

119 West Lafayette Street, Suite 1
Jefferson, Texas 75657



FILED FOR RECORD (903) 665-3261
20 FEB 20 PM 2:04 Fax (903) 665-8732

Hon. Leward J. LaFleur

Marion County Judge

Commissioner Joe McKnight
Commissioner Glenn Dorough

VICKIE SMITH
CO. CLERK, MARION CO

by K.W. DEPUTY
Commissioner J. R. Ashley
Commissioner C. W. Treadwell

Notice is hereby given that the next meeting of the Marion County Commissioner's Court will be held on the 24th February, 2020 at 9:00 a.m. in the County Courthouse Annex, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

1. **Consent agenda:**
 - a. **Consider approval of minutes - February 10, 2020**
 - 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 amending minutes from January 27, 2020 to state that item 4 which was an approval of an ETEX Contract replaced the quote previously approved on November 14, 2019 for the courthouse restoration project.**
3. **Consider for approval Right Click Plus updated quote for courthouse restoration security cameras to be encompassed under the JRJ Construction contract replacing previously approved quote on November 14, 2019.**
4. **Consider for approval IT Outsource LLC updated quote for computer connectivity for courthouse restoration to be encompassed under the JRJ Construction contract replacing previously approved quote on November 14, 2019.**
5. **Consider approval of Public Officials Liability and Law Enforcement Liability through TAC Risk Management Pool's Liability program.**
6. **Consider approval of Bid Requests for Solid Waste Disposal Services.**
7. **Consider for approval Flat Rate/Fixed Fee contract for Professional Services with Allison, Bass & Magee, L.L.P. for 2020 Census Data Redistricting.**
8. **Consider for approval Right Click Plus bid for security system in clerk's new storage building at the airport for a total of \$885.00 to purchase and install at \$45.00 per month.**
9. **Tax Assessor-Collector to present full bid for consideration/ approval.**
10. **Consider for approval a quote from JRJ Construction to manufacture and install bird slides at the Marion County Historic Courthouse and authorize County Judge to sign.**

**11. Court to enter into Executive Session pursuant to Government Code Section 551.076
(Deliberation regarding security devices or security audit).**

12. Discuss items for Courthouse Restoration Project.

13. Discuss items for jail project.

A handwritten signature in black ink, appearing to read 'L. J. LaFleur', written over a horizontal line.

**Leward J. LaFleur
County Judge
Marion County, Texas**

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

The Commissioners' Court of Marion County met in Regular Session at 9:00 a.m.. on February 10, 2020. Members present were Joe McKnight, Ira Glenn Dorough and C.W. Treadwell with County Judge Leward LaFleur, presiding. J.R. Ashley was absent.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1 - ABSENT
JOE MCKNIGHT, COMMISSIONER, PRECINCT # 2
IRA GLENN DOROUGH, COMMISSIONER, PRECINCT # 3
C.W. (CHARLIE) TREADWELL, COMMISSIONER, PRECINCT#4

ITEM NO. 1

CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF JANUARY 27, 2020
- b. ORDER APPROVING REPORTS OF COUNTY OFFICIALS

District Clerk	December	2019
J.P., Pct. #2	January	2020
Sheriff	January	2020
County Clerk	January	2020

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

Motion by Treadwell, seconded by J. McKnight to approve the consent agenda along with the following manual checks: #69225 for \$7,830.00; #69226 for \$7,075.27; #69227 for \$185.00; #69228 for \$150.00; #69294 for \$74,588.04; #69295 for \$3,750.00; #69296 for \$2,900.00; All members present voted Aye. Motion carried 3-0.

See Exhibit "A" attached

ITEM NO. 2

ORDER APPROVING PAYROLL FOR JANUARY 1 – 15, 2020 WITH NET PAY OF \$69,062.94; TAXES \$19,448.54; ALSO APPROVE PAYROLL FOR JANUARY 16 – 31, 2020 WITH NET PAY OF \$68,680.40; TAXES \$19,330.6 AND ACH TRANSFER FOR RETIREMENT \$34,199.62

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 3-0.

See Exhibit "B" attached

ITEM NO. 3

ORDER APPROVING RESOLUTION DECLARING MARION COUNTY A SECOND AMENDMENT "SANCTUARY COUNTY"

Jim Finstrom addressed the court on this matter.

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 3-0.

See Exhibit "C" attached

ITEM NO. 4

ORDER APPROVING PROCLAMATION DESIGNATING THE MONTH OF FEBRUARY AS TEEN DATING VIOLENCE AWARENESS MONTH FOR 2020

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 3-0.

See Exhibit "D" attached

ITEM NO. 5

ORDER APPROVING ADDITIONAL 2019 BUDGET TRANSFER FOR COURTHOUSE WINDOWS APPROVED SEPTMEBER 2019

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 3-0.

See Exhibit "E" attached

ITEM NO 6

CONSIDER FOR APPROVAL RIGHT CLICK PLUS BID FOR SECURITY SYSTEM IN CLERK'S NEW STORAGE BUILDING AT THE AIRPORT FOR A TOTAL OF \$885.00 TO PURCHASE AND INSTALL AT \$45.00 PER MONTH

Tabled

ITEM NO. 7

CONSIDER FOR APPROVAL ABANDONING A PORTION OF SUE ROAD THAT RUNS EAST FROM THE INTERSECTION OF SANDRA STREET AND SUE ROAD (APPROXIMATELY 760 LINEAR FEET) TO THE INTERSECTION OF LINDSEY ROAD; AS WELL AS NORTH FROM THE INTERSECTION OF WATTS ROAD AND LINDSEY ROAD (APPROXIMATELY 1800 LINEAR FEET) LOCATED AT ISLAND VIEW IN MARION COUNTY, TEXAS, IN PRECINCT #4.

Tabled

ITEM NO. 8

DISCUSS ITEMS FOR COURTHOUSE RESTORATION PROJECT

Kevin, with JR Jones Construction, gave an update to the Court.

ITEM NO. 9

DISCUSS ITEMS FOR JAIL PROJECT

No action

ADJOURN

Motion by J. McKnight, seconded by Dorough to adjourn. All members present voted Aye.
Motion carried 3-0. Meeting adjourned at 9:30 a.m.

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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
these 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



Date: 12/18/2019

Quote for:

Digital IP Camera Systems with 12 IP Cameras for the Marion County Historic Courthouse

Prepared For:

Marion County
Sheriff David McKnight
W Austin St
Jefferson, TX 75657

Submitted By:

Right Click Plus, LLC
1203B E Grand #281
Marshall, Texas 75670
903-407-4027

IP Camera System

- 2 – NVR 1.5U with 4 SATA ports
 - Dual Core Processor
 - 24/7 recording
 - Space for up to 4 SATA hard drives
- 8 - 10TB Hard Drive for recording space
 - Surveillance Grade for 24/7 recording
 - 80TB total recording space (40TB each unit)
- 7 – IP Camera 8 Megapixel
 - Bullet style for outdoor mount
 - IVS capable
 - Infrared up to 95 feet
- 5 – IP Camera 4 Megapixel
 - Dome style for indoor ceiling mount
 - IVS capable
 - Infrared for up to 95 feet
- Configuration and training.
- Cabling will be provided and is not included in this quote.
- Total \$8,525 plus sales tax

Project Notes:

- One of these cameras will be mounted near the jail visitor entrance and connected to an existing NVR in the SO.
- Etex Telephone Coop is providing the CAT6 cable and drop installation for each camera.
- Camera locations are based on previously agreed upon locations shown on drawing.
- Adequate electricity and rack space is required in the NVR location.
- License free software for viewing via PC, Mac, or smart phone.
- Remote viewing is dependent on Internet speeds in both locations.
- 50% down requested to start project with remaining 50% due at completion.

**Right Click Plus, LLC is licensed by the Texas Private Security Board # B18980
The Texas Private Security Board may be contacted at...**

Texas Department of Public Safety
Private Security - MSC 0241
PO Box 4087
Austin, TX 78773-0001
(512) 424-7293



IT Outsorce LLC
 P.O. BOX 1469 Marshall Texas 75671
www.itoutsourcellc.com
 Office: 903-631-5475
 Prepared by: Tom Solomon
 Date: 12/26/2019
 Quote vaild for 30 Days

CUSTOMER

Marion County
 IT Total
 Proposal:

DESCRIPTION	UNIT PRICE	QTY	AMOUNT
Installation Labor	\$2,500.00	1	\$2,500.00
Cat 45 Jumpers	\$3.59	200	\$718.00
CyberPower OR500LCDRM1U UPS	\$242.00	3	\$726.00
Network Switches	\$750.00	3	\$2,250.00
LC connector ZX transceiver	\$100.00	4	\$400.00
Total:			\$6,594.00

TERMS AND CONDITIONS



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Liability Renewal Questionnaire

Member: Marion County

Coverage Period: June 17, 2020 through June 17, 2021

Thank you for participating in the TAC Risk Management Pool's Liability program. As we prepare your renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective coverage possible. Pursuant to the Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal. To ensure that we have up-to-date information, please fill out each page completely and make any changes directly to this document. You can also provide supplemental sheets as necessary. NOTE: Omitted information may result in an exclusion from coverage.

The following coverage is eligible for renewal:

- Public Officials Liability
- Law Enforcement Liability

We value your membership in the TAC Risk Management Pool and look forward to another successful year! If you have any questions or need help completing the Renewal Questionnaire, please contact your Member Services Representative Yolanda Mondragon at 800-456-5974 or yolandam@county.org.

Pool Coordinator

Our records indicate that the Member has designated the individual below as the Pool Coordinator for this coverage. In accordance with the terms of the Interlocal Participation Agreement, the Pool Coordinator has express authority to represent and to bind the Member, and the Pool will not be required to contact any other individual regarding matters arising from or related to this Agreement. If the Member wishes to change or update the Pool Coordinator information, please make the necessary changes below.

Pool Coordinator: Shanna Solomon

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

Phone Number: (903) 665-3261

Fax Number: (903) 665-8732

Address: 119 W Lafayette St Ste 4

City, State, Zip: Jefferson TX, 75657



Liability Renewal Questions

1. Please update the total number of Marion County employees, including elected officials.

	Total	Airport	Hospital	
Full Time Employees:	62	0	0	Full Time = 35 or more hours per week
Part Time Employees:	15			Part Time = Less than 35 hours per week
Volunteers:	3			Volunteer = Actively serving

Public Officials Liability

Current Public Officials Liability Deductible: \$5,000

To make changes to your current Public Officials coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Public Officials Liability	<input checked="" type="checkbox"/>			\$2,000,000	<input type="checkbox"/>	<input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000
District Attorney	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject			
District Judge		<input type="checkbox"/> Add				
Back Wages - Optional Increased Limits <small>(included coverage limit is \$50,000/\$100,000)</small>		<input type="checkbox"/> Add			<input type="checkbox"/>	<input type="checkbox"/> \$50,000/\$100,000 <input type="checkbox"/> \$100,000/\$250,000 <input type="checkbox"/> \$250,000/\$500,000 <input type="checkbox"/> \$500,000/\$1,000,000 <input type="checkbox"/> \$1,000,000/\$1,000,000

Law Enforcement Liability

Current Law Enforcement Liability Deductible: \$5,000

To make changes to your current Law Enforcement Liability coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Law Enforcement Liability	<input checked="" type="checkbox"/>			\$2,000,000	<input type="checkbox"/>	<input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000
District Judge	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject			
Unmanned Aircraft		<input type="checkbox"/> Add				

1. Please review the list of law enforcement departments and agencies below and add or delete as appropriate:

Example: Sheriff's Department, Constables' Offices, Detention Facilities

- Marion County Attorney's Office
- Marion County Constable's Office
- Marion County Employees Of The District Attorney's Office
- Marion County Juvenile Probation Department
- Marion County Sheriff's Office

_____	_____
_____	_____
_____	_____
_____	_____

2. If Unmanned Aircraft is selected, please complete the following for each Unmanned Aircraft:

- a. U.A.S./ Drone Model and Value _____
- b. Weight in lbs including all attachments _____
- c. Year and Serial Number _____
- d. Description of use _____
- e. Operator Name _____
- f. Date of Receipt of FAA COA & Registration Number as applicable _____
- g. Total U.A.S./Drone flight hours _____
- h. Description of Training Certifications _____

3. Please provide below, the current number of Law Enforcement personnel for all law enforcement office, department, and agency listed above. *If no Juvenile - Class B personnel are reported, coverage will not be provided for these personnel.*

NOTE: Full time = 35 or more hours per week. Part Time = Less than 35 hours per week

Actively Engaged			Juvenile			Other			Reserves		
Include: sheriff, deputies, armed investigators, armed bailiffs, constables, jail admins, jailers, other front line personnel			Include: probation officers, detention center guards, boot camp instructors			Include: dispatchers, unarmed prosecutors' investigators, jail nurses, cooks, clerical, unarmed bailiffs, other personnel			Include: all reserve and auxiliary officers and employees		
Class A	Full Time:	13	Class B	Full Time:	1	Class C	Full Time:	13	Class D	Full Time:	
	Part Time:	2		Part Time:	0		Part Time:	1		Part Time:	2

4. Does Marion County participate in a Law Enforcement Task Force? Yes No X

If yes, do you lead this Task Force? Yes No

Name of Law Enforcement Task Force: n/a

5. Do you participate in a Mutual Aid Agreement? Yes X No

If yes, list name of Mutual Aid Agreement Statewide plan - Cass, Harrison, Caddo Parish

Is any law enforcement officer, office, department or agency for which coverage is requested under any criminal or administrative investigation? Yes X No

If yes, provide details or circumstances which are unprivileged public information.

Please contact the County Auditor for more information at 903-665-7240

7. Does Marion County own a Jail Facility and/or Detention Facility? Yes No

If yes, who operates the Jail Facility? Marion County

If yes, who operates the Detention Facility? n/a

If the Jail Facility or Detention Facility is privately operated, the Pool recommends Marion County request a currently dated Certificate of Insurance issued by the facility operator's insurance agent or company that names the County as an Additional Insured and includes the following coverage as applicable:

- General Liability
- Professional Liability
- Employment Practices Liability
- Property (if the County owns the building)

8. If Marion County operates a Jail Facility and/or Detention Facility, please provide a copy of the Certificate of Compliance from the Texas Commissions of Jail Standards. Attached
9. If a copy of the Certificate of Compliance is not held, attach information on actions being taken to bring facility into compliance. NOTE: Failure to provide Certificate of Compliance from the Texas Commissions of Jail Standards may result in the jail being excluded from coverage.

Unreported Claims

Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future? Yes No

If yes, please describe:

Has the situation been reported to TAC Claims Department? Yes No

Acknowledgement and Acceptance

Marion County (Member) acknowledges that the information submitted in this questionnaire and Auto Schedule is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

Member acknowledges and agrees that vehicles not listed on the attached vehicle schedule, and/or additionally identified by Member as an update to the attached vehicle schedule, will not be provided coverage during the Coverage Period.

If Member makes no changes, the Pool will assume Member is requesting renewal for the same Liability Coverage as in the previous applicable Coverage Period. Member understands that any failure to fully and accurately answer the questionnaire and any attached schedules may result in denial of coverage provided by the Pool. Coverage issued for Public Officials Liability and Law Enforcement Liability will apply on a Claims Made Basis.

Leward J LaFleur, County Judge

Signature of County Judge or presiding official of the Political Subdivision

_____ Date

CERTIFICATE OF COMPLIANCE

This is to certify that the

MARION COUNTY JAIL

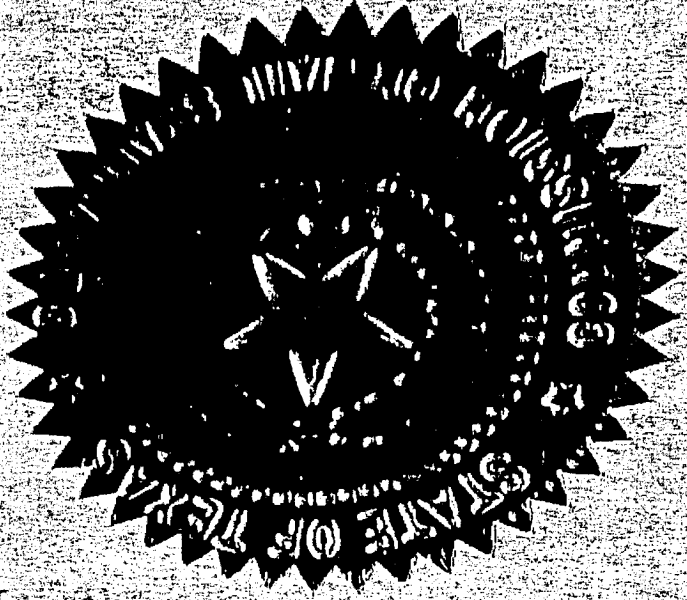
Has been duly inspected on

December 4, 2019

and has been found that date to be in compliance with

Texas Minimum Jail Standards

Under Authority of Government Code
Chapter 511, Texas Commission On Jail Standards



B. Wood
Brandon S. Wood, E

MARION COUNTY, TEXAS

BID SPECIFICATIONS SOLID WASTE DISPOSAL SERVICES

Bid # BID-2020-01
For: Solid Waste Disposal Services
Bid opens date/time: April 27, 2020 @ 9:15 a.m.
Bids awarded : May 26, 2020, @ 9:15 am

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Form* are for your convenience in bidding the referenced products or services for Marion County.

Sealed bids shall be submitted no later than:

Date/Time: April 27, 2020 @ 9:15 a.m.
Mark Envelope: BID-2020-01 Solid Waste Disposal Services

Bids must be signed by a person having the authority to bind the vendor in a contract. Bids that are not signed will be rejected. Marion County reserves the right to waive simple informalities in this Invitation to Bid.

Marion County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract. **Bids will be opened in the County Commissioner's Courtroom, 2nd Floor, 114 West Austin, Room 205, Marion County Courthouse Annex, Jefferson, Texas.** You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person. Alterations may not be made to a bid once submitted, but a new bid may be submitted if the substitution occurs before the opening time. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Marion County is aware of the time and effort expended in preparing and submitting bids to the County. Please let us know of any bid requirements that are causing you difficulty in responding to our bids. We want to make the process as easy and efficient as possible so that all responsible vendors can compete for the County's business.

Awards ordinarily will be made approximately two weeks after the bid opening date. To obtain results or if you have any questions, **please contact Shanna Solomon, Marion County Auditor at 903-665-7240.**

GENERAL REQUIREMENTS

Vendor Instructions:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the SCOPE, SPECIAL REQUIREMENTS, SPECIFICATIONS, SPECIAL SPECIFICATIONS OR OTHER DATA CONTAINED HEREIN. Be sure your bid package is complete.

Governing Law

Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Marion County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Bid Form Completion

Bid must be submitted on forms provided in sealed envelopes marked "2020-1 Solid Waste Disposal Services". An authorized representative of the bidder should sign the Bid Sheets.

Bid Returns

Bidders must return all completed bids to the Marion County Auditor's office, 119 W Lafayette St. Suite 4, Jefferson, Texas 75657 by the time and date set forth in these bid documents. Bids received after the date and time above will be returned unopened. Fax transmittals are not acceptable.

Late Bids

Bids received in the County Auditor's Office after the submission deadline will be considered void and unacceptable. Marion County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Judge's Office shall be the official time of receipt unless otherwise authorized by the County Auditor.

Governing Forms

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Marion County's interpretation shall govern.

Addendum

When specifications are revised, the Marion County Auditor's Office will issue an addendum addressing the nature of the change. Bidders must sign and include it in the return bid package. Any interpretations, corrections or changes to this bid will be made by written addenda. Sole issuing authority of addenda shall be vested in the Marion County Auditor and shall be delivered to prospective bidders solely through the Marion County Auditor. Addenda will be mailed, faxed or e-mailed to all that are known to have received a copy of this bid.

Hold Harmless Agreement

Contractors shall indemnify and hold Marion County harmless from all claims for personal injury; death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractors' performance. Contractors shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractors' liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

Severability

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

Taxes

Marion County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Marion County claims exemption from all sales and/or use taxes under Chapter 20, Title 122A, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Marion County Auditor.

Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

Pricing

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there is any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **must** indicate the items required and attendant costs or forfeit the right to payment for such items. Bidder should show both the unit price and total amount, where required, of each item listed. In the event of an error or discrepancy in the mathematics, the unit price shall prevail.

Silence of Specifications

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

Supplemental Materials

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts, which may affect the evaluation, and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the return bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

Material Safety Data Sheets

Under the "Hazardous Communication Act," commonly known as the "Texas Right to Know Act," a bidder must provide the user department, **with each delivery**, material safety data sheets, which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

Name Brands

Specifications may reference name brands and model numbers. It is not the intent of Marion County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Marion County shall act as sole judge in determining equality and acceptability of products offered.

Evaluation

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Marion County Auditor and recommendation to Marion County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is **not** the only criteria for making a recommendation. The Marion County Auditor reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to this bid.

Inspections

Marion County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform; the County can reject the bid as inadequate.

Testing

Marion County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

Disqualification of Bidder

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Marion County certifies that the bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If a bidder submits multiple bids and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn, however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Award

Marion County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards by line item to more than one bidder, or to one successful bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners' Court and present evidence concerning his responsibility.

Assignment

The successful vendor may not assign, subcontract, sell or otherwise transfer this contract without written permission of Marion County Commissioners' Court.

Term Contracts

If the contract is intended to cover a specific time period, said time would be given in the specifications under **Instructions/Terms of Contract** section. If during the life of the contract bidders' net price to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed the benefits of such reduction shall be extended to Marion County.

Title Transfer

Title and Risk of Loss of goods shall not pass to Marion County until Marion County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:00 a.m. and 5:00 p.m., Monday through Friday; however, the solid waste sites are open 12 noon – 4 p.m. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Locations" section of the instruction/terms of contract.

Warranties

Bidders shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the County shall conform to the standards established by the U.S. department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event product does not conform to OSHA Standards, where applicable, Marion County may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, Marion County may correct at the bidder's expense.

Purchase Order and Delivery

The successful bidder shall not deliver products or provide services without a verbal order from a Marion County Employee. The bidder in the proper place on the bid sheet shall indicate the fastest, most reasonable delivery time. Any special information concerning delivery should also be included. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Non-conformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Marion County without prejudice to other remedies provided by law. Where delivery times are critical, Marion County reserves the right to award accordingly.

Contract Extensions

Extensions may be made **only** by written agreement between Marion County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

Invoices and Payments

Payment will be made from original vendor invoices only. Invoices shall show all information as stated above and mailed directly to the **Marion County Auditor's Office, 119 W Lafayette St. Suite 4, Jefferson, Texas 75657**. Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the Texas Government Code, Section 2251.021. Each Successful bidder is required to pay all its subcontractors within ten (10) days. The County pays invoices on the 2nd and last Mondays of each month during Commissioner's Court.

Items supplied under this contract will be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition without cost or liability.

Termination

Marion County reserves the right to terminate the contract for default if bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Marion County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Marion County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty- (30) days written notice to either party unless otherwise specified. Marion County reserves the right to award a canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that Marion County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

Patents/Copyrights

The successful bidder agrees to protect Marion County from claims involving infringements of patents and/or copyrights.

Americans with Disabilities Act

Bidders shall comply with the Americans with Disabilities Act of 1990 (ADA).

Conflict of Interest

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure.

When conflict of interest is discovered, it shall be grounds for termination of contract.

NOTICE INSURANCE SECTION

Please Read Carefully

Workers' Compensation Coverage

Rule 110.110 was adopted by the Texas Workers' Compensation Commission under the Texas Labor Code, Section 402.061, and provides specific requirements for government entities to follow when soliciting bids on public works contracts. All persons providing services on a building or construction project for a government entity must be covered by Workers' Compensation Coverage. The governmental entity is required to obtain certificates of coverage and retain them for the duration of the project plus three years. The rule requires specific language to be included in all bid specifications and in contracts awarded by a governmental entity.

Insurance Requirements: Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have a B+ rating or better.

- Commercial General Liability Insurance at minimum combined single limits of \$ 500,000 per occurrence and \$ 1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.
- Workers Compensation Insurance at statutory limits, including employers liability coverage at minimum limits of \$ 500,000 per occurrence each accident/ \$ 500,000 by disease per occurrence/ \$ 500,000 by disease aggregate.
- Commercial Automobile Liability Insurance at minimum combined single limits of \$ 1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

Marion County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Marion County, Texas through its Auditor, Shanna Solomon, 119 W Lafayette St. Suite 4, Jefferson, Texas 75657, thirty (30) days written notice of same.

Marion County
Bid # BID-2020-01 Solid Waste Disposal Services
Instructions/Terms of Contract

By order of the Commissioners Court of Marion County, Texas, sealed bids will be accepted for:

Solid Waste Disposal Services

IT IS UNDERSTOOD that the Commissioners Court of Marion County reserves the right to reject any or all bids for the products covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Marion County.

BIDS MUST BE SUBMITTED on the forms included for that purpose in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

Bids should be clearly marked:
Bid # BID-2020-01 Solid Waste Site Disposal Services

BIDS SHOULD BE DELIVERED TO the following address
Monday, April 27, 2020, not later than 9:15 a.m.

Marion County Auditor
119 W Lafayette St
Suite 4
Jefferson, Texas 75657

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All Bids must be received in the
County Auditor's Office
before the opening date and time.

Marion County
Bid # BID-2020-01 Solid Waste Disposal Services
Instructions/Terms of Contract

Political Signs: No political signs or materials may be displayed or permitted to be present at or upon any solid waste collection site owned by Marion County. Operator and his personnel shall immediately remove or dispose of any such signs or material placed upon any such site.

Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. **Bidders taking exception to the specifications, or offering substitutions, will not be considered. You are instructed not to send separate attachments with this bid.**

Bids must comply with all Federal, State, County and local laws concerning these type purchases.

Successful Bidder Shall defend, Indemnify and hold harmless Marion County and all its officers, officials, agents and employees from all suites, damages, costs (including but not limited to all defense costs), actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any conduct of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and hold harmless Marion County from liability, claim or demand on their part, and its officers, officials, agents, servants, customers and/or employees whether such liability, claim or demand arise from or occur upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises is located. Successful bidder shall pay any judgment costs that may be obtained against Marion County growing out of such injury or damages, as well as all costs of courts and reasonable attorney's fees, and all costs of defense.

Termination for Default: Marion County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default. Marion County reserves the right to terminate the contract immediately and without prior notice in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise fails to perform in accordance with these specifications.

Marion County
Bid # BID-2020-01 Solid Waste Disposal Services
Instructions/Terms of Contract

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Marion County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the U.S. mail in Jefferson, Texas, with sufficient 1st class postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Venue: This agreement and any dispute related hereto will be governed and construed according to the laws of the State of Texas and venue shall be fixed in Marion County, Texas.

Any questions concerning this Invitation to Bid and Specifications should be directed to Shanna Solomon, County Auditor at 903-665-7240.

Marion County
Bid # BID-2020-01 Solid Waste Disposal Services
Instructions/Terms of Contract

Scope

It is the intent of Marion County, Texas to hire an Independent Contractor, through the competitive bidding process, to provide containers and dumping services for the Marion County Solid Waste Sites, Courthouse, and Kellyville Center.

Locations

Site 1	Located off Victory School Rd on Dumpster Road	Avinger, TX
Site 2	Located off FM 248 on Pines Road	Jefferson, TX
Site 3	Located off Hwy 49 E on MC 3503	Jefferson, TX
Site 4	Located off FM 3001 on Dumpster Road	Jefferson, TX
Site 5	Located off Hwy 49 W on 130 Kellyville Road	Jefferson, TX
Site 6	Located at 102 W Dallas St.(parking lot behind jail)	Jefferson, TX

Hours of Operation

Site 1 Crestwood	12 noon – 4 pm Monday and Wednesday 12 noon – 5 pm Saturday
Site 2 Lodi	12 noon – 4 pm Wednesday and Sunday 12 noon – 5 pm Saturday
Site 3 Smithland	12 noon – 4 pm Thursday and Friday 12 noon – 5 pm Saturday
Site 4 3001	12 noon – 4 pm Tuesday and Thursday 12 noon – 5 pm Saturday
Site 5 Kellyville	8 am – 5 pm Monday – Friday
Site 6 Jail	8 am – 5 pm Monday – Friday

Current location dumpster requirements

- Site 1** one (1) 30 yard dumpster (for furniture, etc all year round)
 one (1) 40 yard dumpster
 one (1) 30 yard Recycle Container
- Site 2** two (2) 40 yard dumpsters
- Site 3** one (1) 40 yard dumpster
- Site 4** one (1) 40 yard dumpster
- Site 5** one (1) 3 yard dumpster
- Site 6** one (1) 8 yard dumpster

Holidays

New Years Day, Martin Luther King Day, President's Day, Mardi Gras (2/21/20), Texas Independence Day (3/2/20) Good Friday, Memorial Day, Independence Day, Labor Day, Burn Rally (10/9/20) Veteran's Day, Thanksgiving Day (11/26 & 11/27) and Christmas Day (12/24 & 12/25).

Marion County
Bid # BID-2020-01 Solid Waste Disposal Services
Instructions/Terms of Contract

Marion County is requesting the Contractor to provide a complete turn-key operation for the receipt, collection and disposal of solid waste which shall consist of the following minimum requirements:

1. All personnel contracted with Marion County shall be of good character.
2. The Contractor will be directly responsible to the Marion County Commissioner's.
3. Contractor shall be required to be readily available for additional dumping during Earth Week in April as otherwise directed by Marion County. Marion County will alert contractor of this week a month in advance.
4. **Contractor shall be responsible for all costs associated with the pick-up, transport, delivery, and disposal of all solid waste collected at all sites.**
5. **From date of contract, the Commissioner's Court must approve any and all tipping fee rates associated with all dumpsites. Tipping fees must be presented to and approved by the Commissioner's Court within 30-days after the contract start date. Any requested increases during the term of this contract must be approved by Commissioner's Court. No increases in tipping fee rates can be changed without Commissioner's Court approval.**
6. Marion County shall promptly arrange for the pick-up and tipping/disposal of the solid waste containers maintained at each site and the waste shall be disposed of in a properly regulated and certified landfill.
7. Contractor shall be responsible for costs incurred in their services at each site to include labor, haul charges and disposal fees.
8. The successful bidder shall indemnify Marion County from any claims by any governmental agency for any tax, levy or sum on money due to any such agency as a result of the services of such solid waste collection sites.
9. Contractor shall be in compliance with all State and Federal regulations.
10. Contractor shall be responsible for providing copies of all containers services to Marion County along with their monthly statements.

Marion County
Bid # BID-2020-01 Solid Waste Disposal Services
Instructions/Terms of Contract

Contract Period

This Contract shall be for one (1) year starting August 1, 2020 and ending July 31, 2021, with the option to renew for four (4) additional years contingent upon agreement by both parties, but can be canceled by either party upon giving thirty (30) days written notice to the other party.

MARION COUNTY
Bid # BID-2020-01 Solid Waste Disposal Services
Specifications/Bidders Response Form

Marion County
Bid # BID-2020-01 Solid Waste Disposal Services
Instructions/Terms of Contract

Re: Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

An **interested party** is: “(1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.”

(1) A **controlling interest** means: “(1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.”

(2) An **intermediary** means: “a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who: (1) receives compensation from the business entity for the person's participation; (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and (3) is not an employee of the business entity.”

The law applies only to a contract of a governmental entity or state agency that either:

- (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed (‘contract’ includes an amended, extended, or renewed contract); or
- (2) has a value of at least \$1 million

Contracts exempt from Form 1295:

- (1) a sponsored research contract of an institution of higher education;

- (2) an interagency contract of a state agency or an institution of higher education;
- (3) a contract related to health and human services if:
 - a. the value of the contract cannot be determined at the time the contract is executed; and
 - b. any qualified vendor is eligible for the contract
- (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- (5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities code'
- (6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

The disclosure requirement applies to a contract entered into on or after January 1, 2016. As of January 2018, the form is no longer required to be notarized; however, the authorized representative signing the form must make an "unsworn declaration" which includes among other things, their date of birth and address.

Business entities must complete Form 1295 online. Instructional videos and information may be found at the Texas Ethics Commission website: <https://www.ethics.state.tx.us>. From the Home page click on File a report and then Filing a 1295 Certificate.

The steps below need to be taken to complete a contract with Marion County.

1. Complete the form, the TEC website will generate a PDF version of the business entity's Form 1295, including creating a unique "certificate Number" that is stamped in the upper right hand corner of the form. (To complete the form, you will need a unique contract number which is listed below.)
2. Then the business entity executes a hard copy of the form and submits it to the governmental entity on or before the award of the contract.

Completed forms may sent to:
 Shanna Solomon
 Marion County Auditor
 119 W Lafayette St. Suite 4
 Jefferson, TX 75657

Once received, Marion County will notify the Ethics Commission of the receipt of the filed Form 1295 no later than 30 days after the date of the contract date. The original paper copies of the forms will be filed with the original contract.

Contract # _____

Vendor _____

Marion County
Bid # BID-2020-01 Solid Waste Disposal Services
Instructions/Terms of Contract

Prohibition on Contracts with companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amended Texas Local Government code Section 1, Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it”

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

I, _____ (authorized official), being an adult over the age of eighteen (18) years of age, do hereby depose and verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract; and
3. Is not currently listed on the State of Texas Comptroller’s Companies that Boycott Israel List located at: <https://comptroller.texas.gov/purchasing/publications/divestment.php>

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

Date: _____

MARION COUNTY
Bid # BID-2020-01 Solid Waste Disposal Services
Specifications/Bidders Response Form

Marion County is requesting bids for the Operation of Marion County Solid Waste Disposal described in the following specifications. Marion County will award the bid in the manner it deems to be in the best interest of the County. Marion County will award the entire bid to one (1) Contractor.

Having read and understood the attached instructions, specifications, terms and conditions, we submit the following bid:

Services of Solid Waste Disposal:

Site 1 – Avinger, Texas

Site 2, 3, 4, 5, 6 – Jefferson, Texas

\$ _____	size _____	Container Rental Fee
\$ _____	size _____	Container Rental Fee
\$ _____	size _____	Container Rental Fee
\$ _____	size _____	Container Rental Fee
\$ _____		Basic Service Fee
\$ _____		Fuel Surcharge
\$ _____		Disposal / Recycling
\$ _____		Other
\$ _____		Other
\$ _____		Other

Estimated delivery wait times for dumping containers once called:

MARION COUNTY
Bid # BID-2020-01 Solid Waste Disposal Services
Specifications/Bidders Response Form

****NOTE**:** **You are instructed not to send separate attachments concerning exceptions and/or substitutions to this bid. Marion County will not consider any attachments when determining the award of this bid.**

Marion County
Statement of "NO BID"

*** Do not return this page if you are bidding***

We understand that if a "Statement of No Bid" is not executed and returned, our name will be deleted from the list of qualified bidders for future bids. **Please write "No Bid" on the outside of return envelope.**

We, the undersigned have: (please mark all that apply)

Decline to bid on your bid # _____

We do not offer this product

We are unable to meet specifications

Unable to meet bond requirements

Please keep us on your bid list for future bids

Please remove our name from your bid list

Company		Contact Person
Address		City, State, Zip
Date	Phone	Fax

IN THE COMMISSIONERS COURT

OF

MARION COUNTY, TEXAS

FLAT RATE/FIXED FEE CONTRACT FOR PROFESSIONAL SERVICES

WHEREAS, under the provisions of the Texas Constitution and federal law, the governing body of a political entity with members elected from single member districts is responsible for the division of the political entity into precincts, districts or wards, and to conduct periodic reapportionment of such wards to accomplish fair representation and one-person-one-vote balance; and

WHEREAS, the apportionment of the population of the political entity must comply with state and federal statutory requirements regarding election administration and compliance with the Voting Rights Act; and

WHEREAS, professional assistance will assure that the obligations imposed by state or federal law are satisfied, and that the process is conducted in an orderly, efficient manner; and

WHEREAS, the firm of Allison, Bass & Magee, L.L.P. is prepared to provide all necessary professional services to assist the county in this effort;

Marion County, acting by and through its Commissioners Court and Allison, Bass and Magee, a Limited Liability Partnership, HEREBY AGREE to the following terms and conditions:

Section 1: STANDARD SERVICES

- A. Allison, Bass & Magee, L.L.P. will provide all necessary services to successfully complete all redistricting projects assigned by the lawful authority of the County. These services include, but are not limited to, the following:
1. Conduct preliminary planning and assembly of information useful and necessary for the reapportionment of the County election subdivisions of the jurisdiction related thereto, which shall include the County Commissioners Court precincts, the County Justice of the Peace precincts, which include the offices for Constable, if any, and finally, the County election precincts, which make up both the Commissioners Court and Justice precincts.
 2. Obtain preliminary population data from the U. S. Census Bureau for the 2020 federal census, and process that data in conformity with the existing county political boundaries data obtained from the Texas Secretary of State and confirmed by the County.

3. Prepare the necessary population and demographic analysis to evaluate existing political subdivisions of the county to ensure that the same meet all legal requirements under State and Federal law, and to provide a written report to the contracting governmental entity of all findings.
 4. In the event existing political boundaries remain in compliance with state and federal law without the necessity of reapportionment following the 2020 census, Marion County and Allison, Bass & Magee, L.L.P. will conclude this agreement as provided in Section 2A below.
 5. Should redistricting be legally required, Allison, Bass & Magee, L.L.P. will, working in conjunction with the County Commissioners Court or any designated citizens committee, prepare no less than THREE (3) ALTERNATIVE REAPPORTIONMENT PLANS, draft maps, proposals and notices to satisfy all statutory and constitutional requirements, and will be compensated as provided in Section 2B below.
 6. Consult with the County Commissioners Court or its designated citizens advisory committee as needed by mail, telephone, email or facsimile, and will have a representative personally attend no fewer than THREE PHYSICAL APPEARANCES within the jurisdiction being reapportioned. These appearances will include a preliminary workshop with the Commissioners Court and/or the Citizens Committee, and not less than two (2) additional meetings with the designated authority to formulate and discuss each alternative plan devised by the Commissioners Court or Citizens Committee. One or either of these two additional meetings may include public hearings intended to present alternative plans to the general public.
 7. Publicize, attend and participate in at least one (1) PUBLIC HEARING on proposed redistricting plans. The Public Hearing may be conducted on the same date as one of the two additional meetings referenced in paragraph 6.
 8. After approval by the Commissioners Court of a reapportionment plan, prepare and file all necessary maps and other documentation to document for any future reference the details of the reapportionment plan, and to submit electronic (digital) files to the Texas Secretary of State for compliance with all state and federal law.
 9. In the event litigation challenges any plan adopted by the County, Allison, Bass & Magee, L.L.P. will agree to provide such additional legal services and/or support as the parties may contract under separate agreement.
- B. The contracting governmental entity agrees to provide access to all necessary records and personnel for this project and to fully cooperate with the Attorneys in this project.

Section 2: COMPENSATION

Marion County, contracting by and through its Commissioners Court agrees to compensate Allison, Bass & Magee, L.L.P. for its services as follows:

A. Initial Assessment:

Fee for preparing an Initial Assessment of existing political boundaries, including the costs of obtaining suitable 2020 Census Data, is \$5,000. The Initial Assessment fee is due upon execution and return of the contract/retainer.

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity do not require redistricting under state and federal law, and that no legal basis exists for further reapportionment services, there will be no additional costs due beyond the Initial Assessment fee.

B. Further Reapportionment Proceedings Required

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity are unsuitable under state and federal law and services are provided for the reapportionment process, the 2nd Installment of \$6,750 will be due on October 31, 2021.

Upon completion of the project, a final and 3rd Installment Fee of \$6,750 will be due on October 31, 2022.

C. Total Fixed Fee- *NOTE: The Fixed fee does not include the cost of publication or mailing of any notice that may be required by state or federal law. The contracting local governmental entity will bear the cost of such publication or mailing.*

The total fixed fee for services is \$18,500.

EXECUTED on this _____ day of _____, 20____.

BY: _____
Title: Marion County Judge

County Identification Number assigned to the contract as required
by the Ethics Commission: _____

Allison, Bass & Magee, L.L.P.

BY: 
Partner: Robert T. Bass

Sandra Wright

From: Karen Jones <karen.jones@co.marion.tx.us>
Sent: Thursday, February 20, 2020 9:44 AM
To: sandra.wright@co.marion.tx.us
Subject: For Next Agenda

WORDING FOR THE AGENDA:

TAX ASSESSOR-COLLECTOR TO PRESENT FULL BID FOR CONSIDERATION/APPROVAL

The itemized bid should be placed in packet

******FULL BID****** SUIT T01865 Parcel 11380 – Holiday Harbor Lot 161. **Received FULL BID from Tim Wolverton in the amount of \$1,500.00. This property was taken to sale in August, 2007 and struck off to Marion County with an opening bid of \$1,500.00.**

The bid is for the full bid at time of sale. The Court will need to authorize the judge to sign the deed.

Karen G. Jones, PCC

Marion County Tax Assessor-Collector

Voter Registrar

P.O. Box 907

Jefferson, TX 75657

903-665-3281 ext. 236

Fax: 903-665-3132

How are we doing? [Customer Feedback](#)