

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

---

---

**COUNTY ADDENDUM FOR  
ELECTRONIC DOCKET  
DISPLAY SYSTEM  
(Additional Equipment for New  
Courtroom & Related Items)  
(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, and the Texas Health & Safety Code.**

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 goods and 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 Court- New Courtroom (dated March 13, 2022); and
- B. This Williamson County Addendum.

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williamson County in the discretion of the Williamson County Commissioners Court.

**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 **\$8,325.00** 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.

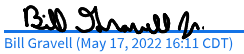
**Texas Law Applicable to Indemnification:** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

## 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:

  
Bill Gravell (May 17, 2022 16:11 CDT)

Authorized Signature

Date: May 17, 2022, 2022

INFAX, INC.:



Authorized Signature

Date: May 6, 2022



March 13, 2022

DeAnna Saucedo  
Justice Technology Manager  
**Williamson County Courts**  
151 Wilco Way  
George Town, TX 78626

**RE: Price Quotation for a Infax Digital Signage Software and Services System – New Courtroom**

**VIA EMAIL:** [dsaucedo@wilco.org](mailto:dsaucedo@wilco.org)

Dear Mrs. Saucedo

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

If you would like to purchase this system as quoted, please provide Infax with a purchase order. Feel free to 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, cursive script.

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



**██████████ - Williamson County Court- New Courtroom**

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 Infax Display license for (1) Display
- Provide, deliver and Install Infax SQL Express Server.
- Provide, deliver (1) 32-inch Commercial flat panel displays
- Provide, deliver (1) Ceiling mount brackets for the 32 -inch display
- Provide, deliver (1) Digital Display controllers for 32-inch displays
- Provide and deliver (1) 3ft. HDMI cables
- Provide and deliver (1) 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
- Provide all Infax labor for On-Site installation supervision
- Provide project management services
- Basic -1 Year support agreement, paid annually. \*Included in total base price.

<b>Total Base Price:</b>	<b>\$7,325.00</b>
--------------------------	-------------------

---

Optional (3) Year Basic Support instead of 1 year- <b>Total Base Price:</b>	<b>\$8,325.00</b>
---	-------------------

- Sales Tax is not included in total but will be added to invoice if applicable.
- Infax provided hardware will be covered under the manufacturer's warranty.

---

**CONFIDENTIAL AND PROPRIETARY**

*The contents of this material are confidential and constitute Infax's trade secrets. Unauthorized use, disclosure, or reproduction is strictly prohibited*

*Thank you for your business!*

**Terms and Conditions:**

- Quotation valid for 30 days
- Quotation is subject to change based on any modifications to the scope of work
- Payment terms Net 30 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
- Total base price includes an Infax basic 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:**

---

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