

Professional Services Agreement

Parties

This Agreement is effective this 19th day of **November, 2013** by and between iDocket.com, LLC, a Texas Limited Liability Company, whose offices are located at 1616 S. Kentucky, Bldg D Ste 100, Amarillo, TX 79102 (“iDocket”) and the County of Hidalgo Texas with offices located at 208 W. Cano Street, Edinburg, TX 78539 (“County”).

Project Description

The purpose of this Agreement is to provide the County a license to utilize the Sapphire Human Resource (HR) software package from iDocket.com (“Sapphire”) to assist the County in providing efficient HR services county-wide. Sapphire will allow the County 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.

Term

This Agreement shall commence upon signature of both parties and shall remain in full force and effect from the date hereof to December 31, 2013. After December 31, 2013 this Agreement shall automatically renew for successive twelve (12) month periods on the same terms and conditions as contained herein, unless terminated by County without cause on thirty (30) days written notice to iDocket.

Services and Products provided by iDocket

iDocket agrees to provide Sapphire software for the administration and management of County’s Human Resource records.

Software Maintenance and Upgrades: iDocket shall provide maintenance for the Sapphire software provided under this Agreement stipulated under the **Costs** section contained herein. Sapphire Software Maintenance also includes any Sapphire software updates made to the software. County agrees to allow iDocket to maintain the current release of Sapphire software to ensure the latest enhancements and a uniform level of software for support. iDocket will coordinate and be responsible for the implementation of Sapphire software upgrades.

Quality of Services

The Sapphire 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

Sapphire Software: Sapphire Software license fees and all software maintenance and upgrades including but not limited to 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.

Commitment of Current Revenues Only.

In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

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.

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.

Notwithstanding anything to the contrary herein, County may terminate this Agreement without cause on thirty (30) days written notice to iDocket.

Disputes

Any disputes between the parties related to this Contract which is not resolved through informal discussion will be submitted to a non-binding mediation. 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 AND IS PERFORMABLE IN HIDALGO COUNTY, 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

Neither party may 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.

This Agreement terminates all previous agreements between Hidalgo County and iDocket relating to Sapphier software.

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: Hidalgo County Judge
302 W. University Dr.
Edinburg, Texas 78539

Attention: Esther Cortez
Dir, Human Resources, Hidalgo County
208 W. Cano Street
Edinburg, TX 78539

Zimbra

evangelina.garcia@co.hidalgo.tx.us

Re: Professional Services Agreement

From : Evangelina Garcia
<evangelina.garcia@co.hidalgo.tx.us>

Mon, Oct 07, 2013 03:21 PM

 1 attachment

Subject : Re: Professional Services Agreement

To : Steve Crain <scrain@atlashall.com>

Thank you.....

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Monday, October 7, 2013 3:23:03 PM
Subject: RE: Professional Services Agreement

Good to go.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, October 07, 2013 3:07 PM
To: Steve Crain
Subject: Re: Professional Services Agreement

Here you go Mr. Crain, my apologies on this agreement, hopefully, this will be it.

Thank you

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Monday, October 7, 2013 2:44:44 PM
Subject: RE: Professional Services Agreement

Under the paragraph titled "Term" the word "less" should be "unless" and "(3)" should be "(30)".

From: Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]
Sent: Monday, October 07, 2013 2:37 PM
To: Stephen L. Crain
Cc: Martha Salazar
Subject: Re: Professional Services Agreement

Mr. Crain: