

102 West Austin Street, Suite 205
Jefferson, Texas 75657



FILED FOR RECORD

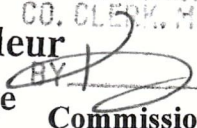
23 DEC 21 PM 2:08 (903) 665-3261
Fax (903) 665-8732

KIMBERLY WISE
CO. CLERK, MARION CO.

Hon. Leward J. LaFleur

Marion County Judge

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

BY  DEPUTY
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 29th 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. Prayer by Dr. J. Blair Blackburn, President of East Texas Baptist University.
2. Pledges of the American and Texas Flag.
3. Consent agenda:
 - a. Consider approval of minutes – December 11, 2023, December 14, 2023, December 21, 2023
 - b. Court to examine all accounts and reports relating to finances of County
 - c. Court to audit and settle all accounts against County and direct their payment
 - d. County Auditor to make financial report
4. Special presentation by the County Judge.
5. Enter into record Continuing Education 2023 for Karen G. Jones, Tax Assessor-Collector as required by Texas Tax Code section 6.231(d).
6. Hear any updates and take any necessary action on Cypress River Airport.
7. Presentation by Marion County, AgriLife Extension Agent, Doug Weir, regarding Agriculture and Natural Resources, Marion County Youth Agriculture and Natural Resources, and 2023 CEA Annual Achievement Report.
8. Ratify approval of FY'24 Regional Evaluation Services for Juveniles (RESFJ) through ETCOG in aid of the Office of Governor Grant No SF-2541712 from September 1, 2023 – August 31, 2024, signed by County Judge November 30, 2023.
9. Consider approval of mileage rate for 2024.
10. Consider for approval salary ranges of employees for 2024.
11. Consider for approval end of year transfers/amendments as presented by Auditor.
12. Consider for approval Marion County Employee Handbook for 2024.
13. Consider for approval Pitney Bowes Postage Machine lease renewal for Tax Office, authorizing the Tax Assessor-Collector to sign.

14. Consider for approval Interlocal Agreement with City of Jefferson covering shared services and responsibilities.
15. Enter into Executive Session per local Government Code Sec. 551.072 regarding real estate.
16. Discuss and take necessary action regarding real estate.



Leward J. LaFleur
County Judge
Marion County, Texas

MINUTES OF MARION COUNTY COMMISSIONERS' COURT
DECEMBER 29, 2023

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on December 29, 2023. All members present with County Judge Leward LaFleur presiding.

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

ITEM NO. 1

PRAYER BY DR. J. BLAIR BLACKBURN, PRESIDENT OF EAST TEXAS BAPTIST UNIVERSITY.

ITEM NO. 2

PLEDGES OF THE AMERICAN AND TEXAS FLAG.

ITEM NO. 3

CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF MEETINGS FROM DECEMBER 11, 2023, DECEMBER 14, 2023, DECEMBER 21, 2023.**
- b. ORDER TO EXAMINE ALL ACCOUNTS AND REPORTS RELATING TO FINANCES OF THE COUNTY**
- c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT**
- d. COUNTY AUDITOR TO MAKE FINANCIAL REPORT**

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

ITEM NO. 4**SPECIAL PRESENTATION BY THE COUNTY JUDGE.**

Presentation Only

ITEM NO. 5**ENTER INTO RECORD CONTINUING EDUCATION 2023 FOR KAREN G. JONES,
TAX ASSESSOR-COLLECTOR AS REQUIRED BY TEXAS TAX CODE SECTION
6.231(d).**

No Action Taken
Exhibit "A"

ITEM NO. 6**ORDER APPROVING THE DIRT WORK AT THE AIRPORT NOT TO EXCEED
\$22,000.00.**

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

ITEM NO. 7**PRESENTATION BY MARION COUNTY, AGRILIFE EXTENSION AGENT, DOUG
WEIR, REGARDING AGRICULTURE AND NATURAL RESOURCES, MARION
COUNTY YOUTH AGRICULTURE AND NATURAL RESOURCES, AND 2023 CEA
ANNUAL ACHIEVEMENT REPORT.**

No Action Taken
Exhibit "B"

ITEM NO. 8**ORDER TO RATIFY APPROVAL OF FY'24 REGIONAL EVALUATION SERVICES
FOR JUVENILES (RESFJ) THROUGH ETCOG IN AID OF THE OFFICE OF
GOVERNOR GRANT NO SF-2541712 FORM SEPTEMBER 2023 – AUGUST 2024,
SIGNED BY OUR COUNTY JUDGE.**

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

ITEM NO. 9**ORDER APPROVING MILEAGE RATE FOR 2024 AT THE DOLLAR AMOUNT OF 66.5 CENTS PER MILE.**

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

Exhibit "D"

ITEM NO. 10**ORDER APPROVING SALARY RANGES OF EMPLOYEES FOR 2024 INCLUDING A \$15.00 AN HOUR PAY SCALE FOR ANY PRIOR ELECTED OFFICIAL OR DEPARTMENT HEAD.**

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

Exhibit "E"

ITEM NO. 11**ORDER APPROVING END OF YEAR TRANSFERS/AMENDMENTS AS PRESENTED BY AUDITOR.**

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

Exhibit "F"

ITEM NO. 12**ORDER APPROVING MARION COUNTY EMPLOYEE HANDBOOK FOR 2024.**

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

Exhibit "G"

ITEM NO. 13**ORDER APPROVING PITNEY BOWES POSTAGE MACHINE LEASE RENEWAL FOR TAX OFFICE, AUTHORIZING OUR TAX ASSESSOR-COLLECTOR TO SIGN A 5 YEAR LEASE BEGINNING JANUARY 2024.**

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

Exhibit "H"

ITEM NO. 14

**ORDER APPROVING INTERLOCAL AGREEMENT WITH CITY OF JEFFERSON
COVERING SHARED SERVICES AND RESPONSIBILITIES.**

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

Exhibit "I"

ITEM NO. 15

**ENTER INTO EXECUTIVE SESSION PER LOCAL GOVERNMENT CODE
SEC.551.072 REGARDING REAL ESTATE.**

Entered at 9:43 a.m.
Came out at 9:59 a.m.

ITEM NO. 16

ORDER TO APPROVE THE JUDGE TO NEGOTIATE WITH REAL ESTATE.

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

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 10:00 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



**Tax Assessor-Collector Association
Professional County Assessor-Collector
Maintenance Transcript**
Reporting Period: 1/1/2023 - 12/31/2023

Hon. Karen Gale Jones
Tax Assessor-Collector
Marion County
PO Box 907
Jefferson, TX 75657

ID: 226351
Phone: (903) 665-3281
Fax: (903) 665-8732
Enrolled Date: 01/01/2017

In order to retain this designation, the TACA Active member must earn 20 Continuing Education Hours annually. A maximum of 10 hours may be carried forward if you earn more than the required 20.

Date	Description	Earned Hours
01/01/2023	Excess hours carried from 2022	10.00
05/23/2023	Truth in Taxation	2.00
06/06/2023	Ethics for County Tax Assessor-Collectors (taken at TACA Conference)	0.00
06/07/2023	89th Annual Tax Assessor-Collectors Association Conference	11.00
08/02/2023	41st Annual Election Law Seminar for County Election Officials	17.25
08/09/2023	Cybersecurity	1.00
Total Hours for Year:		41.25

You have met your education requirements for the period 01/01/2023 - 12/31/2023.

You may carry forward to the next reporting period 10.00 hours.

Agriculture and Natural Resources 2022-2023

MARION COUNTY
Doug Weir | CEA-AG/NR

RELEVANCE

Agriculture is one of the main sources of income for Marion County Livestock and forage production is a \$6.6 million dollar industry in Marion County. Timber is a \$6 million dollar industry in Marion County. Livestock, forage, and timber enterprises are affected by climate status as well as market variability. Livestock production, improved pastures, soil fertility, and small grains for grazing are an important part of the agricultural makeup of Marion County. The ever-changing dynamics of livestock and forage production present difficult decisions for producers. Changes in the marketplace, weather, and input costs all affect the bottom line of our Beef and Forage producers.

\$6.6 Million dollar industry in Marion County

280 properties identified as Farms in Marion County. 178 acres is the average size of a farm in Marion County. Marion County producers along with new landowners continue to seek out new information in order to adapt and adopt new practices to prevent loss in production. The Agriculture and Natural Resources Committee worked hard in identifying and planning programs to benefit from.

RESPONSE

The Marion County Agriculture and Natural Resource Committee provided leadership in planning, implementation and evaluation of all livestock, forage and timber programs. Livestock, forage and timber producers increased their knowledge and adoption of practices through livestock, forage and timber workshops in the areas of livestock, forage and timber production.

Target Audience

- 446 producers in Marion County
- 140 producers identify as new or beginners
- 280 Male
- 166 Female

Partnerships & Collaborators

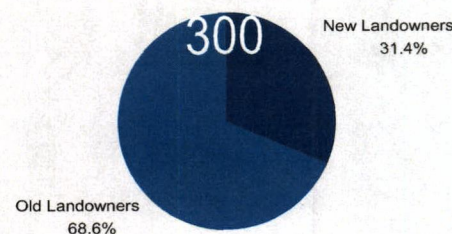
Texas A&M AgriLife Extension Service would like to recognize the partnership with the Marion County Leadership Advisory Board, Agriculture and Natural Resources Committee, Marion- Cass Soil and Water Conservation District, Marion County Farm Bureau, and Lone Star Ag Credit.

VALUE STATEMENT

Livestock Production

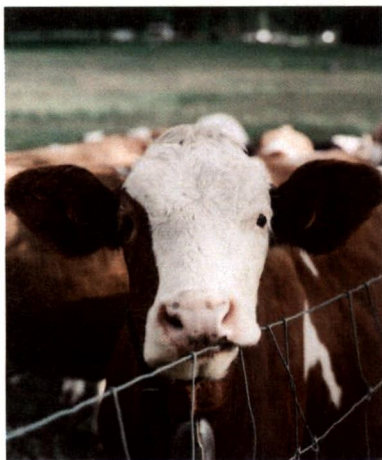
Texas A&M AgriLife Extension programs targeted to large- and small-scale livestock producers help generate safer food and fiber products with maximum efficiency. The result is quality, consistent, affordable products and industries that support the state's rural economies.

31.4%
446 FARMERS
Are new landowners in
Marion County



Response

- Cattle Herd and Pasture Management- **5 Participants**
- Marion-Cass Forestry Forum- **18 participants**
- Pineywoods Hay show- **35 participants**
- Fruit, Nut, and Vegetable Conference-**138 participants**
- East Region AgriLife Conference- **641 participants**
- Pineywoods CEU Conference- **58 participants**
- Farm Pond Management Program -**22 participants**
- Fire in the forest-**18 participants**
- East Texas Timber Landowners Meeting-**23 participants**



Evaluation Strategy

Programs were evaluated using surveys that documented the change in attitude and behaviors after the program. Survey results exclude already adopted or not intended to adopt.

RESULTS

Farm Pond Management Program: 22 of 22 (100%) participants responded to the program survey.

- 19 of 22 (86.4%) Increased their knowledge of pond ecology.
- 19 of 22 (86.4%) Increased knowledge of importance of water quality.
- 19 of 22 (86.4%) Your level of knowledge of species stocking strategies.
- 19 of 22 participants (86.4 %) Increased knowledge of weed identification/control.
- 18 of 22 participants (85.7 %) Increased your knowledge of appropriate management practices needed to achieve your goals by attending this program.

Economic Impact: \$5,669 Total anticipated for the operation (Using cattle and acres)

Pineywoods CEU Program: 57 of 58 (98.3%) participants responded to the program survey.

- 44 of 52 (84.4%)- had an increase in knowledge in the use of prescribed burning to control weeds.
- 43 of 52 (82.4%)- had an increase in knowledge for Feral Hog control methods.
- 41 of 52 (78.8%)- had an increase in knowledge in damage caused by gophers.
- Results indicate that there were **12,774.5 acres** in production.

Economic Impact: 41 of 52 (78.8%) of the participants anticipated the mean individual economic impact of **\$3131.34**.

Future Programming

Future programs to be held in 2024 include connecting landowner to resources via Landowner Resource Programs. We will also continue to host programs that offers species-management strategies, specifically concerning wild pig abatement and various CEU programs.



For More Information:

Doug Weir

County Extension Agent
Marion County

903-665-2421
Doug.weir@ag.tamu.edu

RELEVANCE

As young generations become increasingly distant from the agricultural world, a significant number lack awareness of the vital role played by agriculture and its direct influence on their daily existence. To foster a lasting connection between the agricultural sector and the future leaders of our nation, it is imperative that we initiate educational efforts to enlighten our youth about the intricacies of food production.

The Agriculture Literacy Program, tailored for students residing in Marion County, is designed to offer a distinctive and enlightening educational experience. Through these program offerings, the youth of Marion County will gain a profound understanding of the origins of their food and clothing, as well as the multifaceted uses of agricultural and natural resource-based products.

