

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 4/29/26

Meeting Date: 5/11/26

Submitted By: Scott Porter

Department: Tax Office

Signature of Elected Official/Department Head:

J. Scott Porter

Court Decision: <small>This section to be completed by County Judge's Office</small>


Description:

Consideration to enter into a maintenance agreement with Financial Systems Corp. for the Tax Office currency and coin counters

(May attach additional sheets if necessary)

Person to Present: Scott Porter

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Development Services Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Financial Systems Corp Maintenance Agreement

1. **TERM OF AGREEMENT** - This Agreement is for two (1) years between Financial Systems Corp (service provider) and the customer (client) and shall commence on the installation date and shall remain in effect for a period of two (1) years. This Agreement will automatically renew on the anniversary date for the period of one (1) year unless terminated by either party upon ninety (90) days prior written notice. Payment shall be rendered 30 days prior to the agreement start date, annually. Pricing will be guaranteed for the length of the agreement. If the client terminates the agreement prior to its expiration, Financial Systems Corp reserves the right to access an early termination fee in the amount of 75% of the remaining contract amount.
2. **CHARGE** - The annual maintenance charges provided for in this Agreement commencing on the Effective Date of this Agreement will be invoiced 45 days prior to the first day of each annual period. Payment will be made in full within thirty (30) days after the date of invoice. All other charges hereunder are payable as specified in the applicable invoice for such charges. If the client defaults on the payment of any invoice, FSC may upon notice, modify the payment terms set forth herein, in addition to its other remedies. Charges for a part-year service will be prorated based on a 12-month year. There shall be added to the charges due hereunder an amount equal to all taxes, however, designed, levied, or based on such charges or on this Agreement, or on the services rendered or parts supplied pursuant hereto, including state and local taxes or amounting lieu thereof paid or payable by FSC in respect of the foregoing, exclusive, however, of tax based on net income. Interest at the rate of 18% per annum will be charged retroactively to the date of the invoice for any amounts not paid within 30 days of the due date. FSC shall be entitled to recover from the Client any collection costs, including, without limitation, attorney fees and court costs, incurred by FSC in collecting amounts due under this agreement. FSC shall not be required to deliver or provide to Client any data, and FSC shall have a possessory lien on any of Client's property in Financial Systems Corp possession, until all charges, including interest and the costs of collection, if applicable, are paid in full.
3. **SCOPE OF MAINTENANCE SERVICE** - FSC will render maintenance service to keep the Equipment in or restore the Equipment to, good working order during normal business hours of 8am – 5pm, Monday through Friday.
 - a. **EQUIPMENT** - This maintenance service includes Two (2) scheduled preventative maintenance based upon the specific needs of the individual item of Equipment as determined by FSC and unscheduled, on-call remedial maintenance. Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by FSC Maintenance. Parts may or may not be manufactured by the original equipment manufacturer, may be altered by FSC to enhance maintainability, and may be new or reconditioned to perform as new. All maintenance parts will be furnished on an exchange basis, and the exchanged parts will become the property of FSC. Service provided under this Agreement does not assure uninterrupted operation of the Equipment. If maintenance service is requested by the client to be performed outside the period selected by the client, such service will be provided at the applicable FSC per call rate and terms then in effect.
 - b. **SOFTWARE** – All periodic manufacturer software updates will be provided when applicable.
4. **REBUILD**- Any piece of equipment under a maintenance agreement that requires repairs, and the repair cost including parts and labor is 150% of the maintenance agreement's annual price, the equipment will be considered a full rebuild and will not be covered by the maintenance agreement.
5. **EXCLUSIONS FROM MAINTENANCE SERVICE** - The following services (inclusive of the replacement of maintenance parts) are outside the scope of FSC maintenance service provided hereunder:
 - a. electrical work external to the Equipment;
 - b. repair of damage or increase in service time due to any cause external to the Equipment adversely affecting its operability or serviceability which shall include but not be limited to, fire, flood, water, wind, lightning, and transportation, or due to neglect or misuse.
 - c. furnishing supplies or accessories, painting or refinishing the machines or furnishing material, therefore, making specification changes or performing services connected with relocation of Equipment, or adding or removing approved accessories, attachments or other devices except as set forth herein;
 - d. systems engineering services, programming, and operational procedures of any sort
 - e. lost keys, combinations, and password codes of any sort. In the event, the Equipment covered by this Agreement involves the handling of currency, the cash drawer or other compartment(s) containing currency must be removed by the client prior to FSC commencing service.
 - f. should FSC be unable to repair or adjust the equipment to bring it to proper running condition, the manufacturer will be called. Repairs outside FSC, by the original manufacturer of equipment will be reimbursed in full to the client. FSC will place the call on behalf of the client and will authorize the work to be done and take responsibility for the work and all costs incurred. Rebuilds are excluded.
 - g. repair of damage or increase in service time due to any cause external to the Equipment adversely affecting its operability or serviceability which shall include but not limited to, fire, flood, water, wind, lightning and transportation, act of God, act of war, act of terrorism, act of vandalism, force majeure or due to neglect or misuse, improper installation by a non-FSC approved party, or network issues.

