

**AGREEMENT  
FOR  
RECREATION ADMINISTRATIVE  
SYSTEM  
REGISTRATION-POINT OF SALE-  
MAINTENANCE MANAGEMENT**

**BETWEEN**

**MANATEE COUNTY**

**(County)**

**and**

**VERMONT SYSTEMS, INC.**

**(Contractor)**

**December 1, 1998**

# **AGREEMENT** **TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
	PARTIES AND PREMISES	1
1.	SCOPE OF SERVICE	2
2.	CONTRACTOR'S COMPENSATION & PAYMENT	2-3
3	TIME FOR PERFORMANCE AND COMPLETION	3
4.	SPECIFICATIONS AND REQUIREMENTS	3
5.	ACCEPTANCE, AND FINAL ACCEPTANCE	3-4
6.	SOFTWARE LICENSES	4-6
7.	ASSURANCES, REPRESENTATIONS & WARRANTIES OF CONTRACTOR	6-8
8.	TERMINATION	8-9
9.	PATENT & COPYRIGHT INDEMNIFICATION	9
10.	LIMITATION OF ACTIONS AND LIABILITY	9
11.	NOTICE	10
12.	GOVERNING LAW	10
13.	CONSENT TO JURISDICTION	10
14.	COVENANTS BY COUNTY	10-11
15.	DISPUTE RESOLUTION	11
16.	INDEMNIFICATION	11-12
17.	INSURANCE	12-13
18.	LEGAL RESTRAINTS AND LIMITATIONS	13
19.	SOLICITATION OF AGREEMENT	13
20.	SUBCONTRACTORS	14
21.	REGULATED SERVICES	14
22.	ASSIGNMENT	14
23.	NON-DISCRIMINATION PROCEDURES	14
24.	KEY PERSONNEL	15
25.	AUTHORITY TO EXECUTE	15
26.	SEVERABILITY	15
27.	NO WAIVER	15
28.	EXTENT OF AGREEMENT	15
29.	EXHIBITS	15
	1. SCOPE OF SERVICE	
	2. PROJECT PHASES AND PAYMENT SCHEDULE	
	3. SOFTWARE DESCRIPTION	
	4 SOFTWARE LICENSE	
	5. HARDWARE/ OPERATING SOFTWARE	
	6. SYSTEM SUPPORT AND MAINTENANCE AGREEMENT	
	7. CERTIFICATE OF INSURANCE	
	SIGNATURE PAGE EXECUTING THE AGREEMENT	16

AGREEMENT FOR  
RECREATION ADMINISTRATION SYSTEM WITH REGISTRATION-POINT OF SALE-  
MAINTENANCE MANAGEMENT BETWEEN VERMONT SYSTEMS, INC. and  
MANATEE COUNTY

THIS AGREEMENT is made by and between the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as "**County**", with offices located at 1112 Manatee Avenue West, Bradenton, FL 34205-7804 and **Vermont Systems, Inc.** a Vermont corporation, hereinafter referred to as "**Contractor**", with offices located at 12 Market Place, Essex Junction, VT 05452.

**WHEREAS**, the **County** has determined that it is necessary, expedient and in the best interest of the **County** to retain **Contractor** to provide the hardware/software and professional services required for a recreation administration system for the Parks and Recreation Department; and

**WHEREAS**, the **County** caused a public announcement to be made, distributed and published requesting proposals (RFP 97-2818FL), dated July 16, 1997, for the selection of a contractor to provide a recreation management system as provided in this Agreement; and

**WHEREAS**, the **Contractor** submitted a proposal, dated August 5, 1997 in response to this request for proposals (RFP 97-2818FL), and subsequently made presentations and supplementary representations which were relied upon by the County in selecting the Contractor. The capacity of the Contractor to incorporate the software, is an essential relationship of trust and confidence between the **County** and the **Contractor**, and

**WHEREAS**, this Agreement is the result of competitive negotiation procedures instituted by the **County**.

**W I T N E S S E T H:** for and in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

## ARTICLE 1. SCOPE OF SERVICE.

This Agreement sets forth the terms and conditions pursuant to which the **County** retains the **Contractor** to provide the functionality described in Exhibit 1 which includes the professional services required to customize, tailor, enhance and implement the software, convert certain data and provide support for the software and training of personnel to provide **County** with a recreation administration system (hereinafter the "System"). The performance of this Agreement shall be in accordance with the phases described in Exhibit 2 attached hereto.

Before beginning any phase, **County's** Contract Manager shall provide **Contractor** with a written notice to proceed, which written notice shall identify the phase and may, to the extent necessary to implement this Agreement, provide for the following:

- a. The agreed to deadlines with respect to any task to be performed by **County** or **Contractor** where completion of the phase is dependent upon completion of a task by a date certain.
- b. The agreed to date of completion for the phase which shall be consistent with completing all services in accordance with the terms of this Agreement.
- c. Reasonable changes agreed to by **Contractor** and **County's** Contract Manager in the description of the phase which do not materially change the System, the total compensation provided for in this Agreement or the warranties and assurances provided for in this Agreement.

## ARTICLE 2. CONTRACTOR'S COMPENSATION AND PAYMENT.

The maximum compensation to **Contractor** for the complete performance of this Agreement shall not exceed \$44,845.00 unless additional payments are authorized in writing by the Board of County Commissioners.

Payment shall be made by **County** to **Contractor** in accordance with the fees and charges for each phase as provided in Exhibit 2 upon completion of each phase and acceptance by **County** and in accordance with the following:

- a. **Contractor** shall submit an invoice on completion of each phase.
- b. **County** shall have twenty (20) calendar days from the date the **Contractor** notifies the **County** that work is ready for evaluation, to advise **Contractor** of any work that is not accepted. If written notice of any work that is not accepted is not provided within such twenty (20) calendar-day period, all work covered by the phase shall be deemed accepted.
- c. **County** shall, within forty-five (45) days after acceptance of the phase, pay **Contractor** the undisputed amount due.

The prices set forth in Exhibit 2 include all charges to be paid by **County**, including but not limited to (i) shipping charges; (ii) **Contractor's** time and material charges for all products and all services, including reasonable travel and living expenses; and (iii) all taxes, including sales taxes (however designated) paid or payable by **Contractor**. **County** is exempt from the payment of taxes and agrees to support any claim for tax exemption for purchases hereunder by providing **Contractor** with a copy of the applicable tax exemption certificate.

### **ARTICLE 3. TIME FOR PERFORMANCE AND COMPLETION.**

Exhibit 2 provides an estimated time for completion of each phase. If, at any time, **Contractor** is delayed in its performance and/or completion of a phase, including any delays caused by **County**, **Contractor** may request, in writing, extension of time beyond the estimated completion time set forth in Exhibit 2 and such extension shall be liberally granted by the **County's** Contract Manager, provided, however, the aggregate time for completion under this Agreement shall not exceed 77 calendar days unless such delays are caused by **County**. Unless extensions are required, it is agreed that all services required pursuant to this Agreement, except maintenance and support and any warranty work, shall be completed by August 14, 1999.

### **ARTICLE 4. SPECIFICATIONS AND REQUIREMENTS.**

All third-party software shall conform to published specifications and written representations of the supplier. **Contractor** covenants and agrees that the System, when complete, shall be in compliance with the specifications and representations attached hereto as Exhibit 3 [SOFTWARE DESCRIPTION] and such additional requirements as are developed by **County** and **Contractor** during Phase I. At the completion of Phase A, **Contractor** and **County's** Contract Manager shall negotiate adjustments to the maximum compensation and, applicable payment/performance schedules on Exhibit 2 and the specifications and representations contained in Exhibit 3, then such adjustments shall be submitted in writing to the Board of County Commissioners for consideration in the form of an addenda to this agreement executed by both **County** and **Contractor**.

