

MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT	ZEH Software License Agreement	TYPE/AGENDA ITEM	Consent
DATE REQUESTED	16 January 2001	DATE SUBMITTED/REVISED	3 January 2001
BRIEFINGS/WHO?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Financial Management	AUTHORIZED BY TITLE	Jim Seuffert Director
CONTACT PERSON TELEPHONE/EXTENSION	Diane Frenz/3404 Janet Dorta/3045	PRESENTER/TITLE TELEPHONE/EXTENSION	Diane Frenz, Director ISD 3404
ADMINISTRATIVE APPROVAL			

ACTION DESIRED

INDICATE WHETHER ¹REPORT or ²DISCUSSION, ³FORM OF MOTION, or ⁴OTHER ACTION REQUIRED

Authorization to enter into negotiated software license agreement with ZEH Software Inc, Houston TX for a software package required to operate a recently purchased XEROX plotter, including annual software support, on site installation and training.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy,)

Ordinance 99-37, Purchasing Code, Section 4-103, Solicitation Other Than Sealed Bid

BACKGROUND/DISCUSSION

- August 17, 2000 Manatee County issued a purchase order to ZEH Software Inc. for the ZPS software package, annual software support, onsite installation and a basic users workshop.
- After receipt of Purchase Order P0002431, ZEH Software Inc. forwarded a license agreement to Manatee County for signature. ZEH Software Inc. would not release the software necessary to operate the ZEROX plotter without the signed agreement

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED? Indicate "NO" or "YES" @ right. (If "NO," proceed to 1) below; and if "YES," proceed to 2) below) Yes

1) IF "NO" TO ABOVE:

A) PLEASE EXPLAIN BELOW: (see also following section 1B) re: contract, agreement, lease, etc.

County Attorney negotiated terms and conditions.

B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE @ RIGHT **SESSION**

2) IF "YES" TO FIRST QUESTION IN THIS SECTION:

A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION WHICH PORTION?

The entire license agreement has been reviewed.

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN. A COPY OF COUNTY ATTORNEY MEMO RE THIS MATTER MUST BE ATTACHED (If comments were verbal, so indicate)

MANATEE COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Yes, RLS 00-297; CAO File 1026-192

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS:
CAO Memorandum dated 1/2/01, two (2) License Agreements	Return executed copies to Janet Dorta/Purchasing Office
GOST: N/A	SOURCE (AGCT.# & NAME): N/A
COMMENTS: N/A	AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT): N/A

JD kc



MANATEE COUNTY

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Office of
**MANATEE COUNTY
ATTORNEY**

Teddy N. Williams, Jr., County Attorney

PURCHASING

William C. Henry, Chief Assistant County Attorney
Jeffrey N. Steinsnyder, Deputy Chief Assistant County
Attorney for Land Use and Environmental Law*
Patricia McVoy, Senior Assistant County Attorney*
James A. Minix, Senior Assistant County Attorney†
Maureen S. Sikora, Senior Assistant County Attorney*
Michael H. Rosen, Assistant County Attorney
Robert M. Eschenfelder, Assistant County Attorney
Stephanie A. Crossman, Associate County Attorney

MEMORANDUM

DATE: January 2, 2001

TO: Rob Cuthbert, Purchasing Division Manager

THRU: Teddy N. Williams, Jr., County Attorney *TNW 1/2/01*

FROM: Patricia McVoy, Senior Assistant County Attorney *PM 1/2/01*

RE: **Zeh Software, Inc. Software License Agreement
RLS-00-297; CAO File 1026-192**

This is to confirm my review and approval of the software license agreement with Zeh Software, Inc., that serve the plotter. The license agreement is consistent with other license agreements the County has entered into in the past and covers your current planned software acquisition as well as the acquisition of software from this company in the future.

The company does have the right to terminate support for older versions of the operating system with no requirement to refund any portion of the annual support and maintenance payment. Larry Colbert and Diane Frenz have reviewed this provision with care and believe that it is standard and will not present a problem. The company has agreed to all other modifications requested by this office.

Please contact me if you have any questions or if I can be of further assistance. This completes my response to your Request for Legal Services.

PM/klm

cc.: Jim Seuffert, Director, Financial Management Department
Diane Frenz, Director, Information Services Department