

# **FACC**

## **SERVICES GROUP**

FACC Services Group, L.L.C.

**SUMMARY OF SERVICES AND FEES FOR  
NASSAU COUNTY CLERK OF COURT  
CLERICUS CASE MAINTENANCE SYSTEM  
AND  
DATA VAULTING IMPLEMENTATIONS**

**ONE TIME START UP FEES:**

CLERICUS Software Licensing	\$120,000.00
CLERICUS Implementation Services	\$ 20,500.00
Data Vaulting Hardware (includes 1 <sup>st</sup> year support fees)	\$ 47,739.00
<b>TOTAL ONE TIME START UP FEES:</b>	<b><u>\$188,239.00</u></b>

**FIRST YEAR SUPPORT SERVICES FEES:**

CLERICUS Maintenance	\$ 24,000.00
FACC Vaulting Service	\$ 6,501.00
<b>TOTAL FIRST YEAR SUPPORT SERVICES FEES:</b>	<b><u>\$ 30,501.00</u></b>

**TOTAL ONE TIME START-UP AND FIRST YEAR SUPPORT SERVICES \$218,740.00**

**RECURRING ANNUAL SUPPORT FEES (YEAR TWO FORWARD):**

CLERICUS Maintenance	\$ 24,000.00
Data Vaulting Support	\$ 6,314.00
FACC Vaulting Service	\$ 6,501.00
<b>TOTAL ESTIMATED REOCCURRING ANNUAL SUPPORT FEES:</b>	<b><u>\$ 36,815.00</u></b>

**Note: CLERICUS Maintenance increases 10% in Year 4 and Year 7**

**FACCSG/COUNTY CLERICUS SOFTWARE  
LICENSE AGREEMENT**

This AGREEMENT ("Agreement"), made and entered into this 8th day of July, 2009, by and between FACC Services Group, L.L.C., an entity organized under the laws of the State of Florida, with its offices at 3544 Maclay Boulevard, Tallahassee, Florida 32312 (hereinafter referred to as "FACCSG") and Nassau County, Board of County Commissioners, Nassau County, Florida with its principal offices at 96160 Nassau Place, Yulee, FL, provides as follows.

32097

**RECITALS**

WHEREAS, FACCSG currently offers to the Clerks of the Circuit Courts in Florida certain computer software applications and programs, documentation, and related written materials for such applications and programs to assist the Clerks of the Circuit Courts in conducting their court case maintenance functions; and

WHEREAS, FACCSG currently offers to the Clerks of the Circuit Courts in Florida certain computer software applications and programs, documentation, and related written materials for such applications and programs to support their functions as recording of the Official Records pursuant to s. 28.222, Fla. Stat.; and

WHEREAS, FACCSG has developed and will continue to develop and will maintain the computer programs, documentation, and related written materials to these software applications referred to as the CLERICUS project, defined by the documentation, (hereinafter "CLERICUS"), and Clerk desires to acquire a right to make use of the CLERICUS programs and materials under the terms and conditions set forth herein; and

WHEREAS, FACCSG does and will offer to other Clerks of the Court in Florida a license to use the CLERICUS program in their respective counties.

**AGREEMENT.**

NOW THEREFORE, for and in consideration of the above recitals and the mutual covenant and agreements set forth herein, the parties agree as follows:

**1. Definitions.**

1.1 "Software" means the FACCSG's CLERICUS programs, including object code as well as associated procedural code, files, and database schema required to compile the program.

1.2 "Documentation" means all textual material relating to Software, including flow charts, operating instructions, and related technical information, user manuals and all related documentation.

1.3 "Other User Counties" means all other Clerks of the Court of the various Florida counties which have entered into this licensing agreement for the use of the Software and Documentation.

1.4 "Derivative Works and Enhancements" means a work or enhancement created by FACCSG based on or incorporating the Software, Documentation, or any associated data files, including but not limited to translations, abridgements, condensations, improvements, updates, enhancements, or any other from in which the Software and/or Documentation may be recast, transformed, adapted, or revised.

1.5 "Court Case Maintenance" refers to the statutory duties performed by the Clerk of the Circuit court to support the operation of the court system.

## **2. Scope of Work.**

2.1 The purpose of this Agreement is to provide software applications for the Clerk. The applications are written in a Microsoft.NET environment. The Clerk shall purchase licenses for each functional area of CLERICUS, each licensed separately.

### ***CHECK EACH CLERICUS MODULE AS COVERED IN THIS AGREEMENT***

#### **2.11 ( X ) Court Case Maintenance Module**

- a) Meets all current statutory requirements for Court Case Maintenance and be able to address future statutory requirements for Court Case Maintenance.
- b) Includes all court case types.
- c) Include the following functionalities, each in accordance with standards established by FACCSG :
  - 1. Central cashiering/finance interface
  - 2. Configurable security profiles and functions,
  - 3. Configurable imaging workflow and queues
  - 4. Document generation/notification with electronic signatures
  - 5. Event scheduler and tickler
  - 6. In court and electronic-bench and electronic-clerk modules
  - 7. Standard interfaces for data sharing between law enforcement booking systems, courtroom recording systems, judicial calendaring systems (i.e. Jacs, etc) and the like.
  - 8. parking tickets
  - 9. electronic-marriage licenses
  - 10. Juvenile module
  - 11. Passport module
  - 12. Tax deed module
  - 13. Electronic filing and electronic recording interfaces
  - 14. Pro Se electronic filing modules with interfaces
  - 15. Collection agency module
  - 16. Article V reporting subsystem
  - 17. System audit tracking
  - 18. Configurable reporting subsystem
  - 19. Data vaulting option/integration

20. Other modules as recommended and approved by a majority vote of the CLERICUS Consortium

d) Provides all functionality as defined in attachment one

2.12 ( ) Official Records Indexing Module

a) Meets all current and future statutory requirements of the clerk of the circuit court as custodian and recorder of Official Records.

b) Provides all functionality as defined in attachment one.

2.2 FACCSG shall provide the software, documentation and personnel to plan, implement, and support the tasks required to implement and maintain the Software for Clerk.

