

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 Ralph Meisenheimer

Commissioner Jacob Pattison
Commissioner Gered R. Lee

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 27th November, 2023 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

1. Consent agenda:
 - a. Consider approval of minutes – November 13, 2023, November 17, 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 the 2024 County Holidays.
3. Consider for approval terms of Court for 2024.
4. Award Indigent Attorney Contract(s) for 2024.
5. Award Conflict Indigent Attorney Contract for 2024.
6. Consider for approval cancellation of JP1 electronic payments program through ACI Payments Inc formerly Official Payments agreement signed April 30, 2007.
7. Consider for approval JP1 to enter into Merchant Card Processing Agreement with i3 Public Sector, Pace Payment Systems authorizing County Judge to sign agreement.
8. Consider for approval Agreement for Information Technology Products and Services, Amendment No. 3, with Avenue Enterprise Solutions, LLC for the County Clerk's Office and approve the County Judge to sign agreement.


Leward J. LaFleur
County Judge
Marion County, Texas

11 5 2023 10:00 AM
03 NOV 21 AM 11:43
CLERK OF COURT
MARION COUNTY, TEXAS

MINUTES OF MARION COUNTY COMMISSIONERS' COURT
NOVEMBER 27, 2023

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on November 27, 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 NOVEMBER 13, 2023, NOVEMBER 17, 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. COUNTY AUDITOR TO MAKE FINANCIAL REPORT**

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

ITEM NO. 2

ORDER TO APPROVE OUR HOLIDAY SCHEDULE FOR 2024.

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

Exhibit "A"

ITEM NO. 3**ORDER TO APPROVE OUR TERMS OF COURT FOR 2024**

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

Exhibit "B"

ITEM NO. 4**ORDER TO MAKE CRAIG FLETCHER OUR ATTORNEY FOR 2024**

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

Exhibit "C"

ITEM NO. 5**ORDER TO APPOINT BRANDON WINN AS THE CONFLICT ATTORNEY FOR 2024.**

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

Exhibit "D"

ITEM NO. 6**ORDER TO APPROVE THE CANCELLATION OF JP1 ELECTRONIC PAYMENTS PROGRAM THROUGH ACI PAYMENTS FORMERLY OFFICIAL PAYMENTS AGREEMENT SIGNED ARIL 30, 2007.**

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

ITEM NO. 7**ORDER FOR APPROVAL JP1 TO ENTER INTO MERCHANT CARD PROCESSING
AGREEMENT WITH i3 PUBLIC SECTOR, PACE PAYMENT SYSTEMS
AUTHORIZING COUNTY JUDGE TO SIGN AGREEMENT.**

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

Exhibit "E"

ITEM NO. 8**ORDER TO APPROVE THIS AGREEMENT FOR INFORMATION TECHNOLOGY
PRODUCTS AND SERVICES, AT A COST OF \$3,000 FOR A ONE TIME FEE & THEN
\$1,200 BILLED ANNUALLY IN ADVANCE IT'S AMENDMENT NO. 3 WITH AVENU
ENTERPRISE SOLUTIONS, LLC FOR THE COUNTY CLERK'S OFFICE AND
APPROVE THE COUNTY JUDGE TO SIGN THIS AGREEMENT.**

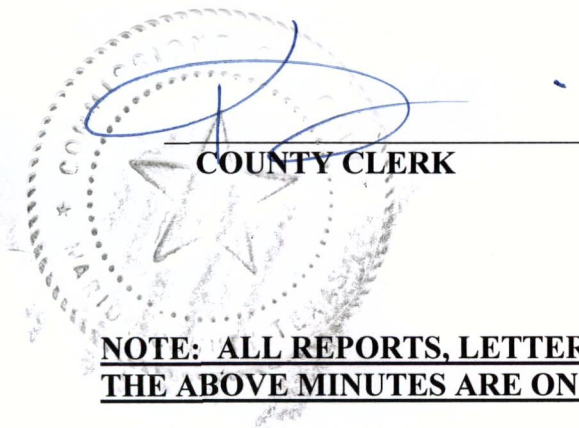
Motion by Ashley, seconded by Pattison. All members present voted Aye. Motion carried 4-0.
Exhibit "F"

ORDER TO ADJOURN

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried
4-0. Meeting adjourned at 9:12 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.

A blue ink signature is written over a horizontal line. Below the line, the text "COUNTY JUDGE" is printed.

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"

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MARION COUNTY

HOLIDAY SCHEDULE – 2024

Monday, January 15, 2024	MARTIN LUTHER KING, JR. DAY
Friday, February 9, 2024	MARDI GRAS
Monday, February 19, 2024	PRESIDENT'S DAY
Friday, March 1, 2024	TEXAS INDEPENDENCE DAY
Friday, March 29, 2024	GOOD FRIDAY
Monday, April 22, 2024	SAN JACINTO DAY
Monday, May 27, 2024	MEMORIAL DAY
Wednesday, June 19, 2024	EMANCIPATION DAY (JUNETEENTH)
Thursday, July 4, 2024	INDEPENDENCE DAY
Tuesday, August 27, 2024	LYNDON B. JOHNSON DAY
Monday, September 2, 2024	LABOR DAY
Friday, October 11, 2024	BURN RALLY
Monday, November 11, 2024	VETERAN'S DAY
Wednesday, November 27, 2024	THANKSGIVING
Thursday, November 28, 2024	
Friday, November 29, 2024	
Tuesday, December 24, 2024	CHRISTMAS
Wednesday, December 25, 2024	
Thursday, December 26, 2024	
Wednesday, January 1, 2025	NEW YEARS DAY

Exhibit "B"

Commissioner Court Dates for 2024

Monday, January 08, 2024
Monday, January 29, 2024

Monday, February 12, 2024
Monday, February 26, 2024

Monday, March 11, 2024
Monday, March 25, 2024

Monday, April 08, 2024
Monday, April 29, 2024

Monday, May 13, 2024
Tuesday, May 28, 2024 ----- Monday, May 27th (Memorial Day)

Monday, June 10, 2024
Monday, June 24, 2024
Friday, June 28, 2024 ----- Budget Meeting

Monday, July 08, 2024
Monday, July 15, 2024 ----- Budget Meeting
Monday, July 29, 2024
Wednesday, July 31, 2024 ----- Budget Meeting

Wednesday, August 07, 2024 ----- Budget Meeting
Monday, August 12, 2024
Monday, August 26, 2024
Friday, August 30, 2024 ----- Budget Meeting

Thursday, September 05, 2024 ----- Budget Meeting
Monday, September 09, 2024
Monday, September 30, 2024

Monday, October 14, 2024
Monday, October 28, 2024

Tuesday, November 12, 2024 ----- Monday, November 11th (Veteran's Day)
Monday, November 25, 2024

Monday, December 09, 2024
Monday, December 30, 2024

EXHIBIT A**CONTRACT FOR LEGAL SERVICES
TO CRIMINAL DEFENDANTS**

This Contract is made by and between Marion County, Texas ("County"), a political subdivision of the State of Texas, and Craig Fletcher, State Bar No.00792506 ("Attorney") on the 27th day of November 2023. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Marion County. Attorney has agreed to provide all services requested, except for those hereinafter described.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for twelve (12) months, beginning on January 1, 2024 and ending on December 31, 2024, unless sooner terminated as set forth herein.
2. Compensation. Attorney will receive the sum of \$6,666.66 per month, for a total of \$80,000.00 for the term of the contract (unless the Contract is terminated sooner). A check payment will be made twice a month in direct correlation with Commissioners Court which is typically the second and last Mondays of each month for twelve months. Attorney shall submit an itemized fee voucher to the appointing authority for approval prior to being forwarded to the financial officer for payment.
3. Case Load. Attorney(s) may handle up to a maximum of 242 cases per year (i.e., a maximum of 100 felonies, 125 misdemeanors, 12 juvenile cases, and 5 appeals). If the total volume of cases requires that Attorney(s) be appointed to handle more than 242 cases a year, Attorney(s) will be compensated for work on such extra cases at the rate of one and one-half times the normal rate for indigent defense cases in each respective county, or the reasonable fee that the presiding judge finds by order to be appropriate. In these cases, the Attorney(s) must present a form listing the time spent on each case, together with the activities for which the time was incurred, to the presiding judge for approval.
4. Expense Reimbursement. Attorney(s) may receive reimbursement for reasonable and necessary expenses, including expenses for investigation, and other experts, consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Marion County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Marion County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and/or vouchers, and submitted to the presiding judge for approval.
5. Independent Contractor. Attorney(s) are not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's

professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or any judge, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT – NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

