

REQUEST FOR BOARD ACTION

HENDERSON COUNTY BOARD OF COMMISSIONERS

MEETING DATE: April 3, 2006

SUBJECT: Remote Access to Court Records for Tax Collections

ATTACHMENTS: Licensing Agreement

SUMMARY OF REQUEST:

Tax collections operations can be greatly enhanced through the sharing of information with governmental agencies. One of these agencies is the North Carolina Administrative Office of the Courts. The attached agreement will allow the Tax Collector remote access to records maintained by the Administrative Office of the Courts and should enhance local tax collections efforts.

COUNTY MANAGER'S RECOMMENDATION/ACTION REQUIRED:

Recommend agreement be approved as presented.

LICENSING AGREEMENT
Government

This Agreement is made and entered into by and between **Henderson County Tax Collections** hereinafter referred to as “AGENCY” and the North Carolina Administrative Office of the Courts (AOC) to provide access to data in AOC information systems.

I. PERFORMANCE

A. AGENCY AGREES THAT IT SHALL

- (1) Adhere to all applicable provisions of the “Policy for Access to AOC Information Systems,” incorporated herein by reference.
- (2) Adhere to the AOC Information Protection Policy as specified within the “Policy for Access to AOC Information Systems” and consult with designated AOC personnel regarding any issues related to these policies and procedures.
- (3) Observe all applicable federal and state laws and administrative rules for the use and protection of data provided under this Agreement.
- (4) Ensure that data accessed from the AOC shall be for official use by authorized AGENCY officials, employees, agents, contractors and subcontractors (collectively, “users”) only. The AGENCY assumes full responsibility for the actions of its users.
- (5) Provide in writing to the AOC the names of primary and secondary points-of-contact. These will be the only AGENCY personnel allowed to contact the AOC help desk under this Agreement. Initial points-of-contact must be provided in this Agreement. Subsequent changes to the points-of-contact may be communicated to the Chief Information Officer (CIO) of the AOC or his designee, as provided in “Correspondence and Notices,” below.
- (6) Use approved AOC “Security Approval” form to request access for each user. AOC Security personnel may accept access requests in other formats on a case-by-case basis, but any such acceptance of a different request format shall not constitute waiver of this provision for subsequent requests. The AOC “Security Approval” form or its equivalent must be signed by the individual user for whom access is requested, and by:
 - (a) the signatory authority to this Agreement; or
 - (b) their designee, named in writing as an addendum to this Agreement; or
 - (c) the primary or secondary points-of-contact as described above.
- (7) Access requests accepted by the AOC in a format other than the AOC “Security Approval” form must be accompanied by an acknowledgement and acceptance of AOC’s security policies and procedures, signed by each user for whom access is requested.
- (8) Notify AOC within 8 hours of termination of employment of authorized AGENCY personnel so that AOC can terminate their access rights.

B. AOC AGREES THAT IT SHALL

- (1) Allow AGENCY access to data and/or applications appropriate to AGENCY’s status as a government entity, as defined in the “Policy for Access to AOC Information Systems”.
- (2) Provide written user instructions for access to AOC data, as specified in the “Policy for Access to AOC Information Systems”.

II. REIMBURSEMENT

- A. AGENCY agrees that all applicable fees, as described in the "Policy for Access to AOC Information Systems," and as specified in the "Fee Schedule" accompanying that policy, are due upon receipt of invoice.
- B. Access to AOC information systems under this Agreement is contingent upon receipt of payment of any amount invoiced as a result of the request for access.
- C. AOC reserves the right to change the "Fee Schedule" at any time, including addition of new fees, removal of existing fees, or alteration of current fee amounts. AGENCY will be notified of such changes 60 days prior to the effective date of such changes. AGENCY will be notified via first class mail, at the address provided in "Correspondence and Notices," below. AGENCY agrees that any use of AOC information systems on or after the effective date of any fee change constitutes acceptance of the revised "Fee Schedule".
- D. Equipment and Software:
 - (1) Workstations. The AGENCY agrees to be responsible for providing and maintaining the client workstations.
 - (2) Software Licenses. If software licenses are required, AGENCY is responsible for the cost of the software license and software maintenance fees.
 - (3) Installation and Support. There will be a charge for service for each on-site visit by AOC technical support staff at the ITS rate (see www.its.state.nc.us). If the AOC uses external contract staff, their actual contract rate will be charged. Travel and subsistence will also be charged at the State per diem for AOC staff time, and at the contract rate for any external contract staff's time.
 - (4) Firewall. If a firewall is required, the requesting agency is responsible for the equipment and software cost of the firewall. The AOC will install the firewall and maintain ownership, security and control of the firewall. If maintenance of the firewall is required, there will be a charge for service by AOC technical support staff at the standard rate for technical support by the North Carolina Office of Information Technology Services (ITS) (see www.its.state.nc.us). If the AOC uses external contract staff, their actual contract rate will be charged. Travel and subsistence will also be charged at the State per diem for AOC staff time, and at the contract rate for any external contract staff's time.

III. MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written agreement between the parties unless otherwise provided in this Agreement or in the "Policy for Access to AOC Information Systems".
- B. Any change in the specific scope and/or terms of the performances of the parties hereto without prior written approval will constitute grounds for the termination of this Agreement.
- C. Either party may, with or without cause, terminate this Agreement by giving a thirty (30) day written notice of its intent to do so.

IV. LIMITS OF THIS AGREEMENT

- A. **The AOC specifically reserves the right, at its sole discretion, to alter operating hours, computer programs, or network services, including application screen and/or display changes, at any time and without prior notice.**
- B. **The AOC provides no warranties, express or implied, that the information or data accessed is accurate, correct or complete.**

- C. **The AOC provides no other warranties of any kind or nature, express or implied, in connection with this service.**
- D. **The AOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from causes beyond the control and without the fault or negligence of the AOC.**
- E. **The AOC shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data accessed from this service. It is expressly understood by the parties that it is the AGENCY'S responsibility to verify information or data obtained through this Agreement with the official information reposing at the court of record.**

V. ENTIRE AGREEMENT

This document sets forth the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements.

VI. SEVERABILITY

If any term or condition of this "Licensing Agreement" or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this "License Agreement" are declared severable.

VII. BINDING EFFECT

This Agreement shall be binding upon and will inure to the benefit of the parties and their respective successors, assigns, heirs and representatives.

VIII. CORRESPONDENCE AND NOTICES

Any correspondence or notice required or permitted under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States mail.

Mail to the AGENCY must be sent to:

Darlene Burgess
Henderson County Tax Collections
200 N. Grove Street, Suite 66
Hendersonville, NC 28792

Mail to the AOC must be sent to:

Cliff Layman, Chief Information Officer
North Carolina Administrative Office of the Courts
Technology Services Division
PO Box 2448
Raleigh, North Carolina 27602

Or to such other address as each party has notified the other in writing.

IX. BILLING INFORMATION:

Pursuant to section II of this Agreement, AGENCY will be invoiced for any fees due for access to AOC information systems. The following information is required for any invoices for those fees:

Typed or printed NAME of AGENCY Fiscal Officer	TITLE
SIGNATURE	Date
Fiscal Officer's E-Mail Address	Fiscal Officer's Phone

X. AGENCY POINTS-OF-CONTACT

The primary and secondary points-of-contact for AGENCY are:

	Primary Contact	Secondary Contact
Name		
Title		
Address Line 1		
Address Line 2		
City, State and Zip		
Phone (Voice)		
Phone (Fax)		
E-mail Address		

Check here if a list of additional personnel authorized to request access for AGENCY personnel is attached to this Agreement.

XI. AGENCY SUBDIVISIONS

Unless specified in this section, this Agreement shall apply to any of AGENCY's subdivisions, departments, and subordinate agencies.

XII. SIGNATURES:

Note: The undersigned hereby states that he or she has the legal authority to bind AGENCY contractually, is an appropriate signatory authority as defined in the "Policy for Access to AOC Information Systems," and agrees to all of the terms of this Agreement and those incorporated by reference. Documentation of this authority must be provided with this Agreement. Agreements signed by individuals lacking signatory authority will be rejected.

Typed or printed NAME of AGENCY signatory authority	TITLE of AGENCY signatory authority
SIGNATURE of AGENCY signatory authority	Date
Cliff Layman, Chief Information Officer NC Administrative Office of the Courts	Date