

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: December 8, 2023
Meeting Date: December 21, 2023
Submitted By: Kristen Lesley
Department: Sheriff's Office - Jail
Signature of Elected Official/Department Head:
Adam King

Court Decision: <small>This section to be completed by County Judge's Office</small>
COMMISSIONERS COURT
DEC 21 2023
Approved

Description:

Consideration and approval of Genesis eBONDS Licensing and Service Provider Agreement and Associated Addendum between Johnson County and Gencore Candeo, Ltd. For Electronic Communication and Recording of Bail Bonds. Service allows bond agencies to make bonds and transmit data to Sheriff's Office without being physically present at Jail to facilitate release of inmates and streamline recordkeeping.

(May attach additional sheets if necessary)

Person to Present: Chief David Blankenship or Sheriff Adam King

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Genesis eBONDS Licensing and Service Provider Agreement

THIS SERVICE PROVIDER AGREEMENT (the "Agreement") is between GenCore Candeo, Ltd., 5800 Eagles Nest Blvd., Tyler, TX 75703 ("Genesis") and the State of Texas County of Johnson (the "County" or "Customer" or "Johnson County").

THIS SERVICE PROVIDER AGREEMENT between Johnson County and Genesis is effective as of the date of the last signatory to execute the document. The term of this contract shall commence **upon all signatures being completed.**

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

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

Contacts:

State of Texas County of Johnson

1102 E Kilpatrick Ave

Cleburne Tx, 76031

Chief Deputy David Blankenship

Email: dblankenship@johnsoncountytexas.org

Phone: 817.556.6058

GenCore Candeo, Ltd. Db a The Genesis Group

5800 Eagles Nest Blvd

Tyler TX, 75703

Acct Exec - Steve Feiden

Email: steve.feiden@ebondstx.com

Phone: 903.787.7409

1) Services:

a) Genesis shall provide the following:

- i) **eBONDS use license at zero cost (\$0.00 US Dollars) to the County.**
- ii) Initial eBONDS onboarding training of both County employees and bail bond agents/employees.
- iii) On call support. Support is provided to both County and bail bond users.
 - (1) Critical Support is available 24/7.
 - (2) Training and use support are available during regular weekday business hours.
- iv) Maintain Criminal Justice Information Service (CJIS) standards for websites and data security. County data shall remain secure and held encrypted.

b) County shall provide the following:

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

have either attended or unattended access to this VM/PC. The PC or VM shall be the County's responsibility to maintain and secure.

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

2) **Bail Bonds License Agreement**

- a) For County reference only: 1) In order to utilize the eBond service, each bail bond business shall pay an Electronic Bond Capture Allowance (EBCA) Fee in the amount of Ten US Dollars (\$10) to Genesis for each completed Surety bail bond transaction posted through eBONDS. (see below example) New bail bond businesses that are approved by the county after the initial eBONDS launch date, will only be required during their initial sign-in to eBONDS to agree to the terms within the website before use. *(For example, if an inmate has 3 charges and a bail bond company processes all 3 bonds for all three charges in the same eBONDS transaction, they will be assessed one Ten US Dollar (\$10) EBCA fee. However, if the bail bond company processes 1 bond for 1 charge at 10am and processes the other two bonds for the remaining 2 charges at 2pm, they will be assessed two Ten US Dollar (\$10) EBCA fees, one for the 10am transaction and one for the 2pm transaction.)*

3) **Definitions**

- a) Genesis eBONDS or eBONDS is a secure, web-based system that integrates relevant jail data into an automated bail bond application..
- b) Service Go Live Date – The date in which the Genesis eBONDS services is first used by the customer to process a bail bond and or payment.
- c) Critical Support is defined by software/website not accessible or unable to perform the basic function of eBONDS.

4) **Term and Conditions**

- a) **TERM.**

This Agreement will begin on the date of the signature of the last party to sign the Agreement. Except to the extent (if any) otherwise provided in this Agreement, the term of this Agreement will be automatically extended for successive one-year periods (subject to the "Termination" sections below), on the same terms and conditions as in effect immediately prior to the then-current expiration period, unless either party gives the other notice of non-extension at least sixty days before the then-current expiration date, and subject to the County's properly budgeted and appropriated funds for each successive fiscal year. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

b) SERVICES.

- i) This Agreement is a services agreement and is not intended to provide licenses or other rights in or to any software, hardware, technology or systems used by or on behalf of Genesis to provide the Services ("eBONDS"). Subject to the terms of this Agreement Genesis will provide access to the Services to Customer in accordance with the specifications for the Services. Upon request by Customer, Genesis may agree to provide additional services to Customer in connection with the Services.

c) ACCESS AND SECURITY.

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

d) LIMITATIONS.

- i) Subject to the terms of this Agreement, Customer may access and use the Services as set forth in this Agreement for Customer's own internal business purposes and the internal business purpose which it serves in the Location.

e) ADDITIONAL CUSTOMER OBLIGATIONS.

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

f) CONTENT.

