

102 West Austin Street, Suite 205
Jefferson, Texas 75657



FILED FOR RECORD

24 JAN 25 PM 2:45

(903) 665-3261

Fax (903) 665-8732

Hon. Leward J. LaFleur

Marion County Judge

Commissioner J.R. Ashley

Commissioner Ralph Meisenheimer

KIMBERLY WISE
CLERK, MARION CO.

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 January, 2024 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:

Prayer

Pledges of the American and Texas Flag

1. Consent agenda:

- a. Consider approval of minutes - January 8, 2024
- b. Court to examine all accounts and reports relating to finances of County
- c. Court to audit and settle all accounts against County and direct their payment
- d. Consider approval of bond: Jennifer Bedford, Deputy County Clerk; Vickie Smith, Deputy County Clerk
- e. County Auditor to make financial report

2. Enter into the minutes 2023 County & District Clerks' Certificate of Completion Award for County Clerk, Kim Wise for 20 hours of continuing education.

3. Consider for approval Resolution designating February as Black History Month.

4. Omnia Partners, Sam Butler, Member Development Manager, to make presentation to court.

5. Consider for approval Marion County Constable Pct. 2 full exemption racial profiling report.

6. Consider for approval Marion County Constable Pct 1 2023 Chapter 59 Asset Forfeiture Report.

7. Consider for approval Marion County Constable Pct 2 2023 Chapter 59 Asset Forfeiture Report.

8. Consider for approval Marion County Sheriff Department 2023 Chapter 59 Asset Forfeiture Report.

9. Consider for approval Investment Policy, Strategy and Resolution for 2024.

10. Consider for approval additional end of year FY2023 budget transfers/amendments as presented by Auditor.

11. Consider for approval Rod L Abbott, CPA PLLC to perform year-end audit for December 31, 2023 at a cost of \$19,240 plus actual cost of mileage, lodging, etc authorizing County Judge to sign engagement letter.
12. Consider approval of Resolution adopting FLSA 207k exemption for Law Enforcement Personnel in the Sheriff's Department.
13. Consider approval of Marion County Employee Handbook updates pertaining to adoption of FLSA 207k for Law Enforcement in the Sheriff's Department.
14. Consider for approval updated Texas Association of Counties - Cira Services Agreement.
15. Consider for approval Resolution condemning antisemitism.
16. Consider for approval appointing Sheriff David Capps as a board member to the Cypress Valley Navigation Board, replacing retiring board member John Billingsley.
17. Consider for approval Order authorizing Texas Independence Day fireworks sale.
18. Discuss and take necessary action on Mims VFD Building Sub-Lease DACW63-1-13-0842 with the U.S. Army Corps of Engineers and The Friends of Lake O'The Pines.


Leward J. LaFleur
County Judge
Marion County, Texas

FILED FOR RECORD
24 JAN 25 PM 2:45
KIMBERLY WISE
CO. CLERK MARION CO.
BY  DEPUTY

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

JANUARY 29, 2024

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on January 29, 2024. All members present with County Judge Leward LaFleur presiding.

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

ITEM NO. 1

CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF MEETING ON JANUARY 8, 2024
- b. ORDER TO EXAMINE ALL ACCOUNTS AND REPORTS RELATING TO FINANCES OF THE COUNTY
- c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT
- d. ORDER TO APPROVE BOND OF VICKIE SMITH, DEPUTY COUNTY CLERK
- e. ORDER TO APPROVE COUNTY AUDITOR FINANCIAL REPORT

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

ITEM NO. 2

ENTER INTO THE MINUTES 2023 COUNTY AND DISTRICT CLERK'S
 CERTIFICATE OF COMPLETION AWARD FOR COUNTY CLERK, KIM WISE, FOR
 20 HOURS OF CONTINUING EDUCATION

No action needed, just enter into the minutes.

See Exhibit "A" attached

ITEM NO. 3**ORDER TO APPROVE RESOLUTION DESIGNATING FEBRUARY AS BLACK HISTORY MONTH**

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

See Exhibit "B" attached

ITEM NO. 4**OMNIA PARTNERS, SAM BUTLER, MEMBER DEVELOPMENT MANAGER, TO MAKE PRESENTATION TO THE COURT**

Presentation via zoom. No action taken.

See Exhibit "C" attached

ITEM NO. 5**ORDER TO APPROVE MARION COUNTY CONSTABLE PCT. 2 FULL EXEMPTION RACIAL PROFILING REPORT**

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

See Exhibit "D" attached

ITEM NO. 6**ORDER TO APPROVE MARION COUNTY CONSTABLE PCT. 1 2023 CHAPTER 59 ASSET FORFEITURE REPORT**

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

See Exhibit "E" attached

ITEM NO. 7**ORDER TO APPROVE MARION COUNTY CONSTABLE PCT. 2 2023 CHAPTER 59
ASSET FORFEITURE REPORT**

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

See Exhibit "F" attached

ITEM NO. 8**ORDER TO APPROVE MARION COUNTY SHERIFF DEPARTMENT 2023
CHAPTER 59 ASSET FORFEITURE REPORT**

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

See Exhibit "G" attached

ITEM NO. 9**ORDER TO APPROVE INVESTMENT POLICY, STRATEGY AND RESOLUTION
FOR 2024**

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

See Exhibit "H" attached

ITEM NO. 10**ORDER TO APPROVE ADDITIONAL END OF YEAR FY2023 BUDGET
TRANSFERS/AMENDMENTS AS PRESENTED BY AUDITOR**

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

See Exhibit "I" attached

ITEM NO. 11**ORDER TO APPROVE ROD L. ABBOTT, CPA PLLC TO PERFORM YEAR-END
AUDIT FOR DECEMBER 31, 2023 AT A COST OF \$19,240.00 PLUS ACTUAL COST
OF MILEAGE, LODGING, ETC., AUTHORIZING COUNTY JUDGE TO SIGN
ENGAGEMENT LETTER.**

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

See Exhibit "J" attached

ITEM NO. 12

**ORDER TO APPROVE RESOLUTION ADOPTING FLSA 207k EXEMPTION FOR
LAW ENFORCEMENT PERSONNEL IN THE SHERIFF'S DEPARTMENT**

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

See Exhibit "K" attached

ITEM NO. 13

**ORDER TO APPROVE MARION COUNTY EMPLOYEE HANDBOOK UPDATES
PERTAINING TO ADOPTION OF FLSA 207k FOR LAW ENFORCEMENT IN THE
SHERIFF'S DEPARTMENT**

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

See Exhibit "L" attached

ITEM NO. 14

**ORDER TO APPROVE UPDATED TEXAS ASSOCIATION OF COUNTIES – CIRA
SERVICES AGREEMENT**

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

See Exhibit "M" attached

ITEM NO. 15

ORDER TO ADOPT RESOLUTION CONDEMNING ANTISEMITISM

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

See Exhibit "N" attached

ITEM NO. 16**ORDER TO APPROVE APPOINTING SHERIFF DAVID CAPPS AS A BORAD
MEMBER TO THE CYPRESS VALLEY NAVIGATION BOARD, REPLACING
RETIRING BOARD MEMBER JOHN BILLINGSLEY**

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

See Exhibit "O" attached

ITEM NO. 17**ORDER TO APPROVE AUTHORIZING TEXAS INDEPENDENCE DAY FIREWORKS
SALES IN NON INCORPORATED PORTIONS OF MARION COUNTY**

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

See Exhibit "P" attached

ITEM NO. 18**ORDER TO TAKE NECESSARY ACTION ON MIMS VFD BUILDING SUB-LEASE
DACW63-1-13-0842 WITH THE U.S. ARMY CORPS OF ENGINEERS AND THE
FRIENDS OF LAKE O' THE PINES, AS PRESENTED BY OUR NEW PRESIDENT,
KRISTI MEARS THOMAS, AND ALLOW JUDGE TO SIGN**

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

See Exhibit "Q" attached

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 9:41 a.m.

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

I attest to the accuracy of
the foregoing minutes.



COUNTY CLERK

A large, stylized handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.

COUNTY JUDGE

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

Exhibit "A"



**COUNTY & DISTRICT CLERKS'
ASSOCIATION OF TEXAS**

Certificate of Completion Awarded to

Kim Wise

Marion County, County Clerk

*For completing the required 20 Hours of Continuing Education for 2023 as
prescribed in Section 51.605 of the Texas Government Code.*

In Witness therefore, recognition is hereby made this January 2024.

Julie Smith, President

John Warren, Vice President

Conference History for Kim Wise
For certificate 2023 CE Hours Certificate - JW 23

Conference Name	Date	Approved	Entered By	Approved By
2023 TAC Cybersecurity Training	01/01/2023	1:00	Kim Wise	Julie Smith
2023 TAC Cybersecurity Training Total:		1:00		
2023 Open Meetings Act - online	01/01/2023	1:00	Kim Wise	Julie Smith
2023 Open Meetings Act - online Total:		1:00		
2023 CDCAT Winter Conference - Round Rock, Tx.	01/23/2023	7:45	Kim Wise	Julie Smith
	01/24/2023	6:30	Kim Wise	Julie Smith
	01/25/2023	4:00	Kim Wise	Julie Smith
2023 CDCAT Winter Conference - Round Rock, Tx. Total:		18:15		
2023 Region VI Area Meeting	03/31/2023	6:15	Kim Wise	Julie Smith
2023 Region VI Area Meeting Total:		6:15		
2023 Region VI Fall Meeting	11/17/2023	5:00	Kim Wise	John F. Warren
2023 Region VI Fall Meeting Total:		5:00		
Period Totals:		31:30		

Exhibit "B"

RESOLUTION RECOGNIZING BLACK HISTORY MONTH

STATE OF TEXAS §

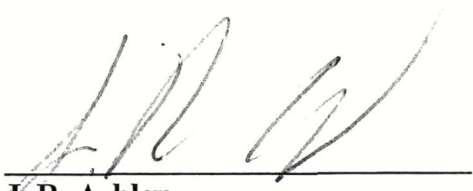
COUNTY OF MARION §

WHEREAS, February is National Black History month, a time set aside to recognize and study the achievements and contributions made by Black Americans to the fabric of our society; and

WHEREAS, the local contributions of Black Leaders in Marion County, Texas should also be recognized and commended; now

THEREFORE, in recognition and commendation of the enormous contribution of Black Americans to every basic element of our daily lives, including Science, Education, Politics, Journalism, Entertainment, Law and Technology and the effort put forth to raise the level of awareness of those contributions, the Commissioners Court of Marion County, Texas, does by resolution acknowledge February as Black History Month, and does proclaim its support for a year round effort by all to express a Country's gratitude for the accomplishments and contributions of Black Americans.

Witness our hands in execution on this the 29th day of January, 2024.


 J. R. Ashley

Commissioner, Pct. 1

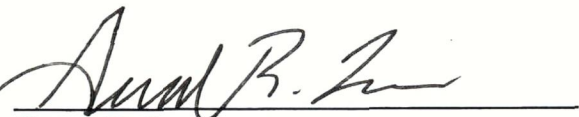

 Leward J. LaFleur, County Judge


 Jacob Pattison

Commissioner, Pct. 2

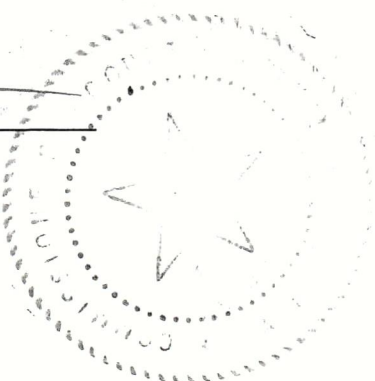

 Ralph Meisenheimer

Commissioner, Pct. 3


 Gered R. Lee

Commissioner, Pct. 4

Attest:


 Kimberly Wise
 County Clerk


Sandra Wright

From: Sam Butler <sam.butler@omniapartners.com>
Sent: Friday, December 29, 2023 10:04 AM
To: Sandra Wright
Subject: RE: Marion County 2024 Commissioner Court Dates

Hi Sandra,

I looked at the dates and I would love to be added to the January 29th agenda. I can prepare a presentation to introduce the OMNIA Partners program and myself as the main point of contact going forward.

OMNIA Partners is the leading cooperative purchasing organization dedicated to helping your organization discover a better way to buy. Your agency has been a participant of OMNIA Partners since **2010**. With this membership, you have access to over **800** vendor contracts that have been competitively solicited and publicly awarded by a Lead Public Agency. Currently, your agency is utilizing Xerox through the OMNIA Partners program. For your records, your Membership ID is **4033902** which provides you access to connect with supplier partners within our portfolio in order to utilize the full scope of our cooperative contracts.

My role is to help maximize your budget, connect you directly with supplier resources and create a cooperative contract list that best suits your current needs.

More information can be found on our website at: <https://www.omniapartners.com/>

Please let me know what the next steps are if this date works for the agenda.

Thank you and have a happy New Year!

Sam Butler
Member Development Manager
OMNIA Partners
615-623-0365 Office



www.omniapartners.com/publicsector

From: Sandra Wright <sandra.wright@co.marion.tx.us>
Sent: Friday, December 29, 2023 9:50 AM
To: Sam Butler <sam.butler@omniapartners.com>
Subject: Marion County 2024 Commissioner Court Dates

Hi Sam,
It was pleasure speaking with you.

Racial Profiling Report | Exempt

Agency Name: MARION CO. CONST. PCT. 2

Reporting Date: 01/08/2024

TCOLE Agency Number: 315102

Chief Administrator: STUART J. GREER

Agency Contact Information:

Phone: (903) 278-5200

Email: jeff.greer@co.marion.tx.us

Mailing Address:

PO Box 232

JEFFERSON, TX 75657

FULL EXEMPTION RACIAL PROFILING REPORT

Article 2.132 CCP Law Enforcement Policy on Racial Profiling a.) In this article:

1.) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.

Executed by: STUART J. GREER

Constable Pct. 2

Date: 01/08/2024

Submitted electronically to the



The Texas Commission on Law Enforcement



KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

Year: 2023	Agency Name: <u>Marion County</u> <u>Constable Pct 1</u>
Agency Mailing Street: 102 West Austin #104	City: Jefferson
ZIP: 75657	State: TX
County: Marion	Phone Number: (903) 665-7892
Agency Fiscal Beginning Month: January	Agency Fiscal Ending Month: December

Chapter 59 Questions

Did your agency receive
proceeds or property pursuant
to Chapter 59 of the Code of
Criminal Procedure this fiscal
year?: NO

Did your agency expend any
Chapter 59 funds this fiscal
year?: NO

Does your agency have a
balance of Chapter 59 funds
this fiscal year?: NO

Head of Agency Certification

By pressing "Submit" below using your email address and password account access, the pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Year: 2023

Typed Name of Head of
Agency:: edward baird

Title: constable pct 1
marion co

Date: 7/27/2023

Comments:



KEN PAXTON

ATTORNEY GENERAL of TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

Year: 2023	Agency Name: <u>Marion County</u> <u>Constable Precinct</u> <u>2</u>
Agency Mailing Street: 102 W. Austin, Rm 205	City: Jefferson
ZIP: 75657	State: TX
County: Marion	Phone Number: (903) 665-3581
Agency Fiscal Beginning Month: January	Agency Fiscal Ending Month: December

Chapter 59 Questions

Did your agency receive proceeds or property pursuant to Chapter 59 of the Code of Criminal Procedure this fiscal year?: NO

Did your agency expend any Chapter 59 funds this fiscal year?: NO

Does your agency have a balance of Chapter 59 funds this fiscal year?: NO

Head of Agency Certification

By pressing "Submit" below using your email address and password account access, the pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Year: 2023

Typed Name of Head of
Agency:: Jeff Greer

Title: Constable Pct. 2

Date: 1/8/2024

Comments:

75

\$3,527.45



KEN PAXTON

ATTORNEY GENERAL *of* TEXAS

CHAPTER 59 ASSET FORFEITURE REPORT BY LAW ENFORCEMENT AGENCY

Agency Information

Agency Information

Year: 2023	Agency Name: Marion County Sheriff's Office
Agency Mailing Street: PO BOX 547	City: Jefferson
ZIP: 75657	State: TX
County: Marion	Phone Number: (903) 665-7201
Agency Fiscal Beginning Month: January	Agency Fiscal Ending Month: December

I. Seized Funds

Do not include federal seizures and/or forfeitures on this form. This form is only for those seizures and/or forfeitures made pursuant to Chapter 59 of the Texas Code of Criminal Procedure.

Seized Funds Pursuant to Chapter 59

Funds that have been seized but have not yet been awarded/forfeited to your agency by the judicial system.

A) Beginning Balance: \$4,536.79

B) Seizures During Reporting Period

Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency (E.G. seizing officer's affidavit).

1) Amount seized and retained
in your agency's custody: \$0.00

2) Amount seized and transferred to the District Attorney pending forfeiture: \$0.00

3) Total Seizures - This field will be auto-calculated when you SAVE or switch sections: \$0.00

C) Interest Earned on Seized Funds During Reporting Period: \$0.00

D) Amount Returned to Defendants/Respondents: \$2,837.61

E) Amount Transferred to Forfeiture Account: \$1,429.18

F) Other Reconciliation Items (Must provide detail in box below): \$0.00

Description:

G) Ending Balance - This field will be auto-calculated when you SAVE or switch sections: \$270.00

Ending Balance - Mailed Form:

II. Forfeited Funds & Other Court Awards

Forfeited Funds and Other Court Awards Pursuant to Chapter 59

Funds awarded to your agency by the judicial system and which are available to spend.

A) Beginning Balance: \$23.34

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period: \$3,775.93

C) Interest Earned on Forfeited
Funds During Reporting Period: \$0.00

D) Amount Awarded Pursuant
to 59.022: \$0.00

E) Amount Awarded Pursuant
to 59.023: \$0.00

F) Proceeds Received by Your
Agency From Sale of Forfeited
Property: \$0.00

G) Amount Returned to Crime
Victims: \$0.00

H) Other Reconciliation Items
(Must provide detail in box
below): \$0.00

Description:

I) Total Expenditures of
Forfeited Funds During
Reporting Period. This field will
be auto-calculated once
section VI has been completed
and you save or switch
sections.: \$271.92

J) Ending Balance - This field
will be auto-calculated when
you SAVE or switch sections.: \$3,527.35

I) Total Expenditure from
Mailed Form:

J) Ending Balance from Mailed
Form:

III. Other Property

Other Property

List the number of items seized for each category. Include only those seizures where a seizure is made by a peace officer employed by your agency. If property is sold, list under "Proceeds Received by Your Agency From Sale of Forfeited Property" in Section II (F) in the reporting year in which the proceeds are received. Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.

A) Motor Vehicles (Include cars, motorcycles, tractor trailers, etc.)

1) Seized: 0
 2) Forfeited to Agency: 1
 3) Returned to
 Defendants/Respondents: 0
 4) Put into use by Agency: 0

B) Real Property (Count each parcel seized as one item)

1) Seized: 0
 2) Forfeited to Agency: 0
 3) Returned to
 Defendants/Respondents: 0
 4) Put into use by Agency: 0

C) Computers (Include computer and attached system components, such as printers and monitors, as one item)

Please note - this should be a number not a currency amount. For example, 4 computers seized, 3 computers forfeited and 0 computers put into use.

1) Seized: 0
 2) Forfeited to Agency: 0
 3) Returned to
 Defendants/Respondents: 0
 4) Put into use by Agency: 0

D) Firearms (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18)

Please note - this should be a number not a currency amount. For example, 4 firearms seized, 3 firearms forfeited, 0 firearms put into use.

1) Seized: 0
 2) Forfeited to Agency: 0
 3) Returned to
 Defendants/Respondents: 0
 4) Put into use by Agency: 0

E) Other Property

Please note - this should be a number not a currency amount. For example, 4 lots of tools seized, 3 lots of tools forfeited, 0 lots of tools put into use.

Description	Seized	Forfeited To Agency	Returned to Defendants/Respondents	Put into use by Agency
-------------	--------	---------------------	------------------------------------	------------------------

IV. Forfeited Property Received

Forfeited Property Received From Another Agency

Enter the total number of items transferred to your agency where the forfeiture judgment awarded ownership of the property to another agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

V. Forfeited Property Transferred/Loaned

Forfeited Property Transferred or Loaned to Another Agency

Enter the total number of items transferred or loaned from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles: 0

B) Real Property: 0

C) Computers: 0

D) Firearms: 0

E) Other: 0

VI. Expenditures: A - D

A) Salaries

1) Increase of Salary, Expense
or Allowance for Employees \$0.00
(Salary Supplements):

2) Salary Budgeted Solely \$0.00
From Forfeited Funds:

3) Number of Employees Paid 0
Using Forfeiture Funds:

4) TOTAL SALARIES PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Salaries from Mailed
Form:

B) Overtime

1) For Employees Budgeted by \$0.00
Governing Body:

2) For Employees Budgeted \$0.00
Solely out of Forfeiture Funds:

3) Number of Employees Paid 0
Using Forfeiture Funds:

4) TOTAL OVERTIME PAID
OUT OF CHAPTER 59 \$0.00
FUNDS:

Total Overtime from Mailed
Form:

C) Equipment

1) Vehicles: \$0.00

2) Computers: \$0.00

3) Firearms, Protective Body
Armor, Personal Equipment: \$0.00

4) Furniture: \$0.00

5) Software: \$0.00

6) Maintenance Costs: \$0.00

7) Uniforms: \$0.00

8) K9 Related Costs: \$0.00

9) Other (Must provide detail in
box below): \$0.00

Description:

10) TOTAL EQUIPMENT
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Equipment from Mailed
Form:

D) Supplies

1) Office Supplies: \$0.00

2) Mobile Phone and Data
Account Fees: \$0.00

3) Internet: \$0.00

4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL SUPPLIES
PURCHASED WITH \$0.00
CHAPTER 59 FUNDS:

Total Supplies from Mailed
Form:

VI. Expenditures: E

E) Travel

1) In State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total In State Travel: \$0.00

Total In State Travel from
Mailed Form:

2) Out of State Travel

a) Transportation: \$0.00

b) Meals & Lodging: \$0.00

c) Mileage: \$0.00

d) Incidental Expenses: \$0.00

e) Total Out of State Travel: \$0.00

Total Out of State Travel from
Mailed Form:

3) Total Travel Paid Out of Chapter 59 Funds

Total Travel Paid Out of
Chapter 59 Funds: \$0.00

Total Travel from Mailed Form:

VI. Expenditures: F - G

F) Training

1) Fees (Conferences,
Seminars): \$0.00

2) Materials (Books, CDs,
Videos, etc.): \$0.00

3) Other (Must provide detail in
box below): \$0.00

Description:

4) TOTAL TRAINING PAID
OUT OF CHAPTER 59
FUNDS: \$0.00

Total Training from Mailed
Form:

G) Investigative Costs

- 1) Informant Costs: \$0.00
- 2) Buy Money: \$0.00
- 3) Lab Expenses: \$0.00
- 4) Other (Must provide detail in
box below): \$0.00

Description:

5) TOTAL INVESTIGATIVE
COSTS PAID OUT OF \$0.00
CHAPTER 59 FUNDS:

Total Investigative Costs from
Mailed Form:

VI. Expenditures: H - N

H) Prevention / Treatment Programs / Financial Assistance / Donation

- 1) Total Prevention/Treatment
Programs (pursuant to 59.06 \$0.00
(d-3(6), (h), (j)):
- 2) Total Financial Assistance
(pursuant to Articles 59.06 (n) \$0.00
and (o)):
- 3) Total Donations (pursuant to
Articles 59.06 (d-2)): \$0.00
- 4) Total scholarships to
children of officers killed in the \$0.00
line of duty (pursuant to Article
59.06 (r)):
- 5) TOTAL
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
(Pursuant to Articles 59.06 \$0.00
(d-3(6)), (h), (j), (n), (o), (d-2),
(r)) - This field will be

auto-calculated when you
SAVE or switch sections:

Total
PREVENTION/TREATMENT
PROGRAMS/FINANCIAL
ASSISTANCE/DONATIONS
from Mailed Form:

I) Facility Costs

- 1) Building Purchase: \$0.00
- 2) Lease Payments: \$0.00
- 3) Remodeling: \$0.00
- 4) Maintenance Costs: \$0.00
- 5) Utilities: \$0.00
- 6) Other (Must provide detail in
box below): \$0.00

Description:

7) TOTAL FACILITY COSTS
PAID OUT OF CHAPTER 59
FUNDS: \$0.00

Total Facility Costs from
Mailed Form:

J) Miscellaneous Fees

- 1) Court Costs: \$0.00
- 2) Filing Fees: \$0.00
- 3) Insurance: \$0.00
- 4) Witness Fees (including
travel and security): \$0.00
- 5) Audit Costs and Fees
(including audit preparation
and professional fees): \$0.00
- 6) Other (Must provide detail in
box below): \$271.92

Description:

books for elementary students during drug free week

7) Total Miscellaneous Fees
Paid Out of Chapter 59 Funds

\$271.92

- This will be auto-calculated
when you SAVE or switch
sections:

Total Miscellaneous Costs
from Mailed Form:

K) Paid to State Treasury / General Fund / Health & Human Services Commission

1) Total paid to State Treasury
due to lack of local agreement \$0.00
pursuant to 59.06 (c):

2) Total paid to State Treasury
due to participating in task \$0.00
force not established in
accordance with 59.06 (q)(1):

3) Total paid to General Fund
pursuant to 59.06 (c-3) (C) \$0.00
(Texas Department of Public
Safety only):

4) Total forfeiture funds
transferred to the Health and \$0.00
Human Services Commission
pursuant to 59.06 (p):

5) TOTAL PAID TO STATE
TREASURY/ GENERAL
FUND/ HEALTH & HUMAN \$0.00
SERVICES COMMISSION
OUT OF CHAPTER 59
FUNDS:

Total Paid to State
Treasury/General fund/ Health
& Human Services
Commission from Mailed
Form:

L) Total Paid to Cooperating Agency(ies) Pursuant to Local Agreement

TOTAL PAID TO
COOPERATING \$0.00
AGENCY(IES) PURSUANT
TO LOCAL AGREEMENT:

M) Total Other Expenses Paid Out of Chapter 59 Funds Which Are Not Accounted For In Previous Categories

TOTAL OTHER EXPENSES
PAID OUT OF CHAPTER 59
FUNDS WHICH ARE NOT
ACCOUNTED FOR IN \$0.00
PREVIOUS CATEGORIES
(Must provide detail in box
below):

N) Total Expenditures

TOTAL EXPENDITURES: \$271.92

Total Expenditures from Mailed
Form:

Financial Professional Signature

After signing and pressing "Save", using your email address and password account access, and pursuant to the terms of service, you certify that you swear or affirm that the Commissioners Court, City Council or Head of Agency (if no governing body) has requested that you conduct the audit required by Article 59.06 of the Code of Criminal Procedure and that upon diligent inspection of all relevant documents and supporting materials, you believe that the information contained in this report is true and correct to the best of your Knowledge.

Do you acknowledge the
above terms : YesTyped Name of
Auditor/Treasurer/Accounting Shanna Solomon
Professional/Preparer::Title: Marion County
Auditor

Head of Agency Certification

After signing and pressing "Submit" using your email address and password account access, and pursuant to the terms of service you swear or affirm, under penalty of perjury, that you have accounted for the seizure, forfeiture, receipt, and specific expenditure of all proceeds and property subject to Chapter 59 of the Code of Criminal Procedure, and that upon diligent inspection of all relevant documents and supporting materials, this asset forfeiture report is true and correct and contains all information required by Article 59.06 of the Code of Criminal Procedure. You further swear or affirm that, to the best of your knowledge, all expenditures reported herein were lawful and proper, and made in accordance with Texas law.

Do you acknowledge the
above terms : Yes

Year: 2023

Typed Name of Head of David Capps
Agency::

Title: Sheriff

Date: 1/31/2024

Comments:

Exhibit "H"
Marion County Investment Policy

I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

This policy serves to satisfy the statutory requirements of the Local Government Code 116.112 and Government Code Chapter 2256 to define and adopt a formal investment policy. See attachment A: Resolution to Adopt Investment Policy. This policy will be reviewed and adopted by resolution at least annually according to Government Code 2256.005(e).

Funds Included

This investment policy applies to all financial assets of all funds of the County of Marion, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasury, unless expressly prohibited by law or unless it is in contravention of any depository contract between Marion County and any depository bank.

County's Investment Officer

In accordance with Sec. 116.112(a), Local Government Code and/or Government Code Sec. 2256.005 (f) and (g), the county Investment officer, under the direction of the Marion County Commissioners Court, may invest county funds that are not immediately required to pay obligations of the county. The Commissioners Court shall designate by resolution one or more officers or employees as investment officer. See attachment A: Resolution to Adopt Investment Policy.

If the investment officer(s) has a personal business relationship with an entity – or is related within the second degree by affinity or consanguinity to an individual – seeking to sell an investment to the county, the investment officer must file a statement disclosing that personal business interest or relationship – with the Texas Ethics Commission and the Commissioners Court in accordance with Government Code 2256.005 (i). In section 2256.005 (i) of the Government Code, a personal business relationship is defined as:

- a. Owning 10 percent or more of the voting stock or shares of the business organization or owning \$5,000 or more of the fair market value of the business organization;
- b. Receiving funds by the investment officer from the business organization that exceed 10% of the investment officer's gross income from the previous year; or
- c. Acquiring from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Marion County Investment Policy

II. INVESTMENT OBJECTIVES

Funds of the County will be invested in accordance with federal and state laws, this investment policy and written administrative procedures. The County will invest according to investment strategies for each fund as they are adopted by Commissioners Court resolution in accordance with Sec. 2256.005(d). See Attachment B.

Safety and Maintenance of Adequate Liquidity

Marion County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction.

The County's investment portfolio must be structured in conformance with an asset/liability management plan that provides for liquidity necessary to pay obligations as they become due.

Diversification

It will be the policy of Marion County to diversify its portfolio to manage the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity. Cash flow of the County will be analyzed to meet payable dates (i.e., payroll and vendor payments).

Yield

It will be the objective of the County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds.

Maturity

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the highest return of interest. When the County has funds that will not be needed to meet current-year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The maximum allowable stated maturity of any individual investment owned by the county is 5 years (60 months).

Quality and Capability of Investment Management

It is the County's policy to provide training required by Government Code 2256.008 for the County Investment Officers through courses and seminars offered by independent investment professional organizations and associations in order to insure the quality, capability and currency of the Investment Committee in making investment decisions. Training under this section must include education in investment controls,

security, risks, strategy risks, market risks, diversification of investment portfolio, and compliance with government code Chapter 2256.

Investment Strategies

In accordance with the Public Funds Investment Act, Section 2256.005(d), a separate written investment strategy will be developed for each of the funds under Marion County's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities of importance:

- (1) understanding the suitability of the investment to the financial requirements of the entity;
- (2) preservation and safety of principal;
- (3) liquidity;
- (4) marketability of the investment if the need arises to liquidate the investment before maturity;
- (5) diversification of the investment portfolio; and
- (6) yield.

In accordance with the Public Funds Investment Act, Section 2256.005(e), investment strategies will be reviewed and adopted by resolution at least annually.

III. Investment Types

Authorized

The Marion County Investment Officer(s) shall use any or all of the following authorized investment instruments consistent with governing law:

- A. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Bank;
- B. Direct obligations of this state or its agencies and instrumentalities;
- C. Interest – bearing banking deposits that are guaranteed or insured by:
 - (1) The Federal Deposit Insurance Corporation or its successor; or
 - (2) The National Credit Union Share Insurance Fund or its successor;
- D. A no-load money market mutual fund if the mutual fund:
 - (1) Is registered with and regulated by the Securities and Exchange Commission;
 - (2) Provides the investing entity with a prospectus and either information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.); and
 - (3) Complies with federal securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).
- E. A no-load mutual fund permitted if the mutual fund:
 - (1) Is registered with and regulated by the Securities and Exchange Commission;
 - (2) Provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; and
 - (3) Complies with federal Securities and Exchange Commission Rule 2a-7, promulgated under the Investment Company Act of 1940;

Marion County Investment Policy

- (4) Has an average weighted maturity of less than two years; and
 - (5) Either:
 - (a) has a duration of one year or more and is invested exclusively in obligations approved by chapter 2256; or
 - (b) has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.
- F. (1) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by section 2256.016. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with section 2256.014 and the investment policies and objectives adopted by the investment pool.
- (2) To be eligible to receive funds from and invest funds on behalf of an entity under chapter 2256, an investment pool must furnish to the investment officer or authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum the following information:
 - (a) The types of investments in which money is allowed to be invested;
 - (b) The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;
 - (c) The maximum stated maturity date any investment security within the portfolio has;
 - (d) The objectives of the pool;
 - (e) The size of the pool;
 - (f) The names of the members of the advisory board of the pool and the dates their terms expire;
 - (g) The custodian bank that will safekeep the pool's assets;
 - (h) Whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;
 - (i) Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
 - (j) The name and address of the independent auditor of the pool;
 - (k) The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;
 - (l) The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios; and
 - (m) The pool's policy regarding holding deposits in cash.
 - (3) To maintain eligibility to receive funds from and invest funds on behalf of an entity under chapter 2256, an investment pool must furnish to the investment officer or other authorized representative of the entity:
 - (a) Investment transaction confirmations; and
 - (b) A monthly report that contains, at a minimum, the following information:
 - (1) The types and percentage breakdown of securities in which the pool is invested;
 - (2) The current average dollar-weighted maturity, based on the stated maturity date, of the pool;
 - (3) The current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
 - (4) The book value versus the market value of the pool's portfolio, using amortized cost valuation;
 - (5) The size of the pool;
 - (6) The number of participants in the pool;
 - (7) The custodian bank that is safekeeping the assets of the pool;

Marion County Investment Policy

- (8) A listing of daily transaction activity of the entity participating in the pool;
 - (9) The yield and expense ratio of the pool, including a statement regarding how yield is calculated;
 - (10) The portfolio managers of the pool; and
 - (11) Any changes or addenda to the offering circular.
- (4) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.
 - (5) In this section, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.
 - (6) To be eligible to receive funds from and invest funds on behalf of an entity under chapter 2256, a public funds investment pool that uses amortized cost or fair value accounting must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1.00 net asset value, when rounded and expressed to two decimal places. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than .995 or greater than 1.005, the governing body of the public funds investment pool shall take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ration between .995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool that uses amortized cost shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.
 - (7) To be eligible to receive funds from and invest funds on behalf of an entity under chapter 2256, a public funds investment pool must have an advisory board composed:
 - (a) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or
 - (b) Of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.
 - (8) To maintain eligibility to receive funds from and invest funds on behalf of an entity under chapter 2256, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.
 - (9) If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections 2, 3(b) and 6 must be posted on the website.
 - (10) To maintain eligibility to receive funds from and invest funds on behalf of an entity under chapter 2256, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.
 - (11) In an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.
- G. Certificates of deposit or share certificate is an authorized investment under GC 2256.010 if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:
- (1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
 - (2) secured by obligations that are described by Section 2256.009 (a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the

Marion County Investment Policy

- certificates, but excluding those mortgage backed securities of the nature described by Sec. 2256.009 (b) of the PIA; or
- (3) secured in any other manner and amount provided by law for deposits of the investing entity.

