



## SERVICE AGREEMENT

THIS AGREEMENT for information technology services (hereafter the "Agreement") is entered into this 1<sup>st</sup> day of April, 2016 (hereafter the "Effective Date") by and between Collin County, Texas, with offices located at 2300 Bloomdale Road, Suite 3160, McKinney, Texas 75071 (hereafter referred to as the "Client"), and Xerox Government Systems, LLC, a Delaware limited liability company, with its principal place of business located at 2025 Leestown Rd., Suite A-1 Lexington KY 40511 (hereafter "Xerox" or "Contractor"), referred to individually as Party and collectively as Parties.

In consideration of the mutual promises and covenants contained herein the Parties hereto agree as follows:

### **1.0 Scope of Services**

In consideration for the payments described in Section 2.0 hereof, Xerox will provide Client with the services described in each negotiated and fully executed Xerox Change Order. A sample Xerox Change Order is annexed hereto as Exhibit A.

### **2.0 Compensation and Payment Provisions**

Client shall make payments to Contractor for the services provided in the amount set forth in each Xerox Change Order. A sample Xerox Change Order is attached hereto as Exhibit A – Xerox Change Order. Client Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

### **3.0 Term**

The term of this Agreement (the "Term") will begin April 1, 2016 and end no later than September 30, 2018, unless earlier terminated or renewed in accordance with the provisions of this Agreement. Customer shall, at the end of the Term, have the option to extend the Agreement for two consecutive one-year periods.

### **4.0 Termination**

**4.1 Default by Xerox:** If Xerox defaults in the performance of any material obligation under this Agreement for a period of forty-five (45) days after the sending of notice to the address on this Agreement that it is in default, Client may, at its option, terminate the Agreement by delivering written notice to Xerox at the address in this document, and paying Xerox all sums due under this Agreement to the initial date of the default. Upon termination or cancellation of this Agreement, all software, and other Xerox-owned material will promptly be returned to Xerox.

**4.2 Default by Client:** If Client defaults in the performance of any material obligations under this Agreement for a period of forty-five (45) days after receiving notice of default from Xerox, Xerox may, at its option, terminate the Agreement at the end of that period. Xerox may terminate this Agreement by delivering written notice of termination to



Client. Upon termination of this Agreement, all equipment, software, and other Xerox-owned material will promptly be returned to Xerox.

- 4.3 Payment by Client:** In the event of termination pursuant to this section, Client shall equitably compensate Xerox for all services performed in accordance with the Agreement up to the effective termination date.

## **5.0 Warranty**

Xerox warrants that the services provided hereunder will be performed in a professional and workmanlike manner. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **6.0 Assignment**

The rights and obligations of each Party under this Agreement will not be assignable without the prior written consent of the other Party to this Agreement, and any attempt to assign them without such consent will be void. Notwithstanding the foregoing, Xerox may assign this Agreement to its successors by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets.

## **7.0 Applicable Law**

This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Texas and Venue to Collin County, Texas.

## **8.0 Modification**

This Agreement may only be modified by a written documentation signed by both Parties.

## **9.0 Limitation of Liability**

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONTRACTOR HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING ONE HUNDRED PERCENT (100%) OF THE FEES AND CHARGES PAID TO CONTRACTOR DURING THE PRECEEDING TWELVE MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF SUCH A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.



## 10.0 Expenses For Enforcement

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

## 11.0 Notices

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

### Notices to Client:

COLLIN COUNTY  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071

### Notices to Xerox:

Xerox Government Systems, LLC  
2025 Leestown Rd., Suite A-1  
Lexington KY 40511  
Attn.: Shayne Boyd

With copies to:

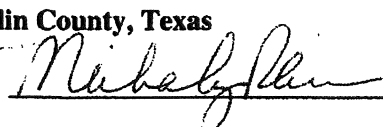
Xerox Government Systems, LLC  
8260 Willow Oaks Corporate Drive  
Fairfax, VA 22031  
Attn.: Contracts (LGS/Justice Solutions)

## 12.0 Integration

This Agreement, the attached exhibits, and any Software License Agreement executed by and between the Parties with respect to the subject matter described herein, constitute the entire agreement between the Parties. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of this Agreement and any attached exhibit, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Collin County, Texas

By: 

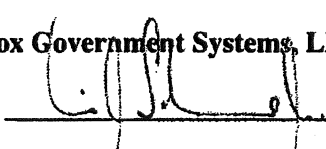
Name: Michalyn Rains, CPPO, CPPB

Title: Purchasing Agent

Date: 4-27-16

Xerox Service Agreement for Collin County, Texas.

Xerox Government Systems, LLC

By: 

Name: Louis Schiavone, Jr., VP

Date: April 12, 2016



**Exhibit A**

**Xerox Change Order**

|                                |                    |                      |                            |
|--------------------------------|--------------------|----------------------|----------------------------|
| <b>Contract Being Amended:</b> |                    |                      |                            |
| <b>Client:</b>                 |                    |                      |                            |
| <b>Title:</b>                  |                    |                      |                            |
| <b>Date:</b>                   |                    |                      |                            |
| <b>Requested by:</b>           | <b>Client Name</b> | <b>Organization:</b> | <b>Client Organization</b> |

**Proposed Change Description**

**Additional Services Provided under this Change Order**

**Justification**

**Affected Requirements**

**Impact on Cost**

**Impact on Schedule**

**Other Terms and Conditions**



### Payment Terms

Xerox will provide the fixed services as described in the Change Order, for the Fixed Price Services Fee of \$XXX exclusive of travel and living expenses (the "Fixed Price Services Fee").

Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251. .

Any changes that result in an increase of Xerox obligations under this Change Order will require an upward adjustment of the Fixed Price Services Fee.

### Change Order Services Fee

Client will pay Xerox the Fixed Price Services Fee according to the following Schedule:

| Milestone # | Milestone Description | Acceptance Criteria | Milestone Amount |
|-------------|-----------------------|---------------------|------------------|
| 1           |                       |                     |                  |
| 2           |                       |                     |                  |

### Change Order Approvals

BOTH parties must sign for this Change Order to be approved. Work on this Change Order may commence after the date of the last signature.

#### Xerox Government Systems, LLC

#### Client

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date