6. Standard of Performance.

- (a) Attorney(s) will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
- (b) Attorney(s) shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.
- (c) Attorney(s) shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.
- (d) Attorney(s) shall not assign, subcontract or delegate any part of the services to be provided by the Attorney(s) under this Contract.
- (e) Attorney(s) must submit a monthly progress report to be approved by the Marion County Judge prior to any payment being made under this Contract, in accordance with art. 26.05 of the Texas Code of Criminal Procedure. The report must include the number of cases disposed of in the previous month and the types of cases (adult felony, adult misdemeanor, and juvenile) as well as the number of cases currently open and assigned by the courts. The County Judge may require other information, which is necessary and relevant, and may confer with the presiding judge on any case.
- (f) Attorney must present by October 15 each year, an annual percentage of the attorney's practice time that was dedicated to work based on appointments accepted in the county for the preceding year from October 1st through September 30th.
- (g) Attorney(s) must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the County Judge of any change in the status of the Attorney's licensure. The Attorney(s) must provide the County with proof of licensure in good standing upon request. Attorney's qualifications shall equal or exceed the qualifications provided in the indigent defense procedures

adopted pursuant to Article 26.04, Code of Criminal Procedure, including in Marion County's Indigent Defense Plans.

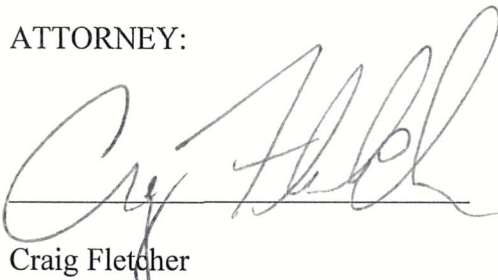
- (h) Attorney(s) agrees to indemnify and hold harmless Marion County from any and all claims rising from the delivery of professional services under this contract.
- (i) Attorney(s) must report to the County Auditor the number of continuing legal education hours completed. Attorneys must complete at least 6 hours of continuing legal education pertaining to juvenile law during each 12-month reporting period or be currently certified in juvenile law by the Texas Board of Legal Specialization. Attorneys must complete at least 6 hours of continuing legal education pertaining to criminal law during each 12-month reporting period or be currently certified in criminal law by the Texas Board of Legal Specialization.
- (j) Attorney(s) shall maintain the ability to receive facsimile correspondence twenty-four hours a day, seven days a week.
- (k) Attorney(s) must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
- (l) Attorney(s) shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney(s) will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.
- (m) Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract
- (n) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
- (o) Trial and appearance dockets will be set after consultation with attorney(s). Attorney(s) are required to attend all appearance and trial dockets unless approval is sought from the Court at least fourteen (14) days prior to the docket. Failure to attend any docket absent Court approval will result in a financial sanction of \$1,000.00 and will be considered a material breach of this contract.
- (p) Contract attorney(s), upon resignation from their contract position, are expected to continue representation of appointed clients as of the date of resignation. In the event that attorney no longer wishes to represent such appointed client, the attorney must reimburse the County \$250.00 per client to defray the cost of new appointed counsel.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the court in which the case is pending, and if ordered by the Judge presiding, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.
8. Termination. This Contract may be terminated by the County for good cause, with the approval of the majority of the County and District Judges serving Marion County. If a reason for termination is found to exist by any of the judges or the program director, written notice will be given to Attorney, and a private meeting will be held with the Attorney and judges present to discuss the relevant issues, and, thereafter, the judges will vote on the termination of Attorney's contract.
 - (a) County may terminate this agreement if Attorney(s) closes his active office.
 - (b) County may terminate this agreement if Attorney(s) fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
 - (c) Attorney(s) may terminate this agreement if County fails to make timely payments hereunder.
 - (d) Attorney(s) may terminate this agreement if, for reasons beyond the control of Attorney(s), Attorney is unable to perform the duties required hereunder.
 - (e) This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
9. Administration. The District Judges and the Marion County Judge will provide oversight and monitoring to assure that Attorney(s) performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Marion County Judge, or the District Judges on the part of any person.
10. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Marion County.
11. Additional Terms and Conditions.
 - (a) The cases to be handled under this Agreement shall be non-capital murder cases in which the death penalty is sought. The appointments hereunder may include juvenile cases.
 - (b) Attorney(s) will be responsible for three different categories of cases in County and District Court, which include appeals:

Level One. FeloniesLevel Two. MisdemeanorsLevel Three. Juveniles

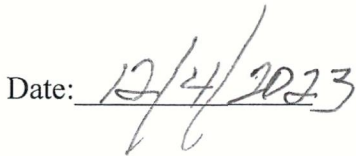
- (c) A determination that Attorney(s) has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above.
- (d) Falsification of any report, invoice, billing documentation or other submission by the Attorney(s) will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney(s) to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.
- (e) Attorney(s) will be provided with on-line access to West Law.

ATTORNEY:

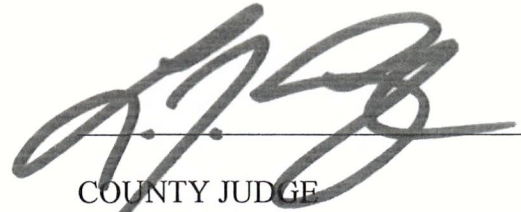


Craig Fletcher
 Attorney at Law
 203 West Austin St
 Marshall, Tx 75670
 craig@craigfletcherlaw.com
 903-503-7676 phone
 903-503-7680 fax

Date:

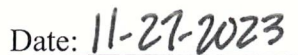


COUNTY:



COUNTY JUDGE
 Marion County
 102 W Austin, Room 205
 Jefferson, TX 75657
 903-665-3261 phone
 903-665-8732 fax

Date:



**Re: CONTRACT INDIGENT DEFENSE ATTORNEY APPLICATION
JANUARY 1, 2024 – DECEMBER 31, 2024**

To: Honorable Judges LaFleur, Fowler, and Kopech
From: Craig Fletcher

Cost of Services under Contract:

Sole Appointed Attorney:	\$6,666.67/month	\$80,000/year
Sharing Appointed Attorney:	\$3,333.33/month	\$40,000/year

Qualifications:

B.S. Texas A&M University	1991
J.D. Texas A&M Law School	1994
Licensed – State Bar of Texas	May 1995

Practice Experience:

- 28+ years in Criminal Law

Trial Experience:

Excess of 75 cases tried before jury or judge.

Cases tried include:

- Capital Murder (Mini Cap)
- Murder
- Aggravated Assault w/ Deadly Weapon
- Sexual Assault
- Indecency with a Child
- Manslaughter
- Aggravated Robbery
- Aggravated Kidnapping
- Possession and Delivery of Controlled Substances
- Driving While Intoxicated
- Theft

Appellate Experience:

- Authored over 10 appeals in the last 7 years

Typical Case Load:

Full-time criminal and family law practice.

Disciplinary History with State Bar:

In good standing with no disciplinary history.

Continuing Legal Education:

Current on both Criminal Law, Juvenile Law and Ethics.

Applicant's Contact Information:

Address: 203 West Austin St.
Marshall, Texas 75670

Phone: (903) 503-7676

Fax: (903) 503-7680

Cell: (903) 360-8656

Email: craig@craigfletcherlaw.com

Exhibit "D"

**CONTRACT FOR LEGAL SERVICES
TO CRIMINAL DEFENDANTS DUE TO
INDIGENT ATTORNEY CONFLICT**

This Contract is made by and between Marion County, Texas ("County"), a political subdivision of the State of Texas, and Brandon Winn State Bar No. 24070866 ("Attorney") on the 27th day of November 2023. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Marion County. Attorney has agreed to provide all services requested, except for those hereinafter described.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for twelve (12) months, beginning on January 1, 2024 and ending on December 31, 2024, unless sooner terminated as set forth herein.
2. Compensation. The County will pay Attorney during the term hereof based upon the Attorney Fee Schedule attached to the Marion County Indigent Defense Plan for Marion County, Texas. A check payment will be made upon receipt of services rendered in direct correlation with Commissioners Court which is typically the second and last Mondays of each month for twelve months. Attorney shall submit an itemized fee voucher to the appointing authority prior to being forwarded to the financial officer for payment.
3. Standard of Performance.
 - (a) Attorney will be appointed upon a judicial determination of conflict of interest between a criminal defendant and the County's primary contract service provider.
 - (b) Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).
 - (c) Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure.
 - (c) Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.
 - (d) Attorney must submit an invoice to be approved by the Marion County Judge or District Judge's prior to any payment being made under this Contract, in accordance with art. 26.05 of the Texas Code of Criminal Procedure. The invoice must include the case number, the type of case (adult felony, adult misdemeanor, and juvenile) as well as the number of hours spent on the case.

