

**TERMINATION OF
FIREHOUSE SOFTWARE AS A SERVICE AGREEMENT**

RE: Firehouse Software as a Service Agreement ("Agreement") dated September 28, 2010 by and between The Villages Operating Company, a Florida corporation d/b/a The Villages Technology Solutions Group ("TSG") and Sumter County Board of County Commissioners, a political subdivision of the State of Florida ("Sumter").

The above referenced Agreement, a copy of which is attached hereto, is hereby terminated. TSG and Sumter are hereby released of all obligations under said Agreement other than those that survive expiration of termination by their own terms, which shall survive to the extent stated in the Agreement.

Within fifteen (15) days of execution hereof by both parties, Sumter shall pay to TSG a one-time payment of Twenty-Two Thousand Eighty and 00/100 Dollars (\$22,080.00) as full and final payment of all amounts due under the Agreement.

All services provided by TSG under the Agreement shall cease on November 30, 2012.

This Termination of Firehouse Software as a Service Agreement is effective on the date the last party to sign executes this agreement.

TSG:

THE VILLAGES OPERATING COMPANY,
a Florida corporation d/b/a The Villages
Technology Solutions Group

By: _____
Name: _____
Title: _____
Date: _____

SUMTER:

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

_____, Clerk

Approved as to Form
and Legal Sufficiency

County Attorney

FIREHOUSE SOFTWARE AS A SERVICE AGREEMENT

THIS FIREHOUSE SOFTWARE AS A SERVICE AGREEMENT ("Agreement") is made and entered into this 28 day of September, 2010 by and between **THE VILLAGES OPERATING COMPANY**, a Florida corporation, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 d/b/a **THE VILLAGES TECHNOLOGY SOLUTIONS GROUP** ("TSG") and **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose address is 910 N. Main St., Bushnell, Florida 33513 ("Sumter").

RECITALS

- A. Sumter is in need of Firehouse Software as a Service for its fire departments as described in *Exhibit "A"* ("Firehouse Software as a Service" or FSaaS).
- B. TSG is in the business of providing FSaaS.
- C. At this time, TSG and Sumter wish to set forth their agreement concerning TSG providing Sumter with FSaaS.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. Description of Services: TSG shall provide the services described in the attached *Exhibit "A"*. For emergencies, TSG shall initiate work upon written or verbal instruction. For non-emergency projects, Sumter shall request work to be performed under this Agreement on a written work order. Such order shall define the scope of work requested and provide time frames for completion of the requested work. Upon signature of the work order by TSG, such work order shall define the scope of work and the time frames within which the work will be completed. In the event the provisions of the work order and this Agreement are contrary, the provisions of the work order shall control.
2. Term: The term of this Agreement shall be three (3) years from the effective date.
3. Fee Structure: Sumter shall pay the fees set forth in the attached *Exhibit "B"*. All services requiring work away from TSG's usual place of business shall be billed from the time of departure from TSG's usual place of business to the time of return to TSG's usual place of business. TSG shall bill Sumter on a monthly basis for all services included in that billing cycle. Sumter shall pay all invoices within thirty (30) days of the billing date. Late payments shall be subject to a late fee of five percent (5%).
4. Third Party Software Licensing: TSG may from time to time install software or hardware on Sumter's system that requires licensing arrangements with a third party. Sumter shall be responsible for acquiring and maintaining the necessary licenses for any third party software or hardware placed on Sumter's computer systems.

5. Access to System: Sumter agrees to provide TSG with the necessary access to the computer system as required for TSG to perform those services contracted for herein. Sumter shall provide necessary access for TSG to provide its Hosted Firehouse Services remotely.

6. Confidential Information: TSG acknowledges that it may have access to certain confidential information when performing the services contracted for herein and agrees to take necessary acts to ensure that TSG does not make public any information that is identified in writing by Sumter to TSG as confidential and further agrees not to use or disseminate such confidential information except as is necessary to perform its Hosted Firehouse Services contracted for herein or as required by law.

7. Employees: Sumter agrees not to hire employees of TSG for the term of this Agreement and for one year beyond the date this Agreement terminates.

8. Insurance: TSG agrees to keep in place insurance, and produce verification of insurance upon request, with limits not below the following amounts: One Million and 00/100 Dollars (\$1,000,000.00) general liability; Two Million and 00/100 Dollars (\$2,000,000.00) aggregate liability; Two Million and 00/100 Dollars (\$2,000,000.00) professional liability or errors and omissions (E & O); One Million and 00/100 Dollars (\$1,000,000.00) business automobile liability (if applicable); One Hundred Thousand and 00/100 Dollars (\$100,000.00) worker's compensation each accident and each disease; and, Five Hundred Thousand and 00/100 Dollars (\$500,000.00) worker's compensation policy limit. Certificates of insurance naming the Sumter County Board of Commissioners as an additional insured shall be provided for each insurance policy. All insurance carriers must have a financing rate of A- or higher by A.M. Best.

