

102 West Austin Street, Suite 205
Jefferson, Texas 75657



Hon. Leward J. LaFleur
Marion County Judge

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

Commissioner Jacob Pattison
Commissioner Gered R. Lee

FILED FOR RECORD
23 APR 20 PM 4:59
(903) 665-3261
(903) 665-8732

KIMBERLY WISE
CO. CLERK, MARION CO.

BY DM DEPUTY

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 24th April, 2023 at 9:00 a.m. in the County Courthouse Annex, District Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

1. Consent agenda:
 - a. Consider approval of minutes – April 10, 2023
 - b. Court to examine all accounts and reports relating to finances of County
 - c. Court to audit and settle all accounts against County and direct their payment
 - d. County Auditor to make financial report
2. Consider for approval Proclamation declaring May as Mental Health Awareness Month for 2023.
3. Consider for approval Proclamation declaring April as Child Abuse Awareness Month.
4. Consider for approval Soil & Water Stewardship Week Proclamation for 2023.
5. Consider for approval and take necessary action regarding any changes for plat copies in the County Clerk's Office.
6. Consider for approval setting date and time to award bids and authorize auditor to advertise for road and bridge supplies and fuel.
7. Consider for approval Genesis eBonds Licensing and Service Provider Agreement authorizing Sheriff to sign.
8. Consider for approval Govolution Master Service Agreement authorizing Sheriff to sign.
9. Consider approval of TAC Public Official / Law Enforcement Liability renewal invoice of \$23,815.00.
10. Consider for approval and take necessary action on selecting representatives from Marion County for newly formed Marion County Coalition for Health Disparities created by the Texas Department of State Health Services.

Leward J. LaFleur
County Judge
Marion County, Texas

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

APRIL 24, 2023

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on April 24, 2023. All members present with County Judge Leward LaFleur presiding.

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

ITEM NO. 1

CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF MEETING ON APRIL 10, 2023**
- 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 AUDITOR FINANCIAL REPORT**

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

ITEM NO. 2

ORDER TO APPROVE PROCLAMATION DECLARING MAY AS MENTAL HEALTH AWARENESS MONTH FOR 2023.

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

See Exhibit "A" attached

ITEM NO. 3**ORDER TO APPROVE PROCLAMATION DECLARING APRIL AS CHILD ABUSE AWARENESS MONTH.**

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

See Exhibit "B" attached

ITEM NO. 4**ORDER TO APPROVE SOIL & WATER STEWARDSHIP WEEK PROCLAMATION FOR 2023.**

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

See Exhibit "C" attached

ITEM NO. 5**ORDER TO APPROVE AND TAKE NECESSARY ACTION REGARDING THE CHANGE FOR PLAT COPY COST IN THE COUNTY CLERKS OFFICE RANGING BETWEEN \$5.00 - \$15.00 DOLLARS DEPENDING ON OUR CLERK MS. KIM WISE OR HER DEPUTIES.**

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

No Exhibit attached

ITEM NO. 6**MOTION TO APPROVE THE DATE OF MAY 30TH TO AWARD BIDS AND AUTHORIZE OUR AUDITOR TO ADVERTISE FOR ROAD AND BRIDGE SUPPLIES AND FUEL.**

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

See Exhibit "D" attached

ITEM NO. 7**ORDER TO APPROVE GENESIS EBOND LICENSING AND SERVICE PROVIDER AGREEMENT AUTHORIZING SHERIFF TO SIGN.**

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

See Exhibit "E" attached

ITEM NO. 8**ORDER TO APPROVE GOVOLUTION MASTER SERVICE AGREEMENT AUTHORIZING SHERIFF TO SIGN.**

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

See Exhibit "F" attached

ITEM NO. 9**ORDER TO APPROVE TAC PUBLIC OFFICIAL / LAW ENFORCEMENT LIABILITY RENEWAL INVOICE OF \$23,815.00.**

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

See Exhibit "G:" attached

ITEM NO. 10**CONSIDER FOR APPROVAL AND TAKE NECESSARY ACTION ON SELECTING REPRESENTATIVES FROM MARION COUNTY FOR NEWLY FORMED MARION COUNTY COALITION FOR HEALTH DISPARITIES CREATED BY THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES.**

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

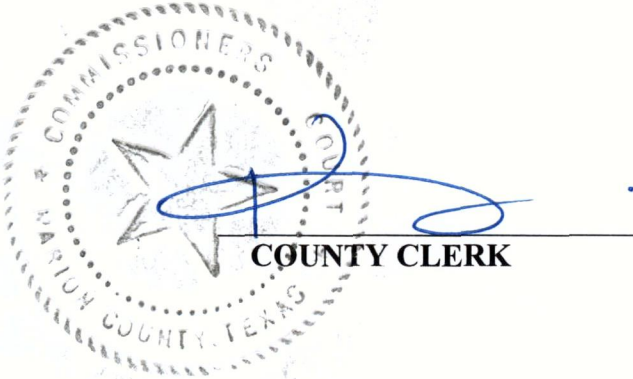
No Action taken.

