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INTEROFFICE MEMORANDUM

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**TO: JUDGE JOHN P. THOMPSON  
COMMISSIONER WILLIS  
COMMISSIONER VINCENT  
COMMISSIONER PURVIS  
COMMISSIONER OVERSTREET**

**FROM: BARBARA MIDDLETON, COUNTY CLERK**

**SUBJECT: PROFESSION SERVICE AGREEMENT**

**DATE: DECEMBER 21, 2007**

Dear Sirs,


Please add this item to Commissioner's Court agenda for Tuesday, January 8, 2008.

I am requesting your approval for me to contract with **iDocket.com LLC** (Mr. Armando Balderrama) to perform the service of placing our **County Court records on his website. The services are FREE** and there is no service charge of any kind. He will get our court files from Steve Hullihen (Data Processing) on CD's and will update all the information on a monthly basis.

This company is presently contracting with numerous County & District Clerks in the State of Texas. I have personally visited with the other clerks that use his service for their records and they like it very much. It will save us a lot of space on our present website that has our deed records index's. When someone wants to **search our records for a certain name**, we give them our **link to iDocket.com** and it will save us a lot of time doing a criminal search for them.

I will appreciate your approval of this agreement. Thank you in advance for assisting me to provide needed services of our records to the public.

Respectfully submitted,

  
Barbara Middleton

#44

## Professional Services Agreement – Ruby Service

### Introduction

iDocket.com is a limited liability company and is recognized as a historically underutilized business (HUB) in the state of Texas. The company was founded in March of 2000 with the primary mission of presenting court case information on the Internet for multiple Clerks and Counties in a single database. The success of the iDocket.com web site has given our company experience and detailed knowledge of handling court case information.

Currently, over fifty Clerks across Texas are now using the iDocket.com service to present their court case index for public inspection. iDocket.com has channeled this experience into the development of a Case Management System (CMS™) targeting the needs of smaller and medium sized counties by making it both effective and affordable. Attorneys, bail bondsmen, and other agencies have expressed a strong desire to obtain access, by electronic means to the public information contained in the clerk's office.

### Parties

This agreement is between iDocket.com, hereinafter referred to as iDocket, a Texas Limited Liability Company, LLC, whose offices are located at 1616 S. Kentucky, Ste. D100, Amarillo, TX 79102, and the Polk County Clerk; whose office is located at 101 W. Church Street, Livingston, TX 77351.

### Term

This agreement shall commence upon signature of both parties and shall remain in full force and effect until terminated as provided for in section for **Termination of Agreement**.

### Services Provided by iDocket

- A. Provide the Ruby software necessary to extract, filter, compress, and transfer, as designated by the County, information from the county's file and fee docket that is currently available for public inspection in the county's office, for placement on the Internet.
- B. Will provide and host the Ruby web site for the county's court information on the Internet.
- C. iDocket agrees that all information provided by the county for placement on the Internet is not subject to resell or distribution to any other party not used for any other purpose not stated within this agreement.

### Services Provided by the County

- A. The county will specify to iDocket, in an exact and explicit format, the public information that will be released to iDocket for placement on the Internet site. The county shall not provide information to iDocket that is confidential in nature or that is not available for public inspection.
- B. If required, the county agrees to provide iDocket record layouts and information concerning the file structure of the county court docket system as necessary to facilitate programming, transfer of data, web site development, and maintenance.
- C. The county agrees to provide data to iDocket to populate the court information web site by implementing and directing the necessary procedures to extract data from the computer used in the county for transfer to iDocket. The county agrees to 1) host a software program that will extract and transmit iDocket, public information from the county computerized files and 2) prohibit non-public information from leaving the possession of the county

- D. Extracted court information will be transmitted to iDocket using File Transfer Protocol (FTP) through the county Internet access connection

## Revenue Sharing

County shall receive 20% of all revenues generated within Polk County by iDocket.com. Payment shall be made quarterly and shall be based upon all revenues received from users indicating Polk County as their primary county of interest.

## Quality of Services

iDocket will provide adequate Internet access to the information given by the county. Adequate Internet access is defined as providing public access to case information on the Internet for a minimum of five (5) days in any given week. Normal and acceptable access will allow for maintenance updates requiring periodic downtime.

The county will provide timely and accurate trial court case information to iDocket.

## Expenses

iDocket agrees to implement, support, and maintain the court information web site as stipulated in the agreement at no charge to the county.

## Use of Work Product

- A. 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.
- B. iDocket reserves the right to use public information to identify attorneys and bondsmen with active cases. iDocket also utilizes information from the State Bar of Texas to notify them of case information being available on the Internet.

## Confidential Information

iDocket shall hold in trust for the county, and shall not disclose to any nonparty to the agreement, any confidential information of the county. Confidential information is information that relates to the 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 the Agreement

Either party may terminate this agreement without cause with ninety (90) days written notice to the address stated herein.

## Exclusivity

The county agrees not to enter into agreement with any commercial enterprise offering Internet access to court case information. This provision does not apply to internal county or state resources to offer this service.

## 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.

## 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 to which reference is not made. This agreement shall be construed in accordance with the laws of the State of Texas.

**Assignment**

Either party may not 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.

**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:

Hon. Barbara Middleton

County Clerk

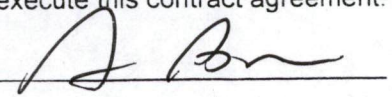
P.O. Drawer 2119

Livingston, TX 77351

Signature page to follow:

**Execution**

IN WITNESS, thereof, the CONTRACTOR (iDocket.com) and POLK COUNTY (Polk County Clerk) have hereunto affixed their hand and seal, by duly authorized representatives, and having caused these present to execute this contract agreement.



Armando Balderrama

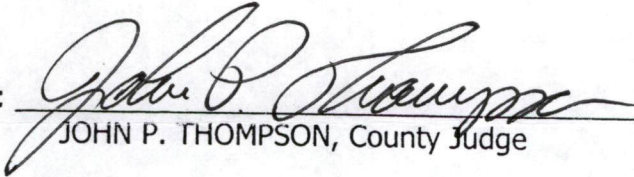
CEO, iDocket.com

The foregoing Agreement was formally approved by the governing board of the Polk County Commissioner's Court at its duly called public meeting held on the following date:

JANUARY 8, 2008

**POLK COUNTY COMMISSIONER'S COURT**

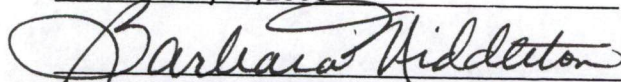
By:

  
\_\_\_\_\_  
JOHN P. THOMPSON, County Judge

Attest:

The foregoing Agreement was approved by the Commissioners Court of Polk County at its duly called public meeting held on the following date:

January 8, 2008

  
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BARBARA MIDDLETON, County Clerk