

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**STANDARD SERVICE CONTRACT FOR
ELECTRONIC DOCKET DISPLAY SYSTEM
FOR WILLIAMSON COUNTY
WITH
INFAX, INC.
(Quote # WCCTX130972980)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, 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** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Infax Inc.** (hereinafter “INFAX”) to provide an Electronic Docket Display System to include an Electronic Informational Kiosk System and a Digital Court Calendar Display System, to support court operations and case management. The parties expressly agree to the following terms:

I.

Services to be Provided: The County agrees to employ and does hereby employ INFAX as an independent contractor, to provide services and good as set forth in Quote # WCCTX130972980 from INFAX (Marked as Exhibit “A”). Additionally, the services include the following:

Description of Work

- Onsite Installation and system refresh of Electronic Docket Display System to include an Electronic Digital Display System, Electronic Public Display System, and Electronic Information Kiosk System
- Hardware
 1. Twenty-three (23) Infax Digital Media Player Windows 11DDC
 2. Eleven (11) 32” Commercial Display
 3. Twelve (12) 43” Commercial Display

4. One (1) Olea 32" Milan Kiosk Win11 Pro 64 with Barcode
5. Twenty-three (23) Patch - 3-foot cable
6. Twenty-three (23) HDMI 3-foot cable

II.

Project Start Date, Terms & Renewal Options: The start date for services shall be upon execution of all parties and when approved by the Williamson County Commissioners Court.¹ The initial term of this agreement shall be for the remainder of the 2025 fiscal year through September 30, 2025 or until completed and starting on the effective date of this contract.

III.

Incorporated Documents: All representations and proposals made by INFAX's representation made to The County on this project are incorporated herein and adopted as if copies in full, including in Quote # WCCTX130972980 from INFAX (Marked as Exhibit "A"). Where any terms or conditions are found to be in conflict with this contract, the terms that will prevail will be at the sole discretion of The Williamson County Commissioners Court.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: INFAX shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. INFAX shall enforce strict discipline and good order among their respective employees and other persons carrying out the contract. INFAX shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: INFAX agrees, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally,

¹ Any Change Orders must be approved by the Williamson County Commissioners Court prior to any changes being made.

INFAX shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: INFAX agrees to advise the County and its representative(s) of errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VII.

Cleaning Up: INFAX shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this contract. At completion of the work, INFAX shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If INFAX fails to clean up as provided, the cost thereof shall be charged to INFAX by deducting from final fee or as necessary.

IX.

No Agency Relationship & Indemnification: It is understood and agreed that INFAX shall not in any sense be considered a partner or joint venturer with The County, nor shall INFAX in any manner hold itself out as an agent or official representative of The County. INFAX 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 INFAX or failure to act relating to the construction services being provided. INFAX agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services INFAX performs on behalf of the County.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INFAX AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNERS, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNERS AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO INFAX'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF INFAX, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG

AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH OWNER OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

INFAX'S Employees: INFAX covenants and agrees that all personnel engaged shall be employees of INFAX, and INFAX shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. INFAX shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. INFAX shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

Consideration and Compensation: INFAX will be compensated based on the attached Quote marked as Exhibit "A". **The not-to-exceed amount under this agreement is \$73,522.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payments shall be made upon completion of installation of equipment and commencement of operational use.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's 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 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 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 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 (1) 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.

In the event that an error appears on an invoice submitted by INFAX, County shall notify INFAX of the error not later than the twenty first (21st) day after the date County receives the invoice.

If the error is resolved in favor of INFAX, INFAX shall be entitled to receive interest on the unpaid balance of the invoice submitted by INFAX beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, INFAX shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of INFAX and similar information in the event the payment is to be made to a different address
- b) County contract, Purchase Order, and/or delivery order number
- c) Identification of items or services as outlined in the Contract
- d) Quantity or quantities, applicable unit prices, total prices and total amounts
- e) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

XII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the contract documents or that the quality of work is not in accordance with the contract documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which INFAX is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
3. damage to The County;
4. reasonable evidence that the work will not be completed within the contract time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the contract documents.

XIII.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States

XIV.

Warranty: INFAX warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XV.

Taxes: INFAX shall pay all sales, consumer, use and similar taxes for the work provided by INFAX which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVI.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XVII.

No Assignment: INFAX may not assign this contract.

XVIII.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

IXX.

Confidentiality: INFAX expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XX.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to INFAX for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXI.

