

102 West Austin Street, Suite 205
Jefferson, Texas 75657



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

Hon. Leward J. LaFleur
Marion County Judge

Commissioner J.R. Ashley
Commissioner Paul D. Webb

Commissioner Jacob Pattison
Commissioner Gered R. Lee

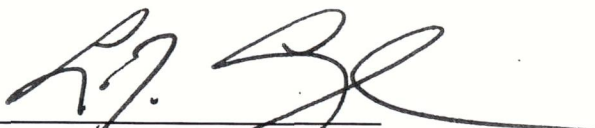
Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 31st March, 2025 at 9:00 a.m. in the County Commissioners Courtroom, 114 W. Austin 2nd Floor, Jefferson, TX and that the following subjects will be discussed:

Prayer

Pledges of the American and Texas Flag

1. Consent agenda:
 - a. Consider approval of minutes – March 10, 2025
 - 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. Consider approval of bond: Cynthia Elaine Simmons, Clerk for Justice of the Peace Precinct 1
 - e. County Auditor to make financial report
2. Consider for approval proclamation designating April 2025 as Sexual Assault Awareness Month (S.A.A.M) authorizing County Judge to sign.
3. Consider for approval the appointment of a new board member to the Cypress Valley Navigation Board.
4. Ted McKinnon to address the court on airport operations and take any action necessary.
5. Consider for approval QTPOD Subscription Service Agreement authorizing County Judge to sign.
6. Consider for approval 2024 Budget Line – Item transfer corrections.
7. Ratify purchase of 2025 Dodge Durango V-8 vin 1C4SDJFT9SC516296 for \$57,618.00 from Dodge City through BuyBoard contract #724-23 with Sheriff Special District Tax Fund.
8. Consider for approval, award of quote for Copier for Justice of the Peace Courtroom through LATCF Revenue authorizing County Judge to sign contracts.

FILED FOR RECORD
25 MAR 27 PM 1:10
MARION COUNTY CLERK
CO. CLERK MARION CO. TX
B. J. M.


Leward J. LaFleur
County Judge
Marion County, Texas

MINUTES OF MARION COUNTY COMMISSIONERS' COURT

MARCH 31, 2025

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on March 31, 2025. All members present with County Judge Leward LaFleur presiding.

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

ITEM NO. 1

CONSENT AGENDA:

- a. ORDER APPROVING MINUTES OF MEETING ON MARCH 10, 2025
- b. ORDER TO EXAMINE ALL ACCOUNTS AND REPORTS RELATING TO FINANCES OF THE COUNTY
- c. ORDER TO AUDIT AND SETTLE ALL ACCOUNTS AGAINST COUNTY AND DIRECT THEIR PAYMENT
- e. ORDER TO APPROVE BONDS: CYNTHIA ELAINE SIMMONS, CLERK FOR JUSTICE OF THE PEACE PRECINCT 1
- d. ORDER TO APPROVE COUNTY AUDITOR FINANCIAL REPORT

Motion by Lee, seconded by Pattison to approve the consent agenda. All members present voted Aye. Motion carried 3-0.

ITEM NO. 2**ORDER TO APPROVE PROCLAMATION DESIGNATION APRIL 2025 AS SEXUAL ASSAULT AWARENESS MONTH (S.A.A.M) AUTHORIZING THE COUNTY JUDGE AND TO SIGN AND THE COMMISSIONERS.**

Motion by Lee, seconded by Pattison. All members present voted Aye. Motion carried 3-0.

See Exhibit "A" attached

ITEM NO. 3**ORDER TO APPOINT CAPTAIN RONNIE LARUE AS OUR CYPRESS VALLEY NAVIGATION BOARD MEMBER.**

Motion by Lafleur, seconded by Lee. All members present voted Aye. Motion carried 3-0.

ITEM NO. 4**TED MCKINNON TO ADDRESS THE COURT ON AIRPORT OPERATIONS AND TAKE ANY ACTION NECESSARY.**

Presentation Only
See Exhibit "B" attached

ITEM NO. 5**ORDER TO APPROVE QTPOD SUBSCRIPTION SERVICE AGREEMENT AUTHORIZING COUNTY JUDGE TO SIGN.**

Motion by Lee, seconded by Webb. All members present voted Aye. Motion carried 3-0.

See Exhibit "C" attached

ITEM NO. 6**ORDER TO APPROVE 2024 BUDGET LINE – ITEM TRANSFER CORRECTIONS,**

Motion by Lee, seconded by Pattison. All members present voted Aye. Motion carried 3-0.

See Exhibit "D" attached

ITEM NO. 7**ORDER TO APPROVE PURCHASE OF 2025 DODGE DURANGO V-8 VIN
1C4SDJFT9SC516296 FOR \$57,618.00 FROM DODGE CITY THROUGH BUYBOARD
CONTRACT #724-23 WITH SHERIFF SPECIAL DISTRICT TAX FUND.**

Motion by Pattison, seconded by Lee. All members present voted Aye. Motion carried 3-0.

See Exhibit "E" attached

ITEM NO. 8**ORDER TO AWARD DATAMAX THE COPY BID WE PUT OUT IN THE AMOUNT
OF \$2,953.89.**

Motion by Lafleur, seconded by Webb. All members present voted Aye. Motion carried 3-0.

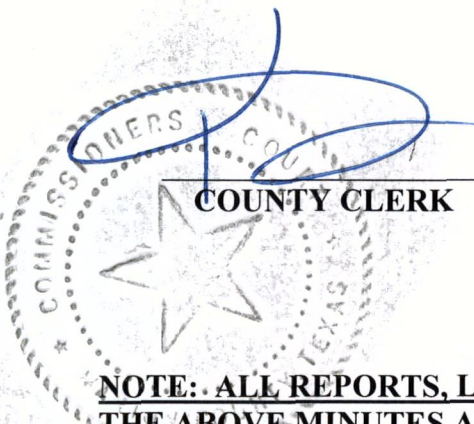
See Exhibit "F" attached

ORDER TO ADJOURN

Motion by Lee, seconded by Pattison. All members present voted Aye. Motion carried 3-0.
Meeting adjourned at 9:30 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"

**Sexual Assault Awareness Month
2025 Proclamation**

Whereas, Sexual Assault Awareness Month calls attention to the fact that sexual harassment, assault, and abuse are widespread and impact every person in this community, with an American being sexually assaulted every 68 seconds; and

Whereas, Rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 20 men have been sexually assaulted at some point in their lives; and

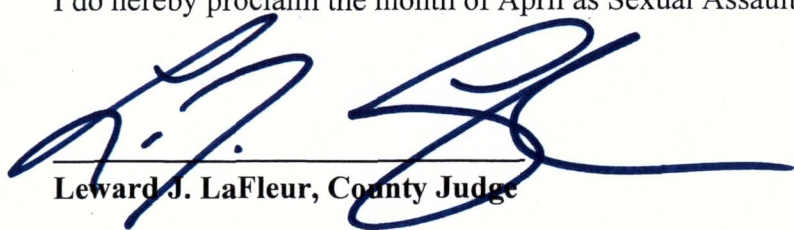
Whereas, We must work together to educate our community about sexual assault prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

Whereas, With leadership and dedication, we can be successful in preventing sexual assault in East Texas by increasing education, awareness, and community involvement; and

Whereas, The Women's Center of East Texas provided services to 232 sexual assault survivors in 2024; and

Whereas, Marion County, strongly supports the efforts of national, state, and local partners, and of every citizen, to actively engage in public and private efforts to prevent sexual assault. It's time for all of us to take appropriate action and support one another to create a safer environment for all.

Now therefore, Marion County, joins advocates and communities across the nation in playing an active role to end sexual assault. Along with the United States Government and State of Texas, I do hereby proclaim the month of April as Sexual Assault Awareness Month in **Marion County**.



Leward J. LaFleur, County Judge

Absent
J. R. Ashley
Commissioner, Pct. 1

Jacob E. Pattison
Jacob Pattison
Commissioner, Pct. 2

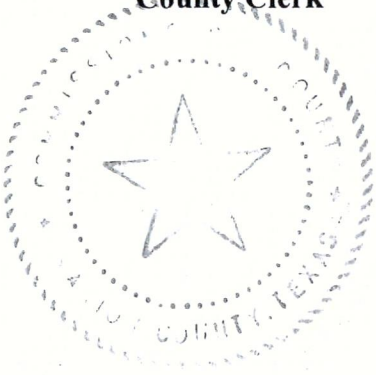
Paul D. Webb
Paul D. Webb
Commissioner, Pct. 3

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

Attest:

A handwritten signature in blue ink, appearing to read 'Kimberly Wise', is written over a horizontal line.

Kimberly Wise
County Clerk



B-C COMPANY, INC.

P. O. BOX 136729
FT. WORTH, TEXAS 76136
PHONE (817) 236-6000 FAX (817) 236-3000
EMAIL: mikeb@b-ccompany.net

March 11, 2025

Cypress River Airport
270 Cypress River Airport Rd.
Jefferson, TX 75657

Subject: Quote- LED PAPI

Attn: Ted McKinnon

Quote 2025R03 Cypress River Airport

Provide labor, materials etc. to replace existing incandescent PAPIs with LED PAPIs.
Installation to include new anchors, baseplates, initial unit aiming, and all cabling associated with installation.
Airport will have first right of airport equipment.

PAPI equipment is 4 year warranty of the manufacturer. Any possible failures related to labor are 1 year, and at contractor's discretion. Any failures such as lightning strike, plane strike, etc. are not under warranty. Unit maintenance after install is responsibility of owner, such as cleaning of glass, aiming adjustments, and checking of hardware.

Total: \$50,558.20

Respectfully,

Michael Bartholomew
Field Services

Quotes are valid for 30 days.

B-C COMPANY, INC.

67

**P. O. BOX 136729
FT. WORTH, TEXAS 76136
PHONE (817) 236-6000 FAX (817) 236-3000
EMAIL: mikeb@b-ccompany.net**

February 27, 2025

Cypress River Airport
270 Cypress River Airport Rd.
Jefferson, TX 75657

Subject: Quote- LED Beacon

Attn: Ted McKinnon

Quote 2025R02 Cypress River Airport

Provide labor, materials etc. to remove old beacon off the tip-down pole and install a new LED L801 beacon unit. Airport will have first right of refusal of the existing beacon.

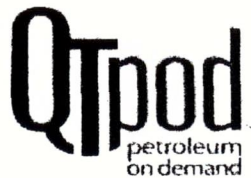
Total: \$16,456.00

Respectfully,

Michael Bartholomew
Field Services

Quotes are valid for 30 days.

Exhibit "C"



2605 Trade Centre Ave, Suite B
Longmont, CO 80503
888.412.5332 www.QTpod.com

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of the 1st of the month following installation of the M4000 ("**Effective Date**"), between QTPOD, LLC, an Oregon limited liability company ("**QTPOD**") and Cypress River Airport ("**Customer**"). Customer and QTPOD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

- A. Customer has purchased QTPOD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and
- B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "**Term**."

2. License, Services and Fees.

2.1. Subject to the terms and subject to the conditions set forth in this Agreement, QTPOD hereby agrees to provide cloud-based access and grants Customer a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support, any and all intellectual property, and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QTPOD will provide the Services via a web-based service interface application that will be provided, defined and determined by QTPOD.

2.2. Adjustment of Fees. QTPOD shall have the right to adjust the Fees at the start of any renewal term. Should QTPOD intend to adjust the Fees, it shall provide the Customer with notice of the change in Fees at least one hundred and twenty (120) days prior to the expiration of the then current term.

2.3. Documentation. In connection with the Services, QTPOD may provide the Customer with user manuals, handbooks, and guides relating to the Services either electronically or in hard copy form.

Subject to the terms and conditions contained in this Agreement, QTPOD hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.4. Reservation of Rights. QTPOD reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

3. Responsibilities of QTPOD.

3.1 Services. QTPOD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QTPOD's systems may be periodically offline or otherwise inoperable in order for QTPOD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QTPOD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QTPOD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QTPOD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 Modification. QTPOD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QTPOD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 Support. QTPOD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

4. Responsibilities of Customer.

4.1 Format and Internet Connection. Customer will be responsible for delivering and receiving data to and from QTPOD's server(s) in the format required by QTPOD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit unless a cellular connection is supplied by QTPOD. Customer shall also provide QTPOD with a static IP address or a specific range of static IP addresses.

4.2 Access to M4000. Customer will provide QTPOD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QTPOD in the performance of its obligations under this Agreement.

4.3 Confidentiality of End User's Data. QTPOD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 Updates. QTPOD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 End User Communications. QTPOD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 Proper Use. Customer is responsible for using the Services in the manner instructed by QTPOD and otherwise in the manner intended. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The software used in connection with the

Services is QTPOD's proprietary software and Customer shall not at any time, directly or indirectly to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

5. Terms of Payment.

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QTPOD's invoice.

6. Taxes.

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QTPOD with proper tax exemption certificates.

7. Minimum Technical Specifications.

Unless QTPOD is supplying a cellular connection, Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

8. Scope and Limitations.

Customer acknowledges that QTPOD is responsible only for providing Customer with data transmission. QTPOD is not providing any information relating to any credit report, nor should any information provided by QTPOD be used to create or modify any credit report. QTPOD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

Notwithstanding anything to the contrary in this Agreement, QTPOD may temporarily suspend Customer's access to any portion or all of the Services if: (i) QTPOD reasonably determines there is a threat or attack on any of the software or Customer's use of the software disrupts or poses a security risk to QTPOD or to any other customer or vendor of QTPOD; or (ii) Customer is using the Services for fraudulent or illegal activity. QTPOD shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. QTPOD shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. QTPOD will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

9. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], [that is/and whether or not] marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing,

each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Limited Warranty.

10.1 QTPOD does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit 2. THE FOREGOING WARRANTY DOES NOT APPLY, AND QTPOD STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

10.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND QTPOD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. QTPOD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QTPOD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. Indemnification.

11.1 Customer Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless QTPOD, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to Customer's misuse of the Services, data breaches within the Customer's network, or Customer's misconduct or negligence.

11.2 QTPOD Indemnity. QTPOD shall indemnify, defend and hold harmless Customer, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to claims that the Services infringe or misappropriate any intellectual property right. In the event of such a claim, or if QTPOD reasonably believes that the Service is likely to become the subject of such a claim, then QTPOD shall, at its expense: (a) obtain for Customer the right to continue using such Service; (b) replace or modify the Service so that it does not infringe upon or misappropriate such intellectual property right and maintains substantially similar functionality and performance; or, (c) in the event that QTPOD is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, QTPOD shall terminate this Agreement promptly reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

12. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QTPOD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

13. Cardholder and Transaction Information.

QTPOD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction (collectively, the "**Requirements**"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing.

14. Excused Non-Performance.

QTPOD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QTPOD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "**Force Majeure**") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; cyber-attacks; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QTPOD.

15. Default and Early Termination.

If Customer defaults in performance of any material obligation under this Agreement, QTPOD may terminate this Agreement, provided that QTPOD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QTPOD's reasonable satisfaction within thirty (30) days after QTPOD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QTPOD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the

provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

16. Miscellaneous Provisions.

16.1. Independent Contractor. Neither Party nor its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party's operations or over the manner and method by which such Party conducts its operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

16.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, by email, or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, notice given by email shall be deemed effective at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

Address for Notice:

QTPOD, LLC
2605 Trade Centre Ave., Ste. B
Longmont, CO 80503

Attention: _____

Email: _____

Address for Notice:

Cypress River Airport
102 West Austin, Room 102
Jefferson, TX 75657

Attention: County Auditor

Email: ssolomon@co.marion.tx.us

16.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

16.4 Assignment. Subscriber may not assign any of its rights, interests or duties under this Agreement without the prior written consent of QTPOD, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QTPOD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

16.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

16.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Colorado, without reference to its conflicts of law principles. **The Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement.** Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Colorado, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

16.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b)

constitute a continuing waiver; or (c) waive that right on any other occasion.

16.8 Amendments. This agreement may be amended only by a written instrument signed by both Parties, which writing must refer to this Agreement.

16.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "including without limitation." The word "or" is not exclusive and includes "and/or." The word "will" is a synonym for the word "shall." Reference to a "person" includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

16.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

16.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

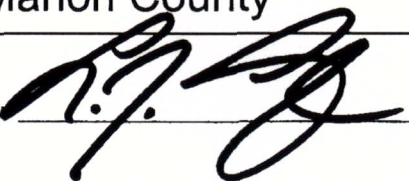
QTPOD, LLC

By: Matt Duncan

Name: Matt Duncan

Title: General Manager

Marion County

By: 

Name: Leward J LaFleur

Title: County Judge

Exhibit 1

Fees

1. Fee Plans

The following Fee Plans are available. Please select one.



Base Plan—\$1195 per unit, per year, \$4780 for five years if prepaid

Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates



Premium Plan—\$1,995 per unit, per year (Post-Warranty)

Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement

2. Cellular Option



The Services may be accessed through a cellular plan established by QTPOD at a cost of \$480 per unit, per year

3. Premium Plan Parts Replacement Terms and Conditions

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QTPOD will replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QTPOD's option) at no charge to charge Customer ("**Parts Replacement**"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QTPOD. In rare instances, a qualified technician may be required. For avoidance of doubt, Customer shall be liable for all onsite technician costs. QTPOD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QTPOD, a certified service company or an individual approved by QTPOD. Upon request, QTPOD may provide a list of qualified service companies or technicians, but in no event will QTPOD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QTPOD's Post Installation Checklist is completed and provided to QTPOD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QTPOD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QTPOD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QTPOD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QTPOD surge protection equipment.

Exhibit 2

Support and Service Level Agreement

1. **Technical Support Regarding Services**

Business Hours Support. QTPOD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.

24/7 Support. QTPOD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QTPOD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

2. **Service Level Objectives**

QTPOD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement ("**Uptime Percentage**"). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, "**Downtime**" includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QTPOD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer's applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1, Section 8, and Section 13 of the Agreement).

Exhibit "D"

??

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

<u>Dept</u>	<u>Code</u>	<u>Description</u>	<u>cr</u> <u>Increase</u>	<u>dr</u> <u>Decrease</u>
General				
County Attorney	10.517.4278	employee benefit		2600
	10.517.4301	supplies	3200	
	10.517.4298	official benefit		600
			3200	3200

78

Exhibit "E"

DODGE CITY**INVOICE****GRAB LIFE!!**

400 S Central Expwy
MCKINNEY, TX. 75070
PHONE : 972-569-9650



DATE: 3/19/2025

INVOICE # FJ516296

Bill To:

Ship To:

MARION COUNTY

Comments or Special Instructions: VIN 1C4SDJFT9SC516296

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	BUY BOARD#	TERMS
JEFF Y			Best Way	724-23	
QUANTITY	DESCRIPTION			UNIT PRICE	AMOUNT
1	2025 DODGE DURANGO PURSUIT V-6 ENGINE			\$38,511.00	\$38,511.00
1	BLACK IN COLOR			\$0.00	\$0.00
1	SPARE TIRE			\$125.00	\$125.00
1	BLACK VINYL FLOOR COVERING			\$400.00	\$400.00
1	HD CLOTH SEATS WITH VINYL REAR			\$120.00	\$120.00
1	BLACK LEFT LED SPOT LIGHT			\$650.00	\$650.00
1	REAR DOORS AND WINDOWS DEACTIVATED			\$275.00	\$275.00
1	V-8 ENGINE PURSUIT ENGINE UPGRADE			\$4,762.00	\$4,762.00
1	HG2 RUNNER LIGHTS			\$1,200.00	\$1,200.00
1	LEGACY LIGHT BAR WITH SYNC			\$2,750.00	\$2,750.00
1	SPEAKER BRACKET			\$350.00	\$350.00
1	JOTTO PARTITION			\$1,350.00	\$1,350.00
1	REAR CAGE			\$750.00	\$750.00
1	SETINA PUSH WITH LIGHTS			\$1,250.00	\$1,250.00
1	JOTTO CONSOLE			\$975.00	\$975.00
1	SIREN AND 21 BUTTON SLIDDER			\$1,175.00	\$1,175.00
1	JOTTO GUN LOCK			\$675.00	\$675.00
1	REAR WINDOW LIGHT STICK			\$750.00	\$750.00
1	BUY BOARD PURCHASE ORDER FEE			\$400.00	\$400.00
1	HG2 PILLAR LIGHTS RED/BLUE			\$1,150.00	\$1,150.00
				SUBTOTAL	\$ 57,618.00
				TAX RATE	0.00%
				SALES TAX	-
				SHIPPING AND HANDLING	
				TOTAL	\$ 57,618.00

MARION COUNTY, TEXAS
LATCF Revenue
Copier Quotes – Justice of Peace Courtroom

PROJECT

Coper for Justice of Peace Courtroom

Scope of Service/Item Description

Provide copier for arraignment copies, etc for Justices of Peace Courtroom

Bid Received

* Vendor:	Datamax		\$2,953.89
Description:	Canon iR ADV DX 529iFZ, finisher, cabinet		
	All-Inclusive Service Plan – maint calls, parts, toner	3,550 copies/mo	\$40.04 /month
	Overage copies		\$.0113
Vendor:	Ricoh		\$4,545.00
Description:	IM3500, cabinet, furnisher, plug		
	Quarterly maintenance cost – parts, labor, supplies	3,000 copies qtr	\$27.99
Vendor:	Ricoh		\$5,245.00
Description:	IM4000, cabinet, furnisher, plug		
	Qtrly maintenance cost – parts, labor supplies	3,000 copies qtr	\$24.30
	Overage copies		\$.0081
Vendor:	Innovative Office Systems LLC	\$177.27 X 60 mos	\$ 10,636.20
	Kyocera Taskalfa 3554ci, finisher, cabinet	2,350 copies mo	
	Parts, labor, toner, supplies		
	Overage rate		\$.0150

3. Verified that the successful quote was not excluded as a vendor per Sam.gov on:

(Insert Date)

Based on the contacts made concerning the scope of services/item description identified above and that the selected vendor is confirmed eligible to work on LATCF funded projects per SAM.gov on the date indicated above, the Marion County, Texas authorizes

Datamax

Supplier(s) Name to begin to supply the item(s) for the quote price.

Signature

Leward J LaFleur

Printed Name

Date

Marion County Judge

Title

3-31-25

Copier Purchase Contract
LATCF Funds

THIS AGREEMENT made this 31st day of March 2025 by and between Datamax (hereinafter called the "*Vendor*", and Marion County hereinafter called the "*County*."

WITNESSETH, that Vendor and the County for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Vendor shall furnish a copier under the LATCF project, all in strict accordance with the contract documents.

ARTICLE 2. The Contract Price. The County will pay the Vendor for the performance of the Contract, in current funds, the sum of two thousand nine hundred fifty-three dollars and eighty-nine cents (\$2,953.89) for one Canon iR ADV DX 529iFZ copier plus extra tray and surge protector.

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

- | | |
|---------------------------------|---------------------------------------|
| a. This Agreement | f. General Conditions, Part I |
| b. Equal Opportunity Guidelines | g. Non-collusion affidavit |
| c. Cooperative Purchasing Award | h. Conflict of Interest Form 1295 |
| d. Seat Belt Policy | i. Conflict of Interest Questionnaire |
| e. Cell Phone Usage Policy | j. Purchasing Boycott Form |
| | k. certification regarding lobbying |

ARTICLE 4. Performance. Delivery will be made to the county from DATAMAX on approximately _____.

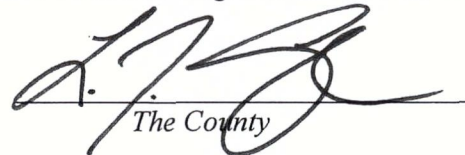
This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

(The Vendor)

By _____

Title _____


The County

By Leward J LaFleur

Title Marion County Judge

Vendor Certifications

I, _____, certify that I hold _____ position with the Vendor herein; and that I am duly authorized to act as said agent for the Vendor stated above.