

#14,667

FILED FOR RECORD  
at 12:30 o'clock P.M.

JUN 13 2017

### SERVICE AGREEMENT

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By: *J. Lindenzweig*

This Service Agreement (this "Agreement") is made effective as of June 1, 2017, by and between Hunt County Texas of 2507 Lee Street, Greenville, TX 75401, and Integrated Data Services of 4799 FM 71 E, Dike, Texas 75437. In this Agreement, the party who is contracting to receive services will be referred to as "Hunt County Texas," and the party who will be providing the services will be referred to as "IDS."

**1. DESCRIPTION OF SERVICES.**

Beginning on June 1, 2017, IDS will provide to Hunt County Texas the following services (collectively, the "Services"):

- provide technical support services for the E-Z Doc software used by the county for commissioners court minutes, bail bond posting, foreclosures and other postings
- keep software up to date as new releases are developed - provide initial on- site training to personnel
- provide assistance with initial file conversion

**2. PAYMENT FOR SERVICES**

In exchange for the Services Hunt County Texas will pay IDS according to the following schedule: \$3,400 initial payment at order and \$1,000 per year for five years

**3. TERM**

This Agreement automatically renews June 1<sup>th</sup> each year through 2021, with final service terminating May 31<sup>th</sup> 2022. During the time of the term, service price will not change. Further service agreements will be offered beyond the five year term.

**4. CONFIDENTIALITY**

IDS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IDS, or divulge, disclose, or communicate in any manner, any information that is proprietary to Hunt County Texas. IDS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

**5. REMEDIES**

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 14 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**6. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of

this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**7. SEVERABILITY**

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**8. AMENDMENT**

This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**9. GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Texas.

**10. NOTICE**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

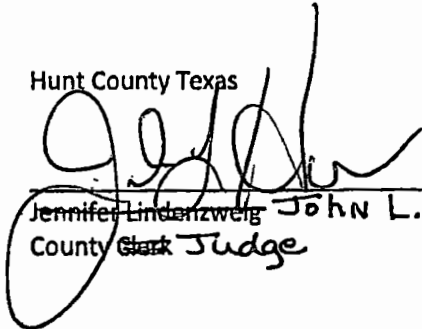
**11. ASSIGNMENT**

Neither party may assign or transfer this Agreement without the prior written consent of the non- assigning party, which approval shall not be unreasonably withheld.

Service Recipient:

Hunt County Texas

By:

  
Jennifer Lindenzweig  
County Clerk

John L. Horn  
Judge

Service Provider:

Integrated Data Services

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Bill Wilder  
President



Integrated Data Services  
**Statement of Work**

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Version 1.0  
05/12/2017

Presented by:  
Bill Wilder

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## **Executive Summary**

The County Clerk of Hunt County is responsible for maintaining and timely posting of the Commissioner Court Minutes. The Court Minutes are referenced by the Court, other offices within the county as well as from the public. Those referencing the Court Minutes should be able to locate a meeting by searching for phrases within a range of dates. The key phrase search must be done using the entire Minutes document and not depending on a search phrase database.

Integrated Data Services proposes the use of its EZ Doc application. EZ Doc is used throughout the State of Texas in many County Clerk Offices. In addition to Court Minutes, EZ Doc can be used for Foreclosures, Public Notices, and other postings requiring searching. Since the site is web based, it can be used by the public as well as internally.

Because EZ Doc doesn't require OCR, its searches are 100% accurate. Additionally, it does not require keying in key phrases as this causes extra work and verification. Additionally, keying key phrases limits the search to only those phrases whereas EZ Doc uses the entire document.

EZ Doc allows for all supporting documents to be assessable from the application. Contracts, financial statements, even the audio of the meeting are all available. Posting of the minutes and supporting documents is done with a simple drag and drop and does not require support from Information Technology. Posted documents are immediately available upon posting.

EZ Doc is available to Hunt County for \$3,400. The price includes instillation and configuring of both the client and server applications, up to 1 day of training, the first years maintenance (\$1,000 per year), and data conversion if available. If Foreclosure postings or other sites are initially requested, they will be provided at no additional charge. A small set up fee may be added if these are requested at a later time. **NO PAYMENT IS REQUIRED UNTIL THE COUNTY IS COMPLETELY SATISFIED.**

### **Instillation requirements:**

- Microsoft Word 2007 or better
- If running EZ Doc on the cloud, the only requirement is a PC with Windows 7 or higher to run the application.
- If hosting locally, it additionally requires a Windows server or PC with IIS.
- If the minutes are to be available to the Internet (i.e. County webpage), it will require a small amount of networking not done by IDS.
- Scanning should be done with OCR capable scanners. This is usually available with most scanners.