

STATE OF TEXAS

COUNTY OF FORT BEND

**SECOND AMENDMENT TO TECHNICAL CURRENCY AGREEMENT,
ACS GOVERNMENT SYSTEMS, INC.**

THIS SECOND AMENDMENT entered into by and between **Fort Bend County** (hereinafter referred to as "County"), a body corporate and politic, and **ACS Government Systems, Inc.**, (herinafter referred to as "Vendor,") a corporation authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain 'Technical Currency Agreement,' as incorporated by reference as if set-out herein verbatim; and

WHEREAS, the following changes are incorporated as if a part of the original 'Technical Currency Agreement;'

I.

TERM & COMPENSATION

- 1.01 The term of this Agreement shall commence on January 1, 2010, and shall continue on a monthly basis until December 31, 2010. County may terminate this Agreement at any time by providing written notice to Vendor thirty (30) calendar days in advance of the month of termination.
- 1.02 This Agreement shall not be subject to any automatic renewal. Any renewal shall be subject to express written agreement of the parties.
- 1.03 For services provided under the Agreement and this Amendment, County shall pay Vendor an amount not to exceed \$14,374.93 per month.
- 1.04 Prior to the execution of the Agreement and this Amendment, Vendor was advised by County, and Vendor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, County shall have available the total maximum sum of \$14,371.93 per month specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 1.05 Vendor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Vendor may become entitled to hereunder and the total maximum sum that County shall become liable to pay Vendor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$14,371.93 per month for support provided under this Agreement.

II.

TAXES

Fort Bend County, Texas, is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax exempt certificate will be furnished upon request.

III.

HOLD HARMLESS AND INDEMNIFY

The parties agree that under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an agreement whereby Fort Bend County agrees to indemnify or hold harmless another party; therefore, all references of any kind to indemnifying or holding or saving harmless for any reason are hereby deleted.

IV.

DEFECT CORRECTIONS AND SERVICE CALLS

- 4.01** Vendor shall notify County of all corrections of system defects immediately, via email, but no less than 72 hours from the availability of the defect correction.
- 4.02** County shall notify Vendor of the need for defect corrections. Vendor shall provide all requested defect corrections or workarounds to the County within a reasonable timeframe consistent with the severity of the defect itself.
- 4.03** County shall notify Vendor of the need for any service calls. Vendor shall not close-out a service call from County until Vendor receives confirmation, via email, that the problem has been addressed and corrected.

V.

MISCELLANEOUS PROVISIONS

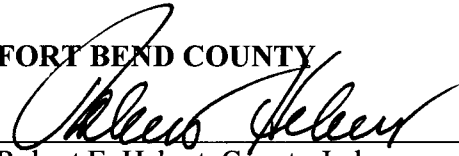
- 5.01** Vendor hereby certify that the Agreement and the performance thereof neither directly nor indirectly confers any personal or financial benefit upon any member of the Commissioners Court of Fort Bend County, Texas, nor any other elected official of Fort Bend County, Texas.
- 5.02** In its performance of the Agreement, Vendor must observe and comply with all applicable federal and state laws, rules, and regulations, and is responsible for all licenses, disclosures, notices, and registrations which may be required in connection with the performance of the Agreement. Further, Vendor must not make any recommendations that would conflict with any federal or state law, rule, or regulation.
- 5.03** This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns if permitted by this Agreement.
- 5.04** If there is a conflict between this Amendment and the Original Technical Services Agreement, the provisions of this Amendment shall prevail.

VI.

ENTIRE AGREEMENT

This Amendment, along with the original Technical Services Agreement, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supercedes any prior agreements or understandings, either written or oral, between the parties. Any oral representations or modifications regarding payment for services provided under this agreement is of no force and effect excepting a subsequent modification in writing, signed by both parties hereto.

FORT BEND COUNTY

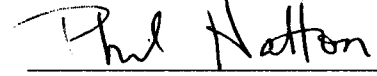
By: 
Robert E. Hebert, County Judge

Date: 12/22/09

ATTEST:


Dianne Wilson, County Clerk

ACS GOVERNMENT SYSTEMS, INC.,

By: 
Signature

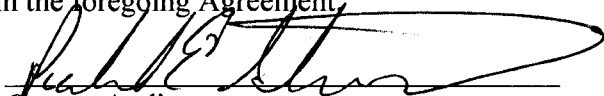
Printed Name: Phil Hatton

Date: 12/17/2009

Title: Director JUSTICE PRACTICE

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of **\$14,371.93 per month** to pay the obligation of Fort Bend County within the foregoing Agreement.


