

102 West Austin Street, Suite 205  
Jefferson, Texas 75657



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

**Hon. Leward J. LaFleur**  
**Marion County Judge**

**Commissioner J.R. Ashley**  
**Commissioner Paul D. Webb**

**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 24<sup>th</sup> February, 2025 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2<sup>nd</sup> 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 10, 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. Peggy Walker to give update on the Marion County Resource Coalition.**
- 3. Enter into minutes Marion County Constable Pct 1 2024 Racial Profiling report.**
- 4. Enter into minutes Marion County Constable Pct 2 2024 Racial Profiling report.**
- 5. Enter into minutes Marion County Sheriff 2024 Racial Profiling report.**
- 6. Consider for approval final budget line-item transfers for fiscal year 2024.**
- 7. Consider for approval enrollment in 2025 TAC Cybersecurity training, 52 users at \$5 user for any elected official or employee who uses the computer for 25% of their job functions, authorizing County Judge to sign.**
- 8. Consider for approval County Child Welfare Services Non-Financial Agreement from October 1, 2025 to September 30, 2032 with Texas Department of Family and Protective Services along with the Signature Authority Designation, authorizing County Judge to sign both.**
- 9. Consider for approval Marion County Pauper Cremation Policy.**

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

FILED FOR RECORD  
25 FEB 20 PM 1:58  
MARION COUNTY CLERK  
CO. CLERK MARION CO.  
BY:  DEPUTY

**MINUTES OF MARION COUNTY COMMISSIONERS' COURT**  
**FEBRUARY 24, 2025**

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on February 24, 2025. All members present with County Judge Leward LaFleur presiding.

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

**ITEM NO. 1**

**CONSENT AGENDA:**

- a. **ORDER APPROVING MINUTES OF MEETING ON FEBRUARY 10, 2025**
- 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**
- d. **ORDER TO APPROVE BONDS: SHANNA SOLOMON, AUDITOR**
- e. **ORDER TO APPROVE COUNTY AUDITOR FINANCIAL REPORT**

Motion by Ashley, seconded by Pattison with correction of 2024 to 2025 on a. All members present voted Aye. Motion carried 4-0.

**ITEM NO. 2**

Peggy Walker to give update on the Marion County Resource Coalition.

Presentation only.

See Exhibit "A" attached

**ITEM NO. 3**

**ORDER TO ENTER INTO MINUTES MARION COUNTY CONSTABLE PCT. 1 2024  
RACIAL PROFILING REPORT**

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

See Exhibit "B" attached

**ITEM NO. 4**

**ORDER TO ENTER INTO MINUTES MARION COUNTY CONSTABLE PCT. 2 2024  
RACIAL PROFILING REPORT**

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

See Exhibit "C" attached

**ITEM NO. 5**

**ORDER TO ENTER INTO THE MINUTES MARION COUNTY SHERIFF 2024  
RACIAL PROFILING REPORT**

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

See Exhibit "D" attached

**ITEM NO. 6**

**ORDER TO APPROVE FINAL BUDGET LINE-ITEM TRANSFER FOR FISCAL YEAR  
2024**

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

See Exhibit "E" attached

**ITEM NO. 7****ORDER APPROVING ENROLLMENT IN 2025 TAC CYBERSECURITY TRAINING, 52 USERS AT \$5.00 USER FOR ANY ELECTED OFFICIAL OR EMPLOYEE WHO USES THE COMPUTER FOR 25% OF THEIR JOB FUNCTIONS, AUTHORIZING COUNTY JUDGE TO SIGN**

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

See Exhibit "F" attached

**ITEM NO. 8****ORDER APPROVING COUNTY CHILD WELFARE SERVICES NON-FINANCIAL AGREEMENT FROM OCTOBER 1, 2025 TO SEPTEMBER 30, 2032 WITH TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES ALONG WITH THE SIGNATURE AUTHORITY DESIGNATION, AUTHORIZING COUNTY JUDGE TO SIGN BOTH**

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

See Exhibit "G" attached

**ITEM NO. 9****ORDER APPROVING MARION COUNTY PAUPER CREMATION POLICY WITH CHANGES TO ALLOW AMOUNT INCREASE FROM \$750.00 TO \$950.00 PER AND THEN WHOLE COURT WILL SIGN AND AUTHORIZE THIS.**

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

See Exhibit "H" attached

**ORDER TO ADJOURN**

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 4-0.  
Meeting adjourned at 9:18 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**



## Marion County Health & Resource Fair

Saturday, March 8, 2025 | 10 a.m. – 1 p.m.  
MIMS VFD 9902 FM 729, Avinger, TX, 75630

**Free Lunch Provided**

**\$250 Cash Drawing sponsored by Texas Farm Bureau  
Raffle Prizes**

- Food Bank Services
- Blood Pressure Checks
- Glucose Tests
- Health Insurance Resources
- Vaccinations
- BMI Checks
- Medication Questions
- Health & Safety Resources



*please scan the QR code to help us identify the health needs in Marion County*



**For more info please contact:**

**Pam Davis [pameladavis@maximus.com](mailto:pameladavis@maximus.com) | 903.777.2357 or  
Sherrie Houff [sherrie.houff@dshs.texas.gov](mailto:sherrie.houff@dshs.texas.gov) | 903.590.7844**

### DISABLE POP-UP BLOCKERS

Warning: this page will expire after 60 minutes. If it does timeout, your progress will be lost. However, if you are allowing pop-ups, you will be offered the option to stay logged in and extend your session another 60 minutes.

- Enable Javascript
- Enable Pop-ups

### FOR ALL RACIAL PROFILING ISSUES, INCLUDING SUPPORT, CONTACT TCOLE:

- 512-936-7774
- RACIALPROFILING@TCOLE.TEXAS.GOV

### AGENCY CONTACT INFORMATION

Agency Name: MARION CO. CONST. PCT. 1  
 Reporting Date: 01/12/2025  
 TCOLE Agency Number: 315101  
 Chief Administrator: MARION E. BAIRD  
 \*Phone: 9036011777  
 \*Email: edward.baird@co.marion.tx.i  
 \*Mailing Address:

\*Executed by: MARION BAIRD                      \*Title: CONSTABLE  
 Date: 01/12/2025

\*Choose a Form Type:

If you do not have to fill out the Racial Profiling report, then choose "Exempt". Otherwise, choose "Full" Report and fill out all required fields.

- Full Report
- Exemption

### Comparative Analysis PDF attached to Racial Profiling Report:

For more information about the Comparative Analysis, [Click Here](#).

\*Choose a type of comparative analysis:

- My Department has created a comparative analysis
- Use TCOLE's auto-generated comparative analysis

\*Comparative Analysis PDF File Upload - (Required if Department Analysis selected above.):

No file chosen

Optional Analysis Explanation:

MARION CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

1. clearly defines acts constituting racial profiling;
2. strictly prohibit peace officers employed by the **MARION CO. CONST. PCT. 1** from engaging in racial profiling;
3. implements a process by which an individual may file a complaint with the **MARION CO. CONST. PCT. 1** if the individual believes that a peace officer employed by the **MARION CO. CONST. PCT. 1** 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. CONST. PCT. 1** who, after an investigation, is shown to have engaged in racial profiling in violation of the **MARION CO. CONST. PCT. 1** policy;
6. requires collection of information relating to motor vehicle stops in which a 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. CONST. PCT. 1** has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

### MOTOR VEHICLE RACIAL PROFILING INFORMATION

#### STOPS

\*TOTAL STOPS:

#### STREET ADDRESS OR APPROXIMATE LOCATION OF THE STOP - CCP 2.132(B)(6)(E), 2.133(B)(7)

\*CITY STREET:

\*US HIGHWAY:

\*STATE HIGHWAY:

\*COUNTY ROAD:

\*PRIVATE PROPERTY OR OTHER:

#### WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP? - CCP 2.132(B)(6)(C)

\*YES:

\*No:

#### RACE OR ETHNICITY - CCP 2.132(A)(3), 2.132(B)(6)(A), 2.133(B)(1)(B)

\*ALASKA NATIVE/AMERICAN INDIAN:

\*ASIAN/PACIFIC ISLANDER:

\*BLACK:

\*WHITE:

\*HISPANIC/LATINO:

## GENDER - CCP 2.133(B)(1)(A)

*FEMALE:	<input type="text" value="22"/>
*ALASKA NATIVE/AMERICAN INDIAN:	0
*ASIAN/PACIFIC ISLANDER:	0
*BLACK:	11
*WHITE:	10
*HISPANIC/LATINO:	1
*MALE:	<input type="text" value="62"/>
*ALASKA NATIVE/AMERICAN INDIAN:	0
*ASIAN/PACIFIC ISLANDER:	1
*BLACK:	10
*WHITE:	37
*HISPANIC/LATINO:	14

## REASON FOR STOP? - CCP 2.132(B)(6)(F), 2.133(B)(2)

*VIOLATION OF LAW:	<input type="text" value="0"/>
*ALASKA NATIVE/AMERICAN INDIAN:	0
*ASIAN/PACIFIC ISLANDER:	0
*BLACK:	0
*WHITE:	0
*HISPANIC/LATINO:	0
*PREEXISTING KNOWLEDGE:	<input type="text" value="0"/>
*ALASKA NATIVE/AMERICAN INDIAN:	0
*ASIAN/PACIFIC ISLANDER:	0
*BLACK:	0
*WHITE:	0
*HISPANIC/LATINO:	0
*MOVING TRAFFIC VIOLATION:	<input type="text" value="84"/>
*ALASKA NATIVE/AMERICAN INDIAN:	0
*ASIAN/PACIFIC ISLANDER:	1
*BLACK:	21
*WHITE:	47
*HISPANIC/LATINO:	15
*VEHICLE TRAFFIC VIOLATION:	<input type="text" value="0"/>

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

WAS A SEARCH CONDUCTED? - CCP 2.132(B)(6)(B), 2.133(B)(3)

\*YES:

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

\*NO:

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 1  
 \*BLACK: 21  
 \*WHITE: 47  
 \*HISPANIC/LATINO: 15

REASON FOR SEARCH?

\*CONSENT:  CCP 2.132(B)(6)(B), 2.133(B)(3)

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

\*CONTRABAND:  CCP 2.133(B)(5)(A)

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

\*PROBABLE CAUSE:  CCP 2.133(B)(5)(B)

\*ALASKA NATIVE/AMERICAN INDIAN: 0

\*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

\*INVENTORY:  CCP 2.133(B)(5)(C)

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

\*INCIDENT TO ARREST:  CCP 2.133(B)(5)(C)

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

WAS CONTRABAND DISCOVERED? - CCP 2.133(B)(4): (THIS QUESTION APPLIES ONLY TO THE NUMBER OF SEARCHES CONDUCTED FROM NUMBER 7, NOT TO THE TOTAL STOPS.)

\*YES:

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
     FINDING RESULTED IN ARREST - YES: 0  
     FINDING RESULTED IN ARREST - NO: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
     FINDING RESULTED IN ARREST - YES: 0  
     FINDING RESULTED IN ARREST - NO: 0  
 \*BLACK: 0  
     FINDING RESULTED IN ARREST - YES: 0  
     FINDING RESULTED IN ARREST - NO: 0  
 \*WHITE: 0  
     FINDING RESULTED IN ARREST - YES: 0  
     FINDING RESULTED IN ARREST - NO: 0  
 \*HISPANIC/LATINO: 0  
     FINDING RESULTED IN ARREST - YES: 0

\*No:   
 \*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

DESCRIPTION OF CONTRABAND - CCP 2.133(B)(4)

\*DRUGS:   
 \*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

\*CURRENCY:   
 \*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

\*WEAPONS:   
 \*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

\*ALCOHOL:   
 \*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

\*STOLEN PROPERTY:

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

\*OTHER:

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

RESULT OF STOP

\*VERBAL WARNING:  CCP 2.133(B)(8)

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

\*WRITTEN WARNING:

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0  
 \*BLACK: 0  
 \*WHITE: 0  
 \*HISPANIC/LATINO: 0

\*CITATION:  CCP 2.133(B)(8)

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 1  
 \*BLACK: 21  
 \*WHITE: 47  
 \*HISPANIC/LATINO: 15

\*WRITTEN WARNING AND ARREST:

\*ALASKA NATIVE/AMERICAN INDIAN: 0  
 \*ASIAN/PACIFIC ISLANDER: 0

\*BLACK: 0

\*WHITE: 0

\*HISPANIC/LATINO: 0

\*CITATION AND ARREST:

\*ALASKA NATIVE/AMERICAN INDIAN: 0

\*ASIAN/PACIFIC ISLANDER: 0

\*BLACK: 0

\*WHITE: 0

\*HISPANIC/LATINO: 0

\*ARREST:  CCP 2.133(B)(6)

\*ALASKA NATIVE/AMERICAN INDIAN: 0

\*ASIAN/PACIFIC ISLANDER: 0

\*BLACK: 0

\*WHITE: 0

\*HISPANIC/LATINO: 0

ARREST BASED ON - CCP 2.133(B)(6)

\*VIOLATION OF PENAL CODE:

\*ALASKA NATIVE/AMERICAN INDIAN: 0

\*ASIAN/PACIFIC ISLANDER: 0

\*BLACK: 0

\*WHITE: 0

\*HISPANIC/LATINO: 0

\*VIOLATION OF TRAFFIC LAW:

\*ALASKA NATIVE/AMERICAN INDIAN: 0

\*ASIAN/PACIFIC ISLANDER: 0

\*BLACK: 0

\*WHITE: 0

\*HISPANIC/LATINO: 0

\*VIOLATION OF CITY ORDINANCE:

\*ALASKA NATIVE/AMERICAN INDIAN: 0

\*ASIAN/PACIFIC ISLANDER: 0

\*BLACK: 0

\*WHITE: 0

\*HISPANIC/LATINO: 0

\*OUTSTANDING WARRANT: 0

\*ALASKA NATIVE/AMERICAN INDIAN: 0

\*ASIAN/PACIFIC ISLANDER: 0

\*BLACK: 0

\*WHITE: 0

\*HISPANIC/LATINO: 0

WAS PHYSICAL FORCE RESULTING IN BODILY INJURY USED DURING STOP?

CCP 2.132(B)(6)(D), 2.133(B)(9)

\*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

\*RESULTING IN BODILY INJURY TO OFFICER: 0

\*RESULTING IN BODILY INJURY TO BOTH: 0

\*No: 84

\*ALASKA NATIVE/AMERICAN INDIAN: 0

\*ASIAN/PACIFIC ISLANDER: 47

\*BLACK: 1

\*WHITE: 15

\*HISPANIC/LATINO: 0

NUMBER OF COMPLAINTS OF RACIAL PROFILING

\*TOTAL: 0

\*RESULTED IN DISCIPLINARY ACTION: 0

\*DID NOT RESULT IN DISCIPLINARY ACTION: 0

\*Electronically Sign:

\*By checking this box, you certify that this information is correct.

SUBMITTED ELECTRONICALLY TO

# Racial Profiling Report | Exempt

---

Agency Name: MARION CO. CONST. PCT. 2  
Reporting Date: 02/03/2025  
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 GREER  
Constable

Date: 02/03/2025

Submitted electronically to the



The Texas Commission on Law Enforcement

**RACIAL PROFILE STATS****MARION COUNTY SHERIFFS OFFICE**

For Date Range: 1/1/2024 - 12/31/2024

PAGE: 1 OF 7

Report Run On: 2/19/2025 11:19:56 AM

**Total Traffic Stops: 489****Street address or approximate location of the stop**

City street	10
US highway	99
County road	64
State highway	307
Private property or other	9
	<b>489</b>

**Was race or ethnicity known prior to stop?**

Yes	13
No	476
	<b>489</b>

**Race / Ethnicity**

<b>Race</b>	
Alaska Native / American Indian	6
Asian / Pacific Islander	7
Black	77
White	341
Hispanic / Latino	58
	<b>489</b>

**Gender**

<b>Female</b>	
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	31
White	114
Hispanic / Latino	10
	<b>157</b>

<b>Male</b>	
Alaska Native / American Indian	5
Asian / Pacific Islander	6
Black	46
White	227
Hispanic / Latino	48
	<b>332</b>

**Reason for stop?**

<b>Violation of Law</b>	
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	11
White	77
Hispanic / Latino	19
	<b>109</b>

**RACIAL PROFILE STATS**

**MARION COUNTY SHERIFFS OFFICE**

For Date Range: 1/1/2024 - 12/31/2024

PAGE: 2 OF 7

Report Run On: 2/19/2025 11:19:56 AM

**Preexisting Knowledge**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
	<b>0</b>

**Moving Traffic Violation**

Alaska Native / American Indian	6
Asian / Pacific Islander	3
Black	45
White	169
Hispanic / Latino	33
	<b>256</b>

**Vehicle Traffic Violation**

Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	21
White	95
Hispanic / Latino	6
	<b>124</b>

**Was a search conducted?**

**Yes**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	25
Hispanic / Latino	0
	<b>28</b>

**No**

Alaska Native / American Indian	6
Asian / Pacific Islander	7
Black	74
White	316
Hispanic / Latino	58
	<b>461</b>

**Reason for search?**

**RACIAL PROFILE STATS**

**MARION COUNTY SHERIFFS OFFICE**

For Date Range: 1/1/2024 - 12/31/2024

PAGE: 3 OF 7

Report Run On: 2/19/2025 11:19:56 AM

**Consent**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	6
Hispanic / Latino	0
	<b>6</b>

**Contraband**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
	<b>1</b>

**Probable**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	19
Hispanic / Latino	0
	<b>21</b>

**Inventory**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
	<b>0</b>

**Incident to Arrest**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
	<b>0</b>

**Was Contraband discovered?**

<b>Yes</b>	
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	22
Hispanic / Latino	0
	<b>24</b>

**Did the finding result in arrest?**

Yes	0	No	0
Yes	0	No	0
Yes	0	No	2
Yes	1	No	21
Yes	0	No	0
	<b>1</b>		<b>23</b>

**RACIAL PROFILE STATS****MARION COUNTY SHERIFFS OFFICE**

For Date Range: 1/1/2024 - 12/31/2024

PAGE: 4 OF 7

Report Run On: 2/19/2025 11:19:56 AM

**No**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	3
Hispanic / Latino	0
	<hr/>
	4

**Description of Contraband****Drugs**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	7
Hispanic / Latino	0
	<hr/>
	7

**Weapons**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
	<hr/>
	0

**Currency**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
	<hr/>
	0

**Alcohol**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	4
Hispanic / Latino	0
	<hr/>
	5

**Stolen Property**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
	<hr/>
	1

**RACIAL PROFILE STATS****MARION COUNTY SHERIFFS OFFICE**

For Date Range: 1/1/2024 - 12/31/2024

PAGE: 5 OF 7

Report Run On: 2/19/2025 11:19:56 AM

**Other**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	10
Hispanic / Latino	0
	<hr/>
	<b>11</b>

**Result of Stop****Verbal Warning**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
	<hr/>
	<b>1</b>

**Written Warning**

Alaska Native / American Indian	1
Asian / Pacific Islander	3
Black	37
White	156
Hispanic / Latino	10
	<hr/>
	<b>207</b>

**Citation**

Alaska Native / American Indian	5
Asian / Pacific Islander	4
Black	40
White	183
Hispanic / Latino	48
	<hr/>
	<b>280</b>

**Written Warning and Arrest**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
	<hr/>
	<b>0</b>

**Citation and Arrest**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
	<hr/>
	<b>1</b>

# RACIAL PROFILE STATS

For Date Range: 1/1/2024 - 12/31/2024

Report Run On: 2/19/2025 11:19:56 AM

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## Arrest

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
	<hr/>
	0

## Arrest based on

### Violation of Penal Code

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
	<hr/>
	0

### Violation of Traffic Law

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
	<hr/>
	0

### Violation of City Ordinance

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
	<hr/>
	0

### Outstanding Warrant

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
	<hr/>
	1

## Was physical force resulting in bodily injury used during stop?

**RACIAL PROFILE STATS**

**MARION COUNTY SHERIFFS OFFICE**

For Date Range: 1/1/2024 - 12/31/2024

PAGE: 7 OF 7

Report Run On: 2/19/2025 11:19:56 AM

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**Yes**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
	<hr/>
	<b>0</b>

**Resulting in Bodily Injury To:**

Suspect	0
Officer	0
Both	0
	<hr/>
	<b>0</b>

**No**

Alaska Native / American Indian	6
Asian / Pacific Islander	7
Black	77
White	341
Hispanic / Latino	58
	<hr/>
	<b>489</b>

**Racial Profiling Data Exception Report**

<b>Citation #</b>	<b>Officer #</b>	<b>Exception</b>
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# Exhibit "ع"

**Marion County  
12/31/2024  
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>
County clerk	10.503.4102	salary employees		100
	10.503.4106	salary extra help	100	
	10.503.4428	porbate school		
			100	100
District Clerk	10.505.4278	employee benefits		3605
	10.505.4452	maintenance agreement	3605	
JP1	10.509.4278	employee benefits		600
	10.509.4278	official benefits	600	
County Attorney	10.517.4102	employee salary	100	
	10.517.4106	extra help		100
	10.517.4278	employee benefit	1200	
	10.517.4298	official benefit	400	
	10.517.4301	supplies		1600
	10.517.4351	fuel	400	
	10.517.4452	maintenance		400
			2100	2100
Tax Office	10.523.4106	extra help		1000
	10.523.4301	supplies	1000	
	10.523.4426	travel	200	
	10.523.4442	burglary ins		200
			1200	1200
maintenance	10.525.4301	maintenance	2100	
	10.525.4420	telephone		2100
Constable 1	10.523.4278	tax employee benefits		2960
	10.527.4298	official benefits	275	
	10.527.4101	salary	2960	
	10.527.4426	travel		275
			3235	3235
sheriff	10.535.4331	uniforms	300	
	10.535.4336	inmate feeding		500
	10.535.4337	inmate medical	1200	
	10.535.4338	prisoner care		4000
	10.535.4351	fuel	3000	
			4500	4500
Solid Waste 1	10.537.4102	salary employees	50	
	10.537.4278	employee benefits		50
game wardens	10.545.4301	EM supplies		200
	10.547.4301	dps supplies	150	
	10.547.4422	gw supplies	50	

**Marion County**  
**12/31/2024**  
**Year end amendments and line item transfers**

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
Election	10.671.4452	maint agreements	9400	
	10.671.4301	supplies	9900	
	10.535.4102	sheriff salary employees		1300
	10.535.4107	sheriff overtime		3000
	10.535.4108	holiday		6000
	10.535.4278	sheriff employee benefit		14000
	10.671.4581	capital outlay	5000	
			24300	24300
Insurance	10.695.4485	emergency mgmt		3500
	10.677.4445	pol official liab	3500	
Radio Tower	10.683.4348	maintenance		210
	10.685.4348	radio tower maint	210	
non departmental	10.695.4475	juv probation		5800
	10.695.4487	health deduction	5800	
<b>Technology Fund</b>	34.669.4452	maint agreement	4432	
	34.669.4581	outlay		4432
<b>kelly park</b>	37.695.4581	outlay	5985	
	37.695.4499	misc		2000
	37.695.4531	baseball park utilities		3985
			5985	5985
<b>Airport</b>	39.683.4440	utilities		50
	39.683.4420	telephone	50	
<b>SB22</b>	49.517.4499	unused grant funds DA	1590.65	
	49.529.4101	constable 2 salary		6704.05
	49.535.4499	unused grant funds -SO	5113.4	
	49.535.4278	sheriff employee benefit		
	49.535.4301	sheriff supplies		
	49.535.4581	sheriff outlay		
			6704.05	6704.05

# TEXAS ASSOCIATION of COUNTIES



## Cybersecurity Course Enrollment Form for Counties

Texas Government Code § 2054.5191 requires all county employees, elected officials, and appointed officials who have access to a local government computer system or database and use a computer to perform at least 25 percent of their duties to complete an annual cybersecurity training that has been certified by the Texas Department of Information Resources (DIR).

In response to the cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC is offering a cybersecurity course that has been certified by DIR and fulfills the requirements of the law. This course is available to counties for an annual fee of \$5 per enrolled user. Please note that TAC will not be responsible for monitoring, enforcing, or reporting course completion - this will be performed entirely within your county.

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

Your course administrator will receive an email notification when your county is enrolled. Counties are required to report their compliance with the mandate by August 31, 2025. Enrollment is available on a rolling basis through July 31, 2025.

**Printed Name**

Leward J LaFleur

**County Name**

Marion County

**Authorized Signature**

**Date**

2-24-25

**Course Administrator (Required)**

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses and positions held. The designated individual will also be asked to regularly add or remove users from access to the training program upon separation from county employment.

The course administrator will have access to reports reflecting the course completion status of all participating county employees and elected officials. If your county would like multiple administrators, please include their contact information on the following page.

Name of Administrator: Shanna Solomon

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

Phone Number of Administrator: 903-665-7240

Position/Office of Administrator: County Auditor

**County IT Administrator (Required)**

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

Name of IT Administrator: Shanna Solomon

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

Phone Number of Registrant: 903-665-7240

## Billing Contact (Required)

TAC will send an invoice in the amount of \$5 per enrolled user to the contact below. The number of users will be based on total users between enrollment of this course and September 2025. Users who are enrolled and later deleted will be included in the invoice. The invoice is due upon receipt.

Name of Contact: BJ Westbrook

Email of Contact: bj.westbrook@co.marion.tx.us

Phone Number of Contact: 903-665-2472

Position/Office of Contact: County Treasurer

Mailing Address: 102 W Austin, Room 101, Jefferson, TX 75657

Preferred Delivery Method (Email/Mail): email

## Additional Course Administrators (Optional)

Please indicate any additional county employees who will have access to regularly add/remove users from training according to employment changes within the county. Administrators will have access to reports reflecting the course completion status of all county employees.

Name of Administrator: \_\_\_\_\_

Email of Administrator: \_\_\_\_\_

Phone Number of Administrator: \_\_\_\_\_

Position/Office of Administrator: \_\_\_\_\_

### Additional Course Administrators (Optional)

Name of Administrator: \_\_\_\_\_

Email of Administrator: \_\_\_\_\_

Phone Number of Administrator: \_\_\_\_\_

Position/Office of Administrator: \_\_\_\_\_

Name of Administrator: \_\_\_\_\_

Email of Administrator: \_\_\_\_\_

Phone Number of Administrator: \_\_\_\_\_

Position/Office of Administrator: \_\_\_\_\_

To enroll your county or organization's employees in TAC's DIR-certified cybersecurity training course, complete the requested information below for your county or organization's employees, and send via email to SecurityTraining@county.org in .xls, .xlsx or .csv format. Please be sure that all information is spelled correctly, or training will not be sent properly. For employees who do not have a county email, you may include their personal email address. For employees who do not have an email, leave the E-mail field blank. For employees who share an email address, add the shared email address in the E-mail field for each employee that uses it.

E-mail	First Name	Last Name	Title/Position	Office/Department	County/Entity			
adam.harman@co.marion.tx.us	Adam	Harman	Deputy	Sheriff Department	Marion			
addie.vannes@co.marion.tx.us	Addie	Vannes	Dispatcher	Sheriff Department	Marion			
alan.biddy@co.marion.tx.us	Alan	Biddy	JP	Precinct 2	Marion			
alisha.riehl@co.marion.tx.us	Alisha	Riehl	Deputy	Sheriff Department	Marion			
ashley.reed@co.marion.tx.us	Ashley	Reed	Deputy	Tax Office	Marion			
ashley.sibert@co.marion.tx.us	Ashley	Sibert	Clerk	County Clerk	Marion			
bill.gleason@co.marion.tx.us	William	Gleason	PT Attorney	District Attorney	Marion			
bj.westbrook@co.marion.tx.us	BJ	Westbrook	Treasurer	Treasurer	Marion			
brazlon.mason@co.marion.tx.us	Brazlon	Mason	Jailer	Sheriff Department	marion			
brett.alexson@co.marion.tx.us	Brett	Alexson	Jailer	Sheriff Department	Marion			
cheri.mullenhastert@co.marion.tx.us	Cheri	Mullen-Haste	dispatcher	Sheriff Department	marion			
chris.maxwell@co.marion.tx.us	Chris	Maxwell	Deputy	Sheriff Department	Marion			
chuck.rogers@co.marion.tx.us	Chuck	Rogers	Deputy	Sheriff Department	Marion			
dale.sherrill@co.marion.tx.us	Dale	Sherrill	Da Investigator	DA	Marion			
danielle.mauldin@co.marion.tx.us	Danielle	Mauldin	Clerk	County Clerk	Marion			
dcapps@co.marion.tx.us	David	Capps	Sheriff	Sheriff Department	Marion			
dc.receptionist@co.marion.tx.us	Toni	Woods	part-time clerk	District Clerk	Marion			
donald.turner@co.marion.tx.us	Donald	Turner	officer	Adult Probation	Marion			
edward.baird@co.marion.tx.us	Edward	Baird	Constable	Precinct 1	Marion			
era.johnson@co.marion.tx.us	Era	Johnson	Clerk	Tax Office	Marion			
jan.weesner@co.marion.tx.us	Jan	Weesner	JP	Precinct 1	Marion			
jav.webb@co.marion.tx.us	Robert	Webb	PT Deputy	Sheriff Department	Marion			
jeff.greer@co.marion.tx.us	Jeff	Greer	Constable	Precinct 2	Marion			
jennifer.bedford@co.marion.tx.us	Jennifer	Bedford	PT Clerk	County Clerk	Marion			
joe.harpold@co.marion.tx.us	Joseph	Harpold	Jailer	Sheriff Department	Marion			
joshua.cox@co.marion.tx.us	Joshua	Cox	Deputy	Sheriff Department	Marion			
jp1clerk@co.marion.tx.us	Cindy	Simmons	JP Clerk	Precinct 1	Marion			
karen.jones@co.marion.tx.us	Karen	Jones	TAX Assessor	Tax Office	Marion			
kim.wise@co.marion.tx.us	Kim	Wise	County clerk	County Clerk	Marion			
leonard.baugous@co.marion.tx.us	Leonard	Baugous	jailer	Sheriff Department	Marion			
leward.lafleur@co.marion.tx.us	Leward	LaFleur	County Judge	County Judge	Marion			
lisa.daugherty@co.marion.tx.us	Lisa	Daugherty	Clerk	Tax Office	Marion			
mmauldin@co.marion.tx.us	Mary Ann	Mauldin	Clerk	District Attorney	Marion			
monique.summers@co.marion.tx.us	Monique	Summers	Dispatcher	Sheriff Department	Marion			
pbourne@co.marion.tx.us	Peggy	Bourne	PT Clerk	Tax Office	Marion			
becca.durden@co.marion.tx.us	Rebecca	Durden	deputy clerk	district clerk	marion			
robbie.davis@co.marion.tx.us	Robert	Davis	Chief Deputy	Sheriff Department	Marion			
robert.henderson@co.marion.tx.us	Robert	Henderson	Jailer	Sheriff Department	Marion			
sandra.wright@co.marion.tx.us	Sandra	Wright	Admin	Judge Office	Marion			
sara.griffin@co.marion.tx.us	Sara	Griffin	Clerk	Tax Office	Marion			
scott.stebbins@co.marion.tx.us	Scott	Stebbins	VSO	VSO	Marion			
shanna.maxwell@co.marion.tx.us	Shanna	Maxwell	Jail Admin	Sheriff Department	Marion			
shasta.hickman@co.marion.tx.us	Shasta	Hickman	jailer	Sheriff Department	marion			
shelia.stokes@co.marion.tx.us	Shelia	Stokes	Dispatcher	Sheriff Department	Marion			
sonia.jones-seals@co.marion.tx.us	Sonia	Jones-Seals	Dispatcher	Sheriff Department	Marion			
ssolomon@co.marion.tx.us	Shanna	Solomon	Auditor	Auditor	Marion			
steven.blythe@co.marion.tx.us	Steven	Blythe	Deputy	Sheriff Department	Marion			
susan.anderson@co.marion.tx.us	Susan	Anderson	District Clerk	District Clerk	Marion			
terri.thompson@co.marion.tx.us	Terri	Thompson	Admin	Sheriff Department	Marion			
tim.cariker@co.marion.tx.us	Tim	Cariker	Attorney	District Attorney	Marion			
tneuville@co.marion.tx.us	Terrie	Neuville	pt clerk	Treasurer	Marion			
vickie.smith@co.marion.tx.us	Vickie	Smith	pt clerk	County Clerk	Marion			

## COUNTY CHILD WELFARE SERVICES NON-FINANCIAL AGREEMENT

### I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS), and the Commissioners' Court of **Marion** County (County) agree to enter this Agreement to establish and maintain a child welfare board to administer a county wide, jointly financed, state administered, and regionally operated child welfare program to meet the needs of children in the county who are in need of protective services.

The County and DFPS are referred to collectively herein as the "Parties."

### II. AGREEMENT TERM.

This Agreement starts on October 1, 2025, and ends on September 30, 2032, unless renewed or terminated as provided for in this Agreement. The Parties agree to review this Agreement when one of the Parties identifies a possible modification to the Agreement and provide written notice to the other Party of the possible modification in order for the Parties to address.

### III. COUNTY RESPONSIBILITIES.

The County agrees:

- A.** To establish and/or maintain a Child Welfare Board (the Board) as set out by statute in the Texas Family Code Section 264.005.
- B.** That the Board will have at least seven, but not more than 15 members appointed by the County Commissioners' Court. Each member will serve a three-year term on a rotating basis.
  1. Initially members will be appointed to serve the following terms:
    - a. Third of the members to three-year terms;
    - b. Third of the members to two-year terms; and
    - c. Third of the members to one-year terms.
  2. In successive years, from two to five new members will be appointed.
  3. Members will serve at the pleasure of the Commissioners Court and without compensation.
- C.** To provide funding at the County's discretion for the care of any child in need of protective placement who is under the conservatorship of the DFPS, and who is ineligible for Title IV-E foster care or state-paid foster care and/or Medicaid.
- D.** To provide funding at the County's discretion for medical care not covered by Title XIX (Medicaid) and for children not Medicaid eligible.

**IV. BOARD RESPONSIBILITIES.**

DFPS and the County agree that the Board will have the following responsibilities.

- A.** Assist the DFPS in identifying and meeting the needs of the children in the County.
- B.** Explain the child welfare program and needs to the County and explain to DFPS staff the County's conditions and attitudes on policy, services, and priorities.
- C.** Serve in an advisory capacity to the County in the development of local policy to meet the needs of the children in the County covered under this Agreement.

**V. DFPS RESPONSIBILITIES.**

DFPS agrees:

- A.** To seek Title XIX Medicaid coverage within the amount at, duration, and scope of the Medicaid program as defined by the state agency responsible for administration of these funds, for any child eligible for AFDC-foster care or state-paid foster care and who is eligible for Medicaid benefits.
- B.** To receive and expend children's personal funds (SSI, SSA, child support, etc.), in accordance with the needs of each child and state and federal laws and regulations, for children in the DFPS conservatorship.

**VI. GENERAL TERMS AND CONDITIONS.**

DFPS, County and the Board agree to comply with the following.

**A. Amendments.**

Any change to this Agreement must be in writing and signed by authorized representatives of both Parties.

**B. Termination.**

Either party may terminate this Agreement by providing 30 days' written notice of termination. Any written notice of termination must provide the date of termination, and the Party that receives the termination notice will confirm receipt of the notice by notifying the sending Party.

**C. Background Checks and Removal.**

1. For the purposes of background checks, members are considered volunteers.
2. If members have regular access to DFPS clients, a background check is required and the County will submit information necessary for DFPS to conduct background checks on its volunteers according to DFPS Background Checks Handbook under the applicable policy section at [http://www.dfps.texas.gov/handbooks/Background Checks/default.asp](http://www.dfps.texas.gov/handbooks/Background_Checks/default.asp), including any required disclosures. Furthermore, before the volunteer can have regular access to DFPS clients, the County must receive notice from DFPS that the background check has been approved.
3. If while providing direct services, having direct client contact and/or access to client records, the County becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state or local agency or board of an employee, subcontractor or volunteer, then the County will notify DFPS within ten business days of them becoming aware of it. DFPS will determine if and when the employee, subcontractor or volunteer can have direct contact with clients.

**D. Confidential Information.**

1. County agrees to only use DFPS confidential information for the purpose of this Agreement and comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including, but not limited to, the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients.
  - a. Section 106 of the Child Abuse Prevention and Treatment Act (CAPTA), codified at 42 U.S.C. 5106a;
  - b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 & 45 CFR 205.50;
  - c. Social Security Administration Data, including, without limitation, Medicaid information (The Social Security Act, 42 U.S.C. Chapter 7);
  - d. Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99;
  - e. Protected Health Information, including Electronic Protected Health Information or Unsecured Protected Health Information under the Health Insurance Portability and Accountability Act of

- 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
- f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. § 290dd-2; 42 CFR Part 2;
  - g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
  - h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a;
  - i. Personal Identifying Information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
  - j. Texas Family Code § 261.201 and related provisions in Chapters 261 and 264;
  - k. Texas Health and Safety Code § 81.046 and Chapters 181 and 611;
  - l. Texas Human Resources Code § 12.003, § 40.005, and Chapter 48;
  - m. Texas Public Information Act, Texas Government Code Chapter 552;
  - n. 19 TAC Chapter 702 Subchapter F (Child Protective Services), and Chapter 705 Subchapter M (Adult Protective Services); and
  - o. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.
2. County will notify DFPS immediately, but not later than 24 hours, after County discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information.
  3. County will fully cooperate with DFPS in investigating, mitigating to the extent practicable and issuing notifications directed by DFPS in the manner determined by DFPS.
  4. County will only disclose information according to applicable law and will notify DFPS as required by the applicable law, when it makes a disclosure.
  5. The County may, without prior DFPS approval, provide access to records and/or information concerning children receiving services under this Agreement by the DFPS to properly identified individuals appointed by a court of competent jurisdiction that are volunteers or employees of Court Appointed Special Advocates (CASA), guardians ad litem, and/or attorneys ad litem in accordance with Texas Family Code Section 107.006. In order to confirm that an individual who is accessing records and information is appointed by a court of competent jurisdiction, the County should:
    - a. If such individual is an employee of the CASA, guardian ad litem, or attorney ad litem, review for a valid court order;

- b. If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the child for whom records or information is sought; or
- c. If County cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then County should obtain written approval from DFPS prior to granting access to records or information.

**E. Records Retention.**

1. County will maintain legible copies of this Agreement and all related documentation for a minimum of seven years after the termination of this Agreement or seven years after the completion of any litigation or dispute involving the Agreement, whichever is longer.
2. **COUNTY WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS AGREEMENT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVE WRITTEN APPROVAL FROM THE DFPS AGREEMENT MANAGER.**

**F. Anti-Discrimination.**

1. County agrees to comply with state and federal anti-discrimination laws, including:
  - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.);
  - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794);
  - c. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.);
  - d. Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107);
  - e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688);
  - f. Food and Nutrition Act of 2008 (7 U.S.C. § 2011 et seq.); and
  - g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
2. County agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding or otherwise be subjected to discrimination.

3. County agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations found at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a County from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Counties to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. County agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government funded programs, benefits, and activities.
4. County agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC website at:  
[http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications\\_](http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications_)
5. County agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. County must provide written notice to beneficiaries of these rights.
6. Upon request, County will provide Texas Health and Human Services Commission (HHSC) Civil Rights Office with copies of the County's civil rights policies and procedures.
7. County must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office  
701 W. 51st Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party.

**Texas Department of Family  
and Protective Services**

**Marion County**

\_\_\_\_\_  
Signature  
Printed Name: Erica Bañuelos  
Printed Title: Associate  
Commissioner, CPS

  
\_\_\_\_\_  
Signature  
Printed Name: Leward J. LaFleur  
Printed Title: County Judge

\_\_\_\_\_  
Date

2-24-2025  
\_\_\_\_\_  
Date

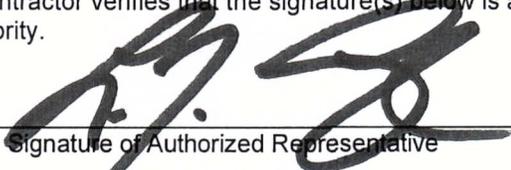
### Signature Authority Designation

**All Contractors/Potential Contractors are required to fill out and submit this form.**

Completion of this form designates signature authority for Contractor: Marion County

The Contractor may: (1) designate additional signature authority by including the additional signature authority's name and title; or (2) verify that the signature below is the only signature authority designated for contracting with DFPS.

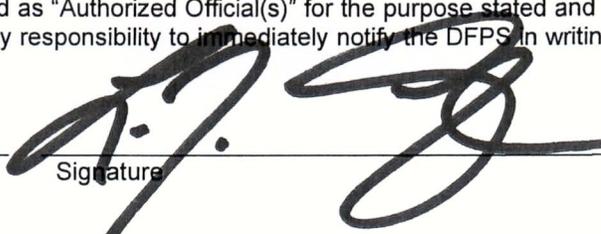
The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the signature(s) below is a complete, true and correct representation of signature authority.

<u>Leward J. LaFleur</u> Printed Name	 Signature of Authorized Representative
<u>County Judge</u> Title of Authorized Representative	<u>February 24, 2025</u> Date
<u>Marion County</u> Legal Name of Contractor/Potential Contractor	<u>24905351</u> Procurement Number or Agency Account ID

**The Designated Signature Authority as referenced above** has authorized the following person(s) listed below to also approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

<u>Printed Name</u>	<u>Title</u>	<u>Function</u>	<u>Signature</u>
<u>Printed Name</u>	<u>Title</u>	<u>Function</u>	<u>Signature</u>
<u>Printed Name</u>	<u>Title</u>	<u>Function</u>	<u>Signature</u>
<u>Printed Name</u>	<u>Title</u>	<u>Function</u>	<u>Signature</u>
<u>Printed Name</u>	<u>Title</u>	<u>Function</u>	<u>Signature</u>
<u>Printed Name</u>	<u>Title</u>	<u>Function</u>	<u>Signature</u>
<u>Printed Name</u>	<u>Title</u>	<u>Function</u>	<u>Signature</u>

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the DFPS in writing of any changes to the above list.

<u>Leward J LaFleur, County Judge</u> Printed or Typed Name & Title of Contract Signatory	 Signature
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## Exhibit "H"

MARION COUNTY  
PAUPER CREMATION POLICYAdopted: 02-24-2025**Introduction and Purpose:**

The policies contained herein have been established to govern the disposition of the remains of a Pauper by Marion County, Texas in accordance with Title and Sections 692A.009 and 694.002 of the Texas Health and Safety Code.

**Section 1- Legal Authority**

Texas Health and Safety Code § 692A.009:

**§ 692A.009. Who May Make Anatomical Gift of Decedent's Body or Part 1?**

- A. Subject to Subsections (b) and (c) and unless barred by Section 692A.007 or Section 692A.008, an anatomical gift of the decedent's body or part for the purpose of transplantation, therapy, research, or education may be made by any member of the following classes of persons who is reasonably available, in the order of priority listed:
1. An agent of the decedent at the time of death who could have made an anatomical gift under Section 692A.004 (2) immediately before the decedent's death;
  2. The spouse of the decedent;
  3. Adult children of the decedent;
  4. Parents of the decedent;
  5. Adult siblings of the decedent;
  6. Adult grandchildren of the decedent;
  7. Grandparents of the decedent;
  8. An adult who exhibited special care and concern for the decedent;
  9. The persons who are acting as the guardians of the person of the decedent at the time of death;
  10. The hospital administrator; and
  - 11. Any other person having the authority to dispose of the decedent's body.**

<sup>1</sup> Enacted by Acts 2009, sr" Leg., ch.186 (H.B. 2027), § 1, effective September 1, 2009

Texas Health & Safety Code § 694.002

§694.002. Duty of Commissioners' Court Concerning Disposition of Body of Deceased Paupers

- (a) The commissioners' court of each county shall provide for the disposition of the body of a deceased pauper. *The commissioners' court may adopt rules to implement this section.*
- (b) The commissioners' court shall consider any information, including the religious affiliation of the deceased pauper, provided by a person listed in Section 711.002 (a).
- (c) If a county discovers cash in the possession of a deceased pauper, a county may use the cash to pay the actual costs incurred by the county in disposing of the pauper's body.

**Section 2 - General Provisions:**

- a. All proceedings relating the final arrangements for Pauper remains shall be conducted with the utmost solemnity and respect for the decedent.
- b. Decedent must have died within the boundaries of Marion County, Texas.**
- c. Decedent must have domiciled and/or resided within the boundaries of Marion County, Texas for a minimum of six (6) months.**
- d. All Pauper remains accepted by Marion County will be reviewed for appropriateness and eligibility for donation as an "anatomical gift of decedent's body" pursuant to Texas Health & Safety Code § 692A.009 (11). If an anatomical gift of decedent's body for authorized purposes is not appropriate and available as an option, then the only other available option shall be to have the body cremated unless there is positive verification that cremation conflicts with the beliefs and practices of the decedent's religious affiliation (Title 8, Section 711.002 (a) of the Texas Health and Safety Code).
- e. If the remains are to be cremated, the cremation shall conform with all applicable state and federal regulations.
- f. The actual preparation, cremation and/or interment of Pauper remains shall be accomplished by a licensed Funeral Director at a facility designed and licensed for the purpose.

- g. Eligibility requirements shall be based on the same eligibility requirements for the county's indigent healthcare program. Authorization by the Office of the Marion County Judge or his/her designee is mandatory prior to the preparation and/or disposition of the remains of a person for which the county is assuming responsibility for final arrangements. A funeral home which acts without the express authorization of the Office of the Marion County Judge or other designee of the Marion County Commissioners' Court, shall have assumed all responsible for that person's final arrangements.

2 Enacted by Acts 1989, 71 Leg., Ch. 678 (H.B. 2136), §1, effective September 1, 1989; am. Acts 1991- 72 Leg., ch.14 (S.B. 404), § 211, effective September 1, 1991; am. Acts 1999, 76th Leg., Ch. 929 (H.B.2301), § 1, effective September 1999; am. Acts 2009, 81st Leg., Ch. 404 (H.B. 1843), § 1, effective June 19, 2009; am. Acts 2009, 81st Leg., Ch. 480 (S.B. 530) § 1, effective June 19, 2009.

### Section 3 - Specific Provisions:

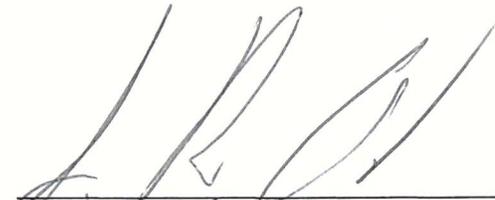
- a. County shall be the sole authority regarding the responsibility for disposition of the remains of a person in accordance with Title 8 Sections 692.009 and 694.002 of the Texas Health & Safety Code.
- b. County will assume responsibility for disposition of the remains of a person only when all other avenues of accountability, including the responsibilities of a person and/or persons listed in Section 711.002 (a) of the Texas Health & Safety Code, (Next of kin) have been thoroughly exhausted and it has been conclusively established that the decedent is indeed legally entitled to cremation /burial at the county expense.
- c. County will not act on behalf of anyone including, but not limited to, social agencies, medical facilities, funeral homes, their employees and/or individuals, concerning the disposition of the remains of a Pauper.
- d. County will not offer or give legal advice or opinions to anyone including, but not limited to, social agencies, medical facilities, funeral homes, their employees and/or individuals, concerning the disposition of the remains of a Pauper.
- e. County will not participate jointly with anyone including, but not limited to, social agencies, medical facilities, funeral homes, their employees and/or individuals, concerning the disposition of the remains of a Pauper.
- f. County may, at its option, relinquish its authority over the disposition of the remains of a Pauper, once established.
- g. County shall be the sole authority regarding the method of disposition of the remains of the Pauper.

- h. Documentation as to the whereabouts of the remains shall be kept in the records of the attending Funeral Home in accordance with Title 8, Section 711.003 of the Texas Health and Safety Code and copies of those records shall be filed with the Marion County Clerk's Office.
- i. Proper documentation must accompany the entire process at all times and copies shall be furnished in a timely manner to the Office of the Marion County Judge or other designee of the Commissioners' Court.
- j. Any and all authorizations, certificates, orders to cremate, etc., shall be properly filled out in accordance with state law and Signed by the County Judge or other designee of the Commissioners' Court **prior to** preparation and/or disposition of the remains of person for which the county is assuming responsibility.
- k. After review of the application for completeness and compliance with the Marion County policy, the application shall be submitted to the Marion County Judge or other designee of the Commissioners' Court for approval and submission to the Marion County Auditor for payment.
- l. Marion County will pay a maximum of \$950 for cremation expenses and will not be responsible for any additional expenses related to the disposition of the Pauper remains.
- m. Next of Kin desiring to claim the cremains of a Pauper, will be required to reimburse Marion County for its associated costs **before** Marion County relinquishes its authority over the cremains. The Next of Kin will be issued an order releasing the cremains which can be taken to the appropriate funeral home to claim the remains. Cremains must be claimed from the funeral home within 90 days. If not claimed, the funeral home will be authorized by the county, in writing, to dispose of the cremains in an appropriate manner.

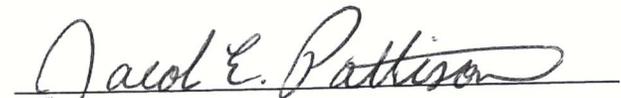
Conclusion:

All policies contained herein are in strict compliance with Title 8 Sections 692A.009 and 694.002 of the Texas Health and Safety Code. These policies are subject to change at any time by order of the Marion County Commissioners' Court. All questions relating to the aforementioned policies should be directed to the Marion County Clerk's Office.

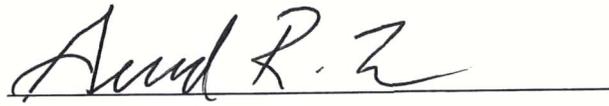
Approved this the 24<sup>th</sup> of February, 2025 by the Commissioners' Court of Marion County, Texas

  
\_\_\_\_\_  
J.R. Ashley, Commissioner, Pct. 1

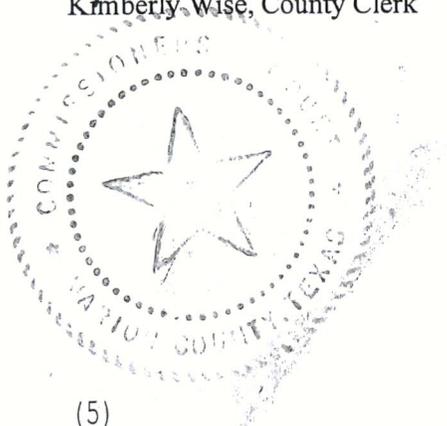
  
\_\_\_\_\_  
Leward J. LaFleur, County Judge

  
\_\_\_\_\_  
Jacob Pattison, Commissioner, Pct. 2

  
\_\_\_\_\_  
Paul D. Webb, Commissioner, Pct. 3

  
\_\_\_\_\_  
Gered R. Lee, Commissioner, Pct. 4

Attest:  
  
\_\_\_\_\_  
Kimberly Wise, County Clerk



STATE OF TEXAS §

COUNTY OF MARION §

**ORDER APPROVING PAYMENT  
OF INDIGENT CREMATION FOR DECEDENT**

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ came to be

heard the request of \_\_\_\_\_ Funeral

Home, Marion County, Texas to cremate, at County expense (not to exceed \$950.00) the following named indigent decedent:

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Last Known Address: \_\_\_\_\_  
\_\_\_\_\_

The Court finds that the above-named decedent had no resources which could be applied for funeral expenses, and had no relatives which could provide such services.

It is therefore ORDERED that the above-named Funeral Home be authorized to cremate the remains of said decedent which provides like services and that said Funeral Home is authorized to submit an invoice for such services not to exceed \$950.00

Signed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

PAUPER'S AFFIDAVIT

STATE OF TEXAS §

COUNTY OF MARION §

Before me, the undersigned authority, on this day personally appeared who upon oath stated as follows:

My Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Deceased Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address at time of death: \_\_\_\_\_

\_\_\_\_\_

My relationship to the deceased is: \_\_\_\_\_

Date of Death: \_\_\_\_\_ Age: \_\_\_\_\_

The deceased had lived in Marion County, Texas at the above address for \_\_\_\_\_ years. At the time of his/her death the deceased had no monetary assets of any kind (owned no land, had no insurance policies, had no bank or savings account).

Further Affiant saith not.

\_\_\_\_\_ Date

Printed Name: \_\_\_\_\_

Sworn and subscribed to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public – State of Texas