### **ARTICLE 5. ACCEPTANCE AND FINAL ACCEPTANCE.**

Upon the completion of each phase, **County** shall deliver to **Contractor** a signed acceptance statement. A signed acceptance statement shall not relieve **Contractor** of any responsibility with respect to any products or services that are defective or fail to comply with the specifications and requirements pursuant to the terms of this Agreement.

At the completion of **Phase II**, **County** will be provided one hundred eighty (180) days to operate and test the System. During the one hundred eighty (180) day period, **Contractor** shall furnish complete off-site telephone support in the form of consultation and/or remote diagnostic software support within two (2) hours of the **County's** support request. If the error, defect or nonconformity cannot be corrected within normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), **Contractor** shall provide on-site support service at the beginning of the next business day, or as otherwise agreed upon, including implementation of temporary procedures to sustain the System. The **Contractor** shall provide corrective measures for all reported errors within three (3) business days of the commencement of on-site service. If the System fails to meet the specifications and requirements provided for in this Agreement during the one hundred eighty (180) day period, **County** may, at **County's** option, request modification of the software to correct said failure(s); and/or termination of this Agreement with a full refund to the **County** of all monies paid to the **Contractor**, less fees for professional services rendered. The amount of professional fees to be deducted shall not exceed \$5,000. At the conclusion of the one hundred eighty (180) day period, if **County** has not notified **Contractor** in writing of any such failure or defect in the System, the **County** will be deemed to have finally accepted the System.

## **ARTICLE 6. SOFTWARE LICENSES.**

### **A. VERMONT SYSTEMS, INC., SOFTWARE**

1. Subject to the terms and conditions hereinafter set forth, **Contractor** grants to **County** a non-exclusive, nontransferable license to use the Vermont Systems, Inc. Software (hereinafter referred to as the RecTrac and MainTrac Software as identified in Exhibit 3, solely in the conduct of the business of the **County** for the number of users specified in Exhibit 2. The Rec Trac and Main Trac Software shall be provided by the **Contractor** to the **County** pursuant to the terms of this Agreement, only in machine-readable object code. The **County** acknowledges that by virtue of this License, the **County** acquires only the right to use the original and permitted duplicate copies of the Licensed Software as described herein and does not acquire any rights of ownership in the Licensed Software which rights shall remain exclusively with Vermont Systems, Inc. The term of License shall commence upon delivery of the first module of Licensed Software and shall remain in force as long as the **County** is in compliance with all the provisions of the Agreement.
2. **County** agrees to pay **Contractor** a one-time license fee for the use of all specified Vermont Systems, Inc., Licensed Software in the amount specified in Exhibit 2.
3. No portion of the Vermont Systems, Inc., Software or any updates or enhancements to the Vermont System, Inc., Software may be duplicated by the **County** except that the **County** may make copies of the machine-readable portion thereof for normal security backup purposes, provided that the **County** properly reproduces on each such copy all notices of Contractor's patent, copyright, trademark, or trade secret rights.

4. Vermont Systems, Inc., retains ownership of all Vermont Systems, Inc., Software and related documentation.

5. Within thirty (30) days from the date of the **County's** discontinuance of the use of any portion of the Vermont Systems, Inc., MainTrac and RecTrac Software licensed hereunder, the **County** shall furnish **Contractor** with written notice certifying that through its best efforts and to the best of its knowledge, all machine-readable code, user documentation or other related materials provided to the **County** with such Vermont System, Inc., Software, including any copies thereof, whether in whole or in part, have been destroyed or returned as follows:

- a. All documents relating to such discontinued portion of the Vermont Systems, Inc., Software shall be returned to **Contractor**; and
- b. The originals and all copies of any machine-readable materials containing all or any portion of the discontinued Vermont Systems, Inc., Software shall be destroyed or purged so as to totally remove from such machine-readable materials all codes relating to the discontinued portion of the Vermont Systems, Inc., Software.

6. The **County** recognizes and agrees that the MainTrac and RecTrac Software, updates, enhancements and additions which are provided to the **County**:

- a. are considered by **Contractor** to be trade secrets of **Contractor**; **County** shall not reverse assemble, reverse compile or translate any portion of the Vermont Systems, Inc Software.
- b. are furnished by **Contractor** to the **County** in confidence; and
- c. contain proprietary and confidential information.

**Contractor's** placement of a copyright notice on any portion of any Licensed Software or any update to such Licensed Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion is a trade secret or contains proprietary and confidential information of the **Contractor**.

7. The **County** agrees to hold all such MainTrac and RecTrac Software and updates and enhancements to the Vermont Systems, Inc Software, in confidence at least to the extent that it protects its own similar confidential information and to take all reasonable precautions consistent with general accepted standards in the data processing industry to safeguard the confidentiality of such information subject to the applicable provisions of Chapter 119, Florida Statutes (the Public Records law). No portion of any update or enhancement to the Licensed Software may be disclosed, furnished, transferred or

otherwise made available by the **County** to any person except to those of its employees who need to use such information in accordance with this Software License. The **County** agrees to take appropriate action by instruction, agreement and otherwise with its employees to inform them of the trade secret, proprietary, and confidential nature of the Licensed Software and the updates and enhancements disclosed to the **County** under this Agreement, and to obtain their compliance with the terms hereof. The obligations of this paragraph will survive the termination of this Agreement.

**B.** All third-party software shall conform to published specifications and representations of the supplier.

#### **ARTICLE 7. ASSURANCES, REPRESENTATIONS AND WARRANTIES OF CONTRACTOR.**

**a.** **Contractor** warrants to **County** that the System will operate effectively and without hardware/software conflict on the equipment described in Exhibit 5; and that the hardware and operating software described in Exhibit 5 will support the System when complete, with a maximum of five (5) Rec-Trac users and eight (8) Main-Trac users. **Contractor** agrees to provide hardware and software (System) warranty services in accordance with the SYSTEM SUPPORT AND MAINTENANCE AGREEMENT attached hereto as Exhibit 6 at no additional cost to the County.

**The term of the warranty period is twelve (12) months after final acceptance of the System.** **Contractor** agrees to provide additional years of services in accordance with Exhibit 6 at the cost specified in Exhibit 6 upon execution of that document or written renewals extending the term by the **County's** Contract Manager to establish commencement of each additional one-year period.

**b.** **Contractor** warrants to **County** that the **System** will operate according to the **performance standards** set forth in Exhibit 3 (Software Description) and such additional requirements as developed by **County** and **Contractor** in the **Detailed Functional Specification** during Phase I.

**c.** **Contractor** warrants that the System shall operate in accordance with the requirements of this Agreement from the date of acceptance through the maintenance periods provided in Exhibit 6 (SYSTEM SUPPORT AND MAINTENANCE AGREEMENT), attached hereto and any extension or renewal thereof.

