

STEVEN- PLEASE REMAIL ELECTRONIC
COPY OF SIGNED AGREEMENT ONLY
JRW



Dear Steven:

Thank you for making Vermont Systems your choice for application software and support services. We look forward to working closely with you and your staff.

Enclosed please find two original sets of the VSI Software as a Service (SaaS) License, Maintenance and Support Agreement and Exhibits.

If this Agreement meets with your approval, please complete the following:

1. Page 1 of the Agreement. Enter the executed date.
2. Page 2 of the Agreement, Article 5.1. Please check your preference for either monthly or annual billing.
3. Sign the signature page
4. Initial each page as noted
5. Fill out the Tax Exempt Form and indicate your taxable status
6. Return one set to VSI.

As soon as we receive your signed Agreement, Laurie Valley, our Customer Support/Training Manager will assign a Support Manager and Trainer to your account. Laurie's contact information is lauriev@vermontsystems.com or 800-883-8757, ext. 3006. Next, a Sales Manager and the assigned Support Manager and Trainer will contact you to schedule an installation planning conference call. As part of the follow up, your primary Trainer will contact you to review the software Planning Guide in preparation for the training.

If you should have any questions, please contact us at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Kate W. Mitchell".

Kate W. Mitchell
Vice President/ Business Manager

Vermont Systems, Inc.

**Resale & Exempt Organization
Certificate of Exemption**

Suppliers Name:

Vermont Systems, Inc.
12 Market Place
Essex Junction, VT 05452

Description of Purchased Articles: Software

Please Check Applicable Lines:

- Purchase by Retailer, Wholesaler for Resale
 Purchase by 501C which is Religious, Educational or Scientific
 Direct Purchase by Governmental Unit
 Purchase by Volunteer Fire Dept, Ambulance Co., Rescue Squad

Are you exempt from paying sales tax? Yes or No

Name/Address of Purchaser:

Customer Name: City of Doral
Address 1: 8401 NW 53Rd Terrace
Address 2: _____
City, State, Zip: Doral Florida 33166

Federal ID Number: 85-80 12913723C-5

Purchaser's Primary Business: Municipal Government

I Certify that I am authorized to sign this certificate of exemption and that, to the best of my knowledge and belief, it is true and correct and made in good faith.

Signature: _____ **Title:** _____

Name: _____ **Date:** _____

VERMONT SYSTEMS, INC.
SOFTWARE as a SERVICE (SaaS) SALES AND SUPPORT AGREEMENT

This SOFTWARE as a SERVICE SALES AND SUPPORT (hereafter "SaaS") AGREEMENT ("Agreement"), is made and entered into on this date _____, by and between Vermont Systems, Inc., a Vermont corporation (hereinafter "VSI" and the **City of Doral** (hereinafter the "City" or "Customer"), both of which may be referred to herein collectively, as the "Parties" or singularly as "Party".

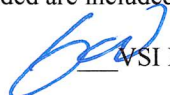

In consideration of the mutual covenants and obligations expressed herein, the Parties agree to the following:

ARTICLE 1 – Software as a Service: Term

- 1.1 VSI shall provide the Customer and the Customer agrees to accept a non-transferable and non-exclusive right to use the Software and Related Materials, as described in the price quote, attached, hereto as Exhibit B, which is incorporated herein and made a part hereof by this reference (the Software"). The SaaS fee includes Related Materials in electronic format, such as online User Reference Manuals, Reports Manuals, Installation Planning Guides, Installation Instructions, On-Line Help, Live Database, and Training Database with Tutorial.
- 1.2 VSI uses the Progress OpenEdge V11 Development software to develop its' applications and deploys using the OpenEdge Workgroup, or Enterprise Relational Database Management System (RDBMS embedded database) with support for 4GL, SQL, ODBC, JDBC, and Enterprise Cluster Manager Integration, and OpenEdge Application Server, Basic and Enterprise Editions with Replication. Therefore, Progress software and Progress RDBMS are required to operate the SaaS application software by platform type, and pricing is included in Exhibit B. The client uses a standard HTML and Java Script browser interface.
- 1.3 As part of this Agreement, VSI will install and configure the application and Progress software on VSI servers at either its' Eastern or Western data center. VSI will also provide disaster recovery and other services, as described in Exhibits E and F, which are incorporated herein and made a part hereof by this reference for all VSI hosted Customers.
- 1.4 At any time, the Customer can add software and users under the terms of this Agreement by paying the additional SaaS fees. The total number of authorized concurrent user workstations permitted to access the RecTrac SaaS database is limited to the number listed in Exhibit B.
- 1.5 SaaS includes one or more RecTrac modules, one or more WebTrac modules, PayTrac payment card interface, and VSI hosting services, as listed in Exhibit B. It does not include payment card readers and processing fees.
- 1.6 The initial term for this Agreement shall be two (2) years (the "Initial Term"). VSI guarantees the monthly SaaS fee listed in Exhibit B, during the minimum initial two (2) year Agreement. VSI reserves the right to increase this fee at the beginning of each one full year renewal, and will notify the Customer at least 30 days in advance of the renewal date.
- 1.7 The Customer is the sole owner of its' data residing on VSI hosting servers. If the Customer terminates use of the VSI hosted software at the end of the initial two (2) year period or any renewal year, VSI agrees to provide a copy of the database to the Customer in readable format.
- 1.8 This Agreement shall become effective upon execution by both parties and shall remain in effect until deliverables stated in Exhibit A have been completed by the Provider or unless earlier terminated. The City Manager may extend the term of this Agreement up to an additional _____ days by written notice to the VSI.
- 1.9 VSI agrees that time is of the essence and VSI shall complete each deliverable for the Project within the specified timeframes, unless extended by the City Manager.

ARTICLE 2 – Annual SaaS Support Services

- 2.1 VSI shall provide the Customer with SaaS support services in accordance with VSI standard SaaS Sales and Support Policies, as described in Exhibit A, which is incorporated herein and made part hereof by this reference (the "Support Policies"). The fees for the support services being provided are included in the monthly SaaS fee listed in Exhibit B.

 VSI Initials,  Customer Initials

ARTICLE 3 – SaaS Training and Installation Services

- 3.1 Training is offered at the Customer site, at VSI (12 Market Place, Essex Junction, Vermont), or remotely from VSI based on a daily or hourly rate, as described in the VSI Sales and Support Policies, Exhibit A.
- 3.2 Any training services and estimated charges for each Customer, including the number of training days, travel, lodging, meals, and other expenses, are itemized in Exhibit B. All training dates must be mutually agreed upon by VSI and the Customer. The Customer can request a change of training dates and number of training days. However, if a change is made after travel arrangements have been completed, the Customer will be responsible for any additional costs incurred as a result of the changes.
- 3.3 If VSI is providing Installation Services, such as hardware and communications installation and setup services, such services will be listed in Exhibit B, as well.
- 3.4 The Customer is responsible for reimbursing VSI for all reasonable expenses, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the Customer. While the estimated out-of-pocket expenses are listed in Exhibit B, only the actual expenses will be billed to the Customer, unless the Customer requires a fixed price in advance.
- 3.5 VSI will honor training and other services quotes for up to 120 days, but reserves the right to modify these rates thereafter, provided same are not in conflict with Exhibit B.

