 SUP DEATH-EMP	346.79	
TC-15 TCDRS-OFF	3,090.38		TD-15 TCDRS-EMP	9,217.05	
AF-20 AFLAC	62.86		A1-20 COLONIAL ADDL	454.13	
CI-20 DEP. CHILD	334.95		DF-20 DENT. FAMILY	256.19	
DI-20 DENT. INS-OFF	282.26		DJ-20 DENT. INS-EMP	1,052.06	
E2-20 CHILDREN HTNS	236.23		HI-20 MED. INS-OFF	9,495.36	
HU-20 MED. INS-EMP	31,651.20		TK-20 TERM LIFE/OFF	55.30	
TM-20 TERM LIFE-EMP	158.00		UL-20 GUARDIAN	166.01	
VE-20 VISION EMPLOY	44.46		VF-20 VISION FAMILY	6.76	
VS-20 VISION SPOUSE	13.08				

NET PAY**11/15/2023**

GENERAL	10.000.1012	\$68,782.66
ROAD & BRIDGE	15.000.1012	\$16,103.79
LAKE PATROL	41.000.1012	\$0.00
PRETRIAL DEVERS.	50.000.1012	\$87.91
SECURITY FUND	51.000.1012	1012.38
		<u>\$85,986.74</u>

TAXES**GENERAL FUND**

F.I.C.A.	10.000.2203	\$11,010.52
MEDICARE	10.000.2203	\$2,575.12
W/HOLDINGS	10.000.2202	\$6,518.53

ROAD & BRIDGE

F.I.C.A.	15.000.2203	\$2,553.44
MEDICARE	15.000.2203	\$597.16
W/HOLDINGS	15.000.2202	\$1,368.69

LAKE PATROL FUND

F.I.C.A.	41.000.2203	\$0.00
MEDICARE	41.000.2203	\$0.00
W/HOLDINGS	41.000.2202	\$0.00

PRETRIAL DEVERS.

F.I.C.A.	50.000.2203	\$12.78
MEDICARE	50.000.2203	\$2.98
W/HOLDINGS	50.000.2202	\$0.00

SECURITY FUND

F.I.C.A.	51.000.2203	\$155.38
MEDICARE	51.000.2203	\$36.34
W/HOLDINGS	51.000.2202	<u>\$54.62</u>

\$24,885.56

J. R. Bond
David R. M.
Ralph Meisner

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....10 GENERAL FUND

PAYROLL CALCULATION TOTALS
PERIOD 2 DATING 11/16/2023-11/30/2023 CHECK DATE 11/30/2023

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PR302R-V14.20 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	19,112.30	1,144.00
03-01 EXTRA HELP	5,148.50	416.25
05-05 OVERTIME	5,031.62	210.50
32-31 VAC TAKEN-EMP	2,241.07	130.50
42-41 SK LV TAK-EMP	1,434.96	87.00
TT-70 TRAVEL ALLOW	904.16	
GROSS PAY	88,746.69	5,488.75

ABT CODE & DESCRIPTION	AMOUNT	TAXABLE
CA-30 CAFETERIA	745.06	
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1,271.18	87,666.68
TC-20 TCDRS W/H	5,963.10	85,186.61

DED CODE & DESCRIPTION	AMOUNT
A1-02 COLONIAL ADDL	807.20
UG-02 UNI GUARANTY	67.50

BEN CODE & DESCRIPTION	AMOUNT
SV-05 SUTA-EMP	4.94
MC-10 MEDC TAX OFF	300.99
MT-10 MEDC TAX EMP	893.90
SS-10 FICA-OFF	1,286.95
SD-15 SUP DEATH-OFF	2,327.02
TC-15 TCDRS-OFF	29.97
AF-20 AFLAC	334.95
CI-20 DEP. CHILD	108.31
UL-20 GUARDIAN	8.72
VS-20 VISION SPOUSE	

PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	45,432.32	3,028.50
11-01 HOLIDAY PAY	8,391.76	472.00
30-30 VAC ACCRUED		25.05
40-40 SL LV ACCRUED	1,050.00	104.74
SP-70 STATE SUP PAY	67,393.73	
99-99 NET PAY		

ABT CODE & DESCRIPTION	AMOUNT	TAXABLE
H1-30 HEALTH CHILD	334.95	
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
SS-10 FICA W/H	5,435.31	87,666.68
FD-40 FEDERAL W/H	6,674.49	81,703.58

DED CODE & DESCRIPTION	AMOUNT
NF-02 CIGNA	47.30
VE-02 VISION EMPLOY	6.87

BEN CODE & DESCRIPTION	AMOUNT
SX-05 SUTA-EX HELP	4.18
MR-10 MEDC TAX XHEP	76.29
SR-10 FICA-EX HELP	326.18
ST-10 FICA-EMP	3,822.18
SE-15 SUP DEATH-EMP	7,295.76
TD-15 TCDRS-EMP	7,861.24
A1-20 COLONIAL ADDL	395.90
DF-20 DENT. FAMILY	186.32
VE-20 VISION EMPLOY	32.06

BY _____ DEPUTY
CO. CLERK MARION CO.
23 DEC -4 AM 8:28
FILE FOR RECORD

PAYROLL.....M MARION COUNTY
HOME EMER.....1 MARION COUNTY
HOME FUND.....15 ROAD & BRIDGE FUND

PAYROLL CALCULATION TOTALS
PERIOD 2 DATING 11/16/2023-11/30/2023 CHECK DATE 11/30/2023

RUN-11/28/2023 14.01.15 PAGE 2
PR302R-V14.20 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	6,382.52	352.00	02-01 SALARY-EMPLOY	10,552.10	692.00
03-01 EXTRA HELP	926.96	81.50	30-30 VAC ACCRUED		5.01
32-31 VAC TAKEN-EMP	986.72	64.00	40-40 SL LV ACCRUED		30.06
42-41 SK LV TAK-EMP	563.96	36.00	CT-70 TRAVEL ALLOW	999.99	
TT-70 TRAVEL ALLOW	333.33		99-99 NET PAY	15,430.16	
GROSS PAY	20,745.58	1,225.50			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	194.52		H2-30 HEALTH CHILDR	236.23	
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	294.55	20,314.83	SS-10 FICA W/H	1,259.52	20,314.83
TC-20 TCDRS W/H	1,328.82	18,983.30	FD-40 FEDERAL W/H	1,395.71	18,986.01
DED CODE & DESCRIPTION	AMOUNT		DED CODE & DESCRIPTION	AMOUNT	
A1-02 COLONIAL ADDL	210.57		CC-10 CHILD SUPPORT	245.50	
CT-10 CHILD SUPPORT	150.00				
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SX-05 SUTA-EX HELP	0.43		MC-10 MEDC TAX OFF	106.49	
MR-10 MEDC TAX XHEP	13.44		MT-10 MEDC TAX EMP	174.62	
SR-10 FICA-EX HELP	57.48		SS-10 FICA-OFF	455.35	
ST-10 FICA-EMP	746.69		SD-15 SUP DEATH-OFF	28.72	
SE-15 SUP DEATH-EMP	56.72		TC-15 TCDRS-OFF	763.36	
TD-15 TCDRS-EMP	1,507.05		AF-20 AFLAC	32.89	
A1-20 COLONIAL ADDL	58.23		DF-20 DENT. FAMILY	46.58	
E2-20 CHILDREN HINS	236.23		UL-20 GUARDIAN	45.14	
VE-20 VISION EMPLOY	9.16		VF-20 VISION FAMILY	6.76	
VS-20 VISION SPOUSE	4.36				

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....50 PRETRIAL INTERVENTION PERIOD 2 DATING 11/16/2023-11/30/2023 CHECK DATE 11/30/2023 RUN-11/28/2023 14.01.15 PAGE 3
Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	103.00	88.00	99-99 NET PAY	87.91	
GROSS PAY	103.00	88.00			

TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1.49	103.00	SS-10 FICA W/H	6.39	103.00
TC-20 TCDRS W/H	7.21	103.00	FD-40 FEDERAL W/H		95.79

BEN CODE & DESCRIPTION	AMOUNT	BEN CODE & DESCRIPTION	AMOUNT
SV-05 SUTA-EMP	0.10	MT-10 MEDC TAX EMP	1.49
ST-10 FICA-EMP	6.39	SE-15 SUP DEATH-EMP	0.46
TD-15 TCDRS-EMP	12.32		

PAYROLL.....M MARION
HOME EMPR.....1 MARION COUNTY
HOME FUND.....51 SECURITY FUND

PAYROLL CALCULATION TOTALS

PERIOD 2 DATING 11/16/2023-11/30/2023 CHECK DATE 11/30/2023

RUN-11/28/2023 14.01.15 PAGE 4
PR302R-V14.20 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
02-01 SALARY-EMPLOY	1,420.83	88.00	30-30 VAC ACCRUED	1,113.28	1.67
40-40 SL IV ACCRUED		3.34	99-99 NET PAY		
GROSS PAY	1,420.83	88.00			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	35.13				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	20.09	1,385.70	SS-10 FICA W/H	85.91	1,385.70
TC-20 TCDS W/H	99.46	1,420.83	FD-40 FEDERAL W/H	66.96	1,286.24
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
MT-10 MEDC TAX EMP	20.09		ST-10 FICA-EMP	85.91	
SE-15 SUP DEATH-EMP	6.39		TD-15 TCDS-EMP	169.93	
DF-20 DENT. FAMILY	23.29		UL-20 GUARDIAN	12.56	

