

**AGREEMENT
FOR
CITIZEN ACTION
TRACKING SYSTEM**

BETWEEN

MANATEE COUNTY

(County)

and

CRW SYSTEMS, INC.

(Contractor)

ACCEPTED IN OPEN SESSION

DEC 01 2009

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

**AGREEMENT
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AGREEMENT FOR
Citizen Action Tracking System

BETWEEN

MANATEE COUNTY
and
CRW SYSTEMS, INC.

THIS AGREEMENT is made by and between the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as "**County**", with offices located at 1112 Manatee Avenue West, Bradenton, FL 34205-7804 and CRW Systems, Inc., hereinafter referred to as "**Contractor**", with offices located at 16980 Via Tazon, Suite 320, San Diego, CA 92127.

WHEREAS, the **County** has determined that it is necessary, expedient and in the best interest of the **County** to retain **Contractor** to provide the software and professional integration services required for a Probation Case Management System; and

WHEREAS, the **County** caused a public announcement to be made, distributed and published requesting proposals (RFP #09-1194FL), dated March 12, 2009 for the selection of a contractor to provide a computerized Citizen Action Tracking System as provided in this Agreement; and

WHEREAS, the **Contractor** submitted a proposal, dated April 3, 2009 in response to this request for proposals (RFP #09-1194FL), and subsequently made presentations and supplementary representations which were relied upon by the **County** in selecting the **Contractor**. The capacity of the **Contractor** to provide, install and integrate a Probation Case Management System which shall provide data information capture, data analysis, reporting, management and system management, plus customize, tailor, enhance and implement new functions, is an essential relationship of trust and confidence between and **County** and the **Contractor**, and

WHEREAS, this Agreement is the result of competitive negotiation procedures instituted by the **County**.

WITNESSETH: for and in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE 1. SCOPE OF WORK.

This Agreement sets forth the terms and conditions pursuant to which the **County** retains the **Contractor** to provide the functionality described in Exhibit 1 which includes the professional services required to customize, tailor, enhance and implement the software, and provide support for the software and training of personnel to provide **County** with a computerized Probation Case Management System (hereinafter the "System"). The performance of this Agreement shall be in accordance with the phases described in Exhibit 2 attached hereto.

Before beginning any phase, **County's** Contract Manager shall provide **Contractor** with (1) a fully executed original of this Agreement, and (2) a written notice to proceed, which written notice shall identify the phase and may, to the extent necessary to implement this Agreement, provide for the following:

- a. The agreed to deadlines with respect to any task to be performed by **County** or **Contractor** where completion of the phase is dependent upon completion of a task by a date certain.
- b. The agreed to date of completion for the phase which shall be consistent with completing all services in accordance with the terms of this Agreement.
- c. Reasonable changes agreed to by **Contractor** and **County's** Contract Manager in the description of the phase which do not materially change the System, the total compensation provided for in this Agreement, or the warranties and assurances provided for in this Agreement.

ARTICLE 2. CONTRACTOR'S COMPENSATION AND PAYMENT.

The maximum compensation to **Contractor** for the complete performance of this Agreement **shall not exceed \$40,000.00 [Forty Thousand Dollars]** unless additional payments are authorized in writing by the Board of County Commissioners.

Payment shall be made by **County** to **Contractor** in accordance with the fees and charges for each phase as provided in Exhibit 2 upon completion of each phase and acceptance by **County** and in accordance with the following:

- a. **Contractor** shall submit an invoice on completion of each phase.
- b. **County** shall have twenty (20) working days from the date the **Contractor** notifies the **County** that work is ready for evaluation, to advise **Contractor** of any work that is not accepted. If written notice of any work that is not accepted is not provided within

such twenty (20) working-day period, all work covered by the phase shall be deemed accepted.

c. **County** shall, within forty-five (45) calendar days after acceptance of the phase, pay **Contractor** the undisputed amount due.

The prices set forth in Exhibit 2 include all charges to be paid by **County**, including but not limited to (i) shipping charges; (ii) **Contractor's** time and material charges for all products and all services, and including reasonable travel and living expenses; and (iii) all taxes, including sales taxes (however designated) paid or payable by **Contractor**. **County** is exempt from the payment of taxes and agrees to support any claim for tax exemption for purchases hereunder by providing **Contractor** with a copy of the applicable tax exemption certificate.

ARTICLE 3. TIME FOR PERFORMANCE AND COMPLETION.

Exhibit 2 provides an estimated time for completion of each phase. If, at any time, **Contractor** is delayed in its performance and/or completion of a phase, including any delays caused by **County**, **Contractor** may request, in writing, extension of time beyond the estimated completion time set forth in Exhibit 2 and such extension shall be liberally granted by the **County's** Contract Manager, provided, however, the aggregate time for completion under this Agreement shall not exceed **one hundred and eighty (180) calendar days from the day of contract execution** unless such delays are caused by **County**. Unless extensions are required, it is agreed that all services required pursuant to this Agreement, except maintenance and support and any warranty work, shall be completed by May 4, 2010.

County understands that timely completion of the Project is dependent in significant part upon the timely cooperation of **County** in providing information to **Contractor** necessary to complete the project, including, but not limited to: (a) Data obtained from **County's** present system to be incorporated into the new TRAKiT System; and (b) information relative to desired forms to be incorporated into the TRAKiT System.

ARTICLE 4. SPECIFICATIONS AND REQUIREMENTS.

All third-party software shall conform to published specifications and written representations of the supplier. **Contractor** covenants and agrees that the System, when complete, shall be in compliance with the specifications and representations attached hereto as Exhibit 1 and such additional requirements as are developed by **County** and **Contractor**. **Contractor** and **County's** Contract Manager shall negotiate adjustments to the maximum compensation and, applicable payment/performance schedules on Exhibit 2 and the specifications and representations contained in Exhibit 1, then such adjustments shall be submitted in writing to the Board of County Commissioners for consideration in the form of an addenda to this agreement executed by both **County** and **Contractor**.

Any such additional work performed by **Contractor** shall be added to the contract price and billed in accordance with Exhibit 3. **Contractor** will not commence any additional services for the **County** until written authorization has been given by **County** and approved by **Contractor**.

ARTICLE 5. ACCEPTANCE AND FINAL ACCEPTANCE.

Upon the completion of each phase, **County** shall deliver to **Contractor** a signed acceptance statement. A signed acceptance statement shall not relieve **Contractor** of any responsibility with respect to any products or services that are defective or fail to comply with the specifications and requirements pursuant to the terms of this Agreement.

At the completion of Final Acceptance as indicated in Exhibit 5, **County** will be provided sixty (60) calendar days to operate and test the System. During the sixty (60) calendar day period, **Contractor** shall furnish complete off-site telephone support in the form of consultation and/or remote diagnostic software support within four (4) hours of the **County's** support request. If the error, defect or nonconformity cannot be corrected within normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), **Contractor** will provide a plan for delivering the anticipated error, or as otherwise agreed upon, including implementation of temporary procedures to sustain the System. The **Contractor** shall provide corrective measures for all reported errors within three (3) business days of the commencement of on-site service. If the System fails to perform the functional requirements provided for in this Agreement during the sixty (60) calendar day period, **County** may, at **County's** option, request modification of the software to correct said failure(s); and/or termination of this Agreement. At the conclusion of the sixty (60) calendar day period, if **County** has not notified **Contractor** in writing of any such failure or defect in the System, the **County** will be deemed to have finally accepted the System.

ARTICLE 6. SOFTWARE LICENSES.

A. TRAKiT SOFTWARE (Including CRM TRAK, LandTRAK, and eTRAKiT)

1. Subject to the terms and conditions hereinafter set forth, **Contractor** grants to **County** a non-exclusive, nontransferable license to use the **TRAKiT Software** (hereinafter referred to as the Software) as identified in Exhibit 1, solely in the conduct of the business of the **County** for the number of users specified in Article 7. Software shall be provided by the **Contractor** to the **County** pursuant to the terms of this Agreement, only in machine-readable object code. The **County** acknowledges that by virtue of this License identified in Exhibit 4, the **County** acquires only the right to use the original and permitted duplicate copies of the Licensed Software as described herein and does not acquire any rights of ownership in the Licensed Software which rights shall remain exclusively with the **Contractor**. The term of License shall commence upon delivery of the first module of

Licensed Software and shall remain in force as long as the **County** is in compliance with all the provisions of the Agreement.

2. **County** agrees to pay **Contractor** a one-time license fee for the use of all specified Licensed Software in the amount specified in Exhibit 2.

3. No portion of the or any updates or enhancements to Software may be duplicated by the **County** except that the **County** may make copies of the machine-readable portion thereof for normal security backup purposes, provided that the **County** properly reproduces on each such copy all notices of Contractor's patent, copyright, trademark, or trade secret rights.

