

# **VERMONT SYSTEMS SOLE SOURCE AGREEMENT**

**SS#22-371**

## **AMENDMENT #1**

This Amendment #1, effective as of the date executed by the County, is hereby entered into by Polk County, a political subdivision of the State of Florida (the "County") situated at 330 West Church Street, Bartow, Florida, 33830, hereinafter referred to as the County, and Vermont Systems, Inc. (the "Vendor"), a Vermont corporation whose located at 12 Market Place, Essex Junction, Vermont 05452.

### **WITNESSETH:**

**WHEREAS**, the County and the Vendor entered into an Sole Source Agreement dated April 14, 2022 (the "Agreement") for the purpose of providing professional services for the initial one year implementation, training and software maintenance for the latest recreation and maintenance software modules RecTrac and MainTrac for the Parks and Natural Resources Division which is more fully set out in the Agreement; and

**WHEREAS**, pursuant to the Agreement, the Vendor proposed maintenance support and cloud hosting fees to cover the remaining four years following the initial implementation of the Agreement that also included PayTrac a payment facilitator software program that allows for merchant services credit card configuration; and

**WHEREAS**, by this Amendment #1, the parties desire to modify the Agreement to cover the additional services for the configuration of PayTrac and the remaining four years to maintain both RecTrac and MainTrac modules and the related cost; and

**WHEREAS**, those services and fees for years one through five have been adjusted and are stated on the Vendor's Quote dated January 17, 2023.

**NOW, THEREFORE**, the County and the Vendor, hereby agree to the following:

1. The Agreement is hereby modified and amended to include year one configuration of PayTrac and cost of years two through five.
2. Quote# QUO-10184-H9B5X0, Fee Schedule of the Agreement is hereby revised and replaced in its entirety with the Adjusted Fee Schedule attached hereto as Quote# QUO-13023-X1J5T4 and fully incorporated herein, bringing the new total of the Agreement to \$115,325.71. The Vendor and the County agree that the Adjusted Fee Schedule shall operate prospectively only and shall not alter fee schedules for the Vendor Services in effect during year one of the Agreement.
3. The annual recurring maintenance and hosting fees for year three shall be due and payable on the 1<sup>st</sup> day of October and on the anniversary date of each following year not to exceed year five.
4. When the County requires the Vendor to perform any additional training or professional services beyond the activities included in quote# QUO-13023-X1J5T4, the County, by the

Parks and Natural Resources Division Director or their designee, will issue a purchase order to the Vendor along with a specific scope of Services, not to exceed amount, project schedule and completion date for the Project and all provisions of this Agreement shall apply to the purchase order, and backup documents (collectively a "Work Authorization"), with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: specific scope of services, not to exceed amount, project schedule, and completion date. Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

4.1 The Vendor is not authorized to undertake any additional services without a duly executed purchase order and corresponding Work Authorization, which shall specify the work to be performed, not to exceed amount, and schedule.

5. The Agreement, as amended by this Amendment #1, continues in full force and effect.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

**ATTEST:**

STACY M. BUTTERFIELD  
CLERK OF THE BOARD

**Polk County**, a political subdivision  
of the State of Florida

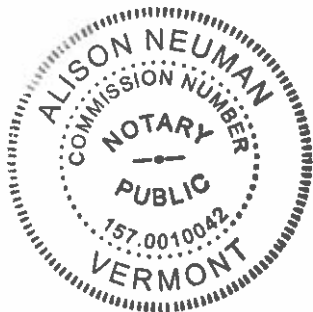
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
George Lindsey III, Chairman  
Board of County Commissioners

Date Signed By County \_\_\_\_\_

Reviewed as to form and legal sufficiency:

Sandra B. Haul 2/3/23  
County Attorney's Office Date



**VENDOR:**

Vermont Systems, Inc.  
a Vermont Corporation

By: \_\_\_\_\_  
Patrick Hayden

PRINT NAME

\_\_\_\_\_  
President  
TITLE

Date: 2-6-2023

ACKNOWLEDGEMENT OF VENDOR IF A LIMITED LIABILITY COMPANY

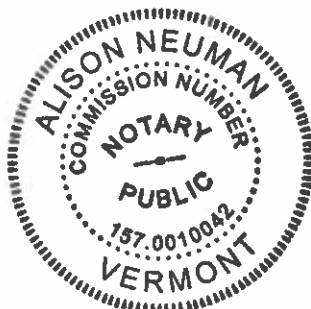
STATE OF Vermont County OF Chittenden  
 The foregoing instruments was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2/8/23 (Date) by Patrick Hayden (Name of officer or agent) as President (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 2/8/23 (Date).  
Alison Neuman (Official Notary Signature and Notary Seal)  
Alison Neuman (Name of Notary typed, printed or stamped)  
 Commission Number 157.0010042 Commission Expiration Date 1/31/25

ACKNOWLEDGEMENT OF VENDOR, IF A CORPORATION

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
 The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of officer or agent) as \_\_\_\_\_ (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date).  
 \_\_\_\_\_ (Official Notary Signature and Notary Seal)  
 \_\_\_\_\_ (Name of Notary typed, printed or stamped)  
 Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

ACKNOWLEDGEMENT OF VENDOR, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_  
 The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date).  
 \_\_\_\_\_ (Official Notary Signature and Notary Seal)  
 \_\_\_\_\_ (Name of Notary typed, printed or stamped)  
 Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_



**Prepared For:** Polk County Parks & Rec Dept

Bartow, FL

**Contact Name:** Dwayne Boykin,

**Contact Email:** DwayneBoykin@polk-county.net

**Contact Phone:** 863-534-7577

**Prepared By:** Ricci Skitzis (Sales Executive)

**Email:** RicciS@vermontsystems.com

**Toll Free:** 877-883-8757

**Direct Phone:** 802-255-2112

**Explanation of Quote:** PayTrac Year 1 - RecTrac, MainTrac, PayTrac & Hosting - Years 2-5

**Notes:** Any additional training or professional services will be billed at the current rate on the date requested.

Services (recurring)	Qty	Unit Price	Monthly	Price
<b>PayTrac</b>				
PayTrac Payments - \$0.25 Per Transaction Flat Fee †(14)	1	\$0.00	\$0.00	\$0.00
PayTrac Payments - 2.65% Per Transaction †(15)	1	\$0.00	\$0.00	\$0.00
Hardware & Supplies	Qty	Unit Price		Price
<b>Non-Stock</b>				
Year 1 - PayTrac †(7)	1	\$1,300.00		\$1,300.00
Year 2 Maintenance & Hosting Fees	1	\$21,920.15		\$21,920.15
Year 3 Maintenance & Hosting Fees	1	\$22,577.75		\$22,577.75
Year 4 Maintenance & Hosting Fees	1	\$23,255.08		\$23,255.08
Year 5 Maintenance & Hosting Fees	1	\$23,952.73		\$23,952.73
<b>Tax:</b>				<b>\$0.00</b>
<b>Total:</b>				<b>\$93,005.71</b>

<b>TOTALS:</b>				
Hardware & Supplies				\$93,005.71
<b>Total:</b>				<b>\$93,005.71</b>

**† Footnotes:**

7 This includes the Merchant ID annual fees and PayTrac configuration.

Merchant ID (1 Retail &amp; 1 E-Com): \$600/year recurring fee

PayTrac Configuraton - \$175/hr x 4 = \$700 One time fee

PayTrac Year 1 Total: \$1,300

14 Credit Card Processing transaction fees: \$.25 per transaction flat fee

15 Credit Card Processing transaction fees - PayTrac Payments - 2.65% Per Transaction