County Auditor

STATE OF TEXAS

COUNTY OF FORT BEND

**ADDENDUM TO TECHNICAL CURRENCY AGREEMENT,
ACS GOVERNMENT SYSTEMS, INC.**

THIS ADDENDUM, entered into by and between **Fort Bend County** (hereinafter referred to as "County"), a body corporate and politic, and **ACS Government Systems, Inc.**, (hereinafter referred to as "Vendor,") a corporation authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain 'Technical Currency Agreement,' as incorporated by reference as if set-out herein verbatim; and

WHEREAS, the following changes are incorporated as if a part of the original 'Technical Currency Agreement;'

I.

TERM & LIMIT OF APPROPRIATION

- 1.01 The term of this Agreement shall commence on January 1, 2009, and shall terminate on December 31, 2009. This agreement shall not be subject to any automatic renewal. Any renewal shall be subject to express written agreement of the parties.
- 1.02 Prior to the execution of the Agreement and this Addednum, Vendor was advised by County, and Vendor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, County shall have available the total maximum sum of \$156,784.66 specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 1.03 Vendor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Vendor may become entitled to hereunder and the total maximum sum that County shall become liable to pay Vendor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$156,784.66.

II.

TAXES

Fort Bend County, Texas, is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax exempt certificate will be furnished upon request.

III.

HOLD HARMLESS AND INDEMNIFY

The parties agree that under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an agreement whereby Fort Bend County agrees to indemnify or hold harmless another party; therefore, all references of any kind to indemnifying or holding or saving harmless for any reason are hereby deleted.

IV.

DEFECT CORRECTIONS AND SERVICE CALLS

- 4.01** Vendor shall notify County of all corrections of system defects immediately, via email, but no less than 72 hours from the availability of the defect correction.
- 4.02** County shall notify Vendor of the need for defect corrections. Vendor shall provide all requested defect corrections or workarounds to the County within a reasonable timeframe consistent with the severity of the defect itself.
- 4.03** County shall notify Vendor of the need for any service calls. Vendor shall not close-out a service call from County until Vendor receives confirmation, via email, that the problem has been addressed and corrected.

V.

MISCELLANEOUS PROVISIONS

- 5.01** Vendor hereby certify that the Agreement and the performance thereof neither directly nor indirectly confers any personal or financial benefit upon any member of the Commissioners Court of Fort Bend County, Texas, nor any other elected official of Fort Bend County, Texas.
- 5.02** In its performance of the Agreement, Vendor must observe and comply with all applicable federal and state laws, rules, and regulations, and is responsible for all licenses, disclosures, notices, and registrations which may be required in connection with the performance of the Agreement. Further, Vendor must not make any recommendations that would conflict with any federal or state law, rule, or regulation.
- 5.03** This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns if permitted by this Agreement.
- 5.04** If there is a conflict between this Addendum and the Original Technical Services Agreement, the provisions of this Addendum shall prevail.

VI.
ENTIRE AGREEMENT

This addendum, along with the original Technical Services Agreement, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supercedes any prior agreements or understandings, either written or oral, between the parties. Any oral representations or modifications regarding payment for services provided under this agreement is of no force and effect excepting a subsequent modification in writing, signed by both parties hereto.

ATTEST:



Dianne Wilson, County Clerk

FORT BEND COUNTY

By:



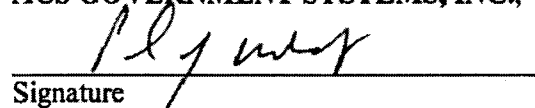
Robert E. Hebert, County Judge

Date:

10-28-08

ACS GOVERNMENT SYSTEMS, INC.,

By:


Signature

Printed Name:

Paul Ruddy

Date:

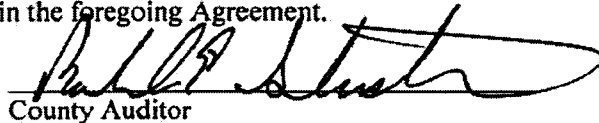
10/20/08

Title:

Vice President, Operations

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$156,784.66 to pay the obligation of Fort Bend County within the foregoing Agreement.


County Auditor

STATE OF TEXAS

COUNTY OF FORT BEND

**ADDENDUM TO TECHNICAL CURRENCY AGREEMENT,
ACS GOVERNMENT SYSTEMS, INC.**

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THAT, WHEREAS, the parties have executed and accepted that certain 'Technical Currency Agreement,' as incorporated by reference as if set-out herein verbatim; and

WHEREAS, the following changes are incorporated as if a part of the original 'Technical Currency Agreement;'

I.

TERM

- 1.01 The term of this Agreement shall commence on January 1, 2008, and shall terminate on December 31, 2008. This agreement shall not be subject to any automatic renewal. Any renewal shall be subject to express written agreement of the parties.
- 1.02 County shall be allowed to terminate this agreement thirty (30) business days before the expiration of the original term of this agreement by providing written notice to Vendor.

II.

TAXES

Fort Bend County, Texas, is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax exempt certificate will be furnished upon request.

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- 5.01** Vendor hereby certify that the Agreement and the performance thereof neither directly nor indirectly confers any personal or financial benefit upon any member of the Commissioners Court of Fort Bend County, Texas, nor any other elected official of Fort Bend County, Texas.
- 5.02** In its performance of the Agreement, Vendor must observe and comply with all applicable federal and state laws, rules, and regulations, and is responsible for all licenses, disclosures, notices, and registrations which may be required in connection with the performance of the Agreement. Further, Vendor must not make any recommendations that would conflict with any federal or state law, rule, or regulation.
- 5.03** This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns if permitted by this Agreement.
- 5.04** If there is a conflict between this Addendum and the Original Technical Services Agreement, the provisions of this Addendum shall prevail.

Remainder of this page intentionally left blank

VI.

ENTIRE AGREEMENT

This addendum, along with the original Technical Services Agreement, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed, and supercedes any prior agreements or understandings, either written or oral, between the parties. Any oral representations or modifications regarding payment for services provided under this agreement is of no force and effect excepting a subsequent modification in writing, signed by both parties hereto.

EXECUTED this 4 day of December, 2007.

FORT BEND COUNTY

By:

Robert E. Hebert
Robert E. Hebert, County Judge

ATTEST

Dianne Wilson
Dianne Wilson, County Clerk

ACS GOVERNMENT SYSTEMS, INC.,

By:

Spencer Parro
Signature

Printed Name:

Spencer Parro

Date:

11-20-2007

Title:

Vice President Justice Practice

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$143,000.00 to pay the obligation of Fort Bend County within the foregoing Agreement.

Paul E. Stutz
County Auditor



TECHNICAL CURRENCY AGREEMENT

SCT GOVERNMENT SYSTEMS, INC.
1733 Harrodsburg Road
Lexington, KY 40504-3617
FAX Number (606) 277-7600
("SCT")

and

FORT BEND COUNTY
301 Jackson Street
Richmond, TX 77469
("Licensee")

T HIS AGREEMENT is made between SCT and Licensee on the Commencement Date of July _____, 1999. SCT and Licensee have entered into a Software License Agreement with an Effective Date of July ____, 1999 (the "License Agreement") for the Licensed Software. Licensee desires that SCT provide Maintenance and Enhancements for and new releases of the Baseline Licensed Software identified in Exhibit I on the terms and conditions contained in this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Commencement Date" means the date identified above in this Agreement as the Commencement Date.

"Contract Year" means, with respect to each Baseline Component System, each one (1) year period beginning and ending on the dates provided for in Exhibit I for such Baseline Component System.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System which increase the functionality of the Baseline Component System.

"Expiration Date" means, with respect to each Baseline Component System, the date upon which the initial term of this Agreement ends for such Baseline Component System as provided for in Exhibit I.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Licensee with avoidance procedures for or corrections of Documented Defects.

"New Releases" means new editions of a Baseline Component System.

"Partial Year" means, for each Baseline Component System, the period between the Commencement Date and the first day of the initial Contract Year for that Baseline Component System.

3. Services.

(a) Types of Services. During the term of this Agreement, SCT will provide Licensee with Maintenance for, Enhancements of, and New Releases of each Baseline Component System identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SCT's obligation to provide Licensee with Improvements for Baseline Component Systems owned by parties other than SCT is limited to providing Licensee with the Improvements that the applicable third party owner provides to SCT for that Baseline Component System. In this regard, to the extent that an agreement authorizing SCT to resell or sublicense a third party's Baseline Component System is terminated or expires prior to the Expiration Date, or prior to the expiration of any renewal term, for that Baseline Component System, then SCT's obligation to provide Improvements to Licensee for that Baseline Component System, and Licensee's obligation to pay SCT for such Improvements, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Licensee must provide SCT with such facilities, equipment and support as are reasonably necessary for SCT to perform its obligations under this Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Technical Currency Fees. For the Improvements for each Baseline Component System, Licensee will pay SCT: (i) the amount provided for in Exhibit 1 as the Partial Year payment (if applicable) on the payment date provided for in Exhibit 1; and (ii) the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year; and (iii) for each Contract Year subsequent to the initial Contract Year, an amount invoiced by SCT, which amount will not increase by more than the "Annual Escalation Not to Exceed" percentage