PAYROLL.....M MARION

PAYROLL CALCULATION TOTALS

RUN-11/28/2023 14.01.15 PAGE 5

PERIOD 2 DATING 11/16/2023-11/30/2023 CHECK DATE 11/30/2023 PR302R-V14.20 Paymate

PAY CODE & DESCRIPTION	AMOUNT	HOURS	PAY CODE & DESCRIPTION	AMOUNT	HOURS
01-01 SALARIES-OFFI	25,494.82	1,496.00	02-01 SALARY-EMPLOY	57,508.25	3,896.50
03-01 EXTRA HELD	6,075.46	497.75	11-01 HOLIDAY PAY	8,391.76	472.00
05-05 OVERTIME	5,031.62	210.50	30-30 VAC ACCRUED	31.73	31.73
32-31 VAC TAKEN-EMP	3,227.79	194.50	40-40 SL LV ACCRUED	138.14	138.14
42-41 SK LV TAK-EMP	1,998.92	123.00	CT-70 TRAVEL ALLOW	999.99	
SP-70 STATE SUP PAY	1,050.00		TT-70 TRAVEL ALLOW	1,237.49	
99-99 NET PAY	84,025.08				
GROSS PAY	111,016.10	6,890.25			
ABT CODE & DESCRIPTION	AMOUNT		ABT CODE & DESCRIPTION	AMOUNT	
CA-30 CAFETERIA	974.71		H1-30 HEALTH CHILD	334.95	
H2-30 HEALTH CHILDR	236.23				
TAX CODE & DESCRIPTION	AMOUNT	TAXABLE	TAX CODE & DESCRIPTION	AMOUNT	TAXABLE
MC-10 MEDICARE TAX	1,587.31	109,470.21	SS-10 FICA W/H	6,787.13	109,470.21
TC-20 TCDRS W/H	7,398.59	105,693.74	FD-40 FEDERAL W/H	8,137.16	102,071.62
DED CODE & DESCRIPTION	AMOUNT		DED CODE & DESCRIPTION	AMOUNT	
A1-02 COLONIAL ADDL	1,017.77		NF-02 CIGNA	47.30	
UG-02 UNI GUARANTY	67.50		VE-02 VISION EMPLOY	6.87	
CC-10 CHILD SUPPORT	245.50		CT-10 CHILD SUPPORT	150.00	
BEN CODE & DESCRIPTION	AMOUNT		BEN CODE & DESCRIPTION	AMOUNT	
SV-05 SUTA-EMP	5.04		SX-05 SUTA-EX HELP	4.61	
MC-10 MEDC TAX OFF	407.48		MR-10 MEDC TAX XHEP	89.73	
MT-10 MEDC TAX EMP	1,090.10		SR-10 FICA-EX HELP	383.66	
SS-10 FICA-OFF	1,742.30		ST-10 FICA-EMP	4,661.17	
SD-15 SUP DEATH-OFF	116.28		SE-15 SUP DEATH-EMP	359.33	
TC-15 TCDRS-OFF	3,090.38		TD-15 TCDRS-EMP	9,550.54	
AF-20 AFLAC	62.86		A1-20 COLONIAL ADDL	454.13	
CI-20 DEP. CHILD	334.95		DF-20 DENT. FAMILY	256.19	
E2-20 CHILDREN HINS	236.23		UL-20 GUARDIAN	166.01	
VE-20 VISION EMPLOY	41.22		VF-20 VISION FAMILY	6.76	
VS-20 VISION SPOUSE	13.08				

NET PAY**11/30/2023**

GENERAL	10.000.1012	\$67,393.73
ROAD & BRIDGE	15.000.1012	\$15,825.66
LAKE PATROL	41.000.1012	\$0.00
PRETRIAL DEVERS.	50.000.1012	\$87.91
SECURITY FUND	51.000.1012	1113.28
		<u>\$84,420.58</u>

TAXES**GENERAL FUND**

F.I.C.A.	10.000.2203	\$10,870.62
MEDICARE	10.000.2203	\$2,542.36
W/HOLDINGS	10.000.2202	\$6,674.49

ROAD & BRIDGE

F.I.C.A.	15.000.2203	\$2,519.04
MEDICARE	15.000.2203	\$589.10
W/HOLDINGS	15.000.2202	\$1,395.71

LAKE PATROL FUND

F.I.C.A.	41.000.2203	\$0.00
MEDICARE	41.000.2203	\$0.00
W/HOLDINGS	41.000.2202	\$0.00

PRETRIAL DEVERS.

F.I.C.A.	50.000.2203	\$12.78
MEDICARE	50.000.2203	\$2.98
W/HOLDINGS	50.000.2202	\$0.00

SECURITY FUND

F.I.C.A.	51.000.2203	\$171.82
MEDICARE	51.000.2203	\$40.18
W/HOLDINGS	51.000.2202	\$66.96

\$24,886.04

[Signature]
And R. 2
Ralph Meisner

738

Date/Time 12-04-2023 / 08:40 AM
Submitted By bwestbrook257

Pay Date 11-30-2023

Employee Deposits	\$14,601.95
Employer Contributions	\$24,948.47
Group Term Life Premiums	\$938.70
Total	\$40,489.12

Comments Resubmitting with requested changes.

Payroll File NOV23.xlsx

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[PRINT](#)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of November 11, 2023 between **MARION COUNTY, TEXAS**, a municipal corporation and home rule City with its main offices located at 102 W Austin, Jefferson, Marion County, Texas (OWNER) and **WOOD ENGINEERING CO., INC.** (ENGINEER). OWNER intends to acquire all professional engineering services required for the project known as "**Marion County Jail Roof Improvements** (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1—BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the project, providing professional engineering consultation and advice and furnishing customary civil services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.4, and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analysis of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER's findings and recommendations. This Report will be accompanied by ENGINEER's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7. Furnish multiple copies of the Study and Report documents (not to exceed five (5) copies) and review them in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish multiple copies of the above Preliminary Design documents and present and review them in person with OWNER, not to exceed five (5) copies.

1.3.6. Derive right-of-way (ROW) data and easement documents as needed for the OWNER to begin land acquisition.

1.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements

of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders.

1.4.5. Furnish multiple copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER, not to exceed five (5) copies.

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Assist OWNER in issuing addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6. Construction Phase.

During the Construction Phase:

1.6.1. *Visits to Site and Observation of Construction.* In

connection with observations of the work of Contractor(s) while it is in progress:

1.6.1.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.6.1.2. The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction elected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.2. *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents as requested by the OWNER.

1.6.3. *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract

Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.4. *Substitutes.* ENGINEER shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and make recommendations to OWNER, subject to the provisions of paragraph 2.2.2.

1.6.5. *Disputes between OWNER and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed thereunder. ENGINEER shall also make recommendations to OWNER on all claims of Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. OWNER has the final decision with regard to such disputes.

1.6.6. *Limitation of Responsibilities.* ENGINEER shall not be responsible to OWNER for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) whether at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. through 1.6.6 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7. Operational Phase.

During the Operational Phase, ENGINEER shall, when requested by OWNER:

1.7.1. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER.

1.7.2. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.14. inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in this Agreement; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other cause beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the

Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical, and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. If ENGINEER's compensation is on the basis of a lump sum, percentage of Construction Cost, or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials or equipment for the Project than are contemplated by paragraph 5.1.1. If ENGINEER's compensation is on the basis of a percentage of Construction Cost and ENGINEER has been required to prepare Contract Documents on the assumption that more than one prime contract will be awarded for construction, materials and equipment, but only one prime contract is awarded for construction, materials and equipment for the Project, services attributable to the preparation of contract documentation that was rendered unusable and any revisions or additions to contract documentation used that was necessitated by the award of only one prime contract.

2.1.9. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protest, rebidding, or renegotiating contracts for construction, materials, equipment or services when ENGINEER did not create or contribute to the event or situation requiring said assistance, rebidding, renegotiating, materials, equipment, or services.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.

2.1.13. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project unless ENGINEER created or contributed to the cause of the litigation.

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and with specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly before starting any of the following additional services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operations Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in this Agreement) the following:

3.4.1. data prepared by or resulting from the services of others, including without limitation borings, probing's and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys, to the extent required by ENGINEER, and only if not required to be performed by ENGINEER as set out in ENGINEER's Proposal;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (unless required to be performed by ENGINEER as Basic Services under ENGINEER's Proposal) to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless required to be performed by ENGINEER as Basic Services under this Agreement.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may, in the judgement of the OWNER, be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a

part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. ENGINEER shall not be obligated to bear any of the costs of compliance with this Section 3.

SECTION 4—PERIODS OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Operational Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Section 8 of this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein may be subject to equitable adjustment.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within any stipulated period indicated in Section 8 hereof after written authorization to proceed with that phase of services which will be given by OWNER within seven (7) days after ENGINEER has signed this Agreement.

4.3. After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within any stipulated period.

4.4. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within any stipulated period indicated in Section 8 hereof.

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete when the submissions for that phase have been accepted by OWNER.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s).

4.7. The Construction Phase commences with the execution of the first prime contract for the work of the Project or any part thereof, and said Phase terminates upon City Council approval of the final payment after written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times if the project involves more than one prime contract.

4.8. The Operational Phase may commence during the Construction Phase and will terminate one year after the date of City Council approval of the final payment for the last prime contract for construction, materials and equipment on which substantial completion is achieved.

4.9. If OWNER requests significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER'S services may be adjusted equitably to reflect the additional time and expenses, if any, incurred by ENGINEER to respond to the OWNER's request.

4.10. If ENGINEER's services for the Design or Construction phases of the Project are delayed or suspended for more than one year for reasons beyond ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement may be subject to equitable adjustment upon submission of documentation by ENGINEER to OWNER establishing the basis for such adjustment.

4.11. In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts.

SECTION 5—PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. For design, construction plan preparation, construction document preparation (including bid proposal, specifications, construction contract), and all other services to be rendered by ENGINEER hereunder, as the same are set out in the attached Exhibit "A", and as further set out in these contractual documents, save and except for specified special and additional services, OWNER shall pay to ENGINEER a lump sum design fee of \$23,700.00 and hourly and reimbursable expenses not-to-exceed \$4,000.00 for a total not-to-exceed contract price of \$27,700.00 for additional services authorized by OWNER in accordance with Section 2 of this Agreement,

OWNER shall pay in accordance with the schedule of charges set forth in "Attachment 2".

5.2. Times of Payment.

ENGINEER shall submit monthly statements for the services rendered and for the expenses and hourly costs incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of the billing. All monthly statements shall be in a form as specified by and acceptable to OWNER. OWNER shall make payment upon said statements within thirty (30) days following receipt thereof.

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 3, as applicable. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

6.2. Opinions of Cost.

It is understood by the Parties that ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Therefore, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable

cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.1.2. ENGINEER acknowledges that Section 9 of County Ordinance No. 2521, adopted December 14, 1995, prohibits ENGINEER, ENGINEER's officers, employees, agents, and representatives from carrying firearms, including concealed handguns, while in the performance of the Agreement and on City premises (including City rights-of-way, utility easements, or drainage easements) or when meeting with City officers or employees regarding this Agreement. ENGINEER agrees that failure by ENGINEER to comply with this requirement shall constitute a substantial breach of this Agreement, entitling City to all remedies under the law or this Agreement for such breach, including the City's right to terminate this Agreement for substantial nonperformance.

7.2. Reuse of Documents.

ENGINEER acknowledges that OWNER is a governmental entity and that all Drawings, Specifications, and other documents prepared or furnished by ENGINEER (and ENGINEER's professional associates and consultants) under this Agreement are instruments of service in respect of the Project and property of the OWNER and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas Government Code Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

7.3. Insurance.

7.3.1. ENGINEER shall procure and maintain insurance, in amounts acceptable to OWNER, for protection from claims under workers' compensation acts, claims for

damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from damages or claims as a result of acts of errors or omissions of the ENGINEER made during the performance of this contract. All liability insurance required under this paragraph 7.3.1. shall include OWNER, OWNER's agents and employees as additional named insured and be with a company or companies satisfactory to OWNER. All workers' compensation coverage shall include in its provisions a waiver of any rights of subrogation against the OWNER.

7.3.2. Before commencement of any work, the ENGINEER shall submit written evidence that he and all his subcontractors (if the ENGINEER employs subcontractors in the performance of this Agreement) have obtained the minimum insurance required by this Agreement. Such written evidence shall be in the form of a Certificate of Insurance executed by the ENGINEER's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by registered mail to the OWNER.

7.3.3. The ENGINEER shall not commence work under this Agreement until he has obtained at his expense all insurance required under this section and such insurance has been approved by the OWNER, nor shall the ENGINEER allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.3.4. Nothing contained in the insurance requirements shall be construed as limiting the extent of the ENGINEER's responsibility for payment of damages resulting from his operations.

7.4. Controlling Law.

This Agreement is to be governed by the law of the state of Texas. Venue shall lie exclusively in Marion County, Texas for all state actions and in the Marshall Division of the Eastern District of Texas for all federal actions.

7.5. Successors and Assigns.

7.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder, provided such independent associates or consultants are approved in writing in advance by OWNER and are paid by ENGINEER.

7.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions

Any other provisions of this Agreement or other documents included by reference herein to the contrary notwithstanding, the following provisions shall apply to this Agreement and the respective duties and responsibilities of OWNER and ENGINEER affected thereby:

8.1.1. As to the contractual relationship between ENGINEER and OWNER, ENGINEER is and shall be considered in all things an independent contractor.

8.1.2. This contract shall not be subject to binding arbitration.

8.1.3. OWNER reserves the right, with ENGINEER's agreement, to consolidate any and all phases of performance set out in the standard form contractual documents. The consolidation of said services shall not in any way affect the ENGINEER's responsibilities to perform the services set out therein.

8.1.4. This Agreement may be terminated by the OWNER hereto, with or without cause, upon ten (10) days' written notice thereof. If this Agreement is terminated by the OWNER without cause, the ENGINEER shall be paid for services performed to termination date, including all reimbursable expenses then incurred.

8.2. Schedules.

Where appropriate, the following time limitations for the following phase(s) of services shall apply:

8.2.1. The Study and Report Phase Services/Preliminary Design Phase Services shall be completed and all reports, opinions of costs, documentation, contract documents, and other tangible materials required under this Agreement shall be completed and submitted by ENGINEER within ninety (90) days following written authorization from OWNER to ENGINEER to proceed with said phase(s) of services.

8.2.2. The Final Design Phase Services/Bidding or Negotiating Phase Services shall be completed and all reports, opinions of costs, documentation, contract documents, and other tangible materials required under this Agreement shall be completed and submitted by ENGINEER before **March 30, 2023 (360) days** following written authorization from OWNER to ENGINEER to proceed with said phase(s) of services.

8.2.3. The Construction Phase Services shall begin by or before fifteen (15) days following written authorization from OWNER to ENGINEER to proceed, and shall be completed as reasonably soon thereafter as possible.

8.2.4. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

8.3. Exhibits.

The following exhibits are attached to and made a part of this Agreement:

8.3.1. *Exhibit A, ENGINEER's Scope of Service; Attachment 2 to Exhibit A, Fee Schedule.* Provided, however, that where the terms and provisions of the above-referenced exhibit(s) shall conflict with the terms and provisions of this standard contract, this standard contract shall control

8.4. Professional Liability Insurance

ENGINEER shall maintain, at no expense to OWNER, a professional liability (errors and omissions) insurance policy placed with a company rated at least A by Best's Key Rating Guide, authorized to do business in Texas, in an amount not less than one million dollars (\$1 million) for each occurrence, one million dollars (\$1 million) in the aggregate. Such policy shall require the giving of written notice to OWNER at least thirty (30) days prior to cancellation, nonrenewal or material modification of any policies, evidenced by return receipt or United States certified mail. ENGINEER shall furnish OWNER with copies of said policies or certificates evidencing such coverage.

8.5. Entire Agreement.

This Agreement, together with the exhibits and schedules identified above, constitute the entire Agreement between OWNER and ENGINEER and supersede all prior or oral understandings. This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.6. Severability.

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

8.7. Waiver.

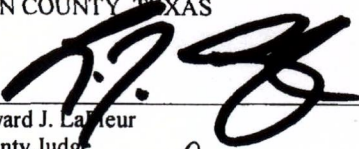
The waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

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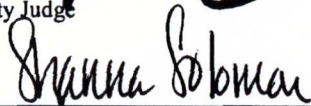
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

MARION COUNTY, TEXAS

By: 

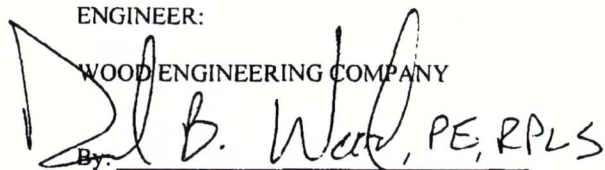
Leward J. Calneur
County Judge

By: 

Shanna Solomon
County Auditor

ENGINEER:

WOOD ENGINEERING COMPANY

By: 

David B. Wood, P.E., R.P.L.S.
Principal

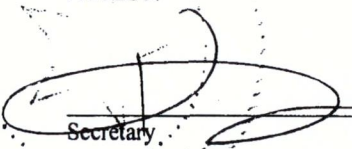
11-20-2023

Address for giving notices:

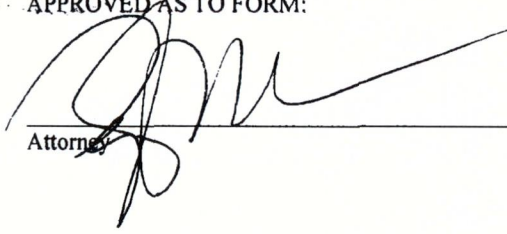
102 W Austin

Jefferson, Texas 75657

ATTEST:


Secretary

APPROVED AS TO FORM:


Attorney

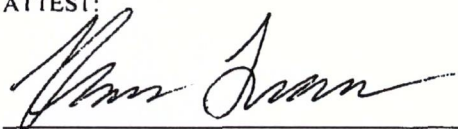
(Original 1 of 2 Originals)

Address for giving notices:

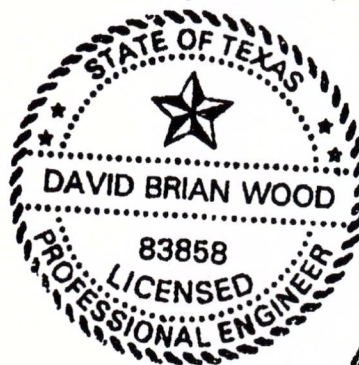
1616 Judson Road, Suite 6-L

Longview, Texas 75601

ATTEST:


Corporate Secretary

11-20-2023



Attachment 1Title VI of the Civil Rights Act of 1964

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Americans with Disabilities Act

Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 et seq. and any properly promulgated rules and regulations related thereto.