In addition to the authority to invest funds in certificates of deposit under section G above, an investment in certificates of deposit made in accordance with the following conditions are authorized investments under Government Code 2256.010:

- (1) the funds are invested by an investing entity through:
 - (a) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025; or
 - (b) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;
- (2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;
- (3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- (4) the investing entity appoints the depository institution selected by the investing entity under Subdivision(1), an entity described by Section 2257.041(d) , or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission and operating pursuant to the Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

Prohibited

Marion County will not use any of the following investment instruments:

- (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index

Marion County Investment Policy

- (5) investing in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in section III (E)
- (6) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in section III (E)
- (7) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in section III (D) and (E) in an amount that exceeds 10 percent of the total assets of the mutual fund.

IV. Investment Responsibility and Control

Investment Institutions Defined

The Marion County Investment Officer(s) shall invest County funds with any or all of the following institutions or groups consistent with federal and state law and current Depository Contract:

- (1) Depository Bank;
- (2) Other state or national banks domiciled in Texas that are insured by FDIC or its successor or the National Credit Union Share Insurance Fund or its successor.
- (3) Public funds investment pools: or
- (4) Government securities broker and dealers.

See Exhibit I

Qualifications for approval of Investment Institutions

In accordance with 2256.005 (k), a written copy of this investment policy shall be presented to any business organization offering to engage in an investment transaction with an investing entity. For purposes of section 2256.005 (k) a “business organization” means an investment pool or investment management firm under contract with an investing entity to invest or manage the entity’s investment portfolio that has accepted authority granted by the entity under the contract or exercise investment discretion in regard to the investing entity’s funds. Nothing in section 2256.005 (k) relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

- a. Received and reviewed the investment policy of the county; and
- b. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity’s investment policy, except to the extent that this authorization:

Marion County Investment Policy

1. Is dependent on an analysis of the makeup of the entity's entire portfolio;
2. Requires an interpretation of the subjective investment standards, or;
3. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority..

The investment officer may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a business organization that has not delivered to the entity the instrument required by Subsection (k) presented at Exhibit II.

Marion County has chosen to have each investment institution we do business with to review the Marion County Investment Policy and complete the form attached as Exhibit II.

Standards of Operation

The Investment Officer(s) shall develop and maintain written procedures for the operation of the investment program, consistent with this investment policy.

Delivery Vs. Payment

According to Section 2256.005 (b)(4) (E), it will be the policy of the County that all securities , except for investment pool funds and mutual funds, will settle using the "Delivery vs. Payment " (DVP) basis through the Federal Reserve System. By doing so, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

Audit Control

The Marion County Investment Officer(s) will establish liaison with the Marion County Auditor in preparing investment forms to assist with the accounting and auditing control. The Investment Officer(s) is subject to audit by the outside auditing firm. In addition, the Marion County Commissioners' Court, at a minimum, will have an annual audit of all County funds by an independent auditing firm as well as a compliance audit of management controls on investments and adherence to the entity's established investment policies.

Standard of Care

Investments shall be made with judgement and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and probable income to be derived. Investment of funds shall be

governed by the following investment objectives, in order of priority: preservation and safety of principal, liquidity; and yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) the investment of all funds, or funds under the entity's control, over which the officer has responsibility rather than a consideration as to the prudence of a single investment; and
- (2) whether the investment decision was consistent with the written investment policy of the entity.

V. Investment Reporting and Performance Evaluation

Quarterly Report

At least quarterly, the Investment officer(s) shall prepare and submit to the Commissioners' Court a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

- (1) describe in detail the investment position of the county on the date of the report;
- (2) be prepared jointly by all investment officer(s) of the county;
- (3) be signed by each of the investment officer(s) of the county;
- (4) contain a summary statement, of each pooled fund group that states the:
 - (a) beginning market value for the reporting period;
 - (b) ending market value for the period; and
 - (c) fully accrued interest for the reporting period.
- (5) state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the county for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the county as it relates to:
 - (a) the investment strategy expressed in the county's investment policy; and
 - (b) relevant provisions of this chapter.

The report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period. If an entity invests in other than the money market mutual funds, investment pools or accounts

Marion County Investment Policy

offered by its depository bank in the form of certificates of deposit or money market accounts or similar accounts, the reports prepared by the investment officers under section 2256.023 shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Notification of Investment Changes

Any significant changes in current investment methods and procedures shall be made a part of the open records of the Marion County Commissioners' Court prior to any implementation of same.

VI. Investment Collateral and Safekeeping

Collateral or Insurance

Marion County shall insure that all county funds are fully collateralized or insured consistent with federal and state laws and the current Bank Depository Contract in one or more of the following manners:

- (1) FDIC insurance coverage;
- (2) Obligations of the United States or its agencies and instrumentalities;
- (3) Obligations of the State of Texas or its agencies and instrumentalities; and
- (4) Securities of federally-sponsored U.S. Agencies and instrumentalities of the United States Government.

Safekeeping:

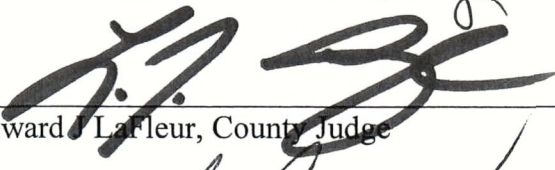
All purchased securities shall be held in safekeeping by the County or a County account in a third party financial institution, or with the Federal Reserve Bank.

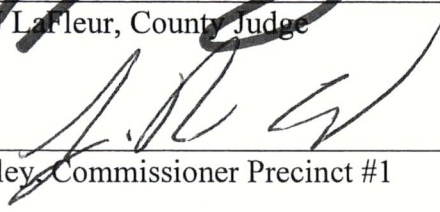
All certificates of deposit, insured by FDIC, purchased outside the Depository Bank shall be held in safekeeping by either the county or a County account in a third party financial institution.

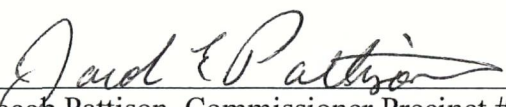
All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

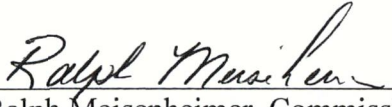
Marion County Investment Policy

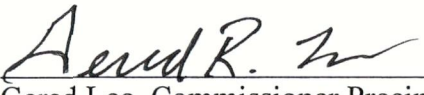
ADOPTED in open court at a Regular Meeting of the Marion County Commissioners' Court this 29th day of January, 2024.


Leward Lafleur, County Judge


J.R. Ashley, Commissioner Precinct #1

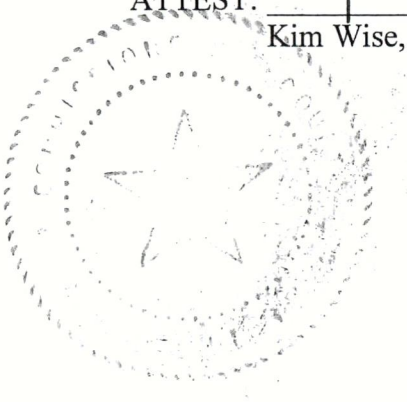

Jacob Pattison, Commissioner Precinct #2


Ralph Meisenheimer, Commissioner Precinct #3


Gered Lee, Commissioner Precinct #4

ATTEST:


Kim Wise, Marion County Clerk



100

Marion County Investment Policy

Exhibit I

APPROVED LIST OF INVESTMENT INSTITUTIONS

VERABANK

EAST TEXAS PROFESSIONAL CREDIT UNION

RIVERSIDE BANK OF JEFFERSON

Exhibit II

I hereby certify that I have personally read and understand the investment policy and procedures of Marion County, and have implemented reasonable procedures and controls designed to fulfill those objectives and conditions. Transactions between this firm and Marion County will be directed towards precluding imprudent investment activities and protecting the County from credit risk.

All employees of this institution dealing with Marion County's accounts have been informed and will be routinely informed of the County's investment horizons, limitations, strategy and risk constraints, whenever we are so informed.

This institution pledges due diligence in informing the County of foreseeable risks associated with financial transactions connected to this firm.

(Institution)

(Representative)

(Representative's Title)

(Registration or Dealer Number)

(Signature)

(Date)

**RESOLUTION OF THE MARION COUNTY COMMISSIONERS' COURT
RELATING TO STATE MANDATED INVESTMENT POLICY
Attachment A**

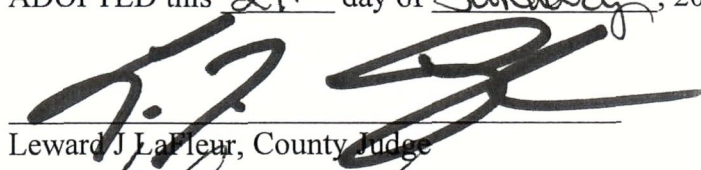
WHEREAS, Sec. 2256.005 (f) of the Government Code specifies: "Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds."....;

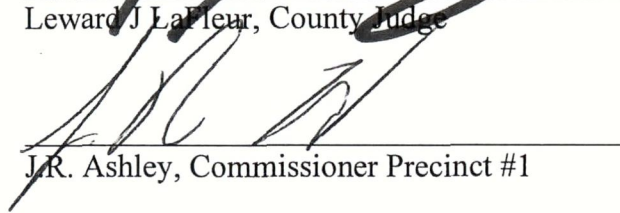
WHEREAS, it shall be the responsibility of the County Auditor to determine the amount of funds, which are available for investment and advise the Commissioners' Court of said amount;

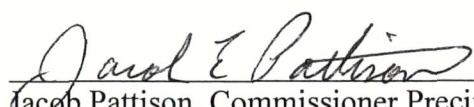
WHEREAS, an Investment Committee comprised of the Marion County Treasurer, County Judge, and County Auditor, shall be the Investment Officers of Marion County, Texas,

NOW, THEREFORE BE IT RESOLVED that the Marion County Treasurer, Judge, and Auditor, shall be the investment officers of the County.

ADOPTED this 29th day of January, 2024.

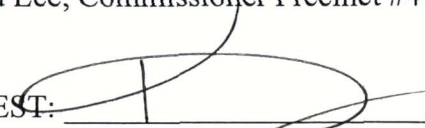

Leward J LaFleur, County Judge

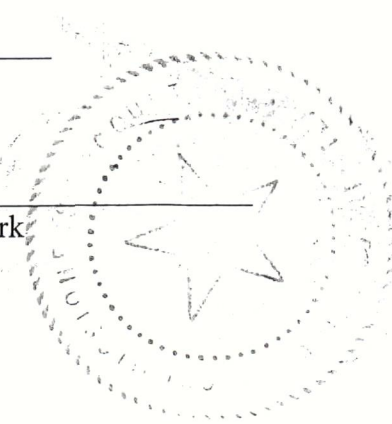

J.R. Ashley, Commissioner Precinct #1


Jacob Pattison, Commissioner Precinct #2


Ralph Meisenheimer, Commissioner Precinct #3


Gered Lee, Commissioner Precinct #4

ATTEST: 
Kim Wise, Marion County Clerk



**Marion County Investment Strategy
Attachment B**

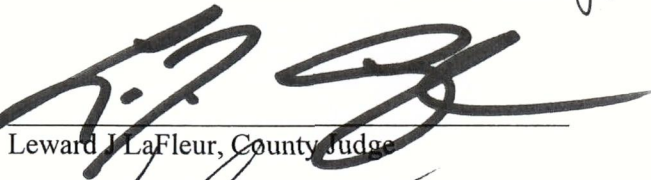
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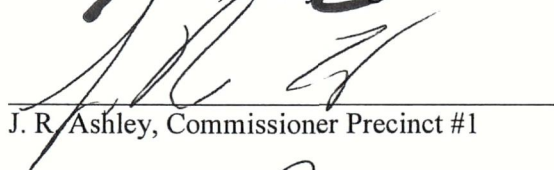
Marion County, Texas maintains portfolios which utilize three specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios. Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to-medium term securities, which will complement each other in a laddered or barbell maturity structure. The dollar weighted average maturity of 365 days or less will be calculated using the state final maturity dates of each security.

Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.

Investment strategies for special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

ADOPTED this 29th day of January, 2024.


Leward J. LaFleur, County Judge


J. R. Ashley, Commissioner Precinct #1


Jacob Pattison, Commissioner Precinct #2


Ralph Meisenheimer, Commissioner Precinct #3


Gered Lee, Commissioner Precinct #4

ATTEST: 
Kim Wise, Marion County Clerk

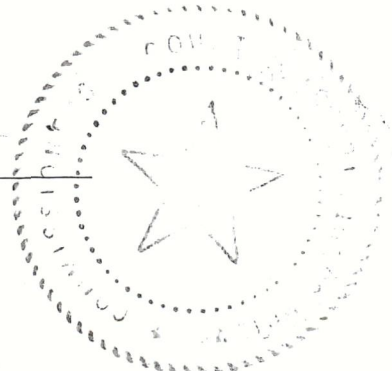


Exhibit "I"

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				
	10.501.4106	extra help		75
	10.501.4420	telephone	75	
	10.505.4102	dc salary employees		4150
	10.501.4581	capital outlay	4150	
	10.501.4426	travel		
	10.501.4444	bonds		
	10.511.4298	jp2 benefits		
			4225	4225
County Clerk				
	10.503.4103	cola stipend		1200
	10.503.4107	overtime		1000
	10.503.4410	commitment fees	500	
	10.503.4426	travel	200	
	10.503.4581	outlay	1500	
			2200	2200
District Clerk				
	10.505.4107	overtime		10
	10.505.4106	extra help	10	
District court				
	10.507.4278	ct rpt benefits		
	10.507.4110	ct rpt salary	9000	
	10.507.4302	supplies		
	10.507.4110	public defender		6900
	10.507.4414	civil attorney		1000
	10.507.4416	forensics	1400	
	10.509.4278	jp 1 benefits		1300
	10.505.4102	d.clerk employee salary		1200
			10400	10400
JP #1				
	10.509.4444	bonds		20
	10.509.4301	supplies	20	

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 #2	10.511.4298	employee benefits	7000	
	10.511.4420	telephone		1100
	10.517.4106	attny extra help		1500
	10.517.4102	attny salaries		800
	10.525.4303	courthouse maint		3100
	10.521.4106	treas extra help		500
			7000	7000
District Attorney	10.517.4298	official benefits	1500	
	10.517.4278	employee benefits		1500
Tax Office	10.523.4103	cola stipend		2500
	10.523.4106	extra help		1000
	10.523.4278	employee benefit		1200
	10.523.4426	travel		200
	10.523.4301	supplies	6000	
	10.529.4301	const 2 supplies		700
	10.529.4331	const 2 uniforms		400
	10.529.4351	const 2 fuel		200
	10.523.4581	outlay	200	
			6200	6200
maintenance	10.525.4440	utilities	4000	
	10.525.4301	supplies	3100	
	10.525.4420	telephone		400
	10.535.4278	so employee benefits		2700
	10.529.4371	const 2 auto maint		1000
	10.529.4422	const 2 communication		500
	10.529.4426	const 2 travel		750
	10.529.4439	const 2 auto ins		400
	10.529.4444	const 2 bonds		200
	10.527.4422	const 1 communcations		500
	10.527.4426	const 1 travel		400
	10.527.4351	const 1 fuel		250
			7100	7100
Constable 1	10.527.4298	official benefit		50
	10.527.4301	supplies	50	

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>
sheriff	10.535.4107	overtime		2310
	10.535.4331	uniforms	300	
	10.535.4336	inmate feeding	2010	
			2310	2310
solid waste	10.537.4102	pct 1 employees	50	
	10.539.4102	pct 1 employees	50	
	10.541.4102	pct 3 employees	260	
	10.541.4348	pct 3 maint		410
	10.543.4102	pct 4 employees	50	
			410	410
Emergency Mgt	10.545.4278	benefits EMC		100
	10.545.4301	supplies	100	
VSO	10.551.4420	telephone	50	
	10.551.4426	travel		50
Election	10.671.4106	extra help		2000
	10.671.4301	supplies	2000	
non-departmental	10.517.4581	attny outlay		5000
	10.535.4338	prisoner care		1153
	10.535.4351	sheriff fuel		1000
	10.671.4462	election publications		1100
	10.671.4581	election outlay		1100
	10.695.4498	autopsies	5200	
	10.695.4499	misc	4153	
			9353	9353
	10.780.4734	transfer to technology	3250	
	10.505.4278	dc employee benefits		2000
	10.505.4103	dc cola stipend		1250

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	15.621.4103	cola stipend		2000
	15.621.4301	supplies	2000	
	15.621.4102	employee salary		9000
	15.621.4278	employee benefits		4000
	15.780.4726	transfer to self insurance	13000	
			<u>15000</u>	<u>15000</u>
 pct 3				
	15.623.4102	travel		24000
	15.623.4106	extra help	4000	
	15.780.4726	transfer to self ins	35000	
	15.623.4278	employee benefits		15000
	15.623.4444	bonds		
	15.623.4298	official benefits		
			<u>39000</u>	<u>39000</u>
 Pct #4				
	15.624.4106	extra help		1200
	15.624.4301	supplies	1200	
			<u>1200</u>	<u>1200</u>
 Technology				
Fund	34.501.4301	admin supplies	23200	
	34.501.4581	admin outlay		23200
	34.505.4301	d.clerk supplies	200	
	34.535.4301	sheriff supplies	250	
	34.551.4301	vso supplies	50	
	34.669.4301	supplies	300	
	34.535.4452	sheriff maint		800
			<u>24000</u>	<u>24000</u>
 Airport Fund				
	39.683.4348	maintenance		250
	39.683.4420	telephone	50	
	39.683.4440	utilities	200	
			<u>250</u>	<u>250</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>
Year End Amendments to Balance Budget			increase	
Technology Fund	34.390.3910	transfer from general	3250	
	34.501.4301	supplies	3250	
Self Insurance	26.390.3915	transfer from r/b	48000	
	26.621.4499	pct 1misc	13000	
	26.623.4499	pct 3 misc	35000	
Kelly Park	37.525.4440	utilities	1200	
	37.000.2861	appropriations	1200	

Rod L. Abbott, CPA PLLC**Certified Public Accountant**

January 4, 2023

To Honorable Judge LaFleur, Members of the Commissioners' Court, and Management of
Marion County, Texas
102 W. Austin
Jefferson, Texas 75657

I am pleased to confirm my understanding of the services I am to provide Marion County, Texas ("County") for the year ended December 31, 2023.

Audit Scope and Objectives

I will audit the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Marion County, Texas as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to the County's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis,
- 2) Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual - General Fund
- 3) Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual - Road and Bridge Fund
- 4) Schedule of Changes in Net Pension Liability and Related Ratios - T.C.D.R.S. - Last Ten Measurement Years
- 5) Schedule of Employer Pension Contributions - T.C.D.R.S. - Last Ten Fiscal Years
- 6) Schedule of Changes in Total OPEB Liability and Related Ratios - T.C.D.R.S. - Last Ten Measurement Years
- 7) Schedule of Employer OPEB Contributions - T.C.D.R.S. - Last Ten Fiscal Years

I have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and I will provide an opinion on it in relation to the financial statements as a whole, in a report combined with my auditor's report on the financial statements:

- 1) Combining Statements for Non-Major Governmental Funds
- 2) Combining Statements for Trust Funds
- 3) Combining Statement for Agency Funds

The objectives of my audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes my opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

I will conduct my audit in accordance with GAAS and will include tests of your accounting records and other procedures I consider necessary to enable me to express such opinions. As part of an audit in accordance with GAAS, I exercise professional judgment and maintain professional skepticism throughout the audit.

I will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. I will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by me, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as your auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as your auditor.

I will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. I will also request written representations from your attorneys as part of the engagement.

Audit Procedures—Internal Control

I will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for my opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Since my audit planning has not yet commenced, I have not yet identified any significant risk(s) of material misstatement as part of my audit planning.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the County's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion.

Other Services

I will also prepare the financial statements of the County in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

I will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

My audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making all financial records, and related information available to me and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that I may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include my report on the supplementary information in any document that contains, and indicates that I have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to me in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services I provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

I understand that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any documents selected by me for testing.

The audit documentation for this engagement is the property of Rod L. Abbott, CPA PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to applicable federal or state grantors or their designees. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rod L. Abbott, CPA. Furthermore, upon request, I may provide copies of selected audit documentation to applicable federal or state grantors or their designees. Applicable federal or state grantors or their designees may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Rod Abbott is the engagement partner and is responsible for supervising the engagement and signing the report. I expect to begin my audit in May or June of 2024 and to issue my reports no later than September of 2024.

I estimate my fee for the audit and other services will be \$19,240 for the fiscal year ended December 31, 2023. You will also be billed for report reproduction, postage, lodging, and mileage at the applicable IRS rate. These costs will be billed at actual costs and are estimated at \$1,000. My invoices for these fees will be in the form of a \$4,500 retainer (billed later), and a final invoice at audit issuance that is payable on presentation. If a Single Audit performed under Uniform Guidance is required, then an additional fee in the range of \$4,500 to \$6,500 will apply. In accordance with my firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

Reporting

I will issue a written report upon completion of my audit of the County's financial statements. My report will be addressed to the County Judge, Commissioners' Court Members, and Management of Marion County, Texas. Circumstances may arise in which my report may differ from its expected form and content based on the results of my audit. Depending on the nature of these circumstances, it may be necessary for me to modify my opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to my auditor's report, or if necessary, withdraw from this engagement. If my opinions are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed opinions, I may decline to express opinions or withdraw from this engagement.

I appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the attached copy and return it to me.

Very truly yours,

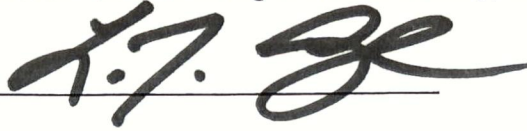


Rod L. Abbott, CPA PLLC

RESPONSE:

This letter correctly sets forth the understanding of Marion County, Texas.

Governance signature: _____



Title: County Judge _____

Date: 1-29-2024

RESOLUTION

WHEREAS, the Marion County Commissioners Court is adopting for Law Enforcement Employees, as described below, the following: Section 7(k) of the FLSA, 29 U.S.C. § 207(k), which provides a partial overtime pay exemption for public agency employees employed in law enforcement activities (deputies, jailers, detention officers, Investigators). Sheriff Department employees not included in the 207(k) exemption are the sheriff's administrative assistant and dispatchers.

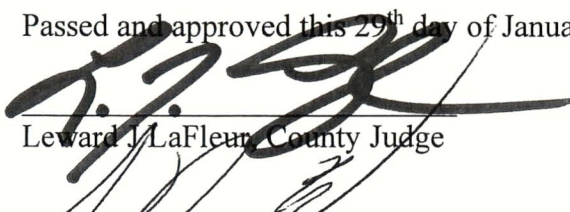
WHEREAS, under this provision, Marion County is establishing a work period of 14 consecutive days for the purpose of paying overtime compensation to employees employed in law enforcement activities in the Sheriff's Department.

