AFFILIATED COMPUTER SERVICES

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SOFTWARE/HARDWARE CONTRACT

1431 Tallevast Road,	Sarasota, FL 3424	43 • (800) 800-00)56				Date	e: <u>April 21, 2003</u>	
C Nassau County Board of County Commissioners			_	S Same as Cl	ient				
L P.O. Box 1010				Н					
I Fernandina Beach, FL 32035									
E				P			· · · · · · · · · · · · · · · · · · ·		
N Contact: Ms. Beth McDonald				T Telephone:					
T P.O. Number:				O Sales Rep:	Rich	ard LeP	age		
Software Application			P	Purchase Price Training Days		Training Price	Annual SSA Price		
DELINQUENT COLL	ECTION SYSTEM								
MAINTENANCE								217.19/MO 2606.31/YR	
Hardware Descript	ion	Purchase Pri	ice	Model/Featu	re	Qty	Total	Total Annual	
· · · · · · · · · · · · · · · · · · ·					<u> </u>		Amount	HSA Price	
POINT OF SALE, PRI CONTROLLER	INTER,							148.33/MO 1780.00/YR	
HARDWARE NETWO	RK SUPPORT				_			66.66/MO 800.00/YR	
HARDWARE UPGRAI	DE INSTALL							75.00/MO 900.00	
				<u> </u>				·}	
Software TOTAL Hardware TOTAL	2606.31 3480.00		т	raining			<u>Total</u> Discount		
	5-00.00			Total		[⁻	Grand Total	6086.31	
Commencement Da	te: 10/1/2003			Termination D	ate:				
Special Instructions CONTRACT	TO BE BILLED MON	THLY BEGINNING	g wit	TH OCTOBER, 20	03 T	HROUG	H SEPTEMBER 3	0, 2004	
Signed Client:	Tuku,	Sames	<u> </u>	ACS	;; ···	Roger	& Kanto	7	
				-					
Date:	5-14-03			Date		5/2	11		
				Approved as Nassau (Bun t					
Model	17				/	/ //	[[A]		
J.M. "Chip" Of Ex-Officio Cler	ley, Jr. k			Michael S. M	u11	in			

THIS AGREEMENT is made between AFFILIATED COMPUTER SERVICES, a Delaware corporation referred to in this document as "ACS", and customer, referred to as "CLIENT", in order to clearly state the mutual responsibilities, considerations and commitments they have agreed to. A. SPECIFIC PRODUCTS AND FEES. ACS will provide the Customer with the Licensed Software Products and Hardware listed on front, at the

stated license fees/price. Each Licensed Software product consists of object programs, control language procedures and a user reference manual. CLIENT acknowledges that changes to the systems are to be prepared by the CLIENT.

B. TRAINING, ASSISTANCE AND CONSULTATION. Included in the license fees, ACS will provide CLIENT with training, assistance or consultation as limited to the man hours set forth and conducted on the premises of ACS.

C. LIMITED SERVICES. This agreement specifically excludes:

- (1) additional consulting, training and installation assistance,
- (2) modification or development of Licensed Software Products,
- updating of Licensed Software Products after the first 90 days from date of delivery, or 6 months from date of contract, whichever happens first,
- (4) conversion from predecessor systems. These services are separate and apart from this agreement and are properly a part of a PROFESSIONAL SERVICES AGREEMENT.

D. LIMITED LICENSE. CLIENT is granted a license to use the Licensed Software Products indicated for a period of ninety-nine (99) years. This license is granted for use by the CLIENT on a single computer processing unit and is not to be duplicated other than for internal backup copies or used by others without the express written permission of ACS. The license may not be transferred to any processing unit other than the original processor on which the software is installed without the express written consent of ACS.

E. ACCESS TO UPDATED VERSIONS. For a period of 90 days following the delivery of the software or 6 months from date of contract, whichever comes first, CLIENT will be entitled to to all corrections or enhancements to the standard unmodified Licensed Software Products. After this period, CLIENT may elect to obtain updated versions of the Licensed Software Products through a software support agreement.

F. LIMITED WARRANTY. ACS represents that its sales literature and illustrative brochures are accurate in all material respects. Licensed software products are however, subject to continued revision and may, at times, be at variance with the sales literature.

For a period of 90 days following the date of delivery, ACS agrees to correct, at its expense, in a timely manner, all substantive errors reported in writing by the CLIENT. The correction of the licensed software products may take the form of (1) corrected documentation, (2) corrected source or object code, or notice of availability of corrected code, (3) or a change in functional definition of the licensed software product. ACS does not guarantee service results or represent that all errors will be corrected. ACS will remain diligent in its efforts to correct errors. ACS will not be liable for any lost profits, or for any claim or demand against customer by any other party, and in no event will ACS be liable for consequential damages even if ACS has been advised of the possibility of such damages.

ACS AND CLIENT ACKNOWLEDGES THAT THIS AGREEMENT DOES NOT CONSTITUTE A SALE OF GOODS AND THAT THERE ARE NOT WARRANTIES MADE OR INTENDED, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

G. RESPONSIBILITY FOR USE AND CONTROL. CLIENT agrees that it will be exclusively responsible for the supervision, management, and control of its use of the Licensed Software products; such responsibilities include, but are not limited to:

- 1. Insuring proper machine configuration, program installation, audit controls, and operating methods;
- 2. Establishing adequate software, hardware and data back up and recovery plans, based on alternate procedures;
- 3. Implementing sufficient procedures and check points to satisfy CLIENT'S requirements for security and the accuracy of input and output;
- 4. Providing qualified and properly trained computer operators;
- 5. Providing all forms and supplies necessary for the system;
- 6. Providing all necessary data preparation and entry.

H. PROPRIETARY RIGHTS. CLIENT recognized that the Software Products licensed under this agreement are proprietary; and that ACS or the Licensed Software product's owner, referred to as "Proprietor", RETAINS OWNERSHIP OF ALL RIGHTS, TITLE AND INTEREST TO ITS LICENSED SOFTWARE PRODUCTS, which includes source programs, object programs, control language procedures, systems design, modular program structure, system logic flow, technical documentation, report and video formats, subroutines, processing techniques and procedures, and report generation. All enhancements made on behalf of CLIENT by ACS will be proprietary to ACS. Any improvements, creations, etc., whether patented, copyrighted or not, made by employees or agents of the CLIENT which relate to the System's data processing techniques by their work in connection with the System, are to be reported to ACS. The CLIENT hereby grants and agrees to grant to ACS the unrestricted right to practice such improvements, and to license others to practice such improvements without charge.

I. CONFIDENTIAL AND VALUABLE SUBSTANCE. CLIENT recognizes that the Licensed Software Products have substantive monetary value and are considered TRADE SECRET, PROPRIETARY, and CONFIDENTIAL. Proprietor is desirous of maintaining rigorous control over these Licensed Software Products. CLIENT therefore, agrees that it will exercise due care to prevent disclosure of the Licensed Software products including:

- 1. CLIENT shall insure that any identification labels or legal notices contained in any aspect of the Licensed Software Products are not modified, suppressed or in any other way made inconspicuous;
- CLIENT shall restrict access to the Licensed Software products to only those employees of the CLIENT who must have access in order to
 perform their specific obligations in the CLIENT'S business. CLIENT shall take all necessary and proper precaution to insure that
 unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur;
- 3. CLIENT agrees that it will take all reasonable precautions to insure that non CLIENT personnel, including non-employee agents of CLIENT, do not obtain access to or knowledge of the Confidential Information without first obtaining the express written consent of ACS. ACS agrees that it will not unreasonably withhold such consent;
- 4. CLIENT will use all reasonable precautions to prevent the Licensed Software Products from being acquired by unauthorized persons;
- CLIENT shall treat the ideas and expressions contained in the Software Products as TRADE SECRET, PROPRIETARY and CONFIDENTIAL and belonging solely to Proprietor and shall not, without the prior written permission of Proprietor, copy of duplicate any physical embodiments of the Licensed Software Products, other than for internal backup purposes;
- 6. CLIENT agrees to notify ACS immediately of any unauthorized possession, use of knowledge of any Licensed Software Products. CLIENT shall promptly furnish ACS with full details of such possession, use or knowledge, assist in preventing any recurrence thereof and cooperate with ACS in any litigation or other proceedings deemed necessary by ACS to protect Proprietors rights.

J. RIGHT TO MODIFY. CLIENT will have the right to modify the Licensed Software Products without the prior consent of ACS, however, if modifications are made, all warranues are immediately voided.

K. DELIVERY AND PAYMENT. CLIENT agrees to pay, on a non-refundable basis, 40% of the software license fees upon signing this agreement, 40% upon delivery of the Licensed Software Products and the remaining 20% within 30days of receipt of the product. A credit for the training and consultation hours will be applied as used.

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L. TAXES. The contract price does not include taxes of any kind, If under any applicable law, ACS is required to collect or pay taxes on the software products or services furnished in this agreement, exclusive of income taxes, then CLIENT agrees to pay to ACS amounts equal to the resulting taxes.

M. ASSIGNMENT. This agreement and the rights granted by it cannot be assigned or otherwise transferred by the either party without the prior written consent of the other party and both parties agree that they will not unreasonably withhold such consent.

N. TERM. Either party may terminate this agreement prior to its expiration for the failure of the other party to comply with a major provision or condition set forth herein by CLIENT giving thirty (30) days or CONTRACTOR giving (180) days written notice of a desire to terminate, and the specific grounds, to the other party. The non-terminating party may contest the propriety of the termination by submission to an arbitrator under the arbitration procedure. The party wishing to terminate the agreement shall have the burden of proof. While the decision of the arbitrator is pending, this agreement shall remain binding on the parties. All disputes involving the termination of this agreement shall be submitted to an arbitrator appointed by, and operating under the rules of the American Arbitration Association. The written decision of the arbitrator shall be final, and binding upon the parties.

Upon termination by either party, CLIENT will furnish to ACS a completed form entitled "CLIENT Licensed Program Certification of Return or Destruction" certifying that through the CLIENT'S best effort, and to the best of the CLIENTS knowledge, the original and all copies of the Licensed Software products received from ACS or made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form including translation, whether partial or complete, and whether or not modified or merged into other program materials as authorized herein.

O. GENERAL UNDERSTANDINGS. The commitments in this agreement are based on the following understandings:

1. Governing Law, Waiver, Notices. This agreement will be governed by the laws of the State of Florida, and is the entire agreement between the parties. A waiver of any part of this agreement shall be limited to that specific event and shall not be a waiver of the entire agreement. Any notices required in this agreement will be effective when in writing, and when deposited in the mail properly addressed with prepaid postage.

2. Litigation. If either party defaults in any part of this agreement, the prevailing party shall be entitled to all reasonable costs and expenses, including actual attorney's fees, which it incurs from enforcing this agreement. No action, regardless of form, arising out of this agreement may be brought by either party more than one year after the cause of action has arisen.

agreement may be brought by either party more than one year after the cause of action has arisen. P. ACKNOWLEDGMENT. BY SIGNING THIS CONTRACT, THE CLIENT ACKNOWLEDGES THAT THE CLIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS; AND FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR AND CONCURRENT PROPOSALS AND UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

ADDENDUM

SOFTWARE MAINTENANCE AND SUPPORT

LICENSED SOFTWARE MAINTENANCE. Definition of Maintenance Period - the first 90 days from date of delivery, or 6 months from date of contract on initial delivery of Systems, whichever occurs first, or the annual software maintenance agreement provided subsequent to the first years' installation.

1.00 SYSTEM SOFTWARE MAINTENANCE

- 1. ACS TAX APPLICATION SYSTEM SOFTWARE maintenance will be in the format and language of the <u>CONTRACTOR'S computer configuration</u>.
- 2. For Tax Systems, standard application enhancements may or may not include changes required by legislative action, depending on the scope, complexity and timing of such changes. ACS reserves the exclusive right to determine if such changes will be included in such enhancements.

ACS will automatically renew this Software Maintenance Plan and continue the covered services on its anniversary date; unless notified in writing by either party prior to said anniversary date for a period of <u>1 YEAR</u>.

2.00 <u>TELEPHONE SERVICE</u>

The CONTRACTOR will provide those CLIENT'S contracted for maintenance unlimited telephone support services during the contract maintenance period.

Unlimited software and hardware training service during CONTRACTORS' scheduled classes is provided as part of the maintenance agreement to those CLIENTS who are contracted for on-going maintenance support services.

ADDENDUM

HARDWARE NETWORK SUPPORT SERVICES

ACS will provide the Network Support Services as defined in this agreement.

TERMS and FEES: The CUSTOMER agrees to pay an annual fee as detailed on the fee pages of this agreement for a one-year period to commence on the contract date first stated herein. This agreement will automatically renew on its anniversary date with an annual price increase of not more than 8%. Should ACS or CUSTOMER elect not to renew the agreement, the other party must be notified in writing at least 30 days prior to the anniversary date. Upon request and agreement to perform on-site visits for services or consultation, ACS will bill travel-related expenses as actual.

ACS will provide the following support services for the annual fee stated.

- Online Remote Support Access by qualified ACS Staff.
- Unlimited hardware and network telephone support via toll free number.
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Toll Free hardware and networking services via 800-800-0181

Monday - Friday; 8:00 a.m. - 5:00 p.m. CST

• Client Network Environment diagram as Network changes dictate. LAN Definition updated with CUSTOMER supplied information



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NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS P. O. Box 1010 Fernandina Beach, Florida 32035-1010 Nick Deonas Ansley Acree Vickie Samus Floyd L. Vanzant Marianne Marshall Dist. No. 1 Fernandina Beach Dist. No. 2 Fernandina Beach Dist. No. 3 Yulee Dist. No. 4 Hilliard Dist. No. 5 Callahan

> J. M. "Chip" OXLEY, JR. Ex-Officio Clerk

> > MICHAEL S. MULLIN County Attorney

May 22, 2003

Mr. Michael Marshall, Manager Florida and Georgia Tax Systems Affiliated Computer Services 1431 Tallevast Road Sarasota, FL 34243

Re: Delinquent Collection System Maintenance Contract

Dear Mr. Marshall:

Enclosed are three original contracts for the referenced maintenance system. Please obtain the appropriate signature and return two fully executed, original contracts to this office in the enclosed, self-addressed envelope.

We appreciate your attention to this matter, and if we may be of any further assistance, please let us know.

Sincerely,

J. M. "Chip" Oxley, Jr. Ex-Officio Clerk

jgb

Enclosures

(904) 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer

CONTRACT SIGN OFF					
PROJECT NAME Delin. Landfill mtn & hardward	≥ PROJECT #				
VENDOR Affiliated Computer Services (ACS)	VENDOR Affiliated Computer Services (ACS)				
ADDRESS <u>1431 Tallevast Road</u> , Sarasota, FL <u>34243</u>					
CONTRACT AMOUNT _\$6,086.31	DATE REC'D				
FUNDING SOURCE: 70342534-546021					
DATE TO PUBLIC WORKS DIRECTOR	REC'D PWD				
DATE TO P.W. CONTRACT MGR	REC'D PWCM				
DATE TO COUNTY COORDINATOR	REC'D CO COORD				
DATE TO COUNTY ATTORNEY	REC'D CO. ATTY				
DATE TO CLERK	REC'D CLERK				
CONTRACT APPROVA	-				
PUBLIC WORKS DIRECTOR	DATE				
CONTRACT MANAGER	DATE				
COUNTY COORDINATOR	DATE				
COUNTY ATTORNEY	DATE 0202				
CLERK 2 Marily	DATE STA3				
APPROVAL BY BOARD OF COUNTY COMMISSIONERS					
DATE SENT TO COORDINATOR FOR AGENDA PACKET					
BOARD MEETING APPROVAL DATE					
COPY DISTRIBUTION: TO FINANCE DATE TO VENDOR					
TO OTHER APPROPRIATE PARTIES					
PAYMENT & PERFORMANCE BONDS OBTAINED					

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April 21, 2003

Nassau County Board of Commissioners c/o Ms. Beth McDonald P.O. Box 1010 Fernandina Beach, FL 32035

Dear Beth:

The enclosed contracts are for Affiliated Computer Services Delinquent Collection System maintenance and hardware maintenance services for the contract year beginning October 1, 2003 through September 30, 2004.

In order to obtain maximum performance from both the AS/400 and the ACS software systems, it is a requirement that all of our Users be within one release level of IBM's most current operating system release. This requires an annual on-site visit by an ACS Technician. We have included the Hardware Upgrade Installation fee in your contract.

Unlimited Hardware/Network Support Services are included in your contract to provide on-line remote support and unlimited network/hardware telephone support. This service is offered Monday through Friday from 8:00 am -5:00 pm Central Standard Time as outlined in the Addendum attached to your contract. Without this service, all hardware and IBM operating system support calls will be billed on a Time & Material basis.

Upon the contracts meeting with your approval, please execute all three copies and return one copy to our Sarasota office. The second and third copies are for your files and submission to the Department of Revenue, if required.

Should you have any questions, please give me a call at 1-800-800-0056.

We are looking forward to serving you in the coming year.

Sincerely

Michael Marshall Manager, Florida and Georgia Tax Systems

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:Enclosure Government Services 1431 Tallevast Road • Sarasota, FL 34243 941.351.4981 • 941.351.4985 (fax)

AFFILIATED COMPUTER SERVICES

SOFTWARE/HARDWARE CONTRACT

Date: May 23, 2002

1431 Tallevast Road, Sarasota, FL 34243 • (800) 800-0056

C Nassau County	Board of County	Commissioners		S Same as C	lient			
L P.O. Box 1010				Η				
I Fernandina Bead	ch, FL 32035			1	-			
E				P				
N Contact: Ms. Be	th McDonald			T Telephone	:			
T P.O. Number:		ŗ	-	O Sales Rep:	Richa	ard Le	Page	
Software Application			Ρι	urchase Price	Training Days		Training Price	Annual SSA Price
DELINQUENT COLL	ECTION SYSTEM	Λ						
MAINTENANCE								206.85/M0 2482.20/YR
Hardware Descrip	tion	Purchase Pri	ce	Model/Featu		Qty	Total Amount	Total Annual HSA Price
POINT OF SALE, PRI CONTROLLER	NTER,							148.33/MO 1780.00/YR
								66.66/MO 800.00/YR
Software TOTAL	2482.00						Total	<u> </u>
Harddware TOTAL	2580.00		ТГа	aining		Ĺ	Discount	
			1	otal			Grand Total	5062.20
Commencement Date: 10/1/2002			Termination Date: 9/30/2003					

Special Instructions:

CONTRACT TO BE BILLED MONTHLY BEGINNING WITH OCTOBER, 2002 THROUGH SEPTEMBER 30, 2003

			<u> </u>
Signed Client:	10	5	$\overline{\langle } \rangle$
	Nick	D.	Deonas

Chairman, Board of Co. Commissioners

ACS: Date: 1002

Date:

6-24-02

ATTEST:

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J. M. "CHIP" OXLEY, JR. Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:

MICHAEL S. MULLIN

THIS AGREEMENT is made between AFFILIATED COMPUTER SERVICES, a Delaware corporation referred to in this document as "ACS", and customer, referred to as "CLIENT", in order to clearly state the mutual responsibilities, considerations and commitments they have agreed to.

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- 2. Establishing adequate software, hardware and data back up and recovery plans, based on alternate procedures;
- 3. Implementing sufficient procedures and check points to satisfy CLIENT'S requirements for security and the accuracy of input and output;
- 4. Providing qualified and properly trained computer operators;
- 5. Providing all forms and supplies necessary for the system;
- 6. Providing all necessary data preparation and entry.

H. PROPRIETARY RIGHTS. CLIENT recognized that the Software Products licensed under this agreement are proprietary; and that ACS or the Licensed Software product's owner, referred to as "Proprietor", RETAINS OWNERSHIP OF ALL RIGHTS, TITLE AND INTEREST TO ITS LICENSED SOFTWARE PRODUCTS, which includes source programs, object programs, control language procedures, systems design, modular program structure, system logic flow, technical documentation, report and video formats, subroutines, processing techniques and procedures, and report generation. All enhancements made on behalf of CLIENT by ACS will be proprietary to ACS. Any improvements, creations, etc., whether patented, copyrighted or not, made by employees or agents of the CLIENT which relate to the System's data processing techniques by their work in connection with the System, are to be reported to ACS. The CLIENT hereby grants and agrees to grant to ACS the unrestricted right to practice such improvements, and to license others to practice such improvements without charge.

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- CLIENT shall restrict access to the Licensed Software products to only those employees of the CLIENT who must have access in order to perform their specific obligations in the CLIENT'S business. CLIENT shall take all necessary and proper precaution to insure that unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur;
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- CLIENT shall treat the ideas and expressions contained in the Software Products as TRADE SECRET, PROPRIETARY and CONFIDENTIAL and belonging solely to Proprietor and shall not, without the prior written permission of Proprietor, copy of duplicate any physical embodiments of the Licensed Software Products, other than for internal backup purposes;
- 6. CLIENT agrees to notify ACS immediately of any unauthorized possession, use of knowledge of any Licensed Software Products. CLIENT shall promptly furnish ACS with full details of such possession, use or knowledge, assist in preventing any recurrence thereof and cooperate with ACS in any litigation or other proceedings deemed necessary by ACS to protect Proprietors rights.

J. RIGHT TO MODIFY. CLIENT will have the right to modify the Licensed Software Products without the prior consent of ACS, however, if modifications are made, all warranties are immediately voided.

K. DELIVERY AND PAYMENT. CLIENT agrees to pay, on a non-refundable basis, 40% of the software license fees upon signing this agreement, 40% upon delivery of the Licensed Software Products and the remaining 20% within 30days of receipt of the product. A credit for the training and consultation hours will be applied as used.

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TVES and SOA and the sources that it will not unreasonably withhold such consent. ROA may assign its high the without the consent of CLIEWT. M. ASSIGNMENT. This agreement and the rights granted by it cannot be assigned or otherwise transferred by the CLIENT without the prior written consent of

.seined ant nodu gnibnid bne ,lenñ shall be submitted to an arbitrator appointed by, and operating under the rules of the American Association. The written decision of the arbitrator shall be proof. While the decision of the arbitrator is pending, this agreement shall remain binding on the parties. All disputes involving the termination of this agreement propriety of the termination by submission to an arbitrator under the arbitration procedure. The party wishing to terminate the agreement shall have the burden of herein by giving thirty (30) days written notice of a desire to terminate, and the specific grounds, to the other party. The non-terminating party may contest the N. TERM. Either party may terminate this agreement prior to its expiration for the failure of the other party to comply with a major provision or condition set forth

complete, and whether or not modified or merged into other program materials as authorized herein. made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form including translation, whether partial or that through the CLIENT'S best effort, and to the best of the CLIENTS knowledge, the original and all copies of the Licensed Software products received from ACS or Upon termination by either party. CLIENT will furnish to ACS a completed form entitled "CLIENT Licensed Program Certification of Return or Destruction" certifying

O. GENERAL UNDERSTANDINGS. The commitments in this agreement are based on the following understandings:

parties. A waiver of any part of this agreement shall be limited to that specific event and shall not be a waiver of the entire agreement. Any notices Governing Law, Waiver, Notices. This agreement will be governed by the laws of the State of Florida, and is the entire agreement between the

Libgation. If either party defaults in any part of this agreement, the prevailing party shall be entitled to all reasonable costs and expenses, including 5 required in this agreement will be effective when in writing, and when deposited in the mail properly addressed with prepaid postage.

either party more than one year after the cause of action has ansen. actual attomey's fees, which it incurs from enforcing this agreement. No action, regardless of form, arising out of this agreement may be brought by

UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR AND CONCURRENT PROPOSALS AND UNDERSTANDS IT, AND AGREES TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS; AND FURTHER AGREES THAT IT IS THE COMPLETE AND P. ACKNOWLEDGMENT. BY SIGNING THIS CONTRACT, THE CLIENT ACKNOWLEDGES THAT THE CLIENT HAS READ THIS AGREEMENT,

OF THIS AGREEMENT.

SOFTWARE MAINTENANCE AND SUPPORT

1.00 SYSTEM SOFTWARE MAINTENANCE

- 1. ACS Tax Collection and related Systems software, CATCS, maintenance will be in the format and language of the <u>CONTRACTOR'S computer configuration</u>.
- 2. For Tax Systems, standard application enhancements may or may not include changes required by legislative action, depending on the scope, complexity and timing of such changes. ACS reserves the exclusive right to determine if such changes will be included in such enhancements.

ACS will automatically renew this Software Maintenance Plan and continue the covered services on its anniversary date; unless notified in writing by either party prior to said anniversary date for a period of <u>12</u> months.

2.00 TELEPHONE SERVICE

The CONTRACTOR will provide CUSTOMER telephone service of up to ten (10) hours per month to the Tax Collector during the initial contract maintenance period. This should not be interpreted as a toll free or free telephone service. This is hourly customer support by CONTRACTOR'S staff for support to the CUSTOMER.

3.00 TRAINING

Unlimited software and hardware training service during CONTRACTORS scheduled classes is provided as part of the maintenance agreement to those CUSTOMERS who maintain ongoing maintenance support services.





02 MAY 31 PM 1:09

May 29, 2002

Nassau County Board of Commissioners c/o Ms. Beth McDonald P.O. Box 1010 Fernandina Beach, FL 32035

Dear Beth:

The enclosed contracts are for Affiliated Computer Services Delinquent Collection System maintenance and hardware maintenance services for the contract year beginning October 1, 2002 through September 30, 2003.

Upon the contracts meeting with your approval, please execute all three copies and return one copy to our Sarasota office. The second and third copies are for your files and submission to the Department of Revenue, if required.

Should you have any questions, please give me a call at 1-800-800-0056.

We are looking forward to serving you in the coming year.

Sincerely Schu

Jeff Schulze Director of Operations

JS:md

:Enclosure

	FF
PROJECT NAME Delinquent Collection System maintenance & hardware mainteance	PROJECT #
VENDORAffiliated_Computer_Services (ACS)	
ADDRESS 1431 Tallevast Road	
CONTRACT AMOUNT \$5,062.20 (\$685.20 over last year)	DATE REC'D <u>6-10-0</u>
FUNDING SOURCE: 70342534-546021	
DATE TO PUBLIC WORKS DIRECTOR N/A	REC'D PWD
	REC'D PWCM
DATE TO COUNTY COORDINATOR <u>6-10-02</u>	REC'D CO COORD
DATE TO COUNTY ATTORNEY _6-10-02	REC'D CO. ATTY 6-
DATE TO CLERK 6-10-02	REC'D CLERK 6-12
CONTRACT APPROVA	L
	L date
PUBLIC WORKS DIRECTOR	DATE
PUBLIC WORKS DIRECTOR	DATE
PUBLIC WORKS DIRECTOR CONTRACT MANAGER COUNTY COORDINATOR	DATE DATE DATE <u>6-11-02</u> DATE <u>6-12-07</u>
PUBLIC WORKS DIRECTOR	DATE DATE $6 - 11 - 02$ DATE $6 - 12 - 07$ DATE $6 \cdot 12 \cdot 02$
PUBLIC WORKS DIRECTOR CONTRACT MANAGER COUNTY COORDINATOR COUNTY ATTORNEY CLERK	DATE DATE $6 - 11 - 02$ DATE $6 - 12 - 07$ DATE $6 \cdot 12 \cdot 02$
PUBLIC WORKS DIRECTOR CONTRACT MANAGER COUNTY COORDINATOR COUNTY ATTORNEY CLERK APPROVAL BY BOARD OF COUNTY	DATE DATE DATE bare 6 - 12 - 0 DATE $6 - 12 - 0$ DATE $6 \cdot 12 \cdot 0 \ge$ COMMISSIONERS $6 - 24 \cdot 0$
PUBLIC WORKS DIRECTOR CONTRACT MANAGER COUNTY COORDINATOR COUNTY ATTORNEY CLERK APPROVAL BY BOARD OF COUNTY DATE SENT TO COORDINATOR FOR AGENDA PACKET BOARD MEETING APPROVAL DATE COPY DISTRIBUTION:	DATE DATE $6 - 11 - 02$ DATE $6 - 12 - 07$ DATE $6 \cdot 12 \cdot 02$
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CONTRACT SIGN OFF				
PROJECT NAME Delinquent Collection System PROJECT # maintenance & hardware mainteance				
VENDORAffiliated_Computer_Services (ACS)				
ADDRESS <u>1431 Tallevast Road</u> Sarasota, FL <u>34243</u>				
CONTRACT AMOUNT				
FUNDING SOURCE: 70342534-546021				
DATE TO PUBLIC WORKS DIRECTOR N/A REC'D PWD				
DATE TO P.W. CONTRACT MGR <u>N/A</u> REC'D PWCM				
DATE TO COUNTY COORDINATOR $6-10-02$ REC'D CO COORD $6-11-02$				
DATE TO COUNTY ATTORNEY <u>6-10-02</u> REC'D CO. ATTY <u>6-11-02</u>				
DATE TO CLERK 6-10-02 REC'D CLERK 6-12-02				
CONTRACT APPROVAL				
PUBLIC WORKS DIRECTOR DATE				
CONTRACT MANAGER DATE				
COUNTY COORDINATOR DATE				
COUNTY ATTORNEY DATE				
CLERK PHIO DATE 10/2/02				
APPROVAL BY BOARD OF COUNTY COMMISSIONERS				
DATE SENT TO COORDINATOR FOR AGENDA PACKET				
BOARD MEETING APPROVAL DATE				
COPY DISTRIBUTION: TO FINANCE DATE TO VENDOR TO OTHER APPROPRIATE PARTIES				
PAYMENT & PERFORMANCE BONDS OBTAINED				

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DATE TO P.W. CONTRACT MGR N/A REC'D	PWCM			
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DATE TO COUNTY ATTORNEY 6-10-02	REC'D CO. ATTY				
DATE TO CLERK	REC'D CLERK				
CONTRACT APPROVAL					
PUBLIC WORKS DIRECTOR	DATE				
CONTRACT MANAGER	DATE				
COUNTY COORDINATOR	DATE <u>6-11-02</u>				
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