

**AGREEMENT
FOR THE INSTALLATION AND USE OF
PERMIT, PLANNING, AND CODE ENFORCEMENT SOFTWARE**

This Agreement is entered into this 25th day of March, 2003, by and between City of Ocala, Florida, (hereinafter "CLIENT") and CRW ASSOCIATES, a d.b.a. of CRW Systems, Inc., (hereafter "CRW") for the installation of a permit and code enforcement software, and other services, as specifically provided herein (hereafter referred to as "the Project").

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

A. SCOPE OF SERVICES / SCOPE OF WORK

A.1. PROJECT DESCRIPTION:

The Project is more specifically defined as follows: Installation of an automated permits management, project tracking, code enforcement, and business license tracking software system.

This Agreement includes the following Exhibits:

- Exhibit A. Project Scope of Work
- Exhibit B. Project Milestone and Payment Schedule
- Exhibit C. Project Cost Summary
- Exhibit D. Software License
- Exhibit E. System Acceptance Testing

A.2. COMMENCEMENT DATE / SCOPE OF WORK:

A.2.1. The commencement date for the services to be provided by CRW shall be the date upon which CRW is in receipt of all of the following: (a) a fully executed original of this Agreement, (b) written notice to proceed provided by CLIENT, and (c) the initial contract payment as provided in this Agreement. CRW shall not be obligated to perform any work pursuant to the project, including labor or materials, prior to the commencement date as defined herein.

A.2.2. A Scope of Work, with itemized pricing of various items associated with the Project is attached hereto as Exhibit A and incorporated herein by this reference. Subject to CLIENT'S duties and responsibilities provided in Section C, the time periods set forth in Exhibit A shall be adhered to. The time periods indicated are provided as a general understanding of the estimated time period in which various Project items will be completed. It is not intended to impose strict deadlines for completion of all or any part of the work.

A.2.3. The time schedule provided in Exhibit A, Scope of Work, is based in large part on the assumption that CLIENT will provide all necessary information to CRW in a timely manner in accordance with Section C of this Agreement.

B. DUTIES AND OBLIGATIONS OF CRW

B.1. SCOPE OF WORK:

B.1.1 After the commencement date, CRW shall perform the following services:

- (1) Install Permit Tracking, Code Enforcement, Business License Tracking, and Project Management software.
- (2) Provide data conversion of CLIENT'S existing data and incorporate data into CRW system.
- (3) Provide hands-on, Administrator Training, as specifically provided herein.
- (4) Provide on-site, hands-on, User Training, as specifically provided herein.
- (5) Provide full-day on-site support on implementation date, as specifically provided herein.
- (6) Provide dial-in telephone support during Annual Maintenance period. CLIENT to provide local workstation with PCAnywhere (or equivalent) connection.

B.1.2. CRW shall install software and provide all services in a workmanlike manner in accordance with the Scope of Work, subject to the terms and conditions as stated in the Agreement. Any additional services must be evidenced by a written modification of this Agreement, or change request pursuant to Section C of the Agreement. Services to be provided do not include hardware.

B.2. IMPLEMENTATION:

CRW shall perform implementation services including setup of fee formulas, valuation schedules, and reports/forms. The number of fee items shall not exceed 25, the number of valuations shall not exceed 25, and the number of reports/forms shall not exceed 10.

B.3. DATA CONVERSION:

CRW shall provide database conversion services necessary to convert the CLIENT's existing permit database to CRW system format. To accomplish this conversion, the CLIENT will provide a copy of the existing database in ASCII, dBase, Excel, or Access format.

B.4. ADMINISTRATOR TRAINING:

CRW Associates shall provide 3 days of training for designated System Administrators. The training will be conducted at CRW offices for up to three (3) staff members.

B.5. USER TRAINING:

CRW Associates will provide training as further defined herein for Permit Trak, Code Trak, Business Trak, and Project Trak software. Training will be conducted at CLIENT offices.

B.5.1 Subsequent days of User Training for up to eight (8) staff members, if requested by the CLIENT, will be billed at the rate of \$ 2,500 per day, plus travel expenses.

B.6. MAINTENANCE AND SUPPORT:

CRW will provide the following maintenance and support services to CLIENT during the twelve (12) month time period following payment of Annual Maintenance and Technical Support fees. Annual Maintenance and Technical Support fees are waived for the first twelve (12) month period following installation of software by CRW at CLIENT office.

B.6.1. Trakit software modifications to correct bugs or errors that are reported to CRW by CLIENT.

B.6.2. Trakit software updates that are as posted from time to time by CRW on web site (www.crwassoc.com/support). Updates may be downloaded and installed by CLIENT onto CLIENT's network.

B.6.3. Technical support via telephone. CRW reserves the right to restrict phone access to CLIENT-designated System Administrators. Toll-free phone access is provided by CRW (888-279-2043).

B.6.4. Technical support via web form on CRW web site (www.crwassoc.com/support).

B.6.5. Trakit Software enhancement requests may be submitted by CLIENT to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate CRW to provide software modification.

B.6.6. CLIENT may register for and enroll in CRW training classes for System Administrators or Users. Registration fees may vary from time to time.

B.7. NOT RESPONSIBLE FOR DAMAGES DUE TO UNFORESEEN DELAYS:

CRW shall NOT be responsible for any damages resulting from delays outside of its reasonable control, including, but not limited to, (a) failure of CLIENT to furnish timely information; (b) failure of CLIENT to approve or disapprove of CRW's work, and/or (c) strikes, lockouts, accidents, or acts of GOD.

C. DUTIES AND RESPONSIBILITIES OF CLIENT:

C.1. INFORMATION TO BE PROVIDED BY CLIENT:

C.1.1. CLIENT will provide all information necessary for CRW to establish the permit software control files, including but not limited to:

1. Current valuation and fee structures
2. Current Permit, Project, License, and Case types designations and categories
3. Examples of all current reports used by the CLIENT relating to permit management.
4. Any exceptions to the typical permit process, or any special permit processing requirements.

C.1.2. The CLIENT will provide CRW with access to CLIENT workstations and disk space for installation of the software.

C.1.3. The CLIENT will ensure and provide that staff who will be trained in the use of CRW software will have sufficient basic knowledge of permit processing and MS-Windows functions.

C.2. CLIENT COOPERATION:

C.2.1. CLIENT understands that timely completion of the Project is dependent in significant part upon the timely cooperation of CLIENT in providing information to CRW necessary to complete the project, including, but not limited to: (a) Data obtained from CLIENT'S present system to be incorporated into the new CRW system; and (b) information relative to desired permit forms to be incorporated into the CRW system.

D. COMPENSATION

D.1. CRW COMPENSATION AND FEES:

CLIENT agrees to compensate CRW for professional services rendered under this Agreement for the total contract price of \$ 175,000 [One Hundred Seventy Five Thousand Dollars], which amount shall include all labor, materials, taxes, insurance and all other costs associated with the Project, except any specific optional items identified in Exhibit C "Project Cost Summary". The Contract price shall not include the price of any hardware associated with the Project, which shall remain the responsibility of CLIENT. In addition, this fee shall not include any changes to the work as may be requested by CLIENT and incorporated into the project pursuant to a written request by CLIENT as provided in section E of this Agreement.

D.2. TERMS OF COMPENSATION

CRW will submit invoices for work performed according to the payment schedule shown in Exhibit C "Summary of Project Fee." CLIENT shall pay all invoices in accordance with the Florida Prompt Payment Act. Failure of CLIENT to pay invoices in accordance with the Florida Prompt Payment Act will subject CLIENT to a late payment fee computed at a periodic rate of 1.0% per month of the amount past due, representing an annual percentage rate of 12%, which late fee shall be applied to any unpaid balance.

E. CHANGES AND ADDITIONS TO THE WORK

E.1 REQUIREMENT OF WRITTEN CHANGE ORDERS:

CLIENT may request CRW to perform additional services not covered by the specific Scope of Work as set forth in Exhibit A of this Agreement. Any such requests shall be submitted in writing, and shall be signed by the Client Representative, as identified in I1.1 of this Agreement, and an authorized representative of CRW. Such signed requests shall include (a) a description of the additional services to be performed, and (b) the agreed upon price for such services. Any such requests signed by the Client Representative, or other authorized agent of CLIENT, shall be deemed authorized by CLIENT and shall be bind CLIENT to its terms.

E.2. PAYMENT FOR ADDITIONAL WORK:

Any such additional work performed by CRW shall be added to the contract price and billed in accordance with the "Project Cost Summary" as outlined in Exhibit C of this Agreement. CRW will not commence any additional services for the CLIENT until written authorization has been given by CLIENT and approved by CRW, as provided above.

F. INDEMNIFICATION AND INSURANCE

F.1. INDEMNIFICATION:

F.1.1. CRW shall indemnify, defend and hold harmless CLIENT from and against any claims, based upon infringement of any United States copyright trademark or patent by the Software. CLIENT agrees to notify CRW of any such claim promptly in writing. CLIENT agrees to cooperate fully with CRW during such proceedings. CRW shall defend at its sole expense all proceedings arising out of the foregoing. In the event

of such infringement, CRW may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

F.2. INSURANCE:

CRW, shall at CRW's own expense, purchase, maintain and keep in force during the term of this Agreement such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Agreement.

F.2.1. Worker's Compensation as required by law, Employers Liability Insurance of not less than \$100,000.00 00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit.

F.2.2. Commercial General Liability Insurance - \$1,000,000.00 Limit

F.2.3. All policies are to be written through companies duly approved to transact that class of insurance in the State of Florida.

F.2.4. Insurance is to be placed with carriers with a Best rating of A:VII or better.

F.2.5. CRW hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CLIENT, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.

F.2.6. Companies issuing the insurance policies and CRW shall have no recourse against CLIENT for payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of CRW.

F.2.7. Approval, disapproval or failure to act by CLIENT regarding any insurance supplied by CRW (or any subcontractors) shall not relieve CRW of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CRW from liability.

F.3. PROOF OF INSURANCE

Within 30 days of the commencement date CRW shall deliver to CLIENT a Certificate of Insurance for Items F.2 above as proof that said insurance will remain in full force throughout the term of this Agreement.

Upon request by CLIENT, CLIENT, its officers and agents, shall be endorsed as an additional insured under CRW's General Liability Insurance. CRW will not modify or cancel its General Liability Insurance without written notification and approval from the CLIENT.

G. TERMINATION

G.1. TERMINATION OF AGREEMENT

G.1.1. This Agreement may be terminated by CLIENT at any time, with or without cause, upon written notice to CRW. Notwithstanding the date of such notice, termination shall be effective upon receipt by CRW of such notice of termination. In the event of termination by CLIENT, CLIENT shall pay CRW for all services and materials provided to CLIENT pursuant to this Agreement up to and including the date of receipt by CRW of notice of termination.

G.1.2. In the event CLIENT terminates this Agreement, the CLIENT agrees to immediately return all source code or other materials provided to CLIENT by CRW, and to destroy, erase, and purge all software provided by CRW from any and all CLIENT computers.

G.1.3. Within 30 days of termination CLIENT agrees to provide CRW with written confirmation that all CRW software has been destroyed. Within its sole discretion, and upon reasonable notice to CLIENT, CRW shall have the right to verify that CRW software has in fact been removed or destroyed by personal inspection of CLIENT computers.

G.1.4. Any use by CLIENT of any CRW software after termination of this agreement by CLIENT without the express written authorization of CRW shall be a breach of this agreement and subject CLIENT to substantial damages.

G.2. NON-RENEWAL OF ANNUAL MAINTENANCE AND SUPPORT SERVICES

G.2.1 CLIENT may decline renewal of annual maintenance and support services described herein upon written notice to CRW.

G.2.2. In the event of a non-renewal of annual maintenance and support services the CLIENT retains the perpetual right to use the Software identified in Exhibit D that is installed at that time.

G.2.3 In the event of non-renewal of annual maintenance and support services the CLIENT may, at its own option and expense, establish a source code escrow account using a third party agent mutually acceptable to the CLIENT and to CRW. CRW shall deposit into this software escrow account, a copy of the source code and associated documentation for the software version that is installed at the CLIENT at the time of non-renewal. Thereafter, in the event that CRW ceases to do business, and only in that event, CLIENT will have the right to obtain an electronic copy of the source code and associated documentation as well as access and use the source code as needed for the CLIENT's own internal business needs.

H. OWNERSHIP OF DOCUMENTS

H.1. OWNERSHIP OF DOCUMENTS

H.1.1. All plans, specifications, reports, and other design documents prepared by CRW pursuant to this Agreement shall become property of CLIENT only after completion of the Project.

H.1.2. All source code for computer programs or modifications to programs, which are produced pursuant to this Agreement shall be deemed, and remain, the intellectual property of CRW and are protected under the copyright, patent, or other laws, of the United States as well as other jurisdictions where such programs are being used.

H.1.3. CLIENT agrees to respect CRW's purported ownership of any such proprietary rights which may exist, including patent, copyright, trade secret, trademark and other proprietary rights, in and to Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to Software, whether made by CRW or any third party. Under no circumstances shall CLIENT sell, license, publish, display, distribute or otherwise transfer to a third party Software or any copy thereof, in whole or in part, without CRW's prior written consent.

H.2. SOURCE CODE ESCROW

H.2.1. CRW shall deposit into a software escrow account, as described below, a copy of the latest source code for the software being installed by CRW pursuant to this Agreement.

H.2.2. The escrow account will be at any bank or legal office within the United States chosen by CRW. CRW will deliver the source code on floppy diskette to the bank or legal office for escrow, and CRW will provide updated source code to the bank or legal office semi-annually (or as long as the CLIENT maintains technical support).

H.2.3. CRW will pay the entire cost of this source code escrow account.

H.2.4. In the event that CRW ceases to do business or ceases to offer or provide support for the software it has provided to CLIENT pursuant to this Agreement, CLIENT will have the right to obtain an electronic copy of the source code and associated documentation as well as access and use the source code as needed for the CLIENT's own internal business needs.

H.2.5. If the Agreement is terminated for any reason, or for no reason, by any party prior to project completion, then all source code shall be returned unopened and unused to CRW by the escrow agent/officer upon written request by CRW to such escrow agent/officer with a copy of any notice of termination. Such written request with notice of termination delivered to the escrow agent/officer shall be sufficient to relieve said escrow agent/officer from any claims, causes of action, or liability of any kind and to any party for release and return of the source code to CRW.

I. COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES:

All communication relating to project status shall be exchanged between a designated representative of the CLIENT and a designated representative of CRW as identified below.

I.1. DESIGNATED CONTRACT REPRESENTATIVES:

I.1.1. The designated representative of CLIENT and CRW Associates is as follows:

CLIENT	CRW
Name: Lynne Ciaraldi Title: IT Director Agency Name: City of Ocala Address: 151 SE Osceola Avenue City, State, Zip Code: Ocala, FL 34471 Phone: (352) 629-8565 Fax: (352) 401-3924 email: lciaraldi@ocalafl.org	Christopher R. Wuerz, P.E. President, CRW Systems, Inc., d.b.a. CRW Associates 16980 Via Tazon, Suite 320 San Diego, CA 92127 Phone: (858)451-3030 Facsimile: (858) 451-3870 email: chris@crwassoc.com

I.1.2. If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

I.2 DESIGNATED SYSTEM ADMINISTRATOR:

I.2.1. The CLIENT Representative shall identify and designate System Administrators. All communication related to day-to-day operations of the system, including system maintenance, systems problems and/or troubleshooting, shall be made to CRW only through either the designated representative of CLIENT as identified in I.1.1 above, or the System Administrators as identified below.

I.2.2. The System Administrators shall participate in all training sessions conducted by CRW as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the system software. (It is highly recommended that the designated System Administrators be someone with experience and competence with personal computers.)

I.2.2. The System Administrator for CLIENT is designated as follows:

Name: Winsome Jacobs, IT – Senior Systems Analyst

Name: Jacques Skutt, Building and Zoning Director

Name: Mike Daniels, Planning Analyst

J. MISCELLANEOUS GENERAL PROVISIONS

J.1. LICENSES

CRW shall obtain and maintain all business licenses as may be required by law.

J.2. STATUS OF CRW AS CONSULTANT

Throughout the term of this Agreement, CRW, its employees, subcontractors, consultants, and agents shall be considered as an independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between CLIENT and CRW.

J.3. MEDIATION OF DISPUTES:

Prior to the commencement of any litigation arising out of this Agreement, both CRW and CLIENT agree to participate in good faith in non-binding mediation of any dispute or claim, which remains unresolved after informal discussions. Both CRW and CLIENT shall negotiate in good faith to select a qualified mediator.

J.4. ATTORNEY'S FEES:

In the event that any legal proceeding is instituted by either CRW or CLIENT to enforce the terms of this Agreement or to determine the rights of CRW or CLIENT, the prevailing party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

J.5. APPLICABLE LAW:

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of Florida. Venue for the enforcement of this agreement shall lie exclusively in Marion County, Florida.

J.6. BINDING ON SUCCESSORS:

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

J.7. DUE AUTHORITY:

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CLIENT to execute this Agreement on behalf of CLIENT.

J.8. WARRANTY OF TITLE

CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.

J.9. APPLICATION SOFTWARE WARRANTY

CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Response to the CLIENT's RFP, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit E attached hereto.

J.10 SERVICES WARRANTY

CRW warrants that the services provided hereunder shall be executed in a correct and competent manner consistent with the professional standards of the industry. Any error or defect in the services provided hereunder shall be corrected by CRW at no additional cost to the CLIENT.

J.11. ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

CLIENT
City of Ocala, Florida

Dated: March 28, 2003

By: Reuben Kent Guinn
Reuben Kent Guinn, Council President

CRW ASSOCIATES

Dated: 3-20-2003

By: Christopher R. Wuerz
Christopher R. Wuerz, President
President, CRW Systems, Inc.
d.b.a. CRW Associates

ATTEST:

Valerie J. Forster
Valerie J. Forster, City Clerk

APPROVED AS TO FORM AND
LEGALITY

Patrick G. Gilligan
Patrick G. Gilligan, City Attorney

ACCEPTED BY CITY COUNCIL
March 25, 2003
DATE
OFFICE OF THE CITY CLERK

EXHIBIT A

PROJECT SCOPE OF WORK

After the commencement date, CRW shall perform the following services:

A. On-Site attendance and participation in project meetings.

Meetings: Project kick-off meeting; software installation; database installation; project implementation meetings.

B. Deliver computer software (TRAKIT) and database structures for SQL/Server database.

Deliverable: CD containing computer software; installation instructions; services to install software on CLIENT network and up to three workstations; services to train CLIENT IT staff for installation of remaining CLIENT workstations; services to install SQL/Server database and tables.

C. Provide data conversion services.

Deliverable: CD and electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing.

Applies to: Permits and Inspections; Project applications; Code Enforcement; Business Licenses.

CLIENT to provide historical data in standard format (ASCII, EXCEL or ACCESS) within thirty (30) days of project commencement date. CLIENT to provide historical data format descriptions (field layout and definitions)

D. Provide software training.

Deliverable: Provide System Administrator training for three (3) CLIENT staff during scheduled training at CRW office.

Deliverable: Conduct twenty (20) days of on-site, hands-on End User training at CLIENT office. Class size is limited to eight (8) students per day.

CRW to provide workstations (laptops) and networked server for all on-site classes. CLIENT to provide classroom space at CLIENT facilities.

E. Provide Project Implementation services.

Deliverable: Develop up to ten (10) custom forms as directed by CLIENT staff; provide standard (ICBO/BOCA or other) Valuation tables; develop up to twenty-five (25) custom Valuations formulas as directed by CLIENT staff; develop up to twenty-five (25) Permit Fee tables or formulas as directed by CLIENT staff; develop up to ten (10) Project Fee tables or formulas as directed by CLIENT staff; develop up to ten (10) Business License Fee tables or formulas as directed by CLIENT staff.

Deliverable: Installation of permit forms, fee tables and valuations tables in TrakIt database.

Deliverable: Data import specification (using standard TrakIt import function) for monthly updates of assessor records.

CLIENT to provide information regarding fee formulas, usage, permit and business license forms.

F. Provide TrakIt software customization per RFP.

Deliverable: Software modifications for the following items, as specified the Response to Request for Final Proposals (:Section 4) dated Jan 10, 2003:

1. Attachment B1 – Cashiering and Payment Processing
2. Attachment B2 – Concurrency Management (Capacity Reservation)
3. Attachment B3b – Scope of Modifications for CRW
4. Attachment C – Scope of Interfaces

G. Provide eTrakIt modules for web-based permit processing

Deliverable: ASP and HTML pages (source code) to provide the following functions:

1. User/password logon.
2. User logon verification.
3. Permit lookup (by Permit Number, Site address, APN, Owner name)
4. Permit status information.
5. New Inspection request.
6. New Permit application.

H. Provide Interactive Voice Response system interface. (CONTIGENT UPON SELECTION OF IVR INTERFACE OPTION BY CLIENT)

Deliverable: TrakIt interface software for IVR communication; provide technical assistance and instructions to IVR vendor for configuration.

I. Provide Mobile Trak module for field-ready interface. (CONTIGENT UPON SELECTION OF MOBILE TRAK OPTION BY CLIENT)

Deliverable: TrakIt module for interface to either field-ready laptop/tabletPC OR Palm/PocketPC.

J. Provide CRM Trak module for Citizen Response Management. (CONTIGENT UPON SELECTION OF CRM TRAK OPTION BY CLIENT)

Deliverable: TrakIt module for Citizen Response Management

K. Provide Twelve (12) months technical support and software updates/upgrades.

Applies to: TrakIt software.

EXHIBIT B

PROJECT MILESTONE AND PAYMENT SCHEDULE

Task Item:	Projected Target Date
1. Contract Execution	April, 2003
2. First Payment Due. 20% of total contract = \$ 35,000	Net 15 days of Contract Execution.
3. Project kick-off meeting. CRW reviews project timetable and training schedule with CLIENT. CRW and CLIENT mutually adjusts schedule as necessary. CRW installs standard software with demonstration database for initial testing by CLIENT.	Week of April 14, 2003.
4. System Administrator Training. CRW trains up to three (3) CLIENT staff.	April 22-24, 2003
5. User Training week 1. CRW trains end users.	Date to be determined at kick-off meeting
6. Initial Data Delivery. CRW delivers data conversion in <i>TrakIt</i> database format.	Date to be determined at kick-off meeting
7. Second Payment Due. 20% of total contract = \$ 35,000.	Date to be determined at kick-off meeting, but shall not be prior to the completion of items 1 through 6 above.
8. User Training Week 2. CRW trains end users.	Date to be determined at kick-off meeting
9. Initial Configuration. CRW delivers configuration of system based on system requirements provided by CLIENT.	Date to be determined at kick-off meeting
10. Third Payment Due. 20% of total contract = \$ 35,000	Date to be determined at kick-off meeting, but shall not be prior to the completion of items 1 through 9 above.

11. System Acceptance testing begins. CLIENT begins System Acceptance Testing.	Date to be determined at kick-off meeting
12. User Training Weeks 3 & 4. CRW trains end users.	Date to be determined at kick-off meeting
13. Fourth Payment Due. 20% of total contract = \$ 35,000	Date to be determined at kick-off meeting, but not prior to the completion of items 1 through 12 above.
14. User Training Week 5. CRW trains end users.	Date to be determined at kick-off meeting
15. Final System Deployment. CLIENT begins using <i>TrakIt</i> .	August, 2003
16. Final Payment Due. 20% of total contract = \$ 35,000	30 Days after the completion of item 15 above.

Target dates on this schedule are intended to reflect projected completion dates for the respective milestone, not contractual date deadlines.

EXHIBIT C

PROJECT COST SUMMARY

Application Software Costs

1. Application Module Name:		<i>TrakIt</i>
Includes PermitTrak, CodeTrak, BusinessTrak & ProjectTrak		
	Number of User Licenses (Concurrent)	<u>35</u>
2. Software Cost		\$ 60,000
3. Data Conversion Costs		\$ 5,000
4. Implementation and Project Management Costs		\$ 35,000
5. Construction of Interface Costs		\$ 5,000
6. Modification Costs		\$ 10,000
7. Training Costs		\$ 32,000
Includes Twenty (20) days of on-site training for End Users and three (3) paid registrations for System Administrators training in San Diego, CA.		
8. eTrakit Web Interface		\$ 10,000
9. Conversion of Existing Building Data		\$ 10,000
10. Travel Costs		\$ 18,000
TOTAL SYSTEM ACQUISITION COSTS (Items 2 through 10)		\$ 185,000
11. Discount	deduct	\$ 10,000
TOTAL PROJECT COST		\$175,000

Annual Maintenance and Technical Support

No Charge for first twelve (12) months following installation.

**35 User License: \$15,000 per year for years two and three;
Subject to a maximum 10% increase per year thereafter.**

Additional Items that are available:

Item 1 Field-Ready Laptop Interface **\$ 5,000**

Provides support for EITHER one of the following:

- 1. Laptops / Tablet PCs**
- 2. Palm OS / PocketPC**

Item 2 IVR Interface **\$ 5,000**

Provides support for interface to TeleWorks or Selectron IVR system.

Item 3 CRM Trak **\$ 15,000**

Provides Citizen Response Management with integration to Trakit

The CLIENT, at its sole discretion, may select or decline each of the above optional items individually prior to twelve (12) months from the commencement date of this Agreement.

The completion time for optional items will be mutually agreed upon by CRW and the CLIENT at time of selection by CLIENT of any of the above optional items.

cpw

EXHIBIT D

SOFTWARE LICENSE

This perpetual License Agreement for the use of "Community Development Software" (Software) developed and marketed by CRW is granted to CLIENT by CRW as of the date of this Agreement.

SUMMARY OF LICENSE TERMS

1. Software is marketed by CRW under the title of "*Trak It*".
2. Software provided to the CLIENT under this License allows the CLIENT to perpetually use, not own, the software.
3. Software is provided to the CLIENT as a multi-user, concurrent access license. The designated number of concurrent users for this license is Thirty Five (35). CLIENT is permitted to install Software on any and all workstations owned or controlled by the CLIENT. Software will allow a designated number of concurrent users to access the databases maintained by Software. An unlimited number of 'Observers' may utilize the Software to access the databases maintained by the Software in a 'view-only' mode. Users, not logged on in an "Observer" mode, attempting to access the system databases with Software after the designated number of concurrent users is logged on will be prohibited from logging on.
4. This software license shall not be sub-licensed, re-sold, assigned, transferred or otherwise distributed by the CLIENT to any other person, company or organization without the written authorization of CRW.
5. This Software, including any and all modifications, upgrades and bug fixes, is protected by the copyright laws of the United States and international copyright treaties. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials (the "Documentation") is expressly forbidden. CLIENT may not remove, obscure, or alter any notice of patent, copyright, trademarks, trade secret or other proprietary rights in the Software. The Title, ownership rights, and intellectual property rights in and to this Software shall remain with CRW.
6. CRW has made reasonable checks of the Software to confirm that it will perform in normal use on compatible equipment substantially as described in the specifications for the Software. However, due to the inherent nature of computer software, neither CRW nor any individuals involved in the development or installation of the Software warrant that the Software or the Documentation is completely error free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet your needs.
7. CRW warrants that it has good title and all proprietary rights to the Software to enable it to license its use to CLIENT free of any proprietary rights of any other party or any other encumbrance.
8. CRW warrants that its Software will perform in the manner described in the Agreement documents including CRW's Response to the CLIENT's RFP, hereby incorporated by reference as if fully contained herein and any other written user documentation for the version installed.
9. This Warranty shall commence upon date of acceptance by CLIENT as defined by Exhibit E attached hereto.
10. Neither CRW nor any of the people or companies involved in providing this license to the CLIENT may be held liable for any incidental or consequential damages caused by failures or faults of the software or its functions.

11. CRW's sole responsibilities with respect to error corrections will be to correct any defects or errors in the Software or its functions, which are brought to the attention of CRW by the CLIENT.

12. This License Agreement will remain in effect until CLIENT returns Software to CRW, or until CLIENT destroys Software.

EXHIBIT E

SYSTEM ACCEPTANCE TESTING

1. CLIENT shall commence System Acceptance tests upon written notification from CRW that system software and database conversion has been installed and is ready for System Acceptance testing. Testing shall be conducted at CLIENT site, using CLIENT computer hardware. CLIENT staff will conduct all System Acceptance Testing.
2. CLIENT shall be allowed a period of forty-five (45) days for System Acceptance Testing, beginning from the date of notification as provided in paragraph 1 above, and continuing, and completed, as provided in paragraphs 3 and 4 below. CLIENT shall immediately advise CRW, in writing, of any error, or perceived error, discovered at any time during the testing period.
3. Upon delivery of written notification from CLIENT to CRW of a software system or database conversion error, or other problem, has occurred, CRW shall have ten (10) business days to address and correct such error so as to render the system operable. CRW shall provide written notice to CLIENT that the error has been corrected. During the time period between notification of any error until to such time that CRW advises CLIENT of correction of such error the forty-five (45) day System Acceptance test period shall be suspended. The forty-five (45) day System Acceptance test period shall resume upon notice by CRW that the previously noticed errors have been corrected.
4. CRW shall provide written notice to CLIENT when the forty-five (45) day System Acceptance test period has expired. Thereafter, CLIENT shall have five (5) business days to provide CRW with written notice of any remaining errors or problems. ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE LATEST OF THE FOLLOWING DATES: (a) THE DATE WRITTEN NOTICE IS PROVIDED BY CRW TO CLIENT THAT THE FINAL PROBLEMS IDENTIFIED BY CLIENT PURSUANT TO THIS SECTION HAVE BEEN CORRECTED, OR (b) THE DATE OF NOTICE BY CRW TO CLIENT INDICATING THAT THE ACCEPTANCE TESTING PERIOD HAS EXPIRED.
5. CLIENT may begin using the software for productive use following completion of the System Acceptance tests. "Productive Use" shall include the issuance of building permits, inspections and fee collection from the general public. CLIENT may not begin to use the software for productive use prior to completion of the System Acceptance tests. If CLIENT begins using software for productive use prior to completion of the System Acceptance test, then the system acceptance test will be deemed completed and satisfactory.