ARTICLE 4 – Charges and Payment

- 4.1 The first monthly SaaS software usage fee will be due on the first day of the month following the date that the software applications become available for Customer use, and will be payable in advance.
- 4.2 The Customer shall pay all applicable sales, consumer use, and other taxes required by law, unless it is exempt from any or all of these taxes. If tax-exempt, the Customer must provide a tax exemption certificate.
- 4.3 VSI will invoice the Customer for training and installation services, along with travel and other expenses, immediately following the completion of each occurrence of training or other services.

ARTICLE 5 – Termination



- 5.1 The City Manager may terminate this Agreement, for any reason, upon thirty (30) days written notice to the Consultant, or immediately with cause. Cause for purposes of this Agreement shall be defined as a violation of Federal, State, County, and/or City regulations by VSI in performance of its obligations under this Agreement, in the City Manager's sole determination, and/or a failure of VSI to follow the directives of the City in such a manner as to cause unreasonable delay, prejudice, and/or damage to the City, in the City Manager's sole determination.
- 5.2 Upon receipt of the Customer's written notice of termination, VSI shall stop work on the Project.
- 5.3 In the event of termination by the Customer, the VSI shall be paid for all work accepted by the City Manager up to the date of termination, provided that the VSI has first complied with the provisions of Article XV.
- 5.4 The VSI shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

ARTICLE 6 – Security of Programs

- 6.1 VSI is responsible for the security of the software and database installed on VSI hosting servers.
- 6.2 The Customer is responsible for providing staff users with access to the internet with sufficient bandwidth and latency to provide satisfactory performance.

ARTICLE 7 – Warranties

- 7.1 VSI warrants that it has the right to provide the SaaS application software for Customer use, and that there are no pending liens, claims, or encumbrances against the software.

 VSI Initials,  Customer Initials

ARTICLE 7 – Warranties (continued)

- 7.2 VSI warrants that the SaaS application software shall conform to its published specifications in the Related Materials, including, but not limited to, the Capabilities Summary, On-Line Help, Reports Manual, User Reference Manual, and Training Tutorials. VSI warrants that the software is merchantable, in that it will properly install and operate using VSI hosting servers.
- 7.3 VSI warrants to the Customer that it is solvent, 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 SaaS-Agreement.
- 7.4 VSI warrants that there has been no violation of copyrights or patent rights in connection with the SaaS software. VSI shall indemnify and save harmless the Customer from any suit or proceeding brought against the Customer by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the Customer shall be entitled to be independently represented by counsel of its own choice.
- 7.5 VSI shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

ARTICLE 8 – Limitation of Liability

- 8.1 Except for the warranties specified in Section 6, VSI grants no warranties, expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement, it is expressly agreed that neither VSI nor the Customer shall be liable to the other Party for special, incidental, indirect, or consequential damages.
- 8.2 Liability Insurance. VSI provides the Customer with a Certificate of Liability Insurance with the Customer named as the Certificate Holder. The standard coverage's with limits are listed in the attached Exhibit C, which is incorporated herein and made part hereof by this reference. If a customer requires insurance coverage beyond the standard limits provided by the VSI Certificate of Insurance, then the customer can either accept the VSI standard coverage at no additional charge or pay for the additional insurance coverage at VSI cost.
- 8.3 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.
- 8.4 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 8.5 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

ARTICLE 9 – Risk of Loss

- 9.1 VSI shall be responsible for the risk of loss or destruction of the software and database.

ARTICLE 10 – Personal Information Protection

- 10.1 VSI will provide the SSL (Secure Socket Layer) Certificate for the hosting servers to protect the flow of data between the hosting servers and the Customer's remote users, as described in Exhibit E. The chargeable Progress TDE is also available to protect data at rest, as well. If a breach occurs, VSI will notify the Customer immediately regarding the extent of the breach, so that the Customer can notify its patrons at no charge that a breach of security has occurred.

ARTICLE 11 – Application Source Code

- 11.1 The Source Code for all VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 6 Joshua Way, Suite B, Essex Junction, Vermont 05452, Attn: Jason Ruwet 802-878-3346, jfr@essexvtlaw.com. The source code held in escrow is updated after each software release. If VSI defaults in providing software maintenance support due to company failure, or bankruptcy, or discontinuance of said service by VSI, it will notify the Customer and the Escrow Agent that it is in default and shall provide the Customer with a copy of the database in readable format..

Ata VSI Initials *JFR* Customer Initials

ARTICLE 12 – Independent Contractor

12.1 In performing the work under this Agreement, VSI acts, and shall be construed as acting, as an Independent Contractor and is solely responsible for necessary and adequate workers' compensation insurance, as well as personal injury and property damage insurance.

ARTICLE 13 – Change Orders or Extensions

13.1 The Customer may require changes in the scope of services to be performed by VSI. Such changes, including any increase or decrease in compensation amount, must be mutually agreed upon in writing by the Licensee and VSI. VSI shall be compensated for all authorized changes in services.

ARTICLE 14 – Notice

14.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward A. Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
Weiss, Serota, Helfman, Cole, & Bierman, PL
City Attorney
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For VSI: Giles N. Willey
President
Vermont Systems, Inc.
12 Market Place
Essex Junction, Vermont 05452

ARTICLE 15 – Ownership and Access to Records and Audits

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from VSI providing services to the City under this Agreement shall be the property of the City.

15.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the VSI involving transactions related to this Agreement.

15.3 In addition to other contract requirements provided by law, VSI shall comply with public records laws, specifically to: (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

15.4 The City may cancel this Agreement for refusal by the VSI to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

 VSI Initials  Customer Initial

ARTICLE 16 – No Assignability

16.1 This Agreement shall not be assignable by VSI, unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

ARTICLE 17 – Waiver

17.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

ARTICLE 18 – Authorization and Entire Agreement

- 13.1 Each Party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights stated herein, and to perform the duties and obligations described herein.
- 13.2 This Agreement and the attached Exhibits A, B, C, E, & F constitute the entire Agreement between Vermont Systems and the Licensee.
- 13.3 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, then all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

ARTICLE 19 – Counterparts

19.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

CITY OF DORAL

Edward A. Rojas
City Manager
Date: 7.11.17

(Signature)

ATTEST:

(Signature)

CONNIE DIAZ, CMC, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL.