Right of Funds: Despite the agreed upon method of payment set forth above, INFAX agrees to return to Williamson County pro-rata portion of unearned funds distributed to INFAX if (a) INFAX's project progress is insufficient; (b) this contract is terminated for any reason; or (c) INFAX fails in any other respect under this contract.

XXII.

County's Right to Audit: INFAX agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of INFAX which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. INFAX expressly agrees that The County shall have access during normal working hours to all necessary INFAX facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Williamson County shall give INFAX reasonable advance notice of intended audits.

XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

INFAX

Infax, Inc.
1235 Old Alpharetta Rd., Ste. 120
Alpharetta, GA 30005

XXIV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this contract.

XXV.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of the County.

IN WITNESS WHEREOF, that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell Jr.
Bill Gravell (Nov 7, 2024 10:23 CST)

Authorized Signature

Bill Gravell

County Judge/Presiding Officer

Dated: Nov 7, 2024, 20__

INFAX:

[Signature]

Authorized Signature

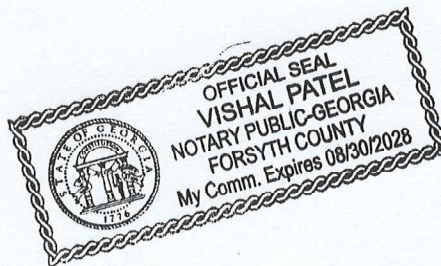
Daniel L McWilliams, CFO

Printed Name

Printed Name

Dated: 10/28, 2024

SUBSCRIBED AND SWORN TO BEFORE ME by Daniel McWilliams AS
AUTHORIZED AGENT FOR INFAX on this the 28th day of OCT, 2024.



[Signature]

Notary Public in and for the State of Georgia

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 29 2024 Time: 12:00 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Oct 29 2024 Time: 9:00 am

**Exhibit “A”
Quote/Proposal**



Infax Budget Quote WCCTX130972980- System Refresh

Williamson County

405 Martin Luther King St
Georgetown, TX 78626

DeAnna Saucedo

Justice Technology Manager
dsaucedo@wilco.org

Quote number: WCCTX130972980

Quote created: March 26, 2024

Quote expires: December 3, 2024

Infax Inc.

1235 Old Alpharetta Road
Suite 120
Alpharetta, GA 30005

Prepared by:**Jana Lattimore**

Judicial Sales
jlattimore@infax.com
+16785334035

PRODUCT NAME	QTY	UNIT PRICE	PRICE
Infax Judicial Suite Software Upgrade (NO CHARGE for existing Infax Customer with Premium support)	1	\$0.00	\$0.00
Infax Digital Media Player Windows 11 DDC	23	\$886.00	\$20,378.00
32" Commercial Display	11	\$689.00	\$7,579.00
43"Commercial Display	12	\$793.00	\$9,516.00
Olea 32" Milan Kiosk Win11 Pro 64 with Barcode Scanner	1	\$15,625.00	\$15,625.00
Patch - 3-Foot Cable	23	\$6.00	\$138.00
HDMI 3-Foot cable	23	\$6.00	\$138.00
Infax Onsite Installation Scope Of Work- See details below	1	\$17,618.00	\$17,618.00

PRODUCT NAME	QTY	UNIT PRICE	PRICE
Shipping	1	\$2,530.00	\$2,530.00
SUMMARY			
One-time subtotal			\$73,522.00

Total	\$73,522.00
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Scope of Work Scope of Work. •Remote Installation and Programming of new Judicial Suite software (if available) on new or existing virtualized server provided by county •All existing Licensing and will be transferred over to the new server or If using existing server, to the new system which will be running parallel. Configuration of all new Infax controllers • Provide all Infax labor for remote installation supervision. • Provide project management services. • Provide Remote User and Administrative Training If new software is installed.
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Quote Terms and Conditions:

- Infax provided hardware will be covered under the manufacturer's 3-year warranty.
- The 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.

Standard Terms & Conditions:

- Quotation valid for 60 days
- Quotation is subject to change based on any modifications to the scope of work.
- Payment terms Net 30 days from invoicing
- Unless a tax-exempt certificate is provided to Infax, sales tax will be added to final invoice if not listed on original quote.

Thank you,

A handwritten signature in black ink, appearing to read 'Jana Lattimore', with a stylized, flowing script.

Jana Lattimore
Executive Vice President

CONFIDENTIAL AND PROPRIETARY

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