

# PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and iDocket.com, LLC, hereinafter referred to as "iDocket", to be effective from and after the date as provided herein.

## WITNESSETH:

**WHEREAS**, the County desires to engage the services of iDocket to provide the software necessary to extract, filter, compress and transfer, as designated by the County, information from the County's file and fee docket that is currently available for public inspection in the County's office, for placement on the Internet. iDocket will provide and host the website for the County's Court information on the Internet; and hereinafter referred to as the "Project"; and

**WHEREAS**, iDocket can provide specialized services to provide adequate Internet access to the information given by the County. Adequate Internet access is defined as providing public access to case information for a minimum of five (5) days in any given week. Normal and acceptable access will allow for maintenance updates requiring periodic downtime, and;

**WHEREAS**, iDocket desires to render such services for the County upon the terms and conditions provided herein.

## NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

### I. Services

1.0 The County hereby agrees to retain iDocket to perform services in connection with the Project; iDocket agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

### II. Scope of Services

2.0 The parties agree that iDocket shall perform such services as are set forth herein and described below and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written amendments may be authorized from time to time by the County.

2.0.1 iDocket agrees that all information provided by the County for placement on the Internet is not subject to resale or distribution to any other party, not used for any other purpose not stated within this Agreement.

2.0.2 iDocket supports its Internet website by charging Internet user fees for premium functions. The County shall receive 20% of all subscription revenues from Users indicating the Clerks' County as their primary County of interest. Payment shall be made on a timely basis and, along with payment, iDocket will submit a report listing quarterly subscription revenues for the County to the District and County Clerks.

2.0.3 iDocket agrees to implement, support, and maintain the Court information website as stipulated in the agreement at no charge to the County.

2.0.4 iDocket shall hold in trust for the County, and shall not disclose to any non-party to the Agreement, any confidential information of the County. Confidential information relates to the 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.

2.0.5 The District and County Clerks have the option to make their document images available for purchase on the iDocket website under this Agreement. The copy fees are paid monthly at 100% to the County.

2.0.6 This Agreement with iDocket will make Court case information available to the County, State, and Nation on a 24 hour per day, 7 day per week basis.

### **III. Schedule of Services**

3.0 iDocket agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described herein, and thereby made a part of this Agreement. iDocket shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, iDocket shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

### **IV. Compensation and Method of Payment**

4.0 The parties agree that there will be no charge to Collin County for these services. iDocket shall compensate the County at a rate of 20% of all subscription services and 100% of all copy services resulting from use of their site pursuant to this Agreement.

### **V. Information to be provided by the County**

5.0 The County agrees to furnish to iDocket, prior to iDocket's commencement of its services, all the information set forth and described herein and thereby made a part of this Agreement. iDocket represents that it understands the scope of this Agreement and can fully perform its obligations pursuant to this Agreement. Any failure of iDocket to acquaint itself with the available information will not relieve iDocket from its responsibilities pursuant to this Agreement.

### **VI. Progress Meetings**

6.0 iDocket agrees to attend meetings scheduled with the County and other meetings as may be required, related to the "Project" and scheduled by County. iDocket shall, at such meetings, outline work accomplished and special problems encountered in connection with the Project during the previous report period, as well as planned work activities and special problems anticipated for the next report period.

## **VII. Insurance**

7.0 iDocket agrees to meet all insurance requirements as set forth on Exhibit "A" which is attached hereto and thereby made a part of this Agreement.

## **VIII. Indemnity**

8.0 iDocket agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable iDocket's fees and expenses, arising out of or occasioned by iDocket's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of iDocket, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts iDocket is legally liable.

## **IX. Independent Contractor**

9.0 In the performance of services hereunder, iDocket shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

## **X. Assignment and Subletting**

10.0 iDocket agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. iDocket further agrees that the assignment or subletting of any portion or feature of the services required in the performance of this Agreement shall not relieve iDocket from its full obligations to the County as provided by this Agreement.