4. The **Contractor** retains ownership of Software and related documentation.

5. Within thirty (30) calendar days from the date of the **County's** discontinuance of the use of any portion of Software licensed hereunder, the **County** shall furnish **Contractor** with written notice certifying that through its best efforts and to the best of its knowledge, all machine-readable code, user documentation or other related materials provided to the **County** with Software including any copies thereof, whether in whole or in part, have been destroyed or returned as follows:

a. All documents relating to such discontinued portion of Software shall be returned to **Contractor**; and

b. The originals and all copies of any machine-readable materials containing all or any portion of the discontinued Software shall be destroyed or purged so as to totally remove from such machine-readable materials all codes relating to the discontinued portion of Software.

c. Any use by **County** of any TRAKiT Software after termination of this agreement by **County** without the express written authorization of **Contractor** shall be a breach of this Agreement and subject the **County** to substantial damages.

6. The **County** recognizes and agrees that Software, updates, enhancements and additions which are provided to the **County**:

a. are considered by **Contractor** to be trade secrets of **Contractor**; **County** shall not reverse assemble, reverse compile or translate any portion of Software.

b. are furnished by **Contractor** to the **County** in confidence; and

c. contain proprietary and confidential information which must not be released to any other party unless required by law.

Contractor's placement of a copyright notice on any portion of any Licensed Software or any update to such Licensed Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion is a trade secret or contains proprietary and confidential information of the **Contractor**.

7. The **County** agrees to hold Software and updates and enhancements to Software in confidence at least to the extent that it protects its own similar confidential information and to take all reasonable precautions consistent with general accepted standards in the data processing industry to safeguard the confidentiality of such information subject to the applicable provisions of Chapter 119, Florida Statutes (the Public Records law) and any other applicable law, rule or court order. No portion of any update or enhancement to the Licensed Software may be disclosed, furnished, transferred or otherwise made available by the **County** to any person except to those of its employees who need to use such information in accordance with this Software License.

8. **County** agrees to respect **Contractor'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 **Contractor** or any third party. Under no circumstances shall **County** sell, license, publish, display, distribute or otherwise transfer to a third party Software or any copy thereof, in whole or in part, without **Contractor's** prior written consent.

9. The **County** agrees to take actions such as by instruction, agreement or otherwise with its employees as in its judgement it deems appropriate to inform them of the trade secret, proprietary, and confidential nature of the Licensed Software and the updates and enhancements disclosed to the **County** under this Agreement, and to obtain their compliance with the terms hereof. The obligations of this paragraph will survive the termination of this Agreement.

10. The source code to Software is kept at EscrowTech International, Inc. In the event, **Contractor** is no longer able to support, enhance, and further market the Software, EscrowTech International, Inc. will make available all Software source code to the County as identified in Exhibit 6.

**ARTICLE 7. ASSURANCES, REPRESENTATIONS AND WARRANTIES
OF CONTRACTOR.**

a. **Contractor** warrants to **County** that the System will operate effectively and without hardware/software conflict on the equipment described in Exhibit 7; and that the hardware and operating software described in Exhibit 4 will support the System when complete, with a maximum of **25** concurrent users. **Contractor** agrees to provide software (System) warranty services in accordance with the **Software Support and Maintenance Agreement** attached hereto as Exhibit 8 at no additional cost to the County. **The term of**

the warranty period is one (1) year after final installation of the TRAKiT software which includes all required interfaces for the System. Contractor agrees to provide additional years of services in accordance with Exhibit 4 at the cost specified in Exhibit 3 upon execution of that document or written renewals extending the term by the County's Contract Manager to establish commencement of each additional one-year period.

b. Contractor warrants to County that the System will operate according to the performance standards set forth in Exhibit 1 and such additional requirements as developed by County and Contractor in the Detailed Functional Specification provided in Contractor's proposal response dated April 3, 2009 hereby incorporated by reference as if fully contained herein.

c. Contractor warrants that the System shall operate in accordance with the requirements of this Agreement from the date of acceptance through the maintenance periods provided in Exhibit 8 (**Software Support and Maintenance Agreement**), attached hereto and any extension or renewal thereof.

d. Contractor warrants and represents to County that Contractor has the right to grant to County the right to use all software without restriction or limitation except as provided herein and in accordance with the provisions set forth in Article 6.

e. Contractor warrants the software will perform as specified herein upon acceptance as indicated in Exhibit 5, and shall perform as represented by Contractor with respect to updates, enhancements or additional software which may be acquired by County from Contractor, so long as County continues with a **Software Support and Maintenance Agreement** with Contractor or Contractor's successors or assigns.

f. Contractor agrees to deliver the latest release of the System. If a new System release should become available between the time of the signing of this Agreement and the delivery date for the operating System, the Contractor shall deliver the newest release contingent upon Contractor's successful completion of integration and testing of any new operating System release with the System.

g. Contractor warrants that all materials and software provided under this agreement not incorporated in the work but stored at the site, or at another location, shall be at the Contractor's sole risk for loss or damage. County shall provide to the Contractor a secured location only at the owner's existing facilities for storage of such materials throughout the duration of the project. Risk of loss shall only pass to County upon acceptance of the goods and services as provided in Article 5, Acceptance and Final Acceptance.

ARTICLE 8. TERMINATION.

a. **County** shall have the right to terminate this Agreement and shall only be responsible for paying **Contractor** the amount provided for in Exhibit 3, primarily professional services.

b. **County** shall have the right to terminate this Agreement as provided in Article 5.

c. Either party may terminate this Agreement upon written notice to the other if: (i) a material violation of this Agreement by the other party is not remedied within thirty (30) days after written notice of violation; or (ii) any representation or warranty made by the other party shall prove to have been false or fraudulent in any material respect as of the date the same was made; or (iii) the other party admits in writing its inability to pay its debts generally as they become due or executes an assignment for the benefit of creditors or similar document; (iv) a receiver, trustee in bankruptcy or similar officer is appointed for the other party's property; (v) or the party loses its legal status.

d. Termination shall not exclude other remedies for failure of a party to perform its obligations.

e. Upon termination of this Agreement, each party shall promptly return to the other any and all personal property of the other held by such party and shall provide a certificate to the other party to the effect that it has delivered to the other party all property belonging to the other party and has retained no duplicates or copies of such property. If such termination is by **County**, prior to final acceptance of the System and based upon the failure of the System to comply with the requirements of this Agreement, including the Specifications, **Contractor** shall promptly refund all sums excluding professional services, as provided herein, paid by **County** and upon receipt of such payment by County, **Contractor** shall have the right to remove from the County's site at **Contractor's** expense, all software provided by the **Contractor**.

ARTICLE 9. PATENT AND COPYRIGHT INDEMNIFICATION.

a. **Contractor** shall indemnify, defend and hold harmless the County concerning any claim, suit, action or judgment against the County by or in favor of any third party arising out of, or relating to, **County's** use of the Software provided that **Contractor** is given prompt written notice of such claim and County cooperates in good faith in any defense.

b. Should it be found that software infringes patent or copyright then **Contractor**, at its option, may obtain for **County** the right to continue using or to replace or modify the Software involved so it becomes non-infringing; or if such remedies are not reasonably available, grant **County** a refund for the Software and Services provided pursuant to this Agreement and accept the return of the Software.

c. If, however, such infringement or violation is based upon the County's use of the software in combination with other hardware and software (other than as initially installed by **Contractor**) including tailoring, customization, modifications or enhancements provided

by **Contractor** to conform to the Specifications or from modifications, enhancements or changes not provided by **Contractor**, **Contractor** shall have no obligation under this Section.

ARTICLE 10.LIMITATION OF ACTIONS AND LIABILITY.

a. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, but not limited to, (a) failure of **County** to furnish timely information; (b) failure of **County** to approve or disapprove of **Contractor's** work, and/or (c) strikes, lockouts, accidents, or acts of GOD.

b. In no event shall **Contractor** or its officers, agents and employees be liable to **County** for any loss of profits, consequential, incidental, indirect or special damages under any circumstances even if Contractor has been advised of the possibility of same. Notwithstanding the foregoing, **Contractor** will be liable for direct damages to real or personal property and personal injury caused by the negligent acts, errors or omissions of **Contractor** or its officers, agents and employees during installation or maintenance to the extent set out in Article 16.

c. In any event, **Contractor's** liability for damages, (except for damage to real or personal property or personal injury and as provided under b. above), under any theory of liability or form of action shall not exceed the total amount paid by **County** to **Contractor** under this Agreement.

ARTICLE 11.NOTICE.

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by written notice to the other party. Notices to the **County** shall be to the attention of

Manatee County Information Services Department
Diane Frenz, Director
1112 Manatee Avenue West
Bradenton, FL 34205

Notices to **Contractor** shall be to the attention of

CRW Systems, Inc.
Chris Wuerz, President
16980 Via Tazon, Suite 320
San Diego, CA 92127

ARTICLE 12.GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13.CONSENT TO JURISDICTION, VENUE AND SERVICE.

Contractor consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of Florida. **Contractor** further consents and agrees that jurisdiction for such proceedings shall lie exclusively with such court and venue shall be in Manatee County, Florida or if in Federal Court the Middle District of Florida. Service of process in any such proceeding may be made by Certified Mail, Return Receipt Requested, directed to the respective party at the address at which it is to receive notice as provided herein or as otherwise required by law.

ARTICLE 14.COVENANTS BY THE COUNTY.

The **County** hereby covenants and agrees:

a. That Diane Frenz is hereby appointed as the **County's Contract Manager** with respect to the services to be performed by **Contractor** pursuant to this Agreement. The **County's** Contract Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of the **County** and make decisions pertinent to services covered by this Agreement. The **County's** Contract Manager shall have the right, from time to time, to designate another employee of Manatee County to serve in the absence of the Contract Manager. The **County** reserves the right to designate a different Contract Manager, provided that **Contractor** is given written notice thereof.

b. To make such facilities and properties as are reasonably necessary for the performance of work available and accessible for use by **Contractor** during normal working hours as may reasonably be required by **Contractor** for the performance of this Agreement.

c. To perform at no cost to **Contractor** such tests of equipment, machinery and facilities of the **County** as may be reasonably required in connection with the work under this Agreement. The tests to be performed must be within the ability and capability of the **County's** equipment and personnel.

d. To give prompt notice to **Contractor** whenever the **County** observes or otherwise becomes aware of any defect in the performance of work under this Agreement.

e. To give careful and reasonable consideration to the findings and recommendations of **Contractor** and to respond in a timely manner so as not to unduly delay **Contractor's** work called for by this Agreement.

ARTICLE 15.DISPUTE RESOLUTION.

Disputes shall be resolved as follows: through good faith negotiations by the designees identified in this Agreement after written notice and if not resolved by such designees after seven (7) calendar days, **Contractor** shall at or after the end of the seven (7) day period submit its claim with the basis for the dispute in writing to the Manatee County Purchasing Director for a determination and handling in accordance with the provisions of the Manatee County Procurement Code. Any dispute resolution agreed to by **County's** Contract Manager or the Manatee County Purchasing Director, constituting a material change in this Agreement or providing for payment in excess of the amount established under this Agreement, will not be final until approved by the Board of County Commissioners. If such dispute involves a payment due, the **County** shall, as promptly as reasonably possible after resolution of such dispute, forward payment to **Contractor** of any amount determined to be due and owing.

Any dispute not resolved in accordance with this Article 15 may be resolved by recourse to litigation in accordance with the laws of Florida with venue in Manatee County.

ARTICLE 16.INDEMNIFICATION.

Contractor hereby agrees to indemnify, defend, save, and hold harmless the **County** from all costs, expenses, claims, demands, liabilities, judgments, and suits for direct damages arising out of personal injury or death of **County** employees or **County** invitees or damage to tangible **County** properties occurring during the **Contractor's** performance of installation or maintenance obligations in performance of this agreement, to the extent proximately caused by either negligent error or omission of **Contractor**, or due to the breach of this Agreement by **Contractor**, its subcontractors, agents or employees. It is specifically understood and agreed that the provisions of this Article 16 are not intended to cover or indemnify the **County** for its own, sole or contributory, negligence or breach of contract or acts of third parties.

ARTICLE 17. INSURANCE.

Contractor will not commence work under this Agreement until **Contractor** has obtained all insurance under this section. **Contractor** shall obtain, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employer's Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act, the Longshoremen's and Harbor Workers' Compensations Act or any other coverage required by the Contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

Part Two - The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Worker's Compensation Policy shall be:

\$100,000 (Each Accident)
\$500,000 (Disease-Policy Limit)
\$100,000 (Disease-Each Employee)

b. Commercial General Liability

The limits shall be those that would be provided with a Commercial General Liability Policy with the following minimum limits:

General Aggregate Limit Three times each Occurrence Limit

Products-Completed	
Operations Aggregate	<u>\$ 300,000</u>
Personal & Advertising	
Injury Limit	<u>\$ 300,000</u>
Each Occurrence Limit	<u>\$ 300,000</u>
Fire Damage (any one fire)	Nil
Medical Expense (any one person)	Nil

c. Certificate of Insurance

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the four above paragraphs (a), (b), and (c) shall be filed with the Purchasing Director before operations are begun.

The required certificates of insurance shall name Manatee County as additional insured, the types of policy, policy numbers, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the project title and location of project. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the **County**. **Contractor** shall have all required insurance policies in full force and effect during the entire term of the Agreement entered into pursuant hereto.

If the initial insurance expires prior to the completion of operations and/or services by **Contractor**, renewal shall be furnished by **Contractor** and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

ARTICLE 18.LEGAL RESTRAINTS AND LIMITATIONS.

Contractor acknowledges that the **County**, as a unit of local government and a political subdivision of the State of Florida, is subject to restraints, limitations, regulations, and controls imposed or administered pursuant to numerous applicable laws, ordinances,

rules and regulations of federal, state, regional and certain local governmental agencies or authorities. **Contractor** agrees that all professional services rendered or performed by **Contractor** pursuant to the provisions of this Agreement shall be in compliance therewith, and the **County** agrees to notify **Contractor** if **County** is made aware of any evidence that **Contractor** may be in violation of above mentioned rules, regulations or laws.

ARTICLE 19.SOLICITATION OF AGREEMENT

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **Contractor** to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for **Contractor**, any fee, commission, percentage, brokerage fee, gift, contingent fee or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **County** shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 20.SUBCONTRACTORS.

It is expected that **Contractor** shall have standard in-house capability to provide all the services required by this Agreement except Hardware maintenance; however, should **Contractor** find it necessary to utilize the services of additional subcontractors, **Contractor** shall first obtain the written approval of the **County**. **Contractor** shall also require each subcontractor to adhere to applicable provisions of this Agreement. The utilization of any subcontractor by **Contractor** shall not relieve **Contractor** from any liability or responsibility to the **County** pursuant to the provisions of this Agreement or obligate the **County** to the payment of any compensation to the subcontractor or additional compensation to **Contractor**. Notwithstanding the foregoing, it is specifically agreed and understood that **Contractor** will not utilize subcontractors to fulfill its obligations herein.

ARTICLE 21.ASSIGNMENT

No assignment of this Agreement or any right or interest herein by either party shall be effective unless the other party shall first give its written consent to such assignment. The performance of the Agreement by **Contractor** is the essence of this Agreement. Notwithstanding, **Contractor** may, without **County's** consent, assign this Agreement to an affiliate or subsidiary of Contractor or its parent corporation, or assign its rights to receive payments hereunder.

ARTICLE 22.NON-DISCRIMINATION PROCEDURES.

During the performance of this Agreement, **Contractor** agrees as follows:

a. **Contractor** will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

b. No person in the United States shall, on the grounds of race, creed, sex, color, national origin or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 23. KEY PERSONNEL.

The following Key personnel are hereby assigned to the project by **Contractor** and shall not be removed from the project until alternate personnel acceptable to **County** are approved in writing by the **County**, such approval shall not be unreasonably withheld:

Debra Mueller, Project Manager
Pierre Soulie, Data Conversion Specialist
Jim Williamson, Training Coordinator
Nathan Hershkowitz, Vice President of Business Development

The **County** shall identify and designate System Administrators. All communication related to day-to-day operations of the Software, including system maintenance, Software problems and/or troubleshooting, shall be made to **Contractor** through the designated **County** representative. The System Administrator shall participate in all training sessions conducted by **Contractor** as required by this Agreement, and shall become fully knowledgeable and competent to use all aspects of the Software. The System Administrator for **County** is to be determined.

ARTICLE 24. AUTHORITY TO EXECUTE.

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of these parties has approved this Agreement and that the governing or managing body of each of the parties has authorized the execution of this Agreement in the manner hereinafter set forth.

ARTICLE 25.SEVERABILITY.

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

ARTICLE 26.NO WAIVER.

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

ARTICLE 27.EXTENT OF AGREEMENT.

This Agreement, including exhibits and attachments, constitutes the entire agreement of the parties and supersedes any other prior negotiations or representations.

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 Contractor and the County.

ARTICLE 28.EXHIBITS.

a. The documents listed below have been attached hereto and are incorporated herein as a part of this Agreement.

<u>Exhibit Number</u>	<u>Document Title</u>
1.	SCOPE OF SERVICES
2.	PROJECT PHASES AND PAYMENT SCHEDULE
3.	PROJECT COST SUMMARY
4.	SOFTWARE LICENSE AGREEMENT
5.	SYSTEM ACCEPTANCE TESTING PLAN
6.	SOFTWARE ESCROW AGREEMENT
7.	HARDWARE REQUIREMENTS
8.	SOFTWARE SUPPORT & MAINTENANCE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this agreement to furnish, deliver and install the System.

CRW SYSTEMS, INC.

By: *Christopher R. Wuerz*

Print Name: Christopher R. Wuerz

Title: President

Date: 6 Nov. 2009

MANATEE COUNTY GOVERNMENT

By: *Michael B. McLaughlin* for the County

Print Name: Michael B. McLaughlin

Title: Interim Director ISD

Date: 11/23/09

EXHIBIT 1

SCOPE OF SERVICES

Upon receipt of a written Notice to Proceed from **County**, **Contractor** 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.

On Site Days: **County** changes to scheduled travel days within 14 days of project schedule may incur increased travel expenses.

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

Deliverable: CD containing computer software; installation instructions; services to install software on **County** network and up to three workstations; services to train **County** IT staff for installation of remaining **County** workstations; services to install SQL/Server database and tables. Modules provided are WorkSpace, LandTRAK, AEC TRAK, Standard Reports, and CRM TRAK.

B.1. Provide eTRAKIT modules for web-based citizen action tracking.

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

- (1) Pay fees online
- (2) Show case complaint status
- (3) Create new issues with automated tracking number
- (4) Search general CRM issue information
- (5) Create user logins
- (6) Incorporation into **County**'s existing website

C. Data conversion services.

Data conversion services are not included as part of this Contract. Should **County** require data conversion services, then **County** will provide to **Contractor** all tables and files that are necessary for historical data conversion for **Contractor** to Scope and provide a cost.

D. Provide software training.

Deliverable: Provide System Administrator and Report Writing training for up to one (1) **County** staff during scheduled training at **Contractor** designated facilities.

Deliverable: Conduct three (3) days of on-site, hands-on User training at **County** office. Class size is limited to eight (8) students per day.

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

E. Provide Project Implementation services.

Contractor to include five (5) onsite days for project management meetings. Additionally, **Contractor** will setup and configure forty-five (45) complaint types/workflows within CRM TRAK.

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

Applies to: TRAKIT software. Time period for no-charge technical support to begin upon completion of System Acceptance, as defined in Exhibit 5.

G. Additional Scoping Services.

Custom CRM Report:	Provides the total elapsed time to resolve a closed case.
Special eTRAKIT Flag:	Anonymous complaints cannot be filed for barking dogs via eTRAKIT.
Unique Permission:	New user permission preventing a User from viewing confidential information regarding bad drivers of County vehicles.

EXHIBIT 2

PROJECT PHASES AND PAYMENT SCHEDULE

Task Item	County Responsibilities	Contractor Responsibilities	Projected Target Date
1. Contract Execution and Notice to Proceed.	County signs contract; County provides Notice to Proceed.	Contractor signs final contract.	November 15, 2009
2. Review Project Milestone Dates and Kick-Off Workbook delivered.	County reviews and sets Project Milestone dates with Contractor	Contractor reviews and sets Project Milestone dates with County; Contractor delivers electronic copies of Project Workbook	November 2009
3. Confirm hardware and required systems in place.	County provides confirmation that all required hardware, servers, database systems, and related components are ready.	Contractor reviews hardware specifications with County; Contractor installs and confirms GoToMyPC remote access.	November 2009
4. Project Commencement / Kick-Off Meeting.	County attends and participates in Kick-Off Meeting; County prepares first extract of data to be converted.	Contractor attends and conducts Kick-Off meeting; Contractor installs TRAKIT software on County server and delivers MobileTRAK and eTRAKIT software.	December 2009
5. First Payment Due: \$ 25,000.00	County provides 1 st payment.		December 2009
6. Business Process Review Meeting.	County provides information and participates in preliminary business process discussion.	Contractor assists the County in completion of the Project Workbook and identifies process adaptation.	December 2009
7. Screenshots of Existing Software	County provides subset of source data and screenshots of existing software that relate to the data conversion process.	Contractor reviews screenshots and begins mapping of data; Contractor prepares data mapping document to submit to Client.	December 2009
8. Workbook / Data Collection Meeting.	County provides completed Workbooks and copies of needed forms/reports; County attends department meetings to offer insight into County workflow; County provides complete set of source data for conversion.	Contractor will collect County responses to Workbooks; Contractor conducts Department meetings to ensure understanding of responses and discuss procedural needs; Contractor reviews data to convert with County.	January 2010
9. Contractor System Configuration.	County participates and provides additional information as needed by Contractor.	Contractor configures system according to workbook responses and meeting discussion; Contractor converts historical data provided during Kick-Off Meeting; Contractor creates/customizes custom reports and/or forms (e.g. Permit Form).	January 2010
10. Initial Delivery.	County will attend the demonstration of the Initial Delivery.	Contractor installs and demonstrates configured system.	February 2010
11. System Acceptance Users are trained. Includes one (1) day.	County will provide meeting space and provide up to eight (8) staff for training.	Contractor provides training materials and laptops with initial system configuration.	February 2010



<p>12. System Acceptance Testing Begins.</p>	<p>County "System Acceptance" Users verify accuracy and placement of converted data, forms & reports; County tests software configuration; County tests program interfaces; County tests software customizations; County notifies Contractor of desired changes. County delivers revision list to Contractor.</p>	<p>Contractor receives change requests from County and makes necessary revisions.</p>	<p>February 2010</p>
<p>13. Initial Delivery Revisions.</p>	<p>Contractor receives review comments from County and begins adjusting configured system.</p>	<p>Contractor delivers revisions to County.</p>	<p>March 2010</p>
<p>14. Revised Delivery.</p>	<p>County continues review of system.</p>	<p>Contractor schedules weekly remote meetings with each department to review system configuration.</p>	<p>March 2010</p>
<p>15. System Acceptance Testing Review</p>	<p>County reviews data with project manager via remote sessions.</p>	<p>Contractor receives review comments from County and makes final adjustments.</p>	<p>March 2010</p>
<p>16. Second Payment Due: \$ 5,000.00</p>	<p>County provides 2nd payment.</p>	<p>Contractor schedules weekly remote meetings with each department to review system configuration.</p>	<p>March 2010</p>
<p>17. Final Revisions List.</p>	<p>County delivers final revision list to Contractor.</p>	<p>Contractor installs modified system.</p>	<p>April 2010</p>
<p>18. System Acceptance Testing Review</p>	<p>County reviews data with project manager via remote sessions.</p>	<p>Contractor receives review comments from County and makes final adjustments.</p>	<p>April 2010</p>
<p>19. Final Delivery.</p>	<p>County approves final system before User Training commences.</p>	<p>Contractor provides training materials and laptops with configured system.</p>	<p>April 2010</p>
<p>20. System Acceptance Testing Ends.</p>	<p>County provides 3rd payment.</p>	<p>Contractor converts data and loads on County server; Contractor provides one (1) person day of Go-Live support onsite.</p>	<p>April 2010</p>
<p>21. Third Payment Due: \$ 5,000.00</p>	<p>County provides meeting space for up to eight (8) staff.</p>	<p>Contractor provides 30 days after the completion of Go-Live Support.</p>	<p>30 days after the completion of Go-Live Support.</p>
<p>22. End User Training. Includes two (2) days.</p>	<p>County provides final extract of historical data for Contractor to convert.</p>	<p>Contractor trains one (1) County staff at any of the available locations & dates.</p>	<p>Date and location to be determined based on availability.</p>
<p>23. Transition to Live.</p>	<p>County provides final payment.</p>	<p>Contractor provides one (1) person day of Go-Live support onsite.</p>	<p>April 2010</p>
<p>24. Final Payment Due: \$ 5,000.00</p>	<p>County provides final payment.</p>	<p>Contractor provides one (1) person day of Go-Live support onsite.</p>	<p>April 2010</p>
<p>** System Administrator Training.</p>	<p>County provides one (1) seat for System Administrator training at a remote location.</p>	<p>Contractor trains one (1) County staff at any of the available locations & dates.</p>	<p>Date and location to be determined based on availability.</p>

Target dates on this schedule are intended to reflect projected completion dates for the respective milestone.

EXHIBIT 3

PROJECT COST SUMMARY

Cost Summary

A. Software & Licensing:	\$	25,000
CRM TRAK module & 25 concurrent licenses		
eTRAKIT - online module		
B. Implementation & Project Management:	\$	10,000
5 onsite Project Management meetings		
Setup of 45 complaint types/workflows		
Configuration of eTRAKIT online application		
C. Data Conversion:	\$	-
No conversion required at this time		
D. Training:	\$	4,000
3 onsite Training days		
1 System Administrator Registration		
E. Travel & Expenses:	\$	1,000
Total Cost	\$	40,000

Annual Maintenance

Year 1 - Annual Maintenance*	\$	-
Year 2 - Annual Maintenance	\$	8,000
Year 3 - Annual Maintenance	\$	8,000
Year 4 - Annual Maintenance	\$	8,400
Year 5 - Annual Maintenance	\$	8,400

*Annual Maintenance and Technical Support – No charge for first twelve (12) months following System Acceptance.

EXHIBIT 4

SOFTWARE LICENSE AGREEMENT

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

SUMMARY OF LICENSE TERMS

1. Software is marketed by **Contractor** under the title of "TRAKIT".
2. Software provided to the **County** under this License allows the **County** to perpetually use, not own, the software.
3. Software is provided to the **County** as a multi-user, concurrent access license. The designated number of concurrent Users/Administrators/Observers for this license is twenty-five (25). **County** is permitted to install Software on any and all workstations owned or controlled by the **County**. Software will allow a designated number of concurrent users to access the databases maintained by Software. Users 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 **County** to any other person, company or organization without the written authorization of **Contractor**.
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. **County** 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 **Contractor**.
6. **Contractor** 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 **Contractor** 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. **Contractor** warrants that it has good title and all proprietary rights to the Software to enable it to license its use to **County** free of any proprietary rights of any other party or any other encumbrance.
8. **Contractor** warrants that its Software will perform in the manner described in the Agreement documents including **Contractor's** Response to the **County'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 **County** as defined by Exhibit F attached hereto.
10. Neither **Contractor** nor any of the people or companies involved in providing this license to the **County** may be held liable for any incidental or consequential damages caused by failures or faults of the software or its functions.
11. **Contractor'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 **Contractor** by the **County**.
12. This License Agreement will remain in effect until **County** returns Software to **Contractor**, or until **County** destroys Software.

EXHIBIT 5

SYSTEM ACCEPTANCE TESTING PLAN

1. **County** shall commence System Acceptance tests upon written notification from **Contractor** that system software and database conversion has been installed and is ready for System Acceptance testing. Testing shall be conducted at **County** site, using **County** computer hardware. **County** staff will conduct all System Acceptance Testing.
2. **County** shall be allowed a period of thirty (30) business 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. **County** shall immediately advise **Contractor**, in writing, of any error, or perceived error, discovered at any time during the testing period.
3. Upon delivery of written notification from **County** to **Contractor** of a software system or database conversion error, or other problem, has occurred, **Contractor** shall have ten (10) business days to address and correct such error so as to render the system operable. **Contractor** shall provide written notice to **County** that the error has been corrected. During the time period between notification of any error until to such time that **Contractor** advises **County** of correction of such error the thirty (30) day System Acceptance test period shall be suspended. The thirty (30) day System Acceptance test period shall resume upon notice by **Contractor** that the previously noticed errors have been corrected and once the corrections have been made available to the **County**.
4. **Contractor** shall provide written notice to **County** when the thirty (30) day System Acceptance test period has expired. Thereafter, **County** shall have five (5) business days to provide **Contractor** 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 **Contractor** TO **County** THAT THE FINAL PROBLEMS IDENTIFIED BY **County** PURSUANT TO THIS SECTION HAVE BEEN CORRECTED, OR (b) THE DATE OF NOTICE BY **Contractor** TO **County** INDICATING THAT THE ACCEPTANCE TESTING PERIOD HAS EXPIRED.
5. **County** may begin using the software for productive use following completion of the System Acceptance tests. "Productive Use" shall include the issuance of any building permits, inspections and/or fee collection from the general public.
6. **County** may not begin to use the software for productive use prior to completion of the System Acceptance tests. If **County** 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.

EXHIBIT 6

SOFTWARE ESCROW AGREEMENT

Date of Agreement: November 21, 2003		Escrow No. 5794-MB	
EscrowTech:	EscrowTech International, Inc. C7 Data Center Building 333 South 520 West, Suite 230 Lindon, UT 84042	Tel.:	(801) 852-8202
		Fax:	(801) 852-8203
Owner:	Contractor Systems, Inc. 16980 Via Tazon, Suite 320 San Diego, CA 92127	Tel.:	(858) 451-3030
		Fax:	(858) 451-3870

1. **Software and Establishment of Escrow.** Owner owns, or has the right to license or distribute, the "Software" identified in Exhibit A. By this Agreement, Owner establishes an escrow of "Deposit Materials" (see Exhibit A) for the Software (the "Escrow").
2. **Beneficiaries.** Each licensee of the Software who registers under Section 3 shall be a "Beneficiary."
3. **Registration.** To register a licensee as a Beneficiary with EscrowTech:
 - (a) Owner and the licensee will complete and execute EscrowTech's then-current Beneficiary Registration Form.
 - (b) The completed and executed Beneficiary Registration Form will be submitted to EscrowTech.
 - (c) EscrowTech will give written notice to Owner and the licensee of receipt of the Beneficiary Registration Form.
4. **Deposit Materials.** Owner shall deposit the "Deposit Materials" (including "Updates") into the Escrow by delivering to EscrowTech the Deposit Materials described in Exhibit A. Owner warrants that it has the right to provide the Deposit Materials to EscrowTech for the purposes of this Agreement and shall indemnify EscrowTech against, and hold it harmless from, any claim to the contrary by a third party.
5. **Encryption and Reproduction.** Owner warrants that none of the Deposit Materials will be encrypted or password protected and that all of the Deposit Materials will be in a readable and useable form (for purposes of the Permitted Use - see Section 14) and will be readily reproducible by EscrowTech for copying as needed under this Agreement (see, e.g., Section 13). Exception: If Deposit Materials are transmitted electronically to EscrowTech via FTP or other electronic transmission method accepted by EscrowTech, then such Deposit Materials may be in an encrypted format that is acceptable to EscrowTech and that can be decrypted by EscrowTech and stored in an unencrypted format on physical media (e.g., a CD ROM). It is Owner's responsibility to provide any decryption tools/keys, passwords, and information needed for decryption. It is not EscrowTech's responsibility to discover if any of the Deposit Materials are encrypted or password protected or to provide decryption tools/keys, passwords or information needed for decryption.
6. **Updates.** Owner shall update the Escrow by delivering to EscrowTech Updated Deposit Materials ("Updates") as described in Exhibit A. Updates shall be part of the "Deposit Materials."
7. **Deposit Procedure.** Deposit Materials shall be delivered by Owner to EscrowTech in accordance with EscrowTech's then-current deposit procedures. Duplicate copies (i.e., two sets) of all Deposit Materials in reliable storage media should be delivered by Owner, but EscrowTech is not responsible if Owner fails to comply with this.
 - (a) **Deposit Inventory Form.** Owner will submit with the Deposit Materials a completed Deposit Inventory Form. Such Deposit Inventory Form shall be a representation by Owner to each

- Beneficiary and EscrowTech that the Deposit Materials conform to the descriptions and identifications in the Deposit Inventory Form.
- (b) **Confirmation.** To confirm receipt of the Deposit Materials, EscrowTech will mail or otherwise deliver a copy of the Deposit Inventory Form to Owner and each Beneficiary.
 - (c) **Deficiency.** If a Beneficiary believes that the Deposit Materials, as identified in the Deposit Inventory Form, are deficient (e.g., incomplete or inadequate) or if there is some other problem, then the Beneficiary shall notify Owner and resolve the matter with Owner. It is Owner's responsibility to deposit all required Deposit Materials.
 - (d) **Reproducible.** It is Owner's responsibility to ensure that the Deposit Materials provided by Owner (including, without limitation those on any electronic media - e.g., CD-ROMs, magnetic tapes, etc.) are provided in a reproducible form.
 - (e) **Verification.** EscrowTech is not responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials. However, at the request of any Beneficiary or Beneficiaries, EscrowTech may conduct technical verifications of Deposit Materials for such Beneficiary or Beneficiaries in accordance with a Technical Verification Addendum to this Agreement. The requesting Beneficiary or Beneficiaries must pay EscrowTech's then-current fees plus expenses for the technical verifications.
 - (f) **Designated Beneficiary Option.** If certain Deposit Materials apply only to one Beneficiary (e.g., the Software is customized for a given Beneficiary), then Owner has the option of depositing such Deposit Materials only for that Beneficiary. In making a given deposit of Deposit Materials, Owner may designate the Beneficiary in the Deposit Inventory Form. Only the designated Beneficiary will have escrow rights (and potentially release rights) with respect to these Deposit Materials. Except for this restriction, the other terms and conditions of this Agreement shall apply thereto. It is the responsibility of Owner to clearly

indicate the designated Beneficiary. Owner may designate more than one Beneficiary, and in such case each of the designated Beneficiaries will be a designated Beneficiary as described above. The Beneficiary Fee for each designated Beneficiary will be increased as provided in Exhibit B.

- 8. **Replacement of Obsolete Deposit Materials.** Owner may identify for EscrowTech any Deposit Materials which become obsolete, outdated or redundant and instruct EscrowTech to destroy or return the identified Deposit Materials. Such identification shall be made in writing and must be consistent with the labeling and identification used by Owner when the Deposit Materials were delivered to EscrowTech or be otherwise understandable to EscrowTech. The instructions to EscrowTech must be accompanied by written permission from each affected Beneficiary for EscrowTech to destroy or return the identified Deposit Materials in accordance with Owner's instructions. The "Deposit Materials" shall cease to include any destroyed or returned Deposit Materials.
- 9. **License Agreement.** Owner and each Beneficiary have entered into one or more agreements identified in the Beneficiary's Registration Form that relate to the Software. For that Beneficiary, such agreement(s) is (are) referred to herein as the "License Agreement." This Software Escrow Agreement is "supplementary" to the License Agreement within the meaning of Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain its rights as provided in Section 365(n). The Parties intend that no bankruptcy or bankruptcy proceeding, petition, law or regulation (and no other proceeding, petition, law or regulation of a similar nature in any state or foreign jurisdiction) will impede, delay or prevent the release of Deposit Materials to a Beneficiary in accordance with the provisions of this Agreement, and Owner hereby conveys and licenses to EscrowTech such rights (including intellectual property rights) as are necessary to allow EscrowTech to lawfully make such release and perform this Agreement. This license is granted as of the date of this Agreement and shall predate any bankruptcy petition subsequent to such date.

10. **Embodiments of Intellectual Property.** The Parties agree that the Deposit Materials are an "embodiment" of "intellectual property" as those terms are used in Section 365(n) of the U.S. Bankruptcy Code (11 U.S.C. 365(n)). The tangible Deposit Materials and any copies thereof made by EscrowTech in accordance with this Agreement are owned by EscrowTech, but such ownership does not include ownership of any copyrights or other intellectual property in or to the Deposit Materials.
11. **Release of Deposit Materials - Request of Beneficiary.** A Beneficiary will be entitled to receive the Deposit Materials if the "Release Condition" described in the applicable Beneficiary Registration Form occurs. The following release procedure shall apply:
- (a) **Notice to EscrowTech.** The Beneficiary shall give written notice to EscrowTech informing EscrowTech that the Release Condition has occurred, and shall request EscrowTech in writing to release the Deposit Materials to Beneficiary.
 - (b) **Notice to Owner.** EscrowTech shall then promptly send written notice to Owner of the Beneficiary's notice and request for release. Such notice will be sent by a "next day" or "overnight" or "priority" or "express" delivery service (e.g., Federal Express, UPS, U.S. Express Mail, etc.) or will be delivered personally.
 - (c) **Release and Waiting Period.** Unless there is a timely dispute or objection as provided in Section 11 (d) below, EscrowTech shall release the Deposit Materials to the Beneficiary promptly after expiration of the Waiting Period. The "Waiting Period" shall be two weeks, beginning on the date that the notice is sent by EscrowTech to Owner.
 - (d) **Dispute.** If Owner disputes the Beneficiary's right to the Deposit Materials or otherwise objects to their release, then Owner must give written notice of such dispute or objection to EscrowTech prior to the conclusion of the Waiting Period. If EscrowTech receives such timely notice of dispute or objection, EscrowTech will not release the Deposit Materials to the Beneficiary until the dispute is resolved by Owner and the Beneficiary in accordance with Section 19 or by court order.

Such resolution will determine whether or not the Beneficiary is entitled to receive the Deposit Materials. EscrowTech has no obligation to determine whether or not the Beneficiary is entitled to the Deposit Materials.

- (e) **Partial Release.** If Owner believes that the Beneficiary is entitled to a release of only a portion of the Deposit Materials (e.g., Deposit Materials corresponding to unlicensed versions - see (f) below), it is the responsibility of Owner to indicate this in a written notice to EscrowTech and to clearly identify in such notice the portion of the Deposit Materials that should be released to the Beneficiary and what should not be released. This notice must be given promptly and must be received by EscrowTech within the above Waiting Period. If the Beneficiary believes that it is entitled to more than said portion of the Deposit Materials, then this dispute shall be resolved in accordance with Section 19.
- (f) **Unlicensed Versions.** A Beneficiary is not entitled to receive Deposit Materials corresponding to Software versions not licensed or provided by Owner to Beneficiary. [For example, if the Deposit Materials correspond to versions 1.0, 2.0, 2.1 and 3.0 of the Software, but only versions 2.0 and 2.1 are licensed to the Beneficiary, then the Beneficiary is only entitled to a release of the Deposit Materials corresponding to versions 2.0 and 2.1.] If applicable, it is the responsibility of Owner under (e) above to inform EscrowTech of the specific Deposit Materials which should not be released to the Beneficiary. In the absence of such information, EscrowTech may release all of the Deposit Materials in the Escrow or all of the Deposit Materials requested by the Beneficiary under (a) above.

12. **Release of Deposit Materials - Owner's Instruction.** Upon receipt of notice and instruction from Owner and the receipt of the Release Fee, EscrowTech shall release the Deposit Materials to the Beneficiary designated in the instruction.
13. **Copies.** Because there are multiple Beneficiaries under this Escrow, any Deposit

Materials released to Beneficiaries under this Agreement may be in the form of copies of the Deposit Materials. EscrowTech may copy the Deposit Materials for the purposes of this Agreement. Such copies shall be considered Deposit Materials for the purposes of this Agreement.

14. **Use of Released Deposit Materials.** Deposit Materials released to a Beneficiary under this Agreement may only be used by the Beneficiary as permitted in its Beneficiary Registration Form ("Permitted Use"). Owner hereby licenses the Beneficiary to practice the Permitted Use. Although Beneficiary is not entitled to receive any Deposit Materials until after a release under this Agreement, this Permitted Use license is granted as of the date the applicable Beneficiary Registration Form is first signed by Beneficiary or Owner and shall predate any bankruptcy petition subsequent to such date. If this Agreement and/or the License Agreement are/is rejected by Owner as a debtor in possession or by a trustee or by any other person or entity under the U.S. Bankruptcy Code, then the Beneficiary may elect to retain this Permitted Use license as part of the rights it may retain in accordance with Section 365(n) of the U.S. Bankruptcy Code. This shall not negate, prejudice or limit any other rights which the Beneficiary may have.

15. **Fees.** EscrowTech shall receive the following fees and payments:

- (a) **Annual Fee.** Beginning on the date of this Agreement and on each anniversary thereafter until termination of the Escrow, Owner shall pay an Annual Fee to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Annual Fee is payable at the beginning of the contract year to which it is applicable.
- (b) **Beneficiary Fees.** For each Beneficiary, the Beneficiary Fee will be paid to EscrowTech in accordance with the Fee Schedule (Exhibit B). The Beneficiary Fee is first payable at the time of registration. This entitles the Beneficiary to registration for the remainder of the contract year in which the Beneficiary Fee is paid. Thereafter and until the Beneficiary ceases to be a "Beneficiary" (see Section 16), the Beneficiary Fee will be paid to EscrowTech in advance for each subsequent contract year. "Contract years" are based on the

date of this Agreement and anniversaries thereof.

- (c) **Excess Update Fee.** Four Updates to the Escrow per contract year are included at no extra charge. If more than four Updates are made in a contract year, Owner shall pay the Excess Update Fee (see Exhibit B) to EscrowTech for each extra Update. Any deposits of Deposit Materials for designated Beneficiaries under Section 7(f) shall be deemed Updates for the purpose of this Excess Update Fee.
- (d) **Release Fees.** Each Beneficiary requesting a release of any Deposit Materials under Section 11 shall pay the Release Fee (see Exhibit B) to EscrowTech. If any Deposit Materials are released to a Beneficiary at the instruction of Owner under Section 12, Owner shall pay the Release Fee to EscrowTech.
- (e) **Excess Storage Charges.** If the storage requirement for the Deposit Materials exceeds two cubic feet, then Owner will pay the Excess Storage Charge (see Exhibit B).
- (f) **Increases.** The fees set forth in Exhibit B are fixed for the first three years of this Agreement. Thereafter, fees are subject to reasonable increase by EscrowTech upon written notice. EscrowTech's then-current fees shall be payable.
- (g) **Costs.** Each Beneficiary shall pay EscrowTech for reasonable costs incurred by EscrowTech in releasing, copying and delivering the Deposit Materials to the Beneficiary. All other out-of-pocket costs reasonably incurred by EscrowTech in connection with this Agreement are reimbursable by the applicable Beneficiary and Owner to EscrowTech. Costs are not included in the above fees and are payable in addition to the above Fees.

16. **Termination of Beneficiary's Registration.** A Beneficiary's registration will terminate and the Beneficiary will cease to be a "Beneficiary" under this Agreement if any of the following occurs:

- (a) The Beneficiary gives written notice of such termination to EscrowTech.
- (b) The Beneficiary's License Agreement terminates. [If the License Agreement consists of more than one

agreement and if less than all such agreements terminate, then the License Agreement shall consist of the unexpired agreements and the Beneficiary shall continue as a "Beneficiary" under this Agreement.] In the event of such termination, the Beneficiary and Owner will give written notice thereof to EscrowTech. If such notice is given by Owner, but not the Beneficiary, then EscrowTech may send notice thereof to Beneficiary and if EscrowTech does not receive a written objection from Beneficiary within three weeks after the date of EscrowTech's notice, then EscrowTech may terminate the Beneficiary's registration.

- (c) The Beneficiary breaches this Agreement and does not cure such breach within 30 days of written notice of such breach, and EscrowTech gives notice of termination to the Beneficiary.
- (d) The Escrow terminates.

EscrowTech will have no obligation or liability to the Beneficiary after termination of its registration. Termination of a Beneficiary's registration shall not affect the other Beneficiaries.

17. **Termination of Escrow.** Subject to Section 18, this Escrow may be terminated by either Owner or EscrowTech upon 90 days advance written notice of termination to the other Party and to the Beneficiaries. Termination will not be effective until the end of the 90 day period (and any extension pursuant to Section 18). If a Release Condition occurs and EscrowTech is given written notice thereof under Section 11(a) prior to the date of termination, then the Escrow will not terminate without the written consent of the affected Beneficiaries. Upon termination of the Escrow, the following shall apply:

- (a) EscrowTech shall either return the Deposit Materials to Owner or destroy the Deposit Materials, whichever Owner requests. If destruction is requested, EscrowTech will certify in writing to Owner that such destruction has occurred.
- (b) EscrowTech shall have no obligation or liability to Owner or any Beneficiary after termination.
- (c) Termination of the Escrow shall not affect any rights and licenses granted to EscrowTech or a Beneficiary with

respect to Deposit Materials released to (or which should be released to) the Beneficiary because of a Release Condition occurring prior to the date of termination.

18. **Establishment of Substitute Escrow.** During the 90 day period under Section 17, Owner shall establish a substitute escrow of the Deposit Materials with a third party escrow agent for the benefit of each Beneficiary. The substitute escrow must be approved by the Beneficiary, but such approval will not be unreasonably withheld or delayed. If necessary, this matter shall be resolved in accordance with Section 19. If more than 90 days is needed to establish the substitute escrow and if EscrowTech receives written notice from Owner or a Beneficiary of such need prior to the end of such 90 days, then the 90 day period under Section 17 shall be extended as reasonably necessary and the Escrow shall not terminate until EscrowTech receives written notice from Owner that the substitute escrow has been established and approved. Owner has no obligation to establish a substitute escrow if all License Agreements for all Beneficiaries have terminated or if none of the Beneficiaries request a substitute escrow within three weeks after an written inquiry thereof from Owner to each Beneficiary.

19. **Dispute Resolution.** In the event of any dispute between any two or more of the Parties relating to this Agreement or the Escrow, they shall first seek to settle the dispute by mutual agreement. If they have not reached a settlement within one week, then any disputing Party may thereafter submit the dispute to arbitration, and if so submitted, such dispute shall be finally settled by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association or its successor. The disputing Parties shall attempt to mutually agree upon a neutral arbitrator. If the disputing Parties cannot reach such agreement, they shall request the American Arbitration Association or its successor to designate a neutral arbitrator. Any arbitration involving EscrowTech as a party shall be conducted in Salt Lake City, Utah. Any arbitration to which EscrowTech is not a party shall be conducted in Owner's city as indicated at the beginning of this Agreement. This Section does not apply to any dispute between two Beneficiaries that does not include EscrowTech or Owner as a party to such dispute. The institution of any arbitration

- proceeding hereunder shall not relieve any Party of its obligation to make payments under this Agreement. The decision by the arbitrator shall be binding and conclusive upon the Parties, their successors, assigns and trustees and they shall comply with such decision in good faith, and each Party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held, but only for the entry of judgment or for the enforcement of the decision of the arbitrator hereunder. Judgment upon the award may be entered in any court having jurisdiction.
20. **Protection of Deposit Materials.** EscrowTech shall keep the Deposit Materials delivered to it in secure storage and shall keep the contents thereof confidential. If any of the Deposit Materials are damaged, destroyed or lost by fire, theft, accident, or other mishap or cause, Owner shall promptly submit to EscrowTech such Updates or replacements as are necessary to replace the damaged, destroyed or lost Deposit Materials. There shall be no Excess Update Fees charged for such Updates or replacements.
21. **Indemnification.** In the event that EscrowTech takes any action or inaction at the request or demand of Owner or a Beneficiary, then the Owner or Beneficiary making such request or demand shall indemnify and hold harmless EscrowTech and its directors, officers, employees, shareholders, and representatives from and against any and all liabilities, claims, judgments, damages, losses and expenses, including attorneys' fees, arising out of or relating to such action or inaction.
22. **Depository Only.** EscrowTech acts hereunder as a depository only and is not responsible or liable for the completeness, accuracy, suitability, state, format, safety, quality, content, sufficiency, correctness, genuineness or validity of the Deposit Materials or any document submitted to EscrowTech or the execution of the same or the identity, authority, or rights of any person executing or depositing the same. EscrowTech is not responsible for any loss of Deposit Materials due to defective, outdated, or unreliable storage media (e.g., CD ROMs, magnetic tape, disks, etc.) or for the degradation of storage media.
23. **Uncertainty.** Notwithstanding anything in this Agreement to the contrary, if EscrowTech is uncertain as to any duty, obligation, demand, or right, EscrowTech may hold the
- Deposit Materials and refrain from taking any action and wait for a final resolution under Section 19 or a court order.
24. **Reliance.** EscrowTech shall not incur any liability in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by EscrowTech to be genuine and to be signed by the proper party or parties, or in acting upon any resolution under Section 19 or any court order.
25. **Extraordinary Services.** In addition to the fees and charges for the usual services of EscrowTech under this Agreement (see Section 15 and Exhibit B), EscrowTech shall be entitled to additional reasonable compensation should EscrowTech be requested or required to perform any additional or extraordinary service; and EscrowTech shall be reimbursed for any out-of-pocket expenses (including, without limitation, travel expenses and fees of counsel) reasonably incurred in connection with such additional or extraordinary services. Extraordinary services include, but are not limited to, any involvement of EscrowTech, at the request or demand of Owner or a Beneficiary, in any arbitration or litigation between Owner and the Beneficiary.
26. **Disclaimer.** ESCROWTECH MAKES NO WARRANTY NOT EXPRESSLY SET FORTH HEREIN. ANY IMPLIED WARRANTIES ARE DISCLAIMED AND EXCLUDED BY ESCROWTECH.
27. **Limitation on Liability.** FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, MALPRACTICE, ETC.), ESCROWTECH'S AGGREGATE LIABILITY TO OWNER AND THE BENEFICIARIES SHALL NOT EXCEED THE TOTAL FEES PAID TO ESCROWTECH UNDER THIS AGREEMENT. IN NO EVENT SHALL ESCROWTECH BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOSS OF PROFITS, REVENUES OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
28. **Interpretation.** The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against or in favor of any Party. Section headings are for convenience only, and do not limit or affect the provisions of this Agreement or their interpretation.

29. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties relating to the Escrow. This Agreement sets forth all the duties and obligations of EscrowTech with respect to any and all matters relating to this Agreement, the Escrow or the Deposit Materials. EscrowTech has no implied duties or obligations.
30. **Force Majeure.** Except for obligations to make payment, no Party shall be liable for any failure to perform arising from causes beyond its control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, theft, terrorism, acts of public enemies, war, insurrection, sabotage, illness, labor disputes or shortages, product shortages, failure or delays in transportation, inability to secure materials, parts or equipment, acts of God, or acts of any governmental authority or agency thereof.
31. **Governing Law.** This Agreement, the Escrow and the relationship of EscrowTech with Owner and each Beneficiary shall be governed and construed under and in accordance with the laws of the state of Utah without regard to conflict of laws principles. Furthermore, in the event of any litigation or arbitration between EscrowTech and Owner or between EscrowTech and any Beneficiary, such litigation or arbitration shall be conducted exclusively in Salt Lake City, Utah and the Parties hereby agree and submit to such jurisdiction and venue.
32. **Notices.** All notices under this Agreement shall be in writing and shall be delivered to the address indicated for the intended Party at the beginning of this Agreement or, in the case of a Beneficiary, on Beneficiary's Registration Form, or to such substitute address as any Party may designate for itself by proper notice to the other Parties. It is the responsibility of each Party to keep the other Parties informed of its address and telephone and fax numbers (except that a Beneficiary is not obligated to keep other Beneficiaries informed of this information).
33. **Modification.** This Agreement may only be modified, amended or rescinded by a writing signed by all affected Parties.
34. **Assignment.** This Agreement may be assigned by a Party to a successor who acquires substantially all of such Party's business assets relevant to the subject matter of this Agreement. The assigning Party shall give notice thereof to the other affected Parties and shall deliver to such other affected Parties a copy of the successor's written agreement to accept or assume this Agreement.
35. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing.

SOFTWARE ESCROW AGREEMENT (EXHIBITS)

EXHIBIT A

A. SOFTWARE

Name of "Software": TRAKIT (includes all modules of TRAKIT, including eTRAKIT and MobileTRAK)

B. DEPOSIT MATERIALS

Owner shall deliver to EscrowTech the following "Deposit Materials" to be held in the Escrow:

Source code for the Software and electronic version of documentation.

C. UPDATES

If and as any new version of, update to, or replacement for any Software is released, licensed or provided under a License Agreement to a Beneficiary, Owner shall update the Deposit Materials by delivering to EscrowTech the corresponding new version of, update to, or replacement for the Deposit Materials ("Updated Deposit Materials" or "Updates"). Owner shall keep the Deposit Materials in the Escrow current with the Software licensed or provided by Owner under the License Agreements. However, Owner shall not be obligated to provide Updates more frequently than two (2) times per contract year.

EXHIBIT B

Fee Schedule ¹		
Release Fee (only if release occurs)	\$100 per Beneficiary	See Section 15 (d)

¹ These fees are fixed for the first three years of this Agreement. Thereafter, these fees are subject to reasonable increase by EscrowTech upon written notice.

**SOFTWARE ESCROW AGREEMENT
BENEFICIARY REGISTRATION FORM**

Owner: Contractor Systems, Inc. Escrow No. 5794-MB

Beneficiary: Manatee County, Florida
1112 Manatee Avenue West
Bradenton, FL 34205-7804

This Beneficiary Registration Form applies to the above-identified Escrow and the Software Escrow Agreement dated November 21, 2003 to which Owner and EscrowTech International, Inc. ("EscrowTech") are parties (the "Escrow Agreement").

Owner and Beneficiary have entered into one or more other agreements identified below:

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

Such agreement(s) (including addendums or amendments thereto, if any) is (are) referred to in the Escrow Agreement as the "License Agreement."

Beneficiary has received and reviewed a copy of the Escrow Agreement. Beneficiary agrees to the terms and conditions of the Escrow Agreement and is hereby made a Party thereto. Beneficiary is entitled to the rights and benefits of a "Beneficiary" under the Escrow Agreement and accepts the obligations of a "Beneficiary" under the Escrow Agreement.

Appendix 1, attached hereto, is part of this Beneficiary Registration Form and describes the Release Condition and Permitted Use applicable to the Beneficiary under the Escrow Agreement.

Date of this Beneficiary Registration: November 2, 2009

ACCEPTED AND AGREED TO BY BENEFICIARY AND OWNER:

Beneficiary: Manatee County, FL

Owner: ~~Contractor Systems, Inc.~~ ^{CRW SYSTEMS, INC.}

Authorized Signature

Christy Blay 11/6/2009
Authorized Signature

For EscrowTech Only!

Date Received by EscrowTech: _____ EscrowTech Signature: _____

SOFTWARE ESCROW AGREEMENT
BENEFICIARY REGISTRATION FORM
APPENDIX 1

RELEASE CONDITION

The Release Condition shall be deemed to have occurred if any of the following is satisfied:

- a. Owner files a petition for protection under the U.S. Bankruptcy Code, or an involuntary petition in bankruptcy is filed against Owner and is not dismissed within 60 days thereafter.
- b. Owner defaults in its obligation to provide maintenance and support services as required by the License Agreement (or any other contract with Beneficiary), and fails to cure such default within 10 days after receiving written notice of the default from Beneficiary. The notice must describe the default and state the action which Beneficiary believes is necessary to cure the default.
- c. Beneficiary becomes entitled to a release of the Deposit Materials (i.e., source code for the Software) pursuant to the terms of the License Agreement.

PERMITTED USE OF RELEASED DEPOSIT MATERIALS

In the event that the Deposit Materials are released to Beneficiary, the following shall apply:

- a. Beneficiary may only use the Deposit Materials to maintain, modify and enhance the Software. The maintained, modified and enhanced Software may only be used in accordance with the License Agreement.
- b. Beneficiary may not disclose the Deposit Materials to any third party and shall keep the Deposit Materials confidential, except as provided below.
- c. Beneficiary may engage the services of independent contractors (e.g., computer programmers or an outsourced maintenance service) to assist Beneficiary in exercising its Permitted Use rights. Each such independent contractor must agree in writing that it/he/she will not disclose or transfer the Deposit Materials to any other person, and will not use the Deposit Materials for any purpose other than to assist Beneficiary in exercising its Permitted Use rights. These restrictions shall not limit or negate the rights, if any, of the independent contractor with respect to materials that are similar or identical to the Deposit Materials and are lawfully received by the independent contractor from a source other than Beneficiary (e.g., a maintenance service that receives similar or identical materials from other beneficiaries or licensees).
- d. Items a., b. and c. above are subject to such additional rights or limitations as may be set forth in a provision, if any, in the License Agreement which addresses use of the released Deposit Materials by Beneficiary.

The Permitted Use is a fully paid-up license and may not be revoked, terminated or rejected without Beneficiary's written consent. This Permitted Use license also includes the right to use and copy the binary, executable and object code versions of the Software and the maintained, modified and enhanced versions of Software created from or with the Deposit Materials.

EXHIBIT 7

HARDWARE REQUIREMENTS

TRAKIT will operate equally well under workstation operating systems of Windows XP and Vista and under network operating system of Windows NT/2000 and Novell (version 4.0 or better). The following Server, Database, Workstation and Network Specifications are required and are more than adequate to efficiently operate our software and interfaces, yet flexible enough to allow for system growth with the demands of the associated departments.

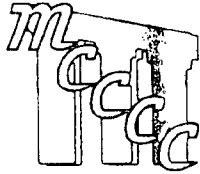
Database Server	Operating System	MS Windows Server 2000, 2003, or 2008
	Hard Drive	50 GB + Data Space
	RAM	3GB + recommended
	CPU	2 GHz + recommended
Application Server	Operating System	MS Windows Server 2003 (SP2) – 32-bit MS Windows Server 2008 – 64-bit/32-bit
	Microsoft Additions	.NET Framework 2.0 or better
	Microsoft Web Server	Microsoft IIS 6.0 Web Server or better
	Hard Drive	1 GB +
	RAM	4 GB minimum
	CPU	3 GHz (multi-core) recommended
User Workstations	Operating System	MS Windows XP (SP2) or Vista (32-bit only)
	Hard Drive	500 MB recommended
	RAM	2 GB + recommended
	CPU	2 GHz + recommended
Network	Network protocol	TCP/IP
	Minimum capacity	N/A
	Minimum speed	100 MBps minimum / 1 GB Ethernet recommended
Databases	Microsoft	Microsoft SQL Server 2000 (SP2), 2005, or 2008
	Laptops	Windows XP (SP2) or Vista OS
Mobile Units	PDA's	Windows Mobile v4, Blackberry v4.7, or iPhone
	Synchronization	Wireless access or periodic updating
	Information Server	IIS 6.0 or better
eTRAKIT (eGov)	Web Browsers	MS Internet Explorer 6.0; Firefox 3.0; Safari 3.0
	Architecture	ASP.NET, AJAX, and HTML technology

EXHIBIT 8

SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

Contractor shall provide the following maintenance and support services to County 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 the Go-Live of software, as defined in Exhibit E.

1. TRAKIT software modifications to correct bugs or errors that are reported to **Contractor** by **County**.
2. TRAKIT software updates that are posted from time to time by **Contractor** on web site (www.crw.com/support/customer_support). Updates may be downloaded and installed by **County** onto **County's** network.
3. Technical support via telephone. **Contractor** reserves the right to restrict phone access to **County**-designated System Administrators. Toll-free phone access is provided by **Contractor** (888-279-2043).
4. Technical support via web form on **Contractor** web site (www.crw.com/support).
5. TRAKIT Software enhancement requests may be submitted by **County** to **Contractor**. Enhancement requests will be reviewed by **Contractor** and may be incorporated into future releases. **County** understands that submittal of enhancement request does not obligate **Contractor** to provide software modification.
6. **County** may register for and enroll in **Contractor** training classes for System Administrators or Users. Registration fees may vary from time to time.



Manatee County

Clerk of the Circuit Court and Comptroller

R.B. "Chips" Shore

P.O. Box 25400 ◊ Bradenton, Florida 34206 ◊ (941) 749-1800 ◊ FAX (941) 741-4082 ◊ www.manateeclerk.com

December 1, 2009

TO: CRW Systems, Inc.
16980 Via Tazon, Suite 320
San Diego, CA 92127

FROM Clerk of Circuit Court
Board Records Department
Vicki P. Jarratt
P.O. Box 25400
Bradenton, Florida 34206

Vicki

RE: **Citizen Action Tracking System** – Agreement with
CRW Systems, Inc., \$40,000

ACCEPTED: In open session by the Manatee County Board of County
Commissioners, **December 1, 2009.**

RBS:vpj
Enclosure
cc: Board Records

MEMORANDUM



Financial Management Dept
Purchasing Division
1112 Manatee Ave W, Ste 803
Bradenton, FL 34205

MANATEE COUNTY
FLORIDA

Phone: 941.749.3014
Fax: 941.749.3034
www.mymanatcc.org

To: Board Records, Clerk of the Circuit Court
From: Frank Lambertson, Contracts Negotiator, Purchasing Division
Date: November 24, 2009
Subject: Consent Agenda – Clerk's Consent Calendar

RECEIVED
NOV 25 2009
BOARD RECORDS

The attached Agreement is forwarded for inclusion in an upcoming Board of County Commissioner Consent Agenda, Clerk's Consent Calendar.

Authority to execute a contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective August 10, 2009.

Instruction to Board Records:

Original to Board Records, and:

CRW Systems, Inc., 16980 Via Tazon, Suite 320, San Diego, CA 92127

Should you have any questions, please call Frank Lambertson at ext. 3042.

Enclosure: Agreement (two originals)