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Jefferson, Texas 75657



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Hon. Leward J. LaFleur

Commissioner J.R. Ashley

Marion County Judge

Commissioner Jacob Pattison

Commissioner Ralph Meisenheimer

Commissioner C. W. Treadwell

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 28th February, 2022 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

1. Consent agenda:
 - a. Consider approval of minutes - February 14, 2022
 - b. Court to examine all accounts and reports relating to finances of County
 - c. Court to audit and settle all accounts against County and direct their payment
 - d. County Auditor to make financial report
2. Consider for approval Law Enforcement Liability and Public Officials Liability renewals through Texas Association of Counties Risk Management Pool's Program.
3. Consider for approval Interlocal Cooperation Contract (Failure to Appear Program) with DPS for Justices of Peace.
4. Consider for approval enrollment and participation in Cybersecurity Training with Texas Association of Counties for 2022.
5. Consider for approval final Line item transfers for Fiscal Year 2021 Budget.
6. Consider for approval authorization to issue Requests for Proposals (RFPs) for administrative and plan writing services related to the CDBG-MIT Local Hazard Mitigation Plans Program.
7. Consider for approval Selection Committee for CDBG-MIT LHMPP Administrative Services.
8. Consider for approval and take necessary action on Constable vehicles.
9. Consider for approval renewal participating in the Affordable Care Act Reporting and Tracking Service (ARTS) for 2022, authorizing County Judge to sign.
10. Consider for approval East Texas Housing Financing Corporation General Certificate of Marion County, authorizing County Judge to sign.
11. Consider for approval purchase of dump-truck for Precinct 3, not to exceed the amount of \$40,000.00.

- 12. Consider for approval an amendment to the Marion County Game Room Regulations.**
- 13. Enter Executive Session pursuant 551.071 of the Government Code to discuss: County of Marion v. Purdue Pharma, Inc., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.**
- 14. Consider authorizing the County Judge to execute Order regarding settlement offers in the matter of Texas opioid multi-district litigation for the County in the matter of County of Marion v. Purdue Pharma, Inc., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.**
- 15. Discuss items for jail project.**



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 14, 2022. Members present with County Judge Leward LaFleur, presiding were Jacob Pattison, Commissioner, Precinct #2; Ralph Meisenheimer, Commissioner, Precinct #3 and C.W. (Charlie) Treadwell, Commissioner, Precinct #4

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1--Absent
JACOB PATTISON, COMMISSIONER, PRECINCT # 2
RALPH MEISENHEIMER, COMMISSIONER, PRECINCT # 3
C.W. (CHARLIE) TREADWELL, COMMISSIONER, PRECINCT#4

ITEM NO. 1

CONSENT AGENDA:

a. ORDER APPROVING MINUTES OF JANUARY 31, 2022

b. ORDER APPROVING REPORTS OF COUNTY OFFICIALS

J.P., Pct. #1	December	2021
District Clerk	December	2021
County Clerk	January	2022
J.P., Pct. #2	January	2022
Sheriff	January	2022
J.P., Pct. #1	January	2022

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

d. ORDER APPROVING BOND FOR KIM WISE, DEPUTY COUNTY CLERK

Motion by Treadwell, seconded by Pattison to approve consent agenda with approval of bond for Kim wise, Deputy County Clerk. All members present voted Aye. Motion carried 3-0.

ITEM NO. 2

ORDER TO APPROVE PAYROLL FROM JANUARY 1 – 15, 2022 AND JANUARY 16 – 31, 2022 AS PRESENTED BY THE COUNTY TREASURER

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

See Exhibit "A" attached

ITEM NO. 3

ORDER APPROVING RESOLUTION DESIGNATING FEBRUARY AS BLACK HISTORY MONTH TO BE SIGNED BY THE COUNTY COMMISSIONERS AND COUNTY JUDGE

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

See Exhibit "B" attached

ITEM NO. 4

ORDER APPROVING MARION COUNTY CONSTABLE PCT. 1 RACIAL PROFILE REPORT

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

See Exhibit "C" attached

ITEM NO. 5

ORDER APPROVING MARION COUNTY CONSTABLE PCT. 2 FULL EXEMPTION RACIAL PROFILING REPORT

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

See Exhibit "D" attached

ITEM NO 6

CONSIDER FOR APPROVAL SHERIFF DEPARTMENT CHAPTER 59 ASSET FORFEITURE REPORT FOR 2021

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

See Exhibit "E" attached

ITEM NO. 7

**ORDER APPROVING CONSTABLE #1 CHAPTER 59 ASSET FORFEITURE REPORT
FOR 2021**

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

See Exhibit "F" attached

ITEM NO. 8

**ORDER APPROVING CONSTABLE #2 CHAPTER 59 ASSET FORFEITURE REPORT
FOR 2021**

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

See Exhibit "G" attached

ITEM NO. 9

**ORDER APPROVING INSTALLATION OF FENCE AT CYPRESS RIVER AIRPORT
AND THE COUNTY'S PART TO BE \$7,334.60**

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

ITEM NO. 10

**DISCUSS AND TAKE NECESSARY ACTION OF NEW OR USED VEHICLES FOR
MARION COUNTY CONSTABLES**

Motion to table by Treadwell, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

See Exhibit "H" attached

ITEM NO. 11

DISCUSS ITEMS FOR JAIL PROJECT

Nothing to report

ADJOURN

Motion by County Judge, Leward LaFleur, seconded by Meisenheimer to adjourn. All members present voted Aye. Motion carried 3-0. Meeting adjourned at 9:14 a.m.



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

I attest to the accuracy of 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



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

Liability Renewal Questionnaire

Member: Marion County

Coverage Period: June 17, 2022 through June 17, 2023

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: 102 W Austin St Rm 101

City, State, Zip: Jefferson TX, 75657

Public Official / LE Liability

	<u>Public Official</u>	<u>Law Enforcement</u>	<u>Total</u>
2016	12223	11909	24132
2017	12152	12398	24550
2018	12628	12678	25306
2019	11805	11016	22821
2020	9687	11049	20736
2021	8892	14074	22966

Liability Renewal Questions

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

	Total	Airport	Hospital	
Full Time Employees:	62	-	-	Full Time = 35 or more hours per week
Part Time Employees:	19			Part Time = Less than 35 hours per week
Volunteers:	1			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 (included coverage limit is \$50,000/\$100,000)		<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: N/A

- 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 budgeted 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:	20	Class B	Full Time:	1	Class C	Full Time:	8	Class D	Full Time:	-
	Part Time:	2		Part Time:	-		Part Time:	1		Part Time:	3

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

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

Name of Law Enforcement Task Force: _____

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

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

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

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

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

If yes, who operates the Jail Facility? Marion County Sheriff

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.
Inspection was in January 2021 - we are on probation for 60-90 days for administrative paperwork completion.
- 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. see email attached for actions

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

Summary: it is for JP court - failure to appear - when people do not appear for court, etc on a citation, the Jp's can add \$10 to their fees and report the case to OMNI which puts a hold on their license until the ticket is paid for, \$4 stays with county, \$6 goes to Omni.

this is a 5 year contract. the prior contract that i could find was signed in 2012.

We also have an agreement with OMNI for this service

**Interlocal Cooperation Contract
Failure to Appear (FTA) Program**

State of Texas
County of Marion

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Justice Court of the County of Marion (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. Written warnings

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the

prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

B. FTA Report

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

C. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;

4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

D. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

E. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

F. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006 are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

G. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

VII. GENERAL TERMS AND CONDITIONS

- A. **Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. **Notice.** The respective party will send the other party notice as noted in this section.

Court	Department of Public Safety
Attn.: Justice Courts	Enforcement & Compliance Service 5805 North Lamar Blvd. Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address: 114 W Austin, Room 204	
Address: Jefferson, TX 75657	
Fax: 903-601-6014	
Email: jan.weesner@co.marion.tx.us	
Phone: 903-665-2392	

- C. **Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Department of Public Safety

Authorized Signatory

Driver License Division Chief or Designee

Marion County Judge, Leward J LaFleur

Title

Date

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.



TEXAS ASSOCIATION *of* COUNTIES

Cybersecurity Course Enrollment Form for Counties

Under state law, Tex. Gov't Code § 2054.5191, effective June 14, 2019, all employees, elected officials, and appointed officials who have access to a local government computer system or database and use a computer to perform at least 25 percent of their duties must complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

In response to the cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC offers a free cybersecurity course that has been certified by DIR and fulfills the requirements of the law each year.

Should your county choose to participate in TAC's cybersecurity training program, please have your Commissioners Court approve your county's participation, complete the enclosed form and return via email to SecurityTraining@county.org or fax to (512) 477-1324. For more information about the underlying legislation and TAC's cybersecurity training course, please visit county.org/cybersecurity.

Your course administrator will receive an email notification when your county is enrolled. Counties are required to report their compliance with the mandate by August 31, 2022. Enrollment is available on a rolling basis through July 29, 2022.

Printed Name

County Name

Leward J LaFleur, County Judge

Marion County

Authorized Signature

Date

Assigned Course Administrator

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses, and positions held. The designated individual will also be responsible for submitting requests to TAC staff to add and remove users from the training to ensure all required county personnel are delivered training.

The course administrator may request from TAC staff reports reflecting the course completion status of all participating county employees and elected officials.

Name of Administrator: Shanna Solomon

Email of Administrator: ssolomon@co.marion.tx.us

Phone Number of Administrator: 903-665-7240

Position/Office of Administrator: County Auditor

County IT Administrator

Please indicate the individual responsible for IT administration for your county. Upon request, TAC will coordinate with your IT Administrator to facilitate smooth deployment of the cybersecurity training program for your personnel and electeds.

Name of IT Administrator: Shanna Solomon

Email of Registrant: ssolomon@co.marion.tx.us

Phone Number of Registrant: 903-665-7240

TAC offers counties a free cybersecurity course that is certified to fulfill HB 3834's requirements each year. Affected entities are required to report their staff's completion of a certified course to DIR (<https://dir.texas.gov/View-About-DIR/Information-Security/Pages/Content.aspx?id=154>) by Aug. 31 each year.

Who needs to complete a certified course? ✖

The law applies to the following:

- All local government elected officials.
- Local government and state agency employees who have access to a government computer system or database.
- State agency contractors who have access to a government computer system or database.

What is the penalty for noncompliance? ✖

HB 1118 requires counties that apply for grants outlined in Government Code Chapter 772

(<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.772.htm#772>)

on or after Sept. 1, 2021, to submit with the grant application a written certification of the county's compliance with the annual cybersecurity training.

Counties that apply for and receive a grant outlined in this chapter on or after Sept. 1, 2021, but have not complied with the cybersecurity training requirement will have to repay the grant to the state. Additionally, the county will be ineligible for another grant until the second anniversary of the date the local government is determined ineligible.

Reporting compliance with HB 3834

TAC provides its certified cybersecurity course as a means for counties and organizations to comply with HB 3834 (<https://legiscan.com/TX/bill/HB3834/2019>). However, TAC does not monitor, enforce or report course completion.

Your organization will need to report compliance

(<https://dircommunity.force.com/SecurityTrainingVerification/s/CybersecurityTrainingCertification>) with the training requirement

(<https://legiscan.com/TX/bill/HB3834/2019>) to the Department of Information Resources (<https://dir.texas.gov/>) by Aug. 31 each year,

Marion County
12/31/2021

Additional
Year end line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
General				
judge	10.501.4301	supplies		100
	10.501.4420	telephone	100	
district court				
	10.507.4110	court reporter		2050
	10.507.4302	supplies	50	
	10.507.4414	civil attny	2000	
			<u>2050</u>	<u>2050</u>
Maintenance				
	10.525.4301	supplies	1000	
	10.525.4303	courthouse maint		1000
			<u>1000</u>	<u>1000</u>
constable 2				
	10.529.4298	official benefits		100
	10.529.4420	telephone	100	
sheriff				
	10.535.4331	uniforms	100	
	10.535.4426	travel	500	
	10.535.4371	auto maint		600
	10.535.4338	prisoner care		
			<u>600</u>	<u>600</u>
solid waste #1				
	10.537.4348	maintenance	100	
	10.537.4102	employee salary		100
			<u>100</u>	<u>100</u>
Election				
	10.671.4301	supplies	200	
	10.671.4440	utilites		200
Transfer Out				
	10.780.4770	transfer to cap project	40220.81	
	10.507.4411	public defenders		7000
	10.507.4416	forensics/evals		3000
	10.525.4420	telephone		3000
	10.525.4440	utilities		4000
	10.525.4303	courthouse maint		3000
	10.535.4102	sheriff salaries		6000
	10.535.4108	sheriff holidays		1780
	10.535.4278	sheriff benefits		5000
	10.695.4498	autopsies		7440.81
			<u>40220.81</u>	<u>40220.81</u>

**Marion County
12/31/2021**

**Additional
Year end line item transfers**

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
Road & Bridge				
precinct 1	15.621.4102	employee salary	300	
	15.621.4278	employee benefit		300
	15.621.4301	supplies	5000	
	15.623.4301	pct 3 supplies		5000
			5300	5300

Airport Fund				
	39.683.4499	grant matching		16400
	39.683.4348	maintenance	200	
	39.683.4581	capital outlay	10200	
	39.683.4351	fuel	6000	
			16400	16400

CHS				
	51.695.4107	overtime	300	
	51.695.4499	misc	500	
	51.695.4278	employee benefits		800
			800	800

Amendment due to transfers:

			expense	revenue
Self Ins	70.695.4353	electrical - jrj ineligible	20000	
	70.695.4520	site const - jrj ineligible	220.81	
	70.695.4521	site const - marion county	20000	
	70.390.3910			40220.81
			40220.81	40220.81

Amendment:

Records Mgmt	52.525.4440	utilities	150	
	52.000.2861	appropriations		150

Journal Entry to transfer funds:

			dr	cr
	10.000.1011	cash		40220.81
	10.780.4770	transfer to cap projects	40220.81	
	70.000.1011	cash	40220.81	
	70.390.3910	transfer from general		40220.81

**RUN IN CLASSIFIEDS AS A STANDARD PUBLIC NOTICE
ONE TIME ONLY
(DATE BELOW)**

Questions? Contact Shanna Solomon at ssolomon@co.marion.tx.us, 903-665-7240

ADVERTISE HERE

**REQUEST FOR PROPOSALS
MARION COUNTY, JEFFERSON, TEXAS**

The County of Marion is soliciting planning and management service providers to assist Marion County with the development of a updated Hazard Mitigation Action Plan. If awarded with funding, CDBG-MIT LHMPP funds will be administered by HUD and implemented through the Texas General Land Office fund. These planning activities, and the Hazard Mitigation Plan development and approval oversight is administered by FEMA and implemented through the Texas Division of Emergency Management (TDEM). Accordingly, the Marion County seeks to contract with a qualified service provider for planning and management services. Please electronically submit your proposals in .pdf format via email/website to/at ssolomon@co.marion.tx.us OR submit your proposal to the address below on a thumb drive OR submit five (5) copies of your proposal of services to the following address: Attn: Marion County Judge, 102 W Austin, Room 205, Jefferson, TX 75657. Proposals must be received by the Marion County no later than 5:00 pm on Friday, March 25, 2022 to be considered. Marion County reserves the right to negotiate with any and all proposers, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals. Marion County is an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por petición.

ADVERTISE HERE

PRINT IN CLASSIFIEDS AS A STANDARD PUBLIC NOTICE

Run Date	Friday, March 4, 2022
Newspaper	Jefferson Jimplecute
Billing to	ssolomon@co.marion.tx.us
Questions call	Shanna Solomon 903-665-7240
Due at Paper	Insert newspaper advertisement deadline

Request for Proposal (RFP) for Planning and Management Professional Services - Cover Letter

March 4, 2022

Re: Texas General Land Office ("GLO") Community Development Block Grant-Mitigation (CDBG-MIT) Local Hazard Mitigation Plans Program (LHMPP)

Dear Service Providers:

Attached is a copy of the Entity's Request for Proposals ("RFP") for planning and management services. These services are being solicited to assist the Marion County with the development of an updated Hazard Mitigation Action Plan. If awarded with funding, CDBG-MIT funds will be administered by HUD and implemented through the Texas General Land Office fund. These planning activities, and the Hazard Mitigation Plan development and approval oversight is administered by FEMA and implemented through the Texas Division of Emergency Management (TDEM).

The submission requirements for this proposal are included in the attached RFP. Please submit a proposal of services and statement of qualifications to:

Electronic submission in .pdf format: Shanna Solomon at ssolomon@co.marion.tx.us

Mail submission (5 copies): Marion County Judge, 102 W Austin, Room 205, Jefferson, TX 75657

The deadline for submission of proposals is Friday, March 25, 2022. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting provider. Marion County reserves the right to negotiate with any and all service providers submitting timely proposals.

Marion County is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.

Sincerely,

Shanna Solomon, Marion County Auditor

RFP for Planning and Management Services

Marion County is seeking proposals from competent planning firm(s) to assist the County in updating a Hazard Mitigation Action Plan, if funded by FEMA through TDEM under GLO's Community Development Block Grant-Mitigation (CDBG-MIT) Local Hazard Mitigation Plans Program (LHMPP) program(s). The following outlines the request for proposals.

1. **Scope of Work** –The successful firm is to provide planning services that meet the planning requirements outlined in 44 CFR Parts 201 and 206 and guidelines issued by the GLO. **A mitigation planning subaward must result in a FEMA approved mitigation plan adopted by the jurisdiction(s). The risk assessment and mitigation strategy must reflect current disaster recovery goals and result in FEMA approved planning-related activities (eligible under HMGP only).**

Local Hazard Mitigation Plan - Complete a Hazard Mitigation Action Plan for Marion County and participants. Services include but are not limited to:

- Documentation of the planning process and public involvement
- Hazard identification
- Hazard mapping
- Risk/vulnerability assessments
- Develop comprehensive mitigation strategy for reducing risks to life and property
- Identify mitigation actions and projects to be considered

Mitigation planning–related activities under LHMPP include but are not limited to (these activities may or may not be eligible under CDBG-MIT LHMPP):

- Updating or enhancing sections of the current FEMA-approved mitigation plan, such as:
 - The risk and vulnerability assessment based on new information, including supporting studies, such as economic analyses
 - The mitigation strategy, specifically strengthening the linkage to mitigation action implementation, with emphasis on available HMA project grant funding
 - The risk assessment and/or mitigation strategy, incorporating climate adaptation, green building, smart growth principles, or historic properties and cultural resources information
- Integrating information from mitigation plans, specifically risk assessment or mitigation strategies, with other planning efforts, such as:
 - Disaster recovery strategy (pre- or post-), preparedness, or response plans
 - Comprehensive (e.g., land use, master) plans
 - Capital improvement or economic development plans
 - Resource management/conservation plans (e.g., storm water, open space)
 - Other long-term community planning initiatives (e.g., transportation or housing)
- Building capability through delivery of technical assistance and training
- Evaluating adoption and/or implementation of ordinances that reduce risk and/or increase resilience

2. **Statement of Qualifications**- Marion County is seeking to contract with a competent planning firm experienced in hazard mitigation planning. Please provide the following information:

- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies.
- Related experience in federally-funded programs.
- A description of work performance and experience with HMGP, including a list of at least three references from past local government clients.
- Describe the service provider's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract through this solicitation.
- A statement substantiating the service provider's resources of and the ability to carry out the scope of work requested in a timely manner.

3. **Proposed Cost of Services** - We are seeking a firm fixed-price cost proposal. Please provide your cost proposal to accomplish the scope of work outlined above and for any additional services required to implement the project

described in this solicitation. The proposal should include pricing per jurisdiction and must include all costs that are necessary to successfully complete these activities. Contract pricing for services under this RFP will be adjusted if final number of participating jurisdictions differ from the current estimate. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used.

4. **Evaluation Criteria** - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	50
Work Performance	25
Capacity to Perform	15
Proposed Cost	10
Total	100

5. **Submission Requirements**

- **Certificate of Insurance** for professional liability
- **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that Marion County may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Service Providers should have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information should be included in the service provider’s Proposal. The clearance in the Service Provider’s proposal must be re-verified prior to award. Federal awarding agencies may relax the timing of the requirement for active SAM registration at time of allocation in order to expeditiously issue funding. At the time of award, the requirements of 2 CFR § 200.206, Federal awarding agency review of risk posed by recipients, continue to apply. Current registrants in SAM with active registrations expiring between April 1, 2021 and September 30, 2021 will automatically be afforded a one-time extension of 180 days. (2 CFR § 25.110).
- **Form CIQ**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person’s employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
- **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295**, (enclosed). Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 “Certificate of Interested Parties” pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- **Purchasing Contract Boycott Verification Form**
- **Required Contract Provisions.** Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.

6. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms **must** participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) **Please choose the MBDA Center that is in closest proximity to your community. Email your RFP to the appropriate center.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website: <https://www.mbdadfw.com>
Email: admin1@mbdadallas.com

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>
Email: MBDA@hccs.edu

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>
Email: treed@ephcc.org

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480
Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>
Email: orestes.hubbard@utsa.edu

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Dallas Fort Worth WBC
7800 N. Stemmons Fwy., Ste. 120
Dallas, TX 75247
214-572-9452
Website: <https://womensbusinesscenterdfw.com/>
Email: wbcdfw@liftfund.com

WBEA – Women's Business Center
9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: <https://www.wbea-texas.org/womens-business-center>
Email: wbc@wbea-texas.org

LiftFund Women's Business Center
600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website: <https://womensbusinesscentersa.com/>
Email: wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

7. Deadline for Submission – Proposals must be received no later than Friday, March 25, 2022 by 5:00 pm. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

Please electronically submit your proposal in .pdf format via email/website to/at ssolomon@co.marion.tx.us **OR** submit your proposal to the address below on a thumb drive **OR** submit five (5) copies of your proposal of services and a statement of qualifications for the proposed services to the following address: Attn: Marion County Judge, 102 W Austin, Room 205, Jefferson, TX 75657. Proposals must be received by the County no later than 5:00 pm on Friday, March 25, 2022 to be considered.

Any questions or requests for clarification must be submitted in writing via EMAIL to the address above at least 3 business days prior to the deadline. Marion County may, if appropriate, circulate the question and answer to all service providers submitted proposals.