- i) Except for any data, information or other content ("Content") included on or made accessible through the Services by Genesis ("Genesis Content"), Customer will be solely responsible for all Content provided by or on behalf of Customer through the Services ("Customer Content"). Customer grants to Genesis all rights and licenses in and to such Content necessary for Genesis to provide the Services. Customer will not knowingly provide Content that: (a) is libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (b) infringes, misappropriates or otherwise violates any intellectual property rights or rights of publicity or

privacy; (c) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate the Services, System or any data or information; (d) violates any law, rule or regulation, or suggests, encourages or intends to incite any conduct that is illegal in any way or that advocates illegal activity; or (e) is materially false, misleading or inaccurate. Genesis has no obligation, and takes no responsibility, to review Content for accuracy or potential liability. Genesis's obligation will not extend beyond the term of this Agreement.

g) TERMINATION.

- i) Either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within thirty days after receiving written notice thereof from the non-breaching party. Upon expiration or termination of this Agreement for any reason, Genesis may cease all Services.
- ii) The SITE OWNERSHIP, INDEMNIFICATION, LIMITATION OF LIABILITY, CONFIDENTIALITY, and ADDITIONAL TERMS sections of this Agreement will survive expiration or termination of this Agreement for any reason.
- iii) Either party may terminate this Agreement in the event the direct or indirect ownership or control of Genesis changes. Termination under this section will require sixty days' written notice of intent to terminate.

h) SITE OWNERSHIP.

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

i) INDEMNIFICATION.

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

j) LIMITATION OF LIABILITY.

- i) OMITTED

k) CONFIDENTIALITY.

- i) "Confidential Information" Each party (the "Disclosing Party") may from time to time disclose to the other party (the "Recipient") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, planning, and other confidential or proprietary information that is marked or identified as confidential, or disclosed under circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information"). The Services and System, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, shall be considered Genesis's Confidential Information. The Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Recipient who have a need to know such Confidential Information for purposes of this Agreement. The Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- ii) "Exceptions" The Recipient's obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to the Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Recipient has become, generally available to the public; or (d) was independently developed by the Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body; provided that the Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at Genesis expense, in any lawful action to contest or limit the scope of such required disclosure. All information disclosure or claim of confidentiality is subject to the provisions of the Texas Public Information Act.

I) ADDITIONAL TERMS.

- i) "Relationship" Genesis and Customer are acting solely as independent contractors, and neither party is an agent or partner of the other. Nothing in this Agreement will be deemed to constitute a partnership, joint venture, or employer/employee relationship between the parties. Neither party will hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other party.
- ii) "Subcontractors" Customer acknowledges and agrees that some or all of Genesis's obligations hereunder will be provided by one or more third party service providers selected from time to time by Genesis (and subject to the approval of Customer if necessary to meet CJIS, TLETS, TCIC, NCIC or similar requirements).
- iii) "Notices" Communications and notices required or permitted under this Agreement will be deemed delivered when hand delivered to the receiving person, or when mailed, certified mail, return receipt requested, in first class U.S. mail, to the addresses specified on the initial page of this

Agreement, or when faxed to the fax number or electronically transmitted to the Internet address specified, with hard copy mailed within 3 days thereafter in the manner set forth above. Any party may change its address for purposes of this notice provision by giving notice in the manner prescribed above.

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

5) Signatures

State of Texas, County of Johnson

GenCore Candeo, Ltd. Dba The Genesis Group

Printed Name: **Judge Christopher Boedeker**

Printed Name: Paul Miller

Title: **Johnson County Judge**

Title: COO

Signature: 

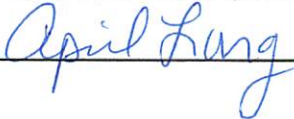
Signature: 

Date: December 21, 2023

Date: 5-Dec-2023

Attest:

Johnson County Clerk April Long

By:  (Deputy County Clerk)



Genesis eBONDS Licensing and Service Provider Agreement

Exhibit A

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

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

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

The required biometric signature pads can be purchased through Genesis (quoted upon request) or purchased through another approved vendor.

JOHNSON COUNTY CONTRACT TERMS
ADDENDUM to GENCORE CANDEO, LTD. dba THE GENESIS GROUP eBONDS
AGREEMENT

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This Addendum is part of an Agreement between JOHNSON COUNTY, TEXAS, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY" or "JOHNSON COUNTY" or "CUSTOMER") and GENCORE CANDEO, LTD. GENCORE CANDEO, LTD. dba THE GENESIS GROUP may be referred to herein as "GENCORE" or "GENESIS" or "COMPANY".

JOHNSON COUNTY and GENCORE a applicable may be collectively identified as the "Parties" or each individually a "Party"). This Addendum is part of the Agreement with GENCORE and is intended to modify (as set forth in this Addendum) all documents, including the Proposal and any acceptance of the Proposal put forth by GENCORE. This Addendum modifies (as set forth in this Addendum) the GENESIS eBONDS Licensing and Service Agreement and any other document proffered to COUNTY by GENCORE or their agents and other documents defining the Agreement between Johnson County, Texas and GENCORE.

2.1

This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. JOHNSON

COUNTY will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, JOHNSON COUNTY cannot enter into an agreement whereby JOHNSON COUNTY agrees to indemnify or hold harmless any other party; therefore, all references of any kind to JOHNSON COUNTY indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that COUNTY is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that COUNTY'S general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that COUNTY does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that COUNTY will not agree to waive any rights and remedies available to COUNTY under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that COUNTY will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that COUNTY will provide statutory workers

compensation for its employees; however, COUNTY does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

5.2

Texas Local Government Code Section 113.064. Approval of Claims by County Auditor, provides:

“(a) In a county that has the office of county auditor, each claim, bill, and account against the county must be filed in sufficient time for the auditor to examine and approve it before the meeting of the commissioners court. A claim, bill, or account may not be allowed or paid until it has been examined and approved by the auditor....”

Texas law requires that all disbursements of County funds be approved by the County Auditor and the Commissioners Court prior to such disbursement. JOHNSON COUNTY can and will make due disbursements following the approval of the disbursement by Commissioners Court (following the COUNTY’S receipt and review of a proper invoice through the proper COUNTY department responsible for the purchase of the goods or services). JOHNSON COUNTY cannot and does not authorize any entity to directly access County funds. COMPANY understands that the JOHNSON COUNTY Commissioners Court normally meets on the second and fourth Monday of each month or the day following such Monday if the Monday is a County holiday. COMPANY further understands that invoices must be received by the COUNTY **not less than fourteen (14) days prior** to the Commissioners Court meeting in order for a payment to be reviewed by the necessary departments and offices and placed on the “bill run” for the Commissioners Court.

5.3

JOHNSON COUNTY does not authorize COMPANY or any entity to initiate debit entries to JOHNSON COUNTY'S account at any financial institution. Any provision in any document authorizing an entity to access COUNTY funds or financial accounts electronically or otherwise and to make withdrawals or transfers of such funds is hereby deleted and is of no effect and the Agreement shall be deemed modified to comport with payment procedure prescribed by Texas law for Texas counties.

6.1

No officer, member or employee of COUNTY, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that JOHNSON COUNTY, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information COUNTY reasonably believes that GENCORE might lawfully seek to claim as confidential, then COUNTY will forward the request to GENCORE. It shall be the obligation of GENCORE to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with GENCORE in making such submission to the Texas Attorney General's Office. **GENCORE acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that JOHNSON COUNTY will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

JOHNSON COUNTY shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

GENCORE certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. **GENCORE** each state that it is not ineligible to receive State or Federal funds due to child support arrearages

7.2

GENCORE verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. **GENCORE** each verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.3

GENCORE verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

7.4

GENCORE verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

In this provision:

- (1) "Boycott energy company" has the meaning assigned by Section 809.001.
- (2) "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
- (3) "Governmental entity" has the meaning assigned by Section 2251.001.

7.5

At any time following the expiration of 180 DAYS from the execution of the contract, COUNTY may terminate the contract at its discretion, without charges for unutilized term, or penalty of any kind, by giving COMPANY 90 days written notice of such termination. This provision shall not be deemed to conflict with any other provision allowing JOHNSON COUNTY to terminate the contract upon a shorter or lesser notice.

8.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of JOHNSON COUNTY and signed by the Johnson County Judge or the COUNTY employee or official to whom authority has been explicitly delegated by the Commissioners Court.

8.2

Notwithstanding any other provision in this Addendum or the associated documents, to the extent GENCORE is being contracted to provide information technology and services or to maintain and make available information for use by JOHNSON COUNTY and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of JOHNSON COUNTY, TEXAS or the State of Texas or a political subdivision thereof.

8.3

At the termination of this Agreement, to the extent GENCORE or possesses or controls access to JOHNSON COUNTY data, upon request by COUNTY, GENCORE must copy the data to a storage medium in common use at the time or as agreed to by the Information Technology Department of JOHNSON COUNTY and deliver such medium and data to JOHNSON COUNTY INFORMATION TECHNOLOGY DEPARTMENT. GENCORE recognizes such data is data of the State of Texas or a political subdivision thereof and must be maintained according to the laws of the State of Texas governing the retention and storage of such data. Destruction of such data contrary to law and contrary to the rules promulgated by the Texas State Library and Archives Commission may be subject to criminal prosecution and civil liability.

8.4

All provisions of the agreement are modified such that in no event would JOHNSON COUNTY have less than 120 days from notice of termination of the Agreement to secure any data or records in a useable and readable format. JOHNSON COUNTY'S securing of such data or records is intended to be done and will be allowed to be accomplished in a common and economically efficient method extant at the time of extracting, copying and securing such data and records.

8.5

GENCORE will not factor its receivables (from Johnson County) to any company or bank without the permission of the Johnson County Commissioners Court.

8.6

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS JOHNSON COUNTY CONTRACT TERMS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENT(S) PUT FORTH BY GENCORE IS HEREBY DELETED.*

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Chris Boedecker
Christopher Boedecker
As Johnson County Judge

12/21/2023
Date

Attest: April Lang
County Clerk, Johnson County

12/21/2023
Date



GENCORE:

GenCore Candeo, Ltd. dba The Genesis Group
5800 Eagles Nest Blvd, Tyler, TX 75703
Paul W Miller
GENCORE

5-Dec-2023
Date