

102 West Austin Street, Suite 205
Jefferson, Texas 75657



FILED FOR RECORD

24 NOV 21 AM 7:58

(903) 665-3261

Fax (903) 665-8732

KIMBERLY WISE
CO. CLERK, MARION CO.

Hon. Leward J. LaFleur U.S. DEPUTY
BY U.S. DEPUTY

Commissioner J.R. Ashley

Commissioner Ralph Meisenheimer

Marion County Judge

Commissioner Jacob Pattison

Commissioner Gered R. Lee

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 25th November, 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 – November 12, 2024, November 15, 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. County Auditor to make financial report

2. Consider for approval corrections to the 2025 Commissioner Court Dates

3. Award Indigent Attorney Contract for 2025

4. Award Conflict Indigent Attorney Contract for 2025

5. Enter into Executive Session per LGC 551.071 regarding County of Marion vs. Purdue Pharma L.P., et al, MDL Pretrial Cause No. 2018-63587, in the 152nd District Court of Harris County

6. Consider for approval, authorizing County Judge to execute Resolution and Settlement Participation and Release Form regarding settlement offer from Kroger in the matter of Texas Opioid Multi-District Litigation in Re: County of Marion vs. Purdue Pharma L.P., et al.

7. Consider Ratification of contract with ETCOG for OOG grant No. SF-2541713 Regional Evaluation of Services for Juveniles (RESFJ) from September 1, 2024 – August 31, 2025 for \$1,200

8. J.D. McMullen to make presentation to the Court concerning Enhancing Justice & Retaining Funds: The Case for County ADR Systems

Leward J. LaFleur
County Judge
Marion County, Texas

MINUTES OF MARION COUNTY COMMISSIONERS' COURT
NOVEMBER 25, 2024

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on November 25, 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 NOVEMBER 12, 2024, NOVEMBER 15, 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 COUNTY AUDITOR FINANCIAL REPORT**

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

ITEM NO. 2**ORDER TO APPROVING CORRECTIONS TO THE 2025 COMMISSIONER COURT DATES.**

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

See Exhibit "A" attached

ITEM NO. 3**ORDER TO AWARD THE INDIGENT ATTORNEY CONTRACT FOR 2025 TO CRAIG FLETCHER.**

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

See Exhibit "B" attached

ITEM NO. 4**ORDER TO AWARD THE CONFLICT INDIGENT ATTORNEY CONTRACT FOR 2025 TO BRANDON WINN.**

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

See Exhibit "C" attached

ITEM NO. 5**ENTER INTO EXECUTIVE SESSION PER LGC 551.071 REGARDING COUNTY OF MARION VS. PURDUE PHARMA L.P., ET AL, MDL PRETRIAL CAUSE NO. 2018-63587, IN THE 152ND DISTRICT COURT OF HARRIS COUNTY.**

No Action Taken

ITEM NO. 6**ORDER TO APPROVE AUTHORIZING COUNTY JUDGE TO EXECUTE
RESOLUTION AND SETTLEMENT PARTICIPATION AND RELEASE FORM
REGARDING SETTLEMENT OFFER FROM KROGER IN THE MATTER OF TEXAS
OPIOD MULTI-DISTRICT LITIGATION IN COUNTY OF MARION VS PURDUE
PHARMA L.P.**

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

See Exhibit "D" attached

ITEM NO. 7**ORDER APPROVING RATIFICATION OF CONTRACT WITH ETCOG FOR OOG
GRANT NO. SF-2541713 REGIONAL EVALUATION OF SERVICES FOR JUVENILES
(RESFJ) FROM SEPTEMBER 1, 2024 – AUGUST 31, 2025 FOR \$1,200.**

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

See Exhibit "E" attached

ITEM NO. 8**J.D. MCMULLEN TO MAKE PRESENTATION TO THE COURT CONCERNING
ENHANCING JUSTICE & RETAINING FUNDS: THE CASE FOR COUNTY ADR
SYSTEMS.**

Presentation Only
No Action Taken

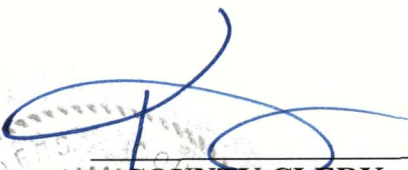
See Exhibit "F" In Folder

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 9:31 a.m.

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

I attest to the accuracy of
the foregoing minutes.



COUNTY CLERK

COUNTY JUDGE

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

Exhibit "A"

Commissioner Court Dates for 2025

Monday, January 13, 2025

Monday, January 27, 2025

Monday, February 10, 2025

Monday, February 26, 2025

should be the 24th

Monday, March 10, 2025

Monday, March 31, 2025

Monday, April 14, 2025

Monday, April 28, 2025

Monday, May 12, 2025

Tuesday, May 27, 2025

----- Monday, May 26th (Memorial Day)

Monday, June 09, 2025

Friday, June 27, 2025

Monday, June 30, 2025

----- Budget Meeting

Friday, July 11, 2025

Monday, July 14, 2025

Monday, July 28, 2025

Thursday, July 31, 2025

----- Budget Meeting

----- Budget Meeting

Wednesday, August 06, 2025

Monday, August 11, 2025

Monday, August 25, 2025

Friday, August 29, 2025

----- Budget Meeting

----- Budget Meeting

Holiday (LBJ)

change to Thursday, August 28, 2025

Friday, September 05, 2025

Monday, September 08, 2025

Monday, September 29, 2025

----- Budget Meeting

Monday, October 13, 2025

Monday, October 27, 2025

Monday, November 10, 2025

Monday, November 24, 2025

Monday, December 08, 2025

Monday, December 29, 2025

DEC 05 2024

EXHIBIT A

MARION COUNTY JUDGE

**CONTRACT FOR LEGAL SERVICES
TO CRIMINAL DEFENDANTS**

This Contract is made by and between Marion County, Texas ("County"), a political subdivision of the State of Texas, and Craig Fletcher, State Bar No.00792506 ("Attorney") on the 25th day of November 2024. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Marion County. Attorney has agreed to provide all services requested, except for those hereinafter described.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for twelve (12) months, beginning on January 1, 2025 and ending on December 31, 2025, unless sooner terminated as set forth herein.
2. Compensation. Attorney will receive the sum of \$6,666.66 per month, for a total of \$80,000.00 for the term of the contract (unless the Contract is terminated sooner). A check payment will be made twice a month in direct correlation with Commissioners Court which is typically the second and last Mondays of each month for twelve months. Attorney shall submit an itemized fee voucher to the appointing authority for approval prior to being forwarded to the financial officer for payment.
3. Case Load. Attorney(s) may handle up to a maximum of 242 cases per year (i.e., a maximum of 100 felonies, 125 misdemeanors, 12 juvenile cases, and 5 appeals). If the total volume of cases requires that Attorney(s) be appointed to handle more than 242 cases a year, Attorney(s) will be compensated for work on such extra cases at the rate of one and one-half times the normal rate for indigent defense cases in each respective county, or the reasonable fee that the presiding judge finds by order to be appropriate. In these cases, the Attorney(s) must present a form listing the time spent on each case, together with the activities for which the time was incurred, to the presiding judge for approval.
4. Expense Reimbursement. Attorney(s) may receive reimbursement for reasonable and necessary expenses, including expenses for investigation, and other experts, consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Marion County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Marion County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and/or vouchers, and submitted to the presiding judge for approval.
5. Independent Contractor. Attorney(s) are not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's

professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or any judge, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT – NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

6. Standard of Performance.

- (a) Attorney(s) will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- (b) Attorney(s) shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.
- (c) Attorney(s) shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.
- (d) Attorney(s) shall not assign, subcontract or delegate any part of the services to be provided by the Attorney(s) under this Contract.
- (e) Attorney(s) must submit a monthly progress report to be approved by the Marion County Judge prior to any payment being made under this Contract, in accordance with art. 26.05 of the Texas Code of Criminal Procedure. The report must include the number of cases disposed of in the previous month and the types of cases (adult felony, adult misdemeanor, and juvenile) as well as the number of cases currently open and assigned by the courts. The County Judge may require other information, which is necessary and relevant, and may confer with the presiding judge on any case.
- (f) Attorney must present by October 15 each year, an annual percentage of the attorney's practice time that was dedicated to work based on appointments accepted in the county for the preceding year from October 1st through September 30th.
- (g) Attorney(s) must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the County Judge of any change in the status of the Attorney's licensure. The Attorney(s) must provide the County with proof of licensure in good standing upon request. Attorney's qualifications shall equal or exceed the qualifications provided in the indigent defense procedures

adopted pursuant to Article 26.04, Code of Criminal Procedure, including in Marion County's Indigent Defense Plans.

- (h) Attorney(s) agrees to indemnify and hold harmless Marion County from any and all claims rising from the delivery of professional services under this contract.
- (i) Attorney(s) must report to the County Auditor the number of continuing legal education hours completed. Attorneys must complete at least 6 hours of continuing legal education pertaining to juvenile law during each 12-month reporting period or be currently certified in juvenile law by the Texas Board of Legal Specialization. Attorneys must complete at least 6 hours of continuing legal education pertaining to criminal law during each 12-month reporting period or be currently certified in criminal law by the Texas Board of Legal Specialization.
- (j) Attorney(s) shall maintain the ability to receive facsimile correspondence twenty-four hours a day, seven days a week.
- (k) Attorney(s) must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
- (l) Attorney(s) shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney(s) will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.
- (m) Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract
- (n) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- (o) Trial and appearance dockets will be set after consultation with attorney(s). Attorney(s) are required to attend all appearance and trial dockets unless approval is sought from the Court at least fourteen (14) days prior to the docket. Failure to attend any docket absent Court approval will result in a financial sanction of \$1,000.00 and will be considered a material breach of this contract.
- (p) Contract attorney(s), upon resignation from their contract position, are expected to continue representation of appointed clients as of the date of resignation. In the event that attorney no longer wishes to represent such appointed client, the attorney must reimburse the County \$250.00 per client to defray the cost of new appointed counsel.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the court in which the case is pending, and if ordered by the Judge presiding, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
8. Termination. This Contract may be terminated by the County for good cause, with the approval of the majority of the County and District Judges serving Marion County. If a reason for termination is found to exist by any of the judges or the program director, written notice will be given to Attorney, and a private meeting will be held with the Attorney and judges present to discuss the relevant issues, and, thereafter, the judges will vote on the termination of Attorney's contract.
 - (a) County may terminate this agreement if Attorney(s) closes his active office.
 - (b) County may terminate this agreement if Attorney(s) fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
 - (c) Attorney(s) may terminate this agreement if County fails to make timely payments hereunder.
 - (d) Attorney(s) may terminate this agreement if, for reasons beyond the control of Attorney(s), Attorney is unable to perform the duties required hereunder.
 - (e) This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
9. Administration. The District Judges and the Marion County Judge will provide oversight and monitoring to assure that Attorney(s) performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Marion County Judge, or the District Judges on the part of any person.
10. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Marion County.
11. Additional Terms and Conditions.
 - (a) The cases to be handled under this Agreement shall be non-capital murder cases in which the death penalty is sought. The appointments hereunder may include juvenile cases.
 - (b) Attorney(s) will be responsible for three different categories of cases in County and District Court, which include appeals:

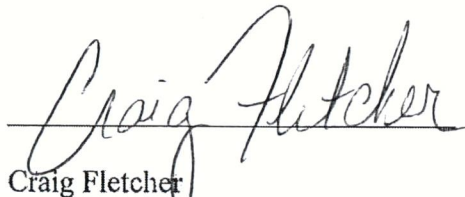
Level One. Felonies

Level Two. Misdemeanors

Level Three. Juveniles

- (c) A determination that Attorney(s) has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above.
- (d) Falsification of any report, invoice, billing documentation or other submission by the Attorney(s) will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney(s) to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.
- (e) Attorney(s) will be provided with on-line access to West Law.

ATTORNEY:



Craig Fletcher
Attorney at Law
203 West Austin St
Marshall, Tx 75670
craig@craigfletcherlaw.com
903-503-7676 phone
903-503-7680 fax

COUNTY:



COUNTY JUDGE
Marion County
102 W Austin, Room 205
Jefferson, TX 75657
903-665-3261 phone
903-665-8732 fax

Date: 12/4/2024

Date: 11-25-2024

I have been happy with Craig in the contract and with Brandon on the conflicts. I approve. Thanks

494



DEAN FOWLER

Judge, 115th Judicial District Court

P. O. Box 1052

Gilmer, Texas 75644

Office (903) 843-2836

I approve of both.

Sincerely,

Michael P. Kopech

276th Judicial District Judge

Camp, Marion, Morris & Titus Counties

(903) 577-6736

On Oct 25, 2024, at 5:25 PM, shanna solomon <ssolomon@co.marion.tx.us> wrote:

Judges,

Attached are the two contracts I received for Indigent Attorney.

Craig Fletcher was the only one who applied for Indigent Attorney

Brandon Winn was the only one who applied for Conflict Indigent Attorney

Kyle Dansby requested a bid packet from me but I did not receive an application from him in the mail or by email. Deadline was October 25, 2024 at noon.

Let me know if you approve and I will get this on the agenda.

Shanna Solomon

Marion County Auditor

102 W Austin, Room 102

903-665-7240

903-665-8732 fax

Shanna.solomon@co.marion.tx.us

<Fletcher Application.docx>

<Winn Application.pdf>

**Re: CONTRACT INDIGENT DEFENSE ATTORNEY APPLICATION
JANUARY 1, 2025 – DECEMBER 31, 2025**

To: Honorable Judges LaFleur, Fowler, and Kopech
From: Craig Fletcher

Cost of Services under Contract:

Sole Appointed Attorney:	\$6,666.67/month	\$80,000/year
Sharing Appointed Attorney:	\$3,333.33/month	\$40,000/year

Qualifications:

B.S. Texas A&M University	1991
J.D. Texas A&M Law School	1994
Licensed – State Bar of Texas	May 1995

Practice Experience:

- 29+ years in Criminal Law

Trial Experience:

Excess of 75 cases tried before jury or judge.

Cases tried include:

- Capital Murder (Mini Cap)
- Murder
- Aggravated Assault w/ Deadly Weapon
- Sexual Assault
- Indecency with a Child
- Manslaughter
- Aggravated Robbery
- Aggravated Kidnapping
- Possession and Delivery of Controlled Substances
- Driving While Intoxicated
- Theft

Appellate Experience:

- Authored over 10 appeals in the last 7 years

Typical Case Load:

Full-time criminal and family law practice.

Disciplinary History with State Bar:

In good standing with no disciplinary history.

Continuing Legal Education:

Current on both Criminal Law, Juvenile Law and Ethics.

Applicant's Contact Information:

Address: 203 West Austin St.
Marshall, Texas 75670
Phone: (903) 503-7676
Fax: (903) 503-7680
Cell: (903) 360-8656
Email: craig@craigfletcherlaw.com

**CONTRACT FOR LEGAL SERVICES
TO CRIMINAL DEFENDANTS DUE TO
INDIGENT ATTORNEY CONFLICT**

This Contract is made by and between Marion County, Texas ("County"), a political subdivision of the State of Texas, and Brandon Winn State Bar No. 24070866 ("Attorney") on the 25th day of November 2024. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Marion County. Attorney has agreed to provide all services requested, except for those hereinafter described.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for twelve (12) months, beginning on January 1, 2025 and ending on December 31, 2025, unless sooner terminated as set forth herein.
2. Compensation. The County will pay Attorney during the term hereof based upon the Attorney Fee Schedule attached to the Marion County Indigent Defense Plan for Marion County, Texas. A check payment will be made upon receipt of services rendered in direct correlation with Commissioners Court which is typically the second and last Mondays of each month for twelve months. Attorney shall submit an itemized fee voucher to the appointing authority prior to being forwarded to the financial officer for payment.
3. Standard of Performance.
 - (a) Attorney will be appointed upon a judicial determination of conflict of interest between a criminal defendant and the County's primary contract service provider.
 - (b) Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
 - (c) Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.
 - (c) Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.
 - (d) Attorney must submit an invoice to be approved by the Marion County Judge or District Judge's prior to any payment being made under this Contract, in accordance with art. 26.05 of the Texas Code of Criminal Procedure. The invoice must include the case number, the type of case (adult felony, adult misdemeanor, and juvenile) as well as the number of hours spent on the case.