**Community Development Block Grant-Mitigation (CDBG-MIT) Local Hazard Mitigation Plans Program
(LHMPP) Planning and Management Services - Description of Programs**

Below is a description of anticipated programs that are eligible for funding through the CDBG-MIT LHMPP Programs funded through the Texas General Land Office (GLO).

Marion County anticipates applying for the following programs that require Planning and Management Services – Marion County needs a plan update. Current plan expires in May 2023:

Applicant: <u>Marion County</u>	
Anticipated Participants include (name each participant): 1. <u>City of Jefferson</u> 2. _____ 3. _____ 4. _____ 5. _____	
Anticipated Program	CDBG-MIT LHMPP

CDBG-MIT LHMPP Program Description:

Hazard Mitigation Plan Development: Eligible governmental entities without a valid HMP can apply for funds under this program to develop one. HMPs are prepared and adopted by communities with the primary purpose of identifying, assessing, and reducing the long-term risk to life and property from hazard events. Effective mitigation planning can break the cycle of disaster damage, reconstruction, and repeated damage. Developing and approving HMP will allow governmental entities to become eligible and apply for federal and state funding. Although GLO is providing the funding for developing HMPs, the local community will coordinate the HMP development process directly with the Texas Division of Emergency Management (TDEM).

Hazard Mitigation Plan Update:

HMPs must be updated every 5 years in order to maintain eligibility for various funding sources. Eligible governmental entities can apply for funds to update their HMP. Updating an HMP means reviewing and revising the plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities. The planning team must identify how, when, and by whom the plan will be updated. Having an up-to-date HMP will allow governmental entities to continue to be eligible and apply for federal and state funding. Although GLO is providing the funding for updating HMPs, the local community will coordinate the HMP update or development process directly with the Texas Division of Emergency Management (TDEM).

Planning and Management Rating Sheet

Grant Recipient: _____ Program: CDBG-MIT LHMP

Name of Respondent _____

Evaluator's Name: _____ Date of Rating: _____

Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

	<u>Factors</u>	<u>Max.Pts.</u>		<u>Score</u>
1.	Evidence of developed plans in the State	30		
2.	CDBG, TDEM and/or grant experience	20		
3.				
4.				
	Subtotal, Experience	50		
	Comments:			

Work Performance

	<u>Factors</u>	<u>Max.Pts.</u>		<u>Score</u>
1.	Facilitates completion of activities on schedule	10		
2.	Capacity to complete number and quality maps	5		
3.	Capacity to schedule, coordinate and facilitate workshop meetings	10		
	Subtotal, Work Performance	25		
	NOTE: Information necessary to assess the offeror on this criterion should be gathered by contacting past and current clients.			
	Comments:			

Capacity to Perform

	<u>Factors</u>	<u>Max.Pts.</u>		<u>Score</u>
1.	Experienced planning and management staff within the organization	10		
2.	Experienced GIS staff within the organization	5		
	Subtotal, Capacity to Perform	15		
	Comments:			

Proposed Cost

	<u>Factors</u>	<u>Max.Pts.</u>		<u>Score</u>
	A = Lowest Proposal \$ _____			
	B = Bidder's Proposal \$ _____			
	A ÷ B X 20 equals Respondent's Score			
	Subtotal, Proposed Cost	10		

TOTAL SCORE

	<u>Factors</u>	<u>Max.Pts.</u>		<u>Score</u>
<input type="checkbox"/>	Experience	50		
<input type="checkbox"/>	Work Performance	25		
<input type="checkbox"/>	Capacity to Perform	15		
<input type="checkbox"/>	Proposed Cost	10		
	Total Score	100		

Cost of Services: Planning and Management Services

To be completed by proposing firm:

The Entity may apply for all, none, or any combination of the Planning activities listed below and choose one or more service providers to implement its awarded Planning and Management activities.

<input type="checkbox"/> Hazard Mitigation Plan Development	<input type="checkbox"/> Hazard Mitigation Plan Update
---	--

CDBG-MIT funds administered by HUD and implemented through the Texas General Land Office fund these planning activities, and the Hazard Mitigation Plan development and approval oversight is administered by FEMA and implemented through the Texas Division of Emergency Management. Grant awards will range from \$20,000 - \$100,000. Application intake began on July 28, 2021 and will be processed for eligibility on a first come, first served basis until July 2027 or until funding is exhausted, whichever is first.

Hazard Mitigation Plan Development - Develop a Local Hazard Mitigation plan that identifies, assesses, and reduces long-term risks to life and property from hazard events, or provide cost share (local match) for funding previously awarded to do the same from FEMA

Hazard Mitigation Plan Update - Update a current local Hazard Mitigation Plan that is within 2 years of expiration or provide cost share (local match) for funding previously awarded to do the same from FEMA.

Insert Certificate of Insurance

Insert System for Award Management (SAM) record search for company name and company principal

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: Congressional, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional, if known:
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

PURCHASING CONTRACT BOYCOTT VERIFICATION FORM

HB 89 - Prohibition on Contracts with companies Boycotting Israel _____ initial

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
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>

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.

SB 13 – Energy Company Boycotts _____ initial

Respondent represents and warrants that:

- (1) it does not, and will not for the duration of the contract, boycott energy companies or
- (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Pursuant to: TEX GOV'T CODE § 2274.002

Guidance: EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a “company” within the definitions of Section 2274.001(2) of the Tex. Gov’t Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

The clause does not apply to a governmental entity that determines the requirements of Section 2274.002(b) of Tex. Gov’t Code are inconsistent with its duties related to debt obligations or funds as described in Section 2274.002(c) of the Tex. Gov’t Code.

Respondent verifies that:

- (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or
- (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

Pursuant to: **TEX GOVT CODE CH. 2274**

Guidance: **APPLICABILITY:** This clause applies only to a contract that:

- (1) is between a governmental entity and a company with at least 10 full-time employees; and
- (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state agency:

- (1) contracts with a sole-source provider; or
- (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

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 Government Code Chapter 2270 and Chapter 2274::

- 1. Does not boycott Israel per HB 89 provisions;
- 2. Does not boycott energy companies per SB 13 provisions;
- 3. Does not boycott Firearm entities and trade associations per SB 19

COMPANY NAME

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

Date: _____

Initial Relevant Sections Above: HB 89, SB 13 or SB 19

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. *Language as of October 18, 2021.

All Contracts

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion,</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

	<p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
None	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed</p>	2 CFR 200

	on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;	2 CFR 200.321

	<p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334

None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <u>2252.153</u>. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	<p>Texas Government Code 2252.152</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <ul style="list-style-type: none"> (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. <p>(b) 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:</p> <ul style="list-style-type: none"> (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. 	<p>Texas Government Code 2271</p>
Option Contract Language for contracts awarded prior to Grant Award	<p>The contract award is contingent upon the receipt of funds. If no such funds are awarded, the contract shall terminate.</p>	<p>Optional</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	<p>42 U.S.C. 6201</p>

**Selection Review Committee Appointment
CDBG-MIT LHMP
Administrative and Plan Writing Services**

The following persons have been appointed to:

- determine the criteria to select service providers; and
- review and rate proposals from service providers.

Name	Title/Office/Position
1. Leward J LaFleur	Marion County Judge
2. J.R. Ashley	Marion County Commissioner Precinct 1
3. Jacob Pattison	Marion County Commissioner Precinct 2
4. Ralph Meisenheimer	Marion County Commissioner Precinct 3
5. Charlie Treadwell	Marion County Commissioner Precinct 4

Signed and approved this day 28th February, 2022 by the Marion County Commissioner's Court.

Appointed and approved by:

County Judge, Leward J LaFleur

Commissioner Precinct 1, JR Ashley

Commissioner Precinct 3, Ralph Meisenheimer

Commissioner Precinct 2, Jacob Pattison

Commissioner Precinct 4, Charlie Treadwell

Attest: _____
County Clerk, Vickie Smith

February 21, 2022

Affordable Care Act Reporting and Tracking Service (ARTS) Renewal Information

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) has begun the renewal process for those counties and districts participating in the Affordable Care Act Reporting and Tracking Service (ARTS). Renewal will enable your entity to produce the forms required by IRS Sections 6055/6056 for calendar year 2022, assuming this reporting continues to be a requirement. Reporting will consist of Form 1095C, which must be provided both to employees and the IRS (plus transmittal Form 1094C, filed with IRS). Current law requires all employers with 50 or more full-time equivalent employees to file these forms. ARTS will provide measurement period tracking for 2022 and beyond (to determine whether an employee must be offered health coverage), as well as affordability testing for groups that require employee contributions toward the cost of their own health coverage.

As your county or district provides health benefits through TAC HEBP, ARTS will continue to be available at NO COST in 2022, assuming program deadlines are met.

Your entity will need to continue sending employee, payroll, and unpaid leave of absence files to TAC HEBP in order to utilize this service for the 2022 reports. **Payroll data must be provided for each payroll cycle. Employee files must be provided, at a minimum, once per quarter. LOA files may be provided if and when applicable.** The information provided will be used to determine:

- 1) whether individuals are eligible for a federal premium subsidy or tax credit; and
- 2) whether your entity is subject to penalties under the ACA employer mandate.

Some payroll vendors have worked with TAC to produce these files for you. You will be responsible for the completion of required information in your payroll system and submission to TAC, but this eliminates the need for manually producing additional spreadsheets.

If you use a payroll system that will produce the required IRS forms, and you determine that your entity does not need measurement period tracking or affordability monitoring, you may not need ARTS. It is a service offered by TAC and is completely optional.

Enclosed is the ARTS Renewal Confirmation Program Agreement. Please return a signed copy (initials on pages 1 and 2, signature on page 3) to your Employee Benefits Consultant or email to ARTS@county.org no later than 3/31/2022 if your entity wishes to continue its participation in the program. If you have any questions, please contact your Employee Benefits Consultant at (800) 456-5974.



**ACA Reporting and Tracking Service (ARTS)
2022 Renewal Confirmation Program Agreement
HEBP Member: (Pooled Group or ASO)**

Program Services

The ARTS program includes the following services:

- *Measurement, Administrative, and Stability Period tracking for 2022 and notification of eligibility for part-time / variable / seasonal employees (can provide tracking back to beginning of Measurement Period if 2021 data was provided by county/district);*
- *Reporting for your county/district regarding the status of potential benefits-eligible employees;*
- *Production of your county/district's 1095C forms, shipped to you for distribution to employees (optional direct mail service for additional fee);*
- *Transmission of your county/district's 1094C and 1095C forms to the IRS.*

Program Requirements

- 1) Participants agree to provide employer, payroll, employee and unpaid leave of absence (LOA) files related to the group's Health Benefits Plan in the file format designated by TAC HEBP:
 - **Payroll data files must be provided for each payroll cycle, and should be submitted at least once per calendar month.**
 - **Employee data files must be provided, at a minimum, once per quarter.**
 - **LOA data files may be provided if and when applicable.**

NOTE: It is critical that you provide your files in the proper format and the correct naming convention. Failure to do so may result in our inability to provide this service to your county or district.

- 2) Group agrees to pay program fees as described in the 2022 ARTS Fee Schedule.