RESPONSE

The Texas A&M AgriLife Extension Service worked with the Jefferson Elementary School third grade science teachers to do hatching chicks in the classroom, educational trunks and a Science of Agriculture Day at the school. Also Holding a Science of Agriculture Day at Country Day school in Jefferson and Christys Kids Daycare in Marshall and a multi county event.

These Programs include:

- Jefferson Elementary School hatching in the classroom – October 11- **42 Youth**
- Jefferson Elementary School Butterflies Flutter by Trunks March 6- **24 Youth**
- Jefferson Elementary School Wildlife Investigations Trunks March 6- **23 Youth**
- Jefferson Elementary School hatching in the classroom – April 4- **56 Youth**
- Jefferson Elementary School Science of Agriculture Day-May 17- **43 Youth**
- Country day school Science of Agriculture Day- June 9- **20 Youth**
- Harrison County - Bear Creek Smoke House Gilling 101- June 27- **18 Youth**
- Harrison County – Christys Kids Daycare Science of Agriculture Day- June 30- **20 Youth**

Educational Wildlife Trunks total- **47 Youth**

Agriculture Science Day total- **83 Youth**

PARTNERSHIPS & COLLABORATORS

Texas A&M AgriLife Extension Service would like to recognize the partnership with the Marion County Leadership Advisory Board, Harrison County AgriLife Extension, Fred Peterson, Samuel Weiser, Cynthia McNeely, Brenda McVicar

VALUE STATEMENT

Science of Agriculture

Texas A&M AgriLife Extension Service “Science of Agriculture” programs teach youth about the role agriculture plays in the world and in their lives. Through their participation in these programs, youth become better educated voters and consumers.

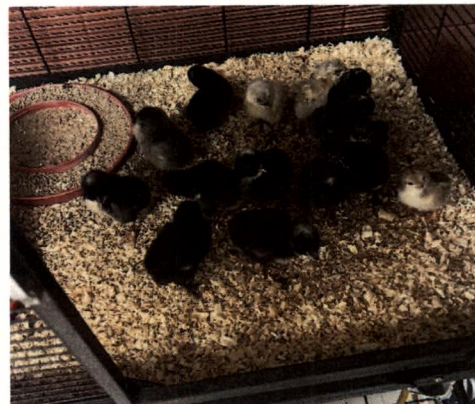
Marion County

90.7%

YOUTH DO NOT LIVE ON A FARM

9.3%

Live on a Farm



Evaluation Strategy

The programs underwent assessment through surveys that recorded the shift in youth knowledge before and after program participation. The findings of this evaluation demonstrated that the program offered a valuable learning experience for the students. Furthermore, the assessment results showed that the students acquired knowledge in the field of agriculture. The aspiration is that these students, as they mature into tomorrow's decision-makers, will develop a genuine appreciation for agriculture and the individuals responsible for producing our sustenance.

RESULTS

Question	Pre-Test % Correct	Post-Test % Correct	Overall % Increase
Educational Trunks- 47 Youth			
When observing a mammal's skull, which type of tooth indicates that the animal eats meat?	39.1%	95.7%	56.6%
Like all insects, a butterfly's body is made up of main parts.	45.8%	91.7%	45.9%
Some butterflies travel long distances to find warmer climates in the winter. This process is known as	50.0%	91.7%	41.7%
The sharp, curved bill of a Red-Tailed Hawk skull is adapted for eating?	60.9%	95.7%	34.8%

Science of Agriculture- 83 Youth			
Agriculture will be less important as our population gets larger, and more people live in the city.	41.2%	90.0%	75.8%
Agriculture affects your life if you eat or wear clothes.	29.4%	100.0%	70.6%
Agriculture touches my life every day.	35.3%	95.0%	59.7%
Agriculture is more than food.	41.2%	100.0%	58.8%
Ducks and Geese lay eggs, give feathers and meat for use.	52	100.0%	47.1%
	.9%		

Future Programming

In 2024, educational initiatives in Marion County will be directed towards the youth, encompassing activities such as a springtime school garden, as well as programs involving classroom hatching and exploration of the science behind agriculture.





For More Information:
Doug Weir
 County Extension Agent
 Marion County
 903-665-2421
Doug.weir@ag.tamu.edu

Making a Difference

CEA Annual Achievement Report (2023)

Doug Weir, CEA-AG/NR, Marion

In-Depth Program Planning (Also attach In-Depth Summary(ies))

- ❖ One Extension Planning Committee in addition to Leadership Advisory Board (LAB):
 - Ag and Natural Resource Committee (4 members that met 2 times in 2023)
Represents 3 of 4 precincts.
 - Member's planned, hosted at Extension Office, facilitated (registration).
 - Fair Board Advisor, LAB,
 - Multi-County programs addressing in-depth plans include:
 - East Region AgriLife Conference and Expo
 - East Texas Fruit, Nut, and vegetable Conference
 - Piney woods CEU Program
 - Marion-Cass Farm Pond Program
 - Fire in the Forest
 - East Texas Timber Landowners Meeting
 - Bee Swarm Capture Method Demonstration
 - Educational Wildlife trunks
 - Hatching in the Classroom
 - Ag of Science Day
 - Utilized input for program planning from the following:
 - Extension Committees
 - Extension Specialists
 - Industry representatives
 - Key stakeholders
- ❖ Collaborated with the following entities:
 - Texas Parks & Wildlife
 - USDA – NRCS

In-Depth Program Implementation

- ❖ Taught majority of 3 of the group meetings in In-Depth plans.
- ❖ Teaching methods included:
 - Live presentations
 - Result Demonstrations
- ❖ Branded programs by means of
 - Newspaper
 - Mail out and Email

Making a Difference

- Social Media
- Flyers
- ❖ Utilized 3 result demonstrations in In-Depth programming.
Horse Fly Demonstration, house Fly Demonstration and testing honeybee traps with pheromones.

In-Depth Program Evaluation

- ❖ Utilized retrospective post, personal interviews, and survey evaluations methods.
- ❖ Met with Master Naturalist at their officer election meeting and went to meetings.

Outreach Program Summary

Texas Master Naturalist-Cypress Basin

- ❖ Serve as Adviser

- ❖ Recognize committee members informally at regular committee meetings.

4-H Grows

- ❖ Marion County Fair- I serve on the Board as the Youth Project adviser.
- ❖ District 4-H events (Horse Judging, Roundup)

Accountability and Interpretation

- ❖ Most monthly reports were on time.
- ❖ Branding of AgriLife Extension occurred via signage, printed materials, and personal attire to stakeholders and local Extension events.
- ❖ Communicated achievements & efforts thru newspapers, flyers, and social media.

