

# **iDocket - Professional Services Agreement County of Clay – UCMS County Clerk Office**

## **Project Description**

The purpose of this contract is to provide the County Clay a license to utilize iDocket's Uniform Case Management System (UCMS). The UCMS will assist the County Clerk in providing better services from their office.

The UCMS will allow the Clerk's office to accept eFiled documents, as well as enter, edit, and track trial court case information easily and efficiently.

## **Parties**

This agreement is between iDocket.com, LLC, hereinafter referred to as "iDocket," a Texas Limited Liability Company, whose offices are located at 447 Hickory, Hereford, Texas 79045; and Hon. Sasha Kelton, solely in her capacity as County Clerk of Clay County, Texas and not in her individual capacity, hereinafter referred to as "County" whose mailing address is P.O. Box 548, Henrietta, Texas 76365.

## **Term**

This agreement shall commence upon the signature of both parties and shall remain in full effect for a period of one (1) year. This agreement will automatically renew annually unless either party notifies the other with at least 30 days notice of its intent to not renew this agreement.

## **Services and Products provided by iDocket**

**Software:** iDocket agrees to provide the UCMS to enter, maintain, track, and manage Clerks' information. The UCMS platform will allow Clerks to enter and edit data as well as generate reports. The UCMS will provide the ability to completely manage Clerks' information.

The installation process will include training and verification. Training will include demonstrating the features of the UCMS to staff, providing instructions on the use of the software and answering questions about its use.

**Hardware:** The County will provide PC and networking hardware for their office needs. The PCs will include an acceptable operating system on PCs used for utilizing the case management software. The County is responsible for all computer hardware, hardware maintenance, internet connectivity and speed.

**Data Conversion:** iDocket will extract existing digital information from the current system in the Clerk's office. iDocket is experienced in Clerk's data extraction and will provide data conversion on a "best effort" basis and does not warranty or guarantee complete data conversion.

**Accessibility:** During Data Conversion iDocket will accept data, pdfs, and other agreed-upon system artifacts in their current states. No remediation or reverse engineering for Accessibility compliance will be performed on these artifacts except via an approved change order. The approved change order must specify the artifacts to be remediated and include agreement between both parties as to the price/cost to the customer for said remediation.

**Implementation:** iDocket will install the software in the Clerk's office. The installation process will include training and verification. Training will include demonstrating the features of the software to staff, providing instructions on the use of the software and answering questions about its use. Verification of the new applications will include integrity of newly entered data and functionality of the software.

**Software Maintenance and Upgrades:** iDocket shall provide maintenance for UCMS platform under this agreement stipulated under the **Costs** section contained herein. Software Maintenance also includes any software updates made to the software. County agrees to allow iDocket to keep the UCMS platform updated to the latest release which will ensure the best opportunity for support. iDocket will coordinate and be responsible for the implementation of software upgrades.

### **Quality of Services**

The software as provided by iDocket, is designed for maximum uptime and stability. There may be times, however, when the system becomes unusable for a short period of time. In the event of a system problem, the County is responsible for contacting iDocket support with all relevant information to the problem. The iDocket technical support will respond to problems in a timely manner, and will make a good faith effort to repair the problems as quickly as possible.

General questions or comments about the UCMS software may be directed to UCMS's Customer Service by e-mail at [support.cases@idocket.com](mailto:support.cases@idocket.com) or by calling 1-800-iDocket (1-800-436-2538) from 8-5 CST.

### **Services Provided by the County**

**Installation:** If requested by iDocket, the County agrees to provide a staff member during the installation and conversion process for verification of the integrity of the software. Duties of the staff person may include, but are not limited to, specifying data content and location of data on current system, verifying the accuracy of case information as displayed by the new software and providing work flow details on managing current information, i.e., what information is entered at each stage of data entry.

## **Costs**

Licensing, Training, Implementation, and Hosting covered by the Texas Office of Court Administration.

Conversion: Total conversion cost: \$2,500

The conversion cost will be invoiced and paid as follows:

\$2,500 conversion cost for the County Clerk's office will be invoiced upon contract signature and paid within 45 days of the invoice date.

Hosting: AWS Cloud will be designated as the "server" upon which the UCMS database and images will reside. iDocket is responsible for hosting and hosting maintenance agreements.

## **Use of Work Product**

Except as specifically set forth in writing and signed by both iDocket and the County, iDocket shall retain all copyright and patent rights with respect to programs developed under this agreement. Data and documents stored in the UCMS shall remain the property and in the County's custody. Access to the data and documents stored in the UCMS shall not incur any costs and will be provided in a standard industry format.

## **Confidential Information**

iDocket shall hold in trust for County, and shall not disclose to any nonparty to the Agreement, any confidential information of the County. Confidential information is information that relates to County's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer design and programming.

iDocket hereby acknowledges that during the performance of this contract, iDocket may learn or receive confidential County information and therefore iDocket hereby confirms that all such information relating to the County's business will be kept confidential by iDocket, except to the extent that such information is required to be divulged to the iDocket clerical or support staff or associates in order to enable iDocket to perform contractual obligations. Acceptance of this Agreement in no way limits or restricts the scope of services iDocket is able to perform outside this Agreement.

## **Termination of Agreement**

Either party may terminate this agreement with written notice to the address stated herein in the event that either party fails to perform its obligations as stated within the above **Quality of**

**Services** Provision. No such notice of termination shall be given, however, unless the party in default has been given prior written notice of its default and has failed to cure said default within ninety (90) days of notice.

The County can terminate this agreement by giving notice with at least thirty days prior notice to the anniversary of the agreement to not renew this agreement for another annual term. Upon termination of this agreement, 1) the County agrees to not use the software; and 2) iDocket agrees to provide the County with all their digital information (data) including document images on an electronic media in a standard industry format.

### **Disputes**

Any disputes between the parties related to this Contract which are not resolved through informal discussion will be submitted to the Texas Office of Court Administration. The parties to the mediation shall bear the mediation cost equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

### **Limited Warranty**

iDocket warrants to the County that the material, analysis, data, programs, and services to be delivered or rendered under this agreement will be of the kind and quality designated and will be performed by qualified personnel. iDocket makes no other warranties whether written, oral or implied, including without limitation warranty or fitness for purpose of merchantability. In no event shall iDocket be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to iDocket in advance or could have been reasonably foreseen by iDocket.

### **Applicable Law**

iDocket shall comply with all applicable laws in performing Services stipulated in the agreement, but shall be held harmless for violations of any government procurement regulation to which it may be subject but to which reference is not made. This Agreement shall be construed in accordance with the laws of the State of Texas.

### **Complete Agreement**

This agreement embodies the entire understanding of the parties in relation to the design, development, implementation, support, and maintenance of a case management system.

### **Assignment**

Either party may not assign this Agreement without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

**Notices**

Notices to iDocket shall be sent to: Amelia Balderrama, CEO  
iDocket.com, LLC  
P.O. Box 31023  
Amarillo, TX 79120.

Notices to the County shall be sent to: Hon. Sasha Kelton, Clay County Clerk  
P.O. Box 548  
Henrietta, Texas 76365


In witness whereof, the parties have signed this agreement.

This contract contains a binding arbitration provision, which may be enforced by the parties.

County of Clay

 8/8/22  
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Hon. Judge Mike Campbell      Date  
Clay County Judge

\_\_\_\_\_  
Amelia Balderrama      Date  
CEO, iDocket.com

  
\_\_\_\_\_  
Hon. Sasha Kelton      Date  
Clay County Clerk