9. Damages: Sumter agrees that damages for any action brought against TSG pursuant to this Agreement shall not exceed the amount of insurance TSG has in place at the time of the event causing such action. In no event shall TSG be liable for special, indirect or consequential damages resulting from work performed under this Agreement.

10. Hold Harmless: TSG agrees to hold Sumter harmless for any damage done to TSG's computer systems while performing work on Sumter's computer system.

11. Force Majeure: Each party shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, requisition, laws, orders of government or civil or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the party prevented, retarded or hindered thereby, including reasonable delays for adjustments of insurance.

12. Merger. This Agreement contains the entire understanding among the parties and supersedes any prior understandings and agreements between them within the respecting subject matter. There are no representations, agreements, arrangements, or understandings, verbal or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

13. Construction, Jurisdiction, and Venue. This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and Venue for any action hereunder shall lie within the Fifth Judicial Circuit, in and for Sumter County, Florida.

14. Miscellaneous: TSG and Sumter acknowledge that the parties and their counsel have reviewed and revised this Agreement, and that the normal rule of construction (ambiguities are to be resolved against the drafting party) shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE VILLAGES OPERATING COMPANY,
a Florida corporation d/b/a The Villages
Technology Solutions Group

By: C. Dale Borrowman
Name: C. DALE BORROWMAN
Title: DIRECTOR, INFORMATION SYSTEMS

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

ATTEST:

Connie Webb, D.C.
CONNIE WEBB, DEPUTY, Clerk

By: [Signature]
Name: DOUG GILPIN
Title: CHAIRMAN

Approved as to Form
and Legal Sufficiency

[Signature]
County Attorney

**AGREEMENT FOR FIREHOUSE SOFTWARE AS A SERVICE
EXHIBIT "A"**

SCOPE OF SERVICES

TSG shall provide those services necessary to create a web hosted version of the software commonly known as "Firehouse" which will enable Sumter to electronically record Fire and Emergency Medical Services (EMS) information into a database thru a graphical user interface utilizing Firehouse software. All maintenance of Firehouse software on TSG servers and the necessary interface provided by TSG shall be conducted in a timely manner. Any changes to the services set forth herein shall be requested as set forth in the following section.

INITIATION OF REQUEST AND WORK ORDER

Sumter will submit its request for assistance to TSG in any one of these acceptable forms: telephone communication, email, or fax. TSG will take the information provided in the request and create a unique Work Order specifically for this request.

When possible, TSG will estimate the amount of time required to complete the tasks identified on the Work Order. When there is not enough information available to estimate the amount of time that might be required, TSG, in conjunction with Sumter, will establish an agreed upon amount of time to invest in the Work Order before both parties reconvene to determine status.

Prior to commencement of any work, both parties will approve the Work Order by signing or by indicating approval via email communications.

BILLING FOR SERVICES

Billing for all work being performed for a Work Order will be done at either the accepted completion of the Work Order, agreed upon by both parties, or on a monthly basis for work completed within a billing cycle. All invoices will identify the work performed as well as the Work Order they were performed against.

DELIVERABLE PRODUCTS

TSG will provide Firehouse software in a web hosted environment. Sumter will be required to provide its licensed users with a computer capable of initiating an internet connection and with sufficient bandwidth (MINIMUM 56k dialup internet connection) to connect to and use the Firehouse software. TSG shall host (provide the infrastructure necessary to run the Firehouse software environment) at TSG's datacenter and will protect the software and all data stored by Sumter under this Agreement with physical, electrical, and logical security measures appropriate for the hosted environment. Connections inbound to the web hosted Firehouse software are limited only by the number of licenses necessary to connect and use the software requested by Sumter at

contract execution. Additional licenses can be added after execution of the contract but are subject to additional charges detailed in Exhibit B.

Data created by licensed users within the web hosted Firehouse software will be backed up and retained per Sumter's written specifications regarding defined frequency and retention periods. Associated charges for selected options are part of the Additional Services Monthly Charges detailed in Exhibit B.

All maintenance of the web hosted Firehouse software environment, including security updates and Firehouse software updates, will be performed by TSG on a regular basis. Any updates or upgrades that would be an additional cost to TSG will be communicated to Sumter. Sumter will make fee and payment arrangements before any associated update or upgrade is performed.

All hardware and software necessary to support the web hosting infrastructure and to provide the services set forth herein is owned by TSG, with the exception of the Microsoft Service Provider License Agreement (SPLA) licenses that are billed monthly and are not owned by either TSG or Sumter. These SPLA licenses are Subscriber Access Licenses (SAL) as detailed in Exhibit B.

