

102 West Austin Street, Suite 205
Jefferson, Texas 75657



FILED FOR RECORD

24 FEB 22 PM 1:12

(903) 665-3261

Fax (903) 665-8732

Hon. Leward J. LaFleur

Marion County Judge *KW* DEPUTY

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 February, 2024 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:

Prayer

Pledges of the American and Texas Flag

1. **Consent agenda:**
 - a. **Consider approval of minutes – February 12, 2024**
 - b. **Court to examine all accounts and reports relating to finances of County**
 - c. **Court to audit and settle all accounts against County and direct their payment**
 - d. **County Auditor to make financial report**
2. **Consider for approval and enter into minutes Billie Jo Westbrook, County Treasurer, 2023 Continuing Education Certificate of Completion.**
3. **Consider for approval Texas Association of Counties Health and Employee Benefits Pool Affordable Care Act Reporting and Tracking Service (ARTS) Renewal.**
4. **Consider for approval updated Interlocal Cooperation Contract Failure to Appear Program for Justices of Peace.**
5. **Consider for approval Public Official and Law Enforcement Liability Renewal Questionnaire through TAC Risk Management Pool.**
6. **Consider for approval Additional Final FY2023 budget amendment/transfers as presented by County Auditor.**
7. **Consider and take necessary action on County Road Map System concerning Foster Road in Marion County Precinct 2.**
8. **Discuss and take necessary action on Friends of Jefferson Animals.**
9. **Discuss and take necessary action on cameras for the Kellyville Community Center.**

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

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

FEBRUARY 26, 2024

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on February 26, 2024. 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 FEBRUARY 12, 2024
- b. ORDER TO EXAMINE ALL ACCOUNTS AND REPORTS RELATING TO FINANCES OF THE COUNTY
- c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT
- e. ORDER TO APPROVE COUNTY AUDITOR FINANCIAL REPORT

Motion by Ashley, seconded by Meisenheimer to approve the consent agenda including the manual check of \$13,605.00 as presented by B.J. All members present voted Aye. Motion carried 4-0.

See Exhibit "A" attached

ITEM NO. 2

ENTER INTO THE MINUTES BILLIE JO WESTBROOK, COUNTY TREASURER, 2023 CONTINUING EDUCATION CERTIFICATE OF COMPLETION

No action needed, just enter into the minutes.

See Exhibit "B" attached

ITEM NO. 3**ORDER TO APPROVE TEXAS ASSOCIATION OF COUNTIES HEALTH AND
EMPLOYEE BENEFITS POOL AFFORDABLE CARE ACT REPORTING AND
TRACKING SERVICE RENEWAL AND APPROVE OUR COUNTY JUDGE TO SIGN**

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

See Exhibit "C" attached

ITEM NO. 4**ORDER TO APPROVE THE UPDATED INTERLOCAL COOPERATION CONTRACT
FAILURE TO APPEAR PROGRAM FOR JUSTICE OF PEACE AND AUTHORIZE
THE COUNTY JUDGE TO SIGN**

Presentation via zoom. No action taken.

See Exhibit "D" attached

ITEM NO. 5**ORDER TO APPROVE PUBLIC OFFICIAL AND LAW ENFORCEMENT LIABILITY
RENEWAL QUESTIONNAIRE THROUGH TAC RISK MANAGEMENT POOL**

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

See Exhibit "E" attached

ITEM NO. 6**ORDER TO APPROVE ADDITIONAL FINAL FY2023 BUDGET
AMENDMENT/TRANSFERS AS PRESENTED BY COUNTY AUDITOR**

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

See Exhibit "F" attached

ITEM NO. 7

**ORDER TO ADD FOSTER ROAD TO THE COUNTY ROAD MAP INDEX
CONCERNING THE BOLDED FOSTER ROAD ON THE MAP**

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

See Exhibit "G" attached

ITEM NO. 8

**ORDER TO APPROVE THE COUNTY TO ABSORB ANY GRANT FUNDING MATCH
UP TO 10,000 WITHOUT A MEETING.**

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

See Exhibit "H" attached

ITEM NO. 9

**DISCUSS AND TAKE NECESSARY ACTION ON CAMERAS FOR KELLYVILLE
COMMUNITY CENTER**

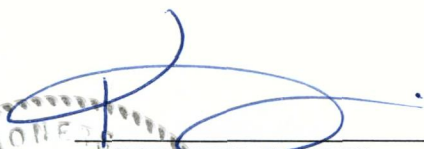
Tabled

ORDER TO ADJOURN

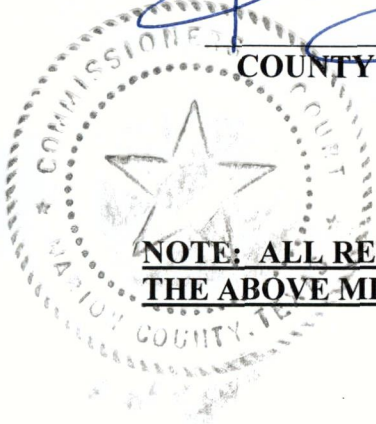
Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 9:23 a.m.

**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**

Exhibit "A"

COUNTY OF MARION
102 WEST AUSTIN STREET, ROOM 101
JEFFERSON, TEXAS 75657

88-315
1119

198

NO. 079681

VERABANK
109 E. BROADWAY
JEFFERSON, TEXAS 75657

DATE CHECK NO. AMOUNT
02/26/2024 79681 \$13,605.00

Thirteen Thousand Six Hundred Five And 00/100.....Dollars

VOID AFTER 90 DAYS

PAY TO THE ORDER OF Jones Custom Fencing
15233 FM 450 N
Diana, TX 75640

COUNTY AUDITOR

COUNTY TREASURER

Vendor .10 Jones Custom Fencing

02/26/2024

Check 79681

Fund & Account	Invoice	Description	Amount
10.539.4348	2/23/24	Front Property Line Fence Install Plugs, Underground Wire From Meter Pole	13, 605.00

Jones Custom Fencing

15233 FM 450 N

Diana, TX 75640

903-720-0768

Invoice

Invoice for

Marion County

Invoice date

2/23/24

Description**Total price**

Front Property Line Fence- Labor and Materials

\$12,000.00

Install plugs and underground wire from meter pole to building- Labor and Materials

\$1,605.00

Notes:

Subtotal \$13,605.00

TOTAL**\$13,605.00**

.10
Account# 10.539.4348
CK#
chain 100225

David E. Pattison

County Treasurers' Association of Texas
2023 Certificate of Compliance
Continuing Education



This Certifies That
Hon. Billie Jo Westbrook
Treasurer
Marion County

Successfully completed the required hours of continuing education that was sponsored or co-sponsored by an accredited public institution of higher education and was approved by the County Treasurers' Association of Texas fully satisfying the County Treasurer continuing education requirements established by section 83.003 of the Texas Local Government Code Continuing Education.

Phin Crowmover

Honorable Karrie Crowmover, President
County Treasurers' Association of Texas

Diana M Spieker

Honorable Diana Spieker, Chair
Certification and Validation Committee



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

February 1, 2024

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

The Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) has begun the renewal process for those counties and districts participating in the Affordable Care Act Reporting and Tracking Service (ARTS). Renewal will enable your entity to produce the forms required by IRS Sections 6055/6056 for calendar year 2024, assuming this reporting continues to be a requirement. Reporting will consist of Form 1095C, which must be provided both to employees and the IRS (plus transmittal Form 1094C, filed with IRS). Current law requires all employers with 50 or more full-time equivalent employees to file these forms. ARTS will provide measurement period tracking for 2024 and beyond (to determine whether an employee must be offered health coverage), as well as affordability testing for groups that require employee contributions toward the cost of their own health coverage.

As your county or district provides health benefits through TAC HEBP, ARTS will continue to be available at NO COST in 2024, assuming program deadlines are met.

Your entity will need to continue sending employee, payroll, and unpaid leave of absence files to TAC HEBP in order to utilize this service for the 2024 reports. **Payroll data must be provided for each payroll cycle. Employee files must be provided, at a minimum, once per quarter. LOA files may be provided if and when applicable.** The information provided will be used to determine:

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

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

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

Enclosed is the **2024 ARTS Renewal Confirmation Program Agreement** on page 1. Please return a signed copy (initials on pages 1 and 2, signature on page 3) to your Employee Benefits Consultant or email to ARTS@county.org no later than **3/31/2024** if your entity wishes to continue its participation in the program. If you have any questions, please contact your Employee Benefits Consultant at (800) 456-5974.



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

ACA Reporting and Tracking Service (ARTS) 2024 Renewal Confirmation Program Agreement HEBP Member: (Pooled Group or ASO)

Program Services

The ARTS program includes the following services:

- *Measurement, Administrative, and Stability Period tracking for 2024 and notification of eligibility for part-time / variable / seasonal employees (can provide tracking back to beginning of Measurement Period if 2023 data was provided by county/district);*
- *Reporting for your county/district regarding the status of potential benefits-eligible employees;*
- *Production of your county/district's 1095C forms, shipped to you for distribution to employees (optional direct mail service for additional fee);*
- *Transmission of your county/district's 1094C and 1095C forms to the IRS.*

Program Requirements

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

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

- 2) Group agrees to pay program fees as described in the **2024 ARTS Fee Schedule** on page 2.

Enrollment and Data Submission Deadlines

- Please refer to the enclosed "2024 Deadlines for ARTS Files" document for details.
- Groups who wish to participate in the ARTS program must return the signed documents to TAC HEBP no later than **March 31, 2024** in order to participate.
- Data file transmission to TAC HEBP must begin no later than August 5, 2024, to avoid late fees, however, **we recommend that you continue sending your files after each payroll or at least monthly** to avoid getting backlogged.

 Initials



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

ACA Reporting and Tracking Service (ARTS) HEBP Member (Fully Insured or ASO) 2024 Fee Schedule for Renewing Participant

1	☒	ARTS Annual Subscription Fee	*\$4.75 / form	Waived
2	☐	Optional Forms Distribution <i>(group chooses to have TAC mail employee forms)</i>	\$ 1.50 / form	If applicable, will be billed in 2025 after forms are produced
3	☐	Late fee for service election form <i>(after 3/31/2024)</i>	\$1,500	
4	☐	Late fee for data submission <i>(after 8/5/2024 and/or 1/10/2025)</i>	\$3,000	If applicable, will be billed in 2025 after forms are produced
		Total Amount Due: (if zero, enter 0.00)	\$ _____	

**Per 1095C form*

Fees subject to change annually

[Signature]
Initials



TEXAS ASSOCIATION of COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

ACA Reporting and Tracking Service (ARTS) Contact Designation Form

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

Name: Leward LaFleur Title: County Judge
Address: 102 W. Austin St. Jefferson, Texas 75657
Phone: 903-665-3261 Fax: 903-665-8732
Email: leward.lafleur@co.marion.tx.us

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

Name: B.J. Westbrook Title: County Treasurer
Mailing Address: 102 W. Austin St., Rm. 101 Jefferson, Texas 75657
Delivery Address (no PO Boxes): Same as Above
Phone: 903-665-2472 HIPAA Secured Fax#: _____
Email: bj.westbrook@co.marion.tx.us

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

terrie.neuville@co.marion.tx.us (Terrie Neuville, Assistant to the Treasurer)

[Signature]
Signature of County Judge or Contracting Authority

2-26-2024
Date

Leward LaFleur, County Judge

Print Name and Title

Payroll Software provider: Avenue Insights & Analytics

Software Version #: _____

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas

County of Marion

I. PARTIES AND AUTHORITY

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

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

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

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

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

IV. PERIOD OF PERFORMANCE

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

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

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

B. Clearance Reports

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

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

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

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

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

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

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

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

E. Non-Waiver of Fees

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

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

F. Litigation Notice

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

VI. DPS's RESPONSIBILITIES

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

VII. PAYMENTS TO VENDOR

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

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

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. **Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. **Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.: <i>Justice Courts</i>	Enforcement & Compliance Service 5805 North Lamar Blvd., Bldg A Austin, Texas 78752-0001 (512) 424-5311 [fax] Driver.Improvement@dps.texas.gov (512) 424-7172
Address: <i>114 W Austin, Room 204</i>	
Address: <i>Jefferson, TX 75657</i>	
Fax: <i>903-601-6014</i>	
Email: <i>jan.weesner@co.marion.tx.us</i>	
Phone: <i>903-6652392</i>	

C. Termination.

Either party may terminate this Contract with 30 days' written notice.

DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

D. Amendments.

This contract may only be amended by mutual written agreement of the Parties.

E. Miscellaneous.

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

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however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

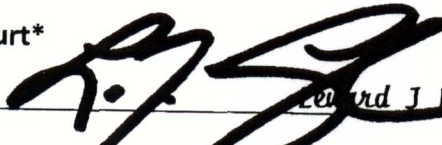
2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

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

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

Court*


Authorized Signatory

Marion County Judge

Title

Date

2-26-2024

Department of Public Safety

DocuSigned by:

Rebekah Hibbs

CF3E570856C24C3

Driver License Division Chief or Designee

OS

RA

3/8/2024

Date

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



STEVEN C. McCRAW
DIRECTOR
WALT GOODSON
FREEMAN F. MARTIN
DWIGHT D. MATHIS
DEPUTY DIRECTORS

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



COMMISSION
STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
LARRY B. LONG
STEVE H. STODGHILL
DALE WAINWRIGHT

January 29, 2024

MARION COUNTY COURT
102 W AUSTIN ST, ROOM 102
JEFFERSON, TX 75657

Noted

Re: Notice of Interlocal Cooperation Contract (ICC) for Failure to Appear (FTA) Program

Dear Court Administrator,

Due to changes occurring in the 88th Legislative Session, the Department revised the FTA contract (ICC). This notice is to inform you of the changes and the need to sign a new contract to continue your participation in the FTA program. You must return the signed contract (ICC) **within 90 days** from the date of this notice to continue participating in the program.

The following changes have been made to the contract (ICC):

- Changes to language and restructuring of the original ICC to provide clarity regarding the specific responsibilities held by each party.
- Inclusion of indigency into the program as mandated by House Bill 291, 88th Legislative Session.
- Language to account for future changes to the current statute, either federal or state, ensuring that the ICC remains in compliance with the latest legal requirements until a revised ICC is available.

It is imperative that all participants in the FTA program adhere to these updated terms to ensure the program's continued effectiveness and compliance with relevant legislation. Submit the completed and signed contract (ICC) by mail, email, or fax. Please ensure you address this attention to FTA Program.

Mailing address:
Enforcement & Compliance Service
5805 North Lamar Blvd, Bldg A,
Austin, TX 78752-0300
E-mail: driver.improvement@dps.texas.gov
Fax: (512) 424-2848

Should you have any questions, please send an email to driver.improvement@dps.texas.gov. Thank you for your immediate attention to this matter.

Regards,
Manager
Enforcement and Compliance Service

Enclosure



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Liability Renewal Questionnaire

Member: Marion County

Coverage Period: June 17, 2024 through June 17, 2025

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

The following coverage is eligible for renewal:

- Public Officials Liability
- Law Enforcement Liability

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

Pool Coordinator

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

Pool Coordinator: Shanna Solomon

Email: ssolomon@co.marion.tx.us

Phone Number: (903) 665-3261

Fax Number: (903) 665-8732

Address: 102 West Austin Street Rm 101

City, State, Zip: Jefferson TX, 75657

Liability Renewal Questions

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

	Total	Airport	Hospital	
Full Time Employees:	61	0	0	Full Time = 35 or more hours per week
Part Time Employees:	20			Part Time = Less than 35 hours per week
Volunteers:	1			Volunteer = Actively serving

Public Officials Liability

Current Public Officials Liability Deductible: \$5,000

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

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Public Officials Liability	☒			\$2,000,000	☐	☐ \$2,000,000 ☐ \$3,000,000
District Attorney	☒		☐ Reject			
District Judge		☐ Add				
Back Wages - Optional Increased Limits (included coverage limit is \$50,000/\$100,000)		☐ Add			☐	☐ \$50,000/\$100,000 ☐ \$100,000/\$250,000 ☐ \$250,000/\$500,000 ☐ \$500,000/\$1,000,000 ☐ \$1,000,000/\$1,000,000

Law Enforcement Liability

Current Law Enforcement Liability Deductible: \$5,000

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

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Law Enforcement Liability	☒			\$2,000,000	☐	☐ \$2,000,000 ☐ \$3,000,000
District Judge	☒		☐ Reject			
District Attorney	☐	☒ Add	☐ Reject			
Unmanned Aircraft		☐ Add				

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

Actively Engaged			Juvenile			Other			Reserves		
Include: sheriff, deputies, armed investigators, armed bailiffs, constables, jail admins, jailers, other front line personnel			Include: probation officers, detention center guards, boot camp instructors			Include: dispatchers, unarmed prosecutors' investigators, jail nurses, cooks, clerical, unarmed bailiffs, other personnel			Include: all reserve and auxiliary officers and employees		
Class A	Full Time:	22	Class B	Full Time:	-	Class C	Full Time:	7	Class D	Full Time:	-
	Part Time:	2		Part Time:	1		Part Time:	-		Part Time:	-

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

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

Name of Law Enforcement Task Force: _____

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

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

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

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

Claim PO20238307-1 District/county attorney named in case w D Miller

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

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

If yes, who operates the Detention Facility? _____

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

General Liability

Professional Liability

Employment Practices Liability

Property (if the County owns the building)

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

Unreported Claims

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

If yes, please describe:

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

Acknowledgement and Acceptance

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

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

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



Edward J. LaFleur, Marion County Judge

Signature of County Judge or presiding official of the Political Subdivision

2-26-24

Date



CERTIFICATE OF COMPLIANCE

This is to certify that the

MARION COUNTY JAIL

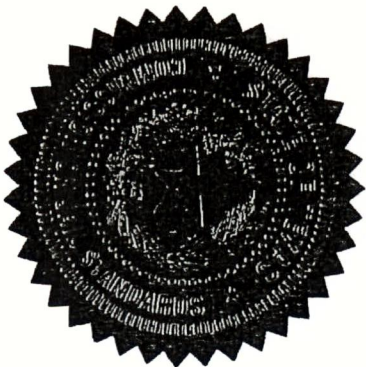
Has been duly inspected on

December 12, 2023

and has been found that date to be in compliance with

Texas Minimum Jail Standards

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




Brandon S. Wood, Executive Director

4. FTA Agreement

The legislature changed some of the wording for FTA collections – mainly to define and include indigency – therefore, the contract had to be updated

Previously signed 3/25/22 – this is a 5 year contract – both JP's have reviewed and are good with it – Attorneys reviewed in 2022 – no changes except new legislation

5. Insurance Renewal

Only change is addition of DA to Law Enforcement coverage – this is a new feature TAC just added

Pricing will come after they review our renewal – past pricing

	A	B	C	D	E	F	G	H
1	Public Official / LE Liability							
2								
3			Public Official		Law Enforcement		Total	
4	2016		\$ 12,223.00		\$ 11,909.00		\$ 24,132.00	
5	2017		\$ 12,152.00		\$ 12,398.00		\$ 24,550.00	
6	2018		\$ 12,628.00		\$ 12,678.00		\$ 25,306.00	
7	2019		\$ 11,805.00		\$ 11,016.00		\$ 22,821.00	
8	2020		\$ 9,687.00		\$ 11,049.00		\$ 20,736.00	
9	2021		\$ 8,892.00		\$ 14,074.00		\$ 22,966.00	
10	2022		\$ 8,908.00		\$ 13,897.00		\$ 22,805.00	
11	2023		\$ 9,044.00		\$ 14,771.00		\$ 23,815.00	
12								
13								

6. This is the last of the adjustments for 2023 – we will close the books after February month end

Exhibit "F"

Marion County
12/31/2023
Year end amendments and 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>
District court	10.507.4278	ct rpt benefits		1300
	10.507.4110	ct rpt salary	8300	
	10.507.4411	public defender		7000
			8300	8300
County Treasurer	10.521.4103	cola stipend		250
	10.521.4301	supplies	250	
maintenance	10.525.4440	utilities	1000	
	10.527.4351	constable 1 fuel		1000
sheriff	10.535.4102	salary employees		4000
	10.535.4278	employee benefits		500
	10.535.4301	supplies		250
	10.535.4371	auto maint	4500	
	10.535.4331	uniforms	250	
			4750	4750
Solid Waste	10.539.4102	salaries pct 2	10	
	10.539.4278	employee benefits		10
Election	10.671.4106	extra help		137
	10.671.4301	supplies	4000	
	10.671.4440	utilities	137	
	10.535.4106	extra help sheriff		2000
	10.535.4338	prisoner care		2000
			4137	4137
non-departmental	10.543.4348	solid waste 3 maint		1695
	10.695.4486	victim of crime	1695	
Technology Fund	34.551.4301	vso supplies	100	
	34.535.4452	sheriff maint		100
kelly park	37.525.4301	supplies		150
	37.525.4440	utilities	150	
Airport	39.683.4348	maint		200
	39.683.4440	utilities	200	

County Maintained Road
Other Road
Grid Line

Marion County, Texas

18

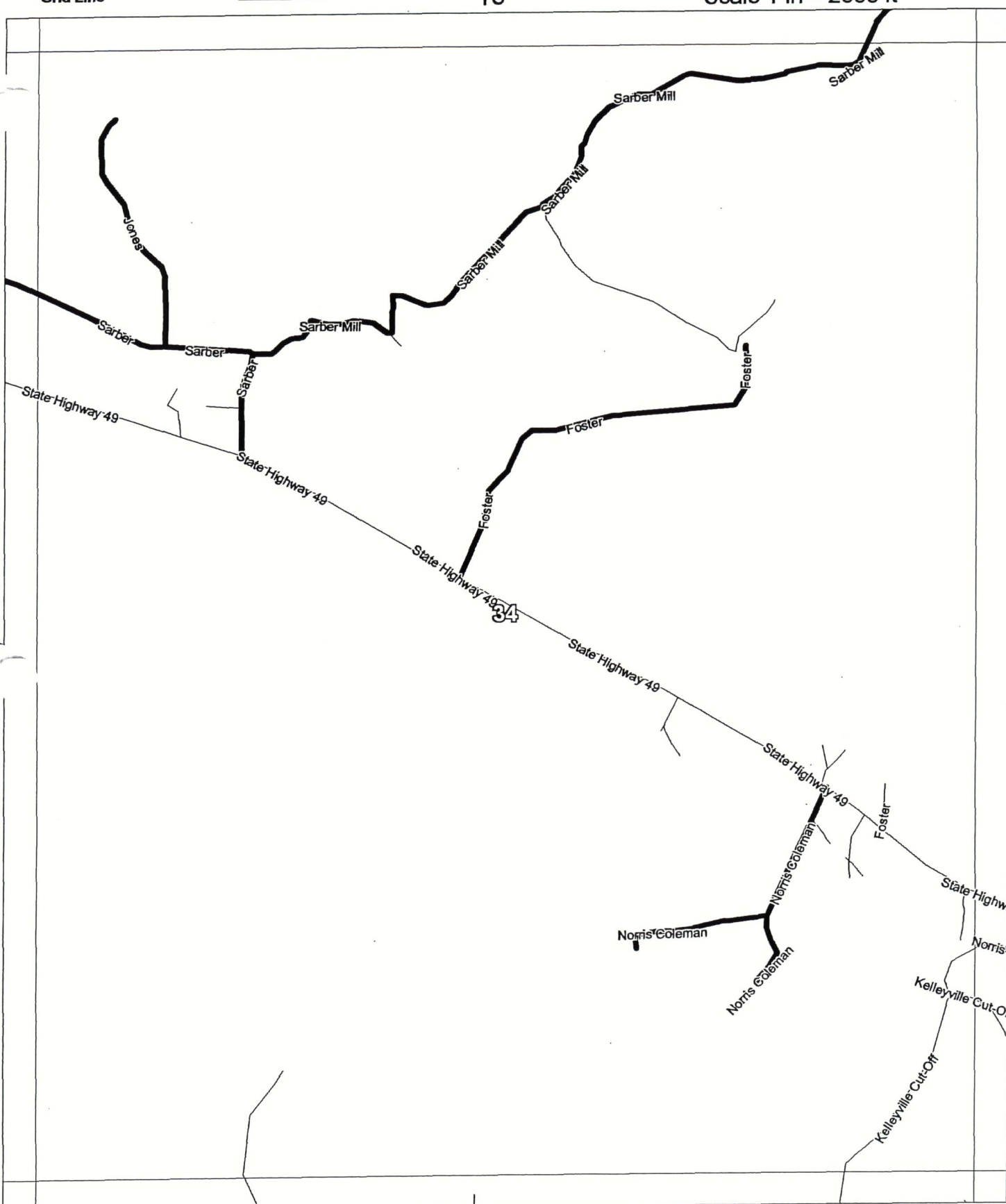
Scale 1 in = 2000 ft

NORTH 221

Exhibit "G"

33

35



49

31-Oct-2006

Map #

34

on, Bass & Assoc.
5 482-0701
R.Bass@Allison-Bass.com

Numbers Along Margins reflect
Page # of Adjacent Map Grids

6/21/2007

Marion County Road Index

5

Road Name / Number

Grid Map Page #

Comments

Durden Rd	31
E. Prospect	20
E. Prospect	21
Eagle Bluff	30
East Lazy	45
Eastern Hill	48
Eastern Hills	48
Easy	30
Easy	20
Easy Dr	20
Eden	23
Edwards	61
El Paso	31
Electra	29
Elizabeth	51
Elm	45
Elm Cut-Off	29
End	51
Espie	44
Fairlane	30
Fairview	30
Ferrils Point	31
Fig	32
Fisher	22
Fisher	21
Flarity	21
Fleetwood	30
Ford	51
Forest Haven	48
Forestridge	48
Forrest	29
Fr Camp	55
Frank	13
Friday	51
Friou	51
Galaxie	29
Gas Plant	37
Gasperson	68
Gasperson	57
Gatlin	60
Gethsemane	42
Gethsemane	41
Gethsemane N	26
Gethsemane N	41
Gethsemane N	25
Gethsemane N Rd 3503	43
Gethsemane N Rd 3503	27
Gilmer	51
Glenview	30
Glenwood	48
Go Cart	14

Sandra Wright

From: John McElfish <john.mcelfish@grantworks.net>
t: Monday, February 19, 2024 10:11 AM
to: Dina Carroll
Cc: Sandra Wright
Subject: Grant Funding, Marion County

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Dina, I hope all is well today. I'm writing to let you know of three separate possible funding sources to assist Marion County with the stray animal issues. Unfortunately, GrantWorks does not administer these programs so I can't be much help with securing the funds. However, there are some definite opportunities here if you've got a little time to explore them.

<https://tnrtexas.com/financial-assistance>

The.Vet@dshs.texas.gov

<https://greatergood.org/good-fix>



Good Fix

Good Fix, a program of Greater Good Charities, saves lives with free spay/neuter services using high-quality, high-volume spay/neuter surgical teams.

greatergood.org

I will, of course, continue to seek funding for Marion County to address these needs. I hope the above sites can offer some help in the meantime.

Happy Hunting! and Have a great day!

John McElfish

John McElfish | Client Services Manager | (903) 258-8054 | john.mcelfish@grantworks.net
GrantWorks | 2201 Northland Drive, Austin, Texas 78756 | www.grantworks.net

BUILDING OUR NATION'S COMMUNITIES. HELP FOR TODAY, HOPE FOR TOMORROW.



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