Volunteer Management and Engagement

LAB- 2, Ag Committee-2, Master Naturalist-62
(3,406hrs.) 4-H-, Demo-3.

Making a Difference

Other Human Resources

- ❖ Provided regular feedback.
- ❖ Reviewed appropriate policies, rules and guidelines relating to both the county and AgriLife.

Material Resource Development

- ❖ Received level funding from County Court
- ❖ Meals Donated for Extension Programs
- ❖ Donations of eggs for hatching in the classroom
- ❖ Donations of beehive frames for research trial

Internal Relationships

- ❖ The Marion County Extension Office has a very positive work environment with outstanding relationships between myself and other county offices.
- ❖ Effectively collaborate with Master volunteers, 4-H volunteers, and other random/episodic volunteers.
- ❖ Evidence of programs developed jointly with neighboring counties as well as district and state specialists.
- ❖ We offer a variety of multi-disciplinary and multicounty programs offered across cultural boundaries in Marion County.

External Relationships

- ❖ National/Federal partnerships - USDA – Natural Resources Conservation Service
- ❖ State Partnerships - Texas Forest Service; Texas Parks & Wildlife; Texas Department of Agriculture; Texas Forest Association; Texas Farm Bureau
- ❖ County Level Partnerships - Marion County officials (elected and appointed), Jefferson Chamber of Commerce
- ❖ Municipal and other local partnerships – Farmers Market and Civic Organizations

Educational programs of the Texas A&M AgriLife Extension Service are open to all people without regard to race, color, sex, religion, national origin, age, disability, genetic information, or veteran status. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

Making a Difference

Other Teamwork Examples

- ❖ Actively help in joint D-5 TCAAA programs.
- ❖ Actively support 4-H.

Professional Development

- ❖ TCAAA - Member.
- ❖ Spring and Fall Dist. Admin. Meetings
- ❖ 2 online meetings

Professionalism

As an agent with 11 years of experience, I make it my mission to assist newly hired Extension agent whenever they reach out to me, guiding them on effectively serving the county clientele. Additionally, I maintain regular communication with agents throughout the state, both seeking and offering assistance as needed. I am dedicated to upholding AgriLife's professional standards in all aspects of my work, including communication, appearance, handling disagreements, and conducting myself with utmost professionalism.

State of Texas

County of MARION

1. This contract is by and between the East Texas Council of Governments (ETCOG) and MARION COUNTY (hereinafter referred to as the County) and is in aid of the Office of the Governor (OOG) Grant No. SF-2541712, titled Regional Evaluation Services for Juveniles (RESFJ). It is understood by all parties that payment obligations created by this contract are conditioned upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations. The term of this contract shall commence on September 1, 2023, and end on August 31, 2024, unless amended, extended, or terminated earlier upon written notice by either party or as otherwise provided for in this contract.
2. ETCOG is responsible for monitoring the County and all terms and conditions of the RESFJ grant under this agreement. The County agrees to fully cooperate in the monitoring process and give the East Texas Council of Governments, the Office of the Governor, its designees, or auditors of the State of Texas access to and the right to audit, examine, copy all records (paper and electronic), books, papers, documents, accounting procedures, practices, and any other relevant materials associated with the performance of this agreement and permit access to all facilities, personnel, and other individuals and information as requested and/or necessary.
3. ETCOG and the County shall comply with any applicable federal, state, county, local, and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations in connection with its obligations under this Agreement.
4. The County will furnish the following:
 - a. Invoices for services rendered;
 - b. Information for progress reports; and
 - c. Proof of payment for all services.
5. The County will comply with the following:
 - a. **Return this signed contract to ETCOG by December 31st, 2023. If the County needs additional time to approve the required contract promptly notify ETCOG staff.** A fully executed copy of the contract will be sent to the County immediately after the signature of ETCOG's Executive Director.
 - b. Special Limitations - Attachment A.
 - c. Submission of signed Reimbursement Voucher (PDF attached) copy of Invoices/bill(s) for: Psychological and/or Psychiatric examination(s); Substance Abuse and/or Testing supplies/materials; Individual and/or Group Counseling services purchased; and the County Certification form to request reimbursement (Attachments B & C to Contract).
6. Payment under this contract will be made as follows: The County may purchase for youth referred to juvenile probation departments within the ETCOG region (1) psychological and/or psychiatric evaluation services, (2) Behavioral Management therapies including anger, child abuse, sex abuse via individual/group/and family outpatient/support services

(3) drug and/or alcohol testing/supplies purchased during the grant period of **September 1, 2023, through August 31, 2024.**

Funds to be reimbursed to each county shall be subject to the Special Limitations listed on Attachment A of this Contract. Total reimbursements to all participating Counties shall not exceed the total amount available in the current grant (\$37,400.00). The County shall submit to ETCOG **all** Reimbursement Vouchers with original signature(s) (see attached PDF), a copy of the invoice/bill for the above-listed services and/or supplies purchased, and the County Certification form with original signature(s) (Attachments B & C to Contract) when making a request for reimbursement. Reimbursement will normally be made to the County within 60 days of receipt by ETCOG and will only be made from current revenues available to ETCOG, from the OOG, in accordance with Texas Government Code, Section 791.011 (d)(3).

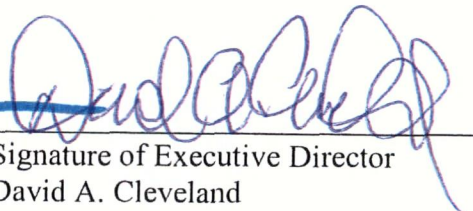
7. **If the County has not exhausted its allocated funds on or before August 15, 2024, said County shall notify ETCOG of that fact, and shall release its unused Allocated funds for redistribution to another county. Final requests for reimbursement from all Counties shall be provided to ETCOG no later than September 23, 2024.** The final report for this grant is due to CJD by September 30, 2024. ETCOG shall complete the report, using data from all Counties which have participated in the grant project.
8. In the event of default by the County, ETCOG may cancel or suspend the contract. In the event of a cancellation or suspension, the County shall be entitled to recover for services properly provided prior to the cancellation date.
9. ETCOG and the County understand that the OOG does not tolerate any type of fraud, waste, or misuse of funds received under this agreement. Any violations of law, policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event of a formal investigation or finding of fraud, waste, or misuse of funds the ETCOG is obligated to immediately notify the OOG and inform them of the status of any ongoing investigations.
10. The County agrees and understands that the choice of the counselor, selection of personnel, and treatment of individual juveniles is solely the responsibility of the County, and ETCOG has no liability or responsibility for conditions of treatment for any juveniles served.
11. The County agrees that **any and all OOG-approved services and/or supplies** shall be paid on a reimbursement basis, and claims for reimbursement shall reflect the actual, **reasonably priced** costs of services. No increment above the cost or profit shall be paid under this agreement. It is further agreed and understood that **reimbursement for actual costs shall not exceed the maximum amount established by the State. NOTE: Per the OOG, all individual consultants will be capped at \$81.25/hour not to exceed \$650.00/day.**
12. The County shall be solely responsible and liable for any and all loss or damages to persons, property, or the environment, including damages to ETCOG, and including reasonable attorney fees and court costs occasioned by the County's performance under this

contract. The County agrees to indemnify, to the extent permitted by law, and hold harmless ETCOG, its officers, directors, or employees against any and all claims arising out of or in any way related to services, or to the expenditure by the County or its subcontractor of funds under this contract. More specifically, the County shall indemnify and hold harmless ETCOG and its officers, agents and employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, whether based on constitutional, statutory, or common law, including, without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property arising out of or occasioned by the acts of the County or its agents, contractors, subcontractors, or employees in the performance of this contract. During each year while there is any liability by reason of this agreement, the County shall compute and ascertain the rate amount of tax which will be sufficient to raise and produce the money required to pay any sums which may be or become due during any such year, in no instance to be less than two percent (2%) of such obligation, together with all interest thereon, because of the obligation herein assumed. Said rate and amount of taxes to be levied for each year while any liability exists by reason of the obligation undertaken by this agreement and said tax shall be assessed and collected each year until all of the obligations herein incurred shall have been discharged and all liability hereunder discharged.

13. ETCOG and the County must retain all records in relation to this contract/grant and all supporting documentation (paper and electronic) **for a minimum of seven (7) years after receiving final payment on this contract/grant.**

EXECUTED this 30th day of November, 2023


Signature of County Judge


Signature of Executive Director
David A. Cleveland

Marion
Name of County

East Texas Council of Governments
Name of Grantee Agency

102 W. Austin St., Room 205
Address (street or post office box)

3800 Stone Road
Address (street or post office box)

Jefferson, Texas 75657
City State Zip

Telephone #

Kilgore, TX 75662
City State Zip

(903)218-6400
Telephone #

(903) 665-3261

IRS issues standard mileage rates for 2024; mileage rate increases to 67 cents a mile, up 1.5 cents from 2023

IR-2023-239, Dec. 14, 2023

WASHINGTON — The Internal Revenue Service today issued the 2024 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2024, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 67 cents per mile driven for business use, up 1.5 cents from 2023.
- 21 cents per mile driven for medical or moving purposes for qualified active-duty members of the Armed Forces, a decrease of 1 cent from 2023.
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2023.

These rates apply to electric and hybrid-electric automobiles as well as gasoline and diesel-powered vehicles.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving expenses for members of the armed forces](#).

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but generally must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the standard mileage rate is chosen.

[Notice 2024-08](#)  contains the optional 2024 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2024 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

Marion County Salary Ranges

Budget - Fiscal 2024

Department	Minimum	Maximum	SB22 Salary Supplement
Administration Office:			
Administrative Assistant	\$30,321	\$32,321	
County Clerk:			
Chief Deputy	\$30,321	\$32,321	
Clerk	\$28,546	\$30,546	
Max			\$62,867
District Clerk:			
Chief Deputy	\$30,321	\$32,321	
Clerk	\$28,546	\$30,546	
Max			\$62,867
Justice of the Peace Clerk	\$28,546	\$30,546	
County Attorney:			
Clerk - VOCC	\$28,546	\$30,546	7625
Assistant District Attorney	\$34,222	\$36,222	14784
Max			\$66,768
Victim of Crime Coordinator			7625
Investigator			52000
Tax Office:			
Chief Deputy	\$30,321	\$32,321	
Clerk	\$28,546	\$30,546	
Clerk	\$28,546	\$30,546	
Clerk	\$28,546	\$30,546	
Max			\$123,959
Sheriff:			
Administrative Assistant	31321	33321	
Chief Deputy	47513	49513	5487
Investigator	45430	47430	4570
Sergeant	44821	46821	3000
Deputy Sheriff	40155	42155	2845
Deputy Sheriff	40155	42155	2845
Deputy Sheriff	40155	42155	2845
Deputy Sheriff	40155	42155	2845
Deputy Sheriff	40155	42155	2845
Deputy Sheriff	40155	42155	2845
Captain - Jail Administrator	34899	36899	6601
Dispatcher-Jailer	33166	35166	4834
Dispatcher-Jailer	33166	35166	4834
Dispatcher-Jailer	33166	35166	4834
Dispatcher-Jailer	33166	35166	4834
Dispatcher-Jailer	33166	35166	4834
Dispatcher-Jailer	33166	35166	4834
Dispatcher - Jailer	33166	35166	4834
Dispatcher - Jailer	33166	35166	4834
Dispatcher - Jailer	33166	35166	4834
Dispatcher - Jailer	33166	35166	4834
Dispatcher - Jailer	33166	35166	4834
Max			\$853,740

Department	Minimum	Maximum	
Courthouse Security			
Deputy	34100	36100	8900
R&B #1			
Operator	\$33,709	\$35,709	
Truck Driver	\$32,564	\$34,564	
General Laborer	\$30,564	\$32,564	
			\$102,837
R&B #2			
Operator	\$33,709	\$35,709	
Truck Driver	\$32,564	\$34,564	
General Laborer	\$30,564	\$32,564	
Max			\$102,837
R&B #3			
Operator	\$33,709	\$35,709	
Truck Driver	\$32,564	\$34,564	
General Laborer	\$30,564	\$32,564	
Max			\$102,837
R&B #4			
Operator	\$33,709	\$35,709	
Truck Driver	\$32,564	\$34,564	
General Laborer	\$30,564	\$32,564	
Max			\$102,837
Sanitation		\$14.00 (624 hours)	(672) hours pct 2
Sanitation		\$8,736.00	9408
Anywhere between minimum wage (\$7.25) and below:			
Temporary r/b employee		\$17.00	
Part-time Motorgrader Operator		\$17.00	
Part-Time Road & Bridge Operator		\$14.50	
Part-time Road & Bridge Truck Driver		\$13.50	
Part-Time Clerical		\$13.50	
Part-Time Treasurer Clerk		\$15.00	
Part Time Deputy Sheriff		\$14.50	
Part-Time - Jailer - Dispatch - Bailiff		\$13.50	
Election workers		\$12.00	
election Judges		\$13.00	

Exhibit "F"

Marion County
12/31/2023
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
Year End Amendments to Balance Budget			increase	
General Fund				
	10.535.4107	overtime sherff	88425	
	10.537.4102	sanitation 1 salary	400	
	10.537.4348	sanitation 1 maint	20500	
	10.539.4348	sanitation 2 maint	24700	
	10.541.4348	sanitation 3 maint	5000	
	10.543.4102	sanitaion 4 salary	400	
	10.780.4781	transfer to bvp	5470	
	10.780.4734	tranfer to technology	40000	
	10.000.2861	appropriations		184895
Jury Fund				
	11.695.4470	jurors	4200	
	11.000.2861	appropriations		4200
Road & Bridge				
	15.622.4301	supplies	18675	
	15.000.2861	appropriations		18675
	15.623.4581	outlay	12750	
	15.000.2861	appropriations		12750
	15.624.4301	supplies	4000	
	15.624.4426	travel	1750	
	15.000.2861	appropriations		5750
Self Insurance				
	26.390.3915	transfer from r/b		21000
	26.621.4499	misc	21000	
Law Library				
	32.695.4499	misc	9061	
	32.000.2861	appropriations		9061
Technology Fund				
	34.390.3910	transfer from general		40000
	34.000.2861	appropriations	40000	
Kelly Park				
	37.525.4301	supplies	7000	
	37.695.4531	baseball park	1500	
	37.000.2861	appropriations		8500
Airport				
	39.683.4351	Fuel	14500	
	39.000.2861	Appropriations		14500
Record Management				
	52.525.4440	utilities	1500	
	52.000.2861	appropriations		1500

Marion County
12/31/2023
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
General				
County Judge	10.501.4103	cola stipend		500
	10.501.4106	extra help	500	
	10.501.4278	employee benefit	500	
	10.501.4298	official benefit	800	
	10.501.4301	supplies	3500	
	10.501.4426	travel	3100	
	10.501.4444	bonds	15	
	10.511.4298	jp2 benefits		7915
			8415	8415
County Clerk	10.503.4102	employee salary	13500	
	10.503.4106	extra help		10000
	10.503.4278	employee benefit	7200	
	10.503.4298	official benefit	900	
	10.503.4452	maint agreements	3750	
	10.503.4444	bonds	50	
	10.503.4301	supplies		3500
	10.503.4581	outlay	3750	
	10.503.4410	commitment fees		2000
	10.503.4426	travel		1900
	10.503.4408	data processing		2500
	10.517.4106	da extra help		5250
	10.505.4278	d clerk employee benefit		4000
			29150	29150
District Clerk	10.505.4102	employee salary		3200
	10.505.4298	official benefits	800	
	10.505.4452	maint agreement	2400	
			3200	3200
District court	10.507.4278	ct rpt benefits		2000
	10.507.4110	ct rpt salary	2000	
	10.507.4302	supplies	3100	
	10.507.4110	public defender		6000
	10.507.4414	civil attorney		3000
	10.507.4416	forensics	2200	
	10.507.4412	investigation	4300	
	10.507.4413	interpreters	1400	
	10.507.4426	travel		500
	10.507.4469	visitng judges		1500
			13000	13000

Marion County
12/31/2023
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
JP #1	10.509.4298	official benefits	800	
	10.509.4426	travel	440	
	10.509.4452	maint agreement	100	
	10.509.4420	telephone		400
	10.509.4301	supplies		440
	10.509.4103	colo stipend		500
			1340	1340
Jp #2	10.511.4452	maint agreement	100	
	10.511.4301	supplies		100
District Attorney	10.517.4420	telephone	500	
	10.517.4581	outlay	5000	
	10.517.4426	travel		1500
	10.517.4452	maint agreement	450	
	10.517.4103	cola stipend		1250
	10.517.4301	supplies		1000
	10.517.4106	extra help		2200
			5950	5950
Auditor	10.519.4301	supplies	50	
	10.519.4572	maint agreement	2000	
	10.519.4426	travel		600
	10.517.4298	da benefits		1450
			2050	2050
Treasurer	10.521.4301	supplies	850	
	10.521.4106	extra help		2000
	10.521.4298	official benefits	750	
	10.521.4444	bonds	400	
			2000	2000
Tax Office	10.523.4102	employee salaries		2050
	10.523.4106	extra help	8050	
	10.523.4298	official benefits	600	
	10.523.4107	overtime	850	
	10.523.4426	travel		1000
	10.523.4301	supplies	3000	
	10.523.4444	bonds		3600
	10.511.4298	official benefit		8000
	10.521.4278	employee benefit		2000
	10.523.4452	maint agreement		500
	10.523.4442	burglary insurance		350
	10.523.4581	outlay	5000	
			17500	17500

Marion County
12/31/2023
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
maintenance	10.525.4440	utilities	10000	
	10.525.4581	outlay	4300	
	10.525.4301	supplies	45000	
	10.525.4303	maintenance		25000
	10.525.4420	telephone		9000
	10.671.4455	redistricting		6750
	10.521.4426	travel		2800
	10.507.4414	civil attorney		12750
	10.525.4304	landscape		3000
			59300	59300
Constable 1	10.527.4298	official benefit	500	
	10.527.4301	supplies	700	
	10.527.4452	maint agreement	750	
	10.527.4351	fuel		1950
			1950	1950
Constable #2	10.529.4351	fuel		1600
	10.529.4298	official benefit	850	
	10.529.4452	maint agreement	750	
			1600	1600
sheriff	10.535.4102	employee salaries		60609
	10.535.4103	cola stipend		12500
	10.535.4107	overtime	12575	
	10.535.4298	official benefit	1000	
	10.535.4301	supplies	2500	
	10.535.4331	uniforms	1650	
	10.535.4336	inmate feeding	75000	
	10.535.4337	inmate medical	31000	
	10.535.4338	prisoner care		70000
	10.535.4351	fuel	6500	
	10.535.4108	holiday pay	5000	
	10.535.4439	auto insurance		1900
	10.535.4581	outlay	31434	
	10.535.4371	auto maint	15000	
	10.535.4422	communication	6100	
	10.535.4426	travel	600	
	10.535.4452	maintenance agreeemnt		27000
	10.507.4414	civil attorney		5850
	10.535.4444	bonds		580
	10.535.4453	911 maint		920
	10.535.4434	employee insurance		9000
			188359	188359