- (e) Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the County Judge of any change in the status of the Attorney's licensure. The Attorney must provide the County with proof of licensure in good standing upon request. Attorney qualifications shall equal or exceed the qualifications provided in the indigent defense procedures adopted pursuant to Article 26.04, Code of Criminal Procedure, including in Marion County's Indigent Defense Plans.
 - (f) Attorney agrees to indemnify and hold harmless Marion County from any and all claims rising from the delivery of professional services under this contract.
 - (g) Attorney must report to the County Judge the number of continuing legal education hours completed. Attorneys must complete at least 6 hours of continuing legal education pertaining to juvenile law during each 12-month reporting period or be currently certified in juvenile law by the Texas Board of Legal Specialization. Attorneys must complete at least 6 hours of continuing legal education pertaining to criminal law during each 12-month reporting period or be currently certified in criminal law by the Texas Board of Legal Specialization.
 - (h) Attorney shall maintain the ability to receive facsimile correspondence twenty-four hours a day, seven days a week at an office regularly open for the practice of law.
 - (i) Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
 - (j) Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.
 - (k) Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract
 - (l) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
4. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the court in which the case is pending, and if ordered by the Judge presiding, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

5. Termination. This Contract may be terminated by the County for good cause, with the approval of the majority of the County and District Judges serving Marion County. If a reason for termination is found to exist by any of the judges or the program director, written notice will be given to Attorney, and a private meeting will be held with the Attorney and judges present to discuss the relevant issues, and, thereafter, the judges will vote on the termination of Attorney's contract.
 - (a) County may terminate this agreement if Attorney closes his active office for the practice of law.
 - (b) County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
 - (c) Attorney may terminate this agreement if County fails to make timely payments hereunder.
 - (d) Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
 - (e) This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
6. Administration. The District Judges and the Marion County Judge will provide oversight and monitoring to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Marion County Judge, or the District Judges on the part of any person.
7. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Marion County.
8. Additional Terms and Conditions.
 - (a) The cases to be handled under this Agreement shall be non-capital murder cases in which the death penalty is sought. The appointments hereunder may include juvenile cases.
 - (b) Attorney will be responsible for three different categories of cases in County and District Court:
 - Level One. Felonies
 - Level Two. Misdemeanors

Level Three, Juveniles

- (c) A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. The Attorney is also subject to the provisions of the Marion County Indigent Defense Plan and failure to comply with those provisions may result in termination of this Contract by the County upon a finding of non-compliance by the County and District Judges serving Marion County.
- (d) Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

ATTORNEY:

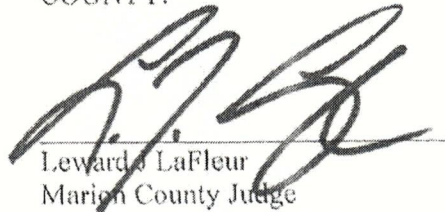


Brandon Winn
Attorney at Law
105 Simpson
Gilmer, TX 75644
903-843-3061 phone
903-843-2816 fax
Winnlawfirm@gmail.com

Date:

Nov 29, 2024

COUNTY:



Leward LaFleur
Marion County Judge
102 W Austin, Room 205
Jefferson, TX 75657
903-665-3261 phone
903-665-8732 fax
leward.lafleur@co.Marion.tx.us

Date: 11-25-2024

ATTORNEY FEE SCHEDULE

Total compensation for appointed counsel services in the below listed misdemeanor, felony, and juvenile cases shall not exceed the following:

Guilty Plea - Misdemeanor	\$ 250.00
Guilty Plea - State Jail Felony	\$ 400.00
Guilty Plea - 3rd Degree Felony	\$ 400.00
Guilty Plea - 2nd Degree Felony	\$ 400.00
Guilty Plea - 1st Degree Felony	\$ 400.00
Guilty Plea - Multiple Case	\$ 500.00
Dismissal of Filed Case	\$ 400.00
Indictment Quashed	\$ 250.00
Revocation of Probation	\$ 350.00
Pre-trial representation where case never filed	\$ 150.00

BRANDON T. WINN*Attorney at Law***WINN LAW FIRM AND MEDIATION CENTER**

105 Simpson Street, Gilmer, Texas 75644

Mailing: PO Box 1300 Gilmer, Texas 75644

Phone: 903-843-3061 Fax: 903-843-2816

www.btwinnlaw.com*Meetings by Appointment Only*

October 24, 2024

The Honorable Judge Kopech
The Honorable Judge Fowler
The Honorable Judge LaFleur
102 W. Austin, Room 102
Jefferson, Texas 75657

Re: Application for Conflict Indigent Defense Contract

Dear Judges,

Please receive this letter as a reply and response to your request for bids for a Conflict Indigent Attorney.

In an effort to help the Judiciary make a decision:

- a) I have included my MCLE transcripts for 2023 and 2024, and I am in good standing with the Bar;
- b) I am willing to comply with the terms and conditions of the Contract;

To address the minimum qualifications:

- 1. I am a member in good standing with the State Bar of Texas;
- 2. I have professionally performed my duties to over 1000 Indigent clients and will continue to do so;

3. I am dedicated to providing quality and competent representation through continuing education in Criminal Law.

Thank you in advance for your consideration.

Regards,

A handwritten signature in black ink, appearing to read "Brandon Winn" with a stylized flourish at the end.

Brandon Winn

Exhibit "D"

THE STATE OF TEXAS

§

COUNTY OF MARION

§

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

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Marion County, Texas, held on the 25th day of November, 2024, on motion made by Ralph Meisenheimer Commissioner of Precinct 3 and seconded by J.R. Ashley Commissioner of Precinct 1, the following Order (Resolution) was adopted:

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

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

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

WHEREAS, on October 30, 2024, the Kroger Defendant in the opioid litigation brought by the County, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Kroger Texas Statewide Opioid Settlement Agreement and Release (hereinafter collectively the "Texas Agreement"); and

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

WHEREAS, even though the payments from the settlements reflect partial compensation to Marion County for the past damages it has suffered or the future damages it is likely to incur, given

the risks of litigation, the fact that it is to the benefit of Texas and the County and its residents, and that it reduces the risks associated with protracted litigation;

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

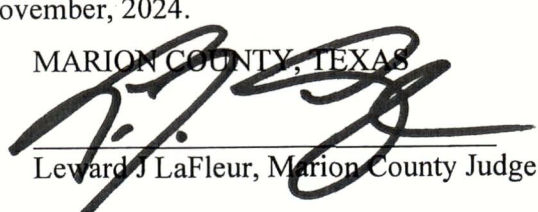
1. Support the adoption and approval of the Texas Agreement;
2. Authorizes the County to execute the Texas Release for the Texas Subdivision Participation Form and Release; and
3. Finds as follows:
 - a. There is a substantial need for repayment of past opioid-related expenditures and payment to help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

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

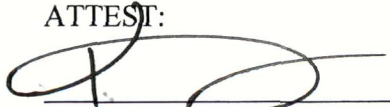
The County Judge or designated official is hereby authorized to execute and deliver the settlement documents recommended for approval by Special Counsel in the above referenced case and to approve such terms and provisions for the full and final settlement of all matters set forth therein.

DONE IN OPEN COURT on this the 25th day of November, 2024.