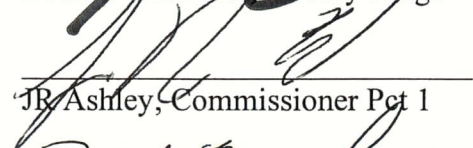
WHEREAS, the maximum hours standard for law enforcement personnel are 86 hours worked in a 14-day work period. Law Enforcement salaries cover up to 86 hours in the 14-day work period. Overtime will be earned following the 86th hour and will be paid through payroll as per the annual budget.

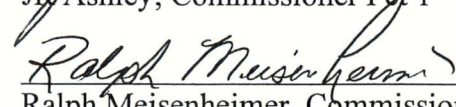
WHEREAS, the first 14-day work period will begin on Sunday, February 4, 2024 at 12:01 a.m.

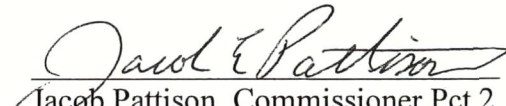
WHEREAS, the minimum number of hours required per pay period is 80 for those on an 8-hour shift (chief deputy and investigator) or 84 for those on 12-hour shifts (sergeant, deputies and jailers). Any time turned in each pay period must meet this minimum when work hours and time off hours are combined. Paid time off, including, but not limited to, vacation time, compensatory time, holidays, worker's compensation time, suspensions with pay, and any other time off from actual time worked, and for which compensation from the County is otherwise received, will not be included in the maximum calculation of hours worked and credited toward overtime compensation or compensatory time.

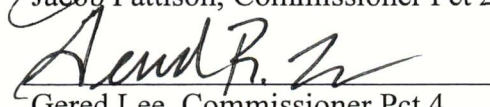
Passed and approved this 29th day of January 2024.


Leward J. LaFleur, County Judge

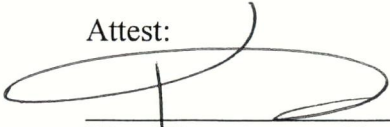

JR Ashley, Commissioner Pct 1


Ralph Meisenheimer, Commissioner Pct 3


Jacob Pattison, Commissioner Pct 2


Gered Lee, Commissioner Pct 4

Attest:


Kim Wise, County Clerk



2A-2 Internal Revenue Service (IRS) FRINGE BENEFITS

Marion County will comply with the IRS with regard to fringe benefits such as county uniforms, county vehicle usage and day-trip meals. You may be responsible for paying payroll taxes on such fringe benefits.

2A-3 COMPENSATION

Marion County Commissioners Court annually sets the maximum compensation for each employee in accordance with Texas State Law.

Marion County complies with the Fair Labor Standards Acts as outlined in the Fair Labor Standards Safe Harbor policy.

Law Enforcement personnel in the Sheriff's Department are treated in accordance with the 207(k) exemption under the Fair Labor Standards Act (FLSA). The Commissioners Court adopted this exemption

All non-exempt County employees shall be paid an hourly wage.

Some employees may have the classification of hourly employees paid on a salary basis, but they remain non-exempt for FLSA purposes.

Part time and temporary employees shall be paid hourly at least the minimum wage established by the Fair Labor Standards Act, as amended.

In the event of a major disaster where the County Judge has issued a disaster declaration and it has been extended by the Commissioners' Court, in order for the County to be reimbursed by FEMA, all salaried employees will be calculated in the same manner as hourly employees for the duration of the disaster incident and the disaster declaration is rescinded or allowed to expire.

Section amended 12/2023

2A-3a COLA Stipend

A Cost-of-Living Adjustment Stipend (COLA) will be budgeted during the annual budget process. However, the COLA is not an automatic payment. Each year at the November meeting of Commissioners Court, the Commissioners, by vote, will approve or disapprove the COLA for that fiscal year.

All full time and part time employees who have been employed by the county for at least one full year as of November 1 each year will be eligible for the Cost-of-Living Adjustment. Full time employees will receive \$500 and part time \$250, to

be paid the first pay period of December. Employees have to be employed at the time of distribution to receive the COLA.

Elected Officials nor the County Auditor are eligible for the stipend.

Section added 12/30/22

2A-4 PAYROLL DEDUCTIONS

Deductions shall be made from each employee's paycheck for federal withholding, social security, Medicare, and any other deductions required by law. Employees eligible for membership in the Texas County and District Retirement System shall have their contributions to that system deducted from each paycheck. Any optional deduction authorized by the Commissioners' Court and approved by the employee shall also be made from the employee's paycheck. No optional deduction shall be made from an employee's paycheck unless the employee turns in written authorization for the deduction to the County Treasurer's Office.

2A-5 WORK WEEKS AND WORK PERIODS

For purposes of recordkeeping and to determine overtime in compliance with the Fair Labor Standards Act (FLSA), the workweek for Marion County shall begin at 12:01 a.m. on each Sunday and end seven (7) consecutive days later (168 hours).

Law Enforcement employees in the Sheriff's Department who fall under the FLSA 207(k) exemption shall have a work period of 14 days and 86 hours as established by the Marion County Commissioners Court.

2A-6 TIMESHEETS

Each employee must fill out a time sheet to be turned in to their supervisor on the specified cut-off date for each pay period. Failure to complete a timesheet may result in an employee only receiving minimum wage payment until the proper time sheet has been completed and turned in to the payroll department. All corrections will be made on the next regularly scheduled payroll. The time sheet prepared by the employee shall show an accurate record of all time worked and leave taken, whether paid or unpaid, for the pay period.

Time sheets are governmental documents and as such require accurate and truthful information. Falsifying a time sheet, a governmental record, is a criminal offense.

Section amended 12/28/17

Employees shall be allowed to use earned compensatory time within a reasonable period after it is requested provided that the employee's absence will not place an undue hardship on the operations of the department in which the employee works. Compensatory time may be used for any purpose desired by the employee with supervisor approval. Marion County shall have the right to require employees to use earned compensatory time at the convenience of the county.

If an employee terminates employment, for any reason, prior to using all earned FLSA compensatory time, they shall be paid for all unused compensatory time in accordance with the requirements of the FLSA.

Marion County shall retain the right to "buy back" all or part of an employee's unused compensatory time by paying the employee for that time at the employee's current regular rate. Marion County shall retain the right to pay all or part of the overtime worked in any workweek by paying for that overtime at one and one-half ($1 \frac{1}{2}$) the employee's regular rate of pay.

Each employee shall be responsible for recording any compensatory time used within a pay period on the time sheet for that pay period.

2A-10a LAW ENFORCEMENT PAY AND OVERTIME

Marion County Commissioners Court has adopted the 207(k) exemption under the Fair Labor Standards Act for Law Enforcement employees in the Sheriff's Department, which includes deputies and jailers. These employees have a work period of 14 days and overtime will be due after 86 hours actually worked. Law Enforcement employees' salary covers all hours up to 86 hours. Paid leave shall not be counted in determining if overtime has been worked in any workweek. Except in emergency situations, an employee shall be required to have authorization from their supervisor before working overtime.

2A-11 DEMOTIONS

Demotions are the movement of an employee from one position to another with a decreased responsibility or complexity of job duties or to a lower salary. Elected officials, appointed officials or department heads may choose to demote or re-assign any employees who are unable to meet performance requirements, for disciplinary reasons or for any other reason as deemed necessary by the official. Upon demotion, an employee's salary may be adjusted downward.

2A-12 TRANSFERS

Transfers are the lateral movement of an employee from one position to another with the same responsibility or complexity of job duties with no change in salary.



TEXAS ASSOCIATION *of* COUNTIES
COUNTY INFORMATION RESOURCES AGENCY

SERVICES AGREEMENT

FINDINGS:

1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, to provide certain technology services to its members.
2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
3. Member's governing body has approved execution of an Interlocal Participation Agreement with CIRA.

AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

1. GENERAL TERMS AND CONDITIONS

1.1 Definitions.

- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

1.1.3 "TAC" means the Texas Association of Counties.

1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

1.2 Scope and conflict.

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

1.3 Authorized use.

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

1.4 Abuse of Services and CIRA's rights.

1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA services or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.

1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.

1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA services and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.

1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:

- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of hosted content ; and
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.

1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

1.5 Security.

1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person **for any reason. A CIRA representative will never ask you for your password.** If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password or request a password reset from CIRA or a Member email administrator to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA or a Member email administrator immediately to request that the password be reset.

1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Security enhancements. CIRA may make updates and/or implement changes

to Member email security settings to address critical security concerns without advance notice.

1.5.4 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

1.6 Intellectual Property.

1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites. In addition, Member shall retain all intellectual property rights it has (including copyrights and trademarks) as well as ownership of any data it provides.

1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:

- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

1.7 Disclaimer.

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION

SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of a website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devices, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

1.8 Indemnification and defense.

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) to the extent allowed by law from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contractors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (v) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such

defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnatee shall not be final without the Indemnatee's written consent, which shall not be unreasonably withheld.

1.9 Notice.

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery, email or fax:

To CIRA:

The County Information Resources Agency

c/o Texas Association of Counties

1210 San Antonio Street

Austin, Texas 78701

Attn: CIRA Manager

Support@county.org

Fax: (512) 479-1807

To Member:

To the CIRA Coordinator specified on the signature page.

1.10 Term and Termination.

1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one-year terms beginning January 1 and ending December 31, unless terminated as provided in this section.

1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.

1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for Services that have not been rendered at the time of termination.

1.11 Applicable Law.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

1.12 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

1.13 Amendment.

Except as provided in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

1.14 Third Party Rights.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

1.15 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

1.16 Payment terms.

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Either Party may terminate this Agreement for convenience by providing 30 days written notice to the other Party. Email licenses may only be terminated effective the monthly anniversary date of when the email license was initially purchased. Monthly fees cannot be prorated. Upon Member requesting cancellation of a license, CIRA will remove the email license on the next eligible cancelation date at the end of the monthly commitment, and the Member will be responsible for the cost of that email license until it can be removed. For example, if an email license is added on the 15th day of a month, it can physically only be removed on the 15th day of another month. Website hosting services are renewed annually for a term that runs from January through December and Member's first annual payment shall be prorated based on when Member first obtains CIRA website hosting service. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement. CIRA may increase prices for any of its services with 90 days' notice to the Member.

2. TERMS AND CONDITIONS FOR EMAIL SERVICES.**2.1 Email storage.**

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Storage of Member-related email must comply with the Member's email retention policies.

2.2 Email deletion.

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email after one year, following 60 day notice to the Member that it intends to purge email.

2.3 Email backup.

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

2.4 Records retention.

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.**

2.5 Email Administrator.

Member shall designate three individuals who will authorize the fulfillment of email-related requests submitted to CIRA by Member county. At the Member's discretion, it may grant additional administrative access to the three designated email administrators to manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

2.6 Responsibilities of Email Administrator.

Responsibilities of the Email Administrator include:

2.6.1 Authorizing CIRA to fulfill requests for Member's employees that involve email accounts, such as new email applications, email deletion requests, password resets, and other related requests. Approval must be provided by email administrator in a timely manner to ensure Member does not experience delays.

2.6.2 Developing and implementing a procedure for determining which employees will be allowed to use the available email accounts.

2.6.3 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.

2.6.4 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.

2.6.5 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.

2.6.6 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.

2.6.7 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.

2.6.8 Configuring email programs on a Member's device(s) as necessary to access the email server.

2.7 E-mail Terms and Conditions; Individual User's Obligations.

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit C and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on Texas Association of Counties website at <https://www.county.org/TAC-CIRA>.

2.8 Email security.

2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.

2.8.2 Alias, office, or department accounts may be shared but each User is required to obtain their own email license and is strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.

2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.

2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.

2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

2.8.6 Member agrees to implement and/or enable two factor authentication for each individual e-mail account, which requires that each individual has his or her own e-mail license, including in instances of shared mailboxes. For mailboxes integrated with third-party applications, such as a fax line or printer, an exception for implementing two factor authentication can be requested.

2.9 Email Support.

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, Mac Mail, Apple Mail etc. CIRA staff will provide instruction and settings for Email account setup, troubleshooting send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.

3.1 Internet domain name.

Member authorizes CIRA to obtain and/or host the Member's domain name and server settings.

3.2 Internet service.

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

3.3 Server storage.

CIRA will provide a Member with storage space on CIRA's website hosting provider's servers to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit B.

3.4 CIRA and TAC logos and links.

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

3.5 Website availability and Service interruption.

Except as provided below, CIRA will ensure that Member's website is available to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website availability or Service. Additionally, equipment failure may cause a temporary loss of website availability or Service. Member agrees that CIRA is not liable for any loss or interruption of website availability or Service regardless of the cause of interruption.

3.6 Website posting.

3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit B. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.

3.6.2 If Member elects for CIRA to provide website posting assistance for Member's website, then the scope for services will follow these guidelines:

- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) CIRA will post content and attachments in the format that is submitted by Member and will not make changes to content within attachments. Content adjustments within documents and attachments must be completed by Member.
- (e) Any edit request submitted by Member that is deemed a customization of the

website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.

3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.

3.6.4 CIRA performs website posting updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutorily imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.

3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.

3.6.6 Member is responsible for ensuring that content published to its website follows accessibility guidelines and best practices in a manner that provides a reasonable accommodation for individuals with disabilities. When providing website posting services for a Member, CIRA staff will not alter or format content that is submitted to CIRA by Member and published on the Member's behalf. Content submitted by Member will be web published in the format the content was submitted to CIRA.

3.6.7 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be considered a customization of the website, and the Member will be charged accordingly.

3.7 Third-party content.

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third-party material; and

- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

3.8 Prohibited content.

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

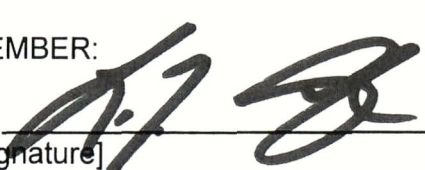
4. ADDITIONAL SERVICES.

4.1 CIRA may offer Member services in addition to email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

COUNTY INFORMATION RESOURCE AGENCY

By: _____ Date: _____
 Executive Director
 Texas Association of Counties

MEMBER:

By:  _____ Date: 1-29-2024
 [Signature]

Leward J LaFleur
 [Printed Name]

Marion County Judge
 [Title]

CIRA COORDINATOR CONTACT

The CIRA Coordinator is the county official or employee who will serve as the primary point of contact for any notices, updates, or other communications from TAC CIRA.

Name: Shanna Solomon

Title: County Auditor

County: Marion

Telephone Number: 903-665-7240

Email Address: shanna.solomon@co.marion.tx.us

Physical Address: 102 W Austin, Room 102, Jefferson, TX 75657

MEMBER EMAIL ADMINISTRATOR (*required - applicable for email services only*) The member email administrator is a county official or employee who will manage the county's email accounts and perform the duties as outlined in this service agreement (see 2.5 and 2.6 for responsibilities.) Members are required to designate at least three email administrators, each of whom will be granted 1-3 levels of privileges, with Level 1 being required for three Email Administrators.

Level 1 (*Required for all Email Administrators*)

Responsible for authorizing TAC CIRA to fulfill member county's email-related requests.

Level 2 (*Optional for all Email Administrators*)

Provides the Administrator the ability to manage county email accounts (E.g., add and delete accounts, reset passwords.)

Level 3 (*Optional for all Email Administrators – Use discretion when granting*)

This privilege level grants the Administrator with global administrator access in the email control panel. Global administrator privileges allow the individual to make significant changes to service, including all security settings. **Two factor authentication must be enabled for users with this privilege level. It is**

suggested that this privilege level is reserved for IT professionals, as significant negative impacts are possible with unintended changes.

Email Administrator 1 (required)

Name: Leward J LaFleur

Title: County Judge

County: Marion

Telephone Number: 903-665-3261

Email Address: leward.lafleur@co.marion.tx.us

Physical Address: 102 W Austin, Room 205, Jefferson, TX 75657

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

☒ **Level 2 (optional)** Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

☐ **Level 3 (optional)** Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

Email Administrator 2 (required)

Name: Shanna Solomon

Title: County Auditor

County: Marion

Telephone Number: 903-665-7240

Email Address: shanna.solomon@co.marion.tx.us

Physical Address: 102 W Austin, Room 102, Jefferson, TX 75657

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

☐ **Level 2 (optional)** Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

☒ **Level 3 (optional)** Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

Email Administrator 3 (required)

Name: BJ Westbrook

Title: County Treasurer

County: Marion

Telephone Number: 903-665-2472

Email Address: bj.westbrook@co.marion.tx.us

Physical Address: 102 W Austin, Room 101, Jefferson, TX 75657

Level 1 (required) Provide this email administrator with privileges to approve or reject email-related requests.

☐ **Level 2 (optional)** Provide this email administrator with privileges on the platform to manage email accounts (e.g., add and delete mailboxes.)

☐ **Level 3 (optional)** Provide this email administrator with global administrator privileges for the email dashboard, including access to security settings.

Exhibit A: Email Services, Pricing and Order Form

Email Services

All email services are provided by a third-party vendor. Support and migration is provided by TAC CIRA. Please place an "X" in the box next to the email service selected, the number of email accounts and authorized signature below.

County/Member Name: Marion County

The required management fee offsets TAC's administrative expenses, including personnel, network, hardware and professional fees that are generated by the migration, support, licensing and administration of email services to the member. The member's management fees are charged on a monthly basis, amounting to 30% of the member's total monthly license fees for all email services products.

Selected Service	Email Service Description	Cost
☐ # of Email Accounts: _____	Plan 1: Microsoft 365 Business Basic Email (50 GB) Exchange email, instant messaging and collaboration tools. • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.) • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search • Maximum of 300 users • Email migration included	\$4.90 per email / per month + 30% Management Fee per month

☐ # of Email Accounts: 	Plan 2: Microsoft 365 Business Standard Email (50 GB) Full featured productivity suite including collaboration tools, and the full Microsoft Office suite • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search • Maximum of 300 users • Email migration included	\$12.40 per email / per month + 30% Management Fee per month
☐ # of Email Accounts: 	Plan 3: Microsoft 365 Business Premium Email (50 GB) Full featured productivity suite including collaboration tools, and the full Microsoft Office suite, plus robust security features. • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search and Data Loss Prevention • Maximum of 300 users • Email migration included • Includes Exchange Online Archiving • Includes robust security features like Defender for Office 365, Azure Information Protection, and Azure Active Directory (Plan 1.)	\$21.90 per email / per month + 30% Management Fee per month

☐ # of Email Accounts: 	Plan 4: Office 365 Enterprise - E1 (50 GB) Online versions of Microsoft Exchange email, instant messaging, and collaboration tools with unlimited users per plan. • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.) • Collaboration tools like SharePoint and Teams • 1 TB of One Drive Storage • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included	\$7.90 per email / per month + 30% Management Fee per month
☐ # of Email Accounts: 	Plan 5: Office 365 Enterprise - E3 (100 GB) Advanced enterprise features and management tools coupled with an Exchange mailbox, collaboration tools and the full Microsoft Office applications with unlimited users per plan. • 100 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes online and installed versions of Office Suite applications (Word, Excel, etc.) on up to 5 devices per user • Collaboration tools like SharePoint and Teams (with purchase of 5+ mailboxes) • 1 TB of One Drive Storage (free upgrade to up to 10 TB with purchase of more than 5 licenses) • Active directory integration • Content protections through Content Search, Core eDiscovery, and Data Loss Prevention • Unlimited number of users • Email migration included	\$19.90 per email / per month + 30% Management Fee per month
☒ # of Email Accounts 66 	Plan 6: Office 365 Exchange Online Plan 1 (50 GB) Reliable business class email with 50 GB mailbox per user • 50 GB mailboxes • Enhanced email anti-virus and SPAM protection • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included	\$3.90 per email / per month + 30% Management Fee per month

☐ # of Email Accounts: 	Plan 7: Exchange Online Plan 2 (100 GB) All of the features of Exchange Online Plan 1, plus 100 GB of mailbox storage and data loss prevention. • 100 GB mailboxes • Enhanced email anti-virus and SPAM protection • Active directory integration • Content protections through Content Search and Data Loss Prevention • Unlimited number of users • Email migration included	\$7.90 per email / per month + 30% Management Fee per month
☐ # of Email Accounts: 	Plan 8: Office 365 - F3 (2 GB) Low-storage mailbox with collaboration tools and a selection of Microsoft Office applications. • 2 GB mailboxes • Enhanced email anti-virus and SPAM protection • Includes <u>online-only</u> version of Office Suite applications (Word, Excel, etc.) • Collaboration tools like SharePoint and Teams • 2 GB of OneDrive storage • Active directory integration • Content protections through Content Search • Unlimited number of users • Email migration included	\$3.90 per email / per month + 30% Management Fee per month
☐ # of Email Accounts: 	Add-On Feature 1: Email Archiving Implement archiving for all of your email users. Your county email administrator will receive training on utilizing the archiving dashboard. From the moment archiving is enabled, all emails sent and received from that point are archived. Counties can opt to perform a historical import of stored emails sent/received previously for about \$6 per GB.	\$3.00 per email / per month + 30% Management Fee per month

☐ # of Email Accounts: _____	Add-On Feature 2: Microsoft Defender for Office 365 (Plan 1) Add Microsoft Defender for Office 365 to any 365 mailbox for enhanced security features, such as an additional layer of security for links and attachments, and advanced anti-phishing capabilities.	\$3.00 per email / per month + 30% Management Fee per month
☐ # of Email Accounts: _____	Add-On Feature 3: Microsoft Defender for Office 365 (Plan 2) All of the features of Microsoft Defender for Office 365 Plan 1, plus threat tracking, automated investigations of flagged activity, attack simulator module.	\$8.00 per email / per month + 30% Management Fee per month
☒ # of Email Accounts: <u>1</u>	Add-On Feature 4: Azure Information Protection (Plan 1) Add Azure Information Protection to any 365 mailbox to classify and protect certain types of data and files by tracking and controlling how these materials are emailed internally and externally.	\$3.00 per email / per month + 30% Management Fee per month
☐ # of Email Accounts: _____	Add-On Feature 5: Azure Active Directory Premium P1 A robust set of capabilities to empower organizations with more complex identity and access management needs.	\$5.00 per email / per month + 30% Management Fee per month

Printed Name: Leward J LaFleur Title: Marion County Judge

Authorized Signature:  Date: 1-29-2024

Exhibit B: Website Services, Pricing and Order Form

Website Services

Website hosting is provided by a third-party vendor. Migration, management and support services provided by TAC CIRA. Please place an "X" in the box next to the website service selected and get authorized signature below.

County/Member Name: Marion County

Selected Service	Website Service Description	Cost
☐	Standard Website Package • Modern & streamlined pre-set website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • This package does not qualify for website postings add-on option	\$1,550 per year
☒	Standard Plus Website Package • Includes all features of Standard Package, plus website postings add-on • Modern & streamlined pre-set website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form	\$3,550 per year

☐	Premium Website Package • Modern & streamlined website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Custom designed website layout • Advanced website modules like blogs, database, custom site search engine and mobile website	\$4,500 first year (includes set-up fee & first annual payment) / \$3,200 annual fee (after first year)
☐	Ultimate Website Package • Modern & streamlined website design • Responsive design adapts to variety of screen sizes • Secure Sockets Layer Certificate - security best practice, automatically renewed yearly • Training for county staff on website platform & making website edits • Project Management Services for Migration Included • Phone & email support, Monday - Friday, 8 am to 5 pm • Custom designed website layout • Advanced website modules like blogs, database, custom site search engine and mobile website • Communicator module to prominently place county news & announcements on website homepage	\$5,500 first year (includes set-up fee & first annual payment) / \$4,200 annual fee (after first year)
☐	Website Postings Add-on • Available for Premium and Ultimate Website Packages only at a discounted rate • Website content posts and edits fulfilled by TAC CIRA staff on your behalf • Edits are submitted via email or web form	\$1,800 per year

Selected Service	Website Service Description	Cost
☐	Website Content Migration or Customization - If a member requests a website update that will alter the appearance of the website or if the request is beyond the scope of normal posting procedure, the member will incur a website customization charge. - Performing content migration from one website to another.	\$50 / per hour
☐	Mobile App Available for Ultimate Website Packages only - Custom designed Mobile App for iOS and Android - Mobile Apps available for download in the App Store and Google Play Store - Project Management Services for Setup Included - Phone & email support, Monday - Friday, 8 am to 5 pm	\$6,500 first year (includes set-up fee & first annual payment) / \$5,000 annual fee (after first year)
☐	New Custom Seal/Logo Design - Have a new custom seal or logo designed for your county, department or program - Includes up to three custom design mockups - Final design format: Vector	\$2,000 per logo
☐	Existing Seal/Logo Refresh - Give your existing county seal or program logo a refreshed look - Includes design and color modifications - Price quote provided upon request - Final design format: Vector	\$150 / per hour

Printed Name: Leward J LaFleur Title: Marion County Judge

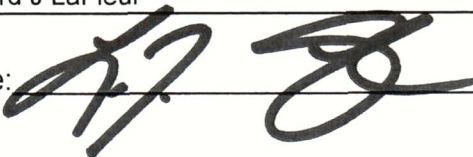
Authorized Signature:  Date: 1-29-2024

Exhibit C: Email Terms and Conditions -Individual User's Agreement

As a condition of receiving access to the email Service provided by the Texas Association of Counties County Information Resources Agency (TAC CIRA), I understand and agree that:

1. I must comply with TAC CIRA's email terms and conditions as attached to this agreement;
2. The email terms and conditions may be revised by TAC CIRA from time to time and that the current version of the applicable terms and conditions is the version be posted on the TAC website: <https://www.county.org/TAC-CIRA/Email-Services>;
3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by TAC CIRA's terms and conditions;
4. My failure to confirm my agreement to abide by TAC CIRA's email terms and conditions may result in TAC CIRA's refusal to allow me access to my email account;
5. I will keep my password secure and not disclose it to any other person for any reason;
6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
7. If I lose or cannot remember my password, I will immediately contact TAC CIRA to request that my password be reset.
8. I will abide by and consent to the following terms and conditions
 - [Rackspace Acceptable Use Policy \(AUP\)](#)
 - [Microsoft End User License Terms](#)
 - [Microsoft License Mobility Terms](#)

SIGNED the ____ day of _____, 20____

Signature: _____

Printed Name: _____ Title: _____

County: _____

Email address: _____

Exhibit "N"

RESOLUTION SUPPORTING ISRAEL'S RIGHT TO EXIST

WHEREAS On October 6, 2023 the terrorist organization "Hamas", which controls the government in the Gaza Strip, launched a heinous and unprovoked attack against Israel.

WHEREAS Hamas is internationally recognized as a terrorist organization.

WHEREAS since the start of the war, Israel has incurred more than 3,600 wounded, 1,300 murdered, and 126 families have been taken hostage.

WHEREAS the brutality against Jews has included beheading infants in cribs, shooting of unarmed citizens, and kidnapping of young Jewish children, as well as burning Jews alive in their homes and vehicles.

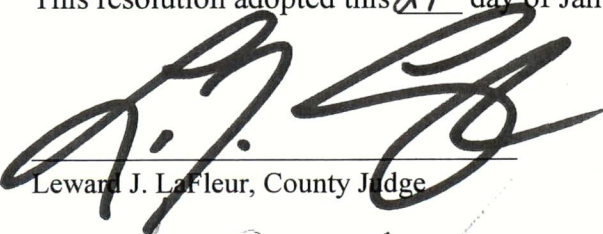
WHEREAS, all these atrocities happened simply because the victims were Jewish. As such, we recognize that all of this is the result of antisemitism.

WHEREAS antisemitism is an irrational hatred of people of Jewish ancestry and religion.

BE IT THEREFORE RESOLVED that the Marion County Commissioners Court hereby goes on record reaffirming the support for the nation of Israel and Jews, and their right to defend themselves and exist as a country.

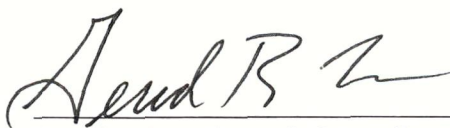
BE IT FURTHER RESOLVED that a copy of this Marion County Commissioners Court resolution, once adopted, be distributed to all locally elected officials, as well as officials representing Marion County in the Texas House, Texas Senate, US House of Representatives, and both of Texas' US Senators.

This resolution adopted this 29th day of January 2024


Lewand J. LaFleur, County Judge
J.R. Ashley, Commissioner, Pct. 1
Jacob Pattison, Commissioner, Pct. 2



Ralph Meisenheimer, Commissioner, Pct. 3



Gered R. Lee, Commissioner, Pct. 4

Attest:



Kimberly Wise
County Clerk

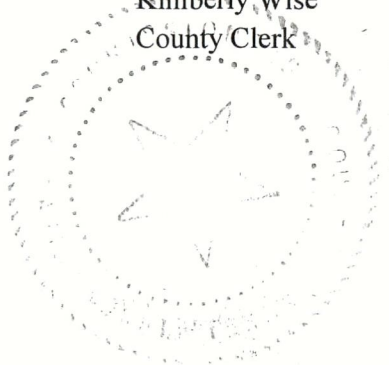


Exhibit "D"

Sandra Wright

From: lajuanaedmonds52@gmail.com
Sent: Friday, January 19, 2024 10:25 AM
To: Sandra Wright
Subject: request for new cvnd board member

I have spoken to CVND Board Chairman Ralph Meisenheimer and he is requesting that David Capps replace retiring board member John Billingsley. Please place this request on the next Marion County Commissioners Court Agenda.

Thank you,
Lajuana Edmonds
CVND Secretary



TEXAS INDEPENDENCE DAY FIREWORKS PERIOD
(FEBRUARY 25-MIDNIGHT, MARCH 2)
DEADLINE TO ADOPT ORDER: FEBRUARY 14, 2024

Occupations Code, §2154.202(h), permits the commissioners court to adopt an order authorizing the sale of fireworks for Texas Independence Day (March 2).

If the court decides to permit the sale of fireworks during the Texas Independence Day period, the order must be adopted before February 15. If the court does not wish to permit the sale of fireworks during this period, no action is required.

Please note the distinction between this law (Occupations Code, §2154.202(h)), which **allows** the commissioners court at its **discretion** to **permit** fireworks sales for the holiday period and the other law (Local Government Code, §352.051) which **requires** the court to take action to **restrict** or **prohibit** sales during certain times of the year if drought conditions are present.

To assist the court in determining whether conditions are suitable for authorizing the sale of fireworks, the Texas A&M Forest Service is required to make its services available each day during the Texas Independence Day period to respond to the request of a county as to whether or not drought conditions exist. To obtain a determination from the Texas A&M Forest Service, call (979) 458-7331.

If the court decides to adopt such an order for Texas Independence Day, it may **restrict** or **prohibit** the sale of "restricted fireworks," which are defined as "skyrockets with sticks" and as "missiles with fins." A violation of the order is a Class C misdemeanor. Also, a citizen may file suit for an injunction to prevent a violation or threatened violation of the order.

Under Local Government Code §352.051(f), the county may also designate one or more "safe" areas where the use of restricted fireworks is not prohibited. In determining if an area may be considered "safe" the court should take into account whether adequate public safety and fire protection services are provided to the area.

A copy of Local Government Code §352.051, and the portions of the Occupations Code that define and explain permitted and prohibited fireworks, are available online at county.org/fireworks. A sample order authorizing the sale of fireworks during this period is provided on the following page. If your court decides to designate "safe" areas, the sample order will need to be modified to include appropriate language. If you have any questions, please contact the TAC Legal Department at (888) 275-8224.

STATE OF TEXAS

COUNTY OF MARION

ORDER AUTHORIZING TEXAS INDEPENDENCE DAY FIREWORKS SALES

WHEREAS, the Commissioners Court of Marion County is authorized under Occupations Code Section 2154.202(h), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Texas Independence Day; and

WHEREAS, on the 29th day of January, 2024, the Commissioners Court of Marion County has determined that conditions are favorable to issue such an Order;

NOW, THEREFORE, the Commissioners Court of Marion County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Texas Independence Day period beginning February 25, 2024 and ending at midnight March 2, 2024, subject to the following restrictions:

- a. This order expires on the date the Texas A&M Forest Service determines drought conditions exist in the county or midnight, March 2, 2024, whichever is earlier.
- b. [Describe specific restrictions, if applicable]

Approved this the 29th day of January, 2024, by the Marion County Commissioners Court.



County Judge

STATE OF TEXAS

COUNTY OF MARION

SUB-LEASE

PROPERTY: .30 acre tract, including improvements, located at 8849 FM 729, Avinger, Texas, more particularly described in "Exhibit A" to the original lease.

PARTIES TO SUB-LEASE:

Marion County, Texas
County Judge Leward LaFleur
102 W. Austin Street
Jefferson, Texas 75657

Friends of Lake O' The Pines
Becky Rockwell, President KRISTI THOMAS
2019 FM 726
Jefferson, Texas 75657

PARTIES TO ORIGINAL LEASE:

Marion County, Texas (original Sublessee – Mims Volunteer Fire Department)

U.S. Army Corps of Engineers

Original Lease Number: DACW63-1-13-0842

Original Lease Date: August 13, 2013

Original Lease Term: Five years with four (4) five (5) year options, but revocable at will by the Secretary of the Army.

THIS SUB-LEASE INCORPORATES BY REFERENCE IN ITS ENTIRETY THE TERMS OF THE ORIGINAL LEASE (DACW63-1-13-0842). SUBLESSEE AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF THE ORIGINAL LEASE AND, BY AGREEING, ACKNOWLEDGES THAT THE FEDERAL GOVERNMENT IS THE LESSOR OF THE ORIGINAL LEASE.

TERM: One year with four one year options starting on the effective date of this contract.

UTILITIES: Friends of Lake O' the Pines shall be responsible for utilities.

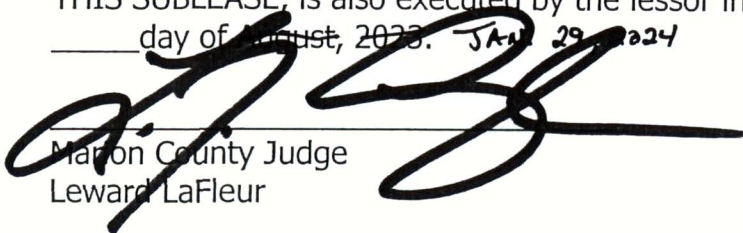
PROPERTY AND LIABILITY INSURANCE: Marion County shall continue to be responsible for this insurance.

IN WITNESS WHEREOF, I have hereunto set my hand by the authority of the Secretary of the Army, this the _____ day of August, 2023.
JAN. 2024

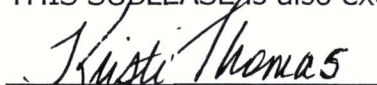
Name: _____

Title: _____

THIS SUBLEASE is also executed by the lessor in the original lease on this the _____ day of August, 2023. JAN. 29, 2024


Marion County Judge
Leward LaFleur

THIS SUBLEASE is also executed by Sublessee on this the _____ day of August, 2023.


Becky Rockwell KRISTI THOMAS
President of Friends of the Lake O' The Pines

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KT