**d.** **Contractor** warrants and represents to **County** that **Contractor** has the right to grant to **County** the right to use all software without restriction or limitation except as provided herein and in accordance with the provisions set forth in Article 6. **Contractor** warrants and represents to **County** that **Contractor** is an authorized distributor for the sublicensed software, attached hereto as Exhibit 4. **County** will have the right to use the sublicensed software.



e. **Contractor** agrees to provide the hardware warranty as offered by the manufacturer upon acceptance of the installation of such hardware in the Phase in which it is delivered.

f. **Contractor** warrants the software will perform as specified herein upon acceptance of Phase III, and shall perform as represented by Contractor with respect to updates, enhancements or additional software which may be acquired by **County** from **Contractor**, so long as **County** continues with a SYSTEM SUPPORT AND MAINTENANCE AGREEMENT with **Contractor** or **Contractor's** successors or assigns.

g. **Contractor** agrees to deliver the latest release of operating System and latest model of hardware which meets or exceeds performance specified herein available at the time of delivery for the hardware. If a new operating System release should become available between the time of the signing of this Agreement and the delivery date for the operating System, the **Contractor** shall deliver the newest release contingent upon Contractor's successful completion of integration and testing of any new operating System release with the System.

h. **Contractor** warrants that all hardware and software provided under this agreement shall be capable of the century date change (year 2000) and shall remain fully operational beyond December 31, 1999.

i. **Contractor** warrants that all materials, hardware, and software provided under this agreement not incorporated in the work but stored at the site, or at another location, shall be the Contractor's sole risk for loss or damage. **County** shall provide to Contractor a secured location only at the owners existing facilities for storage of such materials throughout the duration of the project. Risk of loss shall only pass to **County** upon acceptance of the goods and services as provided in Article 5, Acceptance and Final Acceptance.

j. **EXCLUSIONS Warranty Services** do not include the following, which if required shall be charged at the prevailing rate at the time of request:

1. Additions, changes, relocations, removals, operating supplies or accessories.
2. Services necessitated by accident, casualty, neglect, misuse, intentional acts or any cause other than normal use of the System.
3. Repairs or replacements necessitated by fire, flood, earthquake, excessive moisture or any event occurring external to the System which directly or indirectly causes a malfunction in the System.
4. Services necessitated by other acts or events that adversely affect the System or use by **County** or any third party of the System with any other device or system not supplied or approved as to such combination use by **Contractor**, or use by **County**

of any part of this System in a manner not specified by **Contractor**, unless such use is mutually agreed upon in writing.

5. Loss or recovery of **County** data. **County** shall be responsible for providing adequate procedures and equipment to back-up data and for restoring data to repaired equipment.

COUNTY'S EXCLUSIVE REMEDY FOR BREACH OF CONTRACTOR'S WARRANTIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT, AT CONTRACTOR'S OPTION, OF ANY DEFECTIVE PART; PROVIDED THAT CONTRACTOR SHALL HAVE NO LIABILITY UNLESS COUNTY PROVIDES CONTRACTOR WRITTEN NOTICE WITHIN THE WARRANTY PERIOD OF THE SPECIFIC DEFECT.

THE WARRANTIES STATED IN THIS ARTICLE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### ARTICLE 8. TERMINATION.

a. **County** shall have the right to terminate this Agreement at the completion of Phase I and shall only be responsible for paying **Contractor** the amount provided for in Exhibit 2 for the completion of Phase I.

b. **County** shall have the right to terminate this Agreement as provided in Article 5.

c. Either party may terminate this Agreement upon written notice to the other if: (i) a material violation of this Agreement by the other party is not remedied within thirty (30) days after written notice of violation; or (ii) any representation or warranty made by the other party shall prove to have been false or fraudulent in any material respect as of the date the same was made; or (iii) the other party admits in writing its inability to pay its debts generally as they become due or executes as assignment for the benefit of creditors or similar document; or (iv) a receiver, trustee in bankruptcy or similar officer is appointed for the other party's property.

d. Termination shall not exclude other remedies for failure of a party to perform its obligations.

e. Upon termination of this Agreement, each party shall promptly return to the other any and all personal property of the other held by such party and shall provide a certificate to the other party to the effect that it has delivered to the other party all property belonging to the other party and has retained no duplicates or copies of such property. If such termination is by **County**, prior to final acceptance of the System and based upon the failure of the System to comply with the requirements of this Agreement, including the Specifications, **Contractor** shall promptly refund all sums, as

provided herein, paid by **County** and upon receipt of such payment by **County**, **Contractor** shall have the right to remove from the **County's** site at **Contractor's** expense, all Hardware and Software.

#### **ARTICLE 9. PATENT AND COPYRIGHT INDEMNIFICATION.**

a. **Contractor** shall defend or settle any infringement suit or proceeding brought against **County** by a third party arising out of, or relating to, **County's** own internal use of the Software provided that **Contractor** is given prompt written notice of such claim and is given information, reasonable assistance and sole authority to defend or settle the claim. Provided, however, in any suit or proceeding in which it is alleged that the infringement is based upon actions of **County** excluded under (c) below and the matter is finally settled (with the consent of **Contractor**) or held by a court of competent jurisdiction, including appellate proceedings, that such infringement did not arise as a result of any action of **County** covered under (c) below, then **Contractor** shall pay all costs incurred by **County** in defending such claim, including reasonable attorneys' fees.

b. **Contractor**, at its option, may obtain for **County** the right to continue using or to replace or modify the Software involved so it becomes non-infringing; or if such remedies are not reasonably available, grant **County** a refund for the Software and Services provided pursuant to this Agreement and accept the return of the Software.

c. **Contractor** shall have no obligation under this Section if the alleged infringement or violation is based upon the use of the Software in combination with other hardware or software (other than as initially installed by **Contractor** including tailoring, customization, modifications or enhancements provided by **Contractor** to conform to the Specifications or from modifications, enhancements or changes not provided by **Contractor**.

#### **ARTICLE 10. LIMITATION OF ACTIONS AND LIABILITY.**

a. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control.

b. In no event shall **Contractor** or its officers, agents and employees be liable to **County** for any loss of profits, consequential, incidental, indirect or special damages under any circumstances even if **Contractor** has been advised of the possibility of same. Notwithstanding the foregoing, **Contractor** will be liable for direct damages to real and personal property and personal injury caused by the negligent acts, errors or omissions of **Contractor** or its officers, agents and employees during installation or maintenance to the extent set out in Article 16.

c. In any event, **Contractor's** liability for damages, (except for damage to real or personal property or personal injury and as provided under b. above), under any theory of liability or form of action shall not exceed the total amount paid by **County** to **Contractor** under this Agreement.

#### ARTICLE 11. NOTICE.

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by written notice to the other party. Notices to the **County** shall be to the attention of

Diane Frenz, Director  
Information Services

Notices to **Contractor** shall be to the attention of

Vermont Systems, Inc.  
Attn.: Robert T. Willey, President

#### ARTICLE 12. GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the State of Florida.

#### ARTICLE 13. CONSENT TO JURISDICTION, VENUE AND SERVICE.

**County** consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of Florida. **Contractor** further consents and agrees that jurisdiction for such proceedings shall lie exclusively with such court and venue shall be in Manatee County, Florida. Service of process in any such proceeding may be made by Certified Mail, Return Receipt Requested, directed to the respective party at the address at which it is to receive notice as provided herein.

#### ARTICLE 14. COVENANTS BY THE COUNTY.

The **County** hereby covenants and agrees:

a. That Diane Frenz is hereby appointed as the **County's Contract Manager** with respect to the services to be performed by **Contractor** pursuant to this Agreement. The **County's** Contract Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of the **County** and make decisions pertinent to services covered by this Agreement. The **County's** Contract Manager shall have the right, from time to time, to designate another employee of Manatee County to serve in the absence of the Contract Manager. The **County** reserves the right to designate a different Contract Manager, provided that **Contractor** is given written notice thereof.

b. To make such facilities and properties as are reasonably necessary for the performance of work available and accessible for use by **Contractor** during normal working hours as may reasonably be required by **Contractor** for the performance of this Agreement.

c. To perform at no cost to **Contractor** such tests of equipment, machinery and facilities of the **County** as may be reasonably required in connection with the work under this Agreement. The tests to be performed must be within the ability and capability of the **County's** equipment and personnel.

d. To give prompt notice to **Contractor** whenever the **County** observes or otherwise becomes aware of any defect in the performance of work under this Agreement.

e. To give careful and reasonable consideration to the findings and recommendations of **Contractor** and to respond in a timely manner so as not to unduly delay **Contractor's** work called for by this Agreement.