provided for in Exhibit 1 the fee that Licensee was obligated to pay to SCT for Improvements for the applicable Baseline Component System in the immediately preceding Contract Year for that Baseline Component System. Fees for Improvements for a Baseline Component System are due on the first day of the First month of the Contract Year for that Baseline Component System.

(b) Additional Costs. Licensee will also reimburse SCT for actual travel and living expenses that SCT incurs in providing Licensee with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. SCT will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Licensee as offering Licensee's contractors a discounted rate, and sharing rental cars. Licensee will also reimburse SCT for all charges incurred in connection with accessing Equipment. Reimbursement is subject to any statutory reimbursement limitations imposed on Licensee contractors, and Licensee will provide SCT with a copy of such limitations before SCT incurs expenses.

(c) Taxes. Licensee is responsible for paying all taxes (except for taxes based on SCT's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Licensee is exempt from the payment of any such taxes, Licensee must provide SCT with a valid tax exemption certificate; otherwise, absent proof of Licensee's direct payment of such tax amounts to the applicable taxing authority, SCT will invoice Licensee for and Licensee will pay to SCT all such tax amounts.

(d) Late Charges. Licensee will pay each SCT invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Mellon Bank, N.A., Philadelphia, Pennsylvania, plus three percent (3%); or (ii) the highest rate permitted by applicable law.

5. Term. As it applies to each Baseline Component System, the term of this Agreement is for the period beginning on the Commencement Date and continuing until the Expiration Date for that Baseline Component System. For each

Baseline Component System, this Agreement will automatically be extended for consecutive Contract Years beyond the Expiration Date on a year-to-year basis unless: (i) either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System at least twelve (12) months prior to the Expiration Date, or, for any Contract Year subsequent to the Expiration Date, at least twelve (12) months prior to the expiration of the then-current Contract Year or (ii) the Agreement has otherwise expired or terminated as it relates to a particular Baseline Component System under the terms of this Agreement.

6. Disclaimer of Warranties. Licensee agrees and understands that **SCT MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SCT EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SCT EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY IMPROVEMENTS WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED BY ANYONE OTHER THAN SCT, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

7. Termination.

(a) Generally. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However,

notice to SCT of a suspected Documented Defect will not constitute a notice of termination of this Agreement. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

(b) Fiscal Funding. Licensee represents that funds to pay the fees due under this Agreement have been budgeted and appropriated for the period beginning on the Commencement Date and continuing through December 31, 2000. Licensee agrees that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments hereunder may be made for the remainder of the initial term and any renewal year, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and using its best efforts to have such portion of the budget approved. If, despite Licensee's efforts, sufficient funds are not appropriated and budgeted or are otherwise legally unavailable for any Contract Year beginning on January 1, 2001 or thereafter, then Licensee will immediately notify SCT of such occurrence and SCT may notify Licensee that this Agreement will expire effective on the last day of the fiscal period for which appropriations were received. Further, nothing in this Section 7(b) will be construed so as to permit Licensee to effect a premature expiration of this Agreement in order to acquire any other similar software or services.

8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SCT. **SCT'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT LICENSEE ACTUALLY PAID TO SCT FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.**

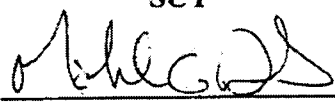
(b) EXCLUSION OF DAMAGES. **REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SCT BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE),**

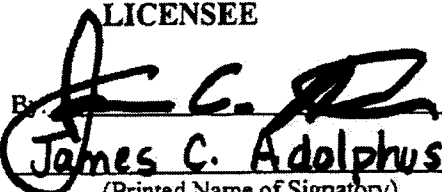
PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. LICENSEE ACKNOWLEDGES THAT SCT HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

SCT
By: 
MICHAEL C DANIELS
(Printed Name of Signatory)
PRESIDENT
BGE GOVERNMENT SYSTEMS, INC

LICENSEE
By: 
James C. Adolphus
(Printed Name of Signatory)
Title: County Judge