MARION COUNTY, TEXAS


Levard J LaFleur, Marion County Judge

ATTEST:


Kim Wise, Marion County Clerk

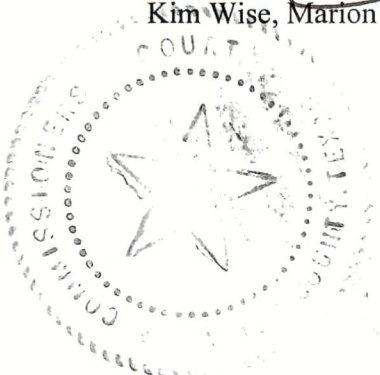


Exhibit ATEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	County of Marion	Texas
Authorized Official:	Leward J LaFleur	Marion County Judge
Address 1:	102 W. Austin Street	
Address 2:		
City, State, Zip:	Jefferson, Texas 75657	
Phone:	(903) 665-2611	
Email:	leward.lafleur@co.marion.tx.us	

The governmental entity identified above ("Texas Political Subdivision"), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 ("Kroger Texas Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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

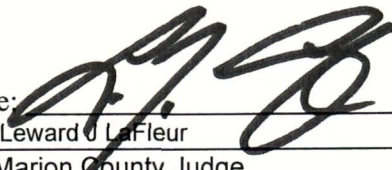
6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes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

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

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

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

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

Signature: 
 Name: Leward J. LaFleur
 Title: Marion County Judge
 Date: 11-25-2024

State of Texas
County of MARION

1. This contract is by and between the East Texas Council of Governments (ETCOG) and MARION COUNTY (hereinafter referred to as the County) and is in aid of the Office of the Governor (OOG) Grant No. SF-2541713, titled Regional Evaluation Services for Juveniles (RESFJ). It is understood by all parties that payment obligations created by this contract are conditioned upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations. The term of this contract shall commence on September 1, 2024, and end on August 31, 2025, unless amended, extended, or terminated earlier upon written notice by either party or as otherwise provided for in this contract.
2. ETCOG is responsible for monitoring the County and all terms and conditions of the RESFJ grant under this agreement. The County agrees to fully cooperate in the monitoring process and give the East Texas Council of Governments, the Office of the Governor, its designees, or auditors of the State of Texas access to and the right to audit, examine, copy all records (paper and electronic), books, papers, documents, accounting procedures, practices, and any other relevant materials associated with the performance of this agreement and permit access to all facilities, personnel, and other individuals and information as requested and/or necessary.
3. ETCOG and the County shall comply with any applicable federal, state, county, local, and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations in connection with its obligations under this Agreement.
4. The County will furnish the following:
 - a. Invoices for services rendered.
 - b. Information for progress reports; and
 - c. Proof of payment for all services.
5. The County will comply with the following:
 - a. **Return this signed contract to ETCOG by December 31st, 2024.** If the County needs additional time to approve the required contract promptly notify ETCOG staff. A fully executed copy of the contract will be sent to the County immediately after the signature of ETCOG's Executive Director.
 - b. Special Limitations - Attachment A.
 - c. Submission of signed Reimbursement Voucher (PDF attached) copy of Invoices/bill(s) for: Psychological and/or Psychiatric examination(s); Substance Abuse and/or Testing supplies/materials; Individual and/or Group Counseling services purchased; and the County Certification form to request reimbursement (Attachments B & C to Contract).
6. Payment under this contract will be made as follows: The County may purchase for youth referred to juvenile probation departments within the ETCOG region (1) psychological and/or psychiatric evaluation services, (2) Behavioral Management therapies including anger, child abuse, sex abuse via individual/group/and family outpatient/support services

(3) drug and/or alcohol testing/supplies purchased during the grant period of September 1, 2024, through August 31, 2025.

Funds to be reimbursed to each county shall be subject to the Special Limitations listed on Attachment A of this Contract. Total reimbursements to all participating Counties shall not exceed the total amount available in the current grant (\$37,800.00). The County shall submit to ETCOG all Reimbursement Vouchers with original signature(s) (see attached PDF), a copy of the invoice/bill for the above-listed services and/or supplies purchased, and the County Certification form with original signature(s) (Attachments B & C to Contract) when making a request for reimbursement. Reimbursement will normally be made to the County within 60 days of receipt by ETCOG and will only be made from current revenues available to ETCOG, from the OOG, in accordance with Texas Government Code, Section 791.011 (d)(3).

