

## FIREHOUSE SOFTWARE AS A SERVICE AGREEMENT

**THIS FIREHOUSE SOFTWARE AS A SERVICE AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form  
and Legal Sufficiency

\_\_\_\_\_  
County Attorney