2.3 Upon the Clerk's acceptance and installation of the Software, FACCSG hereby grants to the Clerk a non-exclusive, non-transferable, royalty-free, non-revocable license ("License") to use and reproduce the Software for the operation of the Clerk's official duties and functions. The License includes the right for the Clerk to escrow, with any agent of Clerk's choosing, the Software source code and all documentation, conversion tools, etc. for the applications to be utilized in the case of a termination of this agreement.

2.4 The Clerk may make and maintain such copies of the Software as are reasonably appropriate for its use of the Software and for archival and backup purposes provided that all proprietary notices, logos, copyright notices, and similar markings shall be retained on such copies. The Clerk shall have the right to make unlimited copies of all training documents for purposes reasonably incidental to the Clerk's use of the Software.

2.5 Upon final acceptance and installation of the Software, and when updated, FACCSG will provide the Documentation and such other materials pertaining to the Software as the Clerk would reasonably require in order to configure, install and support the Software.

2.6 If Clerk's current system is any other than the FACCSG CCMS System, then (i) it shall be the responsibility of Clerk to convert their data to a format specified by FACCSG; (ii) FACCSG will provide data validation programs that will parse data presented for conversion and identify inconsistencies to be corrected by Clerk; and (iii) if desired, Clerk may enter into a separate contract with the FACCSG for conversion services related to extracting and formatting data to be converted from their existing non CCMS case maintenance system(s).

2.7 Clerk acknowledges that FACCSG has reserved the exclusive right to distribute the Software and Documentation to Other User Counties

2.8 Clerk and Other User Counties shall have the right to contract directly with FACCSG for FACCSG to develop and install, at a price to be determined, for new software modules based on the unique requirements of the particular county ("Derivative Works and Enhancements"). These software modules may include custom development or the purchase of a third party application which is designed to be technically compatible with the core CLERICUS standards. These software modules must be designed as add-on components to the core

CLERICUS system and will be made available to Clerk and all Other User Counties upon successful implementation in the office of the sponsoring Clerk of Court. Updates to the core CLERICUS system must not impact these add-on components or any existing functionality of the Software. FACCSG and Clerk mutually agree to allow the use of the resulting developed computer programs, documentation, and related written materials by other Clerks of Court participating in the CLERICUS program, on the terms and conditions set forth herein. The Clerk will also be entitled to any subsequent Software or Documentation as may be included in any Derivative Works and Enhancements.

2.9 Annual Software Maintenance for the Software beyond initial installed release will be provided in a separate agreement between Clerk and FACCSG.

2.10 Clerk shall not modify the Software in any way during the term of this Agreement without the express prior written consent of FACCSG.

### **3. Compensation/Payment Schedule.**

3.1 Compensation: The Total payment to FACCSG for the installation, License, and Documentation shall not exceed \$140,500.00, payable as set forth below.

3.2 Clerk has the option to set up a specific payment schedule with financing provided by FACCSG in accordance to terms acceptable to FACCSG. This specific payment schedule, if needed, must be executed by Clerk and FACCSG and will be attached to and become part of this Agreement. Unless a separate specific payment schedule is agreed to by the Clerk and FACCSG, the following payment plan shall apply.

3.3 Clerk shall pay FACCSG the amount due as set forth in Section 3.1 above as follows:

<b>Payment Schedule:</b>	<b>Amount</b>
1. Downpayment due at execution of this Agreement	10%
2. Acceptance of system implementation plan on or before _____	50%
2. Completion of initial system installation on or before _____	20%
3. Final system acceptance on or before _____	20%
<b>Total</b>	<b>100%</b>

### **4. Warranties of FACCSG.**

4.1 FACCSG represents and warrants to Clerk that FACCSG is the owner of the Software and Documentation and has the right to grant the use granted herein, and that to the knowledge of the FACCSG the Software and Documentation do not infringe any copyright or other proprietary rights of any third party.

4.2 FACCSG represents and warrants that no claim, whether or not embodied in an action past or present, for infringement of any patent, copyright, trademark, or other intellectual property right, has been made or is pending against FACCSG in connection with the Software or Documentation.

4.3 The media on which the Software is provided shall be free of defects in material and workmanship.

4.4 Provided the Software has not been modified in any way by any person or entity other than by FACCSG or the authorized representative of FACCSG, the Software shall possess all functions and features as described in the specifications developed by the parties.

4.5 Provided the Software has not been modified in any way by any person or entity other than by FACCSG or the authorized representative of FACCSG, the Software shall perform in accordance with the specifications, training materials, Documentation, and the performance standards as developed by the parties.

## 5. Term.

5.1 This Agreement shall be effective on the date shown above and shall remain in force indefinitely unless otherwise mutually terminated. Future application maintenance beyond initial installation and release to and acceptance by Clerk will be covered in a separate contract.

5.2 This Agreement shall remain in effect in accordance with the terms hereof unless a party hereby provides written notice to the other party of the intent to terminate no less than sixty (60) days prior to the termination hereof.

5.3 Either party shall have the right to terminate this Agreement for cause, unless such cause is timely cured as provided below, by providing written notice of termination to the non-compliant party. Such notice shall specify the time, the specific provision of this Agreement or the "for cause" reason that gives rise to the termination. Upon receipt of a notice of termination for cause, except as specifically provided otherwise herein the non-compliant party shall have a period of thirty (30) days to remedy or cure such grounds for termination. Any uncured event of cause shall be an Event of Default.

For purposes of this Agreement, the phrase "for cause" shall mean but not be limited to:

- (a) Modifications or enhancements other than as agreed to by the parties.
- (b) Any material breach or evasion by one party of the terms or conditions of this Agreement and its amendments, if any, including a material breach of warranties provided in Section 4.
- (c) Fraud, misappropriation, embezzlement, malfeasance, significant misfeasance or illegal conduct by one party, its officers or directors.
- (d) A breach of the Confidentiality provisions as contained herein.

5.4 In the event of termination by either party, with respect to any monies paid by the Clerk under this Agreement, FACCSG shall refund to Clerk the amount paid by Clerk to FACCSG less an amount pro-rated to the percentage of the work completed for the installation of the Software.

5.5 In the event of termination hereof (unless such termination is due to the breach hereof by Clerk), in addition to all other rights granted hereby Clerk shall be entitled to, without additional compensation to the FACCSG, the perpetual, non-exclusive non-transferable right to the License with the right to modify the Software source code as it exists at the time of termination hereof; provided, however, FACCSG shall have no obligation to continue to update or maintain the Software following termination, unless otherwise contracted to do so.

