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Association of
Court Clerks
&
Comptroller

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MEMORANDUM

TO: Hon. J. M. "Chip" Oxley
Clerk of Circuit Court

FROM: David Porter
SDU Program Manager

DATE: May 20, 2002

RE: CDU Service Agreement

Enclosed for your records, is a copy of the Service Agreement for ACS-SLS to process Nassau County private cases.

If you have any questions, please feel free to contact me.

Service Agreement

This **Service Agreement** is made and entered into as of the 23rd day of April, 2002, by and between the Clerk of the Court of Nassau County, Florida (hereinafter the "Depository"), the Florida Association of Court Clerks, Inc. the address of which is 3375 Capital Circle NE, Suite I, Tallahassee, Florida 32308 (hereinafter "FACC") and ACS State & Local Solutions Inc. (hereinafter ACS-SLS), formally "Lockheed Martin IMS Corporation" ("LMIMS"), the address of which is 1200 K Street, NW, Washington, D.C. 20005.

Witnesseth:

Whereas, FACC and ACS-SLS have entered into that certain Agreement for the Development, Operation and Maintenance of the Florida Association of Court Clerks, Inc. State Disbursement Unit for the State of Florida", dated March 11, 1999, contract #E04-048-981123-01 (the "SDU Contract"), under which ACS-SLS is developing, implementing and operating the legislatively mandated centralized State Disbursement Unit (the "SDU") for the receipt and disbursement of support payments required to be processed through the SDU; and

Whereas, FACC and ACS-SLS have entered into that certain "Agreement For The Processing Of Private Non-State Disbursement Unit Child Support And Alimony Cases For The Florida Clerks Of Court And The Broward County Support Enforcement Division" (the "Master Contract") for ACS-SLS to provide services for the receipt and disbursement of support payments in cases which are not processed through the SDU for those child support depositories in the State of Florida which elect to use the services of ACS-SLS for such functions, the Master Contract being attached hereto and made a part hereof; and

Whereas, the undersigned, acting as the child support depository for Nassau County, Florida, hereby desires to have ACS-SLS provide the receipt and disbursement functions for non-SDU cases in Nassau County as set forth in the Master Contract.

Now Therefore, for and in consideration of the mutual covenants and agreements herein contained, the Depository, FACC and ACS-SLS hereby agree as follows:

1. Joinder In Master Contract. Depository elects to become a recipient of the ACS-SLS services as set forth in the Master Contract and upon execution and delivery of this Service Agreement to ACS-SLS, the Depository shall become a full party to the Master Contract.
2. Election of Option. Pursuant to the Master Contract, participating child support depositories have the options as to the level of services provided. Depository elects the following option at the following price (mark option elected):

 Option 1: Full Scope of Services with the Depository responsible for the first Non-Sufficient Funds (NSF), all Misdirected Payments, and all Stop Payments. The Depository shall be responsible for payment and collection for the first NSF payment

received in the CDU for an individual case after that case is implemented in the CDU. ACS-SLS shall be responsible for payment and collection for subsequent NSF's received for an individual case. Further, the Depository is responsible for costs incurred in all Misdirected Payments, ACS-SLS is responsible for costs incurred in all Misapplied Payments. ACS-SLS will assess a \$12.00 fee for each Stop Payment on disbursements requested on Private Cases by the Depository. This fee will be separately itemized on the monthly invoice to the Depository for the Processing Fees.

Option 1 Fee: \$ 2.65 per payment received for the period beginning after the Depository transitions private cases to the CDU and ending on August 31, 2003



Option 2: Full Scope of Services with ACS-SLS responsible for checks returned NSF or misdirected payments up to an amount equal to four tenths of one percent (.4%) of the total monthly collection amount for the Depository. ACS-SLS shall be responsible for all deposits returned NSF and for all Misdirected Payments up to a monthly amount equal to four tenths of one percent (.4%) of the total monthly collection amount for the Depository. This percentage amount shall be applied each month to the Depository's total collections for that month. The Depository will be financially responsible for all NSF or Misdirected Payments that exceed this monthly percentage. All NSF checks will be deposited by ACS-SLS a minimum of two (2) times. Further, and not included within the four tenths of one percent (.4%) for NSF's and Misdirected Payments, ACS-SLS shall be responsible for fees and costs incurred as a result of Misapplied Payments and for fees associated with Stop Payments on disbursements requested on Private Cases by the Depository. ACS-SLS will not accept Stop-Payment requests on disbursements from the payee.

Option 2 Fee: \$ 2.75 per payment received for the period beginning after the Depository transitions private cases to the CDU and ending on August 31, 2003

For both Option 1 and Option 2, if the CDU receives and deposits a check from a payor which includes both a Private Case payment and an SDU payment and such check is returned NSF, ACS-SLS will process such NSF payment pursuant to the SDU Contract. If a Depository receives and deposits a check tendered to the Depository from a payor which includes both a Private Case payment and an SDU payment which check is returned NSF, the Depository shall be responsible for the NSF.

Fees for Years 5 through 9 of the CDU will be negotiated if/when FACC chooses to exercise its option(s) to renew the SDU Contract. Processing fees will be invoiced monthly to each Depository which executed a Service Agreement.

As used above, a Misdirected Payment is a payment posted to the correct case/payor and the payee is incorrect on the Depository's system. A Misapplied payment is a payment posted to the wrong case/payor by ACS-SLS.

3. Contract Manager of Depository. The Depository hereby names the following person as its contract manager for the services provided under the Master Contract:

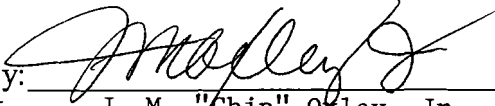
J. M. "Chip" Oxley, Jr.
Clerk of Court Nassau County
P. O. Box 456
Fdna. Bch. Fla. 32035
Telephone Number: 904-321-5800
Facsimile Number: 904-321-5795

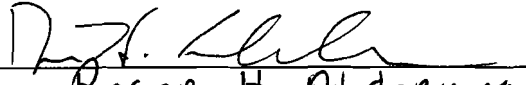
4. Counterparts. This Service Agreement may be simultaneously executed in two or more counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The signatures of parties appearing on one or more counterparts shall bind them as fully as though all such parties had signed the same counterpart.

In Witness Whereof, the Depository, FACC and ACS-SLS have caused this Service Agreement to be executed and attested by its duly authorized officers, all as of the date first above written.

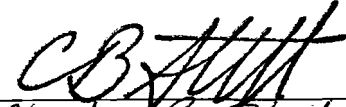
Clerk of the Court of Nassau
County, Florida

Florida Association of Court Clerks, Inc.

By: 
Name: J. M. "Chip" Oxley, Jr.
Title: Clerk of Court Nassau County

By: 
Name: Roger H. Alderman
Title: Executive Director

ACS State & Local Solutions Inc.

By: 
Name: Charles B. Stitt
Title: Sr. VP + MANAGING DIR.