#### **ARTICLE 15. DISPUTE RESOLUTION.**

Disputes shall be resolved as follows: through good faith negotiations by the designees identified in this Agreement after written notice and if not resolved by such designees after seven (7) days, **Contractor** shall at or after the end of the seven (7) day period submit its claim with the basis for the dispute in writing to the Manatee County Purchasing Director for a determination and handling in accordance with the provisions of the Manatee County Procurement Code. Any dispute resolution agreed to by **County's** Contract Manager or the Manatee County Purchasing Director, constituting a material change in this Agreement or providing for payment in excess of the amount established under this Agreement, will not be final until approved by the Board of County Commissioners. If such dispute involves a payment due, the **County** shall, as promptly as reasonably possible after resolution of such dispute, forward payment to **Contractor** of any amount determined to be due and owing.

Any dispute not resolved in accordance with this Article 15 may be resolved by recourse to litigation in accordance with the laws of Florida with venue in Manatee County.

#### **ARTICLE 16. INDEMNIFICATION.**

**Contractor** hereby agrees to indemnify, defend, save, and hold harmless the **County** from all costs, expenses, claims, demands, liabilities, judgments, and suits for direct damages arising out of personal injury or death of County employees or County invitees or damage to tangible County properties occurring during the Contractor's performance of installation or maintenance obligations in performance of this agreement to the extent proximately caused by either negligent error or omission of **Contractor**, or due to the breach of this Agreement by **Contractor**, its subcontractors, agents or employees. It is specifically understood and agreed that the provisions of this Article 16 are not intended to cover or indemnify the **County** for its own, sole or contributory, negligence or breach of contract or the acts of third parties.

## ARTICLE 17. INSURANCE.

**Contractor** will not commence work under this Agreement until **Contractor** has obtained all insurance under this section. **Contractor** shall obtain, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employer's Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act, the Longshoremen's and Harbor Workers' Compensations Act or any other coverage required by the Contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

Part Two - The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Worker's Compensation Policy shall be:

\$100,000 (Each Accident)  
\$500,000 (Disease-Policy Limit)  
\$100,000 (Disease-Each Employee)

b. Commercial General Liability

The limits shall be those that would be provided with a Commercial General Liability Policy with the following minimum limits:

General Aggregate Limit Three times each Occurrence Limit

Products-Completed

Operations Aggregate	<u>\$ 300,000</u>
Personal & Advertising	
Injury Limit	<u>\$ 300,000</u>
Each Occurrence Limit	<u>\$ 300,000</u>

Fire Damage (any one fire)	Nil
Medical Expense (any one person)	Nil

c. Business Auto Policy  
(applicable only to company-owned automobiles)

Each Occurrence Bodily Injury and Property Damage Liability Combined \$ 300,000  
Annual Aggregate Three times each Occurrence Limit

d. Certificate of Insurance

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the four above paragraphs (a), (b), (c) and (d) shall be filed with the Purchasing Director before operations are begun.

The required certificates of insurance shall name Manatee County as additional insured, the types of policy, policy numbers, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the project title and location of project. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the **County**. **Contractor** shall have all required insurance policies in full force and effect during the entire term of the Agreement entered into pursuant hereto.

If the initial insurance expires prior to the completion of operations and/or services by **Contractor**, renewal shall be furnished by **Contractor** and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

**ARTICLE 18. LEGAL RESTRAINTS AND LIMITATIONS.**

**Contractor** acknowledges that the **County**, as a unit of local government and a political subdivision of the State of Florida, is subject to restraints, limitations, regulations, and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. **Contractor** agrees that all professional services rendered or performed by **Contractor** pursuant to the provisions of this Agreement shall be in compliance therewith, and the **County** agrees to notify **Contractor** if **County** is made aware of any evidence that **Contractor** may be in violation of above mentioned rules, regulations or laws.

**ARTICLE 19. SOLICITATION OF AGREEMENT**

**Contractor** warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **Contractor** to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for **Contractor**, any fee, commission, percentage, brokerage fee, gift, contingent fee or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **County** shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## **ARTICLE 20. SUBCONTRACTORS.**

It is expected that **Contractor** shall have standard in-house capability to provide all the services required by this Agreement except Hardware maintenance; however, should **Contractor** find it necessary to utilize the services of additional subcontractors, **Contractor** shall first obtain the written approval of the **County**. **Contractor** shall also require each subcontractor to adhere to applicable provisions of this Agreement. The utilization of any subcontractor by **Contractor** shall not relieve **Contractor** from any liability or responsibility to the **County** pursuant to the provisions of this Agreement or obligate the **County** to the payment of any compensation to the subcontractor or additional compensation to **Contractor**.

## **ARTICLE 21. REGULATED SERVICES.**

In the event that this Agreement or any Exhibit thereto includes any information, pricing or reference to any services which are regulated by the Florida Public Services Commission, such information, prices, or reference is for illustrative purposes only.

## **ARTICLE 22. ASSIGNMENT**

No assignment of this Agreement or any right or interest herein by either party shall be effective unless the other party shall first give its written consent to such assignment. The performance of the Agreement by **Contractor** is the essence of this Agreement. Notwithstanding, **Contractor** may, without **County's** consent, assign this Agreement to an affiliate or subsidiary of Contractor or its parent corporation, or assign its rights to receive payments hereunder.

## **ARTICLE 23. NON-DISCRIMINATION PROCEDURES.**

During the performance of this Agreement, **Contractor** agrees as follows:

a. **Contractor** will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

b. No person in the United States shall, on the grounds of race, creed, sex, color, national origin or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.



#### **ARTICLE 24. KEY PERSONNEL.**

The following Key personnel are hereby assigned to the project by **Contractor** and shall not be removed from the project until alternate personnel acceptable to **County** are approved in writing by the **County**, such approval shall not be unreasonably withheld:

Robert T. Willey, President

#### **ARTICLE 25. AUTHORITY TO EXECUTE.**

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of these parties has approved this Agreement and that the governing or managing body of each of the parties has authorized the execution of this Agreement in the manner hereinafter set forth.

#### **ARTICLE 26. SEVERABILITY.**

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

#### **ARTICLE 27. NO WAIVER.**

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

#### **ARTICLE 28. EXTENT OF AGREEMENT.**

This Agreement, including exhibits and attachments, constitutes the entire agreement of the parties and supersedes any other prior negotiations or representations.

#### **ARTICLE 29. EXHIBITS.**

a. The documents listed below have been attached hereto and are incorporated herein as a part of this Agreement.

<u>Exhibit Number</u>	<u>Document Title</u>
1.	SCOPE OF WORK
2.	PROJECT PHASES AND PAYMENT SCHEDULE
3.	SOFTWARE DESCRIPTION
4.	SOFTWARE LICENSE
5.	HARDWARE/ OPERATING SOFTWARE
6.	SYSTEM SUPPORT AND MAINTENANCE AGREEMENT
7.	CERTIFICATE OF INSURANCE

IN WITNESS WHEREOF, the parties have executed this agreement to furnish, deliver and install the System, this the 1st day of December, 1998.

**"CONTRACTOR"**  
Vermont Systems, Inc.

**WITNESSES:**

Sign Name: Kate W. Mitchell

Print Name: Kate W. Mitchell

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: Robert T. Willey  
Name: Robert T. Willey  
Title: President

**Recommended By:**

Sign: Diane Frenz  
Diane Frenz, Director  
Information Services Department

**Approved as to Format and Correctness**

Sign: R. C. Cuthbert  
R. C. Cuthbert, C.P.M.  
Purchasing Division Manager

**"COUNTY"**

COUNTY OF MANATEE, a political sub-  
division of the State of Florida

Sign: Patricia M. Glass  
Patricia M. Glass, Chairman 12/1/98  
Board of County Commissioners

Attest: R. B. Chipchase  
R. B. Chipchase  
Clerk of the Circuit Court

## **EXHIBIT "1"**

### **SCOPE OF SERVICE**

The vendor shall provide an integrated solution providing a Recreation Administration System which shall include necessary hardware, software, installation and training required to provide system functionality.