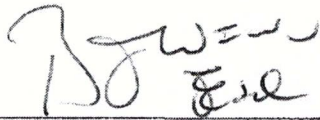
- (e) Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the County Judge of any change in the status of the Attorney's licensure. The Attorney must provide the County with proof of licensure in good standing upon request. Attorney qualifications shall equal or exceed the qualifications provided in the indigent defense procedures adopted pursuant to Article 26.04, Code of Criminal Procedure, including in Marion County's Indigent Defense Plans.
 - (f) Attorney agrees to indemnify and hold harmless Marion County from any and all claims rising from the delivery of professional services under this contract.
 - (g) Attorney must report to the County Judge the number of continuing legal education hours completed. Attorneys must complete at least 6 hours of continuing legal education pertaining to juvenile law during each 12-month reporting period or be currently certified in juvenile law by the Texas Board of Legal Specialization. Attorneys must complete at least 6 hours of continuing legal education pertaining to criminal law during each 12-month reporting period or be currently certified in criminal law by the Texas Board of Legal Specialization.
 - (h) Attorney shall maintain the ability to receive facsimile correspondence twenty-four hours a day, seven days a week at an office regularly open for the practice of law.
 - (i) Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.
 - (j) Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.
 - (k) Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract
 - (l) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.
4. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the court in which the case is pending, and if ordered by the Judge presiding, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

5. Termination. This Contract may be terminated by the County for good cause, with the approval of the majority of the County and District Judges serving Marion County. If a reason for termination is found to exist by any of the judges or the program director, written notice will be given to Attorney, and a private meeting will be held with the Attorney and judges present to discuss the relevant issues, and, thereafter, the judges will vote on the termination of Attorney's contract.
 - (a) County may terminate this agreement if Attorney closes his active office for the practice of law.
 - (b) County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.
 - (c) Attorney may terminate this agreement if County fails to make timely payments hereunder.
 - (d) Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.
 - (e) This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.
6. Administration. The District Judges and the Marion County Judge will provide oversight and monitoring to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Marion County Judge, or the District Judges on the part of any person.
7. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Marion County.
8. Additional Terms and Conditions.
 - (a) The cases to be handled under this Agreement shall be non-capital murder cases in which the death penalty is sought. The appointments hereunder may include juvenile cases.
 - (b) Attorney will be responsible for three different categories of cases in County and District Court:
 - Level One. Felonies
 - Level Two. Misdemeanors

Level Three. Juveniles

- (c) A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. The Attorney is also subject to the provisions of the Marion County Indigent Defense Plan and failure to comply with those provisions may result in termination of this Contract by the County upon a finding of non-compliance by the County and District Judges serving Marion County.
- (d) Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

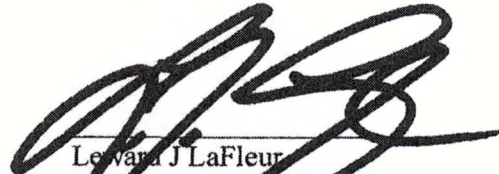
ATTORNEY:



Brandon Winn
Attorney at Law
105 Simpson
Gilmer, TX 75644
903-843-3061 phone
903-843-2816 fax
Winnlawfirm@gmail.com

Date: NOV 30, 2023

COUNTY:



Leeward J LaFleur
Marion County Judge
102 W Austin, Room 205
Jefferson, TX 75657
903-665-3261 phone
903-665-8732 fax
leward.lafleur@co.Marion.tx.us

Date: 11-27-2023

ATTORNEY FEE SCHEDULE

Total compensation for appointed counsel services in the below listed misdemeanor, felony, and juvenile cases shall not exceed the following:

Guilty Plea - Misdemeanor	\$ 250.00
Guilty Plea - State Jail Felony	\$ 400.00
Guilty Plea - 3rd Degree Felony	\$ 400.00
Guilty Plea - 2nd Degree Felony	\$ 400.00
Guilty Plea - 1st Degree Felony	\$ 400.00
Guilty Plea - Multiple Case	\$ 500.00
Dismissal of Filed Case	\$ 400.00
Indictment Quashed	\$ 250.00
Revocation of Probation	\$ 350.00
Pre-trial representation where case never filed	\$ 150.00

Exhibit "E"

713

SUBMITTER MERCHANT
MERCHANT CARD PROCESSING AGREEMENT
(For use by Pace Payment Systems U.S.-based Public clients)

Pace ("Pace," "us," or "our"), for itself and on behalf of Synovus Bank ("Member"), is very excited about the opportunity to provide you with state-of-the-art payment processing services. When your Customers pay you through Pace you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transactions you submit through Pace. You are also required to fill out an Application with Pace. The Application provides Pace with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Pace service as well as this Merchant Card Processing Agreement ("Agreement"). Together, we understand and acknowledge that you have contracted with Pace to obtain Card processing services with the Member on your behalf and that Pace has agreed to be responsible to the Member for your obligations for Transactions and as set forth in this Agreement.

The following information is designed to inform and assist you as we begin our relationship.

1. Your Acceptance of Cards

You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time. You understand that we may be required to modify this Agreement in order to comply with requirements imposed by the Payment Brands. Should that be necessary, we promise to give you at least 30 days written notice of any such changes.

In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions.

- (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
- (2) Accept only Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
- (3) Accept only Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).

If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is accept only debit/check card products or only credit and commercial products). If you accept on-line payment, you must display an appropriate notice to indicate acceptance of the limited acceptance category you have selected.

For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlement

Upon our receipt of funds from your Transactions, Pace will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and the Member. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.

You must not submit Transactions for payment until the goods are delivered or shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. Chargebacks

You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:

- (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
- (2) An authorization/approval code was required and not obtained;
- (3) The Transaction was fraudulent;
- (4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
- (5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. Data Security and Privacy

By signing below, you represent to us that you do not have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Pace. In the event that you do happen to receive Card Information in connection with the processing services provided by Pace under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brand Rules or applicable laws and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. Funding Schedule

In order to receive funds from Pace, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Pace's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Pace to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.

Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under this Agreement, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

Unless and until we receive written instructions from you to the contrary, all amounts payable by Pace to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: Verabank

ABA No:

Account No:

Reference: JP Precinct I Judge Carol Weesner

6. **Processing; Service Fee Transactions** You and Pace hereby agree that:

All Service Fee Transactions will be processed by Pace; and

All of your Card Transactions will be submitted by Pace on your behalf to the Member under the terms of this Agreement.

7. **Processing Fees.**

You agree to pay the processing fees in the amount specified in the Fee Schedule of the Application or as otherwise provided for in this Agreement. We may only increase the processing fees by giving you thirty (30) days advance written notice effective for Transactions submitted on and after the effective date of the increase.

8. **Term; Termination**

The initial term of this Agreement shall be month to month commencing on the earlier of (i) the date the Application is signed and approved by authorized officers of Pace or (ii) the date of the first Transaction (which may be a test Transaction) that is processed for you. This Agreement will continue from month to month unless terminated by either party with at least thirty (30) day's prior notice of its intent not to renew this Agreement.

9. **Definitions**

"Application" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us including credit and financial information.

"Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Chargeback" is a reversal of a Transaction you previously presented to Pace pursuant to Payment Brand Rules.

"Service Fee Transaction" is a charge to a customer's Card for the convenience of using the payment channel offered by you and Pace in connection with a Transaction.

"Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"Member" is Synovus Bank, or other entity providing sponsorship to Pace as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"Payment Brand" is any payment method provider whose payment method is accepted by Pace for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"Payment Brand Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands. You can access the Payment Brand Rules for Visa at <https://usa.visa.com/support/small-business/regulations-fees.html#3> and for MasterCard at <https://www.mastercard.us/en-us/merchants/get-support/merchant-learning-center.html>. The location of this information is subject to change.

"Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Pace from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA

DSS”), MasterCard’s POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended & from time to time.

“**Transaction**” is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

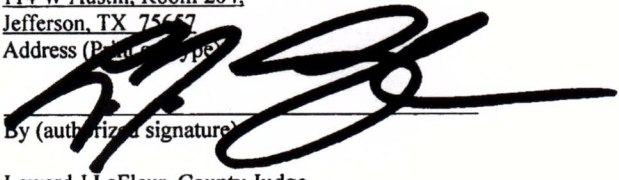
[Signature page to follow]

Agreed and Accepted by

Marion County Justice Court Pct 1
MERCHANT LEGAL NAME

114 W Austin, Room 204,
Jefferson, TX 75667
Address (Print or Type)

By (authorized signature)


Leward J LaFleur, County Judge
By: Name, Title

11-27-2023
Date

Agreed and Accepted by:
PACE PAYMENT SYSTEMS

Address (Print or Type)

By (Authorized signature)

By: Name, Title (Print or Type)

Government Owned Addendum

(Municipal Utilities, Municipalities, Gov't Agencies)

This Addendum supplements the Merchant Application and/or Agreement executed and submitted by Marion County Justice Court Pct 1 (Legal Name – "Merchant"). As such, this Addendum shall (i) be deemed incorporated into and a part of Merchant's Application to establish a Merchant account with Pace and Synovus Bank, and (ii) in accordance with such Merchant Application and Agreement, constitute a part of the entire Agreement governing all Merchant accounts.

FUNCTION

Merchant is a Government Entity. Function of Merchant
Justice of the Peace
Authorized Purpose of Government Entity?
Collections of Fines/Fees

Authorized Representative

I, the undersigned, certify: • that I am an officer or other authorized representative of the Merchant ("Authorized Representative") and • that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreement • that I am duly authorized to submit this Addendum and all information contained herein on behalf of the Merchant.	By submitting this Addendum, Merchant, through the undersigned Authorized Representative: • represents and warrants that the person submitting this Addendum is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements • represents and warrants that all information contained within this Addendum is true, complete and not misleading.
Authorized Representative: X  Leward J LaFleur, County Judge Signature Print Name	11-27-2023 Date

**Agreement for Information Technology
Products and Services
Amendment No. 3**

**Avenu Enterprise Solutions, LLC
Marion County, Texas**

This third amendment ("Amendment No. 3") is made by and between **Avenu Enterprise Solutions, LLC**, 8600 Harry Hines Blvd., Dallas, TX 75235 ("Avenu") and **Marion County**, 102 West Austin Street, Jefferson, TX 75657 ("Client").

RECITALS

WHEREAS, Client and Avenu executed the Agreement for Information Technology Products and Services ("Agreement"), effective September 22, 2016 through September 21, 2021, with the option to extend the Term for two (2) additional five-year periods; and

WHEREAS, effective September 22, 2021, the Parties executed Amendment No. 1 to exercise the first option to extend the Term for a five-year period through September 21, 2026; and

WHEREAS, effective July 6, 2022, the parties executed Amendment No. 2 to modify the Term as extended under Amendment No. 1, through September 21, 2027; and

WHEREAS, the parties now desire to amend the Agreement to purchase additional Products and Services.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, Avenu and Client (each individually a "party" and collectively, the "parties") agree as follows:

1. This Amendment No. 3 is effective on January 1, 2024 ("Amendment Effective Date").
2. Schedule A (Statement of Work), Section A (Scope of Services), Avenu Responsibilities, as revised under Amendment No. 1, is modified to add the following new paragraph number 9:
 9. *Avenu will deliver and install the 20/20 Perfect Vision Property Fraud Alert Notification Solution on the Client's current System setup.*
3. Schedule A (Statement of Work), Section D (Payment and Rates), as revised under Amendment No. 1, is modified to add the following new rows to the pricing table:

Services	Price
Property Fraud Alert Notification Solution License & Setup Fee	\$3,000.00 one-time fee
Property Fraud Alert Notification Solution Annual Support & Maintenance	\$1,200.00 billed annually in advance

4. All other terms and conditions of the Agreement, except as modified by this Amendment No. 3, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and Client have executed this Amendment No. 3.

Avenu Enterprise Solutions, LLC

Authorized Signature

James Barkman

Name

Chief Financial Officer

Title

Date

Marion County



Authorized Signature

Leward Lafleur

Name

Marion County Judge

Title

November 27, 2023

Date