



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145471
PAGE 1 OF 26
DATE: 7/1/2025

SUBJECT: RFP NO. F2025026 - ANNUAL CONTRACT FOR EMESSAGING AND NOTIFICATIONS - COUNTYWIDE - ECOURTDATE, INC. - PER CONTRACT TERMS

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2025026, Annual Contract for eMessaging and Notifications, Countywide, to eCourtDate, Inc. at the per contract terms and approve contract.

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Seven hundred seventy-five (775) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. A pre-proposal conference held on October 22, 2024, was attended by one (1) vendor as well as representatives from Information Technology, Public Health, and Purchasing. Three (3) proposals and eight (8) no-bids were received.

Proposals were evaluated by Information Technology, Public Health, and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

The two (2) top scoring vendors were invited to provide presentations on January 6, 2025. The Evaluation Committee then rescored the vendors based on the criteria and processes set forth in the RFP specifications.

A Best and Final Offer was then requested from the highest scoring vendor which resulted in a price reduction of \$8,000.00.

The proposal received from eCourtDate, Inc. meets all specifications and is acceptable to Information Technology and Public Health.

The term of the contract is twelve (12) months, effective July 1, 2025, with two (2) options for renewal periods of twelve (12) months each.

SUBMITTED BY	Purchasing	PREPARED BY:	Caleb Rojo
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER: 145471 DATE: 7/1/2025 PAGE 2 OF 26

This solution will significantly enhance citizen engagement and communication by enabling seamless, timely, and accessible dissemination of critical and routine information across the County. The selected platform will support multilingual, individualized, and mass notifications delivered through SMS, voice calls, email, and push notifications. The system will integrate with social media platforms, support IPAWS (Integrated Public Alert and Warning System) alerts and include comprehensive emergency and safety communication capabilities. This solution may be used across various departments and scenarios, including but not limited to: sending public health updates and advisories from the Tarrant County Public Health Department, issuing weather-related emergency alerts or evacuation notices through Emergency Management Services, communicating jury service updates and courthouse notifications to residents, providing reminders for tax filings or county service deadlines from the Tax Assessor-Collector's Office, delivering community engagement announcements, public meetings, and survey links to encourage civic participation.

Therefore, it is the joint recommendation of Information Technology, Public Health, and Purchasing that RFP No. F2025026, Annual Contract for eMessaging and Notifications, be awarded to eCourtDate, Inc. at the per contract terms.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

There is no fiscal impact with the approval of this agreement. Project-specific funding, up to \$34,200.00 per department, will be requested from account 45400-2025 (Capital Replacement/1810220000 Project Management Office/595055 Undesignated) as individual County departments join the agreement. Annual recurring costs of \$22,200.00 will be sought in future budgets based on departmental adoption.

RFP No. F2025026 Annual Contract for eMessaging and Notifications
 Post-Demonstration Scores

Award

		eCourtDate, Inc. Miami, FL HUB - No CO-OP - Yes	Enterprise Minds Inc. San Ramon, CA HUB - No
Evaluation Criteria	Max Points	Score	Score
Experience and Qualifications	100	61	52
Response to Requirements	350	252	179
Project Approach and Implementation	150	99	97
References	50	49	31
Price	350	350	5
Total Score	1000	811	364

		Everbridge, Inc. Vienna, VA HUB - Yes
Evaluation Criteria	Max Points	Score
Experience and Qualifications	100	67
Response to Requirements	350	166
Project Approach and Implementation	150	86
References	50	0
Price	350	44
Total Score	1000	363

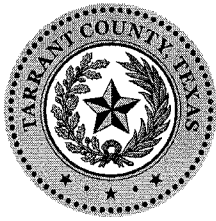
Notes: No-bids were received from Ram Products, LTD, CSI Leasing, Inc, Southwest Materials Handling Co, ODP Business Solutions, 3-C Technology, LLC, Communication Concepts, Cape Equipment & Services LLC, and FBC Commercial Roofing.

RFP No. F2025026 Annual Contract for eMessaging and Notifications

Initial Scores

		eCourtDate, Inc. Miami, FL HUB - No CO-OP - Yes	Enterprise Minds Inc. San Ramon, CA HUB - No
Evaluation Criteria	Max Points	Score	Score
Experience and Qualifications	100	61	52
Response to Requirements	350	274	262
Project Approach and Implementation	150	99	97
Total Score	600	434	411

		Everbridge, Inc. Vienna, VA HUB - Yes
Evaluation Criteria	Max Points	Score
Experience and Qualifications	100	67
Response to Requirements	350	166
Project Approach and Implementation	150	86
Total Score	600	319



INFORMATION TECHNOLOGY
*Empowering Innovation
Driving Excellence*

**Chief Information
Officer**
André Mendes

**Executive Assistant
to CIO**
Cecilia Webb

Deputy CIO

**Chief Information Security
Officer**
Russell Scott

**Project Portfolio
Management Office
Director**
Adepeju Ajunwon

**IT Service Delivery
Director**
Carolyn J. Bogan

**Network & Data
Center Infrastructure
Director**
Anthony Jackson

**Business Application
Development & Support
Director**
Michael Webb

*Our vision is to be the best IT
organization in state and
local government within the
United States.*

*200 Taylor Street
Fort Worth, TX 76196*

*Phone: 817.884.3888
Fax: 817.212.3060*

www.tarrantcountytx.gov

Date: April 9, 2025

TO: Caleb Rojo

FROM: Ruby Romero

CC: Theresa Y. Lee; Eric S. Metcalf; Sabrina A. Vidaurri; Carlos Arce;
Narasimha Bakthula; Jason B. Kucera; Shawn E. Callarman

SUBJECT: Recommendation for County-Wide eMessaging and Notifications
Procurement F2025026

Based on a comprehensive evaluation of the proposals received in response to our Request for Proposal (RFP) for a county-wide eMessaging and Notifications system, we are pleased to recommend the selection of a solution that offers the combined strengths of eCourtDate, Inc. and the capabilities attributed to GovLink AI.

This recommended solution demonstrated exceptional capabilities in providing multilingual, multi-channel communication for the justice system, alongside robust mass notification and communication features for emergency alerts, community engagement, and internal communications across various channels. The proposed services align perfectly with the comprehensive needs of Tarrant County as outlined in the RFP.

For any inquiries regarding this recommendation, please contact Theresa Y. Lee at 817-884-2283.

Thank you.

Ruby Romero

Ruby Romero
Sr. Business Technology Consultant
Information Technology

THE STATE OF TEXAS
COUNTY OF TARRANT

§ **Agreement for F2025026 Annual Contract for**
§ **eMessaging and Notifications**

This Agreement is by and between Tarrant County, Texas (the "County"), and eCourtDate, Inc., a Delaware Corporation with its principal place of business located at 382 NE 191st St #61350 Miami, Florida 33179 (the "Vendor"). County and Vendor may be referred to singularly as a "Party" or collectively as the "Parties."

The relationship between eCourtDate and GovLink AI, for the purposes of this Agreement, is that eCourtDate utilizes GovLink AI as the mass communications software offered by eCourtDate, Inc. This Agreement governs the terms and conditions under which eCourtDate provides the Integrated Platform services to the County. In consideration of the mutual promises and agreements contained herein, the County and Vendor agree as follows:

1. The Contract Documents consist of the following:
 - This Agreement
 - Request for Proposal F2025026 Solicitation Documents
 - Vendor response to Request for Proposal F2025026
 - Exhibit 1 – BAFO
 - Exhibit 2 – Service Plan Agreement
 - Exhibit 3 – Project Engagement and Implementation Agreement
2. In the event of any inconsistency or conflict of terms, Tarrant County RFP F2025026, Annual Contract for eMessaging and Notifications and Vendor's response to RFP F2025026, Annual Contract for eMessaging and Notifications, shall control.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement is effective upon the date written by the last party to sign it.

3. The work herein contemplated will consist of the Vendor furnishing, as an independent contractor, all labor, tools, appliances, equipment and materials necessary for the completion of the Project in accordance with the specifications prepared by County and are attached to this Agreement and made a part of this Agreement the same as if written herein.
4. The Vendor hereby agrees and binds itself to commence work within Ten (10) business days after "Notice to Proceed" issued by Tarrant County.
5. **Payment Terms** - Payment terms will be in accordance with the Texas Prompt Payment Act.
6. **Purchases of Additional Services:** County may elect to purchase rights for additional messages, and/or additional services from time to time. Such additional purchases will be governed by the terms and conditions in this Agreement. The County agrees that, absent the Vendor's express written acceptance thereof, the terms and conditions contained in any Service Plan or other document issued by the County to the Vendor for the additional purchases, will not be binding on the Vendor if such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7. **INDEMNIFICATION: TO THE EXTENT PERMITTED BY TEXAS LAW, THE VENDOR AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE COUNTY FROM ALL COSTS OR DAMAGES ARISING OUT OF ANY REAL OR ASSERTED CLAIM OR CAUSE OF ACTION AGAINST IT OF WHATSOEVER KIND OR CHARACTER AND IN ADDITION, FROM ANY AND ALL COSTS OR DAMAGES ARISING OUT OF ANY WRONGS, INJURIES, DEMANDS OR SUITS FOR DAMAGES, EITHER REAL OR ASSERTED, CLAIMED AGAINST IT THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID VENDOR, ITS AGENTS, SERVANTS, AND EMPLOYEES. ALL VENUE FOR LITIGATION REGARDING THIS PROJECT IS IN THE STATE OR FEDERAL DISTRICT COURTS PHYSICALLY LOCATED IN TARRANT COUNTY, TEXAS.**

8. **Compliance with Laws:** In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

9. **Execution of Agreement:** This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

10. **County Data:** The Parties acknowledge that all County Data used with the Services and all the data derived from such County Data is and will remain the property of the County.

11. **Vendor Supplied Data:** The Vendor shall only be responsible for any Vendor-supplied data's accuracy, quality, integrity, legality, reliability, or appropriateness.

12. **Use Restrictions:** County covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, County shall not, nor shall it permit or assist others, (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use such Services; and (iii) to attempt to copy, reverse engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source code of any part of the Technology; or (iv) to access, alter, or destroy any information of any customer of the Vendor by fraudulent means or device, or attempt to do so.

County covenants and agrees that it has the right to use the End User's personal information for purposes of these services. County covenants and agrees to inform End Users that the Services are provided only as a convenience, and there is no guarantee that notifications will be timely or that they will be transmitted at all

13. **Security:** The County will be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet. As part of the Services, the Vendor shall implement reasonable security procedures consistent with the prevailing industry standard to protect County Data from unauthorized access (the "Security Standard"). The Vendor will not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to the Vendor at the time. The Vendor will promptly report to the County any unauthorized access to County Data promptly upon discovery by the Vendor and the Vendor shall use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such County Data is required, the Vendor will offer message credits to send correction notifications at no additional cost.

14. **Technical Requirements for Services:** The Services will be rendered in a manner that will support the Authorized User requirements and other requirements provided in the applicable Service Plan.

The Services will be scalable in a manner that allows the Services to meet any forecasted increase provided in the applicable Service Plan (services which aren't defined in this contract may incur additional expense).

15. **Confidential Information:** For purposes of this Agreement, "Confidential Information" means County Data and non-public aspects of County technology, computer programs, and business and technical information and data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder by either Party, and, in addition, is disclosed and identified by either Party as confidential or proprietary in nature.

Restrictions on Use and Disclosure. Vendor may use Confidential Information of the County only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but, in any case, using no less than a reasonable degree of care. The County may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

Exclusions. The restrictions of this Agreement on use and disclosure of Confidential Information will not apply to information that: (i) is in the possession or control of the Vendor at the time of its disclosure hereunder; (ii) is, or becomes, publicly known, through no wrongful act of the Vendor; (iii) is received by the Vendor by a third party free to disclose it without obligation to the County; (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the County. However, notwithstanding any other language to the contrary, both the Vendor and County may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law.

16. **Proprietary Rights Ownership:** Ownership of the Proprietary Rights embodied in the Portal, Services, and the Technology will remain exclusively vested in and be the sole and exclusive property of the Vendor and its licensors. In addition, the County hereby transfers and assigns to the Vendor, any rights the County may have to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by the County relating to the Services. The domain name, product names, and logos associated with the Services are trademarks of the Vendor or third parties, and no right or license is granted to use them.

17. **County Representations and Warranties:** The County represents and warrants that the performance of its obligations and use of the Services (by County and its Authorized Users) will not violate any applicable laws or regulations.

The County acknowledges that (i) the Vendor is not required to monitor the content of information passing through the Services for purposes of verifying accuracy or legal compliance and (ii) the County shall use commercially reasonable efforts to ensure that the information it and its Authorized Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

The County represents and warrants that (i) it has the authority and right to transmit County Data (including End User's personal information) to the Vendor; and (ii) the use of County Data under this Agreement will not infringe the intellectual property rights or other proprietary rights of any third party. The County covenants that it will only supply the Vendor with data that the County has the right to supply.

The County also covenants that it will not attempt to transmit any confidential or privileged messages to the End Users via the Portal. In the event of breach by the County of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, the Vendor will have the right to suspend immediately any Services if the Vendor deems it reasonably necessary to prevent any harm to the Vendor and its business. The Vendor shall provide notice to the County and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, the Vendor shall promptly restore the Services.

18. **Vendor Representations and Warranties:** The Vendor represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations under this Agreement, and (ii) the performance of its obligations and delivery of the Services to the County will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between the Vendor and any third parties. In the event of a breach by the Vendor of the foregoing warranties, the County's sole remedy is termination of this Agreement upon written notice to the Vendor.

19. **Limited Warranty:** The Vendor represents and warrants that the Services will: (i) conform to all material operational features as described in the applicable Service Plan and (ii) be free of errors and defects that materially affect the performance of such features ("Limited Warranty"), provided that the County notifies the Vendor of any such non-conformity, error, or defect. The County's sole and exclusive remedy for breach of this Limited Warranty will be the prompt correction of material, non-conforming Services at the Vendor's expense.

20. **Disclaimer of Actions of Third Parties:** The Vendor does not and cannot control the flow of data to or from the Vendor's Technology and other parts of the Internet. Such flow of data depends on the performance of the Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt County's connections of the Internet (or portions thereof). Although the Vendor will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, the Vendor cannot guarantee that such events will not occur.

21. **Options for Infringement Claims:** If any party is enjoined from using the Technology, or if the Vendor believes that the Technology may become the subject of a claim of intellectual property infringement, the Vendor, at its option and expense, may: (i) procure the right for the County to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions and/or specifications provided in the applicable Service Plan; or (iii) terminate this Agreement, in which case the Vendor shall refund to the County any and fees paid in advance by the County for those Services not provided by the Vendor and provide, at the County's request and free of charge, the County Data in a database document format. This Section

and the preceding Section set forth the entire liability of the Vendor to the County for any infringement by the Technology or Services of any intellectual property of a third party. Despite the foregoing, this Section does not apply to third-party software including, but not limited to, open-source software.

22. **Liability Cap:** In no event will the Vendor's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed one (1) subscription fee.
23. **Term and Termination:** Term of Agreement. The initial term of this Agreement will commence as of the Effective Date and will continue for a period of one (1) year. At the County's option and approval by the Vendor, the contract may be renewed for additional twelve (12) month periods. If the County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period.
 - **Term of Service Plan.** Any Service Plan created under this Agreement will commence immediately upon execution by both Parties and will continue thereafter as provided in the Service Plan; provided, however, that despite any other provision of this Agreement or in any Service Plan, all existing Service Plans will also terminate upon the expiration or termination of this Agreement.
 - **Automatic Termination.** Unless the Vendor promptly upon discovery of the relevant facts notifies the County to the contrary, in writing, this Agreement and all Service Plans will terminate immediately, without notice, upon the institution of insolvency, bankruptcy, or similar proceedings by or against the Vendor, any assignment or attempted assignment by the Vendor for the benefit of creditors, or any appointment, or application for such appointment, or a receiver for the Vendor.
 - **Termination for Cause.** If either Party fails to comply with any of the material terms and conditions of this Agreement or Service Plan including, but not limited to, the payment of any subscription fee or reimbursement due and payable to the Vendor under this Agreement, the non-defaulting Party may terminate this Agreement and/or all Service Plans upon thirty (30) days written notice to the defaulting Party specifying any such breach, unless within the period of such notice, all breaches specified have been remedied.
 - **Effect of Termination.** Upon any termination of this Agreement, the County will be denied access to the Portal. Termination will not relieve the County of its obligation to pay any undisputed fees accrued or payable to the Vendor prior to the effective date of termination. County is entitled to a prorated refund if this Agreement is terminated as a result of Vendor's material breach of the Agreement. The payment of County obligations in fiscal years subsequent to the current year is contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, this County shall terminate, without any penalty to County.
24. **Termination by Vendor for End of Life:** The Vendor intends to continue to provide and support the Services for as long as the County renews in accordance with the applicable Service Plan; provided, however, if the Vendor determines, in its sole discretion, that it is no longer feasible to support the Services, the Vendor may terminate this Agreement for end-of-life at any time by providing six (6) months' written notice to the County. In the event of such termination, the Vendor shall reimburse, on a prorated basis, any subscription fees paid by the County.
25. **Transition Services:** If the County is current in all payments due to the Vendor at the time of expiration or termination of this Agreement, the Vendor shall provide to the County its County

Data in a standard database document format at no additional charge. If the County requests the County Data in a non-standard format, the County shall pay the Vendor a reasonable fee for technical services as determined by the Vendor.

26. **Designed for Use Only Within Legal Jurisdictions:** Access to this Software from locations where its use or contents are illegal is not authorized. The County acknowledges and agrees that its access and use of the Services is of its own volition, and it is responsible for compliance with local law.
27. **User Suggestions to Vendor:** The Vendor welcomes the County's feedback with regard to the Portal and the Services. However, the Vendor will not accept any creative ideas, suggestions, inventions, or materials other than those the Vendor has specifically requested ("Suggestions"). Any Suggestions will automatically become the property of the Vendor. None of the Suggestions will be subject to any obligation of confidentiality and the Vendor shall not be liable for its disclosure or use. The Vendor will have exclusive ownership of all now known or later discovered rights to the Suggestions and will be entitled to unrestricted use of the Suggestions for any purpose whatsoever, commercial or otherwise, without compensation to the County.
28. **Severability:** If any part of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement will continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provisions would make the provision valid, then such provision will be deemed to be construed as so limited.
29. **Governing Law:** This Agreement and the rights and obligations of the Parties under it are governed by and interpreted in accordance with the laws of the State of Texas without regard to principles of conflicts of law.
30. **Notices:** Any notices required or permitted to be given under this Agreement will be given in writing and will be delivered (i) virtual, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices will be addressed to the address of the Party as specified in this Agreement or to such other address as the Party may specify in writing.
31. **Assignment and Successors:** Neither Party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either Party may assign its rights and obligations in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets relating to this Agreement. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the Parties.
32. **Continuing Obligations:** The following obligations will survive the expiration or termination of this Agreement and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability, and indemnities granted by either Party, (ii) any covenant granted in this Agreement for the purpose of determining ownership of, or protecting, the Proprietary Rights including, but not limited to, the Confidential Information of either Party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to the Vendor owed under this Agreement.
33. **Force Majeure:** Neither Party shall be liable for damages or any delay or failure of delivery arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Despite any other provision of this Agreement, if either Party cannot perform under this Agreement for a period of thirty (30) consecutive days, the other Party may terminate this Agreement immediately, without liability, by ten (10) days' written notice to the other.
34. **U.S. Government End-Users:** The Technology and the Vendor software incorporated

therein, this Portal, and the Services all consist of "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users of this Portal acquire only those rights set forth therein.

35. **Criminal Background Check:** If this contract requires that the Vendor personnel access County Data (either on-site or remotely) or access secure areas of County Facilities, then the Vendor personnel may be required to undergo a Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by the County.
36. **Confidentiality, Integrity, Availability (C.I.A.):** The Vendor shall protect the Confidentiality, Integrity, and Availability (C.I.A.) of all County Data, ensuring extra levels of security. All County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
37. **Breach Notification:** The Vendor agrees that upon discovery of unauthorized access to County Data, the Vendor shall notify the County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after the Vendor knows or reasonably suspects unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, the Vendor agrees to reasonably coordinate with the County to investigate the occurrence
38. **Data Hosting:** All County data will be 100% hosted within the United States
39. **FIPS 140-2 Compliance:** The Vendor shall comply with the Federal Information Processing Standard (FIPS) Publication 140-2, Security Requirements for Cryptographic Modules, as required by the National Institute of Standards and Technology (NIST).
40. **Accessibility Compliance:** The Vendor agrees that all web products and services provided under this Agreement will comply with the Web Content Accessibility Guidelines (WCAG) 2.1 at Level AA. Furthermore, the Vendor will ensure compliance with all relevant accessibility standards and regulations required for government entities in the United States, including but not limited to:
 - Section 508 of the Rehabilitation Act of 1973: Ensuring that electronic and information technology developed, procured, maintained, or used by federal agencies is accessible to people with disabilities.
 - Americans with Disabilities Act (ADA): Title II and Title III of the ADA mandate that state and local government services, programs, and activities, as well as places of public accommodation, must be accessible to individuals with disabilities.
 - State-Specific Accessibility Standards: Compliance with any additional state-specific accessibility standards and guidelines that may apply.

The Vendor shall regularly review and update its products to ensure ongoing compliance with these standards.

eCourtDate, Inc.
VENDOR



(SIGNATURE)

BY: Ibrahim Aissam

TITLE CEO

Date: 3-27-2024

SIGNED AND EXECUTED this _____ day of _____, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:


Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

Exhibit 1 – BAFO

Includes all agencies and unlimited users. Ideal for 5 - 25 locations.

Product	Quantity	Price	Amount
Standard (Yearly) Plan	1	\$5,200.00	\$5,200.00
Text/Voice Credits YEARLY Purchase credits to send and receive multilingual texts (SMS/MMS) and voice calls (US and Canada). Outbound SMS: up to 320 characters for the first credit, 160 characters for each additional credit. Inbound SMS: 1 credit / message. Voice: 1 credit / minute. MMS: 1 credit / message.	200000	\$0.04	\$8,000.00
Email/Push Credits YEARLY Purchase credits to send and receive multilingual emails and push notifications.	200000	\$0.004	\$800.00
Custom Domain (No charge) YEARLY Register a custom subdomain for portals and emails (ex: jurors.court.gov). Available for 1 location.	0	\$250.00	\$0.00
Local Area Code Phone Numbers YEARLY Activate 10-digit phone numbers in your preferred area code to send and receive texts and calls. The platform can send out messages from different agencies, however, to receive messages back it is ideal to have a separate phone number attached to each agency.	5	\$250.00	\$1,250.00
SFTP Gateway (Optional) YEARLY Transfer files automatically using a GovCloud-based server.	0	\$1,500.00	\$0.00
SMTP Relay (Optional) YEARLY Send and receive emails using an external SMTP server.	0	\$1,500.00	\$0.00

Product	Quantity	Price	Amount
Wildcard Custom Domain YEARLY Register a custom wildcard domain for portals and emails with support for up to 20 subdomains (ex: *.court.gov).	1	\$1,000.00	\$1,000.00
Dedicated Carrier Registration YEARLY Includes campaign setup and U.S. carrier registration for text messaging. No daily caps and priority delivery. Assign up to 48 local phone numbers.	1	\$250.00	\$250.00
IPAWS Integration YEARLY Integration to the Integrated Public Alert and Warning System (IPAWS) to allow notifications through the Emergency Alert System (EAS) – radio or television, Wireless Emergency Alerts (WEA) – phone, Non- Weather Emergency Messages (NWEN) – emergency messages other than weather events, and Collaborative Operating Group to Collaborative Operating Groups (Cog-to-Cog) – targeted messages sent directly between authorized alerting authorities.	1	\$1,500.00	\$1,500.00
File Storage YEARLY Cloud storage to send and receive encrypted files with document analysis and security scanning. 100 GB Storage	1	\$1,200.00	\$1,200.00
Random Short Codes (Optional) YEARLY Activate a random short code to send messages. Ideal for high-volume outbound SMS.	0	\$15,000.00	\$0.00
Reverse Lookups (Optional) YEARLY Run reverse lookups to validate phone numbers and email addresses. Get carrier, line type, ISP, and registered owner details.	0	\$0.04	\$0.00
Toll Free Phone Numbers (Optional) YEARLY Activate toll-free phone numbers to receive texts and calls. Supports e911 and multilingual interactive voice response.	0	\$350.00	\$0.00
Training - Onsite (Optional) ONE-TIME eCourtDate provides onsite "train-the-trainer" end-user training to ensure			effective use of the platform. Training covers core system features, communication tools (e.g., SMS, MMS,

emails), scheduling, reporting, and security compliance. Onsite sessions focus on equipping key staff to train others. Three days of onsite training included. Online training is provided at no cost.	0	\$8,000.00	\$0.00
--	---	------------	--------

NOAA Integration (Optional) YEARLY	0	\$1,000.00	\$0.00
Integration to the National Oceanic and Atmospheric Administration (NOAA) to allow weather alerts to be triggered automatically.			

Product	Quantity	Price	Amount
---------	----------	-------	--------

Text/Voice Credits High Volume (Optional)	0	\$0.02	\$0.00
Purchase credits to send and receive multilingual texts (SMS/MMS) and voice calls (US and Canada). Outbound SMS: up to 160 characters for the first credit, 160 characters for each additional credit. Inbound SMS: 1 credit / message. Voice: 1 credit / minute. MMS: 1 credit / message. Credits do transfer to the next year. Must commit to 1,000,000 purchases.			

Implementation ONE-TIME	1	\$15,000.00	\$15,000.00
---------------------------------------	---	-------------	-------------

TOTAL			\$34,200.00
--------------	--	--	--------------------

Start Date

05/20/25, or upon notice to proceed with Tarrant County approval.

Renewal Date

05/20/2026

Renewal Frequency

Yearly

All products are invoiced yearly unless specified.

Billing Support

For any assistance with your Service Plan, email billing@ecourtdate.com or call 202-217-1668.

Multi-Year Discount

Save 10% on your Service Plan when you pay for two years in advance.

Exhibit 2 - Service Plan Agreement

The Service Plan, outlining the specific services to be provided, including, but not limited to, the integration and functionality of eCourtDate's services with GovLink AI (the "Integrated Platform"), is incorporated by reference herein and forms an integral part of this Agreement.

Service Level Agreement

99.95% Uptime Assurance	GovLink guarantees 99.95% uptime for its services, ensuring high availability and reliability. Our scalable architecture is built to handle 24/7 traffic seamlessly. This commitment excludes scheduled maintenance and interruptions caused by third-party dependencies or extraordinary events.
1s or Less API Response Time	Our API delivers rapid response times, typically between ~100ms and 1 second, providing a smooth, efficient experience for all users—both human and automated.
Staging Environment for Safe Testing	A separate staging environment allows users to test features and configurations using simulated data. This setup protects production systems and prevents the use of live data in tests.
Limited Employee Access to Data	By default, employees cannot access customer data. Support-related access is only granted upon request and is strictly limited. Most support is provided using the staging environment, which contains only test data.
Message Simulation for Testing	In production environments, message creation and dispatching can be simulated to support smoke or regression testing without sending live messages.
Training and Support Features	A special training mode lets users route messages to themselves in production for training purposes. Admin users can schedule remote training sessions, typically lasting 1–2 hours. Sessions are recorded for future reference. Portal-only users are supported with video walkthroughs and in-app guides.

24/7 Priority Support	Critical outages and mission-essential failures are addressed immediately by our engineering team.
Standard Support	Available from 8 am to 8 pm EST, with responses guaranteed within one business day. Help tickets resolve in 2–5 business days, and changes are applied in the staging environment.
Data Integrity and Backups	We provide point-in-time backups for up to 30 days and maintain audit logs for the duration of a contract to ensure data integrity and accountability.
Maintenance and Updates	Scheduled maintenance is performed during off-hours to minimize disruption. Notifications of planned outages are shared via the Status Page, Help Center, in-app alerts, and email updates.
Product Improvements and Bug Fixes	Updates follow a structured process: development, staging, and monthly production deployment. Changes are implemented only with customer approval when existing functionality is affected. Each update undergoes automated checks, including testing, vulnerability scans, and security evaluations.
Unplanned Downtime	Unexpected outages are rare and resolved promptly. Communication is provided via email, in-app alerts, and the Status Page to keep users informed.
Browser Compatibility	We support the latest and two previous versions of Chrome, Firefox, Safari, and Edge. Internet Explorer is not supported.

Scalability and System Capacity

Our system is engineered to scale both horizontally and vertically, handling increased loads with ease. We continuously monitor system capacity and performance, alerting customers when additional resources are needed. By default, each agency can send up to 60 outbound SMS/MMS, 60 outbound voice calls, and 60 outbound emails per minute. If the limit is exceeded, messages are automatically delayed to the next minute. There are no restrictions on inbound messages across any channel. For high-volume or dedicated customers, we provide tailored limits to ensure full compliance with carriers and internet service providers:

- Outbound SMS: 4,500 per minute
- Outbound MMS: 1,200 per minute
- Outbound Calls: 300 per minute
- Outbound Emails: 1,200 per minute

Uptime Credits for High-Volume Plans

We're committed to providing exceptional uptime. In the rare event we don't meet our 99.95% guarantee, we proactively offer the following credits as part of our dedication to service excellence:

- 98.5% - 99% uptime: 5% credit
- 98.5% - 98% uptime: 10% credit
- Less than 98% uptime: 15% credit

Note: downtime is only calculated for our API and web platforms. Scheduled maintenance, third-party outages, and force majeure events are excluded.

Disaster Recovery and Continuity

In the event of a critical system failure, services can be restored within four hours. A secondary infrastructure region ensures messaging continuity during extended outages. Customers are notified promptly in such cases, with updates provided throughout the recovery process.

Optional Software Escrow

For dedicated plans, a software escrow service is available under separate agreement and additional fees.

Definitions

"Authorized Users" means the number of identifiable unique persons consisting of County's personnel and outside consultants who are authorized to access and use the Services, as specified in the applicable Service Plan. Authorized Users may include County's third-party consultants, outsourcers, contractors, and other service providers.

"End Users" means the contacts added by the Authorized Users and contained in County Data who are notified by the software.

"County Data" means the County's information or other data processed, stored, or transmitted by, in, or through the Services, including, but not limited to, personal information relating to the County's personnel, End Users, and prospective End Users.

"Portal" means the Company's website or mobile app including the Technology.

"Proprietary Rights" means any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

"Service Plan" means a form, incorporating the terms of this Agreement, by which a County selects and commences Services. A Service Plan can be either in written form, specified as a "Service Plan", or as an electronic form the County configures through the Portal.

"Services" means the service plans and features selected by the County and specified on the applicable Service Plan and any updates or upgrades to such services that may be generally released by the Company to all customers from time to time. These Services may change by mutual consent of the Parties, as recorded through the Service Plan.

"Technology" means the computer hardware, software, and other tangible equipment and intangible computer code necessary to deploy and serve the Services via the Portal.

"Services Portal" means a platform that allows the County to notify End Users of upcoming court dates and other legal events.

Exhibit 3 – Project Engagement and Implementation Agreement

Introduction

GovLink is a communication tool designed to enhance access to information and provide actionable insights in real-time. It aims to improve communication strategies across diverse communities.

Engagement Process

Since every engagement is unique, each project request begins by defining clear objectives for the project. The following steps outline the typical engagement for each project.

1. All engagements are initiated by Tarrant County by submitting a high-level scope of work for review.
2. GovLink will work with Tarrant County to refine the need, creating a Statement of Work proposal for the effort; at a minimum, this will include:
 - a. Description of work
 - b. Schedule
 - c. Delivery and payment milestones
 - d. Resources provided by GovLink and Tarrant County resources required to complete the effort.
 - e. Assumptions and constraints.
 - f. Price, based on contracted rates.
3. The Statement of Work will be submitted through the Tarrant County procurement process as an addendum to the contract.
4. Any changes to the Statement of Work will be documented and approved separately.
5. Invoicing to be upon written acceptance of the defined milestone payment deliverables.

Implementation Process

The following information and implementation tasks are identified to help set expectations and ensure a smooth and effective rollout. The tasks identified are typical for most implementations. However, each project will be tailored to the specific requirements and needs of the department. The GovLink Project Manager will work closely with the Tarrant County project manager to help ensure a successful implementation.

Infrastructure Requirements

- A stored procedure or script that can extract data from your case management

system and save it to a flat file.

- The procedure or script should run on an hourly or daily basis.
- Once the file is created, it should be sent to an SFTP server.
- Govlink can provide an SFTP server for your agency to use or you can use your own. If you use your own, you will need to provide the credentials to eCourtDate.

Staffing Resources

- 1 System or Database Administrator
- 1 Business User
- 1 Quality Assurance Tester
- 1 Data Analyst (optional)

Engagement Clarifications

- GovLink is a separate system from eCourtDate so each department that wants its own GovLink agency would need to be implemented independently.
- The available integration methods are the same (API, SFTP, OAuth, Domains).
- The one-time Implementation Fee covers managed onboarding and integration support for all Tarrant County departments wishing to use this contract.
- Fees for additional services beyond the Standard Yearly Plan will be identified for each scope of work implemented.
- Each department will be an admin over their subdomain. In GovLink, each agency is accessed by its own separate subdomain.
- The customer can choose the onboarding schedule for each agency/department at their preference.
- Credits are available as a shared pool for use by all agencies. There's no need to divide in advance unless they specifically want to allocate a certain number of credits per agency.

Planning Meetings

Unless otherwise agreed upon, progress meetings with your team and Govlink onboarding team will be held weekly.

Meetings are conducted virtually and scheduled at your convenience through our calendar.

Time to Complete


Note that the time to complete does not indicate the schedule, only a rough estimate of the working time required. The actual project schedule is based on multiple factors including resource availability and complexity of the solution to be implemented.

- Estimated Working Time: 17 Business Workdays

Work Tasks

Task Name	Task Description	Time Estimate
Project Brief	Define your scope, goals, and use cases.	1 Day
Govlink Demo	Schedule a virtual demo to learn how Govlink could work for your needs.	1 Day
Project Plan	Create a detailed plan for the project.	1 Day
Govlink Staging Environment	Create staging agencies in Govlink.	1 Day
Staging Configuration	Configure each agency based on your use case and the in-app checklist.	1 Day
Data Mapping	Create an Upload Template and manually test uploading a file to verify the data is processed correctly.	1 Day
SFTP Data Transfer	Govlink can provide an SFTP Gateway server (or use your own) and create an extract process that sends files to the server on an hourly or daily basis.	3 Days
Govlink Staff Training	Provide training to business users regarding templating and utilization.	1 Day
Testing & QA	Test the integration with your source system for at least 3 automated uploads. Verify that source data is being mapped correctly and that messages are being scheduled to the appropriate recipients.	3 Days

GOVLINK AI

Data Migration (optional)	Generate a one-time file of historical data to upload to Govlink. We recommend manually uploading this file.	2 Days
Govlink Production Deployment	Create a production agency and copy the staging configuration to the production agency.	1 Day
Go Live 	Switch the production agency to live mode and send messages in live mode.	1 Day



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2025026 - Annual Contract for eMessaging and Notifications - Countywide - eCourtDate, Inc. - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.