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 4-0. Meeting adjourned at 9:15 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"

PROCLAMATION

May 2023: Mental Health Awareness Month

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, with early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

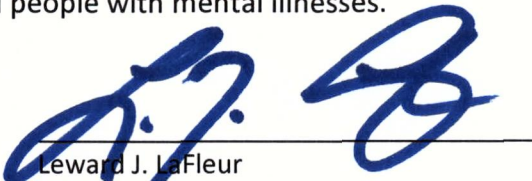
WHEREAS, Community Healthcore is the local mental health authority assisting residents in nine East Texas counties including Marion County; and

WHEREAS, Community Healthcore provides a 24 hour / 7 days a week crisis hotline, outpatient services, skills training, and support services for children and adults; and

WHEREAS, Community Healthcore provided 21,956 hours of direct services to 255 Marion County residents in fiscal year 2022; and

THEREFORE, I, Judge Leward J. LaFleur, and the Marion County Commissioners Court, do hereby proclaim May 2023 as Mental Health Awareness Month in Marion County. I also call upon the citizens, government agencies, public and private institutions, businesses and schools in Marion County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses.

Signed this 24 day of April, 2023


Leward J. LaFleur
Marion County Judge

Attest:



Exhibit "B"

PROCLAMATION CHILD ABUSE PREVENTION MONTH

WHEREAS, in Federal Fiscal year 2022, over 3.9 million reports were made to child protective services; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of Texas; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community-and-faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW THEREFORE, I, Leward J. LaFleur, Marion County Judge, do hereby proclaim April 2023 as National Child Abuse Awareness Month in Marion County, Texas and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families by working together to help reduce child abuse and neglect significantly for years to come.

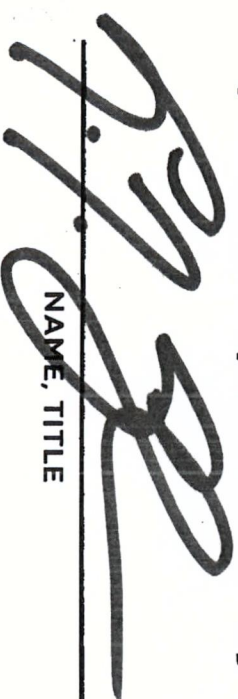




SOIL & WATER STEWARDSHIP WEEK PROCLAMATION

Exhibit "C"

Whereas, healthy soil and clean water is a benefit to everyone, and
Whereas, effective conservation practices provide the soil, water,
animals, plants & air that can ensure a rich standard of living, and
Whereas, our security depends upon the robust management of
natural resources, and Whereas, stewardship calls for each person to
help conserve these precious resources, Therefore, I do hereby
proclaim April 30 to May 7, 2023 as Soil & Water Stewardship Week

88

NAME, TITLE


DATE SIGNED

Bid Notice

In accordance with Sections 262.021 through 262.037, inclusive, of Vernon's Texas Codes Annotated Local Government Code, the County of Marion, State of Texas, hereby gives public notice of its intent to seek bids.

Sealed bids are to be received in the Office of the County Auditor, 102 W Austin, Room 102, Jefferson, TX 75657, by 9:00 a.m. May 30, 2023. Clearly mark bids 'road supplies'. Bids will be opened at 9:00 a.m.

The items to be bid are as follows: recycled road topping, sand, clay, gravel – including contract gravel delivery, pre-mixed oil dirt, road oil, on-road and off-road diesel, and unleaded gasoline.

The specifications for same may be obtained in the Office of the County Auditor during normal office hours. The methods of payment and bond requirements are to be in accordance with the terms stated in the general specifications.

By: Shanna Solomon
Marion County Auditor

Exhibit "E"

Genesis Ebonds

This is a system that connects to the jail software – SSI – in order to make bond payments electronic – negating cash and money orders being processed through the jail

1 year term with 1-year renewals until terminated

No fee to county

\$10 charge to end user (bond company)

Early termination allowed with a 60-day notice

Signature tablet will need to be purchased – those range less than \$500

Genesis eBonds Licensing and Service Provider Agreement

THIS LICENSING AND SERVICE PROVIDER AGREEMENT ("Agreement") is effective as of the "Service Go Live Date" and between GenCore Candeo, Ltd., 5800 Eagles Nest Blvd., Tyler, TX 75703 ("Genesis") and the State of Texas, County of Marion identified below (the "County" or "Customer").

This Agreement consists of Licensing and Services, the Terms and Conditions which are incorporated and made a part of this Agreement. This Agreement supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of the Agreement. Capitalized terms used in this Agreement will have the meanings given to them in this Agreement. Any capitalized terms not defined in this Agreement will have their plain English (US) meanings. This Agreement may be changed or modified only by a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. This Agreement may be executed in one or more counterparts, duplicate originals, or facsimile versions, each of which will be deemed an original.

Duration: Agreement will begin on the Service Go Live Date and continue for 12 months and continue through the last day of the 12th month after the Service Go Live Date: estimated _____.