7. **If the County has not exhausted its allocated funds on or before August 15, 2025, said County shall notify ETCOG of that fact, and shall release its unused Allocated funds for redistribution to another county. Final requests for reimbursement from all Counties shall be provided to ETCOG no later than September 13, 2025.** The final report for this grant is due to CJD by September 15, 2025. ETCOG shall complete the report, using data from all Counties which have participated in the grant project.
8. In the event of default by the County, ETCOG may cancel or suspend the contract. In the event of a cancellation or suspension, the County shall be entitled to recover for services properly provided prior to the cancellation date.
9. ETCOG and the County understand that the OOG does not tolerate any type of fraud, waste, or misuse of funds received under this agreement. Any violations of law, policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event of a formal investigation or finding of fraud, waste, or misuse of funds the ETCOG is obligated to immediately notify the OOG and inform them of the status of any ongoing investigations.
10. The County agrees and understands that the choice of the counselor, selection of personnel, and treatment of individual juveniles is solely the responsibility of the County, and ETCOG has no liability or responsibility for conditions of treatment for any juveniles served.
11. The County agrees that any and all OOG-approved services and/or supplies shall be paid on a reimbursement basis, and claims for reimbursement shall reflect the actual, reasonably priced costs of services. No increment above the cost or profit shall be paid under this agreement. It is further agreed and understood that reimbursement for actual costs shall not exceed the maximum amount established by the State. **NOTE: Per the OOG, all individual consultants will be capped at \$81.25/hour not to exceed \$650.00/day.**
12. The County shall be solely responsible and liable for any and all loss or damages to persons, property, or the environment, including damages to ETCOG, and including reasonable attorney fees and court costs occasioned by the County's performance under this

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

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

EXECUTED this 29 day of Oct, 2024



Signature of County Judge

Marion

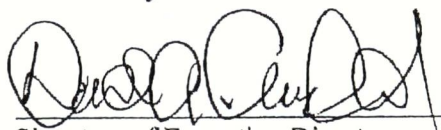
Name of County

102 W. Austin Street, Room 205

Address (street or post office box)

Jefferson, Texas 75657

City State Zip Telephone #
(903) 665-3261



Signature of Executive Director
David A. Cleveland

East Texas Council of Governments

Name of Grantee Agency

3800 Stone Road

Address (street or post office box)

Kilgore, TX 75662 (903) 218-6400

City State Zip Telephone #

SPECIAL LIMITATIONS

- I. Reimbursement will be made for: Psychological &/or Psychiatric Evaluation services; Substance Abuse brochures, Testing &/or supplies; and Individual &/or Group Counseling costs for youths referred to juvenile probation departments within the ETCOG region.
- II. Grant funds provided through this program may not be used to supplant funding previously allocated through the County's budget or any other State or Federal Grant specifically designated for any of the above services for youth.
- III. Reimbursement for each county will be limited to the amount specified below, plus any funds which might be forfeited and redistributed as a result of a county or counties not returning an executed contract to ETCOG, or as a result of a county or counties de-obligating unused funds.

County Est. Allocation*

Anderson	\$10,000.00
Camp	\$1,200.00
Cherokee	\$1,200.00
Gregg	\$8,000.00
Harrison	\$1,200.00
Henderson	\$500.00
Marion	\$1,200.00
Panola	\$1,200.00
Rains	\$600.00
Rusk	\$600.00
Smith	\$5,000.00
Upshur	\$500.00
Van Zandt	\$5,400.00
Wood	\$1,200.00
Total	\$37,800.00

*Allocations based on Juv. Population & Reimbursement Requests from the previous year.

Attachment B

CERTIFICATION OF SERVICES PROVIDED

COUNTY

I hereby certify that _____ COUNTY purchased the services indicated on the attached itemized statement, and requests reimbursement from the East Texas Council of Governments via the Office of the Governor, Criminal Justice Division grant **SF-2541713**. I further certify that the services purchased were not used to supplant previously budgeted County funds or requested from any other State or Federal grant.

County Official, Signature

County Official, Printed Name & Title

Date