#### **Phase 1: FUNCTIONAL SPECIFICATIONS, SITE PREPARATION AND ORIENTATION**

**Contractor** shall be required to provide a Detail Design Document that shall include specifications needed to facilitate installation and testing of the Recreation Administration System provided by the **Contractor**. Listed below are elements that shall be included and addressed in detail in the Detail Design Document. The **County** shall provide the **Contractor** assistance in creating the Detail Design Document to ensure that the format of the document conforms to **County** requirements.

##### **1. Software modules to be included:**

###### **Recreation Administration Modules (RecTrac)**

- a. Activity Registration
- b. Facility Reservation
- c. Pass Management
- d. Point of Sale / Rentals
- e. League Scheduling
- f. Accident Reporting

###### **Maintenance Administration Modules (MainTrac)**

- a. Facility Maintenance
- b. Equipment / Vehicle Maintenance
- c. Landscaping Maintenance
- e. Material Inventory
- f. Project Management

**2. Data Conversion Definitions:** **County** and **Contractor** shall review, determine and define conversion data elements so that the **County** can provide the **Contractor** with an acceptable tape for loading into the new system.

**3. Define Interfaces to Existing Systems:** **County** and **Contractor** shall review, determine and define an agree upon format for interfacing to present **County** System with the new system to allow present users to access new system though current workstations.

**4. Define and Provide Site Specifications and Approve Preparations:** Contractor provides detailed site specification for hardware installation and telecommunication requirements for all sites. Contractor approves site and telecommunications preparations.

**5. Provide Preinstallation Packet:** Contractor provides preinstallation packet of forms and steps that are required to configure the system in preparation of loading the new database.

**6. Orientation:** Contractor provides a preinstallation overview (orientation) to the County.

**7. Order and Deliver Equipment:** Contractor orders and delivers identified equipment to County sites.

#### **Phase 2: INSTALLATION OF RECREATION ADMINISTRATION SYSTEM**

Within 77 calendar days of signing contract with the County, Contractor shall install, test and certify hardware and software, listed in Exhibit 5, at County sites.

**1. Contractor** shall install specified Hardware (client and server) and Software modules.

**2. Contractor** shall conduct Hardware Functionality Test.

**3. Contractor** and County shall conduct Data Load Test.

**4. Contractor** certifies successful interface of new system with existing systems.

#### **Phase 3: CONVERSION AND LOADING OF DATA FILES**

Within 120 days after signing, the Contractor shall load tapes create holdings and item records; and create authority indexes for the County. Quality control and verification of data is responsibility of the County.

#### **Phase 4: PERSONNEL TRAINING**

**1. Contractor** shall provide on-site training for Information Services and Parks and Recreation personnel in the operation of hardware, operating system, troubleshooting and daily procedures of the system.

**2. Contractor** shall provide on-site training to up to six (6) system administrations designated by the County. This shall include approximately twelve (12) hours of training.

**3. Contractor** shall train up to six(6) County staff within the County use of the purchased modules

## **Phase 5: DELIVERY OF DOCUMENTATION**

Prior to System Reliability and Functionality Test, the **Contractor** shall deliver to the **County** system documentation and training manuals in various formats for the operation and maintenance of the system. Such documentation shall include:

1. One copy of applicable **Contractor** produced documentation, users manuals, training materials and subscriptions.
2. Appropriate user documentation for all peripherals supplied by **Contractor**, including at least one copy per site of each of the manuals for each type of equipment installed at that site, to arrive with the peripherals.
3. The **County** may photocopy or otherwise reproduce **Contractor** copyrighted documentation and training materials for training of other internal uses provided that the Contractor's statement of copyright be included on each copy.

## **Phase 6: SYSTEM RELIABILITY AND FUNCTIONALITY TESTS**

Following acceptance of Phases 1-5, the **County** with the assistance of the **Contractor** shall test the System to determine if the system complies with the Detail Design Document established in Phase 1.

1. **County** and **Contractor** shall perform acceptance test based on the functions specification and description of the system as describe in Exhibit 3.
2. Acceptance test shall be conducted on County sites.
3. The **Contractor** shall correct system errors and functional deficiencies in accordance with the terms set forth in Article 5 of the Agreement. The acceptance testing shall be repeated until all criteria are met.
4. Once the system complies with the Detail Design Document, **County** shall immediately notify **Contractor** in writing confirming date of System Acceptance.

**EXHIBIT "2"**

**PROJECT PHASES AND PAYMENT SCHEDULE**

	<b><u>PHASES</u></b>	<b><u>PAYMENT</u></b>	<b><u>COMPLETION</u></b>
<b>Phase I</b>			
a.	Functional Specification, Site Preparation and Orientation	\$ 5,000	01/15/99
<b>Phase II</b>			
a.	Installation of Recreation Administration System	\$ 5,000	02/15/99
b.	Conversion and Loading of Data Files	\$ 4,845	02/15/99
c.	Personnel Training	\$ 8,000	02/15/99
d.	Delivery of Documentation	\$ 2,000	02/15/99
e.	System Reliability and Functional Tests	\$10,000	02/15/99
<b>Phase III</b>			
a.	Final Acceptance	\$10,000	08/14/99
<b>TOTAL SYSTEM COST</b>		<b>\$44,845.00</b>	

## EXHIBIT "3"

### SOFTWARE DESCRIPTION

The application software for the Recreation Administration System shall provide the following modules for recreation and maintenance administration, a description of each module is provided.

Progress V7 shall be provided for each.

#### A. RECREATION ADMINISTRATION MODULES (RecTrac)

##### **1. Activity Registration Module**

a. Household and Family Members - Household information shall include ID Number which is automatically assigned or manually, names, addresses, and telephone numbers for two guardians, as well as resident/non-resident, balance data, insurance data and optional activity interests and groupings. Family member data includes full name, gender, birthday, school grade, social security number, up to 15 user-defined codes, optional medical record, last waiver date and organization. Provides name lookup by Primary Guardian or Family Member. The household and family member data is shared by the Pass Management Module; Activity Registration Module; Facility Reservation Module; and POS Cash Register/Inventory/Rental Module.

b. Activities and Sections - Provides for multiple activities and sections with optional sales tax. Tracks waiting list, current and past enrollments, pre-registration, and activity income and expense. Allows for lottery enrollments, enrollment transfers, user analysis codes and cancellations with refund or partial refund processing, discounts, miscellaneous income and expense with distribution to the general ledger interface, barcode scanning, and comments. Tracks all fees and payments, as well as referrals and registration types. Incoming and Expense budget figures can also be tracked against actuals for each activity. Tickler file by activity/section provides "to do" list. If a class is canceled, user can note for participants.

c. Instructors - Instructors have multiple pay rates, and can be paid on an hourly, percent, or flat fee basis. Any number of comments can be linked to an instructor and this allows tracking of job description, special hiring information, job performance data and termination reasons. Each activity can be assigned a primary instructor, as well as a secondary instructor.

d. Processing - Registration can be processed by Household Name, by Bar-Code ID Card, or by Family Member ("Quick" method); waiting lists are processed automatically; transfers and cancellations can be processed for individuals or for entire classes; charges and payments can be processed during registrations or later; bulk registration; lottery processing; end-of-day cash and General Ledger journals; receipts can be printed as mailers or in standard form with multi-copy option.

e. Reports and Forms - The following reports and forms are available. Activity listings, Activity Rosters, Activity Status Report, Attendance Worksheet, Activity Bottom Line Report, General Ledger Distribution Report, Below Minimum Enrollment Report, A/R Facility Usage Report, Waiting List Report, Available Slots Report, Activity Fees Report, Registration Receipts, Trial Balance, Mailing Labels, User Codes Report, Instructor Roster, Instructor Pay History Report, Instructor Evaluation, Instructor Phone List, Instructor Mailing Labels, Instructor YTD Pay Alert Report, Unique Family Registration, Daily Cash Receipts Journal, Misc Income/Expense Report, Family Member Comments Report, Birthday/Grade Report, Activity Survey, User Code Statistics, Statistics, Cancellation Refunds and Budget Comparison.

f. Inquiries - Inquiries include Roster By Date or Name For Current or Previous Year, Misc Income or Expense, Household Data, Activity, Financial, Instructor, Lottery, and Medical Records.

## **2. Facility Reservation Module**

a. Facility - Facilities registration manages any number of facilities by a hierarchy of Type, Location, and Unique Identifier. Reservation types include normal, internal use, maintenance, and shutdown reservations, as well as reservations from the Activity Registration and League Scheduling modules. The system manages overlap facilities, i.e. a gym with multiple courts, where reservation conflicts are based not only on direct conflicts with the ID itself, but also with any overlap facilities that are linked to the primary ID.

b. Reservations - Both Standard and Quick reservations can be produced automatically by the system based on a beginning date and time, ending date and time, and selected days of the week. Reservation conflicts can be viewed, and the Auto Conflict Resolution process allows you to confirm a selected family before continuing with the next conflict. The system shall search for all available facilities that match certain criteria. These parameters include: beginning and ending dates, beginning and ending times, days of the week, location, and users codes. Each reservation line item can have unique charges and discounts. Premium billing based on time-of-day, season, by percent or amount for weekday, weekend, or holiday. Households are shared by the Activity Registration, Pass Management, Facility Reservations, and POS modules to expedite the entry process. Reservation confirmations printed with multi-copy option. Manages any reservation type such as Gym, Fields, Courts, Trips, Campsites, Shelters, Rooms, Parks, Pools, Rinks, Tracks, Stables, Playgrounds and other facilities.

c. Processing - Shall generate invoices and statements for all reservation with outstanding balances. Partial refunds and credits can be processed with refund vouchers being printed as necessary. Bill Codes include a sales tax option. Rain dates are included as a processing option.



d. Other Reservations - Quick Court reservation can be used for all types of courts or fields where quickness is more important than detailed information. Trip reservations, which are a combination of an activity registration and a facility reservation with less detail, can be processed very quickly. Attendance posting and reporting.

e. Special Inquiries & Reports - The Facility Availability Graph Inquiry allows you to view the availability of a facility for a given date, and then lets you scroll both dates for the same facility and facilities for the same date. This graph can produce a "Week-at-a-Glance" and "Month-at-a-Glance" format. Multi-facility availability lists all facilities available for a date with date and facility scroll. Facility Location Schedule Inquiry allows you to view all reservation line items for a given facility, and then display what, when, and who for a given date range. The Reservation Calendar prints reservations by facility or for an entire location. The Billing Reminder report will detail those reservation items that are unpaid and are due within an entered date range. Availability Graph time blocks are user defined. Household inquiry with transaction history shows each line item of detail for a household. Court Reservation Report prints schedule by court by time slot.

f. Reports & Forms - Bill Code Report, Facility Type Listing, Facility Locations Listing, Facility Detail Report, Facility Summary Report, Facility Household Report, Facility Mailing, Facility Schedule by Date, Labels/Letters, Trip Labels/Letters, Facility Schedule by Facility, Trial Balance, Reservations Receipts, Facility Usage Report, Invoices, Statements, Daily Court Report, Reservation Calendar, Daily Court Reservation Calendar, and Billing Reminder Report.

### **3. Pass Management Module**

a. Pass Type - Pass Management manages any number of pass types, with default fee and description information to be used by the pass enrollment program. Any pass type can be valid for a date range or "X" number of visits (punch pass) or both. These pass types also track income and attendance figures for 24 months, by morning, afternoon, and evening time periods. Previous year figures are saved for comparative purposes. Guardian and family member information is shared with the Activity Registration, Facility Reservation, and POS Cash Register/Inventory modules to expedite the entry process.

b. Processing - Pass income, expense, and attendance figures are tracked on a week-to-date, month-to-date, and year-to-date basis. In addition, the attendance figures are broken into adult and youth categories that are maintained on a morning, afternoon, and evening basis. The system tracks pass suspensions within a date range and revocations for the remainder of the season, and lost passes. Passes can be printed an unlimited number of times and include the pass number type, day of week and time of day and can be done by individual, pass type or both. Further, visitations can be tracked day by day, hour by hour. Registration can be processed by household or by family member with option to sign-in and sign-out. Pass numbers can be system assigned or user assigned with up to nine pass features by member pass for multi-facility access. Pass renewal rate can be different than new rate. Both can be discounted. Generic ID Card links all class and pass registrations by Household/Family Member.

c. Special Features - The pass registration program provides optional receipt printing. The user may barcode scan a member's passnumber and indicate a visit purpose, a guest count, and optionally to renew an expired pass as required. Attendance figures posted in this manner automatically update the corresponding pass types making pass type posting unnecessary. Pass visitations are tracked daily and hourly.

d. Reports & Forms - Pool Report, Pool Income/Expense Report, Pass Master List, User Code Situation Report, Daily Visit Report, Pass Member Status Report, Trail Balance, P/M to G/L Distribution Report, Statements and Invoices, Pass Installment Bills, Renewal Letters, Pass Type Analysis Report, Pass Usage Report, Pass Type Comparative Report, Pass Member Labels/Letters and Fiscal Year Pass Type Analysis Reports, Pass Type Membership Listing, Pass Renewal, Locker Reports. The Pass Reports indicate auto expired status.

e. Inquiries - Pass Members, Pass Type, Locker, Pass History

#### **4. Point of Sales / Rentals Module**

a. Inventory - Allows for multiple locations; tracks sales by count and amount for 24 months; stores average cost and last cost; maintains last active date; allows for "sale" date range with automatic "sale" price; updated automatically by POS transactions tied to inventory. A separate ticket inventory is linked to allow tracking specific to this type of inventory item. An inventory recipe sale will update each inventory item in the recipe.

b. Transaction Codes - Transaction codes can be linked or not linked to an inventory or ticket and tour item; allow up to 9999 transaction types; amounts Passed to POS system triggered by transaction code value if not inventory related; transaction code can be grouped to process like transaction together; each transactions code can be linked to its own general ledger revenue code. Sales Tax option by transaction code. Inquiries by transaction codes, inventory item, ticket and household.

c. Rental - Manages use of equipment, charge or non-charge, with in/out control, deposits, and full accounts receivable functionality, number times rented and number hours rented for comparison to hours available. Rental package, sale automatically updates each inventory item in the package. Rental classes with user defined fields by rental type. Inquiries 2-weeks by rental, multi-rental, multi-rentals by time of day, multi-rental by 2-weeks, and Rental List by Item.

d. Point Of Sale - Transaction code based to allow both flexibility and speed: available from any recreation module screen by using the "Hot Key"; allows unlimited transactions per cycle with line item or complete transaction voids; generic cash drawer interface allow most cash drawers to be used with any printer; full 80 column receipt to allows transaction description with 40 column receipt option; full integration with other modules. Allows "soft" clerk and printer assignment with one logon. Option to link transactions to household with full accounts receivable functionality. Supports full range of POS peripherals. Option to print food and beverage orders in kitchen.

e. Reports - End-of-Day Cash and General Ledger Journals, Inventory Listings, Recorder, Price List, Physical Count, Labels, Valuation, Cost Valuation, T/C Sales Report, What's Hot What's Not Report, Inventory History Report, Sales Promotion, Sales Tax, Sales History, Labels Report, Ticket Commission Report, Accounts Receivable Trail Balance, Customer Statements, Multi-Rental Availability Listings, and Rental Sales & Statistic Reports. Audit log all inventory changes by operator.

## **5. League Scheduling Module**

a. League/Team/Members - League scheduling will schedule any number of leagues, teams per league, and members per team with contact names, addresses, and phone numbers for each team. League data includes league dates, games, teams, tees, league type, comments, and referee qualification code, as well as Game Rounds, Non-Play Dates, and Practice Games. Home facilities can be linked to a team. Up to nine (9) user-defined player statistics with calculations per league by sport type, ie. batting averages, home runs, RBI's, etc. or scoring averages, assists, rebounds, etc.

b. Officials - Any member of officials can be assigned, and each official can have up to five pay scales to allow an individual to referee various sports with different pay rates without having to be entered multiple times. An official pay voucher is included in the system.

c. League Schedule Generation - Leagues can be produced automatically using Round Robin or Regular Season format. Single and Double Elimination Tournaments can be setup and processed with brackets for up to 97 teams. Once a league schedule has been generated, it can then be manually adjusted to meet any special requirements. League facilities are selected prior to the scheduling process so that the system can automatically assign facilities for each game based on their availability. Facility conflicts are avoided, since the league scheduling module is interfaced with the Facility Reservation and Activity Registration modules. Options to auto schedule canceled games to extension date.

d. Special Features - League team statements can be generated at any time to collect any outstanding balances. Mailing labels and letters can be printed for teams. Games can be canceled for any reason and automatically be rescheduled at the end of the season. Teams and Referees can have schedule exclusion periods for each day of the week. A Maintenance Comment Code can be linked to each league. This comment will be included on the maintenance reports and should describe what must be done to the fields or court prior to games, inquiries by league, official, and league schedule.

e. Reports and Forms - Summary League Report, Detail League Report/Team Members, Officials Report, Official Schedule, Facility Usage Report, Trail Balance, League Schedule, League Standings Report By Percent, League Team Mailing Labels/Letters and Team Rosters.

## **6. Accident Report Module**

a. Any number of accidents may be tracked, and each record includes the date and time of the accident, the location, the victim's name and address, guardian, phone numbers, injury, department personnel, witnesses, first aid given, cause of accident, and final arrangements. On going comments which detail discussions related to the injury including any litigation correspondence can be maintained.

b. Summary Accident Report By Date and Time, Detailed Accident Report, Accident Comments Report, Purged Accident Report, and Accident Status Report.

## **B. MAINTENANCE ADMINISTRATION SYSTEMS (MainTrac)**

### **1. Overview**

a. Maintenance Administration will enable maintenance personnel to process and track labor, material, equipment, and outside contract cost, as they are utilized to maintain facilities, vehicles, equipment, trees, and other landscaping items. Further, maintenance personnel will be able to apply overhead, benefits, and other similar costs to jobs, tasks, and other categories. Eventually, these actual costs will provide the basis for future planning and comparative analysis. If useful and accurate industry standard cost data is available for planning, then it can also be utilized to project costs and to provide actual versus planned comparative reporting and analysis. In either case, the system will provide both estimated and actual costing by job task, function or project, thus allowing users to track activity costs from conception through completion. Maintenance activities include regularly and irregularly scheduled work, emergency work, recreation activity preparation, and construction projects. Supervisors can use Jobs to plan resources and track them through completion of the work. They can schedule work crews in advance, as well as track resources as work is completed without needing to set up Jobs in advance. For larger jobs requiring more detail, users can set up a Project to estimate the resources and costs, internal or contracted, involved in a Job. Inspection reports can be set up for facilities, equipment, or landscaping, and the results of each failed inspection can be used to trigger the creation of a Job to correct and discovered defects. This sophisticated development project is focusing on "ease of use" and "exception input" to simplify and minimize data entry by maintenance personnel.

### **2. Facility Maintenance Module**

a. The database can include detailed data about each facility, such as the description, department, construction or delivery date, contractor or manufacturer, warranty information, condition, size, locks and keys, general ledger codes, special features, and three user defined fields. All historical data concerning work completed for each facility will include totals of labor, equipment, and material costs, as well as total labor hours.

### **3. Equipment/Vehicle Maintenance Module**

a. Detailed data about each piece of equipment and vehicle can be stored including serial number, description, year of manufacture, date of purchase, make, model, department, assigned personnel, location, general ledger codes, cost information, fuel information, warranty, and use restrictions. All historical data concerning work completed on equipment and vehicle will include totals of labor, equipment, and material costs, as well as total labor hours. Vehicle license and inspection data can be tracked, and the user can be prompted for expiration dates. Replacement scenarios based on maintenance costs can be evaluated to assist in planning purchases of vehicles and equipment.

### **4. Landscaping Maintenance Module**

a. Tracks all work associated with landscaping including trees and planted areas with planning tools for flowerbed arrangements with a link to the materials inventory and purchase orders. Inventories seeds can be converted to inventoried plants when they are planted. Tree location can be referenced by street name and number and a two digit alphanumeric code. The landscaping database can include detailed data about each tree and landscape area including category, location, plant date, vendor name, species code, size data, condition, special use codes, plant list, and other fields. Both employees and volunteers can be tracked in a complete personnel file which includes all detailed pay information. Vacation, holidays, compensation time, and other data can be processed, tracked, reported and updated. Personnel training, licenses, and certifications can be documented. Class schedules can be established showing personnel scheduled to attend. Crews can be established, so that jobs can be scheduled by individual or by crew. Schedules, including leave, for an amount of time can be set up in advance by crew or by individual. Performance comments can be completed after Job data has been entered, and later retrieved following completion of an evaluation. The database includes detailed data about each individual, such as the social security number, name, address, telephone number, emergency medical information, benefit information, general ledger codes, issued equipment, and other fields. Labor data can be exported to a user-defined interface file for direct input to a payroll system.

### **5. Material Inventory Module**

a. The database contains detailed inventory data including unlimited alternative vendors, average and last costs, quantities, and reorder levels; purchase order information; and material specifications. Non-stocked materials that are frequently used can also be tracked. Scheduled Job's can reserve materials for future use. User can then schedule material deliveries to correspond to the Job schedule to reduce the materials and prompt the user if any material availability problems exist. Completed Job's will deplete stock quantities. Bar code label reading and printing are standard. Chemicals and fertilizers will be tracked as material, but with special tools to allow accumulation of very detailed data regarding their use, such as application rates, weather data etc. for specific reporting standards. Fuel quantities can be tracked by individual tank and equalized with tank fuel depth measurements.

## **6. Project Management Module**

a. In this module, the user will be able to develop and plan projects which will include estimating and budgeting, as well as the option to eventually convert to Jobs. Further, the user will be able to track a project after it has been converted to a Job. Project can also include outside contracted work which can be tracked through periodic requisitions which are also used for entry of individual items and change orders. Throughout a project, users can track costs as quantities are entered and work is completed. This data can be compared to the budget and the original estimated quantities for comparative reporting and analysis, and adjustments can be made as necessary.

## **EXHIBIT "4"**

### **VERMONT SYSTEMS , INC. SOFTWARE LICENSE AGREEMENT Manatee Board of County Commissioners**

#### **1. DEFINITIONS:**

- 1.1 Agreement shall mean this agreement, and any and all exhibits.
- 1.2 Software Products shall mean the Licensed Programs with computer readable instructions and Related Materials, such as user reference manuals, tutorials, and capabilities literature.
- 1.3 Specifications shall mean the capabilities and features listed in the VSI Capabilities Summary.

#### **2. LICENSE:**

- 2.1 The license authorizes the Customer to use the Software Products on the designated equipment.
- 2.2 Make copies of the Software Products for safe-keeping purposes only.
- 2.3 A separate license is required for use on each central processor including each single user and multi-user server at each location.
- 2.4 Since the VSI and Progress software license prices are based on the number of concurrent users which can access the program and database, this license agreement lists the authorized number. If the Customer plans to increase the number of chargeable users at any time, it can do so by simply notifying VSI of the increase count. The applicable licensed & annual maintenance fees will be billed based on the number of users added. It is the Customer's responsibility to maintain an accurate count of user licenses.

#### **3. CHARGES AND PAYMENT:**

- 3.1 The charges for the licensing of the Software Products will be billed to the Customer at the time of delivery, and will be considered due as soon as they have been installed and are operational on the designated computer(s) ready for Customer use. Any additional users will be billed when the user count increases.
- 3.2 The Customer shall pay all freight, shipping and transportation charges for the Software Products licensed under this agreement, unless these costs are provided for under the Support Service Agreement.

4. TAXES:

- 4.1 The Customer shall pay all applicable sales, consumer use, and other similar taxes required by law unless it is exempt from any or all of these taxes.

5. SECURITY OF PROGRAMS:

- 5.1 The Customer shall be solely responsible for the supervision, management and control of its use of the licenses software.

6. WARRANTIES:

- 6.1 VSI warrants that it has the right to license the Software Product, and that there are no pending liens, claims, or encumbrances against the software.
- 6.2 VSI warrants that the software shall conform to its published specifications in the Capabilities Summary, On-Line Help, and the User Reference Manual.
- 6.3 VSI warrants to the Customer that it is not insolvent, that it is not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings which would have an adverse effect on its ability to perform its obligations under this agreement.
- 6.4 VSI warrants that there has been no violation of copyright or patent rights in connection with the Software Products licensed in the Agreement.
- 6.5 VSI certifies that its's application software products are Year 2000 Compliant.

7. LIMITATION OF LIABILITY:

- 7.1 Except for the warranties specified in Section 6, VSI grants no warranties, either expressed or implied, including, but not limited to any implied warranties of merchantability or fitness for a particular use. Notwithstanding anything to the contrary in this agreement, it is expressly agreed that VSI shall in no event be liable for special, incidental, indirect, or consequential damages, or for any loss, or for any claim against the Customer.

8. RISK OF LOSS:

- 8.1 The risk of loss or destruction, regardless of the cause, shall be the responsibility of VSI until the Software Products have been delivered to the Customer's premises, and have been installed on the designated computer(s).
- 8.2 The Customer shall be responsible for verifying that the Software Products have been received, installed on the designated computer(s), and are operational.



9. APPLICATION SOFTWARE SOURCE CODE:

- 9.1 The application source code for all of VSI software is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 3 Main Street, Essex Junction, Vermont 05452. If VSI defaults in providing software maintenance support due to company failure, the source code will be made available to the Customer by the Escrow Agent for Customer support use only.

10. APPLICABLE LAW

- 10.1 This agreement shall be governed by the laws of the State of Florida.

AGREED TO BY:

County of Manatee, a political subdivision  
of the State of Florida

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

Title: \_\_\_\_\_

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

ACCEPTED BY:

Vermont Systems, Inc.

By: Robert T. Willey

Title: Robert T. Willey, President

Date: November 16, 1998

## **EXHIBIT "5"**

### **SYSTEM HARDWARE and SOFTWARE**

**A. Vermont Systems, Inc. provided hardware:**

1. POS Receipt / Reports Printer  
184T Matrix Printer 9.5" X 11" PF, Cable  
Qty. 5 @ \$300.00 = \$1,500.00
2. POS Smart Cash Drawer for 80 Column Printer  
SLD 2120 Cash Drawer / 24V / IPSTI / Parallel Printer  
Interface IPSTI / Cable  
Qty. 5 @ \$335.00 = \$1,675.00

**B. Vermont Systems, Inc. provided software:**

1. Recreation Administration Modules
  - a. Activity Registration
  - b. Facility Reservation
  - c. Pass Management
  - d. Point of Sales / Rentals
  - e. League Scheduling
  - f. Accident Report
2. Maintenance Administration Modules
  - a. Facility Maintenance
  - b. Equipment / Vehicle Maintenance
  - c. Landscaping Maintenance
  - d. Material Inventory
  - e. Project Management

# EXHIBIT "6"

## VERMONT SYSTEMS, INC. SOFTWARE SUPPORT & MAINTENANCE AGREEMENT Manatee County Government, FL

Vermont Systems, Inc., the Licensor, agrees to provide to the Licensee (Customer), and the Licensee agrees to accept, on the basis described below, VSI's software support and software maintenance services for the software products also listed below.

1. Software Support is defined as telephone support provided by VSI to the user for a specific software product during Normal Business Hours 8AM - 6PM ET, Monday through Friday, plus the availability of Extended Hours Standby Support via Pager from 6PM - 9PM ET, Mon-Fri, and 8AM - 12PM ET, Sat & Sun. The Pager only makes extended hours support available. If extended hours support is actually provided during the time periods listed, it is chargeable. Further, other chargeable standby and actual support hours can be pre-arranged.
2. Software Maintenance is defined as the on-going VSI software distribution to the user of any specific product update releases, which can include software repairs and/or enhancements, subsequent to the initial purchase. The distribution methods are listed in the VSI Sales & Support Policies document.
3. Software Support & Maintenance Agreements are effective from the first day of the customer's fiscal year for one year. New customers will be charged on a prorated basis from the date of delivery through the end of the current fiscal year.
4. The required Software Support & Maintenance Agreements will be automatically renewed annually, unless the user notifies VSI in writing that the use of the software has been discontinued.
5. Training and other installation services, as well as associated out-of-pocket expenses are not included in this agreement, thus are chargeable, if requested.
6. The following software products are covered by this annually priced maintenance agreement:

QTY	Software Product Description	Unit Price	Total Fee
1	Activity Registration-M/U	\$440.00	\$440.00
1	Pass Management-M/U	\$330.00	\$330.00
1	Facility Reservations-M/U	\$440.00	\$440.00
1	League Scheduling-M/U	\$260.00	\$260.00
1	POS Register/Invty/Rental Module-M/U	\$260.00	\$260.00
1	RecTrac Additional User over Two	\$30.00	\$30.00
2	RecTrac Additional User over Two - NO CHARGE	\$0.00	\$0.00
	Less Multi-Module Discount-RecTrac 10%	(\$175.00)	(\$175.00)
1	Progress Workgroup Server/Client Network (RecTrac & MainTrac)	\$700.00	\$700.00
1	MainTrac Base System(PM,FM,JP,PV,IS,)	\$1,000.00	\$1,000.00
1	Equipment/Vehicle Maintenance Module	\$280.00	\$280.00
1	Landscaping/Tree Maintenance Module	\$210.00	\$210.00
1	Materials Inventory	\$350.00	\$350.00
1	Project Management	\$180.00	\$180.00
3	MainTrac Additional Users over Two	\$30.00	\$90.00
3	MainTrac Additional Users over Two-NO CHARGE	\$0.00	\$0.00
	Less Multi-Module Discount-MainTrac 10%	(\$210.00)	(\$210.00)
	Total Software Maintenance Price		\$4,185.00

Accounting Year: \_\_\_ Calendar \_\_\_ Fiscal

MA Billing Year: \_\_\_ Calendar \_\_\_ Fiscal

PLEASE INDICATE ABOVE IF YOU PREFER CALENDAR (1/1/XX) BILLING OR FISCAL (7/1/XX) BILLING FOR YOUR ANNUAL MAINTENANCE.

3879

EXHIBIT "6" continued

COUNTY OF MANATEE

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

VERMONT SYSTEMS, INC.

By: Robert T Willey

Name: ROBERT T WILLEY

Title: PRESIDENT

Date: Nov 6, 1998

## EXHIBIT "7"

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
09/09/98

PRODUCER

THE ALLEN AGENCY, INC.  
P.O. Box 585  
5 Knight Lane  
Williston

VT 05495

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY

A

PEERLESS INSURANCE CO

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

VERMONT SYSTEMS, INC.  
12 Marketplace

Essex Jct

VT 05452

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	BOP9010522	07/23/98	07/23/99	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	WC9011122	07/06/98	07/06/99	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED

## CERTIFICATE HOLDER

MANATEE COUNTY GOVERNMENT  
1112 MANATEE AVE. WEST,  
SUITE 803  
BRADENTON FL 34205

3881

ACORD 25-S (1/95)

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

LINDA PISHING

ACORD CORPORATION 1988

LW