CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/21/06

SUBJECT: Community Development Business Software Request for Proposal (RFP) Award

DEPARTMENT: INFORMATION TECHNOLOGY DEPARTMENT

RECOMMENDED MOTION:

Award and execute Community Development Software RFP contract.

SUMMARY:

Council authorized the negotiation of the Community Development RPF on February 7, 2006 (Consent Agenda item D.13 attached.) Staff has negotiated a $30,000 reduction in the submitted proposal. Funds have been allocated for this project within the Information Technology and Community Development Departments. Specific account numbers and amounts are as follows:
501-0700-590-49-02 software $125,000
501-0700-590-31-13 professional services $40,000
109-1900-515-31-13 professional services $25,000

The project number has been identified by the Finance Department as ZMI-011. Additionally, this FY05 project has been outlined in the City's five year Technology Improvement Plan, Community Development will acquire software to address specific business needs. (Appendix A, Business Environment B.3.A Attached) The specific use of the software will be to improve the processing of permitting, land use and occupation licensing. The software will also provide the City enhanced reporting and information collection capabilities. Maintenance costs will be reduced by $7,000.00 annually.

Staff recommends the award and execution of the attached RFP contract in an amount not to exceed $190,000.00. 501 funding should be used first with 109 fund last in order to minimize possible fund advances.
Should you have questions, contact: William R. Whitson, Assistant City Manager, or Tom Fitzgerald, IT Manager

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[ ] Other [ ] Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD	Signed	Date 3/7/06
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date 3/7/06
Asst **CITY ATTORNEY**	Approved as to Form and Legality	Date
CITY MANAGER	Approved Agenda Item For:	3/21/06

COUNCIL ACTION: [ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely
[ ] Continued to Date Certain [ ] Approved with Modification:

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 2/7/06

SUBJECT: R.F.P. # 06-01 Comm. Development Software

DEPARTMENT: Information Technology

RECOMMENDED MOTION:

Authorize staff to negotiate rates submitted in the above referenced proposal.

SUMMARY:

Staff under the urging of Community Development Department issued a Request for Proposals for new software for their division. While 44 packets were attained, the City received only one proposal from Innoprise Solutions. The Committee appointed to evaluate this subject has deemed that Innoprise met the requirements of the proposal and would like Council to authorize them to negotiate rates and a contact. Once a successful contract has been reached we will bring back that contract and the associated funding.

Award of this contract will be contingent upon budget appropriations.

ATTACHMENTS: [ ] Ordinance [ ] Resolution [ ] Budget Resolution

[X] Other [ ] Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD		FOR William Whitson, Asst. City Manager WW	Date 01/12/06
FINANCE DEPARTMENT	BP	Approved as to Budget Requirements	Date 1/13/06
CITY ATTORNEY	NA	Approved as to Form and Legality	Date
CITY MANAGER		Approved Agenda Item For:	2/7/06

COUNCIL ACTION: [ ] Approved as Recommended [ ] Disapproved [ ] Tabled Indefinitely
[ ] Continued to Date Certain [ ] Approved with Modification:

The City of Port Orange, Florida

Costs and Timeline for Plan Initiatives

I#	Task	Description	Year 1 2004-2005	Year 2 2006	Year 3 2007	Year 4 2008	Year 5 2009	Total
		Technology Infrastructure						
T.1		**Develop the municipal network (PortNet)**	**$436,000**	**$106,000**	**$86,000**	**$61,000**	**$61,000**	**$750,000**
	T.1.A	Develop a City-wide Enterprise Technology Architecture	35,000					35,000
	T.1.B	Complete the fiber optic ring that connects City facilities	267,000					267,000
	T.1.C	Identify opportunities and expand future fiber optic cable runs		25,000	25,000	30,000	30,000	110,000
	T.1.D	Centralize and standardize City-wide servers and applications		50,000	30,000			80,000
	T.1.E	Establish a WiFi plan to provide City-wide mobile computing	50,000	25,000	25,000	25,000	25,000	150,000
	T.1.F	Install the City-wide IP Telephony system utilizing PortNet	84,000	6,000	6,000	6,000	6,000	108,000
T.2		**Standardize hardware and software products**	**$100,000**	**$0**	**$0**	**$0**	**$0**	**$100,000**
	T.2.A	Standardize PC operating system environments	10,000					10,000
	T.2.B	Standardize desktop productivity software	90,000					90,000
T.3		**Maintain City hardware infrastructure**	**$321,000**	**$154,500**	**$151,500**	**$155,000**	**$168,500**	**$950,500**
	T.3.A	Update and follow a standardized PC replacement program (include specialized PCs for GIS)	192,000	96,000	96,000	96,000	96,000	576,000
	T.3.B	Develop and follow a standardized replacement program for PC peripheral devices	40,000	20,000	20,000	20,000	20,000	120,000
	T.3.C	Develop and follow a standardized hub/router/switch installation and replacement program	60,000	20,000	20,000	20,000	40,000	160,000
	T.3.D	Develop and follow a standardized printer replacement program	29,000	18,500	15,500	19,000	12,500	94,500
		Business Environment						
B.1		**Support City employees**	**$125,000**	**$65,000**	**$65,000**	**$65,000**	**$65,000**	**$385,000**
	B.1.A	Develop a City-wide training program and provide recurring training for City personnel	90,000	45,000	45,000	45,000	45,000	270,000
	B.1.B	Plan, develop and implement updates to the City's Intranet site	25,000	10,000	10,000	10,000	10,000	65,000
	B.1.C	Establish a City help desk for information technology support	10,000	10,000	10,000	10,000	10,000	50,000
B.2		**Continue to enhance and acquire e-Government based services**	**$150,000**	**$80,000**	**$80,000**	**$80,000**	**$80,000**	**$470,000**
	B.2.A	Regularly survey the community to assess the need for e-Government based services	10,000	5,000	5,000	5,000	5,000	30,000
	B.2.B	Develop and expand on e-Government based service and delivery mechanisms	75,000	25,000	25,000	25,000	25,000	175,000
	B.2.C	Enhance the Port Orange web site to provide new, customer facing, e-Government based solutions	25,000	25,000	25,000	25,000	25,000	125,000
	B.2.D	Enhance GIS software and functionality	40,000	25,000	25,000	25,000	25,000	140,000
B.3		**Continue to address specific business needs through the acquisition of new software**	**$365,000**	**$355,000**	**$300,000**	**$135,000**	**$0**	**$1,155,000**
	B.3.A	Evaluate, select, and implement a new community development system	180,000					180,000
	B.3.B	Enhance the functionality of the existing financial and utilities based HTE system (Naviline)	40,000					40,000
	B.3.C	Evaluate, select, and implement an optical disk scanning and storage system	70,000					70,000
	B.3.D	Evaluate, select, and implement a time and attendance application		55,000				55,000
	B.3.E	Evaluate, select, and implement a bar coding system for inventory and purchasing	25,000					25,000
	B.3.F	Evaluate, select, and implement financial, utillities, and public works applications	50,000	300,000	300,000			650,000
	B.3.G	Evaluate, select, and implement a new parks and recreation (Online registration)				60,000		60,000
	B.3.H	Evaluate, select, and implement a new workflow management application				75,000		75,000
B.4		**Establish appropriate data management controls and processes**	**$0**	**$0**	**$30,000**	**$129,000**	**$80,000**	**$239,000**
	B.4.A	Develop enterprise data and application architecture strategies			30,000			30,000
	B.4.B	Evaluate, select, and implement ad-hoc report writing tools and functionality				19,000		19,000
	B.4.C	Develop an enterprise data warehouse				110,000	80,000	190,000

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SUPPORT SERVICES AGREEMENT

THIS SUPPORT SERVICES AGREEMENT ("Agreement") is entered into this _____ day of _____, 2006, ("Effective Date") by and between **INNOPRISE SOFTWARE, INC.** ("Licensor"), and City of Port Orange ("Licensee").

RECITALS

WHEREAS, Licensor has granted a license to Licensee to use certain computer software programs pursuant to the License Agreement, as defined below; and

WHEREAS, Licensee desires that Licensor provide support services to Licensee for the Licensed Materials (defined below), and Licensor desires to provide the support services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

AGREEMENT

1. DEFINITIONS. The definitions in the License Agreement are incorporated herein. Unless otherwise defined herein or in the License Agreement, the following terms shall have the meanings set forth below:

1.1. "Current Release" – means the latest version of the Innoprise Software offered by Licensor for general commercial distribution, including all Updates to it.

1.2. "License Agreement" - means the License Agreement between Licensor and Licensee executed contemporaneously herewith.

1.3. "License Effective Date" - means the Effective Date as defined in the License Agreement.

1.4. "Schedule(s)" – means an attachment to this Agreement which is a part of this Agreement for all purposes. Schedules may be added and removed from time to time to add or delete Innoprise Software from the Support Services Agreement.

1.5 "Services" - means the support services that Licensor agrees to provide under this Agreement.

1.6. "Telephone or Email Support Call" - means a telephone call or email by Licensee to Licensor for the purpose of obtaining Services under this Agreement.

2. STANDARD SUPPORT SERVICES.
Licensor shall provide the Services specified in the following sections of this Agreement and any Services set forth in Schedule A for Innoprise Software. All services will be planned annually with Licensee and the Schedule(s) will be amended reflecting any changes.

2.1. Error Reporting. Licensee shall report any Defects to Licensor by telephone or e-mail.

2.2. Enhancements. Customization of Enhancements requested by Licensee or customization of Enhancements required to adapt or conform Enhancements to Innoprise Software shall occur as provided under this Agreement and planned annually with Licensee.

2.3. Telephone and e-mail Support. Licensor shall provide telephone and e-mail assistance to Licensee with respect to use of the Innoprise Software and to resolve Defects at telephone numbers designated by Licensor from time-to-time. Support will be available from 9 a.m. to 8 p.m. EST, Monday through Friday, excluding U.S. holidays.

2.4. Severity Levels and Response Times. Licensor shall use reasonable efforts to address the Severity Levels set forth below in the time periods described below:

2.5. Error Severity Levels.
Severity 1: Destroys data or software or causes the application or system to be unavailable for use in a "live" production environment.

Severity 2: Prevents the use of one or more functions or causes the product not to perform as required.

Severity 3: Impedes, but does not prevent, the use of one or more essential functions. May cause the product not to perform in accordance with the product design or specifications.

Severity 4: Impedes the use of non-essential functions or is a cosmetic-related problem.

2.6. Response Time Goals:
Severity 1: Fix or work-arounds available in 24 hours or daily updates until resolution. Resolution usually in the form