Enrollment and Data Submission Deadlines

- Please refer to the enclosed "2022 Deadlines for ARTS Files" document for details.
- Groups who wish to participate in the ARTS program must return the signed documents to TAC HEBP no later than March 31, 2022 in order to participate.
- Data file transmission to TAC HEBP must begin no later than August 8, 2022 to avoid late fees, however, **we recommend that you continue sending your files after each payroll or at least monthly** to avoid getting backlogged.



**ACA Reporting and Tracking Service (ARTS)
HEBP Member (Fully Insured or ASO)
2022 Fee Schedule for Renewing Participant**

1	<input checked="" type="checkbox"/>	ARTS Annual Subscription Fee	*\$4.75 / form	Waived
2	<input type="checkbox"/>	Optional Forms Distribution <i>(group chooses to have TAC mail employee forms)</i>	\$ 1.50 / form	If applicable, will be billed in 2023 after forms are produced
3	<input type="checkbox"/>	Late fee for service election form <i>(after 3/31/2022)</i>	\$1,500	
4	<input type="checkbox"/>	Late fee for data submission <i>(after 8/8/2022 and/or 1/09/2023)</i>	\$3,000	If applicable, will be billed in 2023 after forms are produced
Total Amount Due: <i>(if zero, enter 0.00)</i>				\$ _____

**Per 1095C form*

Fees subject to change annually

_____ Initials



Contracting Authority: Marion County (Group Name) hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that any notice to, or agreement by, a Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Group. Each Group reserves the right to change its Contracting Authority from time to time by giving written notice to HEBP.

Name: Leward Lafleur Title: Marion County Judge
Address: 102 West Austin Street, Room 205; Jefferson, TX 75657
Phone: 903-665-2472 Fax: 903-665-8732
Email: leward.lafleur@co.marion.tx.us

Primary Contact: Main contact for data file and reporting matters pertaining to the ARTS program.

Name: Terrie Neuville Title: Marion County Treasurer
Mailing Address: 102 West Austin Street, Room 101; Jefferson, TX 75657
Delivery Address (no PO Boxes): same as mailing
Phone: 903-665-2472 HIPAA Secured Fax#: _____
Email: terrie.neuville@co.marion.tx.us

Other Contact Emails for ARTS correspondence regarding data files, if any:

Signature of County Judge or Contracting Authority

Date

Print Name and Title

Judge Richard Anderson

P.O. Box 550
211 W. Austin Street
Marshall, Texas 75670
Phone: (903) 938-8373
Facsimile: (903) 938-3748

Memo

To: County Judge Leward J. LaFleur
From: Richard Anderson, General Counsel East Texas Housing Finance Corporation
Re: Tyler, Texas Liberty Arms Apartment Renovation
CC: East Texas Housing Finance Corporation Board of Directors
Date: February 21, 2022

Judge, as the General Counsel for the East Texas Housing Finance Corporation (the "Corporation") of which your County is a member, I wanted to advise you as to a multi-family housing project which is to take place in Tyler, Smith County, Texas. This will require approval of the Corporation's Board of Directors in order to finalize this transaction which has been authorized for an allocation of multi-family housing revenue bonds by the State of Texas Bond Review Board.

These transactions are largely developer-driven, and the developer has been working with Hilltop Securities, the Corporation's financial advisor, and Norton Rose Fulbright, the Corporation's Bond Counsel, to complete this transaction. We also have another proposed transaction scheduled to close this spring in Longview, Gregg County, Texas, also involving a substantial rehabilitation of a multi-family property. Both of these transactions will serve to improve the housing stock of the respective counties, and in turn, the region. Hopefully, developers will also look to our other counties for future transactions.

I am attaching correspondence to your designated Board members which will serve to set forth in more detail the proposed transaction. As a former County Judge, a principal concern that we always addressed is the fact that these obligations are payable solely by the developer with the rental proceeds from the apartment projects, and do not constitute a legal or moral obligation of either the State of Texas, or any city or county which is a member of the Corporation.

It will be necessary for you to execute a General Certificate for filing with the State of Texas, a copy of which is attached. We will need three (3) executed originals for filing with the State. Please execute these and return to

Richard M. Anderson
211 W. Austin Street
Marshall, Texas 75670

In addition, with the problem we have been experiencing with the mail, I am requesting that you have your assistant forward a copy to me electronically concurrently with your mailing. It is not necessary for you to call a meeting of the Commissioners' Court to authorized execution of the Certificate, although please feel free to do so if you have one scheduled shortly. **We would like to get these Certificates returned to me prior March 4, so please schedule accordingly.**

Should you have any questions, please do not hesitate to contact me or feel free to reach out to Bob Dransfield at Norton Rose Fulbright (214.855.8068; Robert.dransfield@nortonrosefulbright.com).

Thank you for your assistance in this matter.

GENERAL CERTIFICATE OF MARION COUNTY

We, the undersigned, the duly elected and acting County Judge and County Clerk, respectively, of Marion County, Texas (the "County"), do hereby make and execute this certificate for the benefit of all persons interested in the validity of the proceedings of the East Texas Housing Finance Corporation (the "Corporation") related to the issuance by the Corporation of its "East Texas Housing Finance Corporation Multifamily Housing Revenue Note (Liberty Arms) Series 2022" (the "Governmental Lender Note"). We certify the following:

1. The Corporation is a public nonprofit corporation duly created as a joint housing finance corporation by resolution adopted by the Commissioners Court of the County in accordance with the laws of the State of Texas, particularly the Texas Housing Finance Corporations Act, Local Government Code, Chapter 394, as amended (the "Act"). The Corporation's Articles of Incorporation were duly filed with the Secretary of State of the State of Texas, as evidenced by a Certificate of Incorporation issued by said office on October 20, 1981, and, such Articles of Incorporation, as amended, remain in full force and effect.

2. The County has approved all amendments to the Corporation's Articles of Incorporation and has not taken any action which would change the structure, organization, programs or activities of the Corporation or which would limit the effectiveness of the resolution adopted by the Corporation authorizing the issuance of the Governmental Lender Note, or which would otherwise affect the issuance of the Governmental Lender Note, nor has the County terminated the Corporation.

3. As of all dates on which the Corporation considered or took action with respect to the Governmental Lender Note, and at all times since, the following persons constituted the officers and members of the Board of Directors of the Corporation:

	Danny Buck Davidson	President	
	Anne S. Yappen	Secretary	
Richard Manley	Member	Ryan Cawthon	Member
Andy Vinson	Member	Joe McKnight	Member
Nathaniel Moran	Member	John Ross	Member
Dean Fowler	Member	Corey Bankhead	Member
Robert Johnston	Member	Patsy Marshall	Member
Kenneth Dickson	Member	Robert Sisk	Member
Robert Warren	Member	Joel Hale	Member
Pat Penn	Member	Brenda Johnson	Member
Bart Townsend	Member	C.D. Woodrome	Member
Steve Lindley	Member	Gary Smith	Member
Mike Lewis	Member	Virgil Holland Jr.	Member
Clay Allen	Member	Debra Holland	Member
Steve Moore	Member		

4. Other than the Corporation, the Commissioners Court of the County has not created a joint housing finance corporation in accordance with the Act, not is there a housing

finance corporation that has been created by the County under the Act which has the powers as provided in Section 394.012, Local Government Code, as amended.

5. No litigation is pending against the County, or, to the best of our knowledge, threatened against the County, to restrain or enjoin the issuance or delivery of the Governmental Lender Note or in any way contesting the right and power of the County, in connection with any action taken by it towards the issuance of the Governmental Lender Note.

The County hereby authorizes the Office of the Attorney General to date this certificate the date of delivery of its approving opinion, and agrees to notify the Office of the Attorney General of any changes with respect to this certificate that are made between the date of such opinion and the date of closing.

[Remainder of page intentionally left blank]

WITNESS OUR HANDS AND THE OFFICIAL SEAL OF THE COUNTY this

_____.

(COUNTY SEAL)

County Judge, Marion County, Texas

County Clerk, Marion County, Texas

MARION COUNTY GAME ROOM REGULATIONS

Adopted by Commissioners Court: May 11th, 2020

SECTION 1. GENERALLY

WHEREAS, the Legislature of the State of Texas has amended Chapter 234 of the Local Government Code effective September 1, 2019, authorizing all counties, including Marion County, to regulate Game Rooms; and,

WHEREAS, Marion County, Texas, desires to promote the public health, safety, and welfare and to reduce the adverse secondary effects of illicit game rooms in Marion County,

THEREFORE, THE MARION COUNTY COMMISSIONERS COURT FINDS:

1. Illicit game rooms, as a category of commercial uses, are associated with a wide variety of adverse secondary effects, including but not limited to, personal and property crimes, gambling offenses, weapon offenses, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, and litter.
2. Game Rooms should be separated from sensitive land uses to minimize the impact of their adverse secondary effects upon such uses, and should be separated from other Game Rooms, to minimize the adverse secondary effects associated with such uses and to prevent an unnecessary concentration of Game Rooms in one area.
3. Game Rooms should have restricted hours of operation due to the increase of personal crimes such as assaults, robberies, and other crimes against persons between the hours of midnight and 8 a.m.
4. Each of the foregoing adverse secondary effects constitutes a harm, which Marion County, Texas has a substantial government interest in preventing and abating. The substantial government interest in preventing adverse secondary effects, which is Marion County, Texas' rationale for the Regulations, exists independent of any comparative analysis between legal Game Rooms and illicit Game Rooms. Marion County's interests in regulating Game Rooms extends to preventing future adverse secondary effects of either current or future Game Rooms that may locate in Marion County, Texas.

1.1. Authority to Regulate.

- (a) The Regulations are promulgated pursuant to, and in conformity with, Chapter 234 of the Local Government Code, as amended, titled County Regulation of Businesses and Occupations. The commissioners' court of a county may regulate the operation of Game Rooms to promote the public health, safety, and welfare, according to Section 234.133 of the Local Government Code.

- (b) It is the purpose of the Marion County Commissioners Court to exercise its police power, as established under Chapter 234 of the Local Government Code, to establish reasonable and uniform regulation of Game Rooms to promote the public health, safety, and welfare and to prohibit business activities which merely serve as a front for criminal activities, including, but not limited to, gambling and tax evasion.
- (c) The Regulations do not legalize anything prohibited under the Texas Penal Code or any other law(s) or regulation(s).

1.2. Administration.

- (a) The Marion County Commissioners Court hereby designates any law enforcement agency to investigate for violations of the Regulations. Any Peace Officer that is certified by the State of Texas may enforce the Regulations.
- (b) Under Section 234.138 of the Local Government Code, a Person commits an offense if the Person intentionally or knowingly operates a Game Room in violation of a regulation adopted under Section 234.133. An offense under this Section is a Class A misdemeanor.
- (c) In accordance with Section 234.133 of the Local Government Code, the State of Texas has granted the Marion County Commissioners Court authority to promote public health, safety, and welfare.
- (d) Except as provided in Subsection 1.2(e) of the Regulations, the Marion County Commissioners Court designates the Marion County Sheriff or his designated Deputy as Game Room Permit Administrator for Marion County, Texas. The Marion County Sheriff shall supervise, control, and operate the Permit Office. The Marion County Sheriff shall investigate, deny, issue, attach conditions to, administratively suspend, and/or revoke Game Room Permits pursuant to the Regulations and any applicable state law(s).
- (e) The Marion County Commissioners Court allows incorporated cities or towns in Marion County, Texas that have executed inter-local agreements with Marion County, Texas to designate their own Game Room Permit Administrator. The Game Room Permit Administrator shall supervise, control, and operate the Permit Office. The Game Room Permit Administrator shall investigate, deny, issue, attach conditions to, administratively suspend, or revoke Game Room Permits pursuant to the Regulations and any applicable state law(s).

1.3. Areas Covered by the Regulations.

Pursuant to Section 234.133 of the Local Government Code, the Regulations apply to all areas of Marion County, Texas. This includes the incorporated and unincorporated areas of Marion County, Texas.

1.4. Definitions.

As used in the Regulations:

- (a) **"Game Room"** means a for-profit business located in a building or place that contains six (6) or more:
 - (1) Amusement Redemption Machines, or
 - (2) electronic, electromechanical, or mechanical contrivances that, for consideration, afford a player the opportunity to obtain a prize or thing of value, the award of which is determined solely or partially by chance, regardless of whether the contrivance is designed, made, or adopted solely for bona fide amusement purposes.
- (b) **"Amusement Redemption Machine"** means any electronic, electromechanical, or mechanical contrivance designed, made, and adopted for bona fide amusement purposes that rewards the player exclusively with non-cash merchandise, prizes, toys, or novelties, or a representation of value redeemable for those items, that have a wholesale value available from a single play of the game or device of not more than 10 times the amount charged to play the game or device once, or \$5, whichever amount is less.
- (c) **"Owner"** means a Person who:
 - (1) has an ownership interest in, or receives the profits from, a Game Room or an Amusement Redemption Machine located in a Game Room;
 - (2) is a partner, director, or officer of a business, company, or corporation that has an ownership interest in a Game Room or in an Amusement Redemption Machine located in a Game Room;
 - (3) is a shareholder that holds more than ten (10) percent of the outstanding shares of a business, company, or corporation that has an ownership interest in a Game Room or in an Amusement Redemption Machine located in a Game Room;
 - (4) has been issued by the Marion County Clerk an assumed name certificate for a business that owns a Game Room or an Amusement Redemption Machine located in a Game Room;
 - (5) signs a lease for a Game Room;
 - (6) opens an account for utilities for a Game Room;
 - (7) receives a certificate of occupancy or certificate of compliance for a Game Room;
 - (8) pays for advertising for a Game Room; or,
 - (9) signs an alarm permit for a Game Room.

- (d) *"Inter-local Agreement"* means a cooperative agreement between Marion County, Texas and an incorporated municipality.
- (e) To *"Operate a Game Room"* means to:
- (1) be an Owner or Operator of a Game Room as those terms are defined by Subsection 1.4(c) and 1.4(f) of the Regulations;
 - (2) perform security services for a Game Room, including but not limited to, screening Game Room customers, regulating entry of customers into a Game Room, monitoring Game Room customers, and locking and/or unlocking a Game Room's door(s) during business hours;
 - (3) fund the operation of a Game Room;
 - (4) have a financial interest in a Game Room;
 - (5) receive any profit from a Game Room;
 - (6) supply machines described in Subsection 1.4(a) (1)-(2) to a Game Room;
 - (7) own machines described in Subsection 1.4(a) (1)-(2) located in a Game Room;
 - (8) receive any profit from a machine described in Subsection 1.4(a) (1)-(2) located in a Game Room; or,
 - (9) have machines described in Subsection 1.4(a) (1)-(2) registered in your name with Marion County, Texas, the City of Jefferson, and/or the Texas Comptroller located in a Game Room.
- (f) *"Operator"* means an individual who:
- (1) operates a cash register, cash drawer, or other depository on the premises of a Game Room or of a business where money earned or the records of credit card transactions or other credit transactions generated in any manner by the operation of a Game Room or activities conducted in a Game Room are kept;
 - (2) displays, delivers, or provides to a customer of a Game Room; merchandise, goods, entertainment, or other services offered on the premises of a Game Room;
 - (3) takes orders from a customer of a Game Room for merchandise, goods, entertainment, or other services offered on the premises of a Game Room;
 - (4) acts as a door attendant to regulate entry of customers or other persons into a Game Room; or,

- (5) supervises or manages other persons at a Game Room in the performance of an activity listed in this Subsection.
- (g) "**Applicant**" means an individual, proprietorship, corporation, association, and/or other legal entity required to obtain a Game Room Permit and/or an individual, proprietorship, corporation, association, and/or other legal entity that has applied for a Game Room Permit.
- (h) "**Sheriff**" means the Sheriff of Marion County, Texas or the Sheriff's designated agent.
- (i) "**Game Room Permit Administrator**" means the Sheriff of Marion County, Texas, the Sheriff's designated agent, or the designated official for a cooperating municipality.
- (j) "**Peace Officer**" means an individual described in Article 2.12 of the Texas Code of Criminal Procedure.
- (k) "**Person**" means an Owner, Operator, individual, employee, independent contractor, agent, proprietorship, corporation, association, or other legal entity.
- (l) "**Public Building**" means a building used by Federal, State, or local government that is open to the general public.
- (m) "**Regulations**" and/or "**the Regulations**" means these Regulations of Marion County, Texas for the operation of Game Rooms and any and all Addendum(s) attached.
- (n) "**School**" means a facility, including all attached playgrounds, buildings, stadiums, and other appurtenances that are part of the facility, used for the primary purpose of instruction or education, including primary and secondary schools, colleges, and universities, both public and private.
- (o) "**Gambling Device**" means a device described in Article 47.01(4) (A) of the Texas Penal Code.
- (p) "**Notice**" is deemed effective on the date written notice to an Applicant, permit holder, or agent thereof is hand delivered or posted on the front exterior door of the Game Room, or upon receipt by certified mail.
- (q) "**County Employee**" means any individual authorized by Marion County, Texas to inspect a Game Room for compliance with the Regulations.

SECTION 2. GAME ROOM PERMITS

2.1. Application.

- (a) It shall be unlawful for a Person to Operate a Game Room, use a Game Room, or maintain a Game Room in Marion County, Texas that has not been issued a Game Room Permit pursuant to the Regulations. A Person who violates this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.

- (b) A complete application shall be filed with the Game Room Permit Administrator. The application shall be filed on the form provided by the Game Room Permit Administrator or on an accurate and legible copy of that form. A copy of the application can be obtained from the Marion County Sheriff's Office or from another source as determined by the Game Room Permit Administrator of a cooperating municipality.
 - (1) The Applicant shall apply in person. The Applicant shall be an Owner of the Game Room. The Game Room Permit Administrator shall establish the hours when an application can be submitted.
 - (2) The Game Room Permit Administrator shall provide the fee schedule on the Game Room Permit Office website with the application form. The fee shall not exceed the annual Game Room Permit fee limit of \$1,000 as established by the Marion County Commissioners Court. The application fee shall be attached to the application form.
 - (3) Incomplete applications shall not be accepted. Once a complete application has been submitted, the application process will begin.
 - (4) A receipt shall be hand delivered or sent by certified mail to the Applicant within fourteen (14) days of submission of a complete application and payment of the application fee to the Game Room Permit Administrator. A receipt showing payment of the application fee is not a Game Room Permit.
 - (5) Once a complete application has been received, the Game Room Permit Administrator will conduct up to three (3) inspections of the Applicant's proposed Game Room to ensure compliance with the Regulations. The Applicant must be present in person during these inspections. Furthermore, it shall be the responsibility of the Applicant to provide an interpreter if necessary during the inspection(s).
 - i. After the initial inspection, the Applicant will be informed in writing of what corrections must be made to the proposed Game Room in order to comply with the Regulations.
 - ii. A re-inspection will be performed and the Applicant will again be informed in writing of what corrections must be made to the proposed Game Room in order to comply with the Regulations.
 - iii. If after a third and final inspection, the Applicant's proposed Game Room

fails to comply with the Regulations, the Game Room Permit Administrator shall deny the application.

- iv. If the proposed Game Room passes inspection, the Game Room Permit Administrator shall approve the application.
- (6) The Applicant has sixty (60) days from the initial inspection to complete the inspection process. Failure to complete the inspection process within these sixty (60) days shall result in denial of the application. It is the duty of the Applicant to ensure that the process is completed in the requisite sixty (60) days.
 - (7) Failure to provide any information required by this Section, or a determination by the Game Room Permit Administrator that inaccurate, erroneous, and/or incomplete information has been submitted, the Game Room Permit application shall be denied.
- (c) In municipalities which have elected to adopt the Regulations, and where the Marion County Commissioners Court has approved an Interlocal Agreement between the municipality and Marion County, Texas, the municipality shall designate an entity to receive and process Game Room applications. The municipality shall adopt a common operating procedure with requirements and processes reasonably similar to those set out by the Regulations. The municipality shall provide the application along with a description of the application and inspection process on the municipality's website.
 - (d) Each application shall be accompanied by:
 - (1) a true and correct copy of the assumed name certificate filed in the office of the Marion County Clerk, bearing the file mark or stamp that evidences its filing, if the Game Room will be operating under an assumed name;
 - (2) a copy of the formative legal documents for the applicable legal entity(s) (e.g., the Articles of Incorporation);
 - (3) a non-refundable application fee of \$1,000 (the amount established by the Marion County Commissioners Court);
 - (4) a photocopy of the Applicant's driver's license or government-issued photo identification;
 - (5) proof as required by Subsection 3.14 that the proposed Game Room is exempt from the requirements set forth in Subsection 3.2 of the Regulations;
 - (6) proof as required by Subsection 3.14 that the proposed Game Room is exempt from the requirements set forth in Subsection 3.4 of the Regulations;
 - (7) proof as required by Subsection 3.14 that the proposed Game Room is exempt from the requirements set forth in Subsection 3.5 of the Regulations;

- (8) proof as required by Subsection 3.14 that the proposed Game Room is exempt from, or will be located in compliance with, the requirements set forth in Subsection 3.9 of the Regulations;
- (9) a copy of the current and valid lease agreement between the owner of the real property where the proposed Game Room is planning to operate from, and the Applicant, with the Applicant listed as an Owner of the Game Room, or proof that the Applicant owns the real property where the proposed Game Room is planning to operate from;
- (10) a complete and accurate list of all Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), proprietorship(s), corporation(s), association(s), or other legal entity(s) acting for, or acting on behalf of the Game Room along with a photocopy of the individual(s) driver's license or government-issued identification or incorporation papers as applicable;
- (11) a copy of the State of Texas coin-operated machine occupation tax record(s), the State of Texas coin-operated machine license or registration certificate(s), and the Marion County, Texas coin-operated machine occupation tax record(s) for each machine exhibited or displayed, or permitted to be exhibited or displayed, in the Game Room in a spread sheet format. Records shall include information detailing each machine found on the premises of the Game Room by identifying the machine by:
 - i. the name of the manufacturer;
 - ii. the serial number;
 - iii. the type of machine;
 - iv. the State of Texas Tax stamp including the year of expiration of each tax stamp required;
 - v. the Marion County Tax stamp including the year of expiration of each tax stamp required; and,
 - vi. the name of the individual(s), proprietorship(s), corporation(s), association(s), and/or other legal entity(s) that own, receive profits from, and has registered the machine in their name with Marion County, Texas and the Texas Comptroller along with a description of their ownership and financial interest in the machine.
- (12) the Game Room Applicant's Federal Employer Identification Number (EIN);
- (13) a certification that none of the Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room have been convicted of any level of any of the

offenses listed in Subsection 2.2(b) (1) of the Regulations; and,

- (14) a certification that all of the contents of the application, and the material presented above, are true and correct under the penalty of Perjury as defined by Section 37.02 of the Texas Penal Code. Additionally, any misrepresentation by the Applicant on his/her application is a third degree felony offense as defined by Section 37.10 of the Texas Penal Code.
- (e) A Game Room application shall be rejected upon failure to produce all documents required in Subsection 2.1(d), except for the exemptions listed in Subsection 2.1(d) (5)-(8). Failure to provide proof required by Subsection 2.1(d) (5)-(8) will result in denial of the specific exemption described in that particular Subsection.
- (f) A GAME ROOM SHALL NOT OPERATE DURING THE PENDENCY OF THE APPLICATION AND SHALL NOT OPERATE UNTIL THE GAME ROOM APPLICATION HAS BEEN APPROVED AND THE GAME ROOM PERMIT ISSUED.
- (g) A Game Room Permit, in accordance with the Regulations, is not transferable, assignable, or divisible, and it is a violation of the Regulations for any Person to attempt to do so. If ownership of a Game Room changes, the Game Room shall be deemed unpermitted and the new Owner(s) must reapply and must do so before the Game Room may operate.
 - (1) A Person commits a Class A misdemeanor if they intentionally or knowingly transfer, assign, or divide a Game Room Permit issued pursuant to the Regulations, or attempt to do so. Further, they shall be assessed a civil penalty not to exceed \$10,000 per violation. Each Game Room Permit transferred, assigned, or divided or attempted to transfer, assign, or divide is a separate violation.
- (h) An Applicant who submits an application under the Regulations must swear and affirm the truth of the contents therein under the penalty of Perjury as defined by Section 37.02 of the Texas Penal Code. Additionally, any misrepresentation on the application is a third degree felony offense as defined by Section 37.10 of the Texas Penal Code.

2.2. Grounds for Denial, Revocation, or Suspension of a Game Room Permit.

- (a) Any violation of any Section or Subsection of the Regulations, or failure to meet all requirements of any Section or Subsection of the Regulations, where applicable, shall be grounds for denial, revocation, or suspension of a Game Room Permit. If a Game Room's Permit has been denied, revoked, or suspended, the Game Room shall not operate during the pendency of any appeal to the hearing examiner from the denial, revocation, or suspension of a Game Room Permit.
- (b) **Denial of a Game Room Permit.** A Game Room Permit shall be denied upon a finding by the Game Room Permit Administrator of any of the following facts: ·

- (1) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room, has previously violated, or been convicted of, any level of offense for the following crimes:
 - i. gambling, gambling promotion, keeping a gambling place, communicating gambling information, possession of gambling devices or equipment, or possession of gambling paraphernalia, as described by Chapter 47 .of the Texas Penal Code;
 - ii. forgery, credit card abuse, or commercial bribery as described by Chapter 32 of the Texas Penal Code;
 - iii. any criminal offense described by Chapter 34 of the Texas Penal Code;
 - iv. criminal attempt, conspiracy, or solicitation to commit any of the foregoing offenses; or any other offense to the laws of another state or of the United States that, if committed in this State, would have been punishable as one or more of the aforementioned offenses; and,
 - A. less than two (2) years has elapsed since the date of the violation, or of the conviction, or of the date of release from confinement imposed by the conviction, whichever is the later date, if the violation or conviction was a misdemeanor offense; or,
 - B. less than five (5) years has elapsed since the date of the violation, or conviction, or the date of release from confinement imposed by the conviction, whichever is the later date, if the violation or conviction was a felony offense.
- (2) an Applicant makes a misleading statement in the application for a Game Room Permit, provides false, fraudulent, or untruthful information in the application for a Game Room Permit, and/or withholds pertinent information in the application for a Game Room Permit;
- (3) an Applicant is under eighteen (18) years of age;
- (4) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room, has had a Game Room Permit revoked within the one hundred and eighty (180) day period immediately preceding the date the application was filed;
- (5) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room, is delinquent in the payment to the county of taxes, fees, fines, or

- penalties assessed or imposed regarding the operation of a Game Room;
- (6) an application or renewal fee required by the Regulations has not been paid;
 - (7) an Applicant fails to complete the inspection process within the sixty (60) day period described in Subsection 2.1 of the Regulations;
 - (8) an offense described in Subsection 2.2(b) (1) or Subsection 3.12(b) of the Regulations was committed at the Game Room or another Game Room at the same location within one (1) year prior to the application; or,
 - (9) any violation of Section 2 or 3 of the Regulations.
- (c) If the Game Room Permit Administrator denies a Game Room Permit application, the Game Room Permit Administrator shall document the denial and provide Notice to the Applicant of the denial within twenty one (21) days from the date on which the denial was documented by the Game Room Permit Administrator. The denial letter shall provide the reason(s) for the action.
- (d) **Revocation or Suspension of a Game Room Permit.** The Game Room Permit Administrator shall have the authority and power to initiate a proceeding to revoke, or administratively suspend, a Game Room Permit if one (1) or more of the following events or conditions has occurred:
- (1) any violation of any of the offenses described in Subsection 2.2(b) (1), or Subsection 3.12(b), of the Regulations has occurred on the premises of the Game Room;
 - (2) the Applicant made a misleading statement in the application for the Game Room Permit, provided false, fraudulent, or untruthful information in the application for a Game Room Permit, and/or withheld pertinent information in the application for a Game Room Permit;
 - (3) the Game Room Permit should not have been issued pursuant to the Regulations;
 - (4) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room has violated any of the offenses described in Subsection 2.2(b) (1), or Subsection 3.12(b), of the Regulation; and/or,
 - (5) any violation(s) of Section 2 or 3 of the Regulations.
- (e) If any of the stated events or conditions providing a basis for revocation or suspension of a Game Room Permit under Subsection 2.2(d) has occurred, the Game Room Permit Administrator shall document the violation and provide Notice to the Applicant or permit holder of revocation or suspension within twenty one (21) days from the date on which the violation was documented by the Game Room Permit

Administrator. The revocation or suspension letter shall provide the reason(s) for the action. A revocation or suspension of a Game Room Permit by the Game Room Permit Administrator shall become final on the seventh (7th) day after Notice, except for situations outlined in Subsection 2.2(t) of the Regulations.

- (f) A revocation or suspension of a Game Room Permit by the Game Room Permit Administrator shall take immediate effect upon Notice by the Game Room Permit Administrator if:
 - (1) an Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of the Game Room violated any offense described in Subsection 2.2(b) (1) or Subsection 3.12(b) of the Regulations;
 - (2) a violation of any offense described in Subsection 2.2(b) (1) or Subsection 3.12(b) of the Regulations has occurred on the premises of the Game Room;
 - (3) there is a necessity for immediate action to protect the public from injury or imminent danger; or,
 - (4) a Game Room Permit was issued based on a misrepresentation in the application, and but for the misrepresentation, the Game Room Permit would not have been issued.

2.3. Game Room Permit Appeal Hearings.

- (a) If the Game Room Permit Administrator denies a Game Room Permit application, revokes a Game Room Permit, or administratively suspends a Game Room Permit, the Applicant or permit holder shall have the opportunity to make a written request for a hearing before a hearing examiner appointed by the Marion County Commissioners Court. The hearing examiner shall not have participated in any investigation of the alleged grounds for denial, revocation, or suspension.
- (b) All requests for hearings must be in writing and delivered to the Game Room Permit Administrator within fourteen (14) days upon Notice to the Applicant or permit holder. The Applicant or permit holder waives the right to a Game Room Permit appeal hearing if the request is not timely received by the Game Room Permit Administrator.
- (c) The Game Room Permit appeal hearing shall be held within twenty one (21) days from the receipt of request for a Game Room Permit appeal hearing by the Game Room Permit Administrator. The Applicant, permit holder, and Game Room Permit Administrator shall be provided an opportunity to present evidence, cross-examine witnesses, and be represented by legal counsel. The formal rules of evidence do not apply.
- (d) It shall be the responsibility of the Applicant or permit holder to provide a court

reporter and an interpreter if necessary for the Game Room Permit appeal hearing before the hearing examiner.

- (e) The Applicant or permit holder shall be present in person at the Game Room Permit appeal hearing. If the Applicant or permit holder is not present in person at the Game Room Permit appeal hearing, his or her Game Room Permit shall be automatically denied or revoked.
- (f) The hearing examiner has the power to uphold or reverse the denial, revocation, or suspension of the Game Room Permit. The hearing examiner shall issue a written order based on his or her determination within twenty-one (21) days from the date of the Game Room Permit appeal hearing.
- (g) If the hearing examiner determines, based upon the nature of the violations, that a suspension in lieu of revocation is appropriate, operation of the Game Room shall be suspended for a period not to exceed one hundred and eighty (180) days. The hearing examiner shall issue a written order suspending the Game Room Permit and attaching conditions, if applicable, and the suspension shall become effective on the date the hearing examiner issues his or her order.
- (h) Upon a finding by the hearing examiner that Subsection 2.2(d)(1), 2.2(d)(2), 2.2(d)(3), 2.2(d)(4), and/or 2.2(d)(5) of the Regulations has been violated, revocation of the Game Room Permit shall be mandatory.
- (i) The decision of the hearing examiner shall be final. On final decision by the hearing examiner, the losing party may appeal the decision by filing a petition in a district court in the county with jurisdiction within thirty (30) days after the date of the decision by the hearing examiner. Appeals to the district court shall be governed by the substantial evidence rule defined by Section 2001.174 of the Government Code.

2.4. Game Room Operation During the Pendency of an Appeal to District Court.

- (a) If the Applicant's or permit holder's appeal to the hearing examiner for revocation, or suspension is unsuccessful, the Game Room shall not operate during the pendency of an appeal to the district court.
- (b) If the Applicant's or permit holder's appeal to the hearing examiner for denial, revocation, or suspension is successful, the Game Room may resume operation and may operate during the pendency of an appeal to the district court.
- (c) No Game Room may operate pending an appeal for denial of a Game Room Permit to the district court.

2.5. Reapplication.

- (a) After the hearing examiner's final ruling of permit denial or revocation, an Applicant may reapply for a Game Room Permit after the expiration of one hundred and eighty

(180) days from the date of his or her ruling.

- (b) This application will be considered a new application in regard to the application timelines and fee established in Subsection 2.1 and for the distance requirements set forth in Subsection 3.9.

2.6. Permit Renewal; Permit Fee-Levied; Amount; Payment.

- (a) A Game Room Permit may be renewed for the following year starting sixty (60) days before expiration of the current permit by filing a complete application for a Game Room Permit with the Game Room Permit Administrator and paying the applicable fee set forth in the Regulations. A renewal application shall be subject to the same requirements in the Regulations as are required for a Game Room Permit application. As long as the completed renewal application was submitted within this sixty (60) day period, the previous permit will remain in effect until the Game Room Permit Administrator makes a determination in accordance with the Regulations as to whether the Game Room Permit will be renewed.
- (b) An Applicant shall pay a non-refundable Game Room Permit fee of \$1,000 as established by Marion County Commissioners Court. The Game Room Permit fee shall be paid in person to the Game Room Permit Administrator upon application renewal. A receipt of payment and of renewal application submission shall be hand delivered or sent by certified mail to the Applicant within fourteen (14) days of the receipt of the non-refundable fee.

2.7. Contents of a Game Room Permit.

When the application process is complete and the proposed Game Room has met all the requirements set forth in the Regulation, the Game Room Permit Administrator shall give the Applicant a signed certificate. The certificate constitutes a Game Room Permit to operate the proposed Game Room for one (1) year from the date the Game Room Permit is issued. The Game Room Permit shall list the identity of the issuing Game Room Permit Administrator. The Game Room Permit shall list the date of issue and the date of expiration. The Game Room Permit shall list the name of the permit holder, name of the Game Room, and the physical address of the Game Room. If the permit holder is a corporation or legal entity, the Game Room Permit shall list the individual(s) asserting control over the legal entity. The Game Room Permit shall list any and all exemptions to the requirements of Section 3 of the Regulations for which the permit holder has qualified for. The Game Room Permit Administrator shall keep a signed copy of the Game Room Permit for the Administrator's records.

2.8. Penalty for Operating a Game Room without a Game Room Permit.

- (a) A Person who Operates a Game Room without first paying the fee and securing a Game Room Permit pursuant to the Regulations, or who Operates a Game Room after the Game Room Permit has been revoked or suspended, shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.

- (b) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (c) A violation of Section 2 of the Regulations is grounds for denial, revocation, or suspension of a Game Room Permit.

2.9. Effect.

Each Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of a Game Room must meet and comply with all requirements of all applicable law(s). The issuance of a Game Room Permit pursuant to the Regulations shall not excuse any Applicant, Owner(s), Operator(s), employee(s), independent contractor(s), agent(s), and any other individual(s), acting for, or acting on behalf of a Game Room, or any patrons of such premises from compliance with such law(s) or regulation(s).

SECTION 3. GAME ROOMS

3.1. Inspection by a Peace Officer.

- (a) **Inspection.** Peace Officers, and/or designated County Employees are authorized to inspect any business in Marion County, Texas for violations of the Regulations. The Regulations do not authorize a right of entry prohibited by law. Peace Officers, and/or designated County Employees may enter a business with consent, with a warrant, or under exigent circumstances. A Game Room Permit issued pursuant to the Regulations gives Peace Officers, and/or designated County Employees implied consent to enter and to inspect any Game Room for violations of the Regulations.
- (b) **Unpermitted Game Rooms.** An unpermitted business that holds itself out as a Game Room by sign, advertisement, word-of-mouth, by offering memberships, and/or by offering for play or displaying six (6) or more machines described in Subsection 1.4(a) (1)- (2), is subject to inspection by any Peace Officer, and/or designated County Employee and is a Game Room under the Regulations.
 - (1) Refusal to allow any Peace Officer, and/or designated County Employee entry to inspect such unpermitted Game Room may be considered in establishing probable cause for the issuance of a search warrant to inspect for violations of the Regulations.
 - (2) An unpermitted Game Room is subject to the Regulations and will be held liable for all civil and criminal penalties listed herein.
- (c) **Compliance Inspection.** Any Peace Officer, and/or designated County Employee may inspect a permitted Game Room located within their jurisdiction to determine whether or not the Game Room is in compliance with the Regulations.

- (d) **Consent to Entry.** A Person who does not allow a Peace Officer, and/or designated County Employee to inspect a Game Room commits an offense. If a Person Operates a Game Room in violation of this Subsection, they shall be assessed a civil penalty not to exceed \$10,000 per violation. Each Peace Officer, and/or designated County Employee denied entry will be considered a separate violation.
- (e) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.2. Game Room Sign Required.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall have each outside door marked with a sign that:
 - (1) reads "GAME ROOM" in four (4) inch or larger block lettering; and,
 - (2) is legible and visible at all times from a distance of twenty five (25) feet from the outside door.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each outside door not marked is considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) A Game Room that has been issued an exemption pursuant to Subsection 3.14 of the Regulations is exempt from the Game Room sign requirements.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.3. Fire and Life Safety.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall provide doors that are readily accessible without the use of a key, special knowledge, or effort during business hours or any other hours of operation.
- (c) A Game Room shall comply with all construction and fire codes, and shall pay any court- approved fee(s) associated with a fire and life safety inspection, plan review,

occupancy load calculation, or complaint.

- (d) All construction and fire code regulations will be strictly enforced and Game Rooms shall provide any Peace Officer, and/or designated County Employee with immediate access to the premises at all times.
- (e) A Game Room shall not use electronic locks to prevent entry during business hours.
- (f) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (g) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (h) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.4. Transparent and Uncovered Windows and Doors Required.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall provide at least one (1) window in the front of the building and at least one (1) other window on one (1) other side meeting the criteria set forth in Subsection (c), allowing a clear and unobstructed view of all machines described in Subsection 1.4(a) (1)-(2) located in the Game Room.
- (c) It shall be unlawful for a Person to exhibit or display, or to permit to be exhibited or displayed, any machine described in Subsection 1.4(a) (1)-(2) in a Game Room unless the required transparent walls or windows of the Game Room:
 - (1) are located on at least two (2) sides of the Game Room, and each machine described in Subsection 1.4(a) (1)-(2) located therein is visible through such walls or windows; and,
 - (2) at the lowest point are not more than four (4) feet above the adjacent sidewalk or ground level; and,
 - (3) at the highest point are at least eight (8) feet higher than the adjacent sidewalk or ground level; and,
 - (4) are at least four (4) feet wide.
- (d) A Game Room shall provide transparent uncovered glass in each exterior Game Room window or door.
- (e) It shall be unlawful for a Person to cover or tint a Game Room window or door, or

otherwise block a window or door so as to obscure the view of any machine described in Subsection 1.4(a) (1)-(2) located in a Game Room, or the interior of the location from a sidewalk through a Game Room window or door.

- (f) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (g) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (h) A Game Room that has been issued an exemption pursuant to Subsection 3.14 of the Regulations is exempt from the Game Room windows requirements.
- (i) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.5. Hours of Operation.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall operate only between the hours of 8 a.m. and 12 a.m. (midnight) Monday-Saturday. All Game Rooms shall be closed on Sunday between the hours of 12:00 a.m. and 11:59 p.m.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each hour of the day that a Game Room is operating during prohibited hours in violation of the Regulations is a separate violation.
- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) A Game Room that has been issued an exemption pursuant to Subsection 3.14 of the Regulations is exempt from the Game Room hours of operation requirements.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.6. Display of a Game Room Permit.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall post or display the current original Game Room Permit in plain sight in a common area accessible to the public without having to enter into a controlled area of the business.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a

civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.

- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.7. Recordkeeping.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall maintain onsite, and produce to any Peace Officer, and/or designated County Employee for inspection:
 - (1) a record for each employee that contains the name, address, date of birth, job function, W-2 or W-4 form, a copy of application for work with the Game Room, a copy of the I-9 filed as part of Employment Eligibility Verification for the Department of Homeland Security, and a photograph of the employee;
 - (2) a daily register that contains the name, date of birth, and job function of each employee and/or independent contractor present at the establishment that day. Every Owner, Operator, employee, independent contractor, agent, and/or any other individual acting for or acting on behalf of the Game Room is required to sign the daily register with the information required above immediately upon entering the Game Room; and,
 - (3) a copy of the Marion County and State of Texas tax record forms detailing each machine found on the premises of the Game Room by identifying the machine by name of manufacturer, serial number, type of machine, the serial number of the State of Texas Tax stamp to include the year of expiration of each tax stamp required, the Marion County Tax Stamp to include the year of expiration of each tax stamp required, and the name of the individual(s), proprietorship(s), corporation(s), association(s), or other legal entity(s) that owns, receive profits from, and has registered the machine in their name with the Texas Comptroller with a brief description of their ownership and financial interest in the machine in a spread sheet format.
- (c) A Game Room shall preserve the daily register required by Subsection (b)(2) for ninety (90) days after the date the register was made. The register must be maintained at the Game Room, it must be accessible by any Person on duty at the Game Room, and must be made available to any Peace Officer, and/or designated County Employee upon request.
- (d) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each record required under this

Subsection that is missing and/or is deficient is considered a separate violation. Each day the record is missing and/or is deficient is considered a separate violation.

- (e) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.8. Prohibited Employment.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) It shall be unlawful for any Owner, Operator, employee, independent contractor, agent, and/or any other individual acting for, or acting on behalf of a Game Room to have been previously convicted of, entered a plea of nolo contendere or guilty, or received deferred adjudication for any offense set forth in Subsection 2.2(b)(1).
- (c) It is the responsibility of any Owner or Operator to conduct a criminal background check on every Owner, Operator, employee, independent contractor, and/or any other individual acting for, or acting on behalf of a Game Room.
- (d) Failure to comply with any of the requirements of this Subsection shall result in a violation and be punishable by a civil penalty assessed against any Owner or Operator not to exceed \$10,000 per violation. Every prohibited Owner, Operator, employee, independent contractor, and/or any other individual acting for, or acting on behalf of a Game Room that was convicted of, entered a plea of nolo contendere or guilty, or received deferred adjudication for any offense set forth in Subsection 2.2(b)(1) and/or not subjected to a criminal background check is considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (e) An Owner or Operator commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (f) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.9. Distance Restrictions.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room in operation shall not be located:
 - (1) within 1,500 feet from any existing or planned school, regular place of religious worship, and/or residential neighborhood. "Planned" means that steps have been taken toward the facility's or structure's development including but not

limited to a permit received, a plat approved, design work started, a bond received, or an order approved by a governmental entity's governing body; or,

- (2) within a distance of 2,000 feet from where two (2) or more other Game Rooms are located.
- (c) For the purposes of this Subsection, measurements shall be made in a straight line from the nearest portion of the building or appurtenances used by the Game Room to the nearest portion of the building or appurtenances that are used for the purposes identified in Subsection (b) above.
- (d) Game Rooms are exempt from the distancing restrictions upon proof that the Applicant continuously owned and operated the Game Room at the same location and under the same name prior to the date these regulations were adopted. If the Game Room changes its name, its Owner, and/or adds another Owner after this date, or if the Game Room Permit was suspended or revoked, or if the Game Room Permit was denied renewal, or if the Game Room Permit is allowed to lapse, then the Game Room will be considered a new Game Room and not exempt from the distance requirements outlined in this Subsection.
- (e) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (f) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (g) The following Game Rooms are exempt from the distancing requirements set forth in this Subsection:
 - (1) Game Rooms that meet the requirements of Subsection 3.14(c) below; and,
 - (2) Game Rooms that meet the requirements of Subsection 3.9(d) above.
- (h) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.10. Game Room Memberships.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) Game Room memberships are prohibited for any purpose.
- (c) A Game Room shall not restrict entry to a Game Room and/or prohibit the participation in any activity inside a Game Room by a patron through the requirement of a Game Room membership.
- (d) Game Rooms shall not issue membership cards to any individual for any purpose.

- (e) Game Rooms shall not have, make use of, employ, and/or require check-in procedures of any kind prior to entering or before exiting a Game Room other than specifically set out in the Regulations herein.
- (f) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each person denied entry is considered a separate violation. Each membership card issued is considered a separate violation. Each individual subjected to any check in procedure prior to entering or before exiting a Game Room is considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.
- (g) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (h) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.11. Machines Located in a Game Room.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) A Game Room shall obtain an occupation tax permit from Marion County and the State of Texas Tax Assessor-Collector for each Machine, monitor, individual viewing position or separate station described in Subsection 1.4(a) (1)-(2) located in the Game Room and affix the tax permit to the appropriate Machine described in Subsection 1.4(a) (1)-(2).
 - (1) The annual fee to be paid to the Marion County Tax Assessor-Collector will be twenty five (25) percent of the State's annual fee per machine.
 - (2) All Machine tax permit applications are required to indicate the location on the application where the Machines described in Subsection 1.4(a) (1)-(2) are physically located.
 - (3) Whenever a machine described in Subsection 1.4(a) (1)-(2) is found not to be in compliance as to tax permits, it shall be locked by the Tax Assessor-Collector's Office or any Peace Officer and cannot be used until the Owner purchases a tax permit for the machine at a cost of \$100, regardless of which quarter of the year the unlock fee is paid, and then pays an "unlock fee" of \$5 per machine.
 - (4) A Game Room shall allow a Peace Officer, and/or designated County Employee entry to the Game Room to inspect for violations of the Subsection.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each machine described in

Subsection 1.4(a) (1)-(2) located in the Game Room that is not registered with a valid current year video tax stamp decal from Marion County and the State of Texas prominently displayed on each machine will be considered a separate violation. Each day a violation occurs or continues to occur is considered a separate violation.

- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.12. Illegal Machines.

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) It shall be unlawful for a Game Room to keep, exhibit, operate, display, or maintain any gambling device that is prohibited by the Constitution of this state or Chapter 47 of the Texas Penal Code, GAMBLING.
- (c) Additionally, a civil penalty not to exceed \$10,000 shall be placed on a Person who Operates a Game Room for any machine described in Subsection 1.4(a) (1)-(2) located in the Game Room that is being used and/or has been used for illegal gambling.
- (d) If a law enforcement agency determines through an investigation(s) that a Game Room was in operation violating Chapter 47 of the Texas Penal Code, then every machine described in Subsection 1.4(a) (1)-(2) located in the Game Room shall be considered in violation of this Subsection. A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation. Each day a violation occurs or continues to occur is considered a separate violation
- (e) Any violation of this Subsection is grounds for mandatory denial and/or mandatory revocation of a Game Room Permit.
- (f) An individual's compliance with the Regulations, including Operating a Game Room under a permit issued pursuant to the Regulations, is not a defense to prosecution for an offense under Chapter 47 of the Texas Penal Code.

3.13. Age Restriction

- (a) It shall be the duty of any Owner or Operator to ensure compliance with this Subsection.
- (b) It shall be unlawful for any Game Room to allow any person under the age of 18 to play any Amusement Redemption Machine.
- (c) A Person who Operates a Game Room in violation of this Subsection shall be assessed a civil penalty not to exceed \$10,000 per violation.

- (d) A Person commits a Class A misdemeanor offense if they intentionally or knowingly Operate a Game Room in violation of this Subsection.
- (e) Any violation of this Subsection is grounds for denial, revocation, or suspension of a Game Room Permit.

3.14. Requirements to Qualify for Food and Beverage Sales or Charitable Bingo Exemptions.

A Game Room permit holder may apply for multiple exemptions.

- (a) Any exemption granted must be clearly stated on the Game Room permit.
- (b) Charitable Bingo Exemption. An Applicant is qualified for a charitable bingo exemption if the Applicant can show a valid and current Texas Lottery Commission Charitable Bingo License as described in Chapter 2001 of the Texas Occupations Code Chapter. An original certificate or copy of this license presented with the complete Game Room permit application at the time of application or permit renewal is sufficient to make this showing.
- (c) Food and Beverage Sales Exemption. An Applicant is qualified for a Food and Beverage Sales exemption if the Applicant meets all requirements of Subsections (1)-(7) below:
 - (1) The following words and terms, when used in this Subsection, shall have the following meaning unless the context clearly indicates otherwise:
 - i. Food or Beverage Service - cooking or assembling food on premises, primarily for on premises consumption. Commercially pre-packaged items which require no heating, cooking, or assembly and which may be purchased off-premises do not constitute food or beverage service under this section;
 - ii. Entree - main dish of a meal;
 - iii. Multiple Entrees - no fewer than eight different entrees per meal period must be available to customers; and,
 - iv. Food Service Facilities - a portion of the licensed premises where food is stored and prepared primarily for on premises consumption.
 - (2) An Applicant is qualified for a Food and Beverage Sales exemption if the following conditions are satisfied:
 - i. with respect to the operation of a Game Room, the Applicant's primary business on the premises is Food or Beverage Service;

- ii. multiple entrees are available to customers;
 - iii. Food Service Facilities are maintained on the premises;
 - iv. the hours of operation for sale and Food or Beverage Service are the same as the hours of operation of the Game Room; and,
 - v. at least 51 percent of the Game Room's total net income is derived from the sale of food or beverages.
- (3) An Applicant for a Food and Beverage Sale Exemption shall submit a sworn statement attesting that Food or Beverage Service is maintained on the premises and is the primary business on the premises. The Applicant shall furnish the following:
- i. the menu or, if no menu is available, a listing of the food and beverage items;
 - ii. hours of operation of Food or Beverage Service;
 - iii. sales data or, if not available, projection of sales. The projection or data should include sufficient breakdown of revenues of food, alcoholic beverages, and Game Room operation proceeds;
 - iv. listing of equipment used in preparation and Food or Beverage Service versus the equipment used in operation of a Game Room;
 - v. copies of floorplans of the licensed premises indicating areas devoted primarily to the preparation and Food and Beverage Service and those devoted primarily to operation of a Game Room;
 - vi. if alcoholic beverages are served, the TABC license or permit as applicable with the TABC food and beverage certificate as applicable; and,
 - vii. the Food Service permit from the appropriate entity.
- (4) Applicants for renewal of Food and Beverage Sales Exemptions shall resubmit the information required in Subsection 3.14(c) (3) (a)-(g) above.
- (5) Failure to meet all requirements of this Subsection or accurately maintain required records is grounds for denial or revocation of a Food and Beverage Sales Exemption.
- (6) In verifying that the exemption holder is maintaining Food or Beverage Service as the primary business on the premises, the Game Room Permit Administrator may examine all books, papers, records, documents, supplies, and equipment of the exemption holder.

- (7) Recordkeeping requirements for holders of food and beverage sales exemptions include:
- i. each holder of a food and beverage sales exemption shall maintain records to reflect separate totals for beverage sales, food sales, and other major sales categories at the location, including proceeds from machines described in Subsection 1.4(a) (1)-(2) located in the Game Room. Purchase invoices must be maintained to reflect the total purchases of beverages, food, and other major purchase categories;
 - ii. complimentary food and beverages, including alcoholic beverages, shall not be calculated in determining whether the premises meets the 51 percent or more food or beverage sales threshold;
 - iii. all records are required to be maintained for four years and made available to authorized representatives of the Game Room Permit Administrator upon reasonable request; and,
 - iv. in examining the food or beverage sales, the Game Room Permit Administrator may compute and determine the percentage of food and beverage sales upon the basis of information filed with the Game Room Permit Administrator or held by the permit holder, but if such information is insufficient, the computation and determination of the percentage of sales may be based upon any records or information which is available.

3.15. Owners of an Illegal Game Room.

It is not a defense to prosecution under this Section if an individual does not have the DBAs in his/her name and/or does not lease the property in his/her name.

3.16. Injunction; Civil Penalty; Fees.

- (a) **Injunction.** Pursuant to Section 234.137 of the Local Government Code, Marion County, Texas is authorized to sue in district court for an injunction to prohibit the violation or threatened violation of the Regulations.
- (1) **Parties Subject to Injunction.** Marion County, Texas may sue in district court for an injunction to prohibit the violation or threatened violation of the Regulations against any Owner, Operator, or other person or entity who maintains, owns, uses, is a party to the use, or who owns the real property where the violation or threatened violation of the Regulations is occurring and/or has occurred.
 - (2) **Notice.** As a prerequisite to filing a suit seeking injunctive relief under Subsection 3.16(a), Marion County, Texas shall give written Notice to the party from which relief is sought at least thirty (30) days before filing suit. This written Notice will advise the party from which relief is sought of the violation or threatened violation occurring on the premises.

- (3) **Abatement.** A person or entity against whom a suit is pending who does not receive written Notice, as outlined in Subsection 3.16(a) (2), may file a plea in abatement not later than the thirtieth (30th) day after the date the person or entity files an original answer in the court in which the suit is pending. The court shall abate the suit if the court, after a hearing, finds that the person or entity is entitled to an abatement because Notice was not provided as required by Subsection 3.16(a) (2). The court shall abate the suit no longer than thirty (30) days.
- (b) **Civil Penalty.** Pursuant to Section 234.137 of the Local Government Code, a person who violates a Section or Subsection of the Regulations is liable to Marion County, Texas for a civil penalty of not more than \$10,000 for each violation. Each day a violation continues is considered a separate violation for purposes of assessing a civil penalty. Marion County, Texas may bring suit in district court to recover a civil penalty.
- (c) **Fees.** Pursuant to Section 234.137 of the Local Government Code, Marion County, Texas is entitled to recover reasonable expenses incurred in obtaining injunctive relief, civil penalties, or both including reasonable attorney's fees, court costs, and investigatory costs.

SECTION 4. CUMULATIVE EFFECT OF REGULATIONS; SEVERABILITY

4.1. Cumulative Effect.

Authority under the Regulations is cumulative of other authority that Marion County, Texas and its incorporated municipalities have to regulate Game Rooms and does not limit that authority.

4.2. Severability Clause.

If a Section or Subsection of the Regulations, or certain applications of a Section or Subsection, is found unconstitutional, the remaining Sections or Subsections, or applications of those Sections or Subsections, will continue in force as law.

ADDENDUM TO MARION COUNTY GAME ROOM
REGULATIONS REGARDING SURVEILLANCE CAMERAS

1. CAMERAS: All cameras required under this addendum require, as a minimum, HD 1080P and the ability to maintain footage for 90 days. All such cameras shall be operational for the game room to open.
2. Cameras shall be required at every entrance and exit including views of the interior and exterior of the game room and the parking lot.
3. All customers will be required to post their ID upon entrance to the game room on the entrance camera before entering or have their ID recorded on camera visually when entering.
4. The game room is required to maintain files of IDs for all patrons which files shall be provided at the request of law enforcement.
5. Time for compliance with this addendum for game rooms already in operation in Marion County is sixty days from the date the Marion County Game Room Regulations are approved.