

iDocket.com, LLC - Professional Services Agreement

Project Description

The purpose of this contract is to provide the County of Hidalgo a license to utilize the Sapphire Human Resource (HR) software package from iDocket.com assisting the county in providing efficient HR services county-wide.

The Human Resource Software (Sapphire) will allow the HR Department office to securely and confidentially administrate employee records/files and associated documents. The software will assist in the management of department slots and vacancies as well as run key and essential reports.

Parties

This agreement is between iDocket.com, LLC, hereinafter referred to as "iDocket," a Texas Limited Liability Company, whose offices are located at 1616 S. Kentucky, Bldg D Ste 100, Amarillo, TX 79102; and the County of Hidalgo Texas, Ramon Garcia, County Judge and Esther Cortez, Human Resource Director, in their official capacities only. Offices located at 1615 South Closner, Ste. F, Edinburg, TX 78539

Term

This agreement shall commence upon signature of both parties and shall remain in full force and 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 software (Sapphire) for the administration and management of Human Resource records.

Software Maintenance and Upgrades: iDocket shall provide maintenance for the software provided 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 maintain the current release of software to ensure the latest enhancements and a uniform level of software 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.

Costs

Software: Software license fees and all related services for the software are provided to the County of Hidalgo, Human Resource Department for a price of three-hundred dollars (\$300.00) per month.

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.

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 any digital records or information in its possession.

Disputes

Any disputes between the parties related to this Contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. 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.

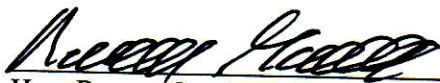
Notices

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

Notices to the County shall be sent to: Esther Cortez
Dir, Human Resources, Hidalgo County
1615 South Closner, Ste. F
Edinburg, TX 78539

In witness whereof, the parties have signed this agreement.

County of Hidalgo



Hon. Ramon Garcia
County Judge

Date for



Renslar R. Keagle, President

Armando Balderrama
CEO, iDocket.com, LLC

Date

Approved by Commissioners' Court

on 2/8/2011 