Marion County
12/31/2023
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
Extension	10.549.4581	outlay	1500	
	10.549.4301	supplies		1500
VSO	10.551.4301	supplies	300	
	10.549.4426	travel - ext agent		300
Election	10.671.4426	election seminar	300	
	10.671.4106	extra help		600
	10.671.4301	supplies	11000	
	10.671.4440	utilities	700	
	10.671.4463	judge/clerks	200	
	10.671.4452	maint agreement		11600
			12200	12200
Insurance	10.677.4435	kellyville	150	
	10.677.4436	annex	3750	
	10.677.4437	courthouse	2600	
	10.677.4438	general liab		4000
	10.677.4445	pol liab		2500
			6500	6500
non-departmental	10.695.4475	juvenile probation	6500	
	10.695.4488	ETEDD	2200	
	10.695.4406	appraisal district	850	
	10.695.4522	professional serv.	400	
	10.695.4498	autopsies	11700	
	10.695.4499	miscellaneous	500	
	10.695.4485	emerg mgmt		4500
	10.695.4486	vine		2900
	10.695.4409	audit		4200
	10.695.4497	pauper		2150
	10.545.4301	emerg mgmt		1500
	10.527.4371	const 1 auto		1000
	10.527.4351	const 1 fuel		1600
	10.695.4487	health ded		4300
			22150	22150
Special District Tax				
	12.621.4341	road oil	10000	
	12.621.4581	outlay		10000
	12.622.4341	road oil	10000	
	12.622.4581	outlay		10000
	12.623.4341	road oil		12000
	12.623.4581	outlay	12000	
	12.624.4341	road oil	10000	
	12.624.4581	outlay		10000
			42000	42000

Marion County
12/31/2023
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
Road & Bridge				
Pct 1	15.621.4106	extra help	9700	
	15.621.4298	official benefits	700	
	15.621.4301	supplies	10300	
	15.621.4102	employee salary		30100
	15.621.4420	telephone	500	
	15.621.4426	travel	600	
	15.621.4581	outlay	6300	
	15.621.4278	employee benefits		19000
	15.780.4726	transfer to self insurance	21000	
			<u>49100</u>	<u>49100</u>
Pct #2	15.622.4301	supplies		9000
	15.622.4106	extra help	4100	
	15.622.4278	employee benefit	3500	
	15.622.4298	official benefits	2800	
	15.622.4426	travel	2200	
	15.622.4581	outlay	6300	
	15.621.4102	employee salary		9900
			<u>18900</u>	<u>18900</u>
pct 3	15.623.4426	travel	2650	
	15.623.4581	outlay	8350	
	15.623.4103	cola stipend		2000
	15.623.4420	telephone	100	
	15.623.4444	bonds		100
	15.623.4298	official benefits		9000
			<u>11100</u>	<u>11100</u>
Pct #4	15.624.4103	cola stipend		2000
	15.624.4426	travel	2000	
			<u>2000</u>	<u>2000</u>
ARP	33.695.4687	annex elevator	41965	
	33.695.4688	jail elevator	45238	
	33.695.4684	jail/annex remodel		87203
			<u>87203</u>	<u>87203</u>

Marion County
12/31/2023
Year end amendments and line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
Technology Fund	34.501.4301	admin supplies		23200
	34.503.4301	c clerk supplies	1477	
	34.503.4581	c.clerk outlay	150	
	34.505.4301	d.clerk supplies	628	
	34.505.4581	d.clerk outlay	450	
	34.509.4301	jp1 supplies	420	
	34.511.4301	jp2 supplies	350	
	34.517.4301	da supplies	2802	
	34.517.4581	da outlay	1667	
	34.521.4301	treas supplies	405	
	34.521.4581	treas outlay		3500
	34.523.4301	tax supplies	150	
	34.527.4301	const supplies	570	
	34.527.4581	const outlay	450	
	34.535.4301	sheriff supplies	7151	
	34.535.4581	sheriff outlay	1140	
	34.551.4301	vso supplies	685	
	34.551.4581	vso outlay	539	
	34.669.4301	supplies	9900	
	34.669.4420	telephone	2500	
	34.669.4452	maint agreements		4984
	34.669.4581	outlay	250	
			31684	31684
 Airport Fund	39.683.4348	maintenance		500
	39.683.4433	insurance	3000	
	39.683.4440	utilities	500	
	39.683.4499	misc		3000
			3500	3500
 Lake Patrol	41.535.4107	overtime	10200	
	41.535.4102	employee salary		10200
 Record Preservation	47.503.4408	data processing		8042
	47.503.4581	outlay	8042	

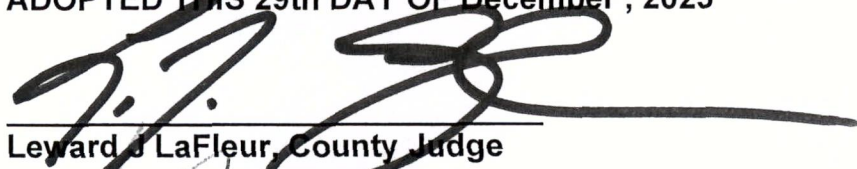
COUNTY OF MARION
COMMISSIONERS COURT ORDER

WHEREAS the Marion County Commissioners Court desires to provide the employees of Marion County with a uniform format for dealing with various employment related issues; and

WHEREAS the Marion County Commissioners Court wish to adequately communicate to employees the policies and procedures of the County:

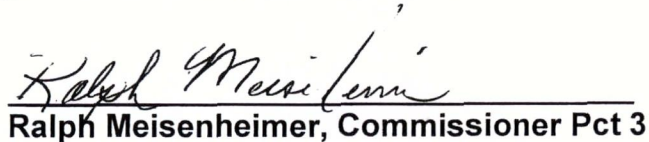
THEREFORE, BE IT RESOLVED that the Marion County Commissioners Court hereby approved, and adopted, the Original Marion County EMPLOYEE HANDBOOK in October 2014. The handbook should be reviewed annually and re-adopted. The latest revision date will be on the bottom of the cover page.

ADOPTED THIS 29th DAY OF December , 2023


Leward J. LaFleur, County Judge

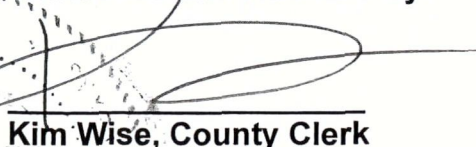

J.R. Ashley, Commissioner Pct 1

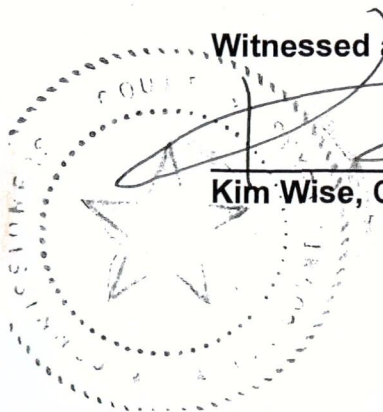

Jacob Pattison, Commissioner Pct 2


Ralph Meisenheimer, Commissioner Pct 3


Gered Lee, Commissioner Pct 4

Witnessed and Attested By:


Kim Wise, County Clerk



1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MW90007	SendPro P Series Drop Stacker
1	MW92705	MailCenter 15in Display
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	SJM1	SoftGuard for SendPro P1000
1	STDsla	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 325.34	\$ 976.02

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 () Purchase Power® transaction fees included
 (X) Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspo.valuepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808;985-C1
 State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Boyd Hering

boyd.hering@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF MARION
AND THE CITY OF JEFFERSON COVERING SHARED
SERVICES AND RESPONSIBILITIES**

THE STATE OF TEXAS

THE COUNTY OF MARION

WHEREAS, Marion County has recently completed an addition to its jail facility; and

WHEREAS, Marion County has entered into an agreement with the East Texas Council of Governments to assist in securing 911 services; and

WHEREAS, Marion County provides financial support to all volunteer fire departments in the county, including the Jefferson Volunteer Fire Department (\$14,000 for 2024); and

WHEREAS, The City of Jefferson has an existing need for prisoner housing, Police dispatch services and Courtroom facilities; and

WHEREAS, The City of Jefferson provides extensive financial support for the Jefferson Volunteer Fire Department; and

WHEREAS, it is the desire of both entities to provide for the continued provision of all of these services to their mutual citizens and taxpayers in a mutually beneficial arrangement and both entities desire to contractually agree as to terms and conditions by which those services may be provided in the most efficient and economical manner possible;

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

1. Marion County will accept prisoners of the City of Jefferson Police Department without charge to the City of Jefferson, unless set out below. Once accepted, those prisoners shall be under the full control of the Sheriff of Marion County and shall be subject to all rules and regulations of the Marion County Jail and Sheriff's Department. The County will be under no obligations to accept prisoners who require special medical or mental treatment or under circumstances which would cause the Marion County Jail to exceed the number of prisoners allowed in that facility by the Texas Commission on Jail Standards. The City of Jefferson shall be directly responsible for any and all medical care rendered to any prisoner subject to the Class C Misdemeanor Jurisdiction of the City Court and accepted by Marion County under this agreement. Further, the City of Jefferson shall be directly responsible for any and all medical care, including any associated transport, rendered to any city prisoner through the time of arraignment. Prisoners delivered to the Marion County Jail by officers of the City of Jefferson

who are subject to the jurisdiction of any Justice Court, County Court or District Court shall be the responsibility of Marion County. The City of Jefferson, as a part of this agreement and based upon the consideration extended by Marion County, agrees to indemnify and hold harmless, Marion County, its agents, employees and elected officials, against any and all claims arising or to arise out of any action of any such prisoner of the City of Jefferson, acting alone or in concert with another prisoner. Such indemnity shall include, but not be limited to, attorney's fees, damages, judgment, fees, and expenses, court costs, investigation fees, and out of pocket expenses. Marion County reserves the right to, if named as a defendant in any litigation arising out of any action by a prisoner of the City of Jefferson, to retain counsel of its choosing whose fees and expenses shall be directly paid by the City of Jefferson as a part of such indemnification.

2. Marion County will dispatch the officers of the City of Jefferson Police Department as needed each week day and every weekend. Marion County assumes no responsibility for the actions of any officer so dispatched and such officer shall not be considered an agent of the County or the Sheriff of Marion County.

3. Marion County will provide 911 emergency dispatch services to the City of Jefferson beginning on the same date that the service becomes available to those residents of the county residing outside the limits of the City of Jefferson.

4. The City of Jefferson will provide financial support annually for costs incurred by the Marion County Sheriff's Office for dispatch/jailer services. The amount of financial support shall be \$1,000. per month, \$12,000. per annul. This amount shall be reviewed annually at the execution of this agreement.

5. Marion County will allow the City of Jefferson to use the District Courtroom or Alternate Courtroom between the hours of 8 AM until 5 PM during normal business days, provided the courtrooms are not in use by the District Judges, or Marion County.

6. Marion County will provide financial support annually to the City of Jefferson for the support of the Jefferson Volunteer Fire Department. The amount of financial support shall be determined annually by the Commissioners Court of Marion County during its annual budget process and shall be an amount equal to that amount set aside in that budget for Marion County Precinct #2 and allocated by the duly elected Commissioner of that precinct.

7. The City of Jefferson will provide financial support to the Jefferson Volunteer Fire Department as needed to maintain the service.

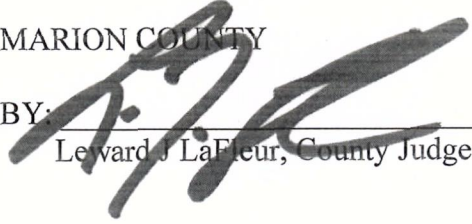
8. The City of Jefferson will provide the fire protection services of the Jefferson Volunteer Fire Department to residents residing outside the limits of the City of Jefferson to the extent that the resources are, at the time of need, available. No distinction shall be made in the dispatch of fire protection services outside the limits of the City of Jefferson and all resources, including equipment and personnel not then in use shall be available to respond to those calls.

8. This Agreement will expire on December 31, 2024.

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

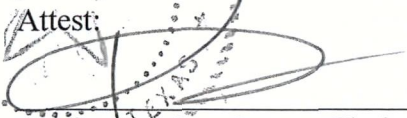
WITNESS THE EXECUTION HEREOF, in duplicate, this 29th day of
December, 2023.

MARION COUNTY

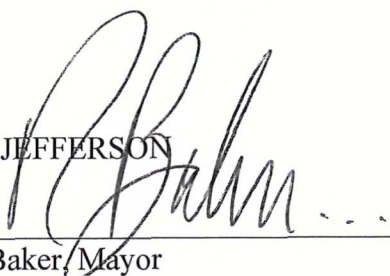
BY: 

Levard J. LaFleur, County Judge

Attest:

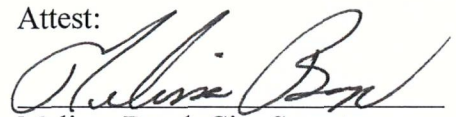

 Kimberly Wise, County Clerk

CITY OF JEFFERSON

BY: 

Rob Baker, Mayor

Attest:


 Melissa Boyd, City Secretary