## **6. Confidentiality**

In connection with the services performed hereunder by FACCSG, certain confidential and proprietary information regarding FACCSG and/or its affiliates and the Software and Documentation may be disclosed to Clerk. The parties desire to establish the terms under which Clerk may disclose certain confidential and proprietary information. Therefore, the parties agree as follows:

### **6.1. Confidential Information. Confidential Information shall mean:**

- (a) any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, products planning information, marketing strategies, plans, finance, financial information, operations, customer relationships, customer profiles, sales estimates, business plans, and internal performance results relating to the past, present or future business activities of either party, its subsidiaries and affiliated companies and the customers, clients and suppliers of any of the foregoing;
- (b) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords a party a competitive advantage over its competitors; and
- (c) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, information, know-how, show-how and trade secrets, whether or not patentable or copyrightable;
- (d) to the extent not specifically defined above, any information or data as defined in Section 812.081, Florida Statutes, in accordance with Section 119.071(1)(f), Florida Statutes.

If the Confidential Information is provided in a tangible form, FACCSG shall clearly mark it "Proprietary" or "Confidential." If the Confidential Information is provided orally, FACCSG shall clearly identify it as being proprietary or confidential. In the event FACCSG inadvertently fails to clearly identify any tangible or oral information it provides to Clerk, as confidential or proprietary, in the manner or fashion as set forth herein, such information shall still be treated by the recipient party as confidential or proprietary information, if such information would otherwise be reasonably construed as Confidential Information hereunder.

6.2. Confidentiality Obligations. Except as expressly authorized by the prior written consent of FACCSG, Clerk shall:

- (a) limit access to any Confidential Information received by it to its authorized employees or representatives ("Representatives") who have a need-to-know in connection with the services provided hereunder and only for use in connection therewith; and
- (b) advise its Representatives having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in this Confidentiality Agreement; and
- (c) take appropriate action by instruction or agreement with its Representatives having access to the Confidential Information to fulfill its obligations under this Confidentiality Agreement; and
- (d) safeguard all Confidential Information received by it using a reasonable degree of care, but not less than that degree of care it uses in safeguarding its own similar information or material; and
- (e) use all Confidential Information received by it solely for purposes of the services provided hereunder and for no other purpose whatsoever; and
- (f) except as may otherwise be provided above, not disclose any Confidential Information received by it to third parties.

6.3. Exceptions to Confidentiality. The obligations of confidentiality and restriction on use in Section 6.2 shall not apply to any Confidential Information that Clerk proves:

- (a) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of Clerk; or
- (b) was lawfully received by Clerk from a third party free of any obligation of confidence to such third party; or
- (c) is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining such information in confidence have been exhausted including, but not limited to, giving FACCSG as much advance notice of the possibility of such disclosure as practical so that FACCSG may attempt to stop such disclosure or obtain a protective order concerning such disclosure.

6.4. Rights in Confidential Information. Except as specifically provided for herein, this Agreement does not confer any right, license, interest or title in, to or under the Confidential Information to the non-disclosing party.

6.5. Term. This confidentiality provision shall remain in effect for a period of three (3) years after termination of this Agreement unless sooner terminated in writing by FACCSG.

Both parties agree that all their obligations undertaken herein with respect to the Confidential Information received pursuant to this Agreement shall survive and continue after any expiration or termination of this Agreement.

6.6 Equitable Relief. The parties agree that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Agreement. Accordingly, in addition to all other remedies that each party may have, each party, as applicable, shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of the confidentiality and other obligations of this Agreement. Each party agrees to waive any requirement for a bond in connection with any such injunctive or other equitable relief.

## **7. Indemnification**

7.1 FACCSG shall indemnify, defend and hold harmless the Clerk, its employees, agents, and affiliates from and against any and all claims, actions, liabilities, losses, damages, court costs, expenses and attorneys' fees arising out of or in connection with:

- (a.) The performance of installation, support and installation/maintenance obligations for an Other User County; or
- (b.) Derivative Works, Enhancements or Maintenance Modifications.

7.2 Survival. The FACCSG's obligation to indemnify the Clerk hereunder shall survive the termination of this Agreement unless this Agreement is terminated for cause by FACCSG.

## **8. Miscellaneous.**

8.1 Entire Agreement. The provisions herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless set forth in a writing executed by both parties.

8.2 No Assignment. Neither party shall sell, transfer, and assign this Agreement or any right or obligation hereunder without the prior written consent of the other party.

8.3 Force Majeure. With the exception of the Clerk's failure to timely make payments to the FACCSG, neither party shall be in breach hereof for failure to fulfill its obligations hereunder if such failure is due to a natural calamity, act of government, or similar cause beyond the control of such party.

8.4 Governing Law. The substantive laws of the State of Florida shall govern the validity, construction, and performance of this Agreement.

8.5 Compliance With Laws and Regulations. FACCSG and Clerk shall comply with all applicable laws, rules, and regulations of competent public authorities relating to the

performance of this Agreement and shall procure all licenses and pay all fees and other charges required thereby.

8.6 Independent Contractors. The parties are not agents of each other as a result of or in any transaction under or relating to this Agreement, and shall not enter into nor incur any obligations on behalf of one another. The relationship of the parties hereto shall in all respects be that of independent contractors.

8.7 Notices. All notices and other communications required or permitted hereunder shall be in writing and delivered in person, by courier, facsimile, email or U.S. Mail to the parties at the addresses set forth above. Notice shall be effective when received.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed below by their duly authorized representatives:

FACC Services Group, LLC.

By: Ray Norman

Ray Norman

President

Date: 10-22-09

Board of County Commissioners, Nassau  
County, Florida

By: Barry V. Holloway

Print Name: Barry V. Holloway

Title: Chairman

Date: ~~XX-XX-XX~~ 9-28-09

Attestation: Only To Authenticity as to  
Chairman's Signature:

John A. Crawford

Approved as to form by the  
Nassau County Attorney:

David A. Hallman

**FACCSG/COUNTY CLERICUS SOFTWARE  
MAINTENANCE AGREEMENT**

This AGREEMENT ("Agreement"), made and entered into this 8th day of July, 2009, by and between FACC Services Group, L.L.C., an entity organized under the laws of the State of Florida, with its offices at 3544 Maclay Boulevard, Tallahassee, Florida 32312 (hereinafter referred to as "FACCSG") and Nassau County, Board of County Commissioners, Nassau County, Florida with its principal offices at 96160 Nassau Place, Yulee, FL, provides as follows.

32097

**RECITALS**

WHEREAS, FACCSG currently offers to the Clerks of the Circuit Courts in Florida certain computer software applications and programs, documentation, and related written materials for such applications and programs to assist the Clerks of the Circuit Courts in conducting their court case maintenance functions; and

WHEREAS, FACCSG currently offers to the Clerks of the Circuit Courts in Florida certain computer software applications and programs, documentation, and related written materials for such applications and programs to support their functions as recording of the Official Records pursuant to s. 28.222, Fla. Stat.; and

WHEREAS, FACCSG has developed and will continue to develop and will maintain the computer programs, documentation, and related written materials to these software applications referred to as the CLERICUS project, defined by the documentation, (hereinafter "CLERICUS"), and Clerk desires to acquire a right to make use of the CLERICUS programs and materials under the terms and conditions set forth herein; and

WHEREAS, FACCSG does and will offer to other Clerks of the Court in Florida software maintenance to support use the CLERICUS program in their respective counties.

**AGREEMENT.**

NOW THEREFORE, for and in consideration of the above recitals and the mutual covenant and agreements set forth herein, the parties agree as follows:

**1. Definitions.**

1.1 "Software" means the FACCSG's CLERICUS programs, including object code as well as associated procedural code, files, and database schema required to compile the program.

1.2 "Documentation" means all textual material relating to Software, including flow charts, operating instructions, and related technical information, user manuals and all related documentation.

1.3 "Other User Counties" means all other Clerks of the Court of the various Florida counties which have entered into this licensing agreement for the use of the Software and Documentation.

1.4 "Derivative Works and Enhancements" means a work or enhancement created by FACCSG based on or incorporating the Software, Documentation, or any associated data files, including but not limited to translations, abridgements, condensations, improvements, updates, enhancements, or any other from in which the Software and/or Documentation may be recast, transformed, adapted, or revised.

1.5 "Court Case Maintenance" refers to the statutory duties performed by the Clerk of the Circuit court to support the operation of the court system.

## 2. Scope of Work.

2.1 The purpose of this Agreement is to provide software maintenance for CLERICUS applications used by the Clerk. The Clerk shall enter into this software maintenance agreement for each functional module of CLERICUS, each licensed and maintained separately.

### ***CHECK EACH CLERICUS MODULE AS COVERED IN THIS AGREEMENT***

#### 2.11 ( ☒ ) Court Case Maintenance Module

- a) Meets all current statutory requirements for Court Case Maintenance and be able to address future statutory requirements for Court Case Maintenance.
- b) Includes all court case types.
- c) Include the following functionalities, each in accordance with standards established by FACCSG :
  - 1. Central cashiering/finance interface
  - 2. Configurable security profiles and functions,
  - 3. Configurable imaging workflow and queues
  - 4. Document generation/notification with electronic signatures
  - 5. Event scheduler and tickler
  - 6. In court and electronic-bench and electronic-clerk modules
  - 7. Standard interfaces for data sharing between law enforcement booking systems, courtroom recording systems, judicial calendaring systems (i.e. Jacs, etc) and the like.
  - 8. parking tickets
  - 9. electronic-marriage licenses
  - 10. Juvenile module
  - 11. Passport module
  - 12. Tax deed module
  - 13. Electronic filing and electronic recording interfaces
  - 14. Pro Se electronic filing modules with interfaces
  - 15. Collection agency module
  - 16. Article V reporting subsystem
  - 17. System audit tracking
  - 18. Configurable reporting subsystem

19. Data vaulting option/integration
  20. Other modules as recommended and approved by a majority vote of the CLERICUS Consortium
- d) Provides all functionality as defined in Attachment A.

2.12 ( ) Official Records Indexing Module

a) Meets all current and future statutory requirements of the clerk of the circuit court as custodian and recorder of Official Records.

b) Provides all functionality as defined in Attachment B.

2.2 The FACCSG shall provide maintenance and support of the Software (or a sub-contractor determined by the Services Group). Participant acknowledges it is in their best interest for there to be a single entity providing maintenance and support to the Software, as the Software delivered to Participant is part of a multi-county system in which uniformity of all participating offices of the Clerks of Court is desirable. Participant shall compensate FACCSG for said maintenance in accordance with annual rates per Section 3. Rates may optionally be adjusted annually for Cost of Living (COL) by the FACCSG Board.

2.3 Items covered under this software maintenance agreement include:

- a) Statutory and Legislative software changes.
- b) New releases including defect fixes, modifications and enhancements as determined by the CLERICUS committee and configuration control board.
- c) Full support for statewide mandated reporting and interfaces.
- d) Phone support during normal business hours and on-call support for after hours issues.
- e) Monthly and Bi-Monthly service desk bulletins.
- f) Training materials.
- g) Application release updates.
- h) Application manuals.
- i) Educational brochures.
- j) Advisories and bulletins.

2.4 The Clerk may make and maintain such copies of the Software as are reasonably appropriate for its use of the Software and for archival and backup purposes provided that all proprietary notices, logos, copyright notices, and similar markings shall be retained on such copies. The Clerk shall have the right to make unlimited copies of all training documents for purposes reasonably incidental to the Clerk's use of the Software.

2.5 Clerk acknowledges that FACCSG has reserved the exclusive right to distribute the Software and Documentation to Other User Counties

2.6 Clerk shall not modify the Software in any way during the term of this Agreement without the express prior written consent of FACCSG.

**3. Compensation/Payment Schedule.**

3.1 Compensation: The Total payment to FACCSG for the software maintenance described herein shall be \$ 24,000.00 payable annually. Maintenance includes \$24,000.00 for Court Case Maintenance Module and \$ N/A for Official Records Module.

3.2 Clerk has the option to set up a specific payment schedule with financing provided by FACCSG in accordance to terms acceptable to FACCSG. This specific payment schedule, if needed, must be executed by Clerk and FACCSG and will be attached to and become part of this Agreement. Unless a separate specific payment schedule is agreed to by the Clerk and FACCSG, payment shall be due annually on October 1st.

**4. Warranties of FACCSG.**

4.1 FACCSG represents and warrants to Clerk that FACCSG is the owner of the Software and Documentation and has the right to grant the use granted herein, and that to the knowledge of the FACCSG the Software and Documentation do not infringe any copyright or other proprietary rights of any third party.

4.2 FACCSG represents and warrants that no claim, whether or not embodied in an action past or present, for infringement of any patent, copyright, trademark, or other intellectual property right, has been made or is pending against FACCSG in connection with the Software or Documentation.

4.3 The media on which the Software is provided shall be free of defects in material and workmanship.

4.4 Provided the Software has not been modified in any way by any person or entity other than by FACCSG or the authorized representative of FACCSG, the Software shall possess all functions and features as described in the specifications developed by the parties.

4.5 Provided the Software has not been modified in any way by any person or entity other than by FACCSG or the authorized representative of FACCSG, the Software shall perform in accordance with the specifications, training materials, Documentation, and the performance standards as developed by the parties.

**5. Term.**

5.1 This Agreement shall be effective on the date shown above and shall remain in force indefinitely unless otherwise mutually terminated.

5.2 This Agreement shall remain in effect in accordance with the terms hereof unless a party hereby provides written notice to the other party of the intent to terminate no less than sixty (60) days prior to the termination hereof.

5.3 Either party shall have the right to terminate this Agreement for cause, unless such cause is timely cured as provided below, by providing written notice of termination to the non-compliant party. Such notice shall specify the time, the specific provision of this Agreement or the "for cause" reason that gives rise to the termination. Upon receipt of a notice of termination for cause, except as specifically provided otherwise herein the non-compliant party shall have a period of thirty (30) days to remedy or cure such grounds for termination. Any uncured event of cause shall be an Event of Default.

For purposes of this Agreement, the phrase "for cause" shall mean but not be limited to:

- (a) Modifications or enhancements other than as agreed to by the parties.
- (b) Any material breach or evasion by one party of the terms or conditions of this Agreement and its amendments, if any, including a material breach of warranties provided in Section 4.
- (c) Fraud, misappropriation, embezzlement, malfeasance, significant misfeasance or illegal conduct by one party, its officers or directors.
- (d) A breach of the Confidentiality provisions as contained herein.

## **6. Confidentiality**

In connection with the services performed hereunder by FACCSG, certain confidential and proprietary information regarding FACCSG and/or its affiliates and the Software and Documentation may be disclosed to Clerk. The parties desire to establish the terms under which Clerk may disclose certain confidential and proprietary information. Therefore, the parties agree as follows:

### **6.1. Confidential Information. Confidential Information shall mean:**

- (a) any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, products planning information, marketing strategies, plans, finance, financial information, operations, customer relationships, customer profiles, sales estimates, business plans, and internal performance results relating to the past, present or future business activities of either party, its subsidiaries and affiliated companies and the customers, clients and suppliers of any of the foregoing;
- (b) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords a party a competitive advantage over its competitors; and
- (c) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, information, know-how, show-how and trade secrets, whether or not patentable or copyrightable;

(d) to the extent not specifically defined above, any information or data as defined in Section 812.081, Florida Statutes, in accordance with Section 119.071(1)(f), Florida Statutes.

If the Confidential Information is provided in a tangible form, FACCSG shall clearly mark it "Proprietary" or "Confidential." If the Confidential Information is provided orally, FACCSG shall clearly identify it as being proprietary or confidential. In the event FACCSG inadvertently fails to clearly identify any tangible or oral information it provides to Clerk, as confidential or proprietary, in the manner or fashion as set forth herein, such information shall still be treated by the recipient party as confidential or proprietary information, if such information would otherwise be reasonably construed as Confidential Information hereunder.

6.2. Confidentiality Obligations. Except as expressly authorized by the prior written consent of FACCSG, Clerk shall:

- (a) limit access to any Confidential Information received by it to its authorized employees or representatives ("Representatives") who have a need-to-know in connection with the services provided hereunder and only for use in connection therewith; and
- (b) advise its Representatives having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in this Confidentiality Agreement; and
- (c) take appropriate action by instruction or agreement with its Representatives having access to the Confidential Information to fulfill its obligations under this Confidentiality Agreement; and
- (d) safeguard all Confidential Information received by it using a reasonable degree of care, but not less than that degree of care it uses in safeguarding its own similar information or material; and
- (e) use all Confidential Information received by it solely for purposes of the services provided hereunder and for no other purpose whatsoever; and
- (f) except as may otherwise be provided above, not disclose any Confidential Information received by it to third parties.

6.3. Exceptions to Confidentiality. The obligations of confidentiality and restriction on use in Section 6.2 shall not apply to any Confidential Information that Clerk proves:

- (a) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of Clerk; or
- (b) was lawfully received by Clerk from a third party free of any obligation of confidence to such third party; or

(c) is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining such information in confidence have been exhausted including, but not limited to, giving FACCSG as much advance notice of the possibility of such disclosure as practical so that FACCSG may attempt to stop such disclosure or obtain a protective order concerning such disclosure.

6.4. Rights in Confidential Information. Except as specifically provided for herein, this Agreement does not confer any right, license, interest or title in, to or under the Confidential Information to the non-disclosing party.

6.5. Term. This confidentiality provision shall remain in effect for a period of three (3) years after termination of this Agreement unless sooner terminated in writing by FACCSG. Both parties agree that all their obligations undertaken herein with respect to the Confidential Information received pursuant to this Agreement shall survive and continue after any expiration or termination of this Agreement.

6.6 Equitable Relief. The parties agree that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Agreement. Accordingly, in addition to all other remedies that each party may have, each party, as applicable, shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of the confidentiality and other obligations of this Agreement. Each party agrees to waive any requirement for a bond in connection with any such injunctive or other equitable relief.

## **7. Indemnification**

7.1 FACCSG shall indemnify, defend and hold harmless the Clerk, its employees, agents, and affiliates from and against any and all claims, actions, liabilities, losses, damages, court costs, expenses and attorneys' fees arising out of or in connection with:

- (a.) The performance of installation, support and installation/maintenance obligations for an Other User County; or
- (b.) Derivative Works, Enhancements or Maintenance Modifications.

7.2 Survival. The FACCSG's obligation to indemnify the Clerk hereunder shall survive the termination of this Agreement unless this Agreement is terminated for cause by FACCSG.

## **8. Miscellaneous.**

8.1 Entire Agreement. The provisions herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless set forth in a writing executed by both parties.

8.2 No Assignment. Neither party shall sell, transfer, and assign this Agreement or any right or obligation hereunder without the prior written consent of the other party.

8.3 Force Majeure. With the exception of the Clerk's failure to timely make payments to the FACCSG, neither party shall be in breach hereof for failure to fulfill its obligations hereunder if such failure is due to a natural calamity, act of government, or similar cause beyond the control of such party.

8.4 Governing Law. The substantive laws of the State of Florida shall govern the validity, construction, and performance of this Agreement.

8.5 Compliance With Laws and Regulations. FACCSG and Clerk shall comply with all applicable laws, rules, and regulations of competent public authorities relating to the performance of this Agreement and shall procure all licenses and pay all fees and other charges required thereby.

8.6 Independent Contractors. The parties are not agents of each other as a result of or in any transaction under or relating to this Agreement, and shall not enter into nor incur any obligations on behalf of one another. The relationship of the parties hereto shall in all respects be that of independent contractors.

8.7 Notices. All notices and other communications required or permitted hereunder shall be in writing and delivered in person, by courier, facsimile, email or U.S. Mail to the parties at the addresses set forth above. Notice shall be effective when received.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed below by their duly authorized representatives:

FACC Services Group, LLC.

By: Kenneth A. Kent

Kenneth Kent

Executive Director

Date: 10-21-2009

Board of County Commissioners, Nassau County, Florida

By: Barry V. Holloway

Print Name: Barry V. Holloway

Title: Chairman

Date: 9-28-09

Attestation: Only To Authenticity As To  
Chairman's Signature:

John A. Crawford  
John A. Crawford  
Ex-Officio Clerk  
2010/9/28/09

Approved as to form by the  
Nassau County Attorney:

David A. Hallman  
David A. Hallman

### ATTACHMENT 3

#### FACCSG Statewide Data Vaulting System Participation and Funding Agreement

This Agreement is made on this, the 8th day of July, 2009, between the FACC Services Group, L.L.C., an entity organized under the laws of the State of Florida, with its offices at 3544 Maclay Boulevard, Tallahassee, Florida 32312 (hereinafter referred to as "FACCSG") and the Board of County Commissioners, Nassau County, Florida (hereinafter "Participant").

WHEREAS, the FACC Technology Committee on September 19, 2008, authorized and directed the FACC to develop and implement a Statewide Data Vaulting System based on the following objectives:

- a. To develop a solution that shall not be intrusive with the operations of any information systems operated by individual clerks in their respective offices.
- b. To provide a solution that potentially removes reliance on tape backups.
- c. To provide a solution that provides for point in time backup of data throughout the processing day.
- d. To provide a solution that is compatible with any type of database or storage backup system.
- e. To provide a solution that supports a Comprehensive Disaster Recovery plan as mandated by the Florida Supreme Court by the existence of a Central Data Vault.

WHEREAS, the Clerks of Court have recognized the importance of a Statewide Data Vaulting System as a necessary component for the statewide access and sharing of court case information maintained by the Clerks of Court and the need for system participation by Clerks.

WHEREAS, the FACC has developed and implemented a system and has further expanded and refined system functions and implementation to provide system technical and operational proof of concept and has implemented said system in several counties.

WHEREAS, the objective of this Agreement is to implement a Statewide Data Vaulting System and to provide a methodology to accommodate the implementation, ongoing operation and maintenance through system participation of each Clerk of Court.

NOW, THEREFORE, the parties hereto do hereby agree to the following terms and conditions for the development, implementation, operation, maintenance, administration, and funding of the Statewide Data Vaulting System:

## **ATTACHMENT 3**

### **SECTION A – GENERAL PROVISIONS**

#### **1. Term of Agreement**

This Agreement shall commence on the date above published and shall continue in effect until terminated in accordance with its terms. This Agreement may be amended only by the written agreement of the Parties.

#### **2. Limitations of Liability**

- a. With respect to any data as it resides in the Participant's databases and systems and until it is provided to the Central Data Vault by the Participant, the parties agree that Participant, and not FACCSG, is responsible for any inaccuracies in the same and any resulting consequences there from to any person or entity, except as otherwise limited by this Agreement.
- b. With respect to data after it is provided to the Central Data Vault by the participant, the parties agree that FACCSG is responsible for any inaccuracies in the same that occur as a result of Central Data Vault processing of data files or packets upon delivery by Participant, storage and processing, manipulation, or transmission of said data and any resulting consequences there from to any person or entity, except as otherwise limited by this Agreement.
- c. FACC and/or Participant is not responsible for events beyond its reasonable control or for inaccuracies of data once such data is retrieved by system user from the Central Data Vault.
- d. This Limitations of Liability section shall survive termination of this Agreement. Notwithstanding the foregoing, FACCSG and Participant agree that by entering into this Agreement Participant does not waive any rights of sovereign immunity granted to Participant under the Constitution or the laws of the State of Florida.

#### **3. Funding and Financial Administration**

- a. To participate in the Statewide Central Data Vault, the Participant shall be charged a monthly fee based on volume of data stored in the Central Data Vault. Distribution by Participant to FACCSG shall be made by the twentieth (20<sup>th</sup>) of each month for the prior ending month and shall be distributed in an electronic manner established by FACCSG and approved by the FACC Technology Committee.
- b. Funds received by FACCSG pursuant to this agreement shall be tracked in a separate accounting cost center and shall be used only for the development, implementation, operation, and maintenance of the Statewide Data Vaulting System in accordance with an annual budget and work plan approved by the FACCSG.
- c. FACCSG shall have an independent audit conducted annually pursuant to the Association's Audit Plan as approved by the FACC Executive Committee, of project related revenues and expenditures with a copy of said audit, forwarded to each Participant and presented to the FACCSG.

#### **4. Program Administration**

- a. The Statewide Date Vaulting System program developmental and operational policy and oversight shall be through the Technology Committee established and appointed pursuant to the by-laws of

## ATTACHMENT 3

the Florida Association of Court Clerks, Inc. The Committee will be responsible for establishment of operational policies and provide program oversight.

### 5. System Functions

The Statewide Data Vaulting System, as developed and implemented pursuant to this Agreement, shall be designed to provide the following functions:

- a. Each Clerk participant will be required to purchase data vaulting hardware and software licensed by a company named Data Domain. *This agreement does not cover the purchase, implementation or ongoing support of the local hardware/software component.*
- b. Each local Clerk vault would be networked with the Central Data Vault located in Tallahassee, Florida at the Northwest Regional Data Center (NWRDC).
- c. The FACCSG would maintain the Central Vault and support any Disaster Recovery related functions as needed by each participant.

### 6. System Security

- a. System security and user access shall be governed by a security plan and policy statement developed by FACCSG in coordination and approved by the FACC Technology Committee. Said plan and policy shall be governed by applicable Florida Law and Court Rules. Said plan and policy statement, which shall be referred to as the "FACCSG Security Policy", shall be distributed to Participant and applicable system user agencies and organizations.
- b. FACCSG shall have an independent security audit conducted annually or as may be required of the Central Data Vault and related systems and network. Said audit shall be filed with the FACC Technology Committee along with appropriate audit responses, with copy of said audit being available to Participant upon request.

### 7. Custodian of Records

- a. This agreement shall not abridge in anyway the Participant's authority as custodian, pursuant to the Florida Statutes, of any records as applicable to Central Data Vault.
- b. It is the prerogative of the Participant to control all data within the requirements of the Data Vaulting System.

## SECTION B - RESPONSIBILITIES

### 1. FACCSG Responsibilities

- a. FACCSG shall be responsible for the design, development, and implementation of Central Data Vault in accordance with the requirements and standards adopted by the FACC Technology Committee.
- b. FACCSG shall be responsible for the initial load, regular update, and maintenance of the Central Data Vault for each Participant. Participant agrees to cooperate in such loading, updating and maintenance.

### ATTACHMENT 3

- c. FACCSG shall be responsible for coordinating and supporting any data recovery tasks from the Central Data Vault as required by each Participant.
- d. FACCSG shall be responsible for insuring that the Central Data Vault shall be developed and operated in accordance with Federal and state laws, applicable state rules and regulations, and Rules of Court.
- e. FACCSG shall be responsible for the operation and support of Central Data Vault on a 24/7 schedule based on the standards and requirements established by the FACC Technology Committee.

#### 2. Participant Responsibilities

- a. Participant shall be responsible for purchasing and implementing a local vaulting solution compatible with the Central Data Vault. The FACCSG may be utilized to assist in this process on a time and materials basis using existing Technical Assistance Program (TAP) labor rates.
- b. Participant shall be responsible for providing secured networking capability between the local vault and the Central Data Vault. Participant is responsible for any costs associated with installation, upgrading, or modifying existing network infrastructure to provide adequate bandwidth to accommodate data flow between the local appliance and the Central Vault.
- c. Participant shall be responsible for integrity of data within the control of Participant as created and provided for transmission by Participant to the Central Vault.
- d. Participant shall make every effort to work with FACCSG technical staff in coordinating technical requirements of this agreement.
- e. Participant shall appoint a local Data Vaulting Administrator, who shall be responsible for the security of all administrative and user passwords issued to users within the Participant's jurisdiction.

#### SECTION C - NOTICES

All notices shall be in writing and shall be considered effective three (3) days after mailing or upon proof of receipt of such notice and shall be directed to the parties to this Agreement as shown below:

##### **SERVICES GROUP**

Honorable Ray Norman  
President  
FACC Services Group, L.L.C.  
3544 Maclay Boulevard  
Tallahassee, Florida 32312  
(850) 921-0808

##### **PARTICIPANT**

Honorable John A. Crawford  
Clerk of Circuit Court  
Nassau County  
76347 Veterans Way, Suite 456  
Yulee, Florida 32097  
(904) 548-4600

#### SECTION D - RESOLUTION OF DISPUTES

Any questions and issues related to the application or interpretation of this Agreement, which cannot be settled or determined by mutual agreement of the parties, shall be submitted by any of the parties to the

### **ATTACHMENT 3**

FACC Technology Committee for the purpose of mediating outstanding issues. Provisions of this section do not abridge the right of either party to seek judicial resolution of any controversy or claim arising out of or relating to this Agreement, or breach thereof, that can not be otherwise resolved.

#### **SECTION E - TERMINATION PROVISIONS**

- a. At the option of either party, this Agreement may be terminated upon the other party's material breach of any term, provision or condition of this Agreement, which breach is not cured following thirty (30) days written notice to party specifying the breach or if party has not, in good faith, instituted a cure within said thirty (30) day period of receipt of such written notice and continued diligently to effectuate a cure provided such cure can be reasonably accomplished within sixty (60) days of receipt of such notice.
- b. Notwithstanding the option provided in subsection "a" above and whether or not such option was exercised, upon thirty (30) days advance written notice to the other party either the Participant or the FACCSG may terminate this agreement without cause.
- c. Any notice in connection with termination by either party shall be in accordance with Section C of this Agreement titled "Notices".
- d. Specific provisions of Section A, 3 – Funding and Financial Administration are established by appropriate state statute and not subject to the termination provisions as herein provided.

#### **SECTION F - ASSIGNMENT**

No party hereto may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any such assignment of this Agreement without the permission of the other party shall be null and void.

#### **SECTION G- AGREEMENT CONSTRUCTION**

This Agreement shall be construed in accordance with the laws of the State of Florida, without reference to its choice of law provisions. In the event of any inconsistency between the terms of this Agreement and the terms set out in any Attachment hereto, the terms of this Agreement shall govern unless the Attachment specifically references the particular provision of this Agreement to be modified in the Attachment and expressly provides that it shall govern.

#### **SECTION H - ILLEGAL PROVISIONS**

If any provision of this Agreement shall be declared to be illegal, void, or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

#### **SECTION I - ENTIRE AGREEMENT/GENERAL**

No amendment, waiver, or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Any oral agreement or representation shall not bind any party to this Agreement.

### ATTACHMENT 3

## ATTACHMENT A

### FACCSG Statewide Data Vaulting System Participant Central Vaulting Cost

Pursuant to Section A, 3, a of Agreement, Participant shall reimburse FACCSG for requirements of Agreement as follows:

Vaulting services shall be billed at a rate of nominally \$2,600/year per Terabyte of raw data stored in the FACCSG Central Data Vault. Participant will be billed at the first of the month for the previous month's Vaulting Services based on the volume of raw data stored in the Vault on the last day of the previous month. Billing will be based on a rate of 21.67 cents per gigabyte per month.

**Example:**

For 1 Terabyte (1,000 Gigabytes) of Vault storage the billing would be computed as follows:

Data Volume: 1000 x .2167 = \$216.70 (Annualized: 216.70 x 12 = \$2600.40)

#### Participant Vaulting Cost Budgetary Worksheet:

Total anticipated Data Volume (in Gigabytes): 2500

Monthly Vaulting fee per gigabyte x .2167

Anticipated monthly Vaulting Fee: 541.75

x 12

Annual anticipated Vaulting Costs: \$6,501.00


### ATTACHMENT 3

#### SECTION J - CONTRACT VENUE

The formation, interpretation, and performance of this Contract shall be governed by the laws of the State of Florida; exclusive venue for all litigation relative to the formation, interpretation, and performance of this Contract shall be Leon County, Florida, unless at the option of the Participant, the Participant elects to have venue rest in the Participant's county.


***IN WITNESS TO THEIR AGREEMENT TO ALL OF THE ABOVE AND FOREGOING***, the parties hereto have herein below executed this Agreement effective the day and year first above written:

FACC Services Group, L.L.C.

By: 

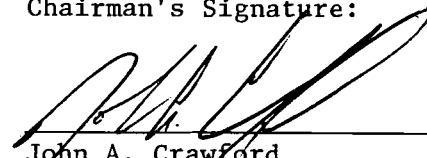
Ray Norman  
President

Board of County Commissioners

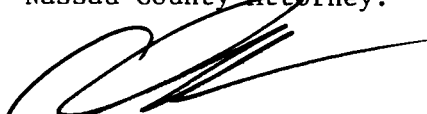
By: 

Chairman  
Board of County Commissioners  
Nassau County, Florida

Attestation: Only To Authenticity As To  
Chairman's Signature:

  
John A. Crawford  
Ex-Officio Clerk *2311 9/28/09*

Approved as to form by the  
Nassau County Attorney:

  
David A. Hallman

\$21.64; SAISSA, Advertisement Check #135 in the amount of \$57.08; and Olsen Associates, Inc., Engineering/Permitting in the amount of \$38,170.34.

Maker: Commissioner Boyle  
Second: Commissioner Boatright  
Action: Aye: Commissioners Leeper, Boyle, Johnson, Holloway, and Boatright.  
Follow Up: Finance, OMB

Motion: Adjourn as the SAISS MSBU Governing Board and reconvene as the Board of County Commissioners.  
Maker: Commissioner Boyle  
Second: Commissioner Leeper  
Action: Aye: Commissioners Leeper, Boyle, Johnson, Holloway, and Boatright.

RS090708 - 10:53:28 Recess.

**OLD BUSINESS:**

RS090708 - 10:32:17 (Tab O) Consider approval for the Chairman to sign contract with Bound Tree Medical, LLC (Contract No. CM1111-A2) and Quadmed, Inc. (Contract No. CM1092-A3) for pharmaceutical supplies for Fire Rescue. Funding source: 01261526-552221.

**Discussion:** The group discussed the inconsistency with the agreements as it related to escalation rate.

Motion: Approved Tab O as stated above.  
Maker: Commissioner Leeper  
Second: Commissioner Boyle  
Action: Aye: Commissioners Leeper, Boyle, Johnson, Holloway, and Boatright.  
Follow Up: Finance, OMB, Fire/Rescue, County Coordinator

**NEW BUSINESS:**

RS090708 - 11:00:43 (Tab P) Clerk's Business: Award bid to Florida Association of Court Clerks for the Integrated Judicial Case Management System (Clericus) in the amount of \$184,500.00 and authorize the Chairman to sign the contract. Funding source: 49172713-552646.

**Discussion:** The group discussed the available funding as well as the bid process.

**Motion:** Approved Tab P as stated above, change the amount from \$184,500.00 to up to \$200,000.00 and include language waiving any irregularity and inconsistency with the County Purchasing Policy.

**Maker:** Commissioner Boatright

**Second:** Commissioner Leeper

**Action:** Aye: Commissioners Leeper, Boyle, Johnson, Holloway, and Boatright.

**Follow Up:** Finance, OMB, Clerk IT

**RS090708 - 11:07:31 (Tab Q) Clerk's Business:** Award bid to Cook Electrical in the amount of \$10,250.00 for the I.T. Uninterrupted Power Supply (UPS) upgrade and authorize the Chairman to sign the contract. Funding source: 01189712-562000.

**Motion:** Approved Tab Q as stated above, change the amount from \$10,250.00 to \$72,000.00 and include language waiving any irregularity and inconsistency with the County Purchasing Policy.

**Maker:** Commissioner Boyle

**Second:** Commissioner Johnson

**Action:** Aye: Commissioners Leeper, Boyle, Johnson, Holloway, and Boatright.

**Follow Up:** Finance, OMB, Clerk IT

**RS090708 - 10:26:02 (Tab R) Sheriff's Business:** Approved the Edward Byrne Memorial Justice Assistance Grant (JAG) Program grant, Application No. 2009-G7786-FL-SB, made on May 13, 2009, to access US Department of Justice BJA Recovery Act Grant Funding, and close the time period receipt of public comment.

**Discussion:** Eron Thompson, with the Nassau County Sheriff's Department, reviewed the request.

**Motion:** Approved Tab R as stated above.

**Maker:** Commissioner Boyle

**Second:** Commissioner Leeper

**Action:** Aye: Commissioners Leeper, Boyle, Johnson, Holloway, and Boatright.

**Follow Up:** Finance, OMB, Sheriff Department, County