

102 West Austin Street, Suite 205
Jefferson, Texas 75657



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

Hon. Leward J. LaFleur

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer


Marion County Judge


Commissioner Jacob Pattison
Commissioner Gered R. Lee

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 30th January, 2023 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 - January 6, 2023**
 - b. **Court to examine all accounts and reports relating to finances of County**
 - c. **Court to audit and settle all accounts against County and direct their payment**
 - d. **Consider approval of bond: Jennifer Bedford, Deputy County Clerk**
 - e. **County Auditor to make financial report**
2. **Enter into minutes CEU hours for Susan Anderson, Marion County District Clerk.**
3. **Enter into minutes 2022 Continuing Education transcript for Karen G. Jones, Tax Assessor-Collector.**
4. **Scott Stebbins to present to the court a Proclamation commending the Marion County Commissioners Court.**
5. **Kevin Thompson to address the court regarding reducing the speed limit on Liberty Road in Marion County.**
6. **Consider for approval Marion County Sheriff to present racial profiling report.**
7. **Consider for approval Marion County Constable Pct. 2 Full Exemption Racial Profiling Report.**
8. **Consider for approval Investment Policy, Strategy and Resolution for 2023.**
9. **Consider for approval i3 Public Sector Master Agreement for Net Data Applications including Application Hosting, i-Ticket and GHS Collections authorizing County Judge to sign agreement, ordering document and Inter-local Agreement for backup storage sites.**
10. **Consider for approval authorization of County Auditor to issue Bid Request #2023-01 for Modernization of Annex & Jail Elevators with ARPA Revenue Loss Federal Funds.**
11. **Consider for approval Memorandum of Understanding with Harleton WSC for Texas Community Development Block Grant 2023/2024 Grant Fund, authorizing County Judge to sign.**

12. Consider for approval additional end of year transfers/amendments for FY2022 as presented by Auditor.
13. Consider for approval submission of certification of sufficient qualified signatures on petition for Local Option Election to legalize “the legal sale of all alcoholic beverages including mixed beverages” in Justice of the Peace Precinct No. 1.
14. Consider for approval order to accept petition with sufficient qualified signatures for Local Option Election to legalize “the legal sale of all alcoholic beverages including mixed beverages” in Justice of the Peace Precinct No. 1.
15. Order Local Option Election to legalize “the legal sale of all alcoholic beverages including mixed beverages” in Justice of the Peace Precinct No. 1 to be held on the uniform election date of Saturday, May 6, 2023.
16. Consider for approval joint election contract for May 6, 2023.
17. Consider for approval renewal participating in the Affordable Care Act Reporting and Tracking Service (ARTS) for 2023, authorizing County Judge to sign.
18. Consider for approval acceptance of GLO Contract No 22-130-023-D898 for \$75,000 CDBG Local Hazard Mitigation Planning Program authorizing County Judge to sign.
19. Update on Marion County Jail Project.
20. Court to enter into Executive Session pursuant to Government Code Section 551.076 (Deliberation regarding security devices or security audit).


Leward J. LaFleur
County Judge
Marion County, Texas

FILED FOR RECORD
23 JAN 26 PM 1:00
KIMBERLY WISE
CO. CLERK, MARION CO.
BY  DEPUTY

SUSAN ANDERSON
DISTRICT CLERK, MARION COUNTY
P. O. BOX 628
JEFFERSON, TEXAS 75657

903/665-2441

903/665-2102 (FAX)

January 6, 2023

Sandra Wright
Administrative Assistant,
Marion County Judge &
Marion County Commissioners

RE: Continuing Education Hours for 2022

Please place on the January 30th Commissioners Court Agenda:

Enter into minutes CEU hours for Susan Anderson, Marion County District Clerk.

Thanks!



Susan Anderson
Marion County District Clerk



COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

Susan Anderson
Marion County, District Clerk

*For completing the required 20 Hours of Continuing Education for 2022 as
prescribed in Section 51.605 of the Texas Government Code.*

In Witness therefore, recognition is hereby made this January 2023.

Patti L. Henry, President

Julie Smith, Vice President



Tax Assessor-Collector Association
Professional County Assessor-Collector
Maintenance Transcript

Reporting Period: 1/1/2022 - 12/31/2022

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

ID: 226351
Phone: (903) 665-3281
Fax: (903) 665-8732
Enrolled Date: 01/01/2017

In order to retain this designation, the TACA Active member must earn 20 Continuing Education Hours annually. A maximum of 10 hours may be carried forward if you earn more than the required 20.

Date	Description	Earned Hours
01/01/2022	Excess hours carried from 2021	10.00
04/13/2022	Longview Regional Meeting	5.00
06/16/2022	Ethics for County Tax Assessor-Collectors (taken at TACA Conference)	0.00
06/16/2022	88th Annual Tax Assessor-Collectors Association Conference	13.25
08/03/2022	40th Annual Election Law Seminar for County Election Officials	21.00
Total Hours for Year:		49.25

You have met your education requirements for the period 01/01/2022 - 12/31/2022.

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

Racial Profiling Report | Full

Agency Name: MARION CO. SHERIFF'S OFFICE

Reporting Date: 01/12/2023

TCOLE Agency Number: 315100

Chief Administrator: DAVID O. CAPPS

Agency Contact Information:

Phone: (903) 665-7201

Email: david.capps@co.marion.tx.us

Mailing Address:

P. O. BOX 547

JEFFERSON, TX 75657-0547

This Agency filed a full report

MARION CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the MARION CO. SHERIFF'S OFFICE from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the MARION CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the MARION CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the MARION CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the MARION CO. SHERIFF'S OFFICE policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The MARION CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: DAVID O. CAPPS
Sheriff

Date: 01/12/2023

Total stops: 313

Street address or approximate location of the stop

City street	5
US highway	34
County road	62
State highway	191
Private property or other	21

Was race or ethnicity known prior to stop?

Yes	4
No	309

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	47
White	241
Hispanic / Latino	24

Gender

Female 86

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	12
White	74
Hispanic / Latino	0

Male 227

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	35
White	167
Hispanic / Latino	24

Reason for stop?

Violation of law 104

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	18
White	74

Hispanic / Latino	12
Preexisting knowledge	12
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	10
Hispanic / Latino	1
Moving traffic violation	144
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	23
White	112
Hispanic / Latino	8
Vehicle traffic violation	53
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	45
Hispanic / Latino	3
Was a search conducted?	
Yes	28
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	23
Hispanic / Latino	4
No	285
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	47
White	218
Hispanic / Latino	20
Reason for Search?	
Consent	8
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	6

Hispanic / Latino	2		
Contraband	6		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	6		
Hispanic / Latino	0		
Probable	9		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	0		
White	6		
Hispanic / Latino	2		
Inventory	1		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	1		
Hispanic / Latino	0		
Incident to arrest	4		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	4		
Hispanic / Latino	0		
Was Contraband discovered?			
Yes	17	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	1	Yes 1	No 0
Black	0	Yes 0	No 0
White	15	Yes 1	No 14
Hispanic / Latino	1	Yes 0	No 1
No	11		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	8		
Hispanic / Latino	3		

Description of contraband

Drugs	10
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	8
Hispanic / Latino	1
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	7
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	1

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Written warning	137
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	20
White	111
Hispanic / Latino	6
Citation	167
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	26
White	124
Hispanic / Latino	17
Written warning and arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Citation and arrest	4
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	2
Hispanic / Latino	0
Arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Arrest based on	
Violation of Penal Code	4
Alaska Native / American Indian	0
Asian / Pacific Islander	1

Black	1
White	1
Hispanic / Latino	1
Violation of Traffic Law	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	313
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	47
White	241
Hispanic / Latino	24

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Report | Exempt

Agency Name: MARION CO. CONST. PCT. 2
Reporting Date: 01/11/2023
TCOLE Agency Number: 315102

Chief Administrator: STUART J. GREER

Agency Contact Information:
Phone: (903) 278-5200
Email: jeff.greer@co.marion.tx.us

Mailing Address:
PO Box 232
JEFFERSON, TX 75657

FULL EXEMPTION RACIAL PROFILING REPORT

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

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

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

Executed by: STUART J. GREER
Constable Pct. 2

Date: 01/11/2023

Submitted electronically to the



The Texas Commission on Law Enforcement

Marion County Investment Policy

I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

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

Funds Included

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

County's Investment Officer

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

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

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

Marion County Investment Policy

II. INVESTMENT OBJECTIVES

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

Safety and Maintenance of Adequate Liquidity

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

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

Diversification

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

Yield

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

Maturity

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

Quality and Capability of Investment Management

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

Marion County Investment Policy

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

Investment Strategies

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

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

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

III. Investment Types

Authorized

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

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

Marion County Investment Policy

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

Marion County Investment Policy

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

Marion County Investment Policy

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

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

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

Prohibited

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

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

Marion County Investment Policy

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

IV. Investment Responsibility and Control

Investment Institutions Defined

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

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

See Exhibit I

Qualifications for approval of Investment Institutions

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

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

Marion County Investment Policy

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

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

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

Standards of Operation

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

Delivery Vs. Payment

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

Audit Control

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

Standard of Care

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

Marion County Investment Policy

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

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

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

V. Investment Reporting and Performance Evaluation

Quarterly Report

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

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

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

Marion County Investment Policy

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

Notification of Investment Changes

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

VI. Investment Collateral and Safekeeping

Collateral or Insurance

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

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

Safekeeping:

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

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

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

Marion County Investment Policy

ADOPTED in open court at a Regular Meeting of the Marion County Commissioners' Court this ____ day of _____, 2023.

Leward J LaFleur, County Judge

J.R. Ashley, Commissioner Precinct #1

Jacob Pattison, Commissioner Precinct #2

Ralph Meisenheimer, Commissioner Precinct #3

Gered Lee, Commissioner Precinct #4

ATTEST: _____
Kim Wise, Marion County Clerk

Marion County Investment Policy

Exhibit I

APPROVED LIST OF INVESTMENT INSTITUTIONS

VERABANK

NORTH EAST TEXAS CREDIT UNION

Marion County Investment Policy

Exhibit II

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

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

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

(Institution)

(Representative)

(Representative's Title)

(Registration or Dealer Number)

(Signature)

(Date)

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

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

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

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

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

ADOPTED this _____ day of _____, 2023.

Leward J LaFleur, County Judge

J.R. Ashley, Commissioner Precinct #1

Jacob Pattison, Commissioner Precinct #2

Ralph Meisenheimer, Commissioner Precinct #3

Gered Lee, Commissioner Precinct #4

ATTEST: _____
Kim Wise, Marion County Clerk

**Marion County Investment Strategy
Attachment B**

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

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

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

ADOPTED this _____ day of _____, 2023.

Leward J LaFleur, County Judge

J. R. Ashley, Commissioner Precinct #1

Jacob Pattison, Commissioner Precinct #2

Ralph Meisenheimer, Commissioner Precinct #3

Gered Lee, Commissioner Precinct #4

ATTEST: _____
Kim Wise, Marion County Clerk

Net Data Contract Coversheet

This is a 5 year contract –

Covers County & District Clerk, DA, Jp's, Constables as well as cloud hosting, i-ticket, GHS, RVI, e-file integration and Jury. (the sheriff is switching over to a sister company SSI)

I have verified all pricing

Cloud hosting increased from \$24,500 to \$29,400 (\$4900)

The Interlocal Agreement is for the storage of our backup files: The Marion County Data is stored/located at Net Data Corp. office in Sulphur Springs. Backups of the Data are located at the Sulphur Springs PD, and at the Franklin County Law Enforcement Center.



MASTER AGREEMENT

Effective as of _____, 2023 (the "Effective Date").

By and Between

i3 Verticals, LLC ("i3")
40 Burton Hills Blvd., Ste. 415
Nashville, TN 75482

And

Marion County ("Client")
102 W. Austin St, Ste. 205
Jefferson, TX 75657

Attention: Dave Graves

Attention: Leward LaFleur

Telephone No.: (800)-465-5127

Telephone No.: 903-665-3261

E-mail Address: graves@netdatacorp.net

E-mail Address: leward.lafleur@co.marion.tx.us

Client and i3 may each be referred to individually as a "Party" and together as the "Parties."

The purpose of this Master Agreement ("Agreement") is to provide a framework within which i3 and its family of companies may provide software, Software as a Service and other services and equipment to Client (each a "Solution"). This Agreement is comprised of this Signature Page, the General Terms and Conditions, any Solution-specific additional terms and conditions in each Annex noted below and the applicable quote or proposal (each an "Ordering Document"), each of which is incorporated by reference and expressly made a part of the Agreement.

- X_ NET Data Applications Annex
GFA, Payroll, Payroll Online Annex
Clerk Connect Annex
X_ i-Ticket Annex
uVisionPLUS PRO Annex
Law Enforcement Annex
CJT Case Management Annex

- X_ GHS Collections Annex
TrueSign Annex
iLEMS Annex
ODR Annex
InterOP Annex
EZCourt Pay Payment Platform
Credit/Debit Payment Processing

This Agreement may be executed in counterparts, and each counterpart will be deemed an original. Facsimiles, any documents executed, scanned and transmitted electronically either with or without electronic signatures will be deemed original signatures for purposes of this Agreement.

The parties have executed this Master Agreement as of the Effective Date.

i3:
By: Signature
Name:
Title:
Date:

Client:
By: Signature
Name: Leward J LaFleur
Title: Marion County Judge
Date:



GENERAL TERMS AND CONDITIONS

1. SaaS Solution Subscription; Solution Software License.

- (a) **Software as a Service.** i3 will provide Client with a subscription for cloud-based access, exercisable through Client and its Users, to the i3 Solution identified in the applicable Annex and Ordering Document, including hosting, maintenance and support thereof. i3 hereby grants to Client and its Users, a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to access, use, and display the SaaS Solution. i3 reserves the right to require Client to update Client's software to remain compatible the SaaS Solution. Client is responsible for each of its Users' acts and omissions.
- (b) **Solution Software License.** For Clients with software code to the Solution or any part thereof identified in the Ordering Document ("Solution Software") installed on their machines or equipment, i3 hereby grants a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to maintain and use one (1) copy of the Solution Software in no more than the number of single-user computers, workstations, servers or terminals of a local area network as set forth in the Ordering Document. Client may make one copy of the Solution Software, and related User Documentation, solely for back up or archival purposes.
- (c) **Scope.** Permitted access, number and type of Users granted to Client hereunder is limited as set forth in the Ordering Document. Client is required to purchase one user access for each server.
- (d) **Add-Ons.** Client may add Users ("Add-Ons") for an additional fee. Such Fees will be calculated based upon the pricing set forth in the applicable Solution Annex for the remaining months in the Subscription Term beginning on the first day of the calendar month in which such User or Add-On is included.
- (e) **Updates.** i3 may update features or functionality that Client accesses ("Enhancements") provided that such Enhancements will be at no cost to Client and will not materially degrade existing features and functionality. From time-to-time i3 may also release new features, functionality, software, or user types that are only available under a different pricing model or on a version of Solution Software other than the version Client currently accesses ("New Features"). In the event Client desires to purchase New Features, i3 will update Client's account, pricing model, or Solution Software version to facilitate the provision of such New Features.
- (f) **Restrictions on Use.**
- i. Client agrees to only use the Solution for its internal business use and agrees not grant any third party access. Client agrees that only Users will be permitted access to the Solution.
 - ii. Client will not edit, alter, abridge or otherwise modify, in any manner, the content of any Solution, including, without limitation, all copyright and proprietary rights notices. Client may not, and may not permit others to, reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Solution. Nor may Client modify, translate, adapt, alter, or create derivative works from the Solution; copy (other than the one permitted back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Solution; distribute, sublicense, rent, lease, loan, or grant any third party access to or use of the Solution; attempt to access other areas outside permitted access to the Solution or its network or platform; or systematically access or extract or "Scrape" information from the Solution (except features designed for exporting data) including by the use of engine, software, agent, spider, bot or other devise or mechanism. The Solutions are made available for use solely in the United States of America.

- iii. i3 will be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, plans and specifications provided by Client, including without limitation, reports, plans, specifications, data, field notes, test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by Client. Client acknowledges that its right to utilize these documents will continue only so long as Client is not in default of the terms and conditions of this Agreement, including Client's performance obligations.

2. Additional Services.

- (a) **Maintenance and Support.** i3 will perform standard system maintenance for Solutions including bug fixes and minor enhancements and provide any additional support as set forth in the applicable Annex and Ordering Document.
- (b) **Configuration and Training.** i3 will provide configuration and installation services and training to Client as set forth in the applicable Annex and Ordering Document.
- (c) **Custom Programming: Professional Services.** Client may request that i3 perform professional services including software development, customization, and/or integration services (hereinafter, "Professional Services") not included in the Solution that will be further described in the Ordering Document or in a Scope of Work for Professional Services.
- (d) **Equipment.** i3 may provide Equipment to Client as set forth in the Ordering Document. Client acknowledges that i3 may substitute equipment of at least equivalent functionality and performance if any of the specified equipment in the proposal is unavailable at the time of shipment. All shipping is FOB i3 shipping point.
- (e) **Credit Card Processing.** Client acknowledges that Credit Card Processing Services will be governed by the terms of a separate Merchant Application and Payment Processing Agreement.
- (f) **Training.** Training may consist of both a classroom setting at i3 facilities and onsite at Client's facilities. The number of training Hours quoted in an Ordering Document is an estimate. Circumstances that may lead to training hours in excess of the estimate include: i) Client interruption, ii) Client personnel not being prepared, or iii) unavailability of Client personnel to attend the entire training schedule. Additional hours may be purchased at the time of training at i3's then current hourly rate. When training is at Client's site, Client will provide a centralized, suitable training area. Written cancellation must be received by i3 within ten (10) business days in advance of scheduled training to avoid a cancellation fee equal to 50% of the training cost for the scheduled time plus any travel expenses or cancellation charges incurred.

3. Fees. Client will pay i3 the Fees as set forth in the Ordering Document. If Client fails to pay the Fees by the due date specified on the invoice, i3 will be entitled to interest from the day on which the Fees are due at the rate of interest of 1.5%/month.

4. Term and Termination. Unless the applicable Annex provides otherwise:

- (a) Either Party may terminate this Agreement without cause after the Initial Term of the most recent Annex by giving the other Party ninety (90) days written notice of its intention to terminate.
- (b) Either Party may terminate this Agreement based on a material breach of the Agreement; however, the Party alleged to be in material breach must be notified in writing of the alleged material breach and given thirty (30) days to cure the alleged material breach.

5. Security; Client Data; Intellectual Property.

(a) Security.

- (i) As a part of each SaaS Solution, i3 will maintain industry standard administrative, physical, and technical safeguards for the security and integrity of any data or information input, edited, authored, generated, managed, or otherwise submitted by Client or its Users into Client's subscription account ("Client Data"), which may include maintaining a backup server at a separate location, the use of firewalls, or other standards. In the event i3 learns that there has been unauthorized access to Client's subscription account on i3's systems or premises, i3 will give



notice to Client, unless prohibited by law. Upon such occurrence, i3 will promptly take such steps it reasonably deems appropriate to contain and control unauthorized access and prevent unauthorized access to or misuse of the Client Data, and unless prohibited by law, will continue to provide regular updates relating to the occurrence.

- (ii) Client acknowledges that Client is responsible for the supervision, management and control of its use of the Solutions, including but not limited to maintaining proper machine configuration and operating methods and procedures, establishing adequate backup procedures, anti-virus protection, administrative, physical and technical safeguards and other procedures.
- (iii) Client will acquire, install, operate and maintain, at its expense, all communication lines, equipment, software, services and related technology necessary to use and maintain the applicable Solution as determined by i3.
- (iv) Client acknowledges that it has sole control over access to and responsibility for the security and integrity of its network and data including the operating procedures, controls, back-up procedures (either on or off site), anti-virus protection, administrative, physical and technical safeguards and other procedures necessary to protect its network and prevent loss of data.
- (v) Client will notify i3 promptly if it becomes aware of any breach of security of its network or the Solutions, or the disabling, avoidance or circumvention of any access control or security device, process or procedure.
- (vi) Client will not cause, facilitate or permit any attempt to breach the security of any of the networks, software and systems within Client's network, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates. Client will notify i3 immediately if it becomes aware of: i) any breach of confidentiality or security of and/or the data within its network, or ii) any attempted breach of the security of any Solution or Solution Software, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates.

(b) Client Data.

- (i) Client will have full access to data it submits, uploads, transfers or otherwise maintains via the Solution.
- (ii) i3 will provide the Solution in accordance with applicable laws and government regulations, including without limitation those related to data privacy and the exportation of technical or personal data. Client is responsible for the accuracy, truthfulness, consistency, completeness, and any output from the Solution. Client consents to i3's use of all Client Data, and acknowledges that i3 will neither have the responsibility to review, nor any liability as to the accuracy of, any information or content provided to it.
- (iii) Client will not attempt to access other areas outside the applicable Solution, or any part of the network or servers provided to Client by i3.
- (iv) Client will maintain backup media in a secure location either on site or off site and perform backup procedures as necessary to prevent loss of data in the event of system malfunction.

(c) Intellectual Property.

- (i) Client agrees that the Solutions are i3's property and proprietary information. Client agrees that it will not provide or make available to third parties the Solution or any part thereof, including use of the Solution, any physical embodiment of Solution, or any materials supplied by i3 in connection with Solution. Client will take all steps necessary to protect the confidentiality of the Solution and the proprietary rights of i3.
- (ii) Each Solution, and all i3 deliverables pursuant to this Agreement will be the property of i3; provided, however, that a copy of the final documents will be made available to Client upon request. These documents are not intended, nor represented to be, suitable for reuse by Client or any others, and are solely intended for Client's internal use. Any modification or reuse



without specific written verification and adoption by i3 for the specific purposes intended will be at User's sole risk.

6. Limited Warranty.

- (a) i3 warrants that: (a) the Solution will be free from material defects in design and functionality provided such Solution (1) has been properly installed and used, and (2) has not been modified by persons other than i3; (b) it will use commercially reasonable efforts to correct material defects that are reported by Client or its Users and (c) Services will be provided in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with commercially reasonable industry standards and practices for similar services.
- (b) THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. i3 EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- (c) CLIENT ACKNOWLEDGES THAT EACH SAAS SOLUTION IS PROVIDED VIA THIRD PARTY CLOUD HOSTING PROVIDER AND AGREES THAT (A) FROM TIME TO TIME, THE SAAS SOLUTION MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING: (1) EQUIPMENT MALFUNCTIONS; (2) PERIODIC MAINTENANCE PROCEDURES; OR (3) CAUSES BEYOND THE CONTROL OF i3 OR WHICH ARE NOT REASONABLY FORESEEABLE BY i3 INCLUDING THE INTERRUPTION OF TRANSMISSION LINKS; AND (B) i3 DOES NOT MANUFACTURE EQUIPMENT, HARDWARE, OR THIRD-PARTY SOFTWARE, MAKES NO WARRANTY AS TO EQUIPMENT, HARDWARE OR THIRD-PARTY SOFTWARE PROVIDED TO THE CLIENT, ALL OF WHICH IS SOLD OR LICENSED "AS-IS." CLIENT AGREES TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE MANUFACTURER(S) OF SUCH EQUIPMENT OR THIRD PARTY SOFTWARE.
- (d) Client will be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information. Client agrees that i3 will not be liable for Client-caused data errors.

- 7. **Indemnity.** i3 will indemnify and hold harmless Client, its officials, directors and employees from and against third-party claims and damages, including reasonable attorney fees, arising out of the performance of the services described herein, only to the extent caused the grossly negligent acts or omissions or willful misconduct of i3, except to the extent caused by the negligence or willful misconduct of Client. The parties will cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable efforts to mitigate any such claim, liability, or loss. Neither Party will have an obligation to indemnify the other Party for any losses to the extent they are caused by the actions or failure to act of the indemnified Party, including without limitation, the failure to take actions to mitigate such losses.
- 8. **Insurance.** i3 will maintain in force adequate workers' compensation, commercial general liability, errors and omissions, cyber insurance and other forms of insurance.
- 9. **Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, i3 AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES WILL HAVE NO LIABILITY TO CLIENT, ITS USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES. IN NO EVENT WILL i3'S LIABILITY ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY CLIENT FOR THE APPLICABLE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.



- 10. Confidentiality.** Each Party acknowledges that it may learn or obtain Confidential Information (as defined below) about the other during the course of this Agreement. Each Party will: (i) maintain it in confidence, except to the extent necessary to carry out the purposes of this Agreement, in which event written confidentiality restrictions will be imposed upon the third parties to whom such disclosures are made; (ii) use at least the same degree of care in maintaining its secrecy as you uses in maintaining the secrecy of its own Confidential Information, but in no event less than a reasonable degree of care; and (iii) return all documents, copies, computer memory media, and all other materials containing any portion of the Confidential Information upon its request. "Confidential Information" means (a) all information about the business of the other Party or its affiliates, whether or not marked as proprietary, secret or confidential, and (b) all information or data relating to the Party's operations, employees, products, pricing, merchant agreements, services, clients, customers, or potential customers, that is not generally known. Confidential Information will not include information that: (i) is or becomes a part of the public domain through no act or omission by the Receiving Party; (ii) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party; (iii) is disclosed to the Receiving Party by a third party that was not bound by a confidentiality obligation to the Disclosing Party; or (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order.
- 11. Non-Solicitation by Client.** During the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, Client will not: (1) provide, directly or indirectly, any information relating to any of i3's customers which are known to Client to be customers of i3 to any person or entity that provides credit card merchant processing or related services; (2) solicit or otherwise encourage any customer of i3, either directly or indirectly, for its own purposes or those of another, without the prior written consent of i3, (3) to use the credit card merchant processing or related services of any person or entity other than i3; or (4) solicit or otherwise encourage any employee, agent, vendor or independent contractor of i3 to curtail, suspend or otherwise terminate such person's or entity's business relationship with i3, and will not offer to employ or employ any of i3's employees or any person who was an employee of i3 in the twelve (12) months prior to such offer or hiring by Client.
- 12. Audit.** For the purpose of verifying compliance with this Agreement, i3 will have the right, during normal business hours and upon reasonable advance notice and without material disruption to Client's business, to audit and inspect the use made of the Solution and the manner in which each are accessed by Client. If Client's records pursuant to this Section or otherwise indicate that (i) more Users are accessing the Solution than Client has paid for, or (ii) more Solutions are being accessed by Users than Client has been billed for, Client will pay i3 the shortfall in Fees retrospectively to the date of the applicable increase.
- 13. Miscellaneous.**
- (a) **Notice.** All notices to a Party hereunder will be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above-described mailing methods to the address(es) set forth in this Master Agreement. Notice will be deemed delivered and received on the date it is actually received.
 - (b) **Force Majeure.** Any failure or delay by i3 in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of i3.
 - (c) **Independent Contractors.** i3 and Client hereby acknowledge and agree that this Agreement does not create and does not intend to create a partnership, association, joint venture, or other legal entity or form an employment relationship.
 - (d) **Assignment.** This Agreement will be binding upon the successors and assigns of the parties, provided, however, that Client may not assign this agreement to a third party without the prior written consent of i3.



- (e) **Survival.** The obligations, agreements and covenants contained in Sections 5, 7, 9, 10 and 11 hereof will survive the termination or expiration of this Agreement.
- (f) **Severability.** If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction. The parties agree that any such unenforceable term, provision or restriction will be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
- (g) **Governing Law.** This Agreement will be governed by and interpreted, construed and enforced in accordance with the Laws of the State in which the Client is located, excluding any conflicts of law, rule or principle that would refer the governance, interpretation, construction or enforcement of this Agreement to the laws of another jurisdiction.

14. Definitions.

- (a) **"Documentation"** means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the Solution Software, if any, including any updates thereto provided by i3.
- (b) **"Users"** means those individuals that Client provides (or that i3 provides at Client's request) user identifications and passwords to Client's account.
- (c) **"Third Party Software"** means software and services authored by a third party.



NET Data Applications ANNEX

This NET Data Applications Annex supplements the terms of the of the Master Agreement.

1. i3 Responsibilities.

- a. i3 hereby grants a limited, subscription, cloud-based access to the NET Data Applications: County and District Clerk Case Management, County and District Attorney Case Management, Constable, ICON Justice of the Peace, Jury Selection, County and District Clerk e-File integration, Real Vision Imaging (RVI), including the i-Ticket citation download ("ICON Solution") and GovRec, as set forth in the Ordering Document and pursuant to the terms of the Master Agreement.
- b. i3 will provide Client toll-free telephone support to assist Client's with problem resolution Monday- Friday, 8 a.m. to 5 p.m. CST (excluding Federal holidays and those recognized by the State of Texas).

2. Client's Additional Responsibilities.

- (a) Client acknowledges that it has examined the NET Data Applications and determined that they are adaptable to Licensee's intended purpose.
- (b) Client is fully and exclusively responsible for the accuracy of information obtained from use the Solution and its use of such information. Client agrees that i3 will not be liable for Client-caused data errors.

3. Term and Termination. This Annex is effective for a period of five (5) years ("Initial Term"), and will automatically renew for additional, successive one (1) year periods (each a "Renewal Term").

- (a) Either Party may terminate this Annex without cause after the Initial Term by giving the other Party ninety (90) days written notice of their intention to terminate.
- (b) Either Party may terminate this Agreement based on a material breach of the Agreement however, the breaching Party must be notified in writing of the alleged breach and given thirty (30) days to cure the alleged breach.
- (c) Upon termination of this Annex, Client agrees to immediately discontinue using the NET Data Applications and to return all user manuals and written or electronic data provided by i3. Upon Client's request if made within sixty (60) days of the effective date of termination of this Annex, i3 will take commercially reasonable steps to make available to Client a copy of all Client's data in electronic format. i3 will provide no more than 2 data extractions at no additional charge to Client. Additional extractions hereunder are to be invoiced to Client at i3's standard hourly billing rate. After sixty (60) days, i3 will have no obligation to maintain or provide data to Client and may remove all Client's data in its possession or control.

4. Service Availability.

- (a) i3 will use reasonable best efforts to maintain the following Services availability:
 - i. For any consecutive one (1) year period, the Solution used within scope will be fully operational, available, and capable of supporting Client's workload at a 99.5% (24 hours per day, 365 days per year) availability level except for Scheduled Outages as specified.



- ii. "Scheduled Outages" will be performed during the hours of 5 p.m. to 8 a.m. CST as necessary for upgrades, maintenance, or for any other agreed upon purpose.
 - iii. The NET Data Applications are "available" when the servers are operational and capable of serving Users, independent of any Client's network links outside our control, and will be available from at least 8 a.m. to 5 p.m. Central, Monday-Friday, except for federal and Texas holidays.
 - iv. Should this service fail to meet the above listed availability requirements, Client may terminate this Annex.
- (b) i3 is not responsible for any Solution or system failures during any period of time in which any of the following "Exclusions" exist:
- i. Client Resource Problems – Problems resulting from Client resources not under i3 management or control.
 - ii. Failure of any hardware not under i3's management (customer PC's, portage boxes, etc.).
 - iii. Scheduled Maintenance – Scheduled maintenance windows and other agreed-upon periods of time that are necessary for repairs or maintenance.
 - iv. Network Changes – Changes made by Client to the networking environment that were not communicated to or approved in writing by i3.
 - v. Agreed Temporary Exclusions – Any temporary exclusions requested by i3 and approved by Client to implement changes in the ICON Solution.
 - vi. Client Actions – Downtime or Issues resulting from actions or inactions of Client contrary to i3's reasonable recommendations.
 - vii. Client Responsibilities – Downtime or issues resulting from any failure by Client to fulfill its responsibilities or obligations.
 - viii. Internet Connectivity Loss – Loss of Internet connectivity to Client site for any reason.
 - ix. Third-Party Software – Downtime or issues due to malfunctions or errors related to any third-party software in use by the Client.
5. **Annex Governs.** The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will control.



i-TICKET ANNEX

This i-Ticket Annex supplements the terms of the Master Agreement.

- 1. i3 Responsibilities.** i3 will provide i-Ticket services to electronically file citations, issued in Client's jurisdiction and provided by the Texas Department of Public Safety or Client's Law Enforcement Offices, to Client's Court(s) software system ("i-Ticket Solution").
- 2. Client's Additional Responsibilities.**
 - (a) Client will provide i3 with electronic access, including sufficient connectivity capabilities, to the information necessary to allow i3 to upload citations into its justice court(s) software system and perform its obligation hereunder.
 - (b) Client acknowledges that it has examined the i-Ticket Solution and determined that it is adaptable to its intended purpose.
 - (c) Client will be responsible for the accuracy of information obtained from use i-Ticket and the use of such information. Client agrees that i3 will not be liable for Client-caused data errors.
- 3. Compensation.** Client agrees to pay i3 a fee of \$2 for each case filed as the result of a citation uploaded through the i-Ticket Solution. Client will remit payment to i3 on a monthly basis by check.
- 4. Term and Termination.** This term of this agreement will be identical to the term of the NET Data Applications Annex between i3 and Client. If an NET Data Applications Annex is not entered into by i3 and Client, the term will be one (1) year and will renew automatically for additional, successive one (1) year periods (each a "Renewal Term").

Either Party may terminate this Annex without cause after the Initial Term by giving the other Party ninety (90) days written notice of their intention to terminate.

Either Party may terminate this Agreement based on a material breach of the Agreement however, the breaching Party must be notified in writing of the alleged breach and given thirty (30) days to cure the alleged breach.

Upon termination of this Annex, Client agrees to immediately discontinue using the i-Ticket Solution and to return all user manuals and written or electronic data provided by i3.

- 5. Annex Governs.** The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement, applicable to the Services provided hereunder, the terms of this Annex will control.



**GRAVES HUMPHRIES STAHL, LTD.
COLLECTION SERVICES ANNEX**

This Collection Services Annex supplements the terms of the of the Master Agreement. For purposes of this Annex, i3 is doing business as "Graves Humphries Stahl, Ltd" ("GHS").

1. i3 Responsibilities.

- (a) GHS will use its best efforts to provide services to collect delinquent court imposed fines, fees, court costs, restitution, debts, accounts receivable and other amounts ("Fines and Fees"), in accordance with Article 103.0031, Texas Code of Criminal Procedure ("Services").
- (b) GHS will refer all payments for Fines and Fees and correspondence relating thereto directly to the court that assessed or levied the Fines and Fees collected.
- (c) GHS reserves the right to return accounts to Client if (i) GHS is unable to collect the Fines and Fees within one (1) year of Referral by Client or (ii) GHS determines that the offender is the subject of a pending bankruptcy proceeding ("Returned Fines and Fees"). Each parties' obligations under this Annex will terminate with respect to Returned Fines and Fees upon return to Client.

2. Client's Additional Responsibilities.

- c. Client will refer Fines and Fees to GHS when such Fines and Fees are "delinquent" as provided for in Article 103.0031, Texas Code of Criminal Procedure.
- d. Client will provide GHS with GHS' preferred method of electronic access to, including sufficient connectivity capabilities, the information necessary to collect the Fines and Fees.

3. Compensation. Client agrees to pay GHS, as compensation for the Services under this Annex, as set forth below. All payments for Fines and Fees collected hereunder the property of GHS at the time of payment. Client will remit the Compensation to GHS on a monthly basis by check.

- (a) Twenty percent (20%) of the Fines and Fees imposed on all unadjudicated offenses committed on or before June 18, 2003.
- (b) Thirty percent (30%) of the Fines and Fees imposed on all adjudicated offenses regardless of the date of the offense as provided by Article 103.0031, Texas Code of Criminal Procedure.
- (c) Thirty percent (30%) of the Fines and Fees imposed on all unadjudicated offenses occurring after June 18, 2003, as provided by Article 103.0031, Texas Code of Criminal Procedure.
- (d) In the event Fines and Fees are disposed of through the performance of community service, credit for jail time served, or removed at the court's discretion pursuant to Article 45.0491, Texas Code of Criminal Procedure, no compensation shall be paid to GHS.

4. Term and Termination. This Annex is effective for a period of five (5) years ("Initial Term"), and will automatically renew for additional, successive one (1) year periods (each a "Renewal Term"). Either Party may terminate this Annex without cause after the Initial Term by giving the other Party ninety (90) days written notice of their intention to terminate. Client agrees that GHS will have an additional six (6) months to complete work on all cases turned over to GHS prior to the notice of termination.

5. Annex Governs. The terms of the Master Agreement remain in effect. To the extent there is any conflict between this Annex and the Master Agreement applicable to the Services provided hereunder, the terms of this Annex will control.

**Inter-Local Agreement between
Sulphur Springs Police Department, Franklin County Sheriff's
Office, and Marion County**

(of which all parties are situated in the State of Texas)

**for access to a hosted Secure Facility with Information Technology Resources
and NET Data or GHS System/s and Government Software**

WHEREAS, the Sulphur Springs Police Department the primary service agency (hereinafter referred to as "PSA") has a Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

WHEREAS, Franklin County Sheriff's Office, the backup service agency (hereinafter referred to as "BSA") has Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software for cooperating agencies; and

WHEREAS, Marion County, the requesting service agency (hereinafter referred to as "RSA") wishes to make use of the PSA and BSA Secure Facility with Information Technology Resources that are available to host NET Data System/s and Government Software to fulfill their purpose and mission; and

WHEREAS, PSA and BSA has an obligation to the Texas Department of Public Safety (DPS) to ensure its facility resources, services and criminal justice information are secured in a manner consistent with FBI Criminal Justice Information Systems (CJIS) policies and procedures; and

WHEREAS, cooperation among adjoining and adjacent cities and counties is not only a proper exercise of governmental powers and duties under and pursuant to, Texas Government Code Chapter 791.003 (1), 791.003 (3) (n), and 791.011 (c) (2), but will also permit and be conducive to the furnishing of such services in the most cost-effective way possible and,

WHEREAS, all parties wish to enter into this agreement to mutually benefit from certain economies realized through the sharing of secure facility resources and administrative functions associated with the routine operation of government to support public safety.

NOW, THEREFORE, in consideration of their mutual rights and obligations as set forth below, the PSA, BSA, and RSA agree as follows:

1. **Term:** This agreement will have a term of (1) year from the date of execution and will automatically renew without further action of any party, unless otherwise terminated as allowed in this

Agreement. This Agreement may be terminated in its entirety by either party by providing a (180) day written notice to the other party.

2. **Fees:** All parties agree the PSA and BSA will neither charge nor owe the RSA any fees for access to secure Information Technology Resources and NET Data Systems and Government Software. Any financial obligations that may occur from any vendor used by the PSA and/or BSA for providing this service/s or by the RSA for obtaining access to this service/s under this Agreement is the sole responsibility of the party by which contracted with the vendor and will be payable from current revenues available to the respective vendor.

3. **Duties and Covenants of the PSA and BSA:** The PSA and BSA agrees to host a Secure Facility with Information Technology Resources and NET Data Systems and Government Software to provide a cost-effective solution for the administrative functions associated with the routine operation of government for the RSA. The hosted Secure Facility will include:

- Key fobbed facility access to NET Data's authorized IT employees for maintenance, operation and management of NET Data's System. NET Data IT employees will not be authorized unless the CJIS Security Addendum Certification, fingerprint and background checks, and CJIS Security Awareness Training requirements have been met as stated in the CJIS Security Policy.
- NET Data System/s and Government Software.
- NET Data's FIPS-142 connection portage device for secure access.
- NET Data's communication service for connectivity to NET Data's FIPS-142 Portage device, System/s, and Government Software.

4. **Duties and Covenants of the RSA:** the RSA agrees:

- To not permit any other person or entity, other than the RSA's authorized employees access to the PSA and/or BSA's secured Facility with Information Technology Resources and NET Data's System's and Government Software.
- To ensure all employees that have access are authorized in accordance to all Federal, State and Local Government laws, rules and regulations.
- To ensure that all authorized employees abide by all present and hereafter enacted Federal, State, and Local Government laws, rules and regulations concerning the collection, storage, retrieval, use, destruction, disclosure and dissemination of CJI and/or CHRI data.
- To advise authorized employees that any unauthorized retrieval, use or dissemination of confidential information is a violation of state law (Texas Government Code Section 411.085) and can lead to the filing of criminal charges against the authorized employee, in addition to cancellation of access to the stated services in this Agreement provided by the PSA and BSA.
- Upon discovery, notify the PSA, BSA and NET Data of a violation by an employee of the RSA, of any applicable Federal, State and Local Government laws, rules and regulations relating to the collection, storage, retrieval, use, destruction, disclosure and/or dissemination of CJI and/or CHRI data.

 PUBLIC
SECTOR

- Though the RSA's data will be physically stored at the PSA and BSA the data belongs to the RSA. The RSA is solely responsible for its accuracy, quality and reporting, including compliance with Federal, State and Local Government laws, rules and regulations.

5. **Severability:** The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement will be in full force and effect.

6. **Authorization:** All parties agree that this Agreement must be authorized by the governing body of each party to the Agreement.

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the BSA, PSA, and the RSA.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

Name, title of signatory authority (PSA)

Date: _____

Attest: _____

Name, title of signatory authority (BSA)

Date: _____

Attest: _____

Leward J LaFleur, County Judge (RSA)

Date: _____

Kim Wise, Marion County Clerk

Attest: _____

1110 ENTERPRISE DR.
SULPHUR SPRINGS, TX 75482.



(800) 465-5127

www.i3verticals.com

COST PROPOSAL

“Ordering Document”

1 st YEAR HOSTED ANNUAL MAINTENANCE & SUPPORT	QTY	PRICE	TOTAL
County Clerk			\$20,235
District Clerk			\$20,235
County Attorney, District Attorney Combined Office			\$13,410
Constable			\$1,885
Justices of the Peace			\$6,365
Jury Selection			\$7,535
County and District Clerk e-file			\$4,000
Real Vision Imaging (RVI)			\$4,350
GovRec previously IRA			\$1,900
Application Hosting			\$29,400

Date Issued: January 10, 2023

Issued To: Marion County

Name: Leward LaFleur

County/Office: County Judge

Address: 102 W. Austin St., Ste. 205, Jefferson Texas 75657

Phone: 903-665-3261



Annual Maintenance & Support/Hosting Services:

Services/benefits to County of Marion:

- Yearly software updates
- Phone/Electronic/Online customer support
- Secure storage of data and images
- Nightly Data & Image backups
- Disaster Recovery: Data will be securely stored in a redundant offsite facility
- Significant reduction in customer IT support needed
- Increased space – with no server located on site
- Security: Data transmission made via FIPS 140-2 VPN

1 st YEAR HOSTED ANNUAL MAINTENANCE & SUPPORT	PRICE	TOTAL
i-Ticket		\$2 / ticket
	1 st YEAR TOTAL ANNUAL MAINTENANCE:	\$109,315

CONSIDERATION:

The proposed pricing for the 1st year of the term is listed above. Any pricing for subsequent years will not exceed a 5% increase.

i3:
 By: _____
Signature
 Name: _____
 Title: _____
 Date: _____

Client:
 By: _____
Signature
 Name: Leward J LaFleur
 Title: Marion County Judge
 Date: _____

All pricing and costs included are valid for 60 days from proposal date unless extended in writing by NET Data.

Bid#2023-01

***INVITATION FOR BIDS
FOR MODERNIZATION OF ANNEX
& JAIL ELEVATORS
Under the Marion County
American Rescue Plan Act
Federal Funds***

MARION COUNTY, TEXAS

BID DUE DATE:

By 2:00 PM Friday, February 24, 2023

*MARION County Auditor
102 W Austin, Room
Jefferson, TX 75657*

**MARION COUNTY, TEXAS
INVITATION FOR BIDS**

In accordance with the Laws of the State of the Texas, MARION County is seeking sealed Bids to modernize the Annex & Jail elevators located at 114 W Austin and 102 W Dallas, Jefferson, TX 75657, respectively. Bids are issued under the Marion County American Rescue Plan Act Funding.

SEALED BIDS addressed to the County Auditor for MARION County, Texas must be received at 102 W Austin, Room 102, Jefferson, TX 75657 not later than Friday, February 24, 2023 by 2:00 pm for the following:

Modernization of Annex & Jail Elevators of Marion County

**MARION COUNTY, TEXAS
BID 2023-01**

Solicitation documents are now posted on the MARION County Website www.co.marion.tx.us Public Notices and News – Bids Tab. Please click on the ***Elevator Bid*** to download the Bid document. Only paper responses are allowed for this BID; facsimiles will not be accepted. Paper documents may also be obtained from the office of the County Auditor.

All documents relating to this Invitation for Bid including but not limited to, the Bid document, questions and their responses, addenda and special notices will be posted on the MARION County website under the Bid Notices tab and available for download by Bidders and other interested parties. *It is the Bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the Bid due date.*

BID INSTRUCTIONS

- Submission of Bids:** Bidders shall submit (2) sets of Bid documents one with original signatures and one copy. All shall be sealed and marked **BID#2023-01 Modernization of Annex & Jail Elevator of MARION County** and mailed/hand delivered to the address below by the closing date specified. **A facsimile transmission is not an acceptable response to this BID Process and will not be considered.**

MARION County Auditor
102 W Austin, Room 102
Jefferson, TX 75657

- Questions concerning this sealed process shall be directed to MARION County Auditor by email to ssolomon@co.marion.tx.us. Failure to comply with this guideline could result in disqualification.
- All submissions must be sealed** when returned to MARION County
- RESPONSES WILL BE publicly read at the MARION County Commissioner Court located 114 W Austin, 2nd floor, on Monday, February 27, 2023 at 9:00AM. Bidders, their representatives and interested persons may be present.
- It is the Bidders sole responsibility to print and review all pages of the Bid document, attachments, questions and their answers, addenda and special notices. Failure to provide original signature on these forms could render statement non-responsive.
- Any Bids received after the date and/or hour set for Bid opening will not be accepted. The late Bidder will be notified and will advise MARION County Auditor as to the disposition by either pick up, return at Bidder's expense, or destroyed with written authorization.
- If responses are sent by mail to the County Auditor, the Bidder shall be responsible for actual delivery of the Bid to the County Auditor before the advertised date and hour for opening of Bids. If mail is delayed either in the postal service or in the internal mail system of MARION County beyond the date and hour set for the Bid opening, Bids thus delayed will not be considered and will be disposed of as authorized.
- Bidders are encouraged to review this entire Invitation for Bids Document (BID). All questions regarding this Bid must be in writing and sent by email to County Auditor, Shanna Solomon at ssolomon@co.marion.tx.us . **Deadline for submitting questions is a minimum of five (5) days prior to scheduled opening date.**

Items To Be Returned with Bid Packet

1. Bid details and Bid Form
2. Respondent References
3. Compliance with Federal and State Laws form – 2 pages
4. Certification Regarding Lobbying
5. Non-Collusion Affidavit of Prime Bidder
6. Bid Signature Form
7. Disclosure of Interested Parties – Form 1295
8. Conflict of Interest Form – CIQ
9. Insurance Certificates: General Liability, Automobile Liability, Workers Compensation
10. Payment Bond
11. Performance Bond
12. Bid Bond

**GENERAL CONDITIONS - PART I
FOR CONSTRUCTION**

1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the U.S. Department of Treasury through the American Rescue Plan Act and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

- (a) The term "Contract" means the Contract executed between the County, hereinafter called the "County" and (Name of Construction Co.), hereinafter called "Contractor," of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means (name of engineering firm), Engineer in charge, serving the County with architectural or engineering services, his successor, or any other person or persons, employed by the County for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision by Contractor

- (a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the County except for cause.

- (c) The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Auditor for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Auditor.
- 2) Monthly or partial payments made by the County to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the County. Such payments shall not constitute a waiver of the right of the County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the County in all details.

(b) Final Payment

- 1) After final inspection and the acceptance by the County of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.
- 2) Before paying the final estimate, County shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The County may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- 3) Any amount due the County under Liquidated Damages shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the County shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(d) Withholding Payments

The County may withhold any payment due the Contractor as deemed necessary to protect the County, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the County and will not require the County to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the County elects to do so. The failure or refusal of the County to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

- (a) The County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by County prior to execution of same.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Contract, the County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- (d) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the County.
- (d) If, on the basis of the available evidence, the County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination and Delays

- (a) Right of the County to Terminate Contract for Convenience

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

- (b) Right of the County to Terminate Contract for Cause

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the County for any excess cost incurred. In such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays.

See section 43.

(d) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- 3) Any acts of the County;
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the County. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the County for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the County.

12. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Auditor in 2 copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the County not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the County for any additional information which should be furnished by the County under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

14. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the County for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The County may require the Contractor to dismiss from the work such employee or employees as the County or the Engineer may deem unqualified.

15. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The County will pay all other expenses.

16. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any

work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the County. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the County will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the County.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the County, shall moisten the surrounding area to prevent a dusty condition.

17. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of County.
- (c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and

from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters.
- (d) The Contractor shall indemnify and hold harmless the County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all time conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the County, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the County at the expense of the Contractor.

19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

20. Use of Premises

- (a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the County, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the County and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the County and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the County.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the County.
- (d) Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the County or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by County

The County and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the County through its authorized representatives or agents.

24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the County in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The County will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

25. Deduction for Uncorrected Work

If the County deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the County and subject to settlement, in case of dispute, as herein provided.

26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the County.

- (a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: (\$1,000,000).
- (c) Proof of Insurance: The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the County free

from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the County or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 3 months or 90 days from the date of final acceptance of the work.

29. Job Offices

- (a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The County shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the County, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

30. Partial Use of Site Improvements

The County may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

31. Local Program Liaison

For purposes of this Agreement, the County Auditor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

32. Access to Information

- (a) The U.S. Department of Treasury, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts, and to close out the County's contract with the Department of Treasury.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

33. Records Retention

(a) The Contractor shall retain all required records for five years after the County makes its final payment and all pending matters are closed.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

34. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or local program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

35. Compliance with Labor Standards Provisions

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled.

36. Conflicts of interest.

- (a) Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of American Rescue Plan Act award between Firm and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the American Rescue Plan Act award between the Treasury and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the American Rescue Plan Act award between the Treasury and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the American Rescue Plan Act award between the Treasury and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

37. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

38. Equal Opportunity Clause [applicable to contracts and subcontracts over \$10,000].

During the performance of this contract, the Contractor agrees as follows:

- (a.) 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, 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.

- (b.) 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c.) The Contractor will not discourage 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.
- (d.) 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.
- (e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f.) 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.
- (g.) 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.
- (h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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: 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.

39. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

40. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

41. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

42. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the County in the Notice to Proceed, and shall be fully completed within agreed upon calendar days thereafter.

43. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the County the sum of Fifty Dollars (\$50.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

44. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

45. Title VI of the Civil Rights Act of 1964

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

46. Americans with Disabilities Act

Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101 et seq. and any properly promulgated rules and regulations related thereto.

47. [For Contracts that exceed \$100,000] Anti-Lobbying

Contractor shall file the required certification: 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 of this 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.

48. [For Contracts > \$100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

49. [For Contracts > \$150K] Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall 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).

BONDING REQUIREMENTS

If applicable, a Bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, MARION County may require the Respondent to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas. A certified check or bank draft payable to Marion County or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of Bid Bond.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by MARION County Commissioners Court and prior to commencement of the actual work, the successful Respondent shall furnish a performance bond to MARION County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful Respondent exceeds \$25,000.00, the successful Respondent shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime Respondent or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before Respondent begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful Respondent exceeds \$100,000.00, the successful Respondent shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of MARION County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the Respondent begins the work.

SAMPLE CONSTRUCTION CONTRACT

THIS AGREEMENT made this the _____ day of _____, _____, by and between _____ (a corporation organized and existing under the laws of the State of _____) (a partnership consisting of _____) (an individual trading as _____) [Note 1] hereinafter called the "Contractor", and _____ hereinafter called the "County."

WITNESSETH, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, _____ [Note 2] for the _____ American Rescue Plan Act project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____.

Special Notes:

Note 1. Strike out the terms not applicable.

Note 2. Identify the principal items of Contract such as grading, paving, water mains, sewer lines, treatment facilities, etc.

ARTICLE 2. The Contract Price. The County will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of _____ Dollars (\$_____).

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- | | |
|--|-------------------------------------|
| a. This Agreement (pgs. 1-3) | f. References |
| b. Invitation for Bids | g. Bid Signature Form |
| c. Instructions to Bidders | h. CIQ |
| d. General conditions for Construction | i. Conflict of Interest Form 1295 |
| e. Bid Form | j. Certification Regarding Lobbying |
| f. Compliance With Federal Laws | k. Non-Collusion Affidavit |

ARTICLE 4. Performance. Work, in accordance with the Contract dated _____, shall commence on or before _____, _____, and Contractor shall complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate original copies on the day and year first above written.

(The Contractor)

By _____

Title _____

(County)

By _____

Title _____

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Corporate Secretary)

Modernization of Annex & Jail Elevators at the MARION County Courthouse Annex & Jail

Scope of Work

MARION County is currently seeking bids to modernize two (2) elevators that have obsolete controls. Elevators are currently in operation at the MARION County Courthouse Annex and Jail located at 114 W Austin and 102 W Dallas, Jefferson, Texas respectively.

Elevators will require replacement or refurbishment of all necessary electronic, electrical and mechanical components necessary to modernize the elevators to operate as currently configured.

All controls and/or components will need to be of the latest version and have a life and/or support expectancy of no less than 10 years.

Warranty of all workmanship and material will be a minimum of one (1) year from the date of turnover to the County for public use.

It is not mandatory but desirable that software and/or components are non-proprietary.

This bid will require a payment bond, performance bond, and bid bond.

Annex Elevator – Installed 1978

Serial #: FC75503 Type: Hydraulic Speed: 125 fpm 2 stops (Front) Capacity 2500#

Jail Elevator – Installed 1978

Serial#: 340093 Type: Hydraulic Speed 125 fpm 3 stops (Front) Capacity 2000#

- **On site visit is highly recommended. Facility operating hours are Monday through Friday from 8.00 A.M to 5:00 P.M. Contact person is Sheriff David Capps, 114 W Austin and 102 W Dallas, Jefferson, TX 75657**

BID FORM

Annex Elevator	Price		Total
	\$		\$

Jail Elevator	Price		Total
	\$		\$

Bond Fees: \$ _____

Any other applicable Fees: \$ _____

Total Elevator Project: \$ _____

Days needed to complete Project: _____

Proposed Project Start Date: _____

Project Warranty Information:

BID EVALUATIONS

MARION County follows the Awarding of Contract Statute Sec. 262.027 of the Texas Local Government Code.

Evaluation criteria shall include, but is not limited to the following:

- Total Price
- Respondents past performance record with MARION County
- MARION County's evaluation of Respondents ability to perform
- MARION County's experience with products bid
- Special needs and requirements of MARION County
- Location of Respondent
- Respondents responsiveness to this bid packet

Required Notices
This is a bid made and awarded with
Marion County
American Rescue Plan Act Federal Funds

Equal Opportunity Guidelines for Contractors

Note: To be included in bid packet

1. What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. Are construction contractors required to ensure a legal working environment for all employees?
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?
No, two or more women should be assigned to each site when possible.
4. What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be documented in file.
5. Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
6. Are any in-service training programs provided for staff to update the EEO policy?
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.
7. Are any measures taken to encourage promotions for minorities and women?
Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
8. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?
Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
9. Can women be excluded from utilizing any facilities available to men?
No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
10. What efforts should be utilized to include minority and female contractors and suppliers?
Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
11. If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?
No, the construction contractor is responsible for its own compliance.
12. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?
No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
13. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

MARION COUNTY

SEAT BELT USAGE POLICY

Introduction. Because seat belts are the best protection against injury or death in a crash, a county seat belt use policy is extremely important. The simple act of buckling up reduces the chance of serious injury or death by 40% to 60% and can save money for Marion County.

Policy. Marion County recognizes that seat belts are extremely effective in preventing injuries and loss of life. We care about our employees and want to make sure that no one is injured or killed in a tragedy that could have been prevented by the use of seat belts. Therefore, effective 3/28/2022, it will be county policy that seat belts shall always be used by both drivers and passengers while traveling on official company business. Employees are strongly encouraged to use their seat belts off the job as well. The purpose of this policy is to establish mandatory belt use as an organizational priority and designate responsibility for implementation and enforcement.

Application. The seat belt use policy applies to all employees and occupants of any vehicle driven by employees, including rentals and personal vehicles when used on official company business.

Responsibility. Managers and supervisors must demonstrate their commitment to this policy by communicating it to their employees, monitoring compliance, evaluating effectiveness, and taking disciplinary action against violations.

Belt Systems Maintenance. Seat belts in all Marion County vehicles are to be maintained so that they are clean and in good working order.

Employee Education. Information on the benefits of seat belts, as well as Marion County's commitment to their use will be emphasized in training, handbooks, safety rules and internal communications. Managers and supervisors are encouraged to promote and provide time for employee awareness programs to explain the benefits of seat belts both on- and off-the-job.

Contractor Education. Marion County's commitment to seat belt use will be distributed to contractors through website, contracts, etc. Contractors are encouraged to promote and provide time for employee awareness programs to explain the benefits of seat belts both on- and off-the-job.

Enforcement. Seat belt use is such a common, healthy practice that the need to actively enforce this policy should be rare. However, the policy will be enforced the same as other county rules, and employees who violate it will be subject to disciplinary actions which may include dismissal. Managers and supervisors have an obligation to encourage and routinely monitor usage. The driver of the vehicle is responsible for enforcing seat belt use by all occupants.

Seat Bel Usage Policy Adopted by Marion County Commissioners Court
March 28, 2022

1C-3 CELL PHONE USAGE – Per Marion County Employee Handbook

Marion County determines on a case by case basis the need for county provided cell phones. County cell phones are to be used for business purposes only.

Marion County strongly discourages the use of any cell phone while operating any vehicle. Employees should plan calls to allow placement of calls either prior to traveling or while on rest breaks.

Marion County bans all employees from texting while operating any county owned vehicle. County employees who are driving their own personal vehicle are also banned from texting while driving on county business. Federal law prohibits any CDL driver operating any vehicle over 10,000 GWR from texting with fines and penalties, up to and including loss of CDL.

Employees in possession of a Marion County owned cellular phone are required to take appropriate precautions to prevent theft and vandalism.

Each department may set their own rules and regulations regarding personal cell phone usage while at work.

**Required Forms
To Be Returned With Bid**

RESPONDENT REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Bid. ***THIS FORM MUST BE RETURNED WITH YOUR BID.***

REFERENCE ONE:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

REFERENCE TWO:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

REFERENCE THREE:

COMPANY NAME:
ADDRESS/CITY/STATE/ZIP:
CONTACT NAME/TITLE:
BUSINESS PHONE/FAX:
SCOPE OF WORK:

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on list between the time of Bids submission and time of award, the Respondent will notify MARION County Purchasing Agent. Failure to do so may result in terminating this contract for default.

CERTIFICATION REGARDING LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall certify 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 an Federal contract, grant or any other award covered by 31 USC sec 1352. See Form on Next Page

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

SB 13 – ENERGY COMPANY BOYCOTTS

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.

SB 19 - Firearm Entities and Trade Associations Discrimination

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.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide MARION County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

Signature: _____ Date: _____

Printed Name: _____

Company Name: _____

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

(Include with Bid)

State of Texas)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title _____

Subscribed and sworn to me this _____ day of _____.

By(notary public) _____

My commission expires _____

BID SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Bid becomes the property of MARION County after the official opening.

The Respondent affirms that he/she understands the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a Bids.

The undersigned agrees, on behalf of Respondent, that if this Bid is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bids with be (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Bids has not been prepared in collusion with any other Respondent, nor any employee of MARION County, and that the contents of this Bids have not been communicated to any other Respondent or to any employee of MARION County prior to the official opening of this Bids.

Respondent hereby assigns to MARION County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. *Failure to sign and return this form will result in the rejection of the entire Bids.*

Signature: _____ **Date:** _____

LEGAL NAME AND ADDRESS OF RESPONDENT:

Name _____ Title _____

Tel. No. _____ Email: _____

Address: _____

COMPANY IS:

Business included in a Corporate Income Tax Return? YES NO

Corporation organized & existing under the laws of the State of _____

Partnership consisting of _____

Individual trading as _____

Principal offices are in the city of _____

To: Respondents of MARION County,

Texas From: Shanna Solomon, County Auditor

Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Below, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any MARION County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements. <http://www.ethics.state.tx.us/forms/conflicts>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the MARION County Auditor with the BID return. Please see contact information below.

MARION County Clerk

MARION County
102 W Austin, Room 206
Jefferson, TX 75657
Ph; 903-665-3971

MARION County Auditor

Email: ssolomon@co.marion.tx.us
Ph: 903-665-7240
Fx: 903-665-8732

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the Respondent or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of MARION County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.

MARION County Auditor

Shanna Solomon

102 W Austin, Room 102, Jefferson, TX 75657

Phone (903) 665-7240 Fax (903) 665-8732 email: ssolomon@co.marion.tx.us

January 30, 2023

To: Jefferson Jimplecute

From: Shanna Solomon,

Subject: Advertisement BID#2023-01 Modernization of Annex & Jail Elevators at the MARION County Courthouse Annex Building

Please run the following ad on Friday, Feb 9, 2023 and Friday, Feb 16, 2023 in the Jefferson Jimplecute

PUBLIC NOTICE

Sealed Bids will be received by the County Auditor Shanna Solomon at 102 W Austin, Room 102, Jefferson, TX 75657, until Friday, Feb 24, 2023 by 2:00 PM for BID No. 2023-01 Modernization of Annex & Jail Elevators at the MARION County Courthouse Annex & Jail buildings for MARION County, Texas under the Marion County American Rescue Plan Act Funding. Late Bids will not be accepted. Specifications will be available on Tuesday, January 31, 2023 by visiting www.co.MARION.tx.us under the Public Notices & News tab, bid web page, or request by e-mail ssolomon@co.marion.tx.us or by calling (903)-665-7240. Payment will be made after items have been received in accordance with award. MARION County reserves the right to accept or reject in whole or in part any Bid received and to waive any irregularities or formalities in the best interest of MARION County.

Bids may be held by the County Auditor for a period not to exceed 60 days from the date of bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

All contractors and/or subcontractors who are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

"General Decision Number: TX20230168 01/06/2023

Superseded General Decision Number: TX20220168

State: Texas

Construction Type: Building

County: Marion County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/06/2023

ASBE0021-002 08/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 25.87	7.23

BOIL0587-003 01/01/2021

	Rates	Fringes
Boilermaker.....	\$ 29.47	24.10

IRON0084-010 06/01/2022

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.76	7.88

LABO0154-022 05/01/2008

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 14.25 **	2.90

SUTX2009-055 04/20/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Acoustical Ceiling Installation, and Hardwood Floor Installation.....	\$ 14.30 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.29 **	0.00
ELECTRICIAN.....	\$ 18.06	4.87
IRONWORKER, STRUCTURAL.....	\$ 15.48 **	0.00
LABORER: Common or General.....	\$ 9.73 **	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50 **	0.22
LABORER: Mason Tender - Brick...	\$ 12.02 **	0.00
LABORER: Mortar Mixer.....	\$ 12.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 11.00 **	0.00
OPERATOR: Bulldozer.....	\$ 13.00 **	0.31
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58 **	0.00
OPERATOR: Loader (Front End)....	\$ 10.54 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 13.50 **	0.00

PLUMBER.....	\$ 20.38	4.74
ROOFER.....	\$ 13.64 **	1.80
SHEET METAL WORKER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00 **	0.00
TRUCK DRIVER.....	\$ 12.52 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

TERMS, RIGHTS AND DUTIES

PART I - SERVICES AND CONDITIONS

- 1.1 Subject to the provisions hereof, COUNTY agrees to accept and administer the Texas Community Development Block Grant Program grant funds described herein.
- 1.2 WSC agrees to furnish all local matching funds for payment of any approved cost overruns, should they occur, during construction of the improvements described in the 2023/2024 TxCDBG Grant Application.
- 1.3 COUNTY further agrees to enter into the following contracts:
 - 1.3.1 Grant Contract with the Texas Department of Agriculture (an agency of the State of Texas) which governs the provision of the TxCDBG grant funds for the construction of project activities as described in the 2023/2024 TxCDBG grant application; and,
 - 1.3.2 Contract with a grant consulting firm, for the provision of necessary and related grant management services. Compensation for grant management services shall not exceed the budget established in the grant application without a corresponding increase in WSC's cash contribution; and,
 - 1.3.3 Contract with a consulting engineer for the provision of necessary and related engineering services. Compensation for engineering services shall not exceed the budget established in multi-jurisdictional grant application without a corresponding increase in WSC's cash contribution.
 - 1.3.4. Construction Contract for Water Improvements as necessary for the project's completion.
- 1.4 WSC and COUNTY shall be given an opportunity to review and approve all construction plans and specifications prior to advertisement for bids.
- 1.5 COUNTY authorizes WSC to accept and review proposals and statements of qualifications for professional services and bids of materials and/or construction contracts.
- 1.6 COUNTY shall not authorize and award a contract or Change Order without the approval of WSC. Construction Contract amount(s) shall in no event exceed the amounts established in Table 1 of grant application without approval of WSC.
- 1.7 COUNTY further agrees to administer said grant funds, pursuant to the terms and conditions expressed in TxCDBG Grant Contract, and the rules and regulations pertaining thereto.
- 1.8 To minimize unnecessary project costs, COUNTY agrees to permit construction of water improvements within existing rights-of-way of County roads, if applicable at no additional cost to the project.
- 1.9 WSC agrees to accept, upon completion of construction, ownership and operation of the water improvements constructed.
- 1.10 In addition to the cash contribution to the Project discussed above, WSC agrees to bear the incidental costs required for the publication of required public notices, including but not limited to: Floodplain Early Notice (if applicable), Floodplain Final Notice (if applicable), Notice of Finding of No Significant Impact and Notice of Request For The Release of Funds, Public Fair Housing and Equal Opportunity Notice, Two (2) Advertisements for Materials and/or Construction Bids, and the Project Close-out Public Hearing Notice.

1.11 The parties hereto agree that certain financial obligations, responsibilities, and liabilities may be incurred by WSC, and are the responsibility of WSC, pursuant to the entering into of the abovementioned contracts and the administration of said grant funds.

1.12 WSC hereby agrees that it will completely indemnify and hold harmless COUNTY from any and all claims, of whatever kind, and from any and all financial obligations or claimed obligations relating to said grants funds or related to the agreements listed above of this Memorandum of Understanding, insofar as any such claim or obligation cannot be paid out of grant funds.

PART II - TERM

The term of this Memorandum of Understanding shall commence on the effective date of COUNTY's acceptance of a fully executed 2023 or 2024 TxCDBG contract with the Texas Department of Agriculture, and continue in full force and effect through the extinguishing of any and all claims, obligations, or responsibilities, of whatever kind, relating to the administering of said grant funds or the agreements listed in Section 1.3.1 through Section 1.3.4 of this Memorandum of Understanding.

PART III - SEVERABILITY

In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be invalid, illegal or unenforceable in any respect, such *invalidation*, illegality or unenforceability shall not affect any other provision hereof and this Memorandum of Understanding shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein.

PART IV - ENTIRETY

This Memorandum of Understanding contains the entire Agreement of the parties. Any prior agreements, promises, negotiations or representations not expressly contained in this Memorandum of Understanding are of no force and effect.

IN WITNESS WHEREOF, WSC and COUNTY enter into this Memorandum of Understanding EFFECTIVE upon execution by all entities.

APPROVED BY Harleton WSC on the ____ day of _____, 202__ and executed by Ronnie Hutchinson, President, as authorized representative of WSC.

ATTEST:

Harleton WSC

BY: _____
_____, President

BY: _____
Pat McGill, General Manager

APPROVED BY Marion County on the _____ day of _____, 202__ and executed by Leward LaFleur, County Judge, as authorized representative of COUNTY.

ATTEST:

Marion County

BY: _____
Kim Wise, County Clerk

BY: _____
Leward J. LaFleur, County Judge

Marion County
12/31/2022
Year end line item transfers

<u>Dept</u> <u>General</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
Auditor	10.519.4278	employee benefits	3000	
	10.519.4298	official benefits		3000
maintenance	10.535.4278	so employee benefits		7500
	10.525.4581	outlay	7500	
sheriff	10.535.4107	overtime		950
	10.535.4338	prisoner care		5000
	10.535.4426	travel		
	10.535.4422	communications	2500	
	10.535.4452	maint agreements	2500	
	10.535.4106	extra help	950	
			5950	5950
election	10.671.4440	utilities	200	
	10.671.4462	publications		200
non-departmental	10.695.4486	victim of crime		1100
	10.695.4498	autopsies	1000	
	10.695.4499	miscellaneous	100	
			1100	1100
Transfer To:	10.535.4102	so employee salary		20000
	10.695.4475	juvenile probation		2254
	10.780.4734	transfer to technology	20000	
	10.780.4781	transfer to grant	2254	

Marion County
12/31/2022
Year end line item transfers

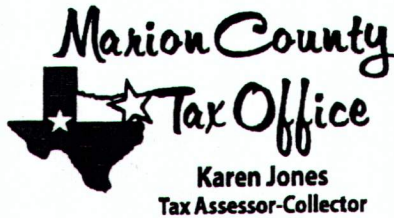
<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
Jury Fund	11.695.4301	supplies	800	
	11.695.4470	jurors		800
Road & Bridge pct 3	15.623.4301	supplies		3000
	15.780.4726	transfer to self insurance	3000	
Self Insurance	26.390.3910	transfer from general		53858
	26.390.3915	transfer from r/b	53858	
ARP	33.695.4303	rev loss hvac	45000	
	33.695.4338	rev loss parking lot	75000	
	33.695.4499	admin	10000	
	33.695.4581	rev loss trucks	90000	
	33.722.4499	broadband		220000
Technology Fund	34.501.4581	admin outlay		3500
	34.551.4301	vso supplies	500	
	34.535.4301	sheriff supplies	2500	
	34.669.4301	supplies	500	
			<u>3500</u>	<u>3500</u>
Airport fund	39.683.4351	fuel		300
	39.683.4440	utilities	300	
			<u>300</u>	<u>300</u>

Marion County
12/31/2022
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>
Budget Amendments				
self insurance	26.390.3915	transfer from	3000	
	26.623.4499	pct 3 misc	3000	
technology	34.390.3910	transfer from gen	20000	
	34.501.4581	judge outlay	20000	

Marion County
12/31/2022
Year end line item transfers

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr Increase</u>	<u>dr Decrease</u>
Journal Entry to transfer funds				
			DR	CR
	15.000.1011	cash		3000
	15.780.4726	transfer to self ins	3000	
	26.000.1011	cash	3000	
	26.390.3915	transfer from r/b		3000
	10.000.1011	cash		20000
	10.780.4734	transfer to technology	20000	
	34.390.3910	transfer from general		20000
	34.000.1011	cash	20000	
	10.000.1011	cash		2254
	10.780.4781	transfer to egrant	2254	
	82.000.1011	cash	2254	
	82.390.3910	transfer from general		2254



Karen G. Jones, PCC
Tax Assessor-Collector and County Elections Officer
P.O. Box 907
119 W Lafayette Street
Jefferson, TX 75657
Phone: (903)665-3281 Fax: (903)665-3132
email: karen.jones@co.marion.tx.us

CERTIFICATION OF LOCAL OPTION ELECTION PETITION

A Petition for a Local Option Election to Legalize "the legal sale of all alcoholic beverages including mixed beverages" in Justice of the Peace Precinct No. 1 was issued on June 10, 2022 and was filed in the office of the County Elections Officer on August 3, 2022.

Pursuant to Section 501.032(a) of the Texas Election Code, a petition requesting a Local Option Election must contain signatures from 35 percent of the registered voters in the political subdivision who voted for governor in the most recent gubernatorial election. For this petition, 35% of the 2,594 persons who voted in the 2018 Gubernatorial Election would equal to **908** signatures.

Once the petition is filed, the Commissioners' Court must wait 30 days before taking action.

If the petition contains the required number of signatures, the Commissioners Court shall accept the petition and order a local option election to be held on the next uniform election date.

If the petition does not contain the required number of valid signatures, the Commissioners Court shall declare the petition is not valid, and no election will be ordered.

In accordance with Section 501.032 of the Texas Election Code, I hereby certify that the number of **valid** signatures on said Petition is **922** which is **14** signatures more than the required **908** signatures; and that the number of signatures is sufficient for the Commissioners Court to order an election on this issue.

Signed this 26th day of January, 2023 for submission on the Agenda of the January 30, 2023 Commissioners Court regular session.

Karen G. Jones, PCC, CTO, PCAC



"Making a difference in the eyes of the people we serve!"

ORDER TO ACCEPT PETITION

A Petition for a Local Option Election to Legalize "the legal sale of all alcoholic beverages including mixed beverages" in Justice of the Peace Precinct No. 1 was issued on June 10, 2022 and was filed in the office of the County Elections Officer on August 3, 2022.

Pursuant to Section 501.032(a) of the Texas Election Code, a petition requesting a Local Option Election must contain signatures from 35 percent of the registered voters in the political subdivision who voted for governor in the most recent gubernatorial election. For this petition, 35% of the 2,594 persons who voted in the 2018 Gubernatorial Election would equal to **908** signatures.

Once the petition is filed, the Commissioners' Court must wait 30 days before taking action.

If the petition contains the required number of signatures, the Commissioners Court shall accept the petition and order a local option election to be held on the next uniform election date.

If the petition does not contain the required number of valid signatures, the Commissioners Court shall declare the petition is not valid, and no election will be ordered.

According to the "Certification of Signatures" submitted by the Voter Registrar/County Elections Officer, the number of **valid** signatures on said petition is **922** which is **14** signatures more than the required **908** signatures, making the number of signature sufficient for Commissioners Court to order an election on this issue.

Therefore, it is the action of the Marion County Commissioners' Court to accept the petition, and election will be ordered.

A copy of the petition and a copy of the Certification of Signatures will be recorded with this order.

Signed this 30th day of January, 2023.

MARION COUNTY COMMISSIONERS COURT

Leward J. LaFleur
County Judge

Jacob Pattison
Commissioner, Precinct 2

Gered Lee
Commissioner, Precinct 4

J.R. Ashley
Commissioner, Precinct 1

Ralph Meisenheimer
Commissioner, Precinct 3

ATTEST:

Kim Wise
County Clerk

**ORDER OF SPECIAL ELECTION
ORDEN DE ELECCIÓN ESPECIAL**

(For Governor-Ordered or County-Ordered Measure Elections)
(Para órdenes de gobernador u ordenes de condado sobre elecciones medidas)

An election is hereby ordered to be held on 05/06/2023 for the purpose of voting on:

Por la presente se ordena celebrar una elección el 05/06/2023 con el propósito de votar sobre.)

List Offices/Propositions/Measures on the ballot (Enúmere los puestos/proposiciones/medidas oficiales en la boleta)

LOCAL OPTION LIQUOR ELECTION, JUSTICE OF THE PEACE PRECINCT NO. 1

Early voting by personal appearance will be conducted each weekday at:
(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)
The Early Voting Location (sitio principal de votación adelantada)

Marion County Election Building (Edificio electoral del condado de Marion)
504 N. Alley Street (Calle Callejón 504 N.)
Jefferson, TX 75657

DATES (FECHAS)	TIMES (VECES)
Monday, April 24, 2023 (lunes, 24 de abril de 2023)	8:00 am – 5:00 pm
Tuesday, April 25, 2023 (martes, 25 de abril de 2023)	8:00 am – 5:00 pm
Wednesday, April 26, 2023 (miércoles, 26 de abril de 2023)	8:00 am – 5:00 pm
Thursday, April 27, 2023 (jueves, 27 de abril de 2023)	8:00 am – 5:00 pm
Friday, April 28, 2023 (viernes, 28 de abril de 2023)	8:00 am – 5:00 pm
Monday, May 1, 2023 (lunes, 1 de mayo de 2023)	8:00 am – 5:00 pm
Tuesday, May 2, 2023 (martes, 2 de mayo de 2023)	8:00 am – 5:00 pm

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Karen G. Jones, Early Voting Clerk
(Karen G. Jones, Secretario de Votación Anticipada)
119 W. Lafayette
Jefferson, TX 75657
karen.jones@co.marion.tx.us
www.co.marion.tx.us/page/marion.elections

Applications for Ballots by Mail (ABBMs) must be received no later than the close of business on: (Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)

Tuesday, April 25, 2023 (martes, 25 de abril de 2023)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on: (La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:)

Tuesday, April 25, 2023 (martes, 25 de abril de 2023)

Issued this _____ day of _____, 20 _____.
(Emitida este día _____ de _____, 20 _____.)

Signature of County Judge
(Firma del Juez del Condado)

Signature of Commissioner
(Firma del Comisionado)

Signature of Commissioner
(Firma del Comisionado)

Signature of Commissioner
(Firma del Comisionado)

Signature of Commissioner
(Firma del Comisionado)

2023 JOINT CONTRACT/AGREEMENT FOR ELECTION SERVICES

WHEREAS, Jefferson Independent School District, the City of Jefferson and the County of Marion will hold elections on May 6, 2023; and

WHEREAS, the County Election Office, Karen G. Jones, PCC, CTOP, PCAC, will administer and conduct each entities election occurring on the May Uniform Election date as authorized under Sec. 31.092 of the Texas Election Code and Sec. 271.002 of the Texas Election Code; and

WHEREAS, each entity and the County desire to enter into a Joint Contract for Election Services for the purpose of promoting economy and efficiency in the administration and conduct of the respective elections;

NOW THEREFORE, in consideration of the joint agreement set forth below, the participating entities and the County agree as follows:

- a. Prepare equipment for election and deliver equipment to polling places for early voting and election day;
- b. Test equipment and publish notice of public test in newspaper;
- c. Tabulating votes; reports will be made available to the entity once tabulation is completed. Provisional ballots received on Election Day will be tabulated after election night in accordance with the law;
- d. Provide workers for the Early Voting Ballot Board;
- e. Provide workers for Early Voting and Election Day;
- f. Provide training for presiding judges, alternate judges, clerks and early voting deputies;
- g. Provide V Drives for the Controllers, Scans, Duos and
- h. Provide Entity with final cost invoice within 30 days of election date.

The School District and the City shall be responsible for the following:
(Any and all fees incurred on the entity's behalf, County will seek reimbursement of same)

- a. Pay Hart InterCivic for any/all invoices incurred on your behalf for programming the V Drives and ballot to be sent by mail. Hart Intercivic will bill Entity direct;
- b. Reimburse the County for cost of your voting supply kits;
- c. Reimburse the County for your portion of the cost for polling place rental;
- d. Pay for your portion of publishing notice of public test;
- e. Pay for administration fees, central counting station staff (deputy clerks), technical costs, tabulation cost and any cost incurred on your behalf during said election from County Election's Officer's staff members;
- f. Reimburse the County your portion for Election Worker pay;

APPROVED BY THE JEFFERSON INDEPENDENT SCHOOL DISTRICT in its meeting

on _____ day of _____, 2023

Leah Cooper, Board President

Jason Bonner, Board VP

Kevin Godfrey, Board Secretary

Tolesia Smith-Davis, Board Member

Michael Williams, Board Member

Kirstin Johnson, Board Member

Joey Romano, Board Member

Michael Walker, Superintendent

APPROVED BY THE CITY OF JEFFERSON in its meeting held on the _____ day
of _____, 2023

Rob Baker, Mayor

Hollis Shadden, Ward 1

James Finstrom, Ward 1

Richard Turner, New W 1, Old W 3

Will Thomas, Ward 2

April Taylor Johnson, Ward 3

Attest:

Robin Moore, New W 3, Old W 2

Melissa Boyd, City Secretary

EXHIBIT A

ESTIMATED ELECTION COSTS FOR MAY, 2023

Election Day Judges, workers	\$12,000.00
Building Rentals	\$ 400.00
*Publishing Notice of Test	\$ 250.00
Programming/Audio/Coding by Hart	Billed by Hart (TBD)
Postage	\$ 600.00
MiFi's	\$ 450.00
	SUBTOTAL
	\$13,700.00
Each entity will be responsible for 1/3 of above total	\$ 4,566.67
Plus:	
Fee for use of electronic voting equipment, maintenance, Support , technical administration, tabulation	\$ 1,600.00
**Administrative Fee (10% of Total Cost/\$75.00 minimum)	\$ 616.67
Estimated total due from each entity	\$ 6,783.34

*Required per Election Code 129.023

**Pursuant to Election Code 31.100

ELECTION RESULTS RELEASE

After election results are tallied, the media and/or public frequently contact the Marion County Elections Officer for results. Please indicate whether the Marion County Elections Officer is authorized to release the election results by placing your initials on the appropriate line.

_____ The **Marion County Elections Officer** is hereby authorized to release all election results to the media and/or public on completion of tally.

OR

_____ The **Marion County Elections Officer** is not authorized to release the **City of Jefferson** election results. All requests for results need to be directed to _____ at _____.

After election results are tallied, the media and/or public frequently contact the Marion County Elections Officer for results. Please indicate whether the Marion County Elections Officer is authorized to release the election results by placing your initials on the appropriate line.

_____ The **Marion County Elections Officer** is hereby authorized to release all election results to the media and/or public on completion of tally.

OR

_____ The **Marion County Elections Officer** is not authorized to release the **Jefferson Independent School District** election results. All requests for results need to be directed to _____ at _____.

MAY 6, 2023

JOINT UNIFORM ELECTION DATES AND HOURS

EARLY VOTING

DATES	TIMES
Monday, April 24, 2023	8:00 am – 5:00 pm
Tuesday, April 25, 2023	8:00 am – 5:00 pm
Wednesday, April 26, 2023	8:00 am – 5:00 pm
Thursday, April 27, 2023	8:00 am – 5:00 pm
Friday, April 28, 2023	8:00 am – 5:00 pm
Monday, May 1, 2023	8:00 am – 5:00 pm
Tuesday, May 2, 2023	8:00 am – 5:00 pm

EARLY VOTING LOCATION BY PERSONAL APPEARANCE:

Marion County Election Building
504 N. Alley Street
Jefferson, TX 75657

FIRST DAY TO APPLY FOR A BALLOT BY MAIL (ABBM) OR FEDERAL POST CARD APPLICATION (FPCA):

Saturday, January 1, 2023 *

*First day to file does not move because of New Year's Day holiday.

LAST DAY TO APPLY FOR A BALLOT BY MAIL (RECEIVED, NOT POSTMARKED)

Tuesday, April 25, 2023

EARLY VOTING CLERK AND ADDRESS:

Karen G. Jones
Marion County Elections Officer
119 W. Lafayette
P.O. Box 907
Jefferson, TX 75657
(903)665-3281 option 3
(903)665-3132 Fax
Karen.jones@co.marion.tx.us

COUNTYWIDE POLLING LOCATIONS FOR MAY 6, 2023 UNIFORM ELECTION

NAME OF BOX	LOCATION
MIMS VFD	MIMS VFD 9902 FM 729 AVINGER, TX 75630
KELLYVILLE	KELLYVILLE SR CITIZEN BLDG 130 KELLY PARK RD JEFFERSON, TX 75657
JEFFERSON	MARION COUNTY ELECTIONS BLDG 504 N ALLEY JEFFERSON, TX 75657
SMITHLAND	SMITHLAND VFD-COMMUNITY MEETING ROOM 8247 STATE 49 E JEFFERSON, TX 75657
LODWICK/JACKSON	LONE OAK BAPTIST CHURCH FELLOWSHIP HALL 120 WATTS ROAD JEFFERSON, TX 75657
EARLY VOTING	MARION COUNTY ELECTION BLDG 504 N ALLEY JEFFERSON, TX 75657