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**AMENDED AND RESTATED SYSTEM AND SERVICES AGREEMENT
BETWEEN BROWARD COUNTY AND GRANT STREET GROUP, INC.**

This Amended and Restated System and Services Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Grant Street Group, Inc., a Pennsylvania corporation authorized to transact business in the State of Florida ("Contractor") (collectively referred to as the "Parties").

RECITALS

A.   The Parties entered into an Application and Hosting Services Agreement, dated June 10, 2008, for use of Contractor's TaxSys Tax and Revenue Collection application software, "TaxSys." That agreement, as amended prior to the Effective Date of this Agreement, is referred to herein as the "2008 Agreement."

B.   The 2008 Agreement is scheduled to expire on September 30, 2021.

C.   Pursuant to a recent amendment to the Florida Constitution, most of the duties of collecting taxes within Broward County will pass from the County to a new elected constitutional officer ("Tax Collector") on January 7, 2025.

D.   The Parties desire to enter into this Agreement to amend and restate the 2008 Agreement, to consolidate the scopes of services into a single exhibit, to provide for a new term, and to provide for assignment of the Agreement to the Tax Collector.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1.   DEFINITIONS

1.1.   **Applicable Law** means all laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended, that are applicable to a Party's performance or obligations hereunder.

1.2.   **Board** means the Board of County Commissioners of Broward County, Florida.

1.3.   **Business hours** or **business day** means 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays or on which County has not otherwise declared its offices closed.

1.4.   **Contract Administrator** means the Director of the Broward County Records, Taxes and Treasury Division, the Assistant Director of Broward County Records, Taxes and Treasury Division, or such other person designated by the Director of the Broward County Records, Taxes and Treasury Division in writing.

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1.5.   **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.6.   **Documentation** means all manuals, user documentation, specifications, training, and other related materials pertaining to the use and function of the System that Contractor customarily furnishes to its customers of the System, as may be amended from time to time by Contractor.

1.7.   **Equipment** means the hardware and other property listed in Exhibit A, Section 8, including any embedded software and firmware incorporated therein or customarily provided to purchasers of such hardware or other property.

1.8.   **Hardware** means the physical components or equipment that make up a computer system including the programs that control the operations of the computer and support the Software.

1.9.   **Annual License/Support and Maintenance Fee** or **Recurring Fee** means the fee as outlined in Exhibit B (Payment Schedule) associated with County's use of the Licensed Software and Contractor's provision of the System and Support and Maintenance Services.

1.10.   **Licensed Software** means Contractor's proprietary Software (including any proprietary third-party software that Contractor licenses hereunder) listed on Exhibit A, which is being made available to County and third-party users through the System, including all Updates, Upgrades, and Releases with respect thereto.

1.11.   **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by the Contract Administrator.

1.12.   **Purchasing Director** means County's Director of Purchasing.

1.13.   **Release(s)** means those versions of the Licensed Software that add functionality to the Software, including any Updates and Upgrades provided under the Agreement.

1.14.   **Services** means the work, duties and obligations to be carried out and performed by Contractor under the Agreement pursuant to Exhibit A, as well as any Optional Services procured under this Agreement. Without limiting the foregoing, the Services to be performed by Contractor fall into the following categories: (i) hosting the Licensed Software; (ii) making the Licensed Software available to County and third-party users over the internet as a Service; (iii) Software programming or modification/configuration of the Licensed Software as required hereunder; (iv) project management; (v) programming agreed upon interfaces; (vi) conversion of County's data; (vii) training of County staff; and (viii) Support and Maintenance.

1.15.   **Software** means all proprietary or third-party software required to perform the tasks specified in the Agreement.

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1.16.   **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.

1.17.   **Support and Maintenance** means the support and maintenance Services provided by Contractor as described in Exhibit D.

1.18   **System** means the turnkey software system, including the Licensed Software and any third-party software operating on Contractor's Hardware, that Contractor will make available to County and third-party users as a service through the Internet, on a subscription basis, as described on Exhibit A.

1.21   **Update(s)** means periodic release(s) of the Licensed Software that may contain fixes or incremental enhancements to the Licensed Software and are included in Support and Maintenance.

1.22   **Upgrade(s)** means periodic releases of the Licensed Software that contain significant enhancements and/or that may include changes necessary to accommodate changes in the hardware platform, database platform, operating system, or major change in capability and functionality; Upgrades are usually identified by a new whole number revision number (i.e., Revision 4.0 compared to Revision 3.8).

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ARTICLE 2.   EXHIBITS

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Exhibit A	**Statement of Work**
Exhibit B	**Payment Schedule**
Exhibit C	**Security Requirements**
Exhibit D	**Support and Maintenance Minimum Standards**
Exhibit E	**Minimum Insurance Coverages**
Exhibit F	**Work Authorization Form**
Exhibit G	**Service Level Agreement**
Exhibit H	**American Express® Card Acceptance**
Exhibit I	**Delinquent Tax Product ACH Services**

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ARTICLE 3.   SCOPE OF SERVICES & TERMS OF USE

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3.1.   <u>Scope of Services</u>.   Contractor shall perform all work identified in this Agreement including, without limitation, the work specified in Exhibit A (the "Statement of Work"). The Statement of Work is a description of Contractor's obligations and responsibilities and is deemed to include all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

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3.2.   Software and Subscriptions Rights.

3.2.1. Software License. Subject to the terms of this Agreement and payment of the Recurring Fee, Contractor grants to County a limited, nonexclusive, nontransferable (except as expressly provided herein) license to use the Licensed Software in connection with the System, with no geographical limitations, for the number of users stated in Exhibit A (if none is stated, then an unlimited number of users), including to any embedded third-party software within the System. This license is granted solely for County purposes, including on and off-site access, and for the benefit of and use by all agencies within County.

3.2.2. Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, contractors, suppliers, and other third parties authorized by County may concurrently operate and use the Licensed Software and System for County purposes. If anything less than unlimited, concurrent use is expressly provided under this Agreement and additional licenses or users are requested by County, the Purchasing Director is authorized to execute a Work Authorization (in the form of Exhibit F) to purchase additional licenses or users for the fee specified in Exhibit B.

3.2.3. Permitted Hardware and Environments. Unless otherwise stated in Exhibit A, County may access and use the Licensed Software through the System on any hardware and from any location.

3.2.4. Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Licensed Software to others. County shall not modify, reverse engineer, disassemble, or decompile the Licensed Software, or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.2, or (b) to the extent permitted under any applicable open source license.

3.3.   Hosting. All costs to County for the System to be provided under this Agreement, are included within the Recurring Fee listed on the Payment Schedule (Exhibit B) and will be provided at no additional cost to County, unless otherwise expressly stated in Exhibit B. Contractor, the Licensed Software, and the System shall comply for the duration of this Agreement with the Service Level Agreement set forth in Exhibit G, unless otherwise expressly approved in writing by the County's Chief Information Officer or his or her designee.

3.4.   Support and Maintenance. During the term of the Agreement, Contractor shall provide County with Support and Maintenance for the System so long as County pays the Recurring Fee stated in Exhibit B. Support and Maintenance shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B.

3.5.   Updates, Upgrades, and Releases. For the duration of this Agreement, Contractor shall promptly provide to County, with advance notice and at no additional cost (except as set forth below), any and all Updates, Upgrades, or Releases with respect to the Licensed Software. All such Updates, Upgrades, and Releases shall remain the sole property of Contractor and shall be

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deemed to be included within the scope of the license or subscription granted under this Agreement, except as indicated below. Contractor will provide County notice prior to installation or implementation of any such Update, Upgrade, or Release. Contractor also agrees to maintain a level of version currency with third-party Software required to operate the System equal to currently supported releases of such third-party software. At no additional cost to County, Contractor shall maintain and modify the System to reflect changes in Florida or United States law and ensure that the System complies with state and federal law with respect to all of the System's modules that Contractor is providing under this Agreement, as amended. To the extent that a state or federal legislative change involves the collection of a new tax requiring the creation of a new module to the System rather than a modification of an existing Contractor module, if County requests the System include collection of this new tax, Contractor may charge an additional fee for such a module. If Contractor offers such a new module to its customers, the fees charged to County for such a new module shall not exceed the average amount charged by Contractor to Contractor's other Florida state or local customers. Notwithstanding the foregoing, Contractor reserves the right to charge additional fees to County for custom changes that are unique to and requested by County.

3.6. <u>Compatibility</u>. For the duration of this Agreement, Contractor will ensure the continued compatibility of the System with all major releases, updates, or upgrades of any third-party software used by County as of the Effective Date of this Agreement and any changes to such software as may be approved by Contractor for access or operation of the System (collectively, "County Software"). In the event Contractor is not be able to support any County Software update, upgrade, or new release that changes major functionality and is not backwards compatible with the System, Contractor shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Licensed Software or the System in accordance with this Agreement. If Contractor is unable to provide continued optimal functionality of the System in accordance with this Agreement due to any County Software release, update, or upgrade, County shall be entitled to a refund of any Support and Maintenance fees or Subscription Fee paid for the affected time period and affected System and may, at County's sole election, terminate the Agreement upon written notice with no further obligation to Contractor.

3.7. <u>Documentation</u>. Contractor shall make Documentation available to County concurrently with delivery of the System, and thereafter shall promptly provide any updated Documentation as it becomes available during the term of this Agreement. Contractor represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the System efficiently and in accordance with Exhibit A. County has the right to copy, reproduce, and customize, the Documentation as County deems reasonably necessary provided such activities are solely for the purpose of use of the System as permitted under this Agreement and during the term hereof. In no event will County obtain any rights in the Documentation, as customized.

3.8. <u>Optional Services</u>. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly set forth in this Agreement or,

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to the extent applicable, in the Broward County Procurement Code. If any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit F executed by Contractor and County pursuant to this section. No such selection, when combined with those goods or services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than $50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Contractor shall not commence work on any Work Authorization until after receipt of a purchase order and issuance of a Notice to Proceed by the Contract Administrator.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on October 1, 2021 ("Effective Date"), and shall end on September 30, 2025 ("Initial Term"), unless otherwise terminated as provided in this Agreement. The Initial Term, Extension Term(s), and any additional extension as described in this article are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") by sending notice of extension to Contractor at least one hundred and twenty (120) days prior to the expiration of the then-current term. The Director of Purchasing or Tax Collector, or their designee(s), is authorized to exercise the Extension Terms.

4.3. Extension Rates and Terms. Unless expressly stated in Exhibit B, Contractor shall be compensated at the rates in effect when an Extension Term or the additional extension described in Section 4.3 was invoked by County, and shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.5. Time of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement, subject to the other Party timely performing its respective duties, obligations, and responsibilities.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all goods and services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

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Services/Goods	Term	Not-To-Exceed Amount
Recurring Fee (Licensed Software, System, and Support and Maintenance Services)	First year (Oct. 1, 2021 through Sept. 30, 2022)	$728,200
	Second year (Oct. 1, 2022 through Sept. 30, 2023)	$779,174
	Third year (Oct. 1, 2023 through Sept. 30, 2024)	$833,716
	Fourth year (Oct. 1, 2024 through Sept. 30, 2025)	$892,077
	Extension Terms	To be determined by the Tax Collector
ACH validations	Duration of Agreement	$120,000
Equipment	Duration of Agreement	$20,000
Optional Services	Duration of Agreement	$100,000
TOTAL NOT TO EXCEED (not including Recurring Fee for Extension Terms)		**$3,473,167**

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2.   Method of Billing and Payment.

5.2.1.   The Recurring Fee shall be invoiced semi-annually in advance in the amount and in accordance with the schedule as set forth in Exhibit B.

5.2.2.   For all other Services, Contractor must submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Contractor shall submit a Certification of Payments to Subcontractors and Suppliers in the form provided by County with each invoice in which Subcontractor costs are charged, if applicable. The certification shall be

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accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.3.   Any invoice submitted by Contractor shall be in the amount set forth in Exhibit B for the applicable Services, minus any agreed upon retainage (if applicable) as stated in Exhibit B.   Retainage amounts (if applicable) shall only be invoiced to County upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.4.   County shall pay Contractor within thirty (30) days of receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator.   Payment may be withheld for failure of Contractor to comply with a material term, condition, or requirement of this Agreement.

5.2.5.   Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage (where applicable) from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3.   Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise.   County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4.   Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.5.   Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent reasonably necessary to protect itself from loss on account of (i) defective work that has not been remedied or resolved in a manner reasonably satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement, which

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failure would reasonably cause loss or damage to County. The amount withheld shall not be subject to payment of interest by County.

5.6. Fixed Pricing. Prices set forth in Exhibit B shall remain firm and fixed for the term of the Agreement, including any optional terms. However, Contractor may offer incentive or volume discounts to County at any time.

ARTICLE 6. DELIVERY, TESTING, AND ACCEPTANCE

6.1. Delivery. Unless otherwise stated in Exhibit A, Contractor shall, within seven (7) days after the Effective Date, make the Software and the System available electronically to County. All County license keys, usernames, and passwords shall be authenticated by Contractor and perform according to Exhibit A (Statement of Work).

6.2. Final Acceptance Testing. Broward County Administrative Code Section 22.148 requires that all applicable software purchases be inspected and tested by the County, including verification by its Enterprise Technology Services ("ETS"), prior to final written acceptance of the software and software-related services. For any new Licensed Software or System implemented after the Effective Date of this Agreement (excluding Updates, Releases, and Upgrades to Licensed Software or any System previously provided to Broward County by Contractor under this Agreement or the 2008 Agreement), within thirty (30) days following completion of any necessary installation, implementation, and integration of the new Licensed Software or System, County shall conduct testing to determine whether the Licensed Software or System as so modified: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement, the Work Authorization, and/or the Documentation, as applicable; and (iii) if applicable, meets the acceptance criteria stated in the Statement of Work (the criteria referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment for any such new Licensed Software or System shall not be made to Contractor prior to the written confirmation by the County's Chief Information Officer or his or her designee that the Licensed Software and System have successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance."

6.2.1. The testing period shall commence on the first business day after Contractor informs County in writing that it has completed the Services required to be performed prior to testing and that the Licensed Software or System is ready for testing, and shall continue for a period of up to thirty (30) days. During the testing period, County may notify Contractor in writing of any error or defect in the Licensed Software or System so that Contractor may make any needed modifications or repairs. If Contractor so elects in writing, testing will cease until Contractor resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing.

6.2.2. County shall notify Contractor in writing of its Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same

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may be extended or reset. If County rejects the System, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Contractor shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to County's notice. If Contractor modifies, repairs, or replaces the System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this Section 6.2.

6.2.3.   In the event Contractor fails to remedy the reason(s) for County's rejection of the System, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the System as it then exists or to reject it and terminate the Agreement or applicable Work Authorization. If County elects to reject the System and terminate the Agreement or applicable Work Authorization, all sums paid in advance by County for the System under the Agreement or applicable Work Authorization shall be reimbursed to County by Contractor within fifteen (15) days after such election is made. If County elects to accept the System as it then exists (partial acceptance), Contractor shall continue to use its best efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing best efforts, Contractor fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually determined by the Parties. If the Parties cannot agree upon such value, County shall have the right to reject the System and terminate the Agreement or applicable Work Authorization on the terms stated above in this section.

ARTICLE 7.   CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS, SECURITY REQUIREMENTS

7.1.   <u>Contractor Confidential Information</u>. Contractor represents, and County acknowledges, that the Licensed Software and the System contains proprietary data processing software and trade secrets of Contractor. Accordingly, to the full extent permissible under Applicable Law, County agrees to treat the intellectual property within the Licensed Software and the System as confidential in accordance with this article. Any other material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET."   In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 119.071(1)(f), 119.0715 and Section 688.002 and stating the factual basis for same. The Licensed Software, System, and Trade Secret Material shall be referred to as "Contractor Proprietary Information." Such Contractor Proprietary Information, together with other confidential business information of Contractor that is exempt from disclosure and properly designated as set forth herein shall be referred to as "Contractor Confidential Information." Personally identifiable information and Contractor's data processing software shall be considered Contractor Confidential Information regardless of whether or not so designated.

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If a third party submits a request to County for records designated by Contractor as Contractor Confidential Information, County shall refrain from disclosing such information, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. County shall promptly notify Contractor in writing of any such request, so that Contractor may participate in any proceedings regarding the request. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of Contractor Confidential Information in response to a records request by a third party.

7.2.   County Confidential Information. All materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Contractor obtains from County in connection with this Agreement, or in which County holds proprietary rights, constitute "County Confidential Information." All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under Applicable Law) also constitute "County Confidential Information."

7.2.1.   Each Party shall maintain in confidence the other Party's Confidential Information, using at least reasonable care, and shall only use such Confidential Information for the purposes provided in the Agreement. Confidential Information does not include the following: (a) information already known or independently developed by the receiving Party; (b) information in the public domain through no wrongful act of a receiving Party; (c) information received by the receiving Party from a third Party who was free to disclose it; and (d) information required to be disclosed by law or order of court, provided that the receiving Party shall provide the disclosing Party with notice of such requirement (to the extent not prohibited by law), so that the disclosing Party has the opportunity to contest the required disclosure.

7.2.2.   County Confidential Information may not, without the prior written consent of County, or as otherwise required by Applicable Law, be used by Contractor or its employees, agents, Subcontractors, or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

7.2.3.   Contractor expressly agrees to be bound by and to defend, indemnify, and hold harmless County and its officers and employees from the breach of Applicable Law by Contractor or its employees, agents, Subcontractors, or suppliers regarding the unlawful use or disclosure of County Confidential Information, subject to the indemnification procedures set forth in Section 9.1.

7.2.4.   Upon expiration or termination of this Agreement, each Party shall immediately turn over to the other Party all of the other Party's Confidential Information, in any form, tangible

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or intangible, possessed by such Party or its employees, agents, Subcontractors, or suppliers, except to the extent a record copy is required to be retained by Applicable Law.

7.3.   Maintenance of Confidential Information. Each Party shall advise its employees, agents, Subcontractors, and suppliers who receive or otherwise have access to the other Party's Confidential Information (as described in Section 7.1 or Section 7.2, as applicable) of their obligation to keep such information confidential, and shall promptly advise the other Party in writing if it learns of any unauthorized use or disclosure of said Confidential Information. In addition, the Parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other Party's Confidential Information as described in this article.

7.4.   County Proprietary Rights. Contractor acknowledges and agrees that County retains all rights, title, and interest in and to all materials, data, documentation, and copies thereof furnished by County to Contractor under this Agreement, including all copyright and other proprietary rights therein, which Contractor as well as its employees, agents, Subcontractors, and suppliers may use only in connection with the performance of this Agreement.

7.5.   Contractor Proprietary Rights. Except for custom work products as specifically identified in a statement of work, if any, County acknowledges that all copies of the Licensed Software (in any form) and the System are the sole property of Contractor or third-party licensor. County shall not have any right, title, or interest to any such Software or System except as expressly provided in this Agreement and shall take reasonable steps to secure and protect the Licensed Software and the System consistent with maintenance of Contractor's proprietary rights therein.

7.6.   Data and Privacy. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and shall employ reasonable measures to ensure that County data processed, transmitted, or stored by Contractor or in the System is not accessed, transmitted, or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

7.7.   Security Requirements. Contractor and the System must meet or exceed all security requirements set forth in Exhibit C at all times throughout the duration of the Agreement, unless otherwise expressly approved in writing by the County's Chief Information Officer or his or her designee. Contractor will cooperate with County and provide any and all information that County may reasonably request to determine appropriate security and network access restrictions and verify Contractor compliance with County security requirements, including as stated in this section.

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7.8.   Injunctive Relief; Survival. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach. The obligations under this article shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 8.   REPRESENTATIONS AND WARRANTIES

8.1.   Ownership. Contractor represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software and the System or that it has the right to grant to County the rights and the licenses granted under this Agreement, and that Contractor has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

8.2.   Limited Warranty.   For the full term of this Agreement, Contractor represents and warrants to County that the System will perform substantially as described in the Documentation and in the Statement of Work (Exhibit A). Contractor does not guarantee the Licensed Software or System will be uninterrupted or error free; in the event of an error in interruption or error, Contractor shall remedy such interruption or error in accordance with the applicable Support and Maintenance obligations and Service Level Agreement, which shall be County's sole and exclusive remedy for such interruptions or errors. This warranty does not cover any failure of the System resulting from (a) use of the System in a manner other than that for which they were intended; (b) any modification of the System by County that is not authorized by Contractor; (c) County's provision of inaccurate or improperly formatted data to be processed through the System; or (d) malfunction of software, hardware, or applications not produced, developed, or provided by Contractor.

8.3.   Warranty Regarding Viruses and PCI Compliance.   Contractor further represents, warrants, and agrees that the Licensed Software has been run through and successfully passed a virus detection system, and is free from currently known viruses or malicious software (at the time the Licensed Software and any subsequent versions thereof are provided to County), and that Contractor has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of the System from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. If the System accepts, transmits, or stores any credit cardholder data, Contractor represents and warrants that the System complies with the most recent Security Standards Council's Payment Card Industry ("PCI") Payment Application Data Security Standard.

8.4.   ADA Compliance. Contractor represents and warrants that the System is, and for the duration of the Agreement will remain, fully accessible and compliant with the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and all other Applicable Law, and that the System meets or exceeds the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as may be adopted by the International Organization for Standardization. Upon request, Contractor will

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provide the County with any accessibility testing results and written documentation verifying accessibility, as well as promptly respond to and resolve accessibility complaints.

8.5.   Intellectual Property Warranty. Contractor represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Contractor (whether or not any action or proceeding has been brought) that allege that any part of the Licensed Software or System infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Contractor is unaware of any such potential claim. Contractor also agrees, represents, and warrants that the Licensed Software, System, and Support and Maintenance to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party.

8.6.   Representation of Authority. Each Party represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of such Party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that such Party has with any third party or violates Applicable Law. Each Party further represents and warrants that execution of this Agreement is within such Party's legal powers, and each individual executing this Agreement on behalf of such Party is duly authorized by all necessary and appropriate action to do so on behalf of the Party and does so with full legal authority.

8.7.   Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.8.   Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

8.9.   Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

8.10.   Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting

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Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

8.11.   Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

8.12.   Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

8.13.   Prohibited Telecommunications Equipment. Contractor represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

8.14.   Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Contractor represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

8.15.   Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

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8.16.   PCI Compliance. Contractor represents and warrants that the Licensed Software and System do and will comply with the most recent version of VISA Cardholder Information Security Program ("CISP") Payment Application Best Practices and Audit Procedures including Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"), including the functions relating to storing, processing, and transmitting of the cardholder data, and that Contractor will maintain PCI DSS validation throughout the Agreement. Promptly upon any significant change to the cardholder data environment ("CDE"), and annually, Contractor shall provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes, or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the subcontractor or payment gateway to County). Contractor will maintain and provide to County a PCI DSS responsibility matrix that outlines the exact PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County. Contractor will follow Open Web Application Security Project (OWASP) for secure coding and transmission of payment card data only to the extent Contractor provides a payment application. Contractor will immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant.

8.17.   Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

8.18.   Property Information Reports. County acknowledges and agrees that Property Information Reports ("PIRs") supplied by Contractor are not opinions of title, title insurance policies, warranties of title, or any other assurances as to the status of title, and shall not be used for the purpose of issuing title insurance. Contractor's PIRs are prepared by experienced abstractors employing online searches of Official Records, as defined in Section 28.222, Florida Statutes, and/or proprietary databases from sources believed to be reliable. Contractor makes no representation as to the accuracy or completeness of any PIR in so far as the Official Records of Broward County are improperly indexed, Inaccurate, Incomplete, or unavailable. Contractor cannot be responsible for disclosure of personal confidential information that may be included in Official Records that are included with the PIRs.

8.19.   TitleExpress Warranty. Contractor warrants that the Services and Software related to TitleExpress will conform to the Statement of Work in Exhibit A. Contractor does not warrant

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that the Services or Software related to TitleExpress provided hereunder will be uninterrupted or error free, but in the event of any interruption in service or error, Contractor shall remedy such interruption or error as provided for in Exhibits D and G of this Agreement.

8.20.   No Implied Warranties. Except for the express warranties set forth in this article, Contractor makes no warranty, representation, promise, or guarantee, either express or implied, statutory or otherwise, with respect to the Licensed Software, System or any related services provided hereunder, including their quality, performance, merchantability, or fitness for a particular purpose.

8.21.   Electronic Payment Service Compliance Matters. "Electronic Payment Services" means all Services provided by the System or Contractor that facilitate transactions or paying for goods and services through an electronic medium, without the use of physical checks or cash. The Parties shall comply with all applicable bylaws, rules, regulations, policies, and guidelines of National Automated Clearing House Association ("NACHA"), the Associations and any Issuer whose Cards are used to make E-payments in accordance with this Agreement (collectively the "Rules"). Summaries of the Associations' rules are available for merchants at www.visa.com, www.mastercard.com, www.discovernetwork.com, and www.americanexpress.com/merchantopguide (see Exhibit H of this Agreement for further information), and is hereby incorporated into this Agreement. NACHA rules are available through www.nacha.org. The Parties agree that the Electronic Payment Services shall be governed by the Associations' rules and NACHA rules, as applicable, and that any E-payment provision of the Agreement which conflicts with either set of rules, as they may be amended from time to time, shall be superseded thereby. Contractor may, from time to time, advise County of additional rules that may become applicable.

ARTICLE 9.   INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1.   Indemnification. Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by (a) any willful misconduct, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement, or (b) any actual or alleged infringement of third-party intellectual property rights arising out of County's use of the Licensed Software (each, a "Claim"), provided Contractor shall not liable for indemnification of a Claim under this section to the extent caused by the willful misconduct, reckless, or negligent act or omission of County, its officers, employees, or agents.   If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County (such consent not to be unreasonably withheld or delayed) or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party; provided that Contractor shall be entitled to

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defend any infringement Claim. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

9.2.　Infringement Remedy. If any Licensed Software or portion of the Licensed Software is finally adjudged to infringe, or in Contractor's opinion is likely to become the subject of such a Claim, Contractor shall, at County's option, either: (i) procure for County the right to continue using the Licensed Software; (ii) modify or replace the Licensed Software to make it noninfringing; or (iii) terminate Agreement with a refund to County of all fees pre-paid under this Agreement (for periods post-termination). Contractor shall have no liability regarding any infringement claim caused by any County modification or use of the Licensed Software not specifically authorized in writing by Contractor.

9.3.　Limitation of Liability. Neither Contractor nor County shall be liable to the other party for any damages under this Agreement, in the aggregate, that exceed the largest of the following amounts: (a) $100,000; (b) one and one-half (1.5) times the fees Contractor is paid by County under this Agreement during the twelve (12) month period preceding the event that caused such damages; or (c) the amount of insurance Contractor is required to provide under Article 10, to the extent available for the applicable claims. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any Claim resulting from Contractor's actual or alleged disclosure of County Confidential Information or resulting from an actual or alleged data breach in violation of Applicable Law, (ii) any Claim resulting from an actual or alleged infringement of any interest in any Product, or (iii) any indemnification obligation under this Agreement.

9.4.　Liability Regarding Electronic Payment Transactions. Except to the extent caused by the negligent act or omission, or willful misconduct of Contractor, Contractor is not liable for:

9.4.1.　errors or omissions in data or other information provided by County or third parties, or errors or omissions on the part of any payor, the Bank (as defined in Exhibit A), card issuer, or the Florida Department of Highway Safety and Motor Vehicles ("DHSMV");

9.4.2.　fraud, negligence or intentional acts of County and its agents and employees (including, without limitation, the disclosure of confidential information);

9.4.3.　any loss or liability resulting from the denial of credit by card issuers to any person or County's retention of any Card or any attempt to do so;

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9.4.4. County's failure to comply with any applicable laws, regulations, or rules, including, without limitation, any applicable PCI rules or regulations or those of the National Automated Clearing House Association ("NACHA") or Federal Reserve;

9.4.5. Any card-not-present transactions, unauthorized transactions, or prohibited transactions;

9.4.6. Any completed, failed, or misdirected Automated Clearing House ("ACH") entry; or

9.4.7. Any loss or liability related to permits, licenses, or registrations issued or caused to be issued and paid, or other transactions (such as, without limitation, the payment of taxes) consummated or not consummated, via Electronic Payment Services.

Additionally, the card issuer, not Contractor or the Bank, maintains information about a payor and is responsible for authorizing or declining each E-payment made with a card. Contractor is not liable for any loss or liability resulting from a denial of credit. After a card E-payment is authorized by a card issuer, Contractor has the right to decline such E-payment for its own protection, but has no obligation to do so and owes no duty to County to take such action; provided that Contractor is responsible to the extent it authorizes credit after the card issuer had declined payment (for example due to a software error on the part of Contractor). When Contractor forwards the card issuer's authorization to County or settles the E-payment. Contractor is in no way assuring or guaranteeing payment to County nor is Contractor waiving any right hereunder.

9.5. In no event will Contractor be liable for punitive, indirect, special, incidental, or consequential damages, without regard to the legal theory of such damages, in connection with, or arising out of, the provision of services pursuant to the Electronic Payment Services or the use of, or inability to use, the Electronic Payment Services provided hereunder. Subject to the exceptions below, in no event will Contractor's liability to County for damages relating to any Electronic Payment Services under any theory of liability or form of action exceed the lesser of: (a) the total amount of net fees (e.g., convenience, processing or service fees collected minus interchange fees and other third party charges) Contractor receives as a result of its provision of the Electronic Payment Services to County during the twelve (12) month period preceding the event that caused such damages, or (b) $75,000. The limitations in this Section 9.5 will not apply to: (i) Contractor's indemnification obligations with respect to Electronic Payment Services under this Agreement; (ii) any liability of Contractor for wrongful withholding of funds required to be remitted to County by Contractor or by any employee, officer, director, agent, consultant, contractor or subcontractor of Contractor, in which event the amount of liability would be the amount of wrongfully withheld funds, or (iii) Contractor's fraud, willful misconduct, or gross negligence.

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ARTICLE 10. INSURANCE

10.1.   Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

10.2.   Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

10.3.   On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.4.   Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.5.   All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

10.6.   If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to all such broader coverages and higher limits.   All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

10.7.   Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and

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defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

10.8.   Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

10.9.   Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

10.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

10.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

ARTICLE 11. TERMINATION

11.1.   This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board at any time prior to assignment to the Tax Collector. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County

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Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause

11.2.   This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

> 11.2.1. Contractor's repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;
>
> 11.2.2. By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or
>
> 11.2.3. By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE participants by County's Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by Contractor during the procurement or the performance of this Agreement.

11.3.   Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.4.   If this Agreement is terminated for convenience by County, Contractor shall be paid for any Services properly performed through the termination date specified in the written notice of termination. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with Section 11.1.

11.5.   Contractor may terminate the Electronic Payment Services portion of the Agreement in the event the agreement between Contractor and the applicable Bank is terminated for any reason. Contractor shall provide County with thirty (30) days' prior written notice of termination; provided however, that if such notice is not possible under the circumstances, Contractor shall provide County with such notice as is practicable under the circumstances. In the even the agreement between Contractor and the applicable Bank is terminated, Contractor will use commercially reasonable best efforts to replace that Bank with another financial institution, within ten (10) days after County has executed any required agreements (e.g. ,merchant agreement) with the new financial institution, to provide for the continuation of the Electronic Payment Services.

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11.6.   In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 12.   EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

12.1.   No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.   Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

ARTICLE 13.   MISCELLANEOUS

13.1.   Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

13.2.   Public Records. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

13.2.1. Keep and maintain public records required by County to perform the Services;

13.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

13.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

13.2.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County,

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Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, GARY MEHRINGER, AT (954) 357-5440; GMEHRINGER@BROWARD.ORG.

13.3.   <u>Audit Rights and Retention of Records</u>. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times, remotely accessible from Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Contractor shall pay the actual cost of County's audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

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Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

13.4.   Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County.   Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13.5.   Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement; provided, however, that no action taken by County in its regulatory authority shall excuse a breach of County's performance obligations hereunder.

13.6.   Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

13.7.   Third-Party Beneficiaries.   Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13.8.   Notice and Payment Address. For a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Contractor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

> FOR COUNTY:
> Broward County Records, Taxes and Treasury Division
> Attn: Gary Mehringer, Assistant Director
> 115 South Andrews Avenue, Suite A430
> Fort Lauderdale, Florida 33301
> Email address: gmehringer@broward.org

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FOR CONTRACTOR:

Daniel J. Veres

Executive Vice President

Grant Street Group

339 Sixth Avenue, Suite 1400

Pittsburgh, PA 15222

(412) 391-5555

Email address: dan.veres@grantstreet.com

13.9. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator, such approval not to be unreasonably withheld or delayed. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County, such consent not to be unreasonably withheld or delayed; provided, however that Contractor may assign any of its rights or obligations under this Agreement, in whole or in part, to: (a) an entity directly or indirectly controlling, controlled by, or under common control with Contractor; and/or (b) the successor (by sale, merger, reorganization or otherwise) to the applicable business operations of Contractor. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment upon any additional information that County may reasonably request from Contractor to determine approval of the requested assignment.

13.10. Assignment to Tax Collector; Transition Period Extension. Unless County or the Tax Collector provides written notice to the contrary to Contractor prior to January 7, 2025, on January 7, 2025, all rights and obligations of County under this Agreement shall be assigned in their entirety to the elected Tax Collector, and the Tax Collector shall provide written notice to Contractor of ratification of same no later than January 31, 2025. If the assignment is not ratified in writing by the Tax Collector by January 31, 2025, the Agreement shall automatically and immediately terminate, and other than the duties that survive the termination or expiration of the Agreement, County and Contractor shall have no further obligations under this Agreement. After any such assignment, Contractor shall look solely to the Tax Collector for the performance of County's former duties under the Agreement.

13.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's good faith exercise of judgment and care to the extent required for its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in

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connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

13.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.13. Compliance with Laws. Contractor and the System must comply with all Applicable Law, including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

13.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

13.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

13.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 13 of this Agreement, the provisions contained in Articles 1 through 13 shall prevail and be given effect.

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13.18. <u>Law, Jurisdiction, Venue, Waiver of Jury Trial</u>. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

13.19. <u>Amendments</u>. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

13.20. <u>Prior Agreements</u>. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

13.21. <u>HIPAA Compliance</u>. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at http://www.broward.org/Purchasing/Pages/StandardTerms.aspx. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

13.22. <u>Payable Interest</u>

13.22.1. <u>Payment of Interest</u>. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

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13.22.2. <u>Rate of Interest</u>. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

13.23. <u>Incorporation by Reference</u>. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

13.24. <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

13.25. <u>Use of County Logo</u>. Contractor shall not use County's name, logo, or otherwise refer to this Agreement in marketing or publicity materials without prior written consent from County.

13.26. <u>Drug-Free Workplace</u>. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

(The remainder of this page is intentionally left blank.)

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20__, and Contractor, signing by and through its _____ duly authorized to execute same.

<u>COUNTY</u>

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

_____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By:_____

_____ day of _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

Scott Andron
Digitally signed by Scott Andron
Date: 2021.08.30 09:55:29 -04'00'

By: _____
Scott Andron   (Date)
Assistant County Attorney

Digitally signed by Rene D. Harrod
Reason: Approved as to Form
Location: Broward County Attorney's Office
Date: 2021.08.30 09:50:47 -04'00'

By: _____
René D. Harrod   (Date)
Chief Deputy County Attorney

SA/jc
Grant Street Amended and Restated Agreement
08/27/2021
#582920

**AMENDED AND RESTATED SYSTEM AND SERVICES AGREEMENT
BETWEEN BROWARD COUNTY AND GRANT STREET GROUP, INC.**

<u>CONTRACTOR</u>

WITNESSES: GRANT STREET GROUP, INC.

---DocuSigned by:---
Helen Johns
---30ADC3D669134DF...---
Signature

By: ---DocuSigned by:--- *Daniel J Veres* _____
   ---59A6762976D7431...---
              Authorized Signor

Helen Johns
Print Name of Witness above

Daniel J. Veres
Executive Vice President_____
Print Name and Title

---DocuSigned by:---
Ruth kennedy _____
---B2A25D2D3F67413...---
Signature

26 day of August, 2021

Ruth Kennedy_____
Print Name of Witness above

ATTEST:

_____
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

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Exhibit A
Statement of Work

Contractor and County agree that Contractor shall provide the following Services:

1. Services Summary

Contractor provides a hosted tax collection, billing, and distribution system ("TaxSys") and related services, including integrated payment processing. In addition, Contractor provides TaxSys system support, maintenance, updates, releases, and training on an ongoing basis. The core TaxSys system has been in place in Broward County since September 30, 2009, and features and functionality have been added since that time via contract amendments and work authorizations. Current TaxSys modules and related services are listed below.

TaxSys is a hosted, web-based, tax calculation, collection, billing, cashiering, and distribution system. It is fully integrated and uses a single, relational, normalized database to store all information. TaxSys is a Software as a Service (SaaS) platform delivered over the internet and, as such, supports any computing system with a modern web browser and an internet connection, including mobile devices. The solution platform includes high availability and disaster recovery capabilities.

TaxSys includes:
- Web Portal and Interface: TaxSys includes a customized public website for inquiry, research, payment, and report downloads. Customers have the option to log in to create a profile and save their payment information for easy checkout for future payments.
- Identity and Access Management: Each user has a distinct login ID and password. IDs will be suspended after a set number of unsuccessful login attempts. Every action performed on the site is logged and viewable only by TaxSys administrators.
- Remote/Mobile Access: Any computer or mobile device with a modern web browser can use all TaxSys functionality.
- Customizable Reporting: TaxSys contains a report creation tool in each module. TaxSys allows for automated customized reporting with scheduling capabilities and also features ad-hoc and executive-level reporting functionality in every module, including business intelligence visualizations for graphs and charts.
- Document/Content Management: TaxSys supports integration with third-party document management systems. TaxSys can provide metadata to these systems that corresponds with images taken from TaxSys and can query these systems based on shared data (e.g., parcel number). If images in the system are accessible via a web browser, TaxSys can also link directly to images from appropriate screens in TaxSys. Notes, documents, and images can also be stored directly in TaxSys.
- Automated Forms and Letter Generation: TaxSys allows for correspondence and form letter templates to be created and generated by users.
- Configurable Business Rules: TaxSys functions are configurable according to business rules established by counties.

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- Accessible and Integrated Set of Data: The TaxSys reporting tool makes all system data readily accessible to any user with proper access permissions.

2. Specific Services

A. Tax Calculation, Billing, Collection, and Distribution
The "core" of the TaxSys system includes its tax, cashiering, and distribution modules.
- The Property Tax modules manage all functions related to property tax accounts and bills, including current and delinquent real estate, tangible, and centrally assessed accounts. In TaxSys, any number of working tax roll years can be active at a given time, and no separate handling is required to "archive" accounts or "move" them to a delinquent system. Rather, all activities are date driven and, as accounts become delinquent, appropriate business rules are automatically applied. The module tracks both ad valorem and non-ad valorem taxes, including Property-Assessed Clean Energy (PACE) programs.
- Business Tax module lets County staff manage activities related to local business tax accounts including renewals, receipts, and correspondence.
- Tourist Development Tax module lets County staff manage accounts, returns, audits, and correspondence for tourist tax accounts.
- Cashiering, Accounting, and Distribution are fully integrated with all Tax and Florida Department of Highway Safety and Motor Vehicle (DHSMV)-related modules. The Cashiering module is used for point-of-sale cashiering of tax bills and Florida Realtime Vehicle Information System (DHSMV system) transactions, imports of bulk payments from high-speed vendors, miscellaneous items such as Hunting & Fishing, and any other payment activities, including credit card and e-check payments made by taxpayers on the public website.
- Using Accounting reports, staff can report on accounting activity directly in TaxSys to see how payments are being allocated into each general ledger account and exported into the County's Enterprise Resource Planning (ERP) system. The total integration of Distribution with Cashiering, Tax, and DHSMV modules provides real time consolidated distribution reporting.
- Enforcement module tracks enforcement and collection activities across tax types and facilitates these activities by consolidating information from multiple TaxSys modules. Enforcement accounts can be assigned to agents, prioritized, and their progress tracked, all within TaxSys. Agents can update accounts, make notes, and take payments directly into TaxSys from the field, with no uploading or syncing necessary.

Many TaxSys functions are available to all of TaxSys. These include robust, customizable searching and reporting, extensive user notes including call logging, reminders, and document attachment, full audit trails and system logs, linking of accounts across modules, and many other features.

Contractor provides the capability for the County to exchange personal property tax account data with external vendors for delinquent collection and enforcement processes. In conjunction with these external enforcement processes, TaxSys allows the assignment, collection, and distribution

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of additional collection fees on each delinquent personal property account, as determined applicable by the County.

B. Electronic Payment Services – PaymentExpress

PaymentExpress is fully integrated with TaxSys and allows the County to accept all major credit and debit cards (Visa, MasterCard, American Express, Discover Card) (collectively, a "Card"), and e-checks. Payments made Cards or e-checks shall be referred to collectively as "E-payments." An individual or entity making E-Payments to the County share be referred to as a "Payor."

Electronic payment services include:
> All payment types: credit/debit card, PIN debit, e-check
> Mobile payments (via mobile friendly websites and apps)
> Customer wallet (payment warehousing)
> Contactless payments (e.g., Apple Pay, Samsung Pay)
> Point-to-Point Encryption (P2PE)
> Support for Europay, MasterCard, and Visa (EMV) chip card payment global standard
> Integration with other systems including client's banks, existing in-house applications, and vendor applications

In providing Electronic Payment Services, Contractor will engage the services of financial intermediaries, including an acquiring bank and Card processor (collectively "the Bank"), in order for Contractor to process E-payments, including Card payments from VISA, Inc., MasterCard International, Inc., American Express, and Discover® Network (each an "Association" and collectively the "Associations"). In order for Contractor to process Card payments for County, County must have executed a merchant agreement with the Bank.

Contractor delivers funds to County's bank account or accounts according to preferred rules for transfer dates and aggregation. Contractor will provide the following electronic payment reporting for all Card transactions:

1. Authorization and Capture Reports - Per Card transaction detail for research and investigation.
2. Clearing and Settlement Reports - Batch (settlement) level detail for all transactions.
3. Statements - Detail for reconciliation of settled funds and deposited funds.

Processing of Disputes. Contractor shall provide staff for a first level help line during normal business hours (i.e., 8 A.M. to 6 P.M. Eastern Time Monday through Friday) to respond promptly to inquiries from Payors regarding any disputed E-payment and shall seek to resolve any disputes amicably with the applicable Payor. In seeking to resolve disputes, Contractor may be required to engage County, the Bank, the Associations, or other third parties. The Bank has reserved the right to charge Contractor any applicable Association fees or charges, on account of refunds, chargebacks or excessive inquiries, as assessed by the Associations. In the event the Bank levies any such fees, charges, or reimbursements against Contractor, Contractor reserves the right to assess such fees, charges, or reimbursements against County, so long as such fees, charges, or

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reimbursements were not caused by Contractor's negligence or willful misconduct, and will be permitted to bill County for same, provided that Contractor provides County with documentation supporting such fees, charges, or reimbursements. In the event County takes information regarding any claim or defense by a Payor with respect to a disputed E-payment, County agrees to provide Contractor with information in relation to the disputed payment transaction.

Chargebacks. For purposes of this Agreement, "Chargebacks" shall mean the return of funds to a customer, forcibly initiated by the customer's issuing bank. Contractor is not liable for Chargebacks or other subsequent refusals for settlement initiated by any Payor, or any transactional fees, charges, or costs imposed by the Bank, Issuer, or other third party that may be associated therewith. All such chargebacks and/or refusal for settlement by a Payor will be credited to the Payor and County must mark in TaxSys (or any other applicable system) as "unpaid" all bills to which the contested payments were applied, within two (2) business days after receipt of email notification from Contractor. In the event of any such Chargeback and/or refusal for settlement, and the imposition of any transactional fees, charges, or costs associated therewith, County shall allow the Bank or Contractor to debit the amount of any such Chargeback, plus the amount of any associated fees, charges, or costs, from County's Receiving Account.

E-Check transactions: TaxSys reports detail the status of all E-check transactions. Fraud, insufficient funds, invalid/closed/frozen accounts, or disputed claims may result in unpaid E-check transactions. Unpaid E-check transactions are tracked through TaxSys reports.

For all E-payment transactions, the applicable bank will deliver the "Primary Amount" (that is, the portion of the total payment that excludes convenience, service and/or processing fees) of the transaction by credit to the County's receiving account equal to the reconciled summary of E-payments since the previous credit. Separately, the Bank will deliver convenience, processing, and/or service fees to Contractor's designated operating account.

Any credits to Contractor's operating account and County's receiving account as set forth above are provisional only and subject to revocation by the bank until such time that the E-payment is final and no longer subject to chargeback by the issuer, cardholder, or Associations.

In the event the Bank, Associations, Issuers, or the Department of Highway Safety and Motor Vehicles ("DHSMV") increase their fees, Contractor may increase the Electronic Payment Services fees (as stated only in Exhibit B) correspondingly upon thirty (30) days' advance written notice to County; however, such increased charges must be approved in writing by the Contract Administrator within the thirty (30) days' advance written notice period, which approval shall not be unreasonably withheld. Furthermore, the increased Electronic Payment Services fees shall only become effective upon County approval and shall not take effect until the thirty (30) days' advance written notice period has expired. In the event Contractor increases charges before the thirty (30) days' advance notice period expires, the County's Purchasing Director shall have the ability to terminate only the Electronic Payment Services portion of the Agreement with written notice.

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To the extent County comes into possession of any Card information of any Payor, County agrees it will handle such information in compliance with any applicable standards set forth by the PCI Security Standards Council, as amended by the PCI from time to time (the "PCI Standards"), as well as the requirements of Florida law, provided that if there is any requirement that Florida law would require County to handle any Card information in a manner that conflicts with that required by the PCI Standards, County shall notify Contractor in writing immediately upon becoming aware of such conflicts in order that Contractor may seek appropriate relief, which may include without limitation, termination of the Electronic Payment Services provided with at least thirty (30) days' prior written notice.

All standard Card or E-payment terms not defined herein shall the meaning ascribed to such terms in the then-current Security Standards Council's Payment Card Industry operating rules, standards, and/or guidelines.

C. ACH Validation Service

The National Automated Clearing House (NACHA) has a new WEB Debit Account Validation Rule. Contractor will provide an ACH validation service so County will be in compliance with the new NACHA rule by March 19, 2022. This service will reduce the number of invalid ACH transactions, in addition to being in compliance with the new rule.

D. Online Escrow Tax Payment Processing – EscrowExpress

EscrowExpress is a website for escrow servicing and mortgage companies. This site allows banks and other entities that pay a large number of tax bills (e.g., taxes held in escrow for homeowners) to manage their own payment process, with no work required by County. Contractor provides support for EscrowExpress users via phone and email.

Using EscrowExpress, tax servicing companies can:
> Download tax roll information, including delinquent taxes, amounts due, and other data.
> Upload a request file of the accounts they intend to pay.
> Upload a payment file listing the accounts they are paying with amounts paid.
> View statistics and reports on their requests and payments.
> Request refund of unused funds.
> Be informed via email or by notifications on the website of activities on their accounts, such as a payment request from another escrow company or payment by the taxpayer.
> Receive immediate and helpful feedback for any file errors, including file format errors, missing or invalid accounts, or other errors.

Within TaxSys, there is an administrative dashboard for County users to view EscrowExpress users, user activity, and progress on the site. The escrow tax servicing and mortgage companies pay a per account user fee directly to Contractor for the EscrowExpress services. This fee arrangement is in place throughout the State of Florida for all users of the site. There is no fee to County.

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Contractor will provide the following functionality:

1. Escrow Company / Tax Servicing Agent Functionality:

    a. Download roll archive file - download a file of roll information for all accounts, including due amounts, delinquent taxes, and other information.
    b. Upload Request File - upload the list of accounts for which the company plans to make a payment.
    c. Upload Payment File – upload a file listing all accounts they intend to pay taxes for and the associated amount to pay.
    d. View archived uploads - All file uploads will be stored and catalogued permanently within the System, along with the relevant statistics and reports.
    e. View statistics and reports, including:
        i.   Total count of accounts requested
        ii.   Total count of accounts paid
        iii. Total amount paid
        iv.   Total count of accounts with unpaid delinquent taxes
        v.   List of problem records from upload, with details of error.
    f. View file import errors – improperly formatted import files will be rejected, with appropriate error messages to assist in resolving issues.
    g. Request refund of unused funds

2. Administrative Functionality:

    Administrative dashboard view via TaxSys to monitor EscrowExpress user activity and progress on the site, such as:

    a. Roll file download date
    b. Request file upload date
    c. Payment file upload date
    d. Amount deposited
    e. Total Paid and number of accounts paid
    f. Refund requested, date and amount

Prior to applying payment for taxes due, an EscrowExpress user must send a check/ACH/wire to Customer. This payment is recorded and the funds are credited to the user. The money then becomes available to use for payment of taxes.

E. FRVIS Cashiering and Distribution – FRVIS Interface

The FRVIS interface is a cashiering and distribution application that allows County to cashier transactions from the DHSMV FRVIS system directly within TaxSys. These transactions include all the motor vehicle related services (e.g., tags and titles) that the County provides on behalf of DHSMV. Users can then use reporting and distribution features of TaxSys to track these funds.

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At a minimum, Contractor shall provide the following functionality:

1. Interface Functionality:

    a. A FRVIS database will be configured for the County's Auto Tag office.
    b. This includes setting up wireless routers that will allow Contractor to connect to the County's State DHSMV databases.
    c. The DHSMV will provide Contractor with database credentials for County users, which will then be entered into TaxSys for use in processing FRVIS Express transactions.
    d. Contractor to setup, install, maintain, support, and troubleshoot routers for the duration of this agreement.
    e. DHSMV ledger types will be imported into TaxSys from FRVIS2000.
    f. Distribution rules and funding agencies will also be setup in TaxSys.
    g. This will assist in weekly, monthly, and annual reporting.

2. Cashiering Functionality:

    a. Cashier completes transaction (e.g., title and/ or registration) in FRVIS2000 as they currently do.
    b. Cashier then utilizes the Cashiering > Posting page in TaxSys and selects the FRVIS Item Type.
    c. Cashier enters FRVIS batch number and hits Enter.
    d. The renewal cashiered in FRVIS2000 will then pull into the TaxSys shopping cart.
    e. Cashier selects and enters the appropriate Payment Type.
    f. Cashier clicks Check Out and completes transaction.

3. High-Speed Functionality:

    a. Ordinary FRVIS High-speed files can be imported to TaxSys as individually cashiered transactions.
    b. The breakdown of specific FRVIS fees will be included for each transaction.
    c. Any over/short amounts for each transaction will be included.
    d. TaxSys will record each tender as a Check.

F.   Online Registration Renewals – RenewExpress

RenewExpress is an online vehicle and vessel registration renewal system that allows the County to provide direct services to customers for vehicle and vessel tag renewal payments. Customers receive an email reminder when it is almost time to renew their vehicle or vessel registration. RenewExpress is integrated with TaxSys and PaymentExpress.

RenewExpress functionality includes, at a minimum:

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a. Automatic import of monthly DHSMV renewal data file.
b. Interface with DHSMV for real time eligibility web service (once Contractor and DHSMV complete testing) to provide immediate status of renewal to customer.
c. Automated emails to customers
d. Email to customer confirming a credit card transaction
e. Email to customer communicating status of renewal
f. Renewal file delivery to County's FTP
g. Each day an .OUT file is generated by TaxSys and placed on the County's FTP site. This file contains the data for all online renewals received the previous day
h. The .OUT file is then uploaded into FRVIS2000 (DHSMV) for Cashiering batches in that system
i. Once the FRVIS2000 processing completes, it will create an .IN file which will automatically be picked up and processed by TaxSys.
j. TaxSys will automatically void any rejected renewals, sending the funds back to the payee, and e-mailing them to notify them of the rejection.
k. If the customer overpays by an amount more than the overpayment margin, TaxSys will automatically perform a Good Money Void to adjust the tender amount and return the amount overpaid to the customer.
l. TaxSys will automatically close the previous day's RenewExpress cashiering batch.
m. TaxSys will automatically update the TaxSys receipts and ledgers with the FRVIS batch information, including the breakdown of FRVIS fees.
n. Interface with PaymentExpress (Contractor) for e-payment processing.

Customer Functionality

a. Public website for customers to renew and pay for registrations online
b. Optional mailing and permanent address change requests

Administrative Functionality

a. Screens to import and export RenewExpress renewal files to FRVIS and monitor file transfer activity
b. Screens to view requested address changes and "check off" once they are completed in FRVIS. (Address change feature is optional and can be disabled.)
c. Reporting on RenewExpress activity
d. REx Address Changes - Address changes requested from taxpayers online in RenewExpress
e. REx Over/Short - Displays the difference between the amount paid by the customer and the FRVIS amount due

G. Online Local Business Tax Applications – BTExpress

BTExpress is an online portal which allows taxpayers to apply for and make changes to their local business tax accounts. Taxpayer requests are added to TaxSys and await approval by County

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staff. The BTExpress application workflow process is customized to suit the County's specific application requirements. The system guides the taxpayer through the process of completing the Local Business Tax application, asking questions which are configurable by the County, and even prompts the customer to upload required documentation.

When the taxpayer's application is complete, it is queued up for review by County staff as part of an approval workflow in TaxSys. The taxpayer is notified by email if the application is approved, or of any changes are necessary.

BTExpress functionality includes, at a minimum:

Applying for New Business Tax Account

a. BTExpress will allow business name/location, and separate mailing name/location
b. BTExpress will collect information about the registered Fictitious Name of the business; and registration number
c. True/False statements used to identify the business type and necessary supporting documentation: BTExpress may provide links for "more information" to explain the specific statements, if the County chooses to include such links
d. EIN or SSN will be associated with the accounts
e. Customer email addresses are necessary
f. BTExpress will show a list of the required supporting documentation necessary for the type of business account
g. BTExpress may include information to applicants about Business Tax Exemptions
h. BTExpress will allow applicants to submit supporting documents through upload into the system, and allow applicant to delete uploaded documents: (currently only one page image files, no PDF)
i. BTExpress will include a link to County's Business Tax email account (to be established by Broward) for requesting more information, sending documents, etc.
j. BTExpress will display an Affidavit page: applicant must agree to the affidavit to submit an application; system will allow applicant to go "back" to correct anything in the application before proceeding with the affidavit; system will allow applicant to "Cancel" the application if they do not agree with affidavit – and applicant required to "confirm" the cancellation
k. BTExpress will display a "Completed" page: confirming the application was submitted to County, and explaining any necessary further steps
l. Applicants will receive a confirmation email that they must respond to – this will activate the application for review by County
m. BTExpress will send emails once County has approved or rejected the LBT application
n. Rejected applications: email will explain reason(s) for the rejection or denial

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o. For approved applications, the approval email will list the required documentation that must be submitted to County

p. Upon approval by County, TaxSys will prompt County staff to create the Business Tax Receipt

Requesting a change to Business Tax Account

a. BTExpress will contain an account search feature by name, address, or account number

b. BTExpress will require confirmation before requesting a change that requires additional fee(s)

c. Applicants must verify their identity by SSN or EIN association with the LBT account before requesting a change to an account

d. BTExpress may provide True/False statements about the requested change to account; with links to "more information" to explain the statements

e. BTExpress will allow supporting documentation uploads to accounts. At this time, only image files are supported and must be limited to one page uploaded at a time.

f. BTExpress will display a Business and Owner page where updates to information can be entered; including email account information

g. Requested changes will include page for registered Fictitious Name and registration number

h. Requested changes will require an Affidavit page with feature to go back to requested changes, or to cancel

i. Requested changes will receive a "Completed" page, confirming change was submitted to County

j. Applicants will receive a confirmation email that they must respond to – this will activate the change request for review by County.

k. BTExpress will send emails once County has approved or rejected the requested changes to the LBT account.

l. For rejected change requests, the email will explain reason(s) for the rejection or denial.

m. For approved change requests, the approval email will include a link to the TaxSys public site where users can view the updated fee information. The email format will permit County to insert information regarding: necessary fees, necessary documentation that must be provided, necessary preliminary steps that must be taken before the change request can be processed.

Functionality for County Staff

a. BTExpress will provide a user "Dashboard" showing new applications and requested changes for review; and the current status of all applications and requested changes.

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b. BTExpress will allow applications to be placed in a various statuses: Approved/Rejected/On Hold

c. BTExpress will allow staff to edit applications for error correction

d. BT Express will allow staff to enter notes into the LBT application

e. When rejecting an application, BT Express will require the County user to enter notes and select a reason for the rejection/denial

f. For approved applications, users will be sent an email containing a link to the TaxSys public site where they can review account specific information.

   i. BTExpress will allow County staff to send a confirmation email informing the applicant that the requested change(s) cannot be processed, and to list the reason(s) and any preliminary steps that must be taken before the request can be processed.

   ii. BTExpress will allow a change request to be rejected by County and placed in a denial status.

For rejected/denied change requests: an email will be generated where County can insert the reason(s) the change request cannot be processed.

H. Electronic Billing of Tax Notices and Reminders

The TaxSys e-billing product allows taxpayers to sign up online to receive electronic bills. Whenever paper tax bills are mailed, or anytime you choose, these taxpayers receive an e-bill in their inbox customized to match the County's paper tax bill, complete with a link to pay online. e-bills can serve as a replacement to paper bills, or as a supplement to paper bills to encourage on-time and online payment.

E-billing functionality includes, at a minimum:

a. Taxpayer functionality:

   (1) Sign up for e-bills online and confirm their subscription
   (2) Receive tax bills by email
   (3) Pay bills using a link in the email directly to the payment page of the public website
   (4) Unsubscribe from e-bills if they no longer wish to receive them

b. Administrative functionality:

   (1) Sign taxpayers up for e-bills if they provide an email address
   (2) Send e-bills in bulk or for individual accounts
   (3) Configure a 'cover message' to be included at the top of the e-bills
   (4) Reporting on e-bill subscriptions (number of subscribers, which accounts are subscribed)

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I. Online Tourist Tax Filing and Remittance – TouristExpress

TouristExpress allows taxpayers to file returns and make payments securely online. Access to Tourist Development Tax accounts from the website is controlled by the County via an approval workflow, to ensure the security of confidential tourist development tax information.

Contractor also provides a payment warehouse feature which allows online tourist taxpayers to save their bank payment remittance information and retrieve them for future recurring online tourist tax payments. This customized website includes:

Payments Remittance Functionality:
- Review, sort, manage tourist tax accounts
- Select qualified accounts for online tourist tax payments
- Ability for tourist customers to enter and store their bank financial information
- Retrieve bank financial information from the payment warehousing feature to remit additional tourist tax payments
- Payments Warehousing feature is at no cost to taxpayers

Administrator Functionality
- View information on remitted tourist tax payments
- View information on tourist taxpayers
- View and administer payments

J. Delinquent Tax Products Portal – LienHub

LienHub is a web portal which unifies Contractor's suite of delinquent real property products and features, including selling tax certificates, selling county held tax certificates, and managing tax certificates and applying for tax deeds:

Bidder Management
- As allowed by Contractor, the Manage Bidders feature allows users to create new bidder accounts and edit existing bidder records.
- Users can designate bidders for specific purposes including participating in tax certificate auctions and purchasing county-held certificates.

Online Payments

Users can manage information necessary to:
- Pay online via ACH for tax certificate deposits and purchases, transfers, and tax deed applications.
- Receive ACH redemption payments (if used by County).

Tax Certificate Auctions
- County can submit auction details and determine items to be listed for sale in the annual tax certificate auction through TaxSys.
- Once the advertised list is created, County can control the status of advertised items (available or unavailable for sale) through TaxSys.

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- Bidders can register to bid, research advertised items, and submit bids with LienHub.
- Auction results are posted per the schedule specified by County, and bidders can view results and pay for purchases via ACH on the LienHub site.
- After the auction, results are imported from the auction site to TaxSys.

Sales of County-held Certificates
- In the LienHub County-Held Certificate Module, users can search and view all county-held tax certificates made available for sale by Contractor and purchase certificates online on a first-come, first-served basis.
- Payments for purchases are done via ACH.

Tax Certificate Management
In the LienHub My Portfolio Module, users can:
- View all certificates purchased by their designated bidders and see details and the status of each certificate.
- Obtain tax deed application estimates, apply for tax deed application on eligible certificates, and pay for tax deed applications through LienHub.
- Transfer eligible certificates held by their bidders to other bidders, provided any bidder receiving a transfer is also associated with a LienHub user and has satisfied any County requirements (e.g., submitting ACH redemption information).
- View details of any redemption payments issued to their bidders, including the certificates included in each payment.

Online 1099-INT Distribution
- Users can elect to receive electronic 1099-INT forms in lieu of paper forms through LienHub.
- County can use TaxSys to publish electronic 1099-INT forms to LienHub and opt for electronic-only delivery for bidders who elected not to receive paper copies.

Note: In order to provide ACH services for LienHub related payments (e.g. deposits and final payments for the tax sale, county-held certificate purchases, and tax deed applications), Contractor uses a third-party ACH provider, First Data Corporation. In doing so, Contractor is considered a reseller of ACH services. As such, the requirements of Exhibit I, Delinquent Tax Products ACH Services, shall apply to all ACH transactions involving LienHub.

K. Integrated Property Information Reports (TitleExpress®)
Contractor creates and delivers, electronically through the System, Property Information Reports (PIR) requested by County in conjunction with tax deed applications. Contractor relies on the accuracy of the legal description supplied by County when searching property-based records for names and addresses of the parties entitled to receive notice of the tax deed sale.

TitleExpress functionality includes, at a minimum:

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1. Using templates provided by County, Contractor shall provide Creation/editing of six, electronic print-based tax deed management templates, which templates shall be approved in writing by County:
    a. Pre-Warning Notices
    b. Sheriff A
    c. Sheriff B
    d. Warning
    e. Surplus
    f. Certified Mailing List

2. TaxSys shall support the following functionality with respect to tax deed management templates:
    a. Bulk action printing of all six tax deed management templates;
    b. Extraction of data from TaxSys and imported PIRs, including full legal descriptions;
    c. Automated system notes when tax deed management templates are generated and printed individually or by bulk action;
    d. Automated stored images of any notice generated and/or printed from tax deed management templates after printing individually or by bulk action, with such images saved to each tax account associated with the generated notices;

3. Electronic ordering of PIRs & Updates, including automated system notes to indicate the date, the TaxSys user requesting each report, and automated bill ledger entries for each requested report;

4. Electronic tracking of PIRs & Template printing actions, which shall include:
    a. Automated System Notes: posted when an PIR and/or Update is requested and when an PIR and/or Update is imported.
    b. Automated Group Email Notification: sent to designated email recipients when PIRs are imported to TaxSys.
    c. Reporting Functionality for Tax Deed Module: providing for report searches of PIR request and imported report status, searches of template printing actions by property account number.

5. Electronic receipt of PIRs imported to the property account associated with each tax deed application number. All PIRs shall contain data which can be extracted to tax deed management templates, including full legal descriptions.

6. PIRs and other title documentation shall be electronically available and associated with the corresponding tax deed application;

7. Electronically-generated "parties to notify" summary sheet identifying the names and addresses listed on the PIR to receive notification, which can be edited by County to add names and addresses of any additional parties that County elects to enter to the summary sheet and/or TaxSys;

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8. Printing feature permitting all PIR, title documentation, and tax deed management templates to be printed individually or in bulk, including:

   a. Automated system notes to each tax account after the printing feature is used individually or by bulk action;
   b. Automated image storage of each generated tax deed management notice after generated and printed from tax deed management templates, stored in system notes to each tax account associated with the generated notice.

9. All tax deed management template functions shall also be made available for use in Contractor's Demo and Beta testing environments.

10. Creation of TitleExpress user guidance material and inclusion of such material to TaxSys Delinquent Real Estate Guide.

L. DeedAuction

Contractor provides a customized website version of DeedAuction offering qualified real estate properties, under approved and certified Tax Deed Applications, at online public auction as prescribed by F.S. 197.502/512/522/532/542/552/582 and County's related policies and procedures. This customized website includes:

a. Investor Functionality:

   1) Review, sort, manage files of properties set for tax deed auction.
   2) Register for the tax deed auction, participate in the bidding process, and determine settlement amounts, including recording fees.
   3) Make deposit payments via Automated Clearing House (ACH), wire transfers, or other forms of payment types approved by County (e.g., cash, cashier's check).
      a) ACH deposit payments will be automatically accounted for on the auction system, and the funds will be deposited in the County account as specified by the County.
      b) Wire deposit payments will be entered into the auction system by the County, as well as other forms of approved payments (e.g., cash, cashier's check).
   4) Indicate final payment method, which shall include wire transfer or other approved payment method. County will enter the final payment amount into the auction system. ACH payments will not be accepted for final payments.
   5) Access and download tax deed sale reports, including sale results and winning bidders.

b. Administrator Functionality:

   1) Auction results, including winning bidder information, sale price, surplus amount, and fee information, will be available to County users in the TaxSys Tax Collection and Billing Application.

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2) Redemption of properties in TaxSys scheduled for deed sale will automatically update/cancel the property for sale in the auction system.
3) County users can view information on auctioned properties/tax deeds.
4) County users can view information on investors.
5) County users can view and administer payments.
6) Ability to communicate information and announcements to investors.
7) Website is free for tax deed auctions on applications filed by the County (County held application auctions will be held on a different date than investor held application auctions).

Enforcement Module

Contractor shall provide full access to the Enforcement module within the TaxSys Tax Collection and Billing application.

This module includes, at a minimum, the following:

Contractor-provided Services

1. Ability to create Enforcements for TPP accounts and BT accounts
2. Modify an Enforcement
3. Log an Enforcement Action against an already created Enforcement
4. Modify a particular Enforcement Action

Ability to create Payment Plans

1. Modify a Payment Plan
2. Accept payments against a Payment Plan
3. Calculate a payment plan payoff amount
4. Cancel a Payment Plan
5. Ability to generate and print reports from the Enforcement module including the use of report subscriptions
6. Ability to identify Payment Plans behind schedule

Administrative Functionality

1. Ability to Add Action Types on the Enforcement > Administration > Action Types page
   a. Modify or Delete County-created Action Types

2. Ability to create account flags specific to the Enforcement module
   a. Modify, deactivate, or delete an account flag

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3. Ability to manage ledger types that are specific to the Enforcement module
4. Ability to manage and control the settings / configurations specific to the Enforcement module

Note: In order to provide ACH services for DeedAuction related payments (e.g. deposits and final payments for the tax deed sale), Contractor uses a third-party ACH provider, First Data Corporation. In doing so, Contractor is considered a reseller of ACH services. As such, the requirements of Exhibit I, Delinquent Tax Products ACH Services, shall apply to all ACH transactions involving DeedAuction.

3. Reporting

Contractor provides integration of PaymentExpress and TaxSys, which allows for all reporting functionality, including e-payments, to be conducted in TaxSys. TaxSys provides an interface for generating customized reports across all areas of the system. Users are able to build any needed report, choosing their own customized selection criteria and presentation options.

Within each module, or key functional area, there is a Reports tab that includes this reporting tool. The report building tool functions the same way across all modules, but the specific reports that can be generated are dependent on which module is being used. Reports in the Cashiering and Administration modules can be used to report on cashiering and administration data pertaining to all functional areas.

4. Role Based Access Controls

TaxSys employs a role-based access control (RBAC) system that allows a TaxSys administrator to control the modules, tabs, workflows, functions, and data each user or user type (i.e., clerk) is permitted to view and/or modify. Each user is assigned to a "role" according to their job function. Any number of user roles can be configured. This permissions system also allows a county TaxSys administrator to configure customized user roles for other agencies and third parties, to grant them access to limited data and functionality directly in the system, without compromising overall system security in any way.

TaxSys administrators can set up new roles, add users to roles, and control permissions for a role at the module, page, table, and field level directly in the TaxSys user interface. TaxSys administrators control whether users can edit certain fields or whether the fields are read-only. Security is controlled primarily by role, but TaxSys administrators can additionally make restrictions on individual users. Reports on the permissions for each role, user activity, and changes to user accounts are also available. User role permissions management is conducted on an administrative screen within TaxSys.

5. System Notes and Reports for Account-Level and Administrative Actions

Every action taken in TaxSys (other than simply viewing information) writes a "system note," indicating the action performed and the user that performed it. These system notes form an audit trail of all actions in the system. This includes account-level actions (e.g., modifying an address, posting a payment) as well as general or administrative actions such as:

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- Changing user permissions (RBAC)
- Creating new users, disabling user accounts
- Changing configurations

6. Public Website

TaxSys includes a customized public website for inquiry, research, payment, and report downloads for public access. Images, colors, and other look-and-feel elements of the site are customized to match the County's homepage. This public site uses the same centralized, normalized database as the regular TaxSys site, and therefore all information is updated in real-time.

7. Interfaces

Contractor provides interfaces between TaxSys and the following systems:
- Department of Highway Safety and Motor Vehicles (DHSMV) Florida Realtime Vehicle Information System (FRVIS) – for payment transaction activity required in the FRVIS interface cashiering and Renew Express online payment portal.
- County's PeopleSoft Financial System – for tax and redemption refund processing.
- County's Lockbox payment processing provider – for outgoing positive payment files to the lockbox provider and incoming customer payment (AR) and transaction image files.
- Tax roll load files from the County's Property Appraiser.
- Automated correction files from the County's Property Appraiser.
- Name and address update files from the County's Property Appraiser.
- Internal Revenue Service (IRS) 1099 and Taxpayer Identification Number (TIN) verification data.
- Realtime lookup capabilities for high-speed remittance processing applications.
- Interface with DHSMV's ORION system for cashiering of driver licenses, if applicable.

Data Export Capabilities

Contractor provides system data export capabilities for the following:

Bulk print file export for mass printing:
- > Property tax bills
- > Local business tax receipts
- > Tourist development tax returns
- > Bulk tax roll data export for public data requests
- > Department of Revenue reporting and data exports to satisfy annual reporting requirements

8. Equipment

County currently utilizes Contractor-provided Ingenico iPP320 PIN Debit devices for over-the-counter cashiering.

Contractor will replace, at County's expense, the Broward County Records, Taxes and Treasury Division's forty-seven (47) current PIN debit devices with new PIN debit devices based on

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specifications provided by Contractor and approved by County. The new PIN debit devices will be Ingenico Lane/5000 models (or equivalent), which are intended to support Point-to-Point Encryption (P2PE), contactless, and EMV (chip) payments. The installation of the PIN debit devices will take place at a time which will be mutually agreed upon by the Parties.

Contractor will repair or replace defective PIN debit devices during the term of this Agreement. County shall be solely responsible for maintaining and replacing the PIN debit devices for reasons other than defects, including replacement for obsolescence. Obsolescence shall include, but is not limited to, any loss in the utility of a PIN debit device as a result of any action of or determination by the Payment Card Industry (PCI) Security Standards Council (SSC), the Associations, or any other rule setting body as set forth in Section 8.20 of the Agreement.

9. Documentation

TaxSys business process documentation is maintained online within the Confluence web portal. Step-by-step training tutorials and certain user guides are maintained within the application.

10. Communication and Reports

Contractor provides an issue tracking and management system (JIRA/Confluence) as well as telephonic, email and remote support. Communications between Contractor and County are conducted via the issue tracking and management system, email, remote and onsite meetings.

Contractor provides monthly system logs, as well as annual security and compliance reports for audit purposes and in conjunction with contract requirements.

11. Training

Training for any new system modules and functionality will be provided by Contractor in a mutually agreed-upon format and duration.

Ongoing system refresher training will be made available by Contractor two times per year in a mutually agreed upon format and duration.

Contractor provides County with a testing environment where new product functionality can be tested before it is released to production. Contractor also provides County with a Demo environment that is refreshed with production data twice a week. The Test and Demo systems can also be refreshed upon a reasonable request from County.

12. Optional Services

A. Transition & Disentanglement Services

The Parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Contractor to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations ("Disentanglement") is a

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critical objective of the Parties and a material obligation of Contractor under this Agreement. All obligations of Contractor under this Agreement shall be construed consistent with this objective.

At request of County, Contractor shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the Software and, to the extent applicable, transitioning to a new software, system, or provider.

B.   Additional Products and Support and Maintenance

County may from time-to-time purchase from Contractor any additional products, including without limitation software licenses or subscriptions, firmware, equipment, modules, and/or support and maintenance ("Optional Services"). If and to the extent the County so elects to purchase such Optional Services via a purchase order or a Work Authorization (with an accompanying Statement of Work, if applicable), as County determines appropriate, the Optional Services shall be subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

C.   Professional Services

County may from time-to-time purchase from Contractor any professional services such as consulting, professional services, training, or other hourly services ("Additional Services"). If and to the extent the County so elects to purchase Additional Services via a purchase order or a Work Authorization (with an accompanying Statement of Work, if applicable), as County determines appropriate, the Additional Services shall be subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

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Exhibit B
Payment Schedule

1.   Annual License/Support and Maintenance Services Fee ("Recurring Fee"). The Recurring Fee shall be invoiced semi-annually in advance as set forth herein for each support period ("Support Period"), which commences each October 1 and continues through September 30 during the term of the Agreement. For each Support Period, the first installment of the Recurring Fee will be invoiced on November 1 and the second installment of the Recurring Fee will be invoiced on June 1.

The Recurring Fee covers all licenses and subscription fees for Licensed Software and System and all Support and Maintenance for same under the Agreement.

The annual Recurring Fee for the Initial Term shall be as follows:
    Year 1 - $728,200
    Year 2 - $779,174
    Year 3 - $833,716
    Year 4 - $892,077

For any Extension Term, the Recurring Fee shall be the Recurring Fee in effect for the immediately preceding Support Period plus an annual increase in the amount of three percent (3%) or the change in the Consumer Price Index ("CPI"), whichever is less. However, in the event CPI is higher than three percent (3%), Contractor and Tax Collector may negotiate a higher annual escalator not to exceed five percent (5%). The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index for June prior to the upcoming renewal term. The CPI previous period shall mean the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale (All Items), with the base period of 1982-84 = 100.

2.   Equipment Fees.

PIN debit devices, as described in Item 8 of Exhibit A: $411.55 per device.

3.   EscrowExpress Fee.
In consideration for escrow payment processing services, Contractor shall collect an amount not to exceed $0.50 per account, which shall be paid directly from entities making such escrow tax payments. County shall support Contractor's efforts to collect charges associated with escrow payment processing, including sending user entities a letter advising them of the charges. There is no additional fee to County for this service.

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4. <u>Pass-Through Fees.</u>

Pass-through fees are collected by County from third-party users and passed through directly to Contractor, at no cost to County. The following pass-through fees shall apply during the term of the Agreement:

a) LienHub® (online tax certificate sale)
- County shall apply an Auction Listing Fee of $25 to each delinquent real estate tax bill on or before the date the advertised file is marked as published in TaxSys. County shall pay (or caused to be paid) such fees to Contractor as a result of: (i) delinquent bill payments prior to the tax sale, (ii) sale of tax certificates, or (iii) purchase or redemption of county-held tax certificates.
- For each tax certificate sold in error or canceled, Contractor will receive no fee.
- *Note: Upon termination or expiration of the Agreement, Contractor shall continue to invoice County or successor/assignee on a quarterly basis for fees earned from tax certificates struck to the County, which are later purchased or redeemed, until all fees owed to Contractor have been paid.*

b) LienHub (online tax deed applications)
- $100 per tax deed application (TDA) processed via LienHub.
- There shall be no charge to County for TDAs made by County for County-Held Certificates.

c) TitleExpress® (integrated Property Information Reports)
- $250 for each Property Information Report (PIR) requested via TaxSys.
- Such fee shall be collected from tax certificate holder at the time the certificate holder makes a TDA. In the event a PIR has been requested via TaxSys prior to the delinquent taxes being redeemed or the TDA being cancelled, Contractor will be paid its fee.
- There shall be no cost for PIR updates requested by County within fourteen (14) months of the original PIR. If more than fourteen (14) months passes before ordering an update, any such update shall be subject to a fee.

d) DeedAuction® (Online Tax Deed Sales)
- $75 per tax deed listed (advertised) for sale

e) Electronic Payment Services (PaymentExpress® and RenewExpress®)
- Credit and Signature Debit Card Fees
  i. Tax:
     - Per transaction - MasterCard, VISA, American Express, and Discover
     - Over-the-Counter - 2.55% service fee
     - Online - 2.55% service fee
     - $1.95 minimum transaction fee
  ii. DHSMV, Hunting & Fishing, Miscellaneous
     - Per transaction - MasterCard, VISA, American Express, and Discover

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- ○ Over-the-Counter - 2.55% convenience fee
- ○ $1.95 minimum transaction fee
- PIN Debit Fees
  - i. $1.95 per transaction
- E-Check Fees
  - i. Tax
    - ○ Online - FREE ($0.00)
- Online DHSMV Registration Renewals (RenewExpress)
  - i. Credit and Signature Debit Cards
    - ○ $3.50 processing fee per renewal
  - ii. E-check
    - ○ FREE ($0.00)

Except for fees related to EscrowExpress and automatic distribution of delinquent pass-through fees, all fees described above shall be paid by wire transfer or ACH in accordance with instructions provided by Contractor.

5. <u>ACH Validation Fees:</u> $0.25 per ACH validation, to maximum of $30,000 per Support Period.

6. <u>Additional Services Hourly Rate</u>
   > During the term of the Agreement, any work that falls outside of the scope of services shall be billed at Contractor's professional services hourly rate of $275 per hour. The $275 per hour rate is a blended rate covering all of Contractor's professional staffing positions and is inclusive of travel related expenses.
   > The hourly rate shall escalate annually at the rate of three percent (3%) or the change in the CPI, whichever is less.

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Exhibit C
Security Requirements

1. Security and Access. Any access by Contractor to any aspect of the County's internal administrative network must comply at all times with all applicable County access and security standards, as well as any other or additional restrictions or standards for which County provides written notice to Contractor. Contractor will provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with County security standards. If at any point in time County, in the sole discretion of its Chief Information Officer, determines that Contractor's access to any aspect of the County's network presents an unacceptable security risk, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's Chief Information Officer, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to the County network to Contractor).

2. Managed Services; Professional Services; Third-Party Vendors. Upon termination or separation of Contractor's employees who performed Services to County under the Agreement or who had access to County Data, Contractor must ensure such employees' access to County Data and network is promptly disabled. If applicable, Contractor shall ensure all Contractor's employees with access to County's network via an Active Directory account have signed County's Information Resources User Acknowledgement form prior to accessing County's network. Contractor shall provide privacy and information security training to its employees with access the County's network upon hire and at least once annually. If any unauthorized party is successful in accessing any information technology component related to the Contractor, including but not limited to servers or fail-over servers where County Data or files exist or are housed, Contractor shall report to County within twenty-four (24) hours of becoming aware of such breach. Contractor shall provide County with a detailed incident report within five (5) days after the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications. Contractor shall not release non-public County Data or copies of non-public County Data without the advance written consent of County.

3. **Payment Card Industry (PCI) Compliance**. Contractor shall comply with the most recent version of the Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"). Prior to the Effective Date, after any significant change to the cardholder data environment ("CDE"), and annually Contractor shall provide to County: A copy of their Annual PCI DSS Attestation of Compliance ("AOC"); A written acknowledgement of responsibility for the security of cardholder data the Contractor possesses or otherwise stores, accesses, processes or transmits on behalf of the County, or to the extent that the Contractor could impact the security of the County's cardholder data environment. A PCI DSS responsibility matrix that outlines the exact PCI DSS Controls are the responsibility of the service Contractor and which controls the service Contractor shares responsibility with the County. Contractor shall follow the VISA

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Cardholder Information Security Program ("CISP") payment Application Best Practices and Audit Procedures and maintain current validation. If Contractor subcontracts or in any way outsources the CDE processing, or provides an API which redirects or transmits County Data to a payment gateway, Contractor is responsible for maintaining PCI compliance for their API and providing the AOC for the subcontractor or payment gateway to the County. Mobile payment application providers must follow industry best practices such as VISA Cardholder Information Security Program ("CISP") or OWASP for secure coding and transmission of payment card data. Contractor agrees that it is responsible for the security of the County's cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data. Contractor will immediately notify County if it learns that it is no longer PCI DSS compliant and will immediately provide County the steps being taken to remediate the noncompliant status. In no event should Contractor's notification to County be later than seven (7) calendar days after Contractor learns it is no longer PCI DSS complaint.

Contractor shall enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure. (PCI 12.3.8) Contractor shall activate remote access from vendors and business partners into County network only when needed by vendors and partners, with immediate deactivation after use. (PCI 12.3.9) Contractor shall implement encryption and two-factor authentication for securing remote access (non-console access) from outside the network into the County's environment with access to any stored credit card data. (PCI 8.3) Contractor shall maintain a file integrity monitoring program to ensure critical file system changes are monitored and approved with respect to County Data. (PCI 10.5.5) All inbound and outbound connections to County's CDE must use Transport Layer Security (TLS) 1.2 or current industry equivalent (whichever is higher).

4. **Data and Privacy**. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation the Florida Information Protection Act of 2014, Florida Statutes Section 501.171, and shall ensure that County Data processed, transmitted, or stored in the System is not accessed, transmitted or stored outside the continental United States, except for international payments to the County, email notifications to County customers through a third party deliverable services, and international employees with access to the Contractor Platform for production support who fall under the Contractor's System and Organizational Controls (SOC) Reporting. Contractor may not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 817.568 or Section 817.5685) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If and to the extent requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

5. **Equipment Leased or Purchased from Contractor**. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

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(a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;

(b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;

(c) shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;

(d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;

(e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);

(f) ensure the Equipment is not within three (3) years from its end of life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;

(g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original Equipment manufacturer's website; and

(a) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

6.   **Application Development Services**. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall develop, implement, and comply with industry-standard secure coding best practices.

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Exhibit D
Support and Maintenance Minimum Standards

Contractor shall provide County with Support and Maintenance so as to ensure and maintain optimal performance of the Licensed Software and System consistent with the Statement of Work and the Documentation, which service shall include the following:

> Timely response and resolution of any errors, defects, malfunctions, or other issues affecting the use or performance of the Licensed Software or System (collectively, "Events") in keeping with the Required Response Times stated below;

> Providing and facilitating the installation of updates, upgrades, and releases as they are made available to Contractor's other clients;

> Notifying County of patches and updates affecting security, and applying, testing, and validating the appropriate patches and updates and/or workarounds on a test version of the application before distribution.

> On-call availability via telephone and e-mail during normal business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the Licensed Software or System;

> Emergency availability via telephone and e-mail after hours to receive and respond to specific technical problems and questions relating to the operation or functionality of the Licensed Software or System;

> Use of ongoing best efforts to maintain the optimal functioning of the Licensed Software and System, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the Software;

> Routine notification to County as it becomes available of new or updated information pertaining to the Licensed Software, System, or the Documentation.

Support and Maintenance shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the Software shall be provided via electronic communication and for download via the Internet, if practicable. To the extent necessary to resolve an Event or other support request, Contractor shall provide support on-site at any office or location of a Broward County agency. Contractor agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software. If in the reasonable opinion of County, the personnel provided are not acceptable, Contractor agrees to provide suitable replacements.

Required Response Times. Upon notice by County of an Event, Contractor shall address and resolve the Event consistent with the following priority, response, and resolution levels:

Priority Description	Definition	Response Time After Notice	Resolution Time after Notice
Critical	Event that renders the System and/or interfaces	1 hour during normal business hours; or within 1 hour of beginning of next business day	Work until corrected

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Priority Description	Definition	Response Time After Notice	Resolution Time after Notice
	inoperable or allows unauthorized access.	if outside of normal business hours	
Severe	Event that results in a significant impairment of performance of the System or impairs essential operations or allows unauthorized access.	2 hours during normal business hours; or within 1 hour of beginning of next business day if outside of normal business hours	Work until corrected during normal business hours
Minor	Event that has minor impact to County's business and that does not impact normal operation of the System.	3 hours during normal business hours; or next business day if outside of normal business hours	Future patch or release
Minimal	Event that has minimal impact or no impact on County's business.	3 hours during normal business hours; or next business day if outside of normal business hours	Future release

Notwithstanding the above-stated schedule, Contractor shall use its continuing best efforts to correct the Event as expeditiously as it can. The Priority Description for each error or issue shall be reasonably determined by the Contract Administrator.

Records and Reports. Contractor will maintain records of all Support and Maintenance requested and/or provided, and provide County with online access to an Event ticketing system, which shall include at least the following:

a) Date, time, and name of contact for each Event;
b) Date and time of response by Contractor;
c) Description of Event and analysis of error, defect, or other issue causing Event;
d) All steps and actions taken to resolve the Event;
e) Date and time of resolution and County representative notified of resolution; and
f) All equipment and/or labor costs associated with resolution.

At the request of County, Contractor shall provide monthly reports of the foregoing records as well as statistics of Contractor's average monthly compliance with the Required Response Times.

Failure to Meet Required Response Times. If Contractor fails to meet the Required Response Times, County may offset against any sums due Contractor by $1,000 for each Event that Contractor failed to meet the Required Response Time, which amount the Parties agree is a fair and reasonable approximation of County's negative financial impact caused by the delay in Contractor's response.

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Exhibit E
Minimum Insurance Requirements
INSURANCE REQUIREMENTS

Project: Tax Collection and Billing System
Agency: Records, Taxes and Treasury Division

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☑ Commercial General Liability ☑ Premises–Operations ☐ XCU Explosion/Collapse/Underground ☑ Products/Completed Operations Hazard ☑ Contractual Insurance ☑ Broad Form Property Damage ☑ Independent Contractors ☑ Personal Injury **Per Occurrence or Claims-Made:** ☑ Per Occurrence ☐ Claims-Made **Gen'l Aggregate Limit Applies per:** ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☑	☑	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	$1,000,000	$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☑ Comprehensive Form ☑ Owned ☑ Hired ☑ Non-owned ☑ Any Auto, If applicable *Note: May be waived if no driving will be done in performance of services/project.*			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	$500,000	
☐ **EXCESS LIABILITY / UMBRELLA** **Per Occurrence or Claims-Made:** ☑ Per Occurrence ☐ Claims-Made *Note: May be used to supplement minimum liability coverage requirements.*					
☑ **WORKER'S COMPENSATION**	N/A	☑	Each Accident	**STATUTORY LIMITS**	
☑ **EMPLOYER'S LIABILITY**			Each Accident	$100,000	
☑ **CYBER LIABILITY**	N/A		Each Claim:	$2,000,000	$4,000,000
			*Maximum Deductible:	$100,000	
☑ **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**	N/A		Each Claim:	$1,000,000	
			*Maximum Deductible:	$100,000	
☐ **CRIME / EMPLOYEE DISHONESTY**			Each Claim:		

Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A. POUNALL
Date: 2021.06.11
16:16:55 -04'00'

Risk Management Division

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Exhibit F
Work Authorization

Agreement Title: _____

Agreement Date: _____

Contract Number: _____

Work Authorization No. _____

Contractor: _____

This Work Authorization is between Broward County and Contractor pursuant to the Agreement. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Contractor. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of County's Notice to Proceed until _____ days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

Services to be provided:

To be determined when and if needed.

The applicable not-to-exceed amount stated in the Agreement for the work at issue is: $[_____].

The total fee for goods and services under this Work Authorization is: $[_____] ("Total Fee").

The Total Fee shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

(*Signatures appear on the following page.*)

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Authorization, effective as of the date the last party signs this Work Authorization.

County

_____
Project Manager   Date

_____
Contract Administrator   Date

Approved as to form by Office of the
Broward County Attorney:

_____
Board or Designee   Date

_____
Assistant County Attorney   Date

Contractor   [Name of Contractor]

WITNESSES

_____
Signature

_____
Signed   Date

_____
Print/Type Name

_____
Print/Type Name

_____
Title

_____
Signature

_____
Print/Type Name

ATTEST

_____
  Signed   Date

_____
(Print/Type Name of Secretary)

CORPORATE SEAL

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Exhibit G
Service Level Agreement

Any capitalized terms not defined herein refer to those defined terms in the Agreement.

1.   **Security**

1.1.   **General**

1.1.1. Contractor will ensure that County has the ability to authenticate all access by username/password or two-factor authentication. Upon request by County, Contractor shall restrict access to County Data to a specific source static IP address.

1.1.2. Contractor shall ensure that separation of duties and least privilege are enforced for privileged or administrative access to County's data and the Contractor Platform.

1.1.3. Contractor's procedures for the following must be documented and provided to County within 10 days of the Effective Date of the Agreement:

1.1.3.1.	Evaluating security alerts and vulnerabilities;
1.1.3.2.	Installing security patches and service packs;
1.1.3.3.	Intrusion detection, incident response, and incident escalation/investigation;
1.1.3.4.	Access and authorization procedures and resetting access controls (e.g., password policy);
1.1.3.5.	Risk analysis and assessment procedures;
1.1.3.6.	User access and termination procedures;
1.1.3.7.	Security log review;
1.1.3.8.	Physical facility access controls; and
1.1.3.9.	Change control procedures.

1.1.4. Contractor shall ensure that its service providers, subconsultants, and any third parties performing any Services relating to this Agreement shall comply with all terms and conditions specified in this SLA unless County, in writing, excuses specific compliance with any such term or condition. Contractor shall provide County with a list of any such service providers, subconsultants or other third-parties on an annual basis, upon County's request, and promptly upon a material change in the composition of such entities.

1.1.5. If new or unanticipated threats or hazards to the Contractor Platform are discovered by either County or Contractor, or if existing safeguards have ceased to function, the discovering party shall immediately bring the situation to the attention of the other party.

1.1.6. Contractor must mitigate critical or high risk vulnerabilities to the Contractor Platform as defined by Common Vulnerability and Exposures (CVE) scoring system within 30 days of patch

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release. If Contractor is unable to apply a patch to remedy the vulnerability, Contractor must utilize mitigation controls based on risk. Contractor will inform County, when appropriate, in regards to mitigation efforts of any critical high risk vulnerabilities.

1.2.   **Controls**

1.2.1.   Prior to the commencement of any services, at least once annually, and upon request by County for the duration of this Agreement, Contractor shall provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II, Report for the Contractor, as well as any third party that provide hosting, SaaS, or data storage services for the Contractor Platform, inclusive of all five trust principles (Privacy, Security, Availability, Processing Integrity, and Confidentiality Trust Service Principles), unless Provider and County otherwise agree or unless the County's Chief Information Officer in his or her sole discretion approves other documentation of appropriate security controls implemented by Contractor. If the audit opinion in the SOC 2, Type II report is qualified in any way, Contractor shall provide sufficient documentation to demonstrate remediation of the issue(s) to the satisfaction of the County's Chief Information Officer.

1.2.2.   Contractor shall maintain industry best practices for data privacy, security, and recovery measures including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Unless otherwise provided in this SLA, upon request by County, Contractor shall provide documentation of such procedures and practices to County.

1.3.   **Network Architecture/Security**

1.3.1. The Contractor Platform shall be protected behind a layer of firewalls, the initial configuration diagram of which must be approved by County prior to Final Acceptance. Any subsequent significant changes to the configuration diagram will be provided to County prior to implementation. Contractor shall ensure that all database servers are protected behind a second set of internal firewalls.

1.3.2. Contractor shall submit a network architecture diagram of County's stored and transmitted data, including the location of data center and details of connectivity from all third parties who have access to County's data.

1.3.3. Contractor shall protect any Internet interfaces or web services provided under this Agreement using a security certificate from a certification authority ("CA") that meets or exceeds the CA/Browser Forum's latest Secure Sockets Layer ("SSL") baseline requirements and network and certificate systems security requirements.

1.3.4. Contractor shall restrict inbound and outbound traffic to County network to "deny all, permit by exception" configuration.

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1.3.5. Contractor will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards (whichever is higher) for the connection to the Contractor Platform.

1.3.6. Contractor's wireless networks connected to the Contractor Platform shall be configured at a minimum using Wi-Fi Protected Access 2 (WPA2)-Enterprise, Advanced Encryption Standard (AES), and Protected Extensible Authentication Protocol (PEAP), current industry security standards (or whichever is higher) to secure and protect County Data.

1.4. Physical Architecture/Security

1.4.1. Contractor shall ensure the facilities that house the network infrastructure for the Contractor Platform are physically secure against threats such as unauthorized access and natural and environmental hazards, and entry controls are in place to limit and monitor physical access to the Contractor Platform.

1.4.2. Contractor shall connect its hosting site for the Contractor Platform through at least two (2) independent Internet Service Providers ("ISPs") with different Internet points of presence.

1.4.3. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Data. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall provide privacy and information security training to its employees upon hire and at least once annually.

1.5. Disaster Recovery

1.5.1. Contractor shall maintain a disaster recovery plan for the Contractor Platform with mirrored sites geographically separated by at least 250 miles, with a Recovery Time Objective ("RTO") of a maximum of eight (8) hours and a Recovery Point Objective ("RPO") of a maximum of four (4) hours from the incident.

1.5.2. Contractor shall provide County at least 30 days' notice of Contractor's annual disaster recovery test of Contractor's hosted or SaaS system that comprises the Contractor Platform under this Agreement. The timing and duration of the test will be coordinated with County and County may participate in the testing.

1.6. Incident Response

1.6.1. If any unauthorized party is successful in accessing any information technology component related to the Contractor Platform, including but not limited to servers or fail-over servers where County's data or files exist or are housed, Contractor shall report to County within twenty-four (24) hours of becoming aware of such breach. Contractor shall provide County with a detailed incident report within five (5) days of the breach, including remedial measures

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instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations that involve the Contractor's infrastructure relating to any County Data or County applications. Contractor shall not release County Data or copies of County Data without the advance written consent of County.

1.6.2.   Contractor shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents prior to the Effective Date of this Agreement.

1.7.   **County Data**

1.7.1.   Contractor shall maintain controls that ensure separation of County Data. Contractor agrees to provide at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards (or whichever is higher) for social security numbers, taxpayer identification numbers, employer identification numbers, bank account numbers, passwords, cardholder data, and any other data such as Protected Health Information ("PHI") and Personally Identifiable Information ("PII") or as otherwise directed by County on all copies of such data stored, transmitted, or processed, on Contractor Platform at no additional charge to County, and shall classify such data internally at its highest confidentiality level. Contractor shall also ensure that the encryption key(s) are not stored with the encrypted data. Contractor shall immediately notify County of any compromise of the encryption keys. Contractor shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data defined in this paragraph.

1.7.2.   Any County Data must be available to County upon request within fourteen (14) business days, in any format reasonably requested by County, including, without limitation, Comma Separated Values ("CSV"), Extensible Markup Language ("XML") and Structured Query Language ("SQL"), or in another format as may be mutually agreed to by County and Contractor.

1.7.3.   Upon termination or expiration of this Agreement or end of serviceable life of any media used in connection with this Agreement, and upon written notification from County that the applicable County Data is currently maintained by County or otherwise securely stored, Contractor shall, at County's option, (a) securely destroy all media (including media used for backups) containing any County Data on all decommissioned hard drives or storage media to National Institute of Standards and Technology ("NIST") standards and provide to County a signed certificate of destruction within ten (10) business days, or (b) return to County all County Data and provide a signed certification within two (2) business days documenting that no County Data is retained by Contractor in any format or media.

1.7.4.   County Data is the property solely of County and may not be reproduced or used by Contractor without the prior written consent of County. Contractor and its subcontractors will not publish, transmit, release, sell, or disclose any County Data to any third party without County's prior written consent.

1.7.5.   County shall have the right to use the Services to provide public access to County Data as

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County deems appropriate or as otherwise required by law.

1.7.6.   In the event of any impermissible disclosure, loss or destruction of County Data relating to any action or omission of Contractor, Contractor must immediately notify County, take all reasonable and necessary steps to mitigate any potential harm, further disclosure, loss, or destruction.

2.   **Compliance**

2.1.   Contractor shall cooperate and provide any information requested by County relating to compliance and regulatory requirements. A request for information or review by County may include, but is not limited to, the following:

2.1.1.   Vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, and database applications;

2.1.2.   Automated scans and penetration ("Pen") tests performed by County personnel or agents designated by County;

2.1.3.   Review of requested documents, via a remote conference or onsite at Contractor's offices, including without limitation, Contractor's architecture documents, external audits of Contractor's information security policies and procedures, Pen- test documentation, security incident reports, environment logs, virtual private network ("VPN") access logs to terminal services, network traffic and firewall activity logs, Intrusion Detection System ("IDS") attack alerts and anomalies, enterprise password management activity, server and application logs, and monthly or periodic network traffic and firewall activity logs; and

2.1.4.   Physical inspection of Contractor's facilities by County or its representatives.

2.2.   Contractor shall provide County with the ability to generate account reports consisting of the account holder's name and application access rights.

2.3.   Contractor shall provide County with the ability to generate account management reports showing new users, access rights changes, and account termination with the associated time stamp information.

2.4.   Contractor shall provide County with the ability to generate time-stamped user and administrator access (login/logout) and a list of activities performed by administrators, privileged users, or third party contractors while using the System.

2.5.   Upon request by County, Contractor shall promptly provide County with access to time-stamped data transfer logs (including the account, a description of the data transferred and its size, and the user and account names for forensic purposes), and time-stamped data backup logs indicating the backup type (e.g., full, incremental, etc.).

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2.6.   Upon County's request, Contractor shall make available to the County proof of Contractor's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Contractor's latest compliance reports (e.g., PCI Compliance report, SSAE 18 report), and any other proof of compliance as may be required from time to time.

3.   **Service Availability**

3.1.   **System Availability**

3.1.1.   Contractor guarantees that the Network Uptime (as defined herein) will be 99.5% of Prime Time (defined as County business days from 7 a.m. – 7 p.m. Eastern Time) and 98.0% of non-Prime Time for each calendar month during the term of the Agreement, excluding Scheduled Maintenance as defined herein (collectively, the "Network Uptime Guarantee"). Network Uptime is the time that the System and Services are functioning and operational, and requires proper functioning of all network infrastructure, including routers, switches, and cabling, affecting a user's ability to reliably transmit or receive data; Network Downtime is the remainder of time that is not included in Network Uptime, and is measured from the time the trouble ticket is opened to the time the network is fully restored. As long as the System is available over the Internet to at least two other comparable non-County customers (i.e., the System is functioning properly and there are no technical issues with Contractor or the Contractor Platform), any inability on the part of County to access the System as a result of a general Internet outage, County Internet outage, or County internal network outage, will not be counted toward Network Downtime. System unavailability for the purpose of building redundancy or other recovery systems that is approved by County in advance shall not be charged as downtime in computing the Network Downtime. System unavailability due to Contractor's equipment failure constitutes Network Downtime.

3.1.2.   Contractor will credit County three percent (3%) of the monthly fees (or monthly pro rata equivalent, if recurring fees under the Agreement are charged other than monthly) under the Agreement for each thirty (30) minutes of Network Downtime in excess of that permitted under the Network Uptime Guarantee (capped at 10% of County's monthly or pro rata fee), measured on a calendar month basis. Such credits will be applied against amounts due under any unpaid or future invoice.

3.1.3.   Normal availability of the System shall be twenty-four (24) hours per day, seven (7) days per week. Planned downtime (i.e., taking the System offline such that it is not accessible to County) ("Scheduled Maintenance") shall occur during non-Prime Time and with at least five (5) business days' advance written notice to County. Contractor may conduct Scheduled Maintenance at other times without advance notice only with written consent from County, which consent will not be unreasonably withheld. During non-Prime Time, Contractor may perform routine maintenance operations that do not require the System to be taken offline but may have immaterial effects on System performance and response time without any notice to

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County. Such degradation in performance and response time shall not be deemed Network Downtime. All changes that are expected to take more than four (4) hours to implement or are likely to impact user workflow require County's prior written approval, which will not be unreasonably withheld.

3.1.4.   By the tenth day of each calendar month, Contractor shall provide to County a report detailing Contractor's performance under this SLA for the prior calendar month. To the extent the performance fails to meet the Network Uptime Guarantee, the report shall calculate: the total number of minutes of uptime for each of Prime Time and non-Prime Time; the total number of minutes for each of Prime Time and non-Prime Time minus any applicable Scheduled Maintenance, respectively; and the percentage of uptime versus total time minus Scheduled Maintenance for each (e.g., monthly minutes of non-Prime Time network uptime / (Total minutes of non-Prime Time – Minutes of Scheduled Maintenance) =   %).

3.1.5.   Contractor guarantees the functioning of all equipment components necessary for Contractor to provide the Services, the Contractor Platform, and meet System availability requirements stated in this SLA.

3.2.   **Infrastructure Management**

3.2.1.   During Prime Time, Contractor shall ensure packet loss of less than one percent (1%) and less than sixty (60) milliseconds domestic latency within the Contractor Platform. Contractor shall maintain sufficient bandwidth to the Contractor Platform and ensure the server processing time (or CPU processing capacity) to provide millisecond response times from the server. County and Contractor recognize that end user response times are dependent on intermittent ISP network connectivity, and in the case of County's users, dependent on County's internal network health.

3.2.2.   To the extent the Contractor Platform provides or supports public access to users in Broward County or through the County's web pages, Contractor's Services shall support up to 500,000 site hits per calendar day and capture the number of site hits by page for performance to standards reporting.

3.2.3.   Contractor shall ensure that an unlimited number of transactions may be processed to County production database. Subject to County approval, Contractor may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if Contractor determines that such reports and queries cause degradation to response times affecting performance levels established in this SLA.

3.2.4.   Contractor will retain all database records relevant to the conduct of business, unless instructed otherwise by County.

3.2.5.   Contractor shall routinely apply upgrades, new releases, and enhancements to the Contractor Platform as they become available and shall ensure that these changes will not

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adversely affect the Contractor Platform.

3.2.6.   To the extent the Contractor Platform includes an ad-hoc reporting tool or standard reports, Contractor agrees to provide unlimited access to such functionality to County. Contractor agrees to support an unlimited number of queries and reports against County's Data. County agrees that Contractor may put reasonable size limits on queries and reports to maintain System performance, provided such limits do not materially impact County's regular business operations.

3.2.7.   Contractor shall conduct full, encrypted System backups (including System and user data) weekly and shall conduct incremental, encrypted backups daily. Encrypted backups will be written to a backup device with sufficient capacity to handle the data. Contractor shall maintain a complete current set of encrypted backups for County's System, including County Data, at a remote, off-site "hardened" facility from which data can be retrieved within one (1) business day at any point in time. Full System restoration performed as a recovery procedure after a natural disaster is included as part of Contractor's required Services under this Agreement. Upon County's request, Contractor shall also provide restoration of individual file(s).

3.2.8.   A development and test system, which shall mirror the production system, shall be made available for use by County for testing or training purposes upon two (2) business days' request, including without limitation, upon request for County's testing of application upgrades and fixes prior to installation in the production environment. County may control data that is populated on the demonstration and training system by requesting that Contractor perform any or all of the following:

> 3.2.8.1. periodically refresh data from production;
> 3.2.8.2. perform an ad-hoc refresh of data from production;
> 3.2.8.3. not refresh data from production until further notice from County; or
> 3.2.8.4. refresh data on an ad hoc basis with training data supplied by County.

3.3.   **Performance Monitoring and Hosting Capacity Increases**

3.3.1.   If requested by County, Contractor shall provide standard reporting metrics of the Contractor Platform to County on a monthly basis which shall include: traffic patterns by user and by time; server load, including central processing unit load, virtual memory, disk and input/output channel utilization; transmission control protocol load for each server allocated in part or in full to County System; and system errors in System, database, operating system, and each server allocated in part or in full to System.

3.3.2.   In the event County anticipates an increase in transaction volume or seeks to expand capacity beyond the limitations, if any, provided under the Agreement, Contractor will provide timeline and cost estimates to upgrade existing servers or deploy additional servers within fifteen (15) calendar days of written notice by County.

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4.   **Transition/Disentanglement**

4.1.   Contractor will complete the transition of any terminated Services to County and any replacement providers that County designates (collectively, the "Transferee"), without causing any unnecessary interruption of, or adverse impact on, the Services ("Disentanglement"). Contractor will work in good faith (including, upon request, with the Transferee) at no additional cost to County to develop an orderly Disentanglement plan that documents the tasks required to accomplish an orderly transition with minimal business interruption or expense for County. Upon request by County, Contractor shall cooperate, take any necessary additional action, and perform such additional tasks that County may reasonably request to ensure timely and orderly Disentanglement, which shall be provided at the rate(s) specified in the Agreement or, if no applicable rate is specified, at a reasonable additional fee upon written approval by the County. Specifically, and without limiting the foregoing, Contractor shall:

4.1.1.   Promptly provide the Transferee with all nonproprietary information needed to perform the Disentanglement, including, without limitation, County Data for data conversions, interface specifications, and data about related professional services;

4.1.2.   Promptly and orderly conclude all work in progress or provide documentation of work in progress to Transferee, as County may direct;

4.1.3.   If applicable, with reasonable prior written notice to County, remove its assets and equipment from County facilities;

4.1.4.   If County requests, and to the extent permitted under the applicable agreements, assign to the Transferee (or use its best efforts to obtain consent to such assignment where required) all contracts including third-party licenses and maintenance and support agreements, used by Contractor exclusively in connection with the Services. Contractor shall perform all of its obligations under such contracts at all times prior to the date of assignment, and Contractor shall reimburse County for any losses resulting from any failure to perform any such obligations;

4.1.5.   Deliver to Transferee all current, nonproprietary documentation and data related to County-owned assets and infrastructure. After confirming in writing with County that the applicable County Data is received intact or otherwise securely stored by County, Contractor shall securely erase all County Data, including on any hard drives and backup media, in accordance with NIST standards. Upon written consent from County, Contractor may retain one copy of documentation to the extent required for Contractor's archival purposes or warranty support.

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Exhibit H
American Express® Travel Related Services Company, Inc. (American Express) Card Acceptance

County is referred to herein as "Sponsored Merchant" for purposes of this Exhibit H. Contractor is referred to herein as the "Payment Service Provider" for purposes of this Exhibit H.

1. **American Express Compliance**.
Sponsored Merchant agrees to comply with all applicable laws, rules, and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

2. **Processing Restrictions.**
Sponsored Merchant is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

3. **Third Party Beneficiary Rights.**
a.   Sponsored Merchant confers on American Express the beneficiary rights, but not obligations, to the Sponsored Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Sponsored Merchant and Payment Service Provider and, as such, American Express has the express right to enforce the terms of the Agreement against the Sponsored Merchant.
b.   Sponsored Merchant warrants that it does not hold third party beneficiary rights to any agreements between Payment Service Provider and American Express and at no time will attempt to enforce any such agreements against American Express.

4. **American Express Liability.**
SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

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EXHIBIT I
DELINQUENT TAX PRODUCT ACH SERVICES

The provisions of this Exhibit I are applicable only to LienHub and DeedAuction. As used herein, the term "PayPoint Solution and Services" means First Data's proprietary solution that is an enterprise-wide electronic payment solution providing a single gateway access point for processing payment authorizations and settlements.

1.   County will comply with all applicable federal, state, and local laws, rules, regulations, and ordinances related to the operation, use, or utilization of the Contractor's Services and Hardware, including PayPoint Solution and Services.

2.   County will comply with all applicable National Automated Clearing House Association ("NACHA") Rules.

3.   Contractor ("Reseller") and/or First Data have the right to suspend County's use or utilization of the PayPoint Solution and Services if it reasonably determines that County has breached its material obligations hereunder regarding the PayPoint Solution and Services.

4.   Reseller and/or First Data have the right to terminate County's use or utilization of the PayPoint Solution and Services if it reasonably determines that County has breached its material obligations hereunder regarding the PayPoint Solution and Services, subject to written notice and a reasonable period of time to cure such breach.

5.   County agrees that: (a) upon request from First Data or Reseller at any time during County's use of the PayPoint Solution, County will complete any requested documentation and provide any requested information regarding County's use of the PayPoint Solution; (b) Reseller and First Data will have the right to reasonably audit County's use of the PayPoint Services at any time while County is utilizing the PayPoint Services, upon reasonable notice and during regular business hours; and (c) County will maintain a copy of each consumer's authorization for the longer of: (i) two (2) years or (ii) the period of time required by the NACHA Rules. County will provide to Reseller (for First Data) with legible copies of such authorizations within seven (7) days of Reseller's or First Data's request for them.

6.   County will not resell the PayPoint Solution and Services to any third parties.

7.   County hereby grants to Reseller of a limited, royalty-free, non-transferable license to use County's trademark, service mark, trade name or other proprietary designation on the PayPoint Administrative Site site during the term of this Agreement solely for use in connection with the PayPoint Solution and Services pursuant to this Agreement.

8.   County agrees that Reseller is authorized to obtain the services on County's behalf under the terms of this Agreement, as may be amended by Reseller and First Data, and, as between Reseller and First Data, Reseller is solely responsible to County for the provision of the

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PayPoint Solutions and Services to County; provided that the foregoing shall not limit First Data's obligations to Reseller under their PayPoint Solution Reseller Agreement.

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