

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
SERVICES CONTRACT
(Electronic Docket and Information
Display System Upgrades for Courts)
(Infax, Inc.)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Infax, Inc.** (hereinafter "Infax, Inc."). Customer agrees to engage Infax, Inc. as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Infax, Inc. Quote # [REDACTED] Williamson County Courts;
- B. Williamson County Vendor Reimbursement Policy; and
- C. This Williamson County Addendum;

II.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor

for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in the contract relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

IV.

Compliance with All Laws: Infax, Inc. agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: Infax, Inc. agrees to act in good faith in the performance of the contract relevant to this addendum.

VI.

Payment: Infax, Inc. will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Infax, Inc. shall be capped and not-to-exceed **\$64,100.00 (less if no travel expenses as shown on quote)** for the specific project. Any changes to this amount must be made by change order or addendum and approved by the Williamson County Commissioners Court.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving fourteen (14) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Right to Audit: Infax, Inc. agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Infax, Inc. which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Infax, Inc. agrees that Customer shall have access during normal working hours to all necessary Infax, Inc. facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Infax, Inc. reasonable advance notice of intended audits. In no circumstances will Infax, Inc. be required to create or maintain documents not kept in the ordinary course of Infax, Inc.' business operations, nor will Infax, Inc. be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

IX.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

X.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

INFAX, INC.:



Authorized Signature

Date: _____, 2021

Authorized Signature

Date: June 2 _____, 2021



May 14, 2021

[REDACTED]
Justice Technology Manager
Williamson County Courts
405 Martin Luther King St
Georgetown, TX 78626

RE: Refresh/Upgrade of your existing Infax Digital Docket and Signage Solution.

[REDACTED]

Dear Ms. Lincoln,

Infax, Inc. is pleased to offer this price quotation for an upgrade and refresh of your Infax Electronic Docket Display System for the Williamson County Courts. We appreciate your interest in the Infax Judicial Suite Solution and look forward to working with you on this project.

Please feel free contact me directly if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Jana Lattimore", with a stylized flourish at the end.

Jana Lattimore
National Director of Sales and Business Development, Judicial
jlattimore@infax.com
Direct:678.533.4035
5900 Windward Parkway Suite 525
Alpharetta, Georgia 30005

4-Williamson County Courts

Electronic Docket and Information Display System Scope of Work

Infax, Inc. will provide the following equipment and services for this project:

- Provide, configure, and install the latest UPGRADE to the Infax Judicial DocketCall, Engage, SmartScreen, and CourtBoard modules to customer provided virtual or physical SQL express server.
- Provide, deliver **(23)** Infax Proprietary Digital Display controllers i3 Windows 10 for displays to replace existing Windows 7 Controllers. (Transfer all existing licenses, Kiosk do not require DDC)
- Provide and deliver **(11)** LG 32" Commercial Displays with new brackets where required.
- Provide and deliver **(12)** LG 43" Commercial Displays with new Brackets where required.
- Provide, deliver, and configure **(1)** Olea Milan Kiosk 32" in **Landscape or Portrait** orientation

Hardware Specifications:

- Dell OptiPlex 3080SFF, i3 CPU, 8GB RAM, 500GB HDD, Win 10 Pro 64
3202L 32" IR Touch LCD, 1080P, Clear, 10 touches
With Honeywell 3330G 2D imager (Barcode Scanner)
- Provide and deliver **(21)** 3ft. HDMI cables.
- Provide and deliver **(21)** 3ft. Patch cables.
- Provide standard ground freight and insurance for product delivery to **(1)** project site.
- Provide software configuration services for system implementation, page creation and digital display controller configuration and kiosk. (Standard configuration)
- Provide all Infax labor for remote installation supervision.
- Provide project management services.

Total Investment Price:

\$60,226.00

With optional Onsite Installation including travel (1) trip/2 days

\$64,100.00

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- Infax provided hardware will be covered under the manufacturer's 3-year warranty.
 - Onsite Installation services are available and can be quoted upon request.
 - Existing active Infax Premium support agreement provides software system support.
 - This quote is for budget purposes only and final quote will be provided based on final scope of work.
 - Tax exemption applied. Please provide current tax-exempt certificate.
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Williamson County Courts

	QTY	DESCRIPTION	LINE TOTAL
INFAX SOFTWARE	1	Latest version of the Infax Professional Judicial Suite Software (DocketCall and Engage, CourtBoard and SmartScreen Modules) with site license for (1) location. Reusing all existing site and controller licenses.	\$0.00 Benefit of Premium Support
HARDWARE	23	Infax Proprietary Digital Display controllers i3 Windows 10 with cables. (Replaces existing Windows 7 Controllers)	\$18,009.00
	11	32" LG Commercial Display with wall mount bracket where required	\$7,392.00
	12	43" LG Commercial Display with wall mount bracket where required.	\$10,572.00
	1	Milan Kiosk 32" (available in Landscape or Portrait) (Kiosk does not require a Controller)	\$10,250.00
INFAX SERVICES	1	Scope of Work. • Remote Installation and Programming of new Judicial Suite software on new or existing virtualized server provided by county • All existing Licensing and new Windows 10 Controllers will be reconfigured with new player and transferred over to the new server or If using existing server, to the new system which will be running parallel. • Provide all Infax labor for remote installation supervision. • Provide project management services. • Provide Remote User and Administrative Training	\$14,003.00
TOTAL PRICING			\$60,226.00
Total with Optional Onsite Installation and Travel (1) trip max/ 2 days			\$64,100.00

Williamson County Courts**Locations Included in Scope of Work**

- Justice Center 405 MLK Georgetown, TX 78626
 - 6 Lobby monitors (cumulative dockets for the building – first floor)
 - 5 District Court displays (first floor)
 - 1 Information Kiosk (first floor)
 - 1 Public Notices display (first floor)
 - 5 County Court & Spare Court displays (second floor)
- JP1: 1801 E Old Settlers Blvd, Ste 100 Round Rock, Texas, 78664
 - 1 Display
- JP2: 350 Discovery Blvd, Ste. 204 Cedar Park, TX 78613
 - 1 Display
- JP3: 100 Wilco Way, Suite 204 Georgetown, TX 78626
 - 2 Display
- JP4: 211 W 6th St Taylor, Texas 76574
 - 2 Displays

Terms and Conditions:

- Quotation valid for 30 days
- Quotation is subject to change based on any modifications to the scope of work.
- 25% of quote total due at signing
- Payment terms Net 45 days from shipment
- Hardware and software to be invoiced as shipped.
- Installation will be invoiced upon completion or monthly.
- Purchaser responsible for all shipping costs
- Shipping to one (1) location only
- Hardware availability from suppliers is valid for 60-90 days after receipt of order.
- Applicable sales and use taxes are included in quote until court/company can provide a sales tax exemption certificate or sales tax resell certificate.
- Total base price includes an Infax Premium system support agreement, which starts 90 days after system acceptance; first 90 days are provided at no charge.
- Content licenses are valid for the duration of the initial system support.
- Court is responsible for providing data from the case management system.
- Infax System requires each monitor location to have CAT5 or CAT6 network and power connectivity.
- Infax requires VPN Access to the court's network to provide support for the Infax system.
- Infax Suite system will reside on the courts existing network.
- Infax provided hardware will be covered under the manufacturer's standard warranty.
- All installations will be scheduled in advance and with consent of client.
- Additional trip charges will apply if installation locations are not ready when installer arrives (if applicable)
- It is the client's responsibility to ensure that all client provided hardware meets all Infax hardware requirements.
- Client provided hardware will not be supported by Infax.
- Client provided monitors will require an Infax provided controller.
- Restocking fee equivalent to 25% of purchase price applies to any returned hardware.

Exclusions:

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| • Server rack | • Electrical, conduit and data cabling |
| • Server rack enclosure | • Floor fastening, concrete anchors & anchoring bolts |
| • Server | • Payment and Performance Bond |
| • SQL | • Removal of any items prohibiting monitor installation. |
| • On-site monitor installation (if applicable) | • Union subcontractors |
| • Monitor hardware. | • Applicable sales and use tax. |
| • Monitor brackets. | • Additional locations other than listed. |
| • Monitor enclosures. | • Additional content licenses other than listed. |
| • Wireless adapters | • Language translation of external website |
| • Wireless network | |
| • Custom millwork or cabinetry including free standing structure and framework. | |

Williamson County

Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service (excludes hotel valet)
- 10.5 Movie rentals
- 10.6 Damage to personal items
- 10.7 Flowers/plants

- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to airfare, hotel and/or car rental
- 10.13 Airport parking above the most affordable rate available
- 10.14 Excessive weight baggage fees or cost associated with more than two airline bags
- 10.15 Auto repairs
- 10.16 Babysitter fees, kennel costs, pet or house-sitting fees
- 10.17 Saunas, massages or exercise facilities
- 10.18 Credit card delinquency fees or service fees
- 10.19 Doctor bills, prescription and other medical services
- 10.20 Hand tools
- 10.21 Safety Equipment (hard hats, safety vests, etc.)
- 10.22 Office Supplies
- 10.23 Lifetime memberships to any association
- 10.24 Donations to other entities
- 10.25 Any items that could be construed as campaigning
- 10.26 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.