Exhibit B
Rate Structure for Firehouse Software as a Service (FSaaS)

Monthly Service Charge		This Monthly Service Charge will remain the same over the contract period. This charge constitutes the infrastructure necessary to offer FSaaS which includes; 10 concurrent use Firehouse Software licenses (Modules Included are Fire and EMS Reporting, Staff Activities and Training, Occupancy Management, Apparatus Equipment and Inventory and Hydrant Tracking), 10 concurrent use Citrix XenApp licenses, 1 Domain Name, 1 SSL Certificate and the hardware to support the implementation. This charge will be added to the selected Additional Services Monthly options below to calculate the Total Monthly Charge.	Sub Total	\$2,677.12
Additional Services Monthly Charges				
Additional Services Options			Each	Extended
QTY	Description			
4	Monthly Rack Space Fee (Electric/HVAC/Security) *Minimum	\$48.00		\$195.18
6	MS Monthly Patch Management *Minimum	\$50.00		\$300.00
4	Antivirus / Spyware protection *Minimum	\$2.25		\$9.00
6	Monitoring Service for Health of servers *Minimum	\$10.00		\$60.00
1	10mb bandwidth including 1 class "C" address *Recommended	\$295.00		\$295.00
00.42	Back Up Operations Frequency "Daily=30.42, Weekly=4.33, Monthly=1" *Recommend "Daily" (During our Backup Operations we will backup and retain all data on Disk Based Backup media that is located in a different area than that of our datacenter for DR purposes). This is just like a tape backup but faster and with better reliability.	\$10.00		\$304.20
0	Administration (beyond normal maintenance per hour)	\$85.00		\$0.00
80	Monthly Data Retained per GB *Example (This is the actual total amount of Data which includes O/S, Applications, SQL Data and any other data types associated with Firehouse not yet known that is backed up and retained per month. 80 GB is just a guess to start with.)	\$0.65		\$52.00
0	Monthly Tape Backup/Taken off site Frequency (This is totally up to Sumter. If Sumter requires Tape Backup, please define the frequency "Daily=30.42, Weekly=4.33, Monthly=1")	\$195.00		\$0.00
80	Tier1 Storage (VM's Running on SAN) per GB *Example (This is the actual total amount of Data which includes O/S, Applications, SQL Data and any other data types associated with Firehouse not yet known that is running on Tier1 storage. 80 GB is just a guess to start with.)	\$0.22		\$17.60
28	TSG Account Maintenance	\$10.00		\$280.00
28	Remote Desktop Services SPLA SAL *Subscription Access License (SAL)	\$4.14		\$115.92
28	SQL 2008 Std Server SPLA SAL *Subscription Access License (SAL)	\$8.74		\$244.72
28	Windows 2008 Std Servers SPLA SAL *Subscription Access License (SAL)	\$4.31		\$122.68
	This is a sum of the above Additional Services options chosen	Sub Total		\$1,994.30
	Example 1 total amount of combined Monthly Service and Additional Services Monthly Options	TOTAL		\$4,671.42
The Monthly Service Charge is the cost of FSaaS as delivered to Sumter before any Additional Services options. The Additional Services Monthly charges are variable depending upon Sumter's elections that can change monthly. **Notice the Monthly Service Charge and Additional Services Monthly charges are current as of 06/23/2010 but are subject to change based on actual costs at time of acquisition.				
To Add Additional Licenses				
License Name (Concurrent Use)	Count	Concurrent (Y/N)	Per Additional User	
Firehouse Software w/3yr Service and Support (SNG)	1	Y		\$2,089.00
Citrix XenApp License w/3yr Service and Support (SNG)	1	Y		\$723.18
Total to add 1 additional Concurrent User of Firehouse Software as a Service (FSaaS) *One Time Fee				\$2,812.18
License Name - Microsoft Subscriber Access License (SAL)				
Remote Desktop Services SPLA SAL *Subscription Access License (SAL)	1	N		\$4.14
SQL 2008 Std Server SPLA SAL *Subscription Access License (SAL)	1	N		\$8.74
Windows 2008 Std Servers SPLA SAL *Subscription Access License (SAL)	1	N		\$4.31
TSG Account Maintenance	1	N		\$10.00
Total to add 1 additional Microsoft *Subscription Access Licensed (SAL) user Additional Monthly Charge				\$27.19
The SPLA Subscriber Access License (SAL) are NOT Concurrent use. (Concurrent use is defined as- A software license that is based on the number of simultaneous users accessing the program. SPLA SAL is defined as- A Subscriber Access License (SAL) required for each unique individual who is authorized to use the Microsoft software in any given month).				