Contacts:

State of Texas County of Marion
 Sheriff David Capps
 114 W. Austin Street
 Jefferson, TX 75657
 903-665-7201

GenCore Candeo, Ltd. DbA The Genesis Group
 5800 Eagles Nest Blvd
 Tyler TX, 75703
 Sales: Christi McDowell,
Christi.McDowell@genesismworld.com
 (O) 903-787-7417

1) Services:

a) Genesis shall provide the following:

- i) Genesis eBonds ("eBonds") - a secure, web-based system that integrates relevant jail data into an automated bail bond application which simplifies the entire paperless bond process for jail personnel and bail bond agencies from beginning to end.
- ii) eBonds use license at zero cost (\$0.00 US Dollars) to the County.
- iii) Initial eBonds onboarding training of both County employees and bail bond agents/employees.
- iv) On call support. Support is provided to both County and bail bond users.
 - (1) Critical Support is available 24/7.
 - (2) Training and use support are available during regular weekday business hours.
- v) Maintain Criminal Justice Information Service (CJIS) standards for websites and data security. County data shall remain secure and held encrypted.

b) County shall provide the following:

- i) County shall control access to eBonds for each County employee and approved bail bonds businesses. County shall also set security levels for each user of eBonds.
- ii) Maintain the JMS API Interface.
- iii) Grant Genesis access to the JMS API at zero cost (\$0.00 US Dollars)
- iv) Provide a PC (PC or VM) with network access to the JMS API. To communicate with the eBonds cloud-hosted server, this PC/VM must be able to reach external addresses and must present a static outbound IP address (to allow for whitelisting on the eBonds cloud-hosted server). In order

to provide support and scheduled updates, Genesis support must have either attended or unattended access to this VM/PC. The PC or VM shall be the County's responsibility to maintain and secure.

- v) The county shall agree to purchase compatible electronic biometric USB signature pads for, at minimum, each jail terminal that will conduct book-out transactions on eBonds. (See Exhibit A)
- vi) To the extent practicable, 100% of all bail bond transactions shall be completed through Genesis eBonds. Not limited to but including, Surety, Recognizance, and Cash Bonds. However, reasonable alternatives are permitted where Genesis eBonds services are either unavailable or unworkable for any reason, and the County shall be permitted to use other means to meet lawful deadlines or to otherwise provide reasonable bond services in a timely manner to incarcerated persons, whether by traditional paper bonds or any other reasonable alternative.

2) Bail Bonds License Agreement

- a) For County reference only. Prior to the launch of eBonds, all approved bail bond businesses in the County shall sign an agreement of Genesis eBonds terms related to the use of eBonds. Each bail bond business shall agree to the following: 1) To process 100% of all bail bond transactions exclusively through Genesis eBonds. 2) To pay an Electronic Bond Capture Allowance (EBCA) Fee in the amount of Ten US Dollars (\$10) to Genesis for each completed Surety bail bond transaction posted through eBonds. (see below example) Each initial bail bond business to sign-in to eBonds will be required to agree to the terms within the website before use. New bail bond businesses that are approved by the county after the initial eBonds launch date, will only be required during their initial sign-in to eBonds to agree to the terms within the website before use.

(For example, if an inmate has 3 charges and a bail bond company processes all 3 bonds for all three charges in the same eBonds transaction, they will be assessed one Ten US Dollar (\$10) EBCA fee. However, if the bail bond company processes 1 bond for 1 charge at 10am and processes the other two bonds for the remaining 2 charges at 2pm, they will be assessed two Ten US Dollar (\$10) EBCA fees, one for the 10am transaction and one for the 2pm transaction.)

3) Definitions

- a) Genesis eBonds or eBonds is a secure, web-based system that integrates relevant jail data into an automated bail bond application which simplifies the entire paperless bond process for jail personnel and bail bond agencies from beginning to end.
- b) Service Go Live Date – The date in which the Genesis eBonds services is first used by the customer to process a bail bond and or payment. This date is a mutually agreed to date and is after a detailed implementation plan is completed between parties.
- c) Critical Support is defined by software/website not accessible or unable to perform the basic function of eBonds.

4) Term and Conditions

a) TERM.

- i) This Agreement will begin on the Service Go Live Date and continue until midnight on expiration date. Except to the extent (if any) otherwise provided in this Agreement, the term of this Agreement will be automatically extended for successive one-year periods (subject to the "Termination" sections below), on the same terms and conditions as in effect immediately prior to the then-current expiration period, unless either party gives the other notice of non-extension at

least sixty days before the then-current expiration date, and subject to the County's properly budgeted and appropriated funds for each successive fiscal year.

b) SERVICES.

- i) This Agreement is a services agreement and is not intended to provide licenses or other rights in or to any software, hardware, technology or systems used by or on behalf of Genesis to provide the Services ("eBonds"). Subject to the terms of this Agreement, including, without limitation, Customer's payment of all applicable Fees, Genesis will provide access to the Services to Customer in accordance with the specifications for the Services. Upon request by Customer, Genesis may agree to provide additional services to Customer in connection with the Services.

c) ACCESS AND SECURITY.

- i) Customer may access the Services solely for Customer's own internal business purposes. Customer agrees to notify Genesis immediately of any actual or suspected unauthorized use of the Services. Customer may not sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer Customer's right to access the Services to any third party, beyond its contractual obligation to provide its services without permission of Genesis. Customer will use reasonable efforts to ensure the security and confidentiality of all passwords and other identifiers for use in accessing the Services. Customer will be responsible for all transactions and other activities conducted through the Services using any Identifiers furnished to or generated by Customer, and any such transactions will be deemed to have been completed by Customer. Customer agrees to maintain a current list of all persons authorized to access and use the Services on behalf of Customer. In no event will Genesis be liable for the foregoing obligations or the failure by Customer to fulfill such obligations.

d) LIMITATIONS.

- i) Subject to the terms of this Agreement, including, without limitation, Customer's payment of all applicable Fees, Customer may access and use the Services as set forth in this Agreement for Customer's own internal business purposes and the internal business purpose which it serves in the Location. Customer will not permit any third party to: (a) use the Services or System in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Services (b) use the Services to intimidate or harass any persons or entities; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or method of operation of the System or Services; (d) remove, bypass or circumvent any electronic protection measures on the System or Services; (e) remove, alter, or obscure any copyright or other proprietary rights notices included on the System or Services; or (f) upload to the Services, or otherwise provide to Genesis any code or device capable of or intended to interrupt, harm or damage the Services or the operation of the Services.

e) ADDITIONAL CUSTOMER OBLIGATIONS.

- i) Customer will cooperate with Genesis and otherwise comply with all reasonable requests of Genesis for data, information, materials, and assistance to Genesis in the performance of the Services.

f) CONTENT.

- i) Except for any data, information or other content ("Content") included on or made accessible through the Services by Genesis ("Genesis Content"), Customer will be solely responsible for all

Content provided by or on behalf of Customer through the Services ("Customer Content").

Customer grants to Genesis all rights and licenses in and to such Content necessary for Genesis to provide the Services. Customer will not provide Content that: (a) is libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (b) infringes, misappropriates or otherwise violates any intellectual property rights or rights of publicity or privacy; (c) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate the Services, System or any data or information; (d) violates any law, rule or regulation, or suggests, encourages or intends to incite any conduct that is illegal in any way or that advocates illegal activity; or (e) is materially false, misleading or inaccurate. Genesis may take remedial action if Content violates this Section, however, Genesis has no obligation, and takes no responsibility, to review Content for accuracy or potential liability. Genesis's obligation will not extend beyond the term of this Agreement.

g) TERMINATION AND PENALTY.

- i) Either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within five days after receiving written notice thereof from the non-breaching party. Upon expiration or termination of this Agreement for any reason: Genesis may cease all Services.

(1) PENALTY: a penalty will not be assessed if Customer acknowledges the unintentional stoppage and shows good faith to resolve the issue ASAP and before five days of interruptions, however, if Customer does not cure such breaches of the Agreement Section 1.b and Genesis is not able to provide service, Customer shall pay Genesis the least of the below calculations.

- (a) Service Stopped: from the date of service stopped. Calculation is Ten US Dollars (\$10) multiplied for each Surety bail bond processed during the ninety days after the service was stopped. Or if lower cost,
- (b) Service Stopped: from the date of service stopped. Calculation is Ten US Dollars (\$10) multiplied for each Surety bail bond processed until the expiration of the Agreement. Or if lower cost,
- (c) For interruption: from the date of service stopped. Calculation is Ten US Dollars (\$10) multiplied for each Surety bail bond process until the service is restored.

- ii) The SITE OWNERSHIP, INDEMNIFICATION, LIMITATION OF LIABILITY, CONFIDENTIALITY, and ADDITIONAL TERMS sections of this Agreement will survive expiration or termination of this Agreement for any reason.
- iii) Either party may terminate this Agreement in the event the direct or indirect ownership or control of Genesis changes. Termination under this section will require sixty days' written notice of intent to terminate.

h) SITE OWNERSHIP.

- i) Genesis will retain all right, title and interest in and to the Services, System and Genesis Content, any updates, upgrades, enhancements, modifications, improvements and translations thereto or thereof, and all worldwide intellectual property and proprietary rights therein and relating thereto, including, without limitation, all patents, copyrights, trade secrets, trademarks, service marks and any other intellectual property, proprietary, and sui generis rights ("IPR").

i) INDEMNIFICATION.

- i) To the extent permitted under Texas Law, Customer will indemnify, defend, and hold harmless Genesis, and its subsidiaries, affiliates and subcontractors, and their owners, officers, directors, employees and agents (collectively, the "Genesis Indemnities") from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) use of the System and; (2) actual or alleged breach by Customer of any provision of this Agreement; (3) negligence or willful misconduct of Customer; or (4) damage to property or injury to or death of any person directly caused by Customer or Customer's use of the System. Genesis will provide Customer with notice of any such claim or allegation, and Genesis has the right to participate in the defense of any such claim at its expense. Genesis will indemnify, defend, and hold harmless Customer, and its subsidiaries, affiliates and subcontractors, and their owners, officers, directors, employees and agents (collectively, the "Customer Indemnities") from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) licensed use of the System and; (2) actual or alleged breach by Genesis of any provision of this Agreement; (3) negligence or willful misconduct of Genesis; or (4) damage to property or injury to or death of any person directly caused by Genesis or licensed use of the System. Customer will provide Genesis with notice of any such claim or allegation, and Customer has the right to participate in the defense of any such claim at its expense. The parties expressly acknowledge that the County's authority to indemnify and hold harmless is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the County may constitute a debt. The parties further acknowledge that nothing in this Agreement requires the County incur a debt, levy or collect a tax or create a sinking fund.

j) LIMITATION OF LIABILITY.

- i) IN NO EVENT: (A) WILL GENESIS'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID FOR SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES IN THE 60 DAY PERIOD PRIOR TO THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH DAMAGES OR LOSSES OCCURRED. IN NO EVENT WILL GENESIS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, DIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING, BUT NOT LIMITED TO, INTERRUPTED COMMUNICATIONS, LOST DATA, AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE OF ANY CONTENT OR OF THE SERVICES, EVEN IF GENESIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

k) CONFIDENTIALITY.

- i) "Confidential Information" Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Recipient") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is marked or identified as confidential, or disclosed under circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information"). The Services and System, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein,

shall be considered Genesis's Confidential Information. The Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Recipient's duty hereunder. The Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

- ii) "Exceptions" The Recipient's obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Recipient has become, generally available to the public; or (d) was independently developed by the Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body; provided that the Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

I) ADDITIONAL TERMS.

- i) "Relationship" Genesis and Customer are acting solely as independent contractors, and neither party is an agent or partner of the other. Nothing in this Agreement will be deemed to constitute a partnership, joint venture, or employer/employee relationship between the parties. Neither party will hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other party.
- ii) "Subcontractors" Customer acknowledges and agrees that some or all of Genesis's obligations hereunder will be provided by one or more third party service providers selected from time to time by Genesis.
- iii) "Notices" Communications and notices required or permitted under this Agreement will be deemed delivered when hand delivered to the receiving person, or when mailed, certified mail, return receipt requested, in first class U.S. mail, to the addresses specified on the initial page of this Agreement, or when faxed to the fax number or electronically transmitted to the Internet address specified, with hard copy mailed within 3 days thereafter in the manner set forth above. Any party may change its address for purposes of this notice provision by giving notice in the manner prescribed above.
- iv) "Force Majeure" Genesis will not be liable to Customer or otherwise under this Agreement for delays or failures in performance under this Agreement due in any way to any failure by Customer to perform its obligations under this Agreement in a timely manner or otherwise comply with the

terms of this agreement or to causes beyond Genesis's reasonable control, including, without limitation, labor disputes, acts of God, shortages, telecommunications failures or errors, actions or inactions of suppliers or service providers, fire, earthquake, flood, or other similar events.

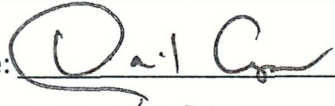
- v) "Governing Law and Venue" This Agreement will be governed by and interpreted in accordance with the laws of the State of Texas without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement will be brought solely in the state and federal courts in Tyler, TX and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.
- vi) "Assignment" Genesis may assign or transfer this Agreement, provided that Genesis's successor agrees to assume all of Genesis's obligations and responsibilities under this Agreement, and provided that notice is given to the County ninety (90) days before such assignment or transfer. Any assignment or transfer of this Agreement will not bind the County without its prior consent. In the event the County does not consent, the County may terminate this agreement at the County's discretion. Customer may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement (including any license granted hereunder), or delegate any of its duties under this Agreement, to any third party without Genesis's prior consent. Genesis consent to transfer will not be unreasonably nor arbitrarily delayed or withheld. Any attempted assignment or transfer in violation of the foregoing will be null and void. This Agreement will be binding upon and will inure to the benefit of Genesis's and Customer's permitted successors and assigns.
- vii) "Waivers; Severability" All waivers must be in writing. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of the Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

5) Signatures

State of Texas, County of Marion

Printed Name: David Capps

Title: Sheriff, Marion County

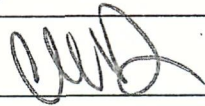
Signature: 

Date: 4-24-23

GenCore Candeco, Ltd. Dba The Genesis Group

Printed Name: Chrish McDowell

Title: Sales

Signature: 

Date: 4-24-23

Genesis eBonds Licensing and Service Provider Agreement

Exhibit A

The County shall agree to utilize electronic biometric USB signature pads, specifically the Topaz TF-S463 or the Topaz TF-LBK464, for, at minimum, each jail terminal that will conduct book-out transactions on eBonds.

<https://topazsystems.com/products/specs/TFS463.pdf>

<https://www.topazsystems.com/products/specs/TFL464.pdf>

The required biometric signature pads can be provided through Genesis, quoted upon request, or purchased through another vendor.

Govolution

This is the credit card agent for the Ebonds software. The charges will be submitted to the sheriff bank account and paid to the county monthly.