6. OTHER SERVICE AVAILABLE TO CLIENT - Upon the client's request, the rendition of services outside the scope of FSC maintenance service will be within the discretion of FSC and, if performed, will be at the applicable FSC per call rates and terms then in effect.
7. ACCESS TO EQUIPMENT - The client will provide FSC with full and free access to the Equipment under maintenance service and a safe place in which to perform such service. If persons other than The FSC field engineers repair, modify or perform any maintenance on any item of Equipment covered by this Agreement, and as a result thereof, any maintenance service by FSC is required to restore the Equipment to good operating condition and FSC serviceable condition, such service will be made at the applicable FSC per call rates and terms then in effect.
8. ADDITIONAL TO EQUIPMENT - Additional items of Equipment will be made subject to this Agreement upon execution by a duly authorized representative of the client, and acceptance thereof by The FSC of (a) the client's purchase order, (b) FSC form of addendum or (c) a letter agreement will state the location, the additional items of Equipment, the type, model, serial number, periods of maintenance service availability, the effective date of the commencement of maintenance service availability, and charges with respect of such Equipment.
9. PERIODS OF MAINTENANCE SERVICE AVAILABILITY - The annual maintenance charge described herein entitles the client to maintain service availability on Equipment during regular business hours Monday thru Friday, 8am – 5pm, except legal holidays and Saturdays and Sundays.
10. TRAVEL EXPENSE - FSC will not charge the client for additional travel expenses if the equipment is on the attached equipment list or invoice and service is requested during regular business hours.
11. MAINTENANCE SERVICE OUTSIDE SELECTED PERIODS - If the client requests unscheduled on-call remedial maintenance to be performed at a time that is outside the selected period of maintenance service availability, the service will be furnished at the rate of \$300/hr. All expenses are billable in connection with such maintenance.
12. EFFECTIVE DATE - The term "Effective Date" as used herein shall be defined as that date on which the latest of the following events occurs: 1) execution of the Agreement by FSC; 2) execution of this Agreement by the Client; or 3) ten (10) days following the date on which FSC inspects the equipment described herein and the subject of this Agreement. Any item of equipment may be withdrawn from this Agreement by FSC or by the Client upon written notice prior to the Effective Date as defined herein.
13. GENERAL - FSC reserves the right to adjust the specified annual charges if the Equipment specifications, attachments, or features of any item of Equipment are changed after the date hereof. The FSC is not responsible for any failure to render service due to strikes or causes reasonably beyond its control. The client represents that it is the owner of the Equipment subject to this Agreement or, if not the owner, that it has the authority to enter into this Agreement. FSC may, upon giving prior written notice to the client, assign this Agreement and FSC rights hereunder, to any parent, subsidiary or affiliate thereof. This Agreement is not assignable by the client without the prior written consent of FSC and any attempted assignment without prior written consent shall be void. Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions. This Agreement will terminate immediately and all charges due hereunder will become immediately due and payable in the event that the client makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against client under any law having for its purpose the adjudication of the client a bankrupt or the reorganization of the client. Any notice or other communication given hereunder shall be in writing and mailed or emailed, if to FSC Corp, to the address of FSC Office shown on the face of this Agreement, and if to the client, to the address of the client shown on this Agreement or to such other address as such party shall have heretofore designated by notice in writing. Any such notice, if mailed properly addressed and postage prepaid shall be deemed given when deposited in the United States mail. This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between FSC and the client with respect to the furnishing of FSC maintenance service. No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment, or modification be in writing signed by the party against whom it is sought to enforce the waiver, amendment, or modification. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any other submitted by the client for the repair of maintenance of the Equipment. Client acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, client acknowledges that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals of prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
14. CONFIDENTIAL INFORMATION – FSC and the client shall not, at any time, either during or subsequent to the termination of this Agreement, disclose or use, directly or indirectly, on its own behalf or on behalf of any other person or entity, any information of the other party of which it has knowledge by reason of its relationship or dealings with the other party, concerning or relating to the property, business and affairs of the other party, including, but not limited to, information concerning and relating to the other party's marketing, distribution and sales methods, products, prices, clients, supplier, patents, patent applications, copyrights, trademarks, discoveries, inventions, manufacturing processes, methods, procedures, technology and/or applications, trade secrets, improvements of any type, plans for the development of new products and/or services, and plans for the expansion into new areas or markets, nor shall either party disclose or use any written, visual, graphic or other materials relating to such confidential information. Each party acknowledges that such information is valuable enough to give the other party a competitive advantage over those who do not use the information or know of it, that such

information is secret and that such information is not readily ascertainable. Each party shall take all reasonable steps necessary, and all steps reasonably requested by the other party, to ensure that all such confidential and secret information is kept confidential and secret for the sole use and benefit of the disclosing party. Failure to mark or designate any information as confidential or proprietary shall not affect the status of such information as confidential under this Agreement.

15. NON-SOLICIATION - Client will not solicit for employment any employee of FSC during the term of this Agreement and for a period of twelve (12) months thereafter. In the event The FSC directly solicits and then employs an employee of Client who has performed Services for FSC, FSC will pay Client recruitment fees for the conversion of such employee to a regular full-time employee of FSC based on the length of said employee's current assignment with FSC.

FSC CORP
N70 W25156 Indian Grass Lane Ste H
Sussex WI 53089

Johnson County
2 N Main
Cleburne, Tx 76033

Signature:



Printed Name:

Jeremy Bennett
Service Manager

Title:

Date:

1-23-2026

Signature:



Printed Name:

Christopher Boardaker
County Judge

Title:

Date:

5-11-26