Conflicts of interest.

- (a) Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of award between the Department of Treasury and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the ARPA award between the Department of Treasury and the City, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.

- (a) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the ARPA award between the Department of Treasury and the City or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the ARPA award between the Department of Treasury and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

Access to Records

The U.S. Department of Treasury, Inspectors General, the Comptroller General of the United States, and the Texas Division of Emergency Management and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the ARPA award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's ARPA contract with the Department of Treasury.

Retainage of Records

Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Termination for Cause [for Contracts > \$10K]

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

Termination for Convenience of the City/County. [for Contracts > \$10K]

City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

WOOD ENGINEERING COMPANY
CIVIL - STRUCTURAL - SURVEYING
Firm Reg. No. F-8594 & 101362-00
1616 Judson Rd. Suite 6-L
Longview, TX 75601
(903) 234-1118 dbwood7@netscape.net

Proposal for Marion County Jail Roof Improvements

Marion County
119 W. Lafayette St.
Jefferson, Texas 75657

November 20, 2023

ATTN: Marion County Commissioners Court
Marion County, TX

RE: Engineering/Architecture Proposal – Marion County Jail Roof Improvements

Commissioners,

Thank you for the opportunity to submit a proposal for engineering and architectural services for the above referenced project. The anticipated scope of services is as follows:

1. Compile construction plans and specifications
2. Negotiate acceptable bid from reputable contractor
3. Construction oversight and administration

Project Scope:

The project scope shall consist of the following:

1. Remove and replace 6,330 sq. ft of existing jail roof and associated appurtenances.

Appurtenances to include but not limited to the following:

- a. flashing
- b. trim
- c. water proofing
- d. roof penetration edging
- e. roof top unit curbs
- f. conduit
- g. expansion joints between newer and older building construction
- f. insulation

Engineering/Architecture Proposal – Removal and Replacement of Jail Roof
November 20, 2023
Page 2

I have reviewed the site and construction plans for the jail addition dated 1995. The new jail addition, according to the plan set, has a structural steel roof deck supporting the insulation and roofing exposed to the atmosphere. Given that this project is necessary due to on going and unacceptable water penetrating the building envelope or roof leaks. I believe it to be plausible the existing steel roof deck is possibly severely corroded in localized areas and will require removal and replacement. The steel roof deck extent and severity of corrosion requiring removal and replacement will be known as the existing roofing is stripped away during construction. I'm hoping existing steel roof joists are adequate for continued use and do not require repair. If the steel deck is corroded enough to allow roof leaks the steel roof joists in localized areas undoubting also have some corrosion and require repair or replacement.

Marion County shared with me a contractor's bid to remove and replace 5,500 sq. ft. of existing roofing materials. Per my understanding of the scope of work conveyed to me during my site visit Monday October 23, 2023, I believe the roof area to be removed and replaced is on the order of 6,330 sq. ft. I converted the shared contractor's bid to a unit price per square foot and recalculated for 6,330 sq. ft and added some additional cost to remove and replace heavily corroded unacceptable steel roof deck.

The estimated construction cost is approximately \$ 220,000.00. Of this figure, Wood Engineering Company proposes 9.75% of anticipated construction cost for engineering and construction management services (\$21,450.00) in general compliance with the T.S.P.E. General Engineering Services Guidelines (G.E.S.G., 1972 publication) median compensation curve "A". A schedule of the anticipated scope of services is as follows:

PRELIMINARY DESIGN

1. Prepare preliminary construction drawings, specifications and
for review.....\$3,000.00

FINAL DESIGN

2. Coordinate with Engineering Staff review comments, prepare final
construction drawings and specifications.....\$8,000.00

PROJECT BIDDING

3. Advertise and receive bids for construction contract, tabulate, and coordinate with Engineering
Staff to negotiate an acceptable construction contract.....\$8,000.00

CONSTRUCTION SERVICES

4. Availability for coordination of field changes, written construction progress reports, and
periodic job site observations.....\$1,450.00

Engineering/Architecture Proposal – Removal and Replacement of Jail Roof
 November 20, 2023
 Page 3

5. Prepare construction pay estimates.....\$1000.00

ENGINEERING - ARCHITECTURE TOTAL.....\$21,450.00

OTHER SERVICES (not-to-exceed price)

6. Field survey of existing roof, roof penetrations, and roof top unit locations.....\$1,750.00

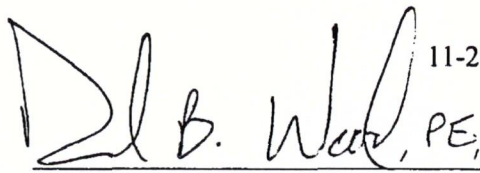
7. Printing for contracts and coordinating with private utilities.....\$500.00

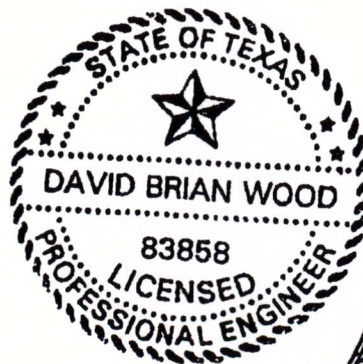
OTHER SERVICES TOTAL.....\$2,250.00

TOTAL PROJECT.....\$23,700.00

Thank you for the opportunity to submit a proposal for the above referenced project.

Please call with any questions and/or comments.

 11-20-2023
 David B. Wood, P.E., R.P.L.S.
 Wood Engineering Company, Inc.
 Longview, TX



Attachment 2**WOOD ENGINEERING COMPANY****CIVIL - STRUCTURAL - SURVEYING****Firm Reg. No. F-8594 & 101362-00****1616 Judson Rd. Suite 6-L****Longview, Tx. 75601****(v) (903) 234-1118 (f) (903) 234-1118****Hourly Rate Schedule**

- | | |
|--|-----------|
| 1. Principal Engineer..... | \$195/hr. |
| 2. Principal Architect..... | \$195/hr. |
| 3. Principal Surveyor..... | \$175/hr. |
| 4. Engineering/Architectural Technician..... | \$125/hr. |
| 5. Surveying Technician..... | \$115/hr. |
| 6. Survey Field Crew..... | \$150/hr. |
| 7. Administrative Assistant..... | \$95/hr. |

Exhibit "C"

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF JEFFERSON AND MARION
COUNTY FOR LIBRARY SERVICES**

THE STATE OF TEXAS §

COUNTY OF MARION §

WHEREAS, the City of Jefferson has entered into an agreement with the Jefferson Carnegie Library beginning January 1, 2024; and

WHEREAS, the Jefferson Carnegie Library provides library service to the citizens of Jefferson and Marion County; and

WHEREAS, support for Jefferson Carnegie Library must be a community wide effort; and

WHEREAS, Marion County has expressed an interest in participating in the support of the Jefferson Carnegie Library

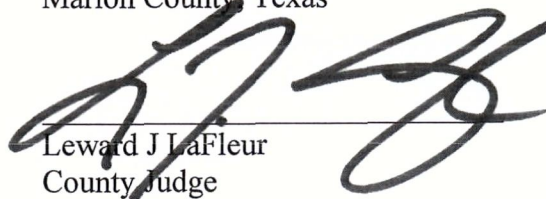
NOW, THEREFORE, the City of Jefferson and Marion County, each acting herein by and through their duly authorized chief elected official, after due consideration and approval of this agreement by the City Council of the City of Jefferson and the Commissioners Court of Marion County do hereby covenant, stipulate, and agree by and between themselves as follows:

1. To provide financial support to the Jefferson Carnegie Library.
2. Marion County shall make contribute a sum to be determined annually by the Commissioners Court. (\$7500 for 2024)
3. Marion County's contribution in support of the Jefferson Carnegie Library shall be made to the library directly.
4. The City of Jefferson shall provide financial support for the Jefferson Carnegie Library apart from the County's contribution.

This agreement, and the terms set forth above constitute the entire agreement regarding these matters between the City of Jefferson and Marion County and all prior negotiations, discussions, and understandings have been merged and made a part hereof. There are no oral agreements or understandings, which survive the execution of the written agreement.

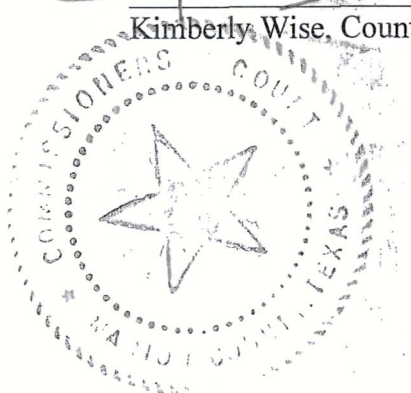
WITNESS THE EXECUTION HEREOF, in duplicate, this **20** day of December, 2023.

Marion County, Texas

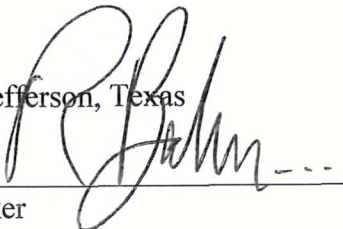

Leward J LaFleur
County Judge

Attest:


Kimberly Wise, County Clerk



City of Jefferson, Texas


Rob Baker
Mayor

Attest:


Melissa Boyd, City Secretary



301 W. Lafayette

903-665-8911

Jefferson Carnegie Library

Jefferson, Texas 75657

THE STATE OF TEXAS

COUNTY OF MARION

This contract and agreement is entered into under authority of V.T.C.A., Government Code 323.011, and is to be effective as of the 1st day of January, 2024 by and between Marion County, Texas a political subdivision of Texas, hereinafter called COUNTY and the Jefferson Library and Museum Association, a Texas non-profit corporation, with offices in Marion County, Texas acting herein by its Director, Peter Kuchta, hereinafter referred to as LIBRARY, whereby the parties' contract and agree to the following:

WITNESSETH:

1. This contract and agreement shall remain in full force and effect for a period of ONE (1) YEAR, beginning on the 1st day of January, 2024, unless sooner terminated as provided for by V.T.C.A., Government Code 323.011.
2. The LIBRARY, being an established library, agrees to assume the function of a free library for the County of Marion, Texas, and to furnish library service to all citizens of said county without charge under identical conditions.
3. The COUNTY agrees to designate the LIBRARY as the public agent of the COUNTY for the purpose of providing services to the residents of said county. The LIBRARY is thereby empowered to adopt all policies and procedures for the use of the public library by the residents of said county.
4. In consideration for such services mentioned above, the COUNTY agrees to budget each year an amount of funds to be determined annually by the County Commissioners Court. The appropriation will be based upon a budget submitted to the COUNTY by the LIBRARY in accordance with requirements set by the COUNTY.
5. It is agreed that this contract may be renewed and extended at the termination of same for an additional period of time upon terms and conditions to be agreed upon by the parties hereto.
6. It is further agreed that this contract may be terminated at any time by either party by giving written notice of such intentions six (6) months in advance of such termination.
7. All personal property, including books, furniture, equipment, files, and any and all other personal property acquired under the terms of this contract shall always be the personal property of the LIBRARY.

8. The LIBRARY agrees to provide the COUNTY with an annual audit of the financial accounts of the LIBRARY, showing both income and expenditures, and shall make available to the COUNTY any other reports of the financial condition of the LIBRARY as may be required by the COUNTY. County funds should be specifically identified in the annual audit.

9. It is agreed and understood by and between the contracting parties that all expenses, bills, and accounts incurred in the operation, maintenance, purchasing, and all accounts incident to the LIBRARY, shall be paid by the LIBRARY, and the COUNTY shall not be held liable for any debts of the LIBRARY.

10. The COUNTY shall not be held liable to the LIBRARY or to the LIBRARY's employees, patrons, or visitors, for any damage to person or property that might arise at the public library facility, and the LIBRARY agrees to hold the COUNTY blameless from any and all claims arising at such premises.

11. The LIBRARY agrees to furnish the COUNTY with an annual report of the performance and effectiveness of the LIBRARY in providing library services to the residents of Jefferson, Texas. Such report will be due at the close of the city's fiscal year.

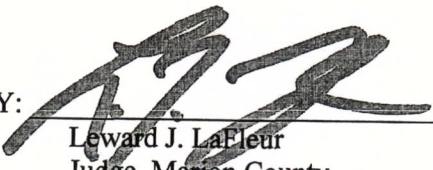
12. The LIBRARY retains the right to negotiate with other governmental bodies to provide library service and to receive sums for the same.

EXECUTED at Jefferson, Marion County, Texas on this 20 day of December 2023

COUNTY:

Marion County, Texas

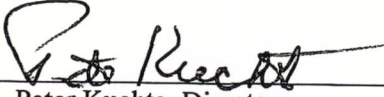
BY:


Leward J. LaFleur
Judge, Marion County

LIBRARY:

Jefferson Library and Museum Association

BY:


Peter Kuchta, Director

ATTEST:

BY:


Heather Dews

Exhibit "D"

CONTRACT FOR SERVICES

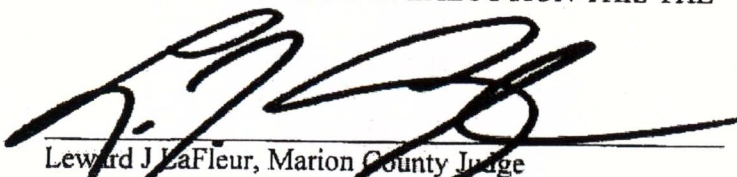
STATE OF TEXAS

COUNTY OF MARION

Marion County, a political subdivision of the State of Texas, acting by and through its County Judge and pursuant to authority granted by resolution duly adopted by its Commissioners Court in regular session on the 11th day of December, 2023, and Mims Ambulance Service a support agency operating in Marion County, Texas, herein called contracting agency, mutually covenant and agree:

1. That Marion County, Texas will pay to the contracting agency the sum of \$4000.00 for calendar year 2024. Payment shall be made upon acceptance and execution of this agreement by the contracting agency.
2. In consideration of the payment described above, the contracting agency agrees to furnish services stated to the residents of Marion County, without regard to race, creed, color or national origin.
3. The contracting agency further agrees to provide to Marion County, a copy of its annual budget for the current year, a financial statement showing receipts and disbursements during the preceding year of operation and semi-annual reports of activity to be due on July 1 and December 31, 2024.
4. The contracting agency agrees to indemnify and hold harmless Marion County from any and all claims or causes of action arising or to arise out of the operation of the contracting agency or the provision of services required by this agreement.
5. This agreement contains the full and complete agreement of the parties and any prior oral or written agreement, not recited herein, shall not be enforceable by either party.

WITNESS OUR HANDS IN EXECUTION THIS THE 11 day of December, 2023.



Leward J. LaFleur, Marion County Judge



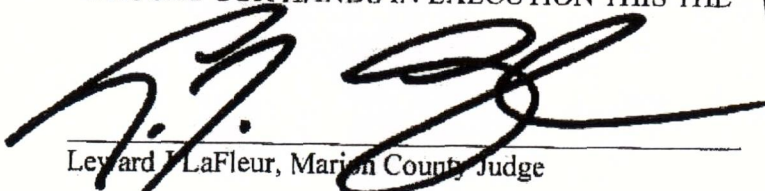
Mims Ambulance Service

CONTRACT FOR SERVICES**STATE OF TEXAS****COUNTY OF MARION**

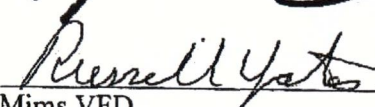
Marion County, a political subdivision of the State of Texas, acting by and through its County Judge and pursuant to authority granted by resolution duly adopted by its Commissioners Court in regular session on the 11th day of December, 2023 and Mims Volunteer Fire Department a support agency operating in Marion County, Texas, herein called contracting agency, mutually covenant and agree:

1. That Marion County, Texas will pay to the contracting agency the sum of \$11,000.00 for calendar year 2024. Payment shall be made upon acceptance and execution of this agreement by the contracting agency.
2. In consideration of the payment described above, the contracting agency agrees to furnish services stated to the residents of Marion County, without regard to race, creed, color or national origin.
3. The contracting agency further agrees to provide to Marion County, a copy of its annual budget for the current year, a financial statement showing receipts and disbursements during the preceding year of operation and semi-annual reports of activity to be due on July 1 and December 31, 2024.
4. The contracting agency agrees to indemnify and hold harmless Marion County from any and all claims or causes of action arising or to arise out of the operation of the contracting agency or the provision of services required by this agreement.
5. This agreement contains the full and complete agreement of the parties and any prior oral or written agreement, not recited herein, shall not be enforceable by either party.

WITNESS OUR HANDS IN EXECUTION THIS THE 11 day of December, 2023.



Leyard LaFleur, Marion County Judge



Mims VFD

CONTRACT FOR SERVICES

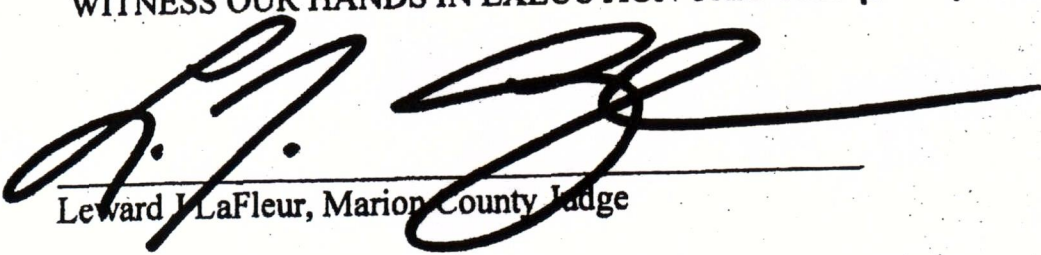
STATE OF TEXAS

COUNTY OF MARION

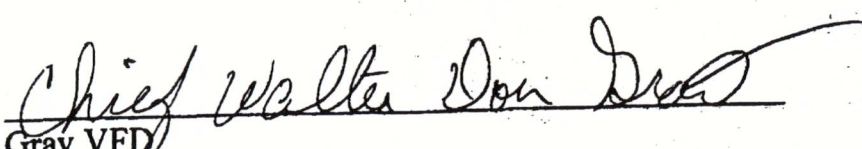
Marion County, a political subdivision of the State of Texas, acting by and through its County Judge and pursuant to authority granted by resolution duly adopted by its Commissioners Court in regular session on the 11th day of December, 2023, and Gray Volunteer Fire Department a support agency operating in Marion County, Texas, herein called contracting agency, mutually covenant and agree:

1. That Marion County, Texas will pay to the contracting agency the sum of \$6000.00 for calendar year 2024. Payment shall be made upon acceptance and execution of this agreement by the contracting agency.
2. In consideration of the payment described above, the contracting agency agrees to furnish services stated to the residents of Marion County, without regard to race, creed, color or national origin.
3. The contracting agency further agrees to provide to Marion County, a copy of its annual budget for the current year, a financial statement showing receipts and disbursements during the preceding year of operation and semi-annual reports of activity to be due on July 1 and December 31, 2024.
4. The contracting agency agrees to indemnify and hold harmless Marion County from any and all claims or causes of action arising or to arise out of the operation of the contracting agency or the provision of services required by this agreement.
5. This agreement contains the full and complete agreement of the parties and any prior oral or written agreement, not recited herein, shall not be enforceable by either party.

WITNESS OUR HANDS IN EXECUTION THIS THE 11 day of December, 2023.



Leward J. LaFleur, Marion County Judge



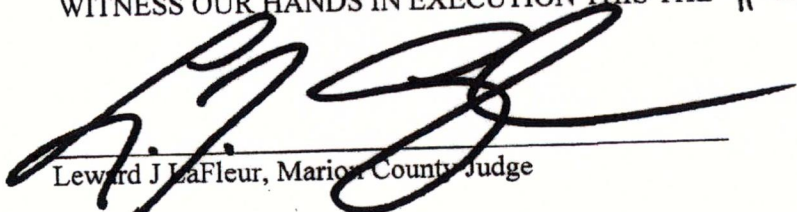
Chief Walter Don Darr
Gray VFD

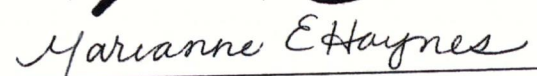
CONTRACT FOR SERVICES**STATE OF TEXAS****COUNTY OF MARION**

Marion County, a political subdivision of the State of Texas, acting by and through its County Judge and pursuant to authority granted by resolution duly adopted by its Commissioners Court in regular session on the 11th day of December, 2023 and Smithland Volunteer Fire Department, a support agency operating in Marion County, Texas, herein called contracting agency, mutually covenant and agree:

1. That Marion County, Texas will pay to the contracting agency the sum of \$6000.00 for calendar year 2024. Payment shall be made upon acceptance and execution of this agreement by the contracting agency.
2. In consideration of the payment described above, the contracting agency agrees to furnish services stated to the residents of Marion County, without regard to race, creed, color or national origin.
3. The contracting agency further agrees to provide to Marion County, a copy of its annual budget for the current year, a financial statement showing receipts and disbursements during the preceding year of operation and semi-annual reports of activity to be due on July 1 and December 31, 2024.
4. The contracting agency agrees to indemnify and hold harmless Marion County from any and all claims or causes of action arising or to arise out of the operation of the contracting agency or the provision of services required by this agreement.
5. This agreement contains the full and complete agreement of the parties and any prior oral or written agreement, not recited herein, shall not be enforceable by either party.

WITNESS OUR HANDS IN EXECUTION THIS THE 11 day of December, 2023.


Leward J LaFleur, Marion County Judge

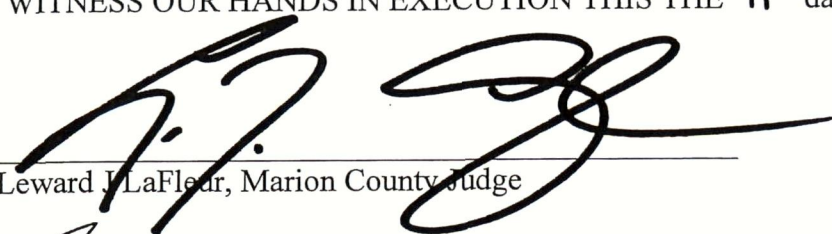

Marianne E Haynes
Smithland VFD

CONTRACT FOR SERVICES**STATE OF TEXAS****COUNTY OF MARION**

Marion County, a political subdivision of the State of Texas, acting by and through its County Judge and pursuant to authority granted by resolution duly adopted by its Commissioners Court in regular session on the 11th day of December, 2023 and South Shore Volunteer Fire Department a support agency operating in Marion County, Texas, herein called contracting agency, mutually covenant and agree:

1. That Marion County, Texas will pay to the contracting agency the sum of \$6000.00 for calendar year 2024. Payment shall be made upon acceptance and execution of this agreement by the contracting agency.
2. In consideration of the payment described above, the contracting agency agrees to furnish services stated to the residents of Marion County, without regard to race, creed, color or national origin.
3. The contracting agency further agrees to provide to Marion County, a copy of its annual budget for the current year, a financial statement showing receipts and disbursements during the preceding year of operation and semi-annual reports of activity to be due on July 1 and December 31, 2024.
4. The contracting agency agrees to indemnify and hold harmless Marion County from any and all claims or causes of action arising or to arise out of the operation of the contracting agency or the provision of services required by this agreement.
5. This agreement contains the full and complete agreement of the parties and any prior oral or written agreement, not recited herein, shall not be enforceable by either party.

WITNESS OUR HANDS IN EXECUTION THIS THE 11 day of December, 2023.



Leward J. LaFleur, Marion County Judge

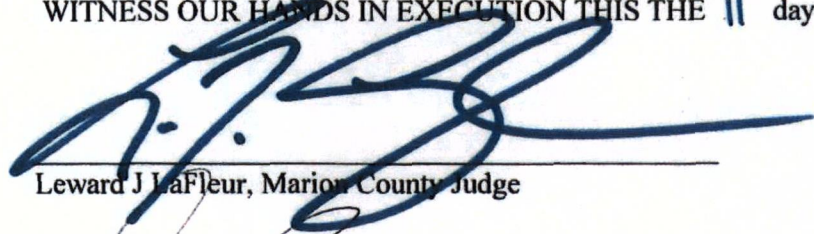
South Shore VFD

CONTRACT FOR SERVICES**STATE OF TEXAS****COUNTY OF MARION**

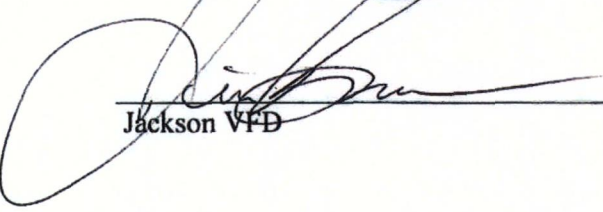
Marion County, a political subdivision of the State of Texas, acting by and through its County Judge and pursuant to authority granted by resolution duly adopted by its Commissioners Court in regular session on the 11th day of December, 2023 and Jackson Volunteer Fire Department a support agency operating in Marion County, Texas, herein called contracting agency, mutually covenant and agree:

1. That Marion County, Texas will pay to the contracting agency the sum of \$6000.00 for calendar year 2024. Payment shall be made upon acceptance and execution of this agreement by the contracting agency.
2. In consideration of the payment described above, the contracting agency agrees to furnish services stated to the residents of Marion County, without regard to race, creed, color or national origin.
3. The contracting agency further agrees to provide to Marion County, a copy of its annual budget for the current year, a financial statement showing receipts and disbursements during the preceding year of operation and semi-annual reports of activity to be due on July 1 and December 31, 2024.
4. The contracting agency agrees to indemnify and hold harmless Marion County from any and all claims or causes of action arising or to arise out of the operation of the contracting agency or the provision of services required by this agreement.
5. This agreement contains the full and complete agreement of the parties and any prior oral or written agreement, not recited herein, shall not be enforceable by either party.

WITNESS OUR HANDS IN EXECUTION THIS THE 11 day of December, 2023.



Leward J LaFleur, Marion County Judge



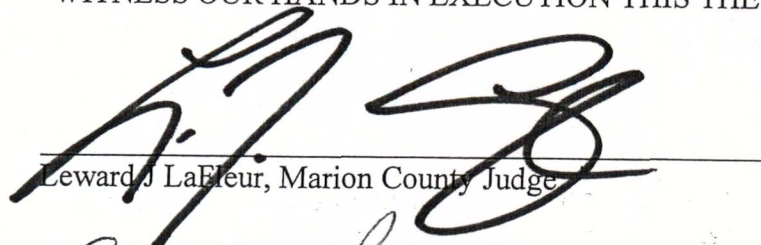
Jackson VFD

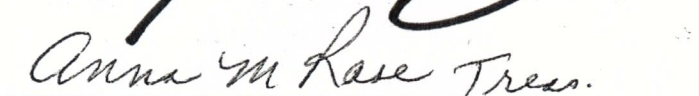
CONTRACT FOR SERVICES**STATE OF TEXAS****COUNTY OF MARION**

Marion County, a political subdivision of the State of Texas, acting by and through its County Judge and pursuant to authority granted by resolution duly adopted by its Commissioners Court in regular session on the 11th day of December, 2023 and Marion County Child Services a support agency operating in Marion County, Texas, herein called contracting agency, mutually covenant and agree:

1. That Marion County, Texas will pay to the contracting agency the sum of \$7000.00 for calendar year 2024. Payment shall be made upon acceptance and execution of this agreement by the contracting agency.
2. In consideration of the payment described above, the contracting agency agrees to furnish services stated to the residents of Marion County, without regard to race, creed, color or national origin.
3. The contracting agency further agrees to provide to Marion County, a copy of its annual budget for the current year, a financial statement showing receipts and disbursements during the preceding year of operation and semi-annual reports of activity to be due on July 1 and December 31, 2024.
4. The contracting agency agrees to indemnify and hold harmless Marion County from any and all claims or causes of action arising or to arise out of the operation of the contracting agency or the provision of services required by this agreement.
5. This agreement contains the full and complete agreement of the parties and any prior oral or written agreement, not recited herein, shall not be enforceable by either party.

WITNESS OUR HANDS IN EXECUTION THIS THE 11 day of December, 2023.


Edward J. LaFleur, Marion County Judge

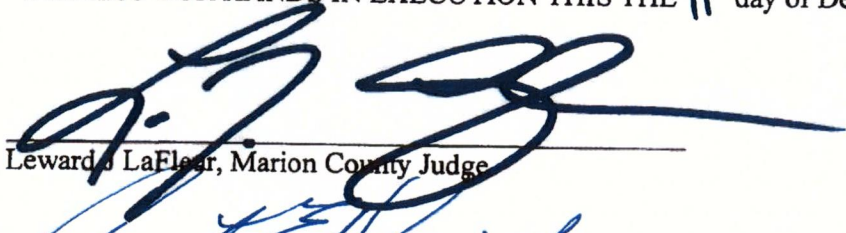

Anna M. Rose, Treas.
Marion County Child Services

CONTRACT FOR SERVICES**STATE OF TEXAS****COUNTY OF MARION**

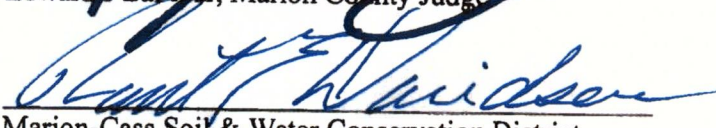
Marion County, a political subdivision of the State of Texas, acting by and through its County Judge and pursuant to authority granted by resolution duly adopted by its Commissioners Court in regular session on the 11th day of December, 2023 and Marion-Cass Soil & Water Conservation District a support agency operating in Marion County, Texas, herein called contracting agency, mutually covenant and agree:

1. That Marion County, Texas will pay to the contracting agency the sum of \$2000.00 for calendar year 2024. Payment shall be made upon acceptance and execution of this agreement by the contracting agency.
2. In consideration of the payment described above, the contracting agency agrees to furnish services stated to the residents of Marion County, without regard to race, creed, color or national origin.
3. The contracting agency further agrees to provide to Marion County, a copy of its annual budget for the current year, a financial statement showing receipts and disbursements during the preceding year of operation and semi-annual reports of activity to be due on July 1 and December 31, 2024.
4. The contracting agency agrees to indemnify and hold harmless Marion County from any and all claims or causes of action arising or to arise out of the operation of the contracting agency or the provision of services required by this agreement.
5. This agreement contains the full and complete agreement of the parties and any prior oral or written agreement, not recited herein, shall not be enforceable by either party.

WITNESS OUR HANDS IN EXECUTION THIS THE 11 day of December, 2023.



Leward LaFleur, Marion County Judge



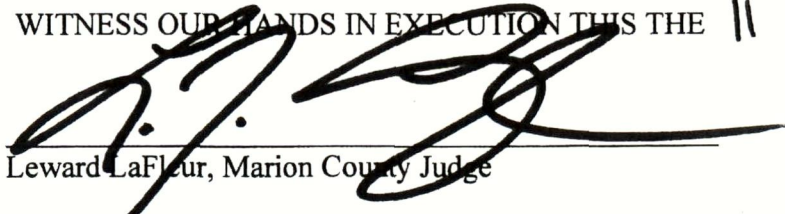
Marion-Cass Soil & Water Conservation District

CONTRACT FOR SERVICES**STATE OF TEXAS****COUNTY OF MARION**

Marion County, a political subdivision of the State of Texas, acting by and through its County Judge and pursuant to authority granted by resolution duly adopted by its Commissioners Court in regular session on the 11th day of December, 2023 and East Texas Council on Alcohol and Drugs a support agency operating in Marion County, Texas, herein called contracting agency, mutually covenant and agree:

1. That Marion County, Texas will pay to the contracting agency the sum of \$3000.00 for calendar year 2024. Payment shall be made upon acceptance and execution of this agreement by the contracting agency.
2. In consideration of the payment described above, the contracting agency agrees to furnish services stated to the residents of Marion County, without regard to race, creed, color or national origin.
3. The contracting agency further agrees to provide to Marion County, a copy of its annual budget for the current year, a financial statement showing receipts and disbursements during the preceding year of operation and semi-annual reports of activity to be due on July 1 and December 31, 2024.
4. The contracting agency agrees to indemnify and hold harmless Marion County from any and all claims or causes of action arising or to arise out of the operation of the contracting agency or the provision of services required by this agreement.
5. This agreement contains the full and complete agreement of the parties and any prior oral or written agreement, not recited herein, shall not be enforceable by either party.

WITNESS OUR HANDS IN EXECUTION THIS THE 11 day of December, 2023.


Leward LaFleur, Marion County Judge

ATTEST:

Keith Palmer

Digitally signed by Keith
Palmer
Date: 2024.01.02
10:28:28 -06'00'

East Texas Council on Alcohol and Drugs

CONTRACT FOR SERVICES

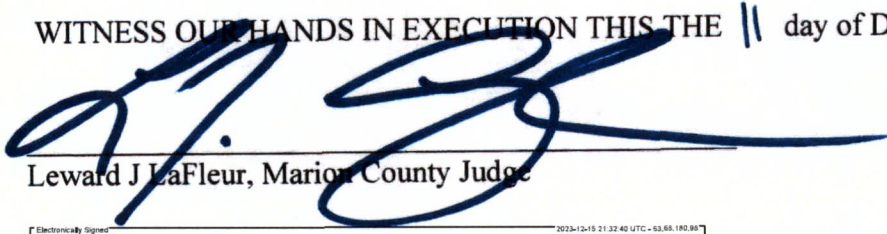
STATE OF TEXAS

COUNTY OF MARION

Marion County, a political subdivision of the State of Texas, acting by and through its County Judge and pursuant to authority granted by resolution duly adopted by its Commissioners Court in regular session on the 11th day of December, 2023 and Community HealthCore a support agency operating in Marion County, Texas, herein called contracting agency, mutually covenant and agree:

1. That Marion County, Texas will pay to the contracting agency the sum of \$7500.00 for calendar year 2024. Payment shall be made upon acceptance and execution of this agreement by the contracting agency.
2. In consideration of the payment described above, the contracting agency agrees to furnish services stated to the residents of Marion County, without regard to race, creed, color or national origin.
3. The contracting agency further agrees to provide to Marion County, a copy of its annual budget for the current year, a financial statement showing receipts and disbursements during the preceding year of operation and semi-annual reports of activity to be due on July 1 and December 31, 2024.
4. To the extent allowed by the Texas law. The contracting agency agrees to indemnify and hold harmless Marion County from any and all claims or causes of action arising or to arise out of the operation of the contracting agency or the provision of services required by this agreement.
5. This agreement contains the full and complete agreement of the parties and any prior oral or written agreement, not recited herein, shall not be enforceable by either party.

WITNESS OUR HANDS IN EXECUTION THIS THE 11 day of December, 2023.


Leward J LaFleur, Marion County Judge

Electronically Signed: 2023-12-15 21:32:40 UTC - 63.68.182.89
Inman White
Nintex AssureSign® 1185c191-5145-472a-84ac-a089d173a3e9

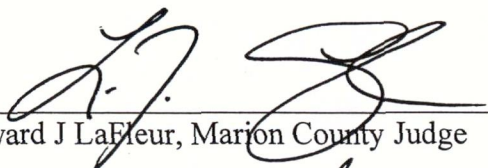
Community HealthCore

CONTRACT FOR SERVICES**STATE OF TEXAS****COUNTY OF MARION**

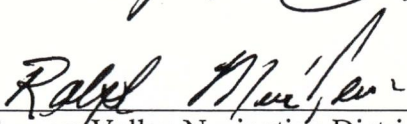
Marion County, a political subdivision of the State of Texas, acting by and through its County Judge and pursuant to authority granted by resolution duly adopted by its Commissioners Court in regular session on the 11th day of December, 2023 and Cypress Valley Navigation District a support agency operating in Marion County, Texas, herein called contracting agency, mutually covenant and agree:

1. That Marion County, Texas will pay to the contracting agency the sum of \$7500.00 for calendar year 2024. Payment shall be made upon acceptance and execution of this agreement by the contracting agency.
2. In consideration of the payment described above, the contracting agency agrees to furnish services stated to the residents of Marion County, without regard to race, creed, color or national origin.
3. The contracting agency further agrees to provide to Marion County, a copy of its annual budget for the current year, a financial statement showing receipts and disbursements during the preceding year of operation and semi-annual reports of activity to be due on July 1 and December 31, 2024.
4. The contracting agency agrees to indemnify and hold harmless Marion County from any and all claims or causes of action arising or to arise out of the operation of the contracting agency or the provision of services required by this agreement.
5. This agreement contains the full and complete agreement of the parties and any prior oral or written agreement, not recited herein, shall not be enforceable by either party.

WITNESS OUR HANDS IN EXECUTION THIS THE 11 day of December, 2023.



Leward J LaFleur, Marion County Judge



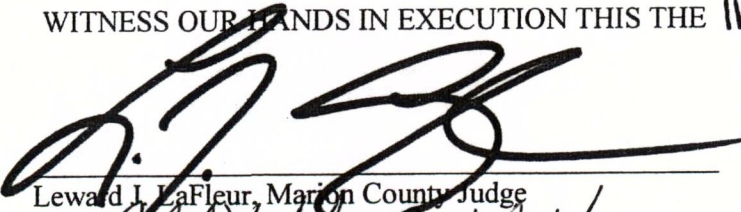
Cypress Valley Navigation District

CONTRACT FOR SERVICES**STATE OF TEXAS****COUNTY OF MARION**

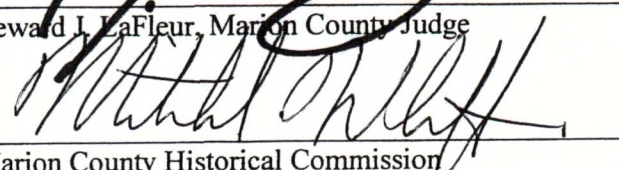
Marion County, a political subdivision of the State of Texas, acting by and through its County Judge and pursuant to authority granted by resolution duly adopted by its Commissioners Court in regular session on the 11th day of December, 2023 and Marion County Historical Commission a support agency operating in Marion County, Texas, herein called contracting agency, mutually covenant and agree:

1. That Marion County, Texas will pay to the contracting agency the sum of \$2000.00 for calendar year 2024. Payment shall be made upon acceptance and execution of this agreement by the contracting agency.
2. In consideration of the payment described above, the contracting agency agrees to furnish services stated to the residents of Marion County, without regard to race, creed, color or national origin.
3. The contracting agency further agrees to provide to Marion County, a copy of its annual budget for the current year, a financial statement showing receipts and disbursements during the preceding year of operation and semi-annual reports of activity to be due on July 1 and December 31, 2024.
4. The contracting agency agrees to indemnify and hold harmless Marion County from any and all claims or causes of action arising or to arise out of the operation of the contracting agency or the provision of services required by this agreement.
5. This agreement contains the full and complete agreement of the parties and any prior oral or written agreement, not recited herein, shall not be enforceable by either party.

WITNESS OUR HANDS IN EXECUTION THIS THE 11 day of December, 2023.



Leward J. LaFleur, Marion County Judge



Marion County Historical Commission

Exhibit "E"

November 29, 2023

Marion County Commissioner
102 West Austin Street
Suite 205
Jefferson, Texas 75657

VIA CERTIFIED MAIL

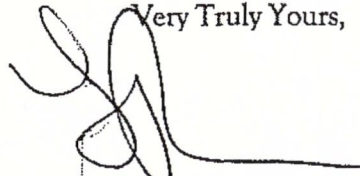
Re: Squirrel Nest Lane, Marion County, Texas

Dear Commissioner,

My husband, Ethan Brock, and I, are the owners of Lots 1 and 2, Block B of Lake Stratford Hunting and Fishing Lodge Estates. As more fully shown on the enclosed plat map, Squirrel Nest Lane is a 60' road right of way that lies adjacent to our lots and was formally dedicated to the county in 1964. This road right of way has never been cut, used, or maintained by any individual or Marion County since its inception. Please accept this letter as our formal request to have the road formally abandoned and removed from the County Road Index Map Book.

Should you have any questions or concerns, please do not hesitate to reach out to me at 318-780-1809.

Very Truly Yours,


Taylor Parker

Enclosures as stated

cc: Sandra Wright
Judge Leward J. LaFleur

6/21/2007
Road Name / Number

Marion County Road Index
Grid Map Page #

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MGR-3306

MGR-3307

MGR-3307

MGR-3309

MGR-3309

Squirrel Nest

Quail

Pine Springs

MGR-3342

MGR-3342

MGR-3342

26

MGR-3306

Exhibit "F"

RESOLUTION

A RESOLUTION OF THE MARION COUNTY COMMISSIONERS COURT, OPPOSING THE DEVELOPMENT OF THE PROPOSED MARVIN NICHOLS RESERVOIR; REQUESTING REMOVAL OF THE PROJECT FROM THE STATEWIDE WATER PLAN; URGING THE DALLAS-FORT WORTH METROPLEX TO UTILIZE CONSERVATION, REUSE, AND EXISTING WATER RESOURCES FOR THEIR REGIONAL WATER SUPPLY.

WHEREAS, the Marvin Nichols Reservoir, proposed on the main stem of the Sulphur River in Red River, Titus and Franklin Counties would flood approximately 66,000 acres of hardwood and upland forest, pasture and farmland, and wetlands; and

WHEREAS, an estimated 130,000 additional acres would be removed from private land ownership for mitigation required by the federal government; and

WHEREAS, this project would force local property owners off thousands of acres of family lands, drown resources that would devastate the timber and agriculture-based economy in the region, negatively impact wildlife habitat and inundate archaeological and historic sites and cemeteries; and

WHEREAS, those promoting the reservoir can use eminent domain to force one of the biggest transfers of private land to public in modern history; and

WHEREAS, the private land lost to the proposed Marvin Nichols Reservoir would negatively impact local tax bases and jeopardize funding for our schools and communities; and

WHEREAS, reducing the watershed of the Sulphur River Basin would negatively impact existing manufacturing operations and could make it difficult to attract new industry to the region; and

WHEREAS, at least 80 percent of the water would be piped 150 miles to the Dallas-Fort Worth Metroplex, a region that could do more to conserve water and leverage existing sources of water regionally; and

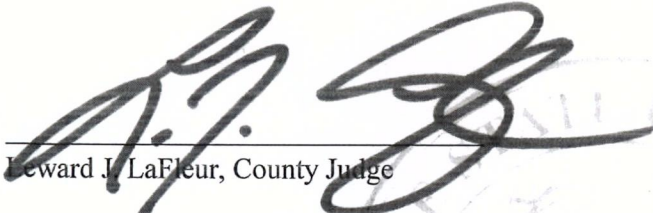
WHEREAS, the time frame for development of the project has been moved forward in the 2022 State Water Plan; and

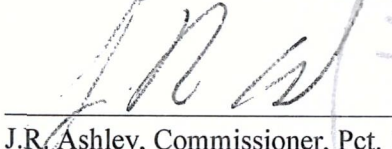
WHEREAS, the proposed Marvin Nichols Reservoir poses a serious threat to the people, economy, and natural character of Northeast Texas.

NOW, THEREFORE, BE IT RESOLVED THAT:

THE MARION COUNTY COMMISSIONERS COURT IS OPPOSED TO THE DEVELOPMENT OF THE MARVIN NICHOLS RESERVOIR, REQUESTS THAT THE PROJECT BE REMOVED FROM THE STATEWIDE WATER PLAN, AND THAT THE DALLAS-FORT WORTH METROPLEX (REGION C) UTILIZE CONSERVATION, REUSE AND ALTERNATIVE, EXISTING WATER RESOURCES FOR ITS REGIONAL WATER SUPPLY.

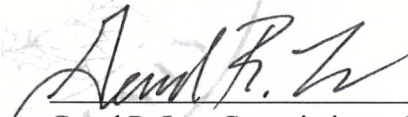
APPROVED on this 11th day of December, 2023


Edward J. LaFleur, County Judge

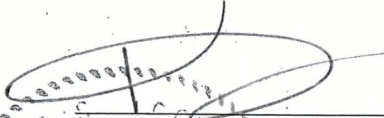

J.R. Ashley, Commissioner, Pct. 1

Absent
Jacob Pattison, Commissioner, Pct. 2


Ralph Meisenheimer, Commissioner, Pct. 3


Gered R. Lee, Commissioner, Pct. 4

Attest:


Kimberly Wise
County Clerk