1 year term with 1-year renewals until terminated

No fee to county

2.95% charge to end user for credit card usage

2.00 charge to end user for debit card usage

Early termination allowed with a 30-day notice

Master Subscription Agreement

This Master Subscription Agreement (the "Agreement") is entered into between Govolution LLC ("Govolution") and Marion County, Texas ("Subscriber"), whose principal place of business is located at 114 W Austin St, Jefferson, TX 75657, on this date the 24th day of April, 2023 (the "Effective Date"). In consideration of the mutual promises set forth herein, the sufficiency of which hereby is acknowledged, the parties agree as follows:

1. **SERVICES.** Subject to the terms of this agreement, Govolution shall provide to Subscriber Internet-based electronic payment services (the "Subscribed Services") using a third party's proprietary software applications for the purpose of processing credit card and/or ACH payments as specified in Item #21 on page 2 of this agreement.
2. **PAYMENT.** Subscriber shall pay Govolution in accordance with Item #21 on page 2 of this agreement.
3. **TERM.** The term of this agreement shall be for a period of one year from the date of the Agreement, with automatic one year renewals until termination notice is provided by either party, as required in section 4.
4. **TERMINATION.** Either party may elect to terminate this Agreement by giving the other party at least thirty (30) days advance written notice prior to the date of termination. In the event of such termination the Subscriber shall be responsible for all fees, costs and charges incurred prior to the date of termination.
5. **PROPRIETARY RIGHTS.** Subscriber acknowledges that Govolution and/or its licensors own all intellectual property rights in the Subscribed Services, including without limitation all hardware and software components and any associated documentation, and all customizations, developments and derivative works made therefrom. The parties agree that this Agreement does not grant Subscriber any rights to patents, copyrights, trade secrets, trade names, or trademarks, registered or unregistered, or any other rights or licenses with respect to the Subscribed Services, other than those agreed to herein and described in Item #21 on page 2 of this agreement.
6. **SUBSCRIBER OBLIGATIONS.** Subscriber shall provide Govolution with full, good faith cooperation and such information, assistance and support as Govolution reasonably deems to render the Subscribed Services.
 - 6.1. **Technical Representative.** Subscriber shall designate a technical representative, who is knowledgeable of Subscriber's technical requirements and authorized to provide guidance and instruction to Govolution, to serve as primary point of contact with Govolution or Govolution's third party agent for technical purposes.
 - 6.2. **Data Maintenance and Backup Procedures.** Govolution shall maintain and update the databases and associated files utilized in the Subscribed Services on behalf of Subscriber, and Subscriber agrees that Govolution has the sole right to do so. In connection with such maintenance and updates, Subscriber shall test, and/or assist Govolution in testing, the consistency and completeness of such maintenance and updates as Govolution reasonably requests.
 - 6.3. In the event of any loss or damage to Subscriber's data, Subscriber's sole and exclusive remedy shall be for Govolution to use commercially reasonable and good faith efforts to replace or restore the lost or damaged data from the latest backup, which Govolution has maintained in accordance with its standard archival procedures.
- 6.4. **Taxes:** Subscriber shall be responsible for any federal, state or local taxes based on the Subscribed Services (other than taxes based on Govolution's net income). Such taxes shall be billed to and paid by Subscriber, in addition to the fees and expenses stated above.
7. **CONFIDENTIALITY** By virtue of this Agreement, the parties hereto may have access to information that is confidential to one another (the "Confidential Information"). Confidential Information shall include, but not be limited to, source code, algorithms, formulas, methods, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, Subscriber names, prospective Subscriber names, the terms and pricing under this Agreement and all information clearly identified in writing at the time of disclosure as confidential. The obligations imposed by this Section 7 shall survive the expiration or earlier termination of this Agreement.
 - 7.1. **Exceptions:** A party's Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party.
 - 7.2. **Use and Nondisclosure:** The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party, except Govolution's subcontractors, accountants and/or attorneys, or to use each other's Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement. In the event that disclosure is required by law, to the maximum extent possible, prior to making the disclosure the disclosing party shall first provide the other party with written notice that disclosure is required by law and provide that party with a reasonable opportunity to make legally permissible objections or otherwise present evidence establishing that disclosure is not required by law.
8. **WARRANTY.** Govolution: (a) warrants that the Subscribed Services will substantially comply with the specifications set forth in this Agreement; and (b) shall implement policies and procedures to maintain the security of cardholder data that Govolution possesses, stores, processes or transmits on behalf of the Subscriber, or to the extent that Govolution could impact the security of the Subscriber's cardholder data environment, in accordance with applicable payment card industry data security standard (PCI-DSS) requirements.
9. **LIMITATIONS ON LIABILITY. To the maximum extent permitted by law,** in no event shall Govolution and/or its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents be liable, under any circumstances or legal theories whatsoever, to Subscriber or any third party for any loss of profits, revenue or goodwill, loss of savings, loss of use or data, interruption of business, cost of substituted facilities or services, or for any indirect, special, incidental or consequential damages of any character, even if Govolution is aware of the risk of such damages, that result in any way from Subscriber's or any third party's use of or inability to use the Subscribed Services, or that result from errors, defects, omissions, delays in operation or transmission, or any other failure of performance

GOVOLUTION

of the Subscribed Services.

- 9.1. Subscriber understands and agrees that Govolution does not and cannot control the flow of data to or from Govolution's data center and other portions of the Internet. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet or portions thereof. Govolution disclaims any and all liability resulting from or related to such events. In addition to and not in limitation of the foregoing, Subscriber acknowledges and agrees that the Subscribed Module(s) is intended for access and use by means of web browsing software, and that Govolution does not commit to support any particular browsing platform or technology, including assistive technology.
- 9.2. Subscriber understands and agrees that Govolution shall not be responsible for the security of data residing on the server of Subscriber or any third party to this Agreement (including without limitation the general public, financial institution or third party processor) or for the ability or inability of such third parties to transact, receive, obtain, exchange or transmit data to or from a server(s) controlled by Govolution.
10. **INDEMNIFICATION.** To the maximum extent permitted by law, Subscriber agrees to indemnify and hold Govolution, its employees and agents harmless from and against all claims or demands from third parties arising out of any acts and/or omissions of Subscriber or its employees or agents to the extent that such claims or demands are not the result of a negligent act or omission by Govolution, its employees or agents.
11. **NOTICES.** Except as otherwise expressly stated in this Agreement, any notices or communications required or permitted under this Agreement shall be deemed to have been duly given only if in writing and delivered to the address of the receiving party as follows:
- Govolution LLC
100 Throckmorton St, Suite 1800,
Fort Worth, TX 76102
- Subscriber: _____
- Notices shall only be sent via (a) certified U.S. mail, return receipt requested, postage prepaid; (b) overnight courier, postage prepaid; or (c) via hand delivery.
12. **ENTIRE AGREEMENT.** This Agreement (and any exhibits and/or schedules attached hereto) constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and merges any and all prior proposals, understandings, agreements and representations, whether oral or written.
13. **MODIFICATION.** This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
14. **HEADINGS AND SUBSECTIONS.** Section headings are provided for convenience of reference and do not constitute part of this Agreement.
15. **SEVERABILITY; NO WAIVER.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
16. **ASSIGNMENT.** Neither party may assign or delegate any or all of its rights (other than the right to receive payments) or its duties or obligations hereunder without the consent of the other party; provided, however, that either party may assign this Agreement, without the need to obtain the consent of the other party, to an Affiliate of such party or to a successor in interest resulting from a merger, acquisition or sale of all or substantially all of the assets to which this Agreement relates. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement.
17. **NO THIRD PARTY BENEFIT.** The provisions of this Agreement are for the sole benefit of the parties hereto. This Agreement confers no rights, benefits or claims upon any person or entity not a party hereto.
18. **RELATIONSHIP OF THE PARTIES.** The parties will be and shall act as independent contractors and not as an agent or partner of, or joint venture with, the other party for any purpose. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
19. **FORCE MAJEURE.** Either party shall be excused from performance and shall not be liable for any delay in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of the excused party or its subcontractors or suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation or communications systems, act of any government or any agency or subdivision thereof affecting the terms hereof, accident, fire, explosion, flood, severe weather or other act of God.
20. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Texas. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the applicable state court of the State of Texas or, if there is exclusive federal jurisdiction, U.S. District Court, and the parties hereby consent to the personal and exclusive jurisdiction of these courts and hereby agree that such courts are a convenient forum for any disputes hereunder.
21. **FEES.** Merchant card service fees will be automatically deducted from a client-defined account on a monthly basis. Technology fees can be automatically deducted from a client-defined account on a monthly basis, or Govolution can invoice the Subscriber monthly for fees due. In the instance the client is absorbing their fees instead of passing them to their payer. In the instance fees are being passed to the citizen it is 2.95% for credit and debit cards with a \$2.00 minimum.

SERVICE FEE (CONVENIENCE FEE) APPLICATIONS - PROVISION OF THE SERVICES

1. Provisions: Govolution shall provide the Services in accordance with the following guidelines:
 - Govolution will charge customer ("Cardholder" or "Customer") a "Service Fee" for each Card or Electronic Check transaction processed (the "Service Fee"), to be collected in addition to the corresponding Subscriber Payment as part of a unified Card transaction.
 - Except for any fees to be paid by Subscriber as set forth in Item #21 on page 2 of this agreement, Govolution shall not charge the Subscriber an additional fee for Service Fee transactions. Enhancements to the Services or additional Services not provided for in this agreement, and any related fees payable by Subscriber in connection therewith, will be mutually agreed in writing by Provider and Subscriber.
 - With respect to all "refund" Card transactions that are substantiated by a Card holder and approved by an authorized representative of Govolution and Subscriber: (i) Govolution shall refund to the Cardholder the corresponding Subscriber Payment and Service Fee; and (ii) shall debit the Subscriber's depository bank account (the "Subscriber Bank Account") for the amount of the corresponding Subscriber Payment.
 - With respect to all "chargeback" Card transactions that are substantiated by a Cardholder and for which Govolution has been charged by the relevant Card Issuer, Govolution shall debit the Subscriber Bank Account for the amount of the corresponding Subscriber Payment.
 - Govolution shall settle Subscriber Payment transactions to the appropriate Card organizations, and forward all Subscriber Payments to the Subscriber Bank Account. Govolution shall retain all Service Fees collected by it hereunder. In the event that Govolution is unable to collect all amounts owed by Subscriber hereunder through debiting the Subscriber Bank Account, Subscriber shall promptly pay all owed amounts to Govolution in immediately available funds.
 - Govolution will notify each Customer of the dollar amount of all Subscriber Payments and Service Fees to be charged to his/her Card and obtain the Customer's approval (electronic or otherwise) of such charges prior to initiating Card authorizations.
 - Govolution will provide Customer with electronic confirmation of Card transactions.
 - Govolution will retain Card authorization logs and transaction records for such period of time as required by applicable law and the regulations of the respective Card organizations.
2. Subscriber's Obligations: In order to provide the Services as outlined in this agreement, Subscriber shall comply with the following:
 - Prior to Govolution's commencement of the Services, Subscriber will enter into all applicable merchant agreements and fully adhere to the rules, regulations and operating procedures of the various Card organizations, including without limitation the Payment Card Industry Data Security Standards and rules and regulations governing the use of specific Card logos and marks.
 - Other than permitting Govolution to charge the Service Fees in accordance with this Agreement, Subscriber will not impose any surcharge or other penalty on Card transactions made by Customer for Subscriber Payments.
 - Subscriber will reimburse Govolution for all chargeback actions resulting from overpayments, duplicate or misapplied payments or unauthorized charges that are substantiated by a Cardholder and approved by authorized representatives of Govolution and Subscriber. Subscriber will provide to Govolution all necessary documents and correspondence in connection with such a transaction or other similar refund transaction.
 - Subscriber will establish a reasonable adjustment policy to accommodate adjustments that are required in the normal course of Subscriber's daily operations.
 - Subscriber will not require, as a condition to making a Subscriber Payment, that a Cardholder agree in any way to waive such person's rights to dispute the transaction with the Card issuer for legitimate reasons.
 - Subscriber will make a reasonable effort to promote the Services to Customers. These promotions may include publishing the relevant telephone number and URL for Subscriber Website on instruction booklets, tax preparer communications, taxpayer information publications, citations and notices, bills as applicable, and related marketing materials.
 - Subscriber shall promptly reimburse Govolution for any fines, fees or other amounts for which Govolution is charged but that are Subscriber's responsibility, obligation or liability under any merchant agreement, including without limitation any chargeback amount, chargeback fine or fee, PCI-related fine or fee, Card network fine or penalty, non-sufficient funds fine, penalty or amount, and any other amounts that are Subscriber's responsibility, obligation or liability under any merchant agreement but for which Govolution is charged.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement, effective as of the date first written above.

Subscriber:

By: 

Name: David Capps

Title: Marion County Sheriff

Govolution

By: 

Name: David Tucker

Title: Vice President of Sales

GOVOLUTION

Initials De OM



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

INVOICE

Marion County
Attn: Shanna Solomon
102 West Austin Street Rm 101
Jefferson, TX 75657

Invoice Due Date: June 17, 2023

Invoice #: 40393

Coverage #: CAS-1580-20230617-2

Coverage Period: June 17, 2023 - June 17, 2024

Member Number: 1580

Contribution for the coverage below is now due.

Coverage	Invoice Number	Contribution Due
Law Enforcement Liability	NRCN-40393-LE	\$14,771
Public Officials Liability	NRCN-40393-PO	\$9,044
Total Due:		\$23,815

Payment Remittance Form

Invoice Due Date: June 17, 2023

Marion County
Attn: Shanna Solomon
102 West Austin Street Rm 101
Jefferson, TX 75657

Invoice Number	Contribution Due
NRCN-40393-LE	\$14,771
NRCN-40393-PO	\$9,044
Total Due:	\$23,815

If the total amount enclosed is not \$23,815,
please use the notes section below to explain:

Amount Enclosed: _____

Please make checks payable to:

Texas Association of Counties Risk Management Pool

Box # 2426

San Antonio, TX 78298-9900

04/10/2023

Public Official / LE Liability					
		Public Official		Law Enforcement	Total
2016		\$ 12,223.00		\$ 11,909.00	\$ 24,132.00
2017		\$ 12,152.00		\$ 12,398.00	\$ 24,550.00
2018		\$ 12,628.00		\$ 12,678.00	\$ 25,306.00
2019		\$ 11,805.00		\$ 11,016.00	\$ 22,821.00
2020		\$ 9,687.00		\$ 11,049.00	\$ 20,736.00
2021		\$ 8,892.00		\$ 14,074.00	\$ 22,966.00
2022		\$ 8,908.00		\$ 13,897.00	\$ 22,805.00
2023		\$ 9,044.00		\$ 14,771.00	\$ 23,815.00
2022 Prices actually decrease by \$161 -					
2023 increase is \$1010					