

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Raster Braille License Agreement

**DEPARTMENT:** Administrative Services **DIVISION:** Facilities Maintenance

**AUTHORIZED BY:** Jamie Croteau **CONTACT:** Speed Thomas **EXT.** 5282

<b>Agenda Date</b> <u>1/13/2004</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Approve and authorize chairman to execute the Nonexclusive License Agreement with Accent Signage, Inc. to purchase and use the Raster Braille system.

**BACKGROUND:**

Facilities Maintenance is responsible for producing interior building signage for all county owned and leased locations. Facilities upgraded their New Hermes engraver sign machine in October 2003 since the previous sign machine was in poor condition and replacement parts were obsolete.

The New Hermes system included a Raster Braille package; however a licensing agreement is required before the County can use the Raster Braille package with a cost of \$2,175.00. The Raster Braille system will make County signs code compliant as required by the American National Standards Institute (ANSI) and Americans with Disabilities Act Accessibility Guidelines (ADAAG). This Raster Braille method has been patented by Accent Signage Systems, Inc. (ASSI). In order to protect their patent, they have request that a nonexclusive License Agreement be signed. This License Agreement was modified by ASSI to meet Seminole County's legal requirements. The license agreement states that ASSI owns the patent for "Method for placing Braille letters on architectural signs" and that Seminole County will buy the Raster beads from ASSI and retain the ability to terminate the contract at our discretion.

Reviewed by:	<u>                    </u>
Co Atty:	<u>                    </u>
DFS:	<u>                    </u>
Other:	<u>                    </u>
DCM:	<u>                    </u>
CM:	<u>                    </u>
File No.	<u>CASF401</u>

LICENSE #: \_\_\_\_\_-ASSI-\_\_\_\_\_  
DATE ISSUED: \_\_\_\_\_

## NONEXCLUSIVE LICENSE AGREEMENT

### Executed in Duplicate

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **ACCENT SIGNAGE SYSTEMS, INC.**, a corporation of the State of Minnesota, having an address of 2322 West Chestnut Ave, in the City of Minneapolis, County of Hennepin, State of Minnesota (hereinafter referred to as **ASSI**).

and

Seminole County, a government entity of the State of Florida, having a place of business at Seminole County Services Building, 1101 East First Street, Sanford, FL 32771 (hereinafter referred to as **LICENSEE**);

#### **WITNESSETH THAT:**

WHEREAS, **ASSI** is the owner of United States Patent No. 5,245,744, granted September 21, 1993 and United States Patent No. 5,403,189 granted April 4, 1995 for "**METHOD FOR PLACING BRAILLE LETTERS ON ARCHITECTURAL SIGNS**" (hereinafter referred to as **LICENSED PATENT**); and

WHEREAS, **LICENSEE** is desirous of securing a Nonexclusive License under such patent and **ASSI** is willing to grant same upon the terms and conditions hereafter set forth; and

WHEREAS, **ASSI** sells Raster™ beads for sign production using the “Licensed Patent”; and

WHEREAS, **Licensee** is desirous of purchasing Raster™ beads for sign production using the “Licensed Patent” from **ASSI** and **ASSI** is willing to sell the same upon the terms and conditions hereafter set forth;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the covenants and obligations hereinafter set forth to be well and truly performed, the parties hereto hereby agree as follows:

## I

**ASSI** hereby grants **LICENSEE** a nonexclusive, nontransferable right and license to practice the method covered by the said **LICENSED PATENT**, in conjunction with **LICENSEE’S** use of its “ROUTER/ENGRAVER”.

**ASSI** agrees to sell to **LICENSEE** and **LICENSEE** agrees to purchase from **ASSI** the Raster™ beads used in the production of Braille signs under this License grant.

## II

**LICENSEE** agrees to pay to **ASSI** as a paid-up one time, nonrefundable royalty for use of the method of the **LICENSED PATENT** for each “ROUTER/ENGRAVER” or

comparable router/engravers owned or operated by **LICENSEE** throughout the term of this Agreement to pay according to the following schedule:

First router/engraver	\$ 1625.00
Second router/engraver	\$ 800.00
For the third or more router/engravers	\$ 500.00_ EACH

### III

All royalties provided for by this Nonexclusive License Agreement are nonrefundable and shall be due and payable at the time of the signing of this Agreement and at the time of acquiring each additional License and **LICENSEE** agrees to pay **ASSI** at its above-designated place of business on or before the first use of the method of the **LICENSED PATENT** for each "ROUTER/ENGRAVER" or comparable router/engraver.

### IV

**LICENSEE** agrees to disclose to **ASSI** at the signing of this Agreement the total number of "ROUTER/ENGRAVERS" or other comparable router/engravers it owns and possesses and which router/engravers are licensed to be used under this Agreement and agrees to inform **ASSI** of any future ownership or possession of additional router/engravers within thirty (30) days of any such additional acquisition. **LICENSEE** further agrees to permit **ASSI** to inspect its business premises as often as twice a year to confirm the number of "ROUTER/ENGRAVERS" or comparable router/engravers it has on its premises, upon the giving of a one day notice by **ASSI** to **LICENSEE** before each such inspection. The information given to **ASSI** pursuant to this paragraph IV is

given on a confidential basis and is to be used by **ASSI** only to confirm the **LICENSEE** is paying the full royalties due.

## V

If **LICENSEE** trades in any one of its "ROUTER/ENGRAVERS" or comparable router/engraver for a newer router/engraver and no longer uses the router/engraver for which a royalty was originally paid, then there will be no additional royalty due on the newer router/engraver, provided that **ASSI** is given written notice of this transaction within thirty (30) days of its occurrence.

## VI

In the event the **LICENSEE** defaults or breaches any of the provisions of this Nonexclusive License Agreement or fails to account for or pay to **ASSI** any of the royalties becoming due and payable to **ASSI** hereunder, **ASSI** reserves the right to cancel the License here granted upon sixty (60) days' written notice to **LICENSEE**; provided, however, that if **LICENSEE**, within the sixty (60) day period referred to, cures the said default or breach, the License herein granted shall continue in full force and effect until the expiration of the **LICENSED PATENT** or until the expiration of any reissue, continuation or extension thereof. In the event of the termination of the license herein granted by **ASSI** to **LICENSEE**, **LICENSEE** shall not be relieved of the duty and obligation to pay in full royalties accrued and due and payable to the effective date of such termination.

Failure of the **LICENSEE** to purchase Raster™ beads from **ASSI** or one of **ASSI's** authorized distributor's makes this license agreement subject to termination.

## **VII**

**LICENSEE** reserves the right to terminate this Agreement, with or without cause, with no penalty, upon thirty (30) days written notice to **ASSI**. In the event of such termination, the **LICENSEE** shall pay to **ASSI** such royalties as are due up to the effective date of termination, but shall not be liable for any royalties or fees thereafter. Notice by **LICENSEE** to **ASSI** will be given in the form of a letter stating the **LICENSEE** will no longer produce Braille signs, and termination will be contingent on **LICENSEE** returning all equipment and all unused materials to **ASSI**.

## **VIII**

In the event of any adjudication of bankruptcy, appointment of a Receiver by a court of competent jurisdiction, assignment for the benefit of creditors or levy of execution directly involving **LICENSEE**, this Agreement shall thereupon forthwith terminate and no longer be of any further force and effect.

## **IX**

Unless sooner terminated in accordance with any of the provisions thereof, this Agreement shall continue in force and effect until the expiration of the **LICENSED PATENT** or any reissue, continuation or extension thereof.

X

This Agreement and the License herein granted shall inure to the benefit of each of the parties hereto and the successors and assigns of the entire business related thereto of each of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

**ACCENT SIGNAGE SYSTEMS, INC.**

By: Anna Suec 12.18.03  
Authorized Agent, ASSI Date

**LICENSEE**

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE  
Clerk to the Board of County  
Commissioners of  
Seminole County, Florida

By: DARYL G. MCLAIN, Chairman

For the use and reliance of  
Seminole County only.

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

Approved as to form and  
legal sufficiency.

As authorized for execution by the Board  
of County Commissioners at their  
\_\_\_\_\_, 20\_\_\_\_,  
regular meeting.

County Attorney

Attachment: Braille Raster™ Pricing



## Braille Raster Pricing

Price List  
Effective February 1, 2002

All prices are in US Dollars, F.O.B. Minneapolis, MN and are subject to change without prior notice.

PART #	DESCRIPTION	US PRICE	CAN PRICE
9040CB	Clear Raster™ (10,000 beads)	\$ 113.85	\$ 170.50
9040BB	Black Raster™ (10,000 beads)	\$ 113.85	\$ 170.50
9040WB	White Raster™ (10,000 beads)	\$ 113.85	\$ 170.50
904MBB	Brass Raster™ (1,000 beads)	\$ 39.35	\$ 58.90
904MSB	Stainless Steel Raster™ (1,000 beads)	\$ 39.35	\$ 58.90
904014	Low Tack Adh Paper for Raster™ Use	\$ 17.10	\$ 25.58
904015	926 Adhesive Tape for Raster™ Use	\$ 6.75	\$ 10.08
B503000M	Carbide Drill Bit for Raster™ Use	\$ 11.30	\$ 16.66
B504000M	High Speed Steel Drill Bit for Raster™ use	\$ 2.65	\$ 3.88
B500000M	Raster™ Braille Kit * (see below)	\$ 1,625.00	\$ 2,437.00
B520000M	Raster Pen	\$ 550.00	\$ 825.00
B501000M	Auto Raster™	\$ 1,200.00	\$ 1,860.00
B502000M	Auto Raster™ Sleeve ***	\$ -	\$ -
B2230060	Raster™ Cutter 11/64 **	\$ 26.25	\$ 36.75
B3230060	Raster™ Cutter 1/4 **	\$ 26.25	\$ 36.75
42-800-00M	1/4" Collet Drill Assembly* *	\$ 175.00	\$ 240.00
43-800-00M	11/64" Collet Drill Assembly for Raster™ braille * *	\$ 175.00	\$ 240.00

**\* The Braille Raster™ Kit includes:**

1. Press-fit tool assembly
2. Press-fit tool tip
3. Pick-up replacement tips
4. Kit organizer
5. Hose
6. Vacuum pump
7. Information on set-up and fabrication
8. Special carbide braille cutter
9. 10,000 Acrylic Raster
10. Braille font
11. Test file to check the braille font
12. ADA Signage manual
13. License to use the Raster method

\*\* These items will ship from Duluth, GA

\*\*\* Not every machine requires a sleeve. Specify which machine type when ordering Auto-Raster™