

PASCO COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
DIAL-UP ACCESS AGREEMENT

This Agreement is made between PASCO COUNTY, FLORIDA ("COUNTY") and ACCU-SCREEN, INC. ("CUSTOMER"), whose billing address is P.O. BOX 13829, Tampa, FL 33622-3829, for the purpose of providing the CUSTOMER with dial-up access to certain data, defined herein, which is accumulated and/or created by the COUNTY in the normal course of COUNTY business.

I. PERIOD OF AGREEMENT

This Agreement shall commence on the first day of the month following signature of the CUSTOMER and execution by the Board of County Commissioners of Pasco County and will remain in force until canceled in writing by either party. Written cancellation notice must be received by the COUNTY at least fifteen (15) days prior to the actual cancellation date. Said cancellation notice shall be addressed to: Pasco County Office of Management and Budget, 7530 Little Road, New Port Richey, FL 34654. Written amendments relative to various aspects of the Agreement may be required from time to time by the COUNTY, and the CUSTOMER will have the option of accepting amendment conditions or terminating the Agreement.

II. DATA AVAILABLE

The COUNTY will make available data related to various COUNTY activities. This Agreement specifically excludes those records exempted by Chapter 119 of the Florida Statutes, known as the Public Records Law.

III. RATES

The following specific conditions apply.

A. A deposit of One Hundred and 00/100 Dollars (\$100.00) will be required at the time of the execution of this Agreement by the CUSTOMER; said deposit will be refunded to the CUSTOMER at such time as this Agreement is terminated and after all fees for services have been paid to the COUNTY. In the event this Agreement is terminated by the COUNTY due to non-payment of fees by the CUSTOMER, all outstanding fees will be deducted from the deposit and the balance will be refunded to the CUSTOMER.

B. There will be an annual subscription fee of Fifty and 00/100 Dollars (\$50.00) to be paid at the time of execution of this Agreement by the CUSTOMER, and annually thereafter on the anniversary date of this Agreement.

C. There will be a monthly charge in the amount of ten and 00/100 Dollars (\$10.00), plus a charge of Ten Cents (\$.10) for each on-line transaction. (A "Transaction" is one screen of information. Every time the screen changes, you will be charged ten cents. If you use the page up or down keys, you will be charged ten cents each time you press the page key.)

D. The CUSTOMER will be invoiced on the first day of each month; invoices will be mailed on or about the tenth day of each month. Invoices are payable upon receipt. Payment default shall occur when an invoice is more than twenty (20) days past due. It is the COUNTY'S right to terminate service without notice for any CUSTOMER whose account is sixty (60) days past due. Reinstatement of services shall be provided upon payment of all past due invoices and a reinstatement fee of Fifty and 00/100 Dollars (\$50.00).

E. Any costs incurred by the COUNTY in the collection of default payments or returned checks will be billed to the CUSTOMER.

#### IV. SYSTEM AVAILABILITY AND EQUIPMENT RECOMMENDATIONS

A. The COUNTY will provide applications systems User Manual, and access to the system twenty-four hours a day, seven days a week, subject to downtime and other unavailability time. The COUNTY incurs no liability for system downtime during the hours of availability. The CUSTOMER is hereby made aware that the system may be unavailable for certain periods of time at the option of the COUNTY. CUSTOMERS will be automatically disconnected after ten (10) minutes of inactivity.

B. The Pasco County Information Technology Department accepts no responsibility for the operation of the network beyond the communication switching system located within the COUNTY complex.

C. The CUSTOMER is responsible for CUSTOMER site equipment. It is recommended that, as a minimum, site equipment include an IBM personal computer and Hayes Modem (1200 - 2400 baud) or compatible equipment.

#### V. AVAILABLE DIAL-UP APPLICATION SYSTEMS

##### A. Court System

1. Criminal Justice System (CJIS)
2. Probate System

##### B. Property Appraiser Public System

1. Name, Address, and Legal File (NAL)
2. Mass Appraisal System File (MAF)

- C. Tax Collector System
  - 1. Tax Billing System
  - 2. Occupational License Files
- D. Address Cross Reference

VI. GENERAL

The COUNTY does not expressly or impliedly warrant the information or data accessed by the CUSTOMER. The COUNTY shall not be liable for any loss, cost, damage, or expense arising directly or indirectly in connection with this Agreement or any amendments or attachments to it. In no event shall the COUNTY be liable for any special or consequential damages or for any indirect damages resulting from the CUSTOMER'S use or application of the information extracted using the system.

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

ATTEST:

BY: \_\_\_\_\_  
JED PITTMAN, CLERK


BY: \_\_\_\_\_  
THEODORE J. SCHRADER, CHAIRMAN

Date: \_\_\_\_\_

CUSTOMER WITNESSES:

**Accu-Screen, Inc.**

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Signature of President or Vice President

  
\_\_\_\_\_  
Witness Signature

Kevin G. Connell, Pres + CEO  
\_\_\_\_\_  
Printed Name and Title

APPROVED AS TO LEGAL FORM AND SUFFICIENCY  
Office of the County Attorney

By: \_\_\_\_\_  
Attorney