## **XI. Audits and Records/Prohibited Interest**

11.0 iDocket agrees that at any time during normal business hours, and as often as County may deem necessary, iDocket shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

11.0.1 iDocket acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest with the County.

## **XII. Contract Termination**

12.0 The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to iDocket. In the event of such termination without cause, iDocket shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by iDocket in connection with this Agreement. iDocket shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement. Regardless of which party initiates termination, iDocket shall be make full and final payments to Collin County for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

## **XIII. Complete Contract**

13.0 This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and iDocket. Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon iDocket by law with respect to iDocket's duties, obligations, and performance hereunder. iDocket's liability hereunder shall survive the County's final acceptance. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. iDocket acknowledges that the County is relying upon iDocket's skill and experience in performing the services pursuant to this Agreement.

## **XIV. Mailing of Notices**

14.0 Unless instructed otherwise in writing, iDocket agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Collin County  
Attn: Purchasing Department  
2300 Bloomdale, Suite 3160  
McKinney, TX 75071

County agrees that all notices or communications to iDocket permitted or required under this Agreement shall be addressed to iDocket at the following address:

iDocket.com  
1616 S. Kentucky  
Bldg D, Ste 100  
Amarillo, TX 79120

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

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## **XV. Miscellaneous**

### **A. Paragraph Headings**

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

**B. Interpret Contract Fairly**

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

**C. Venue/Governing Law**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

**D. Parties Bound**

County and iDocket, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

**E. Severability**

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

**F. Effective Date**

This Agreement shall be effective on date of approval by Collin County Commissioners Court.

**G. Term of Agreement**

The term of this Agreement shall be in effect until terminated by either party in accordance with the terms contained herein.

**H. Observe and Comply**

iDocket shall at all times observe and comply with all federal and State laws and regulations and with all County rules and procedures which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. iDocket agrees to defend, indemnify and hold harmless the County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

**I. Financial Interest in any Contract by Owner's Officers, Employees or Agents**

No officer, employee or agent of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER or be financially interested, directly or indirectly, in the sale to the

OWNER of any land, materials, supplies or services, except on behalf of the OWNER as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the OWNER shall render the contract involved voidable by the OWNER.

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: 1-8-14

COLLIN COUNTY, TEXAS

By: *Michalyn Rains*  
Michalyn Rains, CPPO, CPPB  
Purchasing Agent  
Court Order No. 2014-005-01-06

Date: 12-18-13

iDOCKET

By: *AB*

Title: CEO  
Armando Balderama

1-6-14  
2/1

ACKNOWLEDGMENT

STATE OF TEXAS }

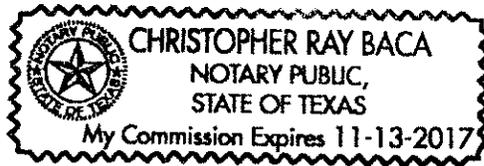
COUNTY OF Potter }

BEFORE ME, Christopher Baca on this day personally appeared Armando Balderama of LLC, a Corporation, known to me (or proved to me on the oath of \_\_\_\_\_ or through Texas Driver License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18<sup>th</sup> day of December, 2013.

[Signature]  
\_\_\_\_\_  
Notary Public, State of Texas

Christopher Baca  
\_\_\_\_\_  
Printed Name



My Commission expires on the 13<sup>th</sup> day of November, 2013.

STATE OF TEXAS }

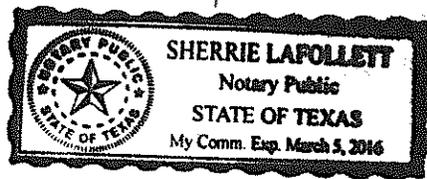
COUNTY OF COLLIN }

BEFORE ME, Sherrie LaFollett on this day personally appeared Michalyn Rains, CPPO, CPPB, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8 day of January, 2014 <sup>2014</sup> ~~2013~~.

[Signature]  
\_\_\_\_\_  
Notary Public, State of Texas

Sherrie LaFollett  
\_\_\_\_\_  
Printed Name



My Commission expires on the 5 day of March, 2016.