(Signature)

WEISS, SEROTA, HELFMAN, COLE, &
BIERMAN, PL
CITY ATTORNEY

VERMONT SYSTEMS, INC.

(Signature)

Giles N. Willey
President
Date:

1. SOFTWARE as a SERVICE:

The SaaS application software usage payment is due monthly or annually on the first day of the payment period. The SaaS usage fee also includes the Progress OpenEdge V11 Application Server Deployment software and Personal, Workgroup, or Enterprise RDBMS (imbedded database) both of which are required to operate the VSI application software using a browser or web client. The usage payment plan can be converted to a license with annual maintenance at any time by prorating 40% of fees paid toward the license fee. The SaaS usage fee is unrelated to VSI hosting services fees.

2. SOFTWARE as a SERVICE SUPPORT:

The SaaS fees include software upgrades and support as follows:

- Worldwide telephone (800 US & Canada) and web support for VSI and Progress software five (5) days/week, Monday-Friday, 8am-8pm ET, and availability of chargeable extended hours Pager support, Monday – Friday, 8pm -10pm ET, and Saturday, Sunday, & Holidays 8am – 5pm ET. Further, Pre-Arranged Standard & Non-Standard Hours Standby Telephone Support is available, as described in Section 4 below.
- Maintenance and repair of application software malfunctions with an acknowledgement response, as described in the Call Process, Section 5 below.
- One major application software upgrade every two years, along with multiple periodic updates. Major upgrades usually require a database conversion, while other periodic updates are program only. Enhancements are based primarily on user requests, but they also include an extensive number of VSI initiated improvements, all of which are added at the discretion of VSI. The status of all VSI software releases is available on VSI's web site at www.vermontsystems.com. Further, VSI notifies all Customers regarding the status and availability of all software releases in its' quarterly newsletter. Customers must contact VSI to schedule major software upgrades, which are downloaded from VSI's FTP site by Customers that host on premise. VSI upgrades software for all VSI hosted Customers.
- One biennial database conversion by VSI via FTP or WebEx during standard VSI business hours. VSI FTP/WebEx database conversion services are only chargeable, if started and/or completed during non-standard VSI business hours (before 8am and after 5pm ET, Monday through Friday and on weekends and holidays). Please note that all non-production database conversions are billable at standard VSI support rates. VSI provides coordinated software upgrade and database conversion services for VSI hosted Customers.
- Federal and State regulatory requirement changes.
- User ID and Password login access to Customer Support and Downloads sections on VSI web site.
- Phone support to explain how to configure database, how system works, and how to prepare for implementation of certain functions, such as those listed below under Extended Dedicated Support.
- Updates to financial and other interfaces due to VSI application software modifications and not due to application software modifications by other vendors.

Any of the following costs associated with customer support are **not included**:

- Actual usage of Standard Hours Pager Support, 8pm-10pm ET, Mon-Fri and Sat, Sun, & Holiday 8am-5pm ET.
- Pre-Arranged Standard Standby Telephone Support, Monday-Friday, 8am-5pm ET, and Non-Standard Standby Telephone Support are chargeable at different rates per hour.
- Any associated travel and out-of-pocket expenses for installation and training services.
- Installation and configuration of product enhancements or releases, database repairs, and more than one biennial database conversion are chargeable, unless VSI is providing hosted services.
- Telephone support related to computer hardware, operating systems, networking, and reinstallation and configuration of application software is chargeable. If the hardware and software configurations are modified after VSI has completed on-site or telephone installation services, additional requested support services are chargeable.
- Telephone training, as a substitute for on-site training or classroom training at VSI, as well as for untrained operators, is chargeable. Refer to Sections 6 and 7 below and to standard VSI hourly services pricing.
- VSI application software WAN access configuration.
- Customized print programs and updates are chargeable.
- Interfaces to export or import data from or to other application software databases are chargeable.
- Extended Dedicated Support to implement or change certain functions, such as 1) Switching from Cash to Accrual Accounting; 2) Reinstall WebTrac software on server; 3) Customize Splash Page; 4) Create Web Bypass Links; 5) WebTrac Style Sheets changes; and, 6) Database Support to analyze and correct extensive out-of-balance condition.
- Hosting services are not included in the VSI application software maintenance fees.

3. PROGRAMMING ENHANCEMENTS:

Although VSI policies provide for charging for special programming, we generally do not charge for individual enhancement requests. All **approved** enhancements and repairs are automatically included in the usage fee.

4. VSI EXTENDED HOURS PAGER & STANDBY TELEPHONE SUPPORT SERVICES:

Standard Extended Hours Pager Telephone Support

Monday - Friday 8pm – 10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. If extended hours support is actually provided, it is chargeable with a minimum per call or multi-call issue.

Pre-Arranged Standard and Non-Standard Hours Standby Telephone Support

Standard Standby Telephone Support, Mon-Fri, 8am-5pm ET and Non-Standard Standby Telephone Support can be pre-arranged by calling VSI at least one full business day in advance. Standard & Non-Standard Standby Support is provided at different rates per hour.

5. SUPPORT CALL PROCESS:

To provide high quality support and to effectively assign resources to incoming calls, three types of call priorities are identified as follows: Priority 1 is considered Urgent or High Priority, Priority 2 is classified as Medium Priority, and Priority 3 is deemed to be Low Priority.

The criteria used to establish guidelines for these priorities are as follows:

Priority 1 – High

Consists of errors that cause unrecoverable loss or corruption of data or loss of essential software functionality that prevents Customer processing, and there is no workaround. Generally, the system is down.

Priority 2 – Medium

Consists of errors that cause loss of essential software functionality that prevents Customer processing, but has a workaround, or loss of non-essential software functionality that does not have a workaround. Generally, the system is not down, but the problem is causing staff inconvenience.

Priority 3 – Low

Consists of errors that may be causing loss of non-essential software functionality, but have a workaround. While the system is not down generally, the Customer's operational questions need to be resolved.

Response Times

VSI will respond to Priority 1-3 support calls in accordance with The Table of Service below, and all time references are clock hours or calendar days, unless otherwise specified. The Customer will use the VSI telephone number or support email address during standard VSI business hours, as described in Section 2, or the VSI pager number during standard pager support hours, as described in Section 4. The Customer can also call the pager number to request support during pre-arranged non-standard pager support hours, as described in Section 4. The Customer and VSI support person may also use cell phones for more efficient responses.

All issues or questions reported to support are tracked via a logged support call that contains at a minimum the Customer name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue, and any other pertinent information. The support person will provide the Customer with a call number to track each call issue. Each call will be stored in a queue and the first available support representative will be assigned to the next call issue.

While reviewing the call issue, the assigned support person will contact the Customer, if additional information is needed. The VSI support person will either resolve the issue with the Customer or advise the Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a call are tracked in the support database. If the issue needs to be escalated to a development resource, the Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. The Customer may contact the support department at its convenience for a status update on development issues.

Escalation Process

In the event that VSI is unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in the Table of Service below, VSI will initiate escalation procedures at VSI's sole expense, except if due to hardware malfunctions, utility failures, air conditioning malfunctions, non VSI software problems, communications malfunctions, environmental problems, user errors or any other cause outside VSI's reasonable control, in which case VSI may charge the Customer at the hourly rates listed in VSI services pricing. However, VSI will continue to assist the Customer to resolve the problem, even when VSI and Customer may not agree on the cause of the problem.

Table of Service Requirements

The table below lists the service level required by the three Priority levels described above:

Service Level Required	Priority 1	Priority 2	Priority 3
	(time measured from initial call to VSI)		
Initial Response Due	1 hour	4 hours	5 days
Correction identified and a mutually agreeable correction plan will be developed within	24 hours	7 days	As mutually agreed
Escalation Stage 1 (Support Managers)	12 hours	7 days	N/A
<i>Stage 1 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 2 (Vice President of Support)	24 hours	7 days	N/A
<i>Stage 2 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 3 (President)	72 hours	10 days	N/A

6. VSI SUPPORT SERVICES PRICING

VSI charges a daily fee for on-site training based on an 8-hour day, plus out-of-pocket travel expenses. VSI charges the same daily fee for classroom-training at VSI for the first two Customer trainees, along with a reduced rate for each additional trainee. Other services include 800 telephone training, programming, hardware, and network configuration support services. Travel time, which includes two-way travel for trips lasting less than 4 hours, is also chargeable. VSI reserves the right to modify these rates at any time.

7. VSI WEEKEND SUPPORT SERVICES PRICING:

The weekends daily and hourly training rates are based on one and one half times the standard weekday rates. If the Customer asks the VSI Trainer to stay over a weekend, in order to save on travel costs, and no training is provided, the Customer will be charged a reduced daily fee, plus all normal travel expenses. VSI reserves the right to modify these rates at any time.

8. ON-SITE TRAINING SHORT NOTICE CANCELLATION PENALTY:

If scheduled on-site training is cancelled with less than 3 weeks' notice, the Customer will be responsible for any travel expense losses, as well as a penalty to partially offset VSI Trainer rescheduling costs. This penalty will be applied reasonably.

9. TRAINING CANCELED DURING SCHEDULED ONSITE TRAINING WEEK:

If the Customer cancels training for any reason (weather, trainee sickness, etc) while the VSI Trainer is onsite, Customer must still pay VSI daily rates for training and travel expenses.

10. TELEPHONE SUPPORT:

Telephone support worldwide, during VSI standard business hours, is included in the Annual Software Maintenance and Support fee, provided that VSI has previously trained the individuals being supported. Otherwise, chargeable telephone or on-site training must be completed.

11. DOCUMENTATION:

All documentation is provided electronically on a DVD by application and it includes the User Reference Manual, Installation Planning Guide, Reports Manual, Installation Instructions, On-Line Help, and Sample Database with Tutorial. Customers can print any number of copies needed to train their staffs and manage their operations. Chargeable hard copy manuals are also available.

12. INSTALLATION PLANNING:

After receiving your order, VSI will assist you to develop a plan, which will assign Customer and VSI responsibilities for the various elements required to successfully complete the installation and training.

13. THIRD PARTY GENERAL LEDGER/CASH RECEIPTS INTERFACE PROCEDURES:

The VSI Trainer will configure RecTrac/GolfTrac/CYMTrac software for the appropriate vendor interface and will show the Customer how to generate the batch export file that contains the summary or detailed transactions for the day or any date range. At this point, it is the Customer's responsibility to contact the financial software vendor to arrange for assistance to import the daily batch file for automatic posting to the cash receipts or general ledger system. The VSI trainer is not responsible for importing the batch files into any third party application software or for contacting the vendor.

14. HARDWARE PAYMENT & WARRANTY:

Full payment for the hardware and systems software is due following delivery, after verification of the order. The verification process must be completed, so that all payments can be made within 30 days of delivery. The VSI supplied hardware includes warranties from the manufacturers or distributors for specified periods. Please review the quotes and warranty chart provided by VSI. After the warranty period or add-on warranty period, hardware vendors also provide time and materials maintenance support. Warranty and maintenance contract service provided on a Depot Basis can require several days to complete. Therefore, plan your purchases to include **spare critical units**, in order to provide your users with uninterrupted operations. Hardware returns in the original packaging are only accepted during the first 30 days following delivery.

15. VSI POS HARDWARE SUPPORT:

To support our POS software applications, VSI offers a broad range of hardware computers and peripherals that we have evaluated, qualified, and configured to function properly with our software. This requires an extensive investment of resources including labor and the purchase of one or more of each type hardware product. Further, these hardware products are essential to support our customers and for testing each software upgrade. Most customers appreciate the availability of these qualified products, since it saves them from experiencing the same expensive process.

Our priority is to offer only high quality products with extended warranties at competitive prices, but not necessarily at the lowest prices. A qualified product that is competitively priced is much more important than the lowest price. More often than not a lower priced, unqualified product will eventually cost much more for all concerned. VSI hardware support policies are as follows:

Qualified POS Hardware Purchased from VSI – Full Support:

VSI will be responsible for ordering the properly configured hardware with the correct cables and other features, delivery, installation and configuration assistance, toll free telephone support, and warranty service arrangements, as needed.

Qualified POS Hardware Purchased from Another Source – Partial Support:

VSI is **not** responsible for resolving problems resulting from incorrectly ordered hardware, resulting installation and configuration problems, and warranty service arrangements. However, VSI will provide limited guidance and support, during the installation of the hardware. If issues are not resolved within a few minutes, then VSI will continue to provide 800 phone assistance at the standard VSI support rate.

Non-Qualified POS Hardware Purchase from another Source – Limited Support:

VSI does not support non-VSI qualified POS hardware using our 800 support lines. However, if a customer calls for assistance and the VSI support person determines that the request is for a non-qualified product, he/she will discuss options as follows: 1) Select qualified hardware on the VSI price list, or 2) Discuss qualifying a new product with VSI management. If a customer requests VSI to consider qualifying a non-qualified product, we will evaluate the circumstances, and if justified, will attempt to qualify. In order to proceed, the customer must send an evaluation unit to VSI and we will attempt to qualify it at the rate of \$100/hour. The customer must specify a qualifying spending limit. If successful, VSI may or may not add the product to our price list. If added, VSI will continue to support the product as described under qualified hardware options. If not, any on-going qualifying that might be required, as a result of hardware or software upgrade changes, will be chargeable at standard VSI support rates.

POS Hardware Onsite Installation Support:

If you expect the VSI Trainer to install POS hardware during an onsite training trip, you must allocate sufficient time in the schedule to complete the software training and the hardware installation and configuration. The time allocated will vary based on the three situations described above, but the most time-consuming will involve hardware that VSI has not qualified. The time allocated will also vary depending on the number units to be installed. If the VSI Trainer installs and configures the hardware during a normal 8-hour workday, then this would be included in the previously approved onsite training fee. If the VSI Trainer is required to work in excess of 8 hours on any given day, in order to complete the hardware setup and software training during the scheduled onsite visit, then the Customer will be billed for overtime fees.



Proposal Summary Pricing
VSI Quote Number: 62966

Please See Detail Breakdown
 on Following Pages

Description: **Exhibit B - SaaS Pricing**
 Prepared For: **City of Doral, Doral, FL**
 Contact Name: **Steven Diaz, Rec. Facility Supervisor**
 Contact Email: **steven.diaz@cityofdoral.com**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(305)593-6600**
 Fax Number:
 Quote Date: **05/11/2017**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
SaaS RecTrac/WebTrac/PayTrac/Hosted - Workgroup				
SaaS1 RecTrac/WebTrac/PayTrac/Host	\$0.00	\$21,300.00	\$0.00	\$21,300.00
Support Services - Training & Expenses	\$20,785.00	\$0.00	\$0.00	\$20,785.00
Total SaaS RecTrac/WebTrac/PayTrac/Hosted:	\$20,785.00	\$21,300.00	\$0.00	\$42,085.00
ID Systems - Workgroup Multi-User Software				
Key Fobs	\$440.00	\$0.00	\$20.00	\$460.00
Total ID Systems:	\$440.00	\$0.00	\$20.00	\$460.00
Hardware - (VSI Qualified)				
Printers Receipt	\$1,080.00	\$0.00	\$58.00	\$1,138.00
Cash Drawers	\$350.00	\$0.00	\$48.00	\$398.00
Barcode Readers	\$670.00	\$0.00	\$26.00	\$696.00
Payment Card Readers	\$3,580.00	\$0.00	\$64.00	\$3,644.00
Total Hardware:	\$5,680.00	\$0.00	\$196.00	\$5,876.00

VSI TOTALS				
SaaS1 RecTrac/WebTrac/PayTrac/Host	\$0.00	\$21,300.00	\$0.00	\$21,300.00
Printers Receipt	\$1,080.00	\$0.00	\$58.00	\$1,138.00
Cash Drawers	\$350.00	\$0.00	\$48.00	\$398.00
Key Fobs	\$440.00	\$0.00	\$20.00	\$460.00
Barcode Readers	\$670.00	\$0.00	\$26.00	\$696.00
Payment Card Readers	\$3,580.00	\$0.00	\$64.00	\$3,644.00
Support Services - Training & Expenses	\$20,785.00	\$0.00	\$0.00	\$20,785.00
Grand Totals:	\$26,905.00	\$21,300.00	\$216.00	\$48,421.00

* NOTE: Shipping is FOB - Origin (Plus Tax Where Applicable / Includes Shipping FOB - Origin)

SOFTWARE as a SERVICE (SaaS) TOTALS		
Cost to Go Live!	\$28,896.00	(Includes Training, Hardware/Shipping, and First Monthly SaaS fee)
Monthly SaaS Fee	\$1,775.00	
Total First Year Costs	\$48,421.00	
Total Year 2+	\$21,300.00	



SaaS RecTrac/WebTrac/PayTrac/Hosted Workgroup
VSI Quote Number: 62966

Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change

Description: **Exhibit B - SaaS Pricing**
 Prepared For: **City of Doral, Doral, FL**
 Contact Name: **Steven Diaz, Rec. Facility Supervisor**
 Contact Email: **steven.diaz@cityofdoral.com**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(305)593-6600**
 Fax Number:
 Quote Date: **05/11/2017**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<u>SaaS1 RecTrac/WebTrac/PayTrac/Host</u>					
1	Each	SaaS Monthly-4 Module/RecTrac 7 Users, Silver Hosting (VS-WG-4MODULE)	\$1,725.00	\$1,725.00	\$20,700.00 1
1	Each	SaaS Monthly Interface Add-On Fee (VS-WG-ADDON)	\$50.00	\$50.00	\$600.00
Total SaaS1 RecTrac/WebTrac/PayTrac/Host:				\$1,775.00	\$21,300.00
<u>SaaS1 Modules and Add-ons</u>					
1	Each	Activity Registration (VS-SS-RT-AR)	\$0.00	\$0.00	\$0.00
1	Each	Facility Reservations (VS-SS-RT-FR)	\$0.00	\$0.00	\$0.00
1	Each	Pass Management (VS-SS-RT-PM)	\$0.00	\$0.00	\$0.00
1	Each	League Scheduling (VS-SS-RT-LS)	\$0.00	\$0.00	\$0.00
1	Each	Incident Reporting (VS-SS-RT-IR)	\$0.00	\$0.00	\$0.00
1	Each	System Administration (VS-SS-RT-SA)	\$0.00	\$0.00	\$0.00
1	Each	External Redirect Credit Card Interface (VS-SS-RT-CC)	\$0.00	\$0.00	\$0.00
1	Each	General Ledger Interface (VS-SS-IN-GL)	\$0.00	\$0.00	\$0.00
Total SaaS1 Modules and Add-ons:				\$0.00	\$0.00
<u>Support Services - Training & Expenses</u>					
14	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$770.00	\$10,780.00	\$0.00
3	Day(s)	Travel Time (X-S-TNG-09)	\$375.00	\$1,125.00	\$0.00
16	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$5,280.00	\$0.00 2
3	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$3,600.00	\$0.00
Total Support Services - Training & Expenses:				\$20,785.00	\$0.00
Total Software, Hardware and Support Services				\$20,785.00	\$21,300.00
Grand Total - SaaS RecTrac/WebTrac/PayTrac/Hosted:				\$42,085.00	

* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)



**ID Systems Workgroup Multi-User Software
Pass Management Photo/Plastic Photo ID Card System
VSI Quote Number: 62966**

**Please Review Notes on Last Page
Software Pricing Is Valid For 120 Days
Hardware Pricing Is Subject to Change**

Description: **Exhibit B - SaaS Pricing**
 Prepared For: **City of Doral, Doral, FL**
 Contact Name: **Steven Diaz, Rec. Facility Supervisor**
 Contact Email: **steven.diaz@cityofdoral.com**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(305)593-6600**
 Fax Number:
 Quote Date: **05/11/2017**

<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Estimated Shipping*</u>	<u>Annual Maint/Svs</u>
Key Fobs						
1000	Each	Key Fob, Teslin, Preprinted, Qty 1000 (S-KF-GL-T1P-14-10)	\$0.44	\$440.00	\$20.00	\$0.00 3
Total Key Fobs:				\$440.00	\$20.00	\$0.00
Total Software, Hardware and Support Services				\$440.00	\$20.00	\$0.00
Grand Total - ID Systems:					\$460.00	
* NOTE: Shipping is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)		



Hardware (VSI Qualified)
VSI Quote Number: 62966
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: **Exhibit B - SaaS Pricing**
 Prepared For: **City of Doral, Doral, FL**
 Contact Name: **Steven Diaz, Rec. Facility Supervisor**
 Contact Email: **steven.diaz@cityofdoral.com**
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(305)593-6600**
 Fax Number:
 Quote Date: **05/11/2017**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
Printers Receipt						
4	Each	Star TSP143UII, 40 col Thermal, USB, Cutter (H-PRT-ST-05-U-B)	\$265.00	\$1,060.00	\$52.00	\$0.00 4
2	Each	Drawer 1 Cable for Epson & Star Printer (H-DRW-MM-X-CB1-EPST)	\$10.00	\$20.00	\$6.00	\$0.00
Total Printers Receipt:				\$1,080.00	\$58.00	\$0.00
Cash Drawers						
2	Each	MMF Advantage 17.4Wx18.7D Dumb Drw Paint Front Blk (H-DRW-MM-11-D-BK)	\$175.00	\$350.00	\$48.00	\$0.00
Total Cash Drawers:				\$350.00	\$48.00	\$0.00
Barcode Readers						
2	Each	Honeywell MK7580G 1D/2D Genesis Imager, USB Cable (H-BCR-HY-10)	\$335.00	\$670.00	\$26.00	\$0.00 5
2	Each	MK7580 Custom Configuration for VSI software (H-BCR-HY-11-X-C)	\$0.00	\$0.00	\$0.00	\$0.00 6
Total Barcode Readers:				\$670.00	\$26.00	\$0.00
Payment Card Readers						
4	Each	Cardconnect Ingenico ISC250 Pinpad Reader, SigCap (H-PIN-IG-250)	\$895.00	\$3,580.00	\$64.00	\$0.00 7
Total Payment Card Readers:				\$3,580.00	\$64.00	\$0.00
Total Software, Hardware and Support Services				\$5,680.00	\$196.00	\$0.00
Grand Total - Hardware:					\$5,876.00	
* NOTE: Shipping is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)		



Proposal Summary Pricing
VSI Quote Number: 62966

Please See Detail Breakdown
on Following Pages

Description: **Exhibit B - SaaS Pricing**
Prepared For: **City of Doral, Doral, FL**
Contact Name: **Steven Diaz, Rec. Facility Supervisor**
Contact Email: **steven.diaz@cityofdoral.com**
Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number: **(305)593-6600**
Fax Number:
Quote Date: **05/11/2017**

- 1 SaaS monthly fee includes selected RecTrac and WebTrac application software modules, RecTrac System Administration and Incident Reporting modules, Pass Management ID Integration, Mobile WebTrac, up to 7 concurrent RecTrac users, Progress OpenEdge RDBMS, PayTrac payment card interface, WebTrac Stylesheet, Premium Splash Page, & Agents, and Silver Level Hosting Services.

It does NOT include VSI Add-ons such as GL Interface, Activity Custom Brochure, Field Lighting interfaces. Those will be added as a separate line items, if applicable.

- 2 The included expenses are ESTIMATED for airfare, lodging, meals, parking, tolls, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.

- 3 Please note that this quote is an estimate and actual print costs may vary somewhat due to over runs, etc. Delivery - be sure to allow 4 to 6 weeks after the you have approved the proof copy of the keyfob.

Pricing includes the initial proof plus one revision. After that each revision will be charged \$75.00.

All barcode samples and magnetic card samples will be shipped via US mail; UPS service will be available for a fee. A Cancellation fee of \$75.00 will be issued when an order is cancelled after it has been proofed. After a proof is signed, the financial ownership that proof and order is the customers. The customer will be responsible for its entire content.

- 4 Includes power supply, power cord, auto cutter and cable. Wall mountable.
- 5 Honeywell MK7580G-2 Genesis Bar Code Imager USB Kit, 1D/2D, PDF17, Gray, Type A 3M Cable (9.5' - Cbl-500-300-S00)), Power Supply, EasyID Software, Documentation, and VSI Custom Configuration. USB keyboard emulation is standard with optional Serial or Parallel emulation. Standard keyboard emulation used to connect reader to dedicated computer. This scanner can be used for RecTrac Background Visit Check-in by configuring it for Serial Emulation using the same USB cable. This enable the computer to be used for other functions, while it is also being used to scan visitor ID cards.
- 6 Custom Configuration for VSI application software, so plug and play out of the box.
- 7 Ingenico ISC250 Credit Card/Pinpad Debit Card Reader, PCI 4.X, 4.3" Color Display, 32-bit ARM 9 Processor, 64 SD/128 Flash, Stylus, PCT PTS 3.0 and 4.0, EMV Level 1, Triple DES, SRED, Speaker, Trk123 Magstripe Reader, Smart Card Reader, Signature Capture, CTLS (Contactless) Reader, USB/Ethernet, Remote Inject Encryption, Telium 2 Application, 1-Year Depot Warranty.

EXHIBIT C



VERMO19 OP ID: LS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kinney Pike - Williston 62 Knight Lane Williston, VT 05495 Jake Obar	CONTACT NAME: Elizabeth Harlow	
	PHONE (A/C, No, Ext): 802-878-1600	FAX (A/C, No): 802-879-4022
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hanover Insurance Company		22292
INSURER B: Underwriters at Lloyds		
INSURER C:		18058
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Vermont Systems, Inc.
 12 Market Place
 Essex Jct, VT 05452

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 0 liab deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OBV9813141 04	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> 0 liab ded <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		AWV A817262 01	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		OBV9813141 04	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WDV9813126 04	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional		USUCS2606354-16	12/31/2016	12/31/2017	Prof Liab 2,000,000
C	Cyber Liability		PHSD1217569	01/31/2017	01/01/2018	Cyber 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CITYDOR City of Doral 8401 NW 53rd Terrace Doral, FL 33166	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jake Obar
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EXHIBIT E
Vermont Systems Cloud Computing Services
VSI Eastern & Western Data Centers

1. Full Hosting Services:

VSI owns and manages redundant servers and communications devices that are installed at its Eastern and Western data centers. These systems are operational on a 24/7/365 basis. VSI provides its hosting services customers with Progress deployment software support, Progress RDBMS database support, and extended hours Pager support as described in VSI's Sales & Support Policies (Exhibit A in the VSI Sales Agreement). Initially, this includes live hosting phone support from 8:00am to 8:00pm, Monday – Friday, plus no charge 24/7 Pager support for all other hours. Hosted Services Support is specific to application availability. If users are unable to access the application software, they would contact Hosted Services Support. As the number of hosting customers grows, live hosting phone support will be expanded accordingly.

2. Eastern & Western Data Center Hosting Services:

Tech Vault and FORTRUST are VSI business partners that assist VSI to provide full hosting services for VSI customers. Tech Vault Data Center has a Green Building Council Silver Certification (Leed Silver) and is HIPAA, PCI-DSS, and SSAE-16 SOC 2 compliant. Tech Vault has also applied for LEED Gold certification. FORTRUST Data Center has been awarded an M&O Stamp of Approval with Tier III Gold Certified and SSAE-16 Services Organization Control (SOC) 1 Type 2, SOC 2 Type 2, SOC 3 SysTrust Services Organization, BBB A+ Accreditation, HIPAA, and GLBA reporting colocation facility with 100% uptime.

At Tech Vault, massive Internet bandwidth is provided by six ISP providers, each having dual points of entry into the facility. Tech Vault is a node on every carrier's regional SONET ring. All onsite ISP network systems are delivered by redundant Cisco router infrastructure, and BGP services keep your systems available and online in any event. Tech Vault provides a 99.999% bandwidth uptime guarantee with its SLA's.

Data Center Space:

- Multi-level security access to the server facility.
- HIPAA-compliant facility with exterior walls built to Homeland Security specifications.

Data Center Cooling & Environment:

- Industry-leading cooling with integrated humidification.
- Fully redundant N + 1 architecture.

Security & Access:

- Man-Trap access-only with dual-factor finger biometric scan and integrated HID proximity reader.
- Keycard and biometric facility access.
- Authorized VSI access 24/7/365.
- Video surveillance cameras, internal and external, 24/7/365 basis.

Power:

- Fully redundant battery and automatic generator backup.

Internet Services:

- Data Centers are ISP Carrier neutral facility.
- Multiple tier-one providers.
- Internet utilizes Border Gateway Protocol to provide 100% internet availability.

Additional Data Center Features:

- 24/7/365 Facility Environmental Monitoring by Data Center staff.
- Hardware Monitoring (SNMP) and Diagnostics.
- 100% uptime for bandwidth and power.

3. VSI Managed Hosting Services:

- Redundant hosting servers, routers, and switches with automatic fail-over.
- Progress Deployment software support and Progress RDBMS database support.
- Automatic VSI program updates.
- Database daily backup and database restore, as requested, and copy live to demo.
- RecTrac and WebTrac only generated email service. (Not to be used as a general mail server)
- Monthly Internal/External Vulnerability Scan both data centers by Trustwave.
- Quarterly Internal/External Penetration Test both data centers by Trustwave.

3. VSI Managed Hosting Services (continued)

- Managed hosting services anti-virus protection.
- All VM services are hosted in a private cloud.
- VSI will routinely install server operating system updates, as released by the vendors.
- Progress Replication between data centers for Disaster Recovery site*
- Progress TDE Encryption available for data at rest protection**

* Failover to warm Disaster Recovery site is controlled manually by VSI staff. Since each data center has localized redundancies built-in, a catastrophic event would need to occur before failover would be initiated. Alternate URL's for RecTrac/WebTrac will be provided to customers in case a Disaster Recovery event occurs.

** Depending on the Site License Agreement, additional licensing fees may apply.

4. VSI Additional Chargeable Hosting Services:

- Periodic database performance audits and tuning.
- Assisted HTML development of splash pages and implementation.

5. SSL (Secure Sockets Layer) Certificate:

VSI will provide the SSL Certificate for the hosting servers. While the flow of data between the hosting servers and the Customer's remote users is encrypted using the SSL provided, VSI is not responsible for any loss of data beyond our control.

6. Fire Wall Rules:

VSI is responsible for configuring and maintaining the firewall rules for the hosting servers and will notify the Customer of any changes that would impact the Customer's access to the application database. The Customer is responsible for configuring and maintaining firewall rules for all Customer locations.

7. Periodic Hosting Servers Maintenance:

VSI will provide the Customer with advance notice when the hosting servers will be unavailable due to scheduled maintenance. VSI will coordinate with the Customer to minimize down time for scheduled maintenance.

8. VSI Hosting Servers Technical Support:

If the source of a technical problem exists within the systems or technology under VSI management, no charge will apply. For example, a technical issue, such as, your hosting server becomes unreachable due to a network or hardware failure. This example is for reference purposes only and should not be misconstrued as the only issue that might arise over time.

9. ERI PayTrac License:

The Customer must license one of the VSI certified ERI credit card interfaces to process office (Retail, MOTO) and online (ecommerce) payments and to ensure that credit card data is encrypted and secure. If pin debit card payments are to be accepted, then a VSI ERI pin debit card interface will be required for the same processor. If check payments are to be processed electronically, a VSI eCheck interface will also be required.

10. Hosting Penalties:

There shall be no downtime penalty for scheduled operating system upgrades, scheduled Progress software updates, application software upgrades, DNS outages, and application database upgrades. Except for these scheduled downtimes, VSI expects over 99.7% uptime. Therefore, if the software applications are unavailable for customer use for more than 26 hours of a total 8760 hours in a calendar year due to hosting services, VSI will credit the customer with a prorated amount for any lost time exceeding 26 hours to the nearest 15 minutes.

**EXHIBIT F - VSI FULL HOSTING SERVICES 3.x Software
Service Level Feature Comparison 10/12/2016**

Item	Description	Silver	Gold	Platinum
1.	Flat monthly fee (no transaction fees) based on Service Level and number of concurrent users.	Yes	Yes	Yes
2.	No forced convenience fee passed on to patrons. VSI customer can elect to charge a convenience fee to the patron for WebTrac transactions, but this is a user-defined parameter.	Yes	Yes	Yes
3.	Servers managed by VSI in two secure data centers located in eastern and western regions of the United States. All server hardware and operating system maintenance is provided by trained VSI professionals.	Yes	Yes	Yes
4.	RecTrac Email Archiving tracks emails sent in report format to include address, recipient, subject, email body, and RecTrac user who sent the email, along with the list of BLOB attachments. Does not guarantee delivery or receipt.	Yes	Yes	Yes
5.	All VSI application upgrades will be performed by VSI. If these upgrades involve "planned" downtime, they will be coordinated with the customer to occur during off-peak hours. Any planned downtime for software upgrades will occur after 11:30 ET for the Eastern data center and 11:30pm MT for the Western data center.	Yes	Yes	Yes
6.	Test application upgrade performed prior to the live database upgrade so that a customer will have an accurate understanding of the planned downtime period needed to perform the upgrade.	Chargeable	Chargeable	Yes
7.	After Image (.AI) snapshot window in minutes. These snapshots reduce the potential data loss if a system failure takes place. A lower value equates to greater "insurance coverage". This coverage extends backwards 7 days from the current day.	180	120	60
8.	Daily Live Database Backups and nightly off-premise backups are performed by VSI on a rolling 7 day basis. In addition, VSI maintains a rolling quarter-end backup and a rolling annual backup for three years.	Yes	Yes	Yes
9.	Toll Free phone support including WebEx diagnostic sessions.	Yes	Yes	Yes
10.	ODBC Connection for third party access to reporting database updated once every 24-hours to accommodate dashboards and custom reporting.	Unavailable	Unavailable	Yes

**EXHIBIT F - VSI HOSTING SERVICES 3.x Software
Service Level Feature Comparison 7/1/15**

11.	Redundant servers, power supplies, bandwidth in and out of the hosted servers, network connections, RAID 10 disk arrays, and SAN/NAS configuration.	Yes	Yes	Yes
12.	Progress OpenEdge Replication provides automatic, real-time database failover or disaster recovery at an alternate site with minimal or no disruption. Maintains data integrity between source and target databases.	Yes	Yes	Yes
13.	Progress Transparent Data Encryption (TDE) provides the option to encrypt user-selected sensitive data fields to protect from unauthorized access, while data is at rest.	Yes	Yes	Yes
14.	Monthly third party external PCI scan provided by Trustwave	Yes	Yes	Yes
15.	Automatic checks every "X" minutes to be sure WebTrac home page is accessible.	90 Min	60 Min	30 Min
16.	Library of WebTrac Splash Pages available for loading into a customer's hosted database.	Chargeable	50% Disc Each	Yes
17.	WebTrac Style Sheet and image changes required due to VSI upgrade changes will be updated by VSI.	Yes	Yes	Yes
18.	Staff training using phone and WebEx when applicable. These hours can be used to train new staff; refresher sessions for existing staff; or to learn a new function in a VSI hosted application. Each training segment is a maximum of four hours and is limited to number of sessions listed.	Chargeable (Standard Training Rate Applies)	One Session Annually	Two Sessions Annually
19.	Library of Membership Card, Gift Card, and Ticket templates available for loading into a customer's hosted database.	Yes	Yes	Yes
20.	Maximum recovery time associated with any unplanned outage at Primary data center.	12 Hours	6 Hours	2 Hours
21.	Maximum recovery time associated with any unplanned outage that requires switching to a Secondary data center. This would only occur, if the Primary data center outage is expected to exceed 8 hours.	16 Hours	10 Hours	6 Hours
22.	24/7 Pager Support related to hosting issues included at no additional charge. Hosting support ends at the RecTrac login screen. Then standard application software support services become effective, as soon as a user can login into RecTrac or other VSI application software.	Yes	Yes	Yes
23.	LIVE to DEMO database copies performed by VSI during off-peak hours every Tuesday and Thursday.	Yes	Yes	Yes

**EXHIBIT F - VSI HOSTING SERVICES 3.x Software
Services Outside The Hosting Agreement
Pay As Incurred 10/12/16**

Item	Description
1.	Application Software & Database License & Annual Maintenance fees or Application Software & Database SaaS (Software as a Service) fees.
2.	End-User Training (on-site or remote)
3.	Hardware Purchases
4.	Shipping Fees
5.	Travel Expenses
6.	Database schema training associated with an ODBC connection. Any assistance provided to a customer helping them to understand tables and fields in a VSI database so that they can create an external dashboard, report, export, or similar result, is chargeable.

RESOLUTION No. 17-58

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE PURCHASE OF VERMONT SYSTEMS RECREATION AND PARKS SOFTWARE USING THE CITY OF DEERFIELD BEACH, FLORIDA (RESOLUTION # 2014/174) CONTRACT FOR RECTRAC, WEBTRAC, PAYTRAC AND ID HOSTED SYSTEMS, SERVICE AND SUPPORT IN AN AMOUNT NOT TO EXCEED \$25,000.00; AND \$1,775.00 MONTHLY SOFTWARE ON A SERVICE (SAAS), AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS FOR THE GOODS AND SERVICES DESCRIBED HEREIN, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, AND TO EXPEND FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in furtherance of the City of Doral's (the "City") Smart City Strategy, the City's Parks and Recreation and Information Technologies Departments have researched software platforms for the to improve the quality of services, the City's digital infrastructure, and the residents' customer experience, in the City's parks; and

WHEREAS, after extensive analysis and consideration, staff concluded that the Vermont System Parks and Recreation SaaS system solution, featuring RecTrac, WebTrac, PayTrac, and ID Hosted Systems, provides the City with the best, most user-friendly, and financially viable solution; and

WHEREAS, section 2-322 of the City Code of Ordinance permits the City to enter into agreements established by other governmental authorities, provided that such governmental entity has followed a competitive bidding procedure similar to the City's procurement process in procuring said agreement; and

WHEREAS, the City of Deerfield Beach competitively solicited and awarded a request for proposal to Vermont Systems, Inc. for the procurement of a parks software system; and

WHEREAS, staff has recommended the City Council approve the purchase of Vermont Systems Recreations and Parks Software using the City of Deerfield, Florida, agreement for RecTrac, WebTrac, PayTrac and ID Hosted systems, service and support in an amount not to exceed \$25,000 and \$1,775 monthly SaaS fee. Funding in Account #001.22005.500652 with a transfer of encumbered funding in the amount of \$11,799.64 available in IT Account #001.22005.500640 and \$1,775 monthly for 4 months (\$7,100) available from IT Account #001.22005.500410.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. Pursuant to Section 2-322 of the City Code, the purchase of Vermont Systems Recreations and Parks Software using the City of Deerfield, Florida, agreement for RecTrac, WebTrac, PayTrac and ID Hosted systems, service and support in an amount not to exceed \$25,000 and \$1,775 monthly SaaS fee is hereby approved. Funding in Account #001.22005.500652 with a transfer of encumbered funding in the amount of \$11,799.64 available in IT Account #001.22005.500640 and \$1,775 monthly for 4 months (\$7,100) available from IT Account #001.22005.500410.

Section 3. Authorization. The City Manager is hereby authorized to execute such agreements and other contractual documents, subject to approval by the City Attorney as to form and legal sufficiency, as may be necessary to consummate the procurement of the good and services contemplated herein. The City Manager is authorized to expend funds from the City's contingent reserves in furtherance hereof.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Fraga who moved its adoption.

The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:


Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Not Present at Time of The Vote
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 12 day of April, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY