

# **Professional Services Agreement**

## **Parties**

This Agreement is effective this 19<sup>th</sup> 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





# Invoice

Date	Invoice#
10/11/13	286922

<b>Bill To</b>	
Hidalgo County Human Resources Esther A. Cortez 1615 South Closner, Ste. F Edinburg, Texas 78539 ACCT # 05241	
	HIDALGOHR



Terms	Due Date
Due on receipt	10/11/13

Description	Qty	Rate	Amount
SupportFee 20131101 to 20131201  <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p>INVOICE RECEIVED BY:              _____ ON _____              GOODS/SERVICES RECEIVED BY:              _____ ON _____</p> </div> <p>DATE : _____              APPROVED: _____</p>		300.00	300.00
Thank you for using iDocket.com		<b>Total</b>	300.00

Zimbra

evangelina.garcia@co.hidalgo.tx.us

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**Re: Professional Services Agreement**

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**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.....

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**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.

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**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

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**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)".

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**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:

Zimbra

evangelina.garcia@co.hidalgo.tx.us

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**Re: Revised Agreement-iDocket**

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

Wed, Oct 09, 2013 08:17 AM

**Subject :** Re: Revised Agreement-iDocket

**To :** Armando Balderrama <armandob@idocket.com>

**Cc :** sales@idocket.com

Good Morning Mr. Balderrama:

Thank you so much for this response. I will proceed to place it on the agenda for court action. I will keep you posted once this has taken place.

Thank you

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**From:** "Armando Balderrama" <armandob@idocket.com>  
**To:** "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>  
**Cc:** sales@idocket.com  
**Sent:** Tuesday, October 8, 2013 8:25:11 PM  
**Subject:** RE: Revised Agreement-iDocket

Our legal counsel has agreed to the revised contract. Let us know how we can assist you. Thank you.

Armando

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**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Monday, October 07, 2013 3:27 PM  
**To:** Armando Balderrama  
**Cc:** Sylvia Rios  
**Subject:** Revised Agreement-iDocket

Mr. Balderrama:

The County's legal counsel has reviewed the iDocket agreement and revised the document. Please see attached agreement for the modifications that legal is requesting. Please let me know if you have any questions regarding the modifications so as to proceed with an agenda item and get this taken care of once and for all.




# Invoice

Date	Invoice#
9/10/13	285914

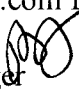
Bill To	
Hidalgo County Human Resources Esther A. Cortez 1615 South Closner, Ste. F Edinburg, Texas 78539 ACCT # 05241	HIDALGOHR

Terms	Due Date
Due on receipt	09/10/13

Description	Qty	Rate	Amount
SupportFee 20131001 to 20131101 		300.00	300.00
Thank you for using iDocket.com		<b>Total</b>	300.00



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

TO: Armando Balderrama, CEO, IDocket.com LLC  
FROM: Vangie Y. Garcia, Contract's Manager   
RE: Agreements  
DATE: December 19, 2013

Enclosed are two sets of original agreements that were emailed for signatures in order to have complete execution by our Judge and County Clerk. Please sign these originals and return back in order to expedite the execution process. An original will be sent to you once it's been fully executed.

Appreciate your assistance you have given me throughout the process. This should take care of the situation on yearly basis where HR Department when submitting a requisition for a purchase order will refer to the agenda item with date of court's approval thus allowing her to be paying invoices as they come in.

Please let me know if you have any questions.

Thank you

November 19, 2013

**SPECIAL MEETING - November 19, 2013**

**BE IT REMEMBERED, that on this 19th day of November A.D., 2013, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:**

<b>HONORABLE RAMON GARCIA</b>	<b>HIDALGO COUNTY JUDGE</b>
<b>HONORABLE A.C. CUELLAR, JR.</b>	<b>COMMISSIONER, PRECINCT NO. 1</b>
<b>HONORABLE HECTOR "TITO" PALACIOS</b>	<b>COMMISSIONER, PRECINCT NO. 2</b>
<b>HONORABLE JOE M. FLORES</b>	<b>COMMISSIONER, PRECINCT NO. 3</b>
<b>HONORABLE JOSEPH PALACIOS</b>	<b>COMMISSIONER, PRECINCT NO. 4</b>

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

1. **AI-41858** Discussion and consideration with applicable action to procure the services of a consultant for the audit of billing/invoices from Hidalgo County's electric power providers (i.e. Reliant Energy, MVEC, CPL, Others);

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

2. **AI-40774** Human Resources Dept:  
a. Acceptance and approval of the continuation of the Professional Services Agreement (reviewed and approved by legal counsel) between Hidalgo County Human Resources Department and i-Docket.com, LLC for the provision of the Sapphire Human Resource (HR) software package so as to assist Hidalgo County in providing efficient HR services county-wide including the continuation of services through the life term of the software package in place by the department user; and

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

b. Approval to pay as claims Invoices #285914 and 286922 in the amount of \$300.00 each invoice with remaining month of December's invoice thru Requisition #245375 with next year's term of January-December of 2014 monthly billing thru the 2014 Adopted Budget thus allowing Human Resource Department to submit a requisition at that time.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

3. **AI-41543** Presentation of tabulation for action by Commissioner's Court to award to multiple vendors that submitted the lowest and best bids (by category/item and meeting **all** specifications and requirements) with approval of contracts for "Janitorial Supplies, Industrial Chemicals & Supplies" for RFB 2013-147-10-09-YZV.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

**Vote:** 4 - 0 - Unanimously

**APPROVED**

AI-40774

Purchasing Department 42. A. 0.

CC REGULAR

Meeting Date: 11/19/2013

Submitted For: Martha L. Salazar

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**Information**

**CAPTION**

Human Resources Dept:

a. Acceptance and approval of the continuation of the Professional Services Agreement (reviewed and approved by legal counsel) between Hidalgo County Human Resources Department and i-Docket.com, LLC for the provision of the Sapphire Human Resource (HR) software package so as to assist Hidalgo County in providing efficient HR services county-wide including the continuation of services through the life term of the software package in place by the department user; and

b. Approval to pay as claims Invoices #285914 and 286922 in the amount of \$300.00 each invoice with remaining month of December's invoice thru Requisition #245375 with next year's term of January-December of 2014 monthly billing thru the 2014 Adopted Budget thus allowing Human Resource Department to submit a requisition at that time.

**BACKGROUND**

Invoices #285914 and 286922 considered as claims due to the agreement document being worked on the revisions requested by County's legal. Document revised and approved both by County Legal and iDocket and is ready for agenda to be processed.

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**Fiscal Impact**

**FISCAL YEAR:** 2013

**ACCT. #:** 1100-415-50-190-001-0-336

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

**FISCAL YEAR:** 2013

**ACCT. #:** 1100-415-50-190-002-0-336

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 11/7/13.

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**Attachments**

iDocket Document

Invoices/Claims

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Darlene Betancourt	11/05/2013 12:05 PM
Budget & Management	Obdett Calzada	11/06/2013 01:51 PM
Glinda Pacheco	Glinda Pacheco	11/07/2013 03:58 PM
Purchasing Department	Darlene Betancourt	11/05/2013 12:05 PM

Budget & Management

Glinda Pacheco

Auditor's Office

Form Started By: Vangie Garcia

Obdett Calzada

Glinda Pacheco

11/06/2013 01:51 PM

11/07/2013 03:58 PM

Started On: 09/14/2013 11:26 AM