

119 West Lafayette Street, Suite 1
Jefferson, Texas 75657



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

~~Commissioner Joe McKnight~~
~~Commissioner Glenn Dorough~~

Hon. Leward J. LaFleur
Marion County Judge

~~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 30th December, 2019 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 - December 9, 2019
 - b. Court to audit and settle all accounts against County and direct their payment
 - c. Enter into minutes CEU hours for the following: Tashia Wilson, Constable Pct. 2; Charlie Treadwell, County Commissioner Pct. 4
 - d. County Auditor to make financial report
 - e. Enter into minutes approval letter from the Texas Secretary of State for countywide polling places for Marion County.
2. Tax Assessor-Collector to present pursuant to Texas Property Tax Code 6.23 the annual reporting of completed continuing education for 2019.
3. Consider for approval Marion Central Appraisal District to hire the Greer, Herz and Adams, LLP, of Galveston to represent Marion Central Appraisal District.
4. Consider approval of salary ranges of Employees for 2020.
5. Consider for approval end of year transfers/amendments as presented by Auditor.
6. Consider approval of mileage reimbursement rate for 2020.
7. Consider approval of QTpod M3000 Self-Service Terminal Service Option for 2020.
8. Award the Indigent Attorney contract(s) for 2020.
9. Consider approval of Westlaw ProFlex agreement as part of their migration to a new platform.
10. Consider approval of hiring J.P. Abernathy as a consultant for the Courthouse Restoration project.
11. Discuss items for Courthouse Restoration Project.
12. Discuss items for jail project.

BY *K.W.*
VICIE SMITH
CO. CLERK, MARION CO.
19 DEC 27 AM 8:28
FILED FOR RECORD

Leward J. LaFleur
County Judge

MINUTES OF MARION COUNTY COMMISSIONERS' COURT
DECEMBER 9, 2019

The Commissioners' Court of Marion County met in Regular Session at 9:00 A.M. on December 9, 2019. All members present with County Judge Leward LaFleur, presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
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 NOVEMBER 25, 2019

b. ORDER APPROVING REPORTS OF COUNTY OFFICIALS

| | | |
|----------------|----------|------|
| Treasurer | October | 2019 |
| District Clerk | October | 2019 |
| Sheriff | November | 2019 |
| J.P., Pct. #2 | November | 2019 |
| County Clerk | November | 2019 |

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

d. ORDER TO ENTER INTO MINUTES CEU HOURS FOR CHARLIE TREADWELL, COUNTY COMMISSIONER, PCT. #4

Motion by Ashley, seconded by J. McKnight to approve consent agenda with a manual check for \$150.00 being check #68774 to Nationwide. All members present voted Aye. Motion carried 4-0.

See Exhibit "A" attached

ITEM NO. 2

ORDER APPROVING PAYROLL FOR NOVEMBER 1 -15, 2019 WITH NET PAY OF \$73,654.66 AND ACH TAX TRANSFER \$20,637.21. MOTION TO APPROVE PAYROLL FOR NOVEMBER 16 – 30, 2019 WITH NET PAY BEING \$73,899.12 AND ACH TAX TRANSFER OF \$21,109.32

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

See Exhibit "B" attached

ITEM NO. 3

ORDER APPROVING 23 2020 COUNTY HOLIDAYS AS PRESENTED

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

See Exhibit "C" attached

ITEM NO. 4

ORDER TO APPROVE SETTING THE DATE OF THE LAST COMMISSIONER'S COURT MEETING OF IN DECEMBER 2019 TO BE DECEMBER 30, 2019 AT 9:00 A.M.

Motion by Treadwell, seconded by Ashley. All members present voted aye. Motion carried 4-0.

ITEM NO. 5

CONSIDER FOR APPROVAL HIRING JP ABERNATHY AS THE COURT LIAISON AS CONSTRUCTION MANAGER

Tabled

ITEM NO. 6

ORDER APPROVING SOLUTION PROJECT PROPOSAL FOR MARION COUNTY'S ELECTIONS SECURITY ASSESSMENT AND AUTHORIZE COUNTY CLERK, VICKIE SMITH, THE DECISION-MAKING AUTHORITY FOR MOST MATTERS THAT OCCUR

Motion by Treadwell, seconded by McKnight. All members present voted Aye. Motion carried 4-0.

See Exhibit "D" attached

ITEM NO. 7

ORDER APPROVING THE REAPPOINTMENT OF THREE MEMBERS (JACK NELSON, JP ABERNATHY AND KEVIN THOMPSON) TO THE CYPRESS RIVER AIRPORT BOARD FOR A TWO YEAR TERM STARTING JANUARY 2020 – DECEMBER 2021

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

ITEM NO. 8

ORDER APPROVING THE REAPPOINTMENT OF TWO MEMBERS: (JOHN NANCE AND TED BARROW) TO THE CYPRESS VALLEY NAVIGATION BOARD FOR A TWO YEAR TERM STARTING JANUARY 2020 – DECEMBER 2021

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

ITEM NO. 9

ORDER APPROVING INTERLOCAL AGREEMENT WITH CITY OF JEFFERSON FOR LIBRARY SERVICE

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

See Exhibit "E" attached

ITEM NO. 10

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

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

See Exhibit "F" attached

ITEM NO. 11

ORDER APPROVING ALL 2020 NON-DEPARTMENTAL CONTRACTS FOR SERVICES TO INCLUDE ITEMS a. – l.

Motion by Treadwell, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0.

See Exhibit “G” attached

ITEM NO. 12

DISCUSS ITEMS FOR COURTHOUSE RESTORATION PROJECT

No Action

ITEM NO. 13

DISCUSS ITEMS FOR JAIL PROJECT

No Action

ORDER TO ADJOURN

Motion by Ashley, seconded by J. McKnight. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 9:13 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**

CERTIFICATE OF PARTICIPATION

The Texas A&M AgriLife Extension Service

Awards This Certificate To

Charles Treadwell

For Successfully Completing 4.5 Hours of Educational Training

During the

District 5 County Judges and Commissioners Conference

December 4, 2019

Nacogdoches, TX

TEXAS A&M
AGRILIFE
EXTENSION



PRAIRIE VIEW
A&M UNIVERSITY
COLLEGE OF AGRICULTURE
AND HUMAN SCIENCES

Cooperative Extension Program

Dr. Jeff Hyde, Director

Shelia Harris, District Extension Administrator

CERTIFICATE OF PARTICIPATION

The Texas A&M AgriLife Extension Service

Awards This Certificate To

Charles Treadwell

For Successfully Completing 6 Hours of Educational Training

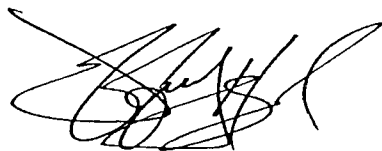
During the

District 4 County Judges and Commissioners Conference

December 5, 2019

Mount Pleasant, Texas

TEXAS A&M
AGRILIFE
EXTENSION



Dr. Jeff Hyde, Director



Hurley Miller, District Extension Administrator

TEXAS A&M ENGINEERING EXTENSION SERVICE

The Texas A&M University System

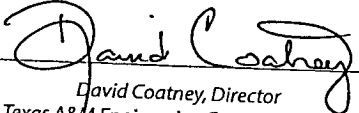
Tashia N. Wilson

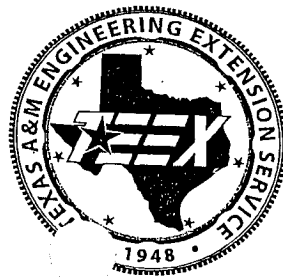
has successfully completed

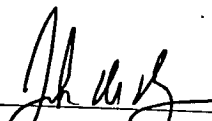
Civilian Interaction Training

2 Hours


December 4, 2019


David Coatney, Director
Texas A&M Engineering Extension Service




John M. Ray, Ph.D., Division Director
Law Enforcement and Security Tr

Certificate of Completion


OSS Academy®

Certifies that

natashia wilson

has successfully completed an online course of instruction in
Body Worn Cameras #8158 (TCOLE)

for
Course Credit(s) 2.00 Hour(s)

Monday, December 23, 2019

David Salmon

David Lee Salmon II, Training Coordinator
TCOLE Number 513940





TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 1/1/2019 - 12/31/2019

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

ID: 226351
Phone: (903) 665-3281
Fax: (903) 665-8732
Enrolled Date: 01/01/2009

| Date | Description | Earned Hours |
|------------|---|--------------|
| 01/01/2019 | Excess hours carried from 2018 | 10.00 |
| 05/22/2019 | East Texas Lunch Bunch | 3.00 |
| 06/09/2019 | Team Building | 4.00 |
| 06/13/2019 | 85th Annual Tax Assessor-Collectors Association Conference | 14.00 |
| 07/24/2019 | State Laws and Rules Update | 2.00 |
| 09/23/2019 | SOS Security Awareness Training | 1.00 |
| | Total Hours for Year: | 34.00 |

You have met your education requirements for the period 01/01/2019 - 12/31/2019.

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

Texas Property Tax Code § 6.231

- (a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.
- (d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.

ward Lafleur

From: Ann Lummus <annl@marioncad.org>
Sent: Thursday, December 19, 2019 9:36 AM
To: 'ROB BARNWELL'; Leward.lafleur@co.marion.tx.us; 'Marion County Hosp. Dist.';
jsmith@avingerisd.net
Subject: Midcoast Lawsuit

Good morning to all:

In a previous email I notified you that Marion CAD has a value lawsuit brought by Midcoast Pipelines on the 2019 values for properties in the district. Midcoast filed suit on values in a number of counties in Texas over the value dispute this year. Perdue, Brandon, Fielder, Collins and Mott (our legal firm) has made the decision to not litigate these lawsuits and advised our office as well as other appraisal districts we would need to hire a firm that specializes in this type of case. During our December Board of Directors meeting last week a presentation and discussion of firms that are being hired by other districts to represent them in the lawsuits was held in Executive Session. In open meeting the Board voted to hire the Greer, Herz and Adams, LLP, of Galveston to represent Marion CAD. They have experience in cases involving this type of industry. The firm is also being retained by a group of other CADS and we will cost share on many of the expenses needed to litigate this lawsuit. By joining other districts Marion CAD is attempting to keep the cost to our county at a minimum as the cost of expert witnesses and similar filings will be spread out pro rata over all of the CADS involved and not billed to only us.

I'll keep you informed as the suit progresses.

Ann Lummus, RPA, CCA
Chief Appraiser
Marion CAD

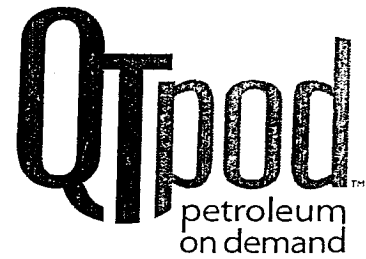
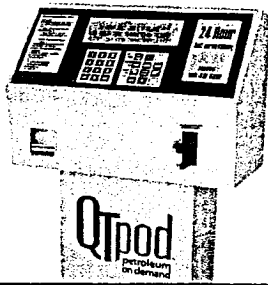
Marion County Salary Ranges

Budget - Fiscal 2020

| Department | Minimum | Maximum | |
|------------------------------|----------|----------|-----------|
| Administration Office: | | | |
| Administrative Assistant | \$25,121 | \$27,121 | |
| County Clerk: | | | |
| Chief Deputy | \$25,121 | \$27,121 | |
| Clerk | \$23,346 | \$25,346 | |
| Clerk | \$23,346 | \$25,346 | |
| Max | | | \$77,813 |
| District Clerk: | | | |
| Chief Deputy | \$25,121 | \$27,121 | |
| Clerk | \$23,346 | \$25,346 | |
| Max | | | \$52,467 |
| Justice of the Peace Clerk | \$23,346 | \$25,346 | |
| County Attorney: | | | |
| Clerk | \$23,346 | \$25,346 | |
| Assistant District Attorney | \$25,000 | \$31,022 | |
| Max | | | \$56,368 |
| Tax Office: | | | |
| Chief Deputy | \$25,121 | \$27,121 | |
| Clerk | \$23,346 | \$25,346 | |
| Clerk | \$23,346 | \$25,346 | |
| Clerk | \$23,346 | \$25,346 | |
| Max | | | \$103,159 |
| Sheriff: | | | |
| Administrative Assistant | 26121 | 28121 | |
| Chief Deputy | 36813 | 38813 | |
| Investigator | 34423 | 36423 | |
| Deputy Captain | 33273 | 35273 | |
| Deputy Sheriff | 31833 | 33833 | |
| Deputy Sheriff | 31833 | 33833 | |
| Deputy Sheriff | 31833 | 33833 | |
| Deputy Sheriff | 31833 | 33833 | |
| Deputy Sheriff | 31833 | 33833 | |
| Deputy Sheriff | 31833 | 33833 | |
| Captain - Jail Administrator | 30068 | 32068 | |
| Dispatcher- Comm. Supervisor | 27303 | 29303 | |
| Dispatcher-Jailer | 27303 | 29303 | |
| Dispatcher-Jailer | 27303 | 29303 | |
| Dispatcher-Jailer | 27303 | 29303 | |
| Dispatcher-Jailer | 27303 | 29303 | |
| Dispatcher-Jailer | 27303 | 29303 | |
| Dispatcher - Jailer | 27303 | 29303 | |
| Dispatcher - Jailer | 27003 | 29303 | |
| Dispatcher - Jailer | 27003 | 29303 | |
| Dispatcher - Jailer | 27003 | 29303 | |
| Dispatcher - Jailer | 27003 | 29303 | |
| Max | | | \$696,029 |

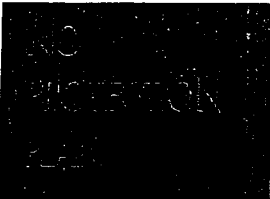
| Department | Minimum | Maximum | |
|---|----------|---------------------|----------|
| Courthouse Security | | | |
| Deputy | 28900 | 30900 | |
| R&B #1 | | | |
| Operator | \$28,509 | \$30,509 | |
| Truck Driver | \$27,364 | \$29,364 | |
| Truck Driver | \$27,364 | \$29,364 | |
| Max | | | \$89,237 |
| R&B #2 | | | |
| Operator | \$28,509 | \$30,509 | |
| Truck Driver | \$27,364 | \$29,364 | |
| Truck Driver | \$27,364 | \$29,364 | |
| Max | | | \$89,237 |
| R&B #3 | | | |
| Operator | \$28,509 | \$30,509 | |
| Truck Driver | \$27,364 | \$29,364 | |
| Truck Driver | \$27,364 | \$29,364 | |
| Max | | | \$89,237 |
| R&B #4 | | | |
| Operator | \$28,509 | \$30,509 | |
| Truck Driver | \$27,364 | \$29,364 | |
| Truck Driver | \$27,364 | \$29,364 | |
| Max | | | \$89,237 |
| Sanitation | | \$10.58 (676 hours) | |
| Sanitation | | \$7,152.00 | |
| Anywhere between minimum wage (\$7.25) and below: | | | |
| Part-Time Road & Bridge Operator | | \$11.26 | |
| Part-time Road & Bridge Truck Driver | | \$10.23 | |
| Part-Time Clerical | | \$10.20 | |
| Part Time Deputy Sheriff | | \$11.20 | |
| Part-Time - Jailer - Dispatch - Bailiff | | \$10.48 | |

| Elected Officials / Appointed | Salary | Car Allowance |
|--------------------------------------|---------------|----------------------|
| County Judge | \$39,844 | \$4,000 |
| County Clerk | \$39,844 | - |
| District Clerk | \$39,844 | - |
| JP #1 | \$35,743 | \$6,500 |
| JP #2 | \$20,112 | \$5,000 |
| County Attorney | \$10,800 | - |
| County Auditor | \$38,914 | - |
| County Treasurer | \$39,844 | - |
| Tax Assessor-Collector | \$39,844 | - |
| Constable 1 | \$33,808 | - |
| Constable 2 | \$22,047 | \$3,500 |
| Sheriff | \$39,844 | - |
| Commissioners 1-4 | \$35,095 | \$7,600 |
| Extension Office | \$13,730 | \$5,000 |
| Veteran Service officer | \$7,620 | - |
| Emergency Management Coordinator | \$4,500 | - |



M3000 Self-Service Terminal Service Options

Protect Your Investment With A Service Plan

| | | |
|---|---|--|
| <p>PLATINUM LEVEL</p> <p>Annual Fee \$1,695</p> | <p>Client Telephone Support</p> <ul style="list-style-type: none"> • 24 x 7 Telephone Technical Support - no charge <p>Parts</p> <ul style="list-style-type: none"> • No charge for parts exchange + prepaid outbound ground freight ⁽¹⁾ <p>Full replacement lightning protection</p> <ul style="list-style-type: none"> • Parts replacement for damages if terminal is equipped with QT's optional AC line Surge Protection⁽²⁾ | <p>Software Upgrades</p> <ul style="list-style-type: none"> • No Charge on Release |
| <p>GOLD LEVEL</p> <p>Annual Fee \$1,095</p> | <p>Client Telephone Support</p> <ul style="list-style-type: none"> • 24 x 7 Telephone Technical Support - no charge <p>Parts</p> <ul style="list-style-type: none"> • 40% Discount on service parts or exchanges ⁽³⁾ • Prepaid outbound ground freight ⁽¹⁾ | <p>Software Upgrades</p> <ul style="list-style-type: none"> • No Charge on Release |
| <p>SILVER LEVEL</p> <p>Annual Fee \$695</p> | <p>Client Telephone Support</p> <ul style="list-style-type: none"> • Available Mon. - Fri. 7:30 am - 6 pm MST - no charge • After hours \$180/hour - with 1 hour minimum <p>Parts</p> <ul style="list-style-type: none"> • 25% Discount on service parts or exchanges ⁽³⁾ • Customer responsible for freight | <p>Software Upgrades</p> <ul style="list-style-type: none"> • Available at Full Retail Price (\$945) |
|  | <p>Client Telephone Support</p> <ul style="list-style-type: none"> • \$180/hour - with 1 hour minimum • Mon. - Fri. 7:30 am - 6 pm MST only <p>Parts</p> <ul style="list-style-type: none"> • Retail pricing • Customer responsible for freight | <p>Software Upgrades</p> <ul style="list-style-type: none"> • Available at Full Retail Price (\$945) |

303.962.3413

QTpod.com

Notes:

- 1) Requests for overnight shipping will incur shipping charges.
- 2) Any other required electrical repairs caused by lightning damage are the client's responsibility.
- 3) Discount on service parts does not include proprietary cards, receipt paper, or accessory items.
Any other required electrical repairs caused by lightning damage are the client's responsibility.

EXHIBIT A

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 Timothy Cariker, State Bar No.24009942 ("Attorney") on the 30th day of December 2019. 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, 2020 and ending on December 31, 2020, unless sooner terminated as set forth herein.
2. Compensation. Attorney will receive the sum of \$3,218.75 per month, for a total of \$38,625.00 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.
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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:

COUNTY:

Timothy Cariker
Attorney at Law
1891 Nesbitt Cutoff
Marshall, Tx 75670
timcariker@hotmail.com
903-938-2766 phone

COUNTY JUDGE
Marion County
119 W Lafayette, Suite 1
Jefferson, TX 75657
903-665-3261 phone
903-665-8732 fax

Date: _____

Date: _____

EXHIBIT B

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 Jim Finstrom, State Bar No.07038000 ("Attorney") on the 30th day of December 2019. 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, 2020 and ending on December 31, 2020, unless sooner terminated as set forth herein.
2. Compensation. Attorney will receive the sum of \$3,218.75 per month, for a total of \$38,625.00 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.
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ATTORNEY:

COUNTY:

JIM FINSTROM
Attorney at Law
202 S. Marshall
P.O. Box 276
Jefferson, TX 75657
903-665-7111 phone
903-665-7167 fax

COUNTY JUDGE
Marion County
119 W Lafayette, Suite 1
Jefferson, TX 75657
903-665-3261 phone
903-665-8732 fax

Date: _____

Date: _____



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ProFlex Modifications

| Service Number | Product | Agreement Number | New Monthly Charge |
|----------------|------------------|------------------|--------------------|
| 40757482 | Existing ProFlex | 0000097792 | \$2,179.54 |

If this modification is of a WestlawPRO Select product or ProFlex under a current WestPack, this Agreement serves as a modification of the Principal product.

If you are licensing banded products, you certify that the number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students provided to us in the attached form is accurate and complete as of the date you signed this document. Pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to issue additional passwords and increase your Monthly Charges to the price for the correct band.

The terms of this modification will be effective on the date we process the modification. The Monthly Charges will increase to new Monthly Charges identified in the New Monthly Charges column and will begin billing the first of the month following processing. All other terms and conditions of the Order Form including, but not limited to, annual Monthly Charges increases and the length of the term remain unchanged.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

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Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

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