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Hon. Leward J. LaFleur


Marion County Judge

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

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 **26th June, 2023 at 9:00 a.m.** in the County Courthouse, County/ District Courtroom, 102 W. Austin 3rd Floor, Jefferson, TX and that the following subjects will be discussed:

1. Consent agenda:
 - a. Consider approval of minutes – June 12, 2023, June 25, 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. County Auditor to make financial report
 - e. Consider approval of bonds: Toni Woods, Deputy District Clerk
2. Enter into Executive Session regarding County of Marion v Purdue Pharma Inc, et al, MDL Master Cause No 2018-63587, in the 152nd District Court of Harris County, Texas.
3. Consider for approval, authorizing County Judge to sign necessary documents relating to latest settlement agreement in the proposed Texas Statewide Opioid Settlement Agreement In Re: Texas Opioid Litigation, MDL no. 2018-63587.
4. Consider for approval an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect unpaid fees and fines due Marion County and authorizing the execution of such agreement and Resolution, as set out in the Notice of Public Meeting.
5. Consider for approval cancellation notice to i3-Bearcat, LLC (dba Graves Humphries & Stahl LTD) for court collection services contract, signed July 2021, effective as of September 30, 2023.
6. Discuss and consider for approval any matter concerning the June 14, 2023 disaster declaration.


Leward J. LaFleur
County Judge
Marion County, Texas

RECORDED FOR RECORD
23 JUN 21 PM 2:32
KIMBERLY WISE
CO. CLERK, MARION CO.
BY ASIBERT DEPUTY

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH FOR DEPUTY DISTRICT CLERK

THE STATE OF TEXAS

County of Marion County

Bond No. 100110677

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Toni Woods, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Governor of the State of Texas for the use and benefit of the District Clerk of the County of Marion County his/her successors in office, in the sum of Thirty Thousand Dollars (\$30,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 1st day of June, 2023, duly Appointed to the office of Deputy District Clerk in and for Marion County County in the State of Texas, for a term commencing on the 1st day of June, 2023, and expiring on the 1st day of June, 2024.

Now, therefore, if the said Principal shall faithfully perform the duties of the office, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 1st day of June, 2023.

Toni Woods Principal

By: [Signature]

Merchants Bonding Company (Mutual)

By: Missy Baldwin, POA Missy Baldwin Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Marion

Before me, Susan Anderson, Marion Co. District Clerk, on this day personally appeared Toni Woods known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Jefferson, Texas this 8th day of June, 2023.

[Signature] Susan Anderson, Marion County District Clerk [Signature] County, Texas.

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

JUNE 12, 2023

The Commissioners' Court of Marion County met in Regular Session at 9:00 a.m. on JUNE 12, 2023. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JACOB PATTISON, COMMISSIONER, PRECINCT #2
RALPH MEISENHEIMER, COMMISSIONER, PRECINCT # 3
GERED R. LEE, COMMISSIONER, PRECINCT#4

ITEM NO. 1

CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF MEETING ON MAY 30, 2023
- b. ORDER APPROVING REPORTS OF COUNTY OFFICIALS

District Clerk	April	2023
J.P. Pct. #1	April	2023
Sheriff	May	2023
J.P. Pct. #2	May	2023
County Clerk	May	2023
J.P. Pct. #1	May	2023
Treasurer	January – March	2023
Treasurer	1 st Qtr. Investments	2023

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

Motion by Ashley, seconded by Lee to accept the consent agenda as presented. All members present voted Aye. Motion carried 4-0.

ITEM NO. 2

ORDER APPROVING PAYROLL FROM MAY 1-15, 2023 AND MAY 16-31, 2023 AS PRESENTED BY OUR TREASURER MRS. B.J. WESTBROOK.

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

See Exhibit "A" attached

ITEM NO. 3

ORDER APPROVING APPRAISAL DISTRICT 2024 BUDGET.

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

See Exhibit "B" attached

ITEM NO. 4

ORDER FOR APPROVAL MOVING MONDAY, JULY 17TH BUDGET MEETING TO FRIDAY, JULY 14TH, 2023 FOR THE NORTH AND EAST TEXAS COUNTY JUDGE AND COMMISSIONER'S ASSOCIATION CONFERENCE.

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

ITEM NO. 5

ORDER APPROVING AVENUE ENTERPRISE SOLUTION, LLC AGREEMENT FOR APPLICATION HOSTING TECHNOLOGY SUPPORT SERVICES AMENDMENT NO. 1 THRU AUGUST 2026 FOR FINANCIAL SOFTWARE, AUTHORIZING THE COUNTY JUDGE TO SIGN.

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

See Exhibit "C" attached

ITEM NO. 6

ORDER TO RETAIN MEMBERSHIP TO THE BOARD AND THAT WE ADD COMMISSIONER MEISENHEIMER, THE APPOINTMENT OF TWO MEMBERS TO THE EAST TEXAS HOUSING FINANCE CORPORATION BOARD OF DIRECTORS FOR A 6 YEAR TERM.

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

See Exhibit "D" attached

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present said Aye. Motion carried 4-0. Meeting adjourned at 9:16 a.m.

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

I attest to the accuracy of
the foregoing minutes.

COUNTY CLERK

COUNTY JUDGE

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

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

JUNE 25, 2023

The Commissioners' Court of Marion County met in Emergency Special Session at 2:00 p.m. on June 20, 2023. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JACOB PATTISON, COMMISSIONER, PRECINCT #2
RALPH MEISENHEIMER, COMMISSIONER, PRECINCT # 3
GERED R. LEE, COMMISSIONER, PRECINCT#4

ITEM NO. 1

ORDER TO EXTEND THIS DISASTER DECLARATION AS JUDGE OR UNTIL THE COURT SEES FIT TO STOP IT.

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

ITEM NO. 2

ORDER TO KEEP THE DUMPS OPEN AS EMPLOYEES ARE AVAILABLE.

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

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 2:29 p.m.

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

I attest to the accuracy of
the foregoing minutes.

COUNTY CLERK

COUNTY JUDGE

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

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF Marion

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between Marion County, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and Fees are subject to this AGREEMENT pursuant to the terms of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003].

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than weekly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3 *Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder:

(a) Thirty percent (30%) percent, pursuant to Article 103.0031(b), Texas Code of Criminal Procedure, of all the fines and fees subject to the terms of this AGREEMENT that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed after June 18, 2003.

(b) All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4 *Intellectual Property Rights*

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and

database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective October 1, 2023 (the "Effective Date") and shall expire on September 30, 2028 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7 *Miscellaneous*

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of CMS
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Marion County
Attn: Office of the County Judge
102 W Austin, Room 205
Jefferson, Texas 75657

7.06. Compliance with Tx. Govt. Code §2271.002. In order to comply with Tx. Govt. Code §2271.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

7.07 Compliance with Tx. Govt. Code §2252.151- .154. In order to comply with Tx. Govt. Code §2252.152, the Firm verifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

7.08 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

7.09 Compliance with Tx. Govt. Code §2274.001 - .002. In order to comply with Tx. Govt. Code §2274.002, the Firm verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

EXECUTED ON the 26th day of June, 2023.

Marion County

By: _____
Leward J. LaFleur, County Judge

Linebarger Goggan Blair & Sampson, LLP

By: _____
Staci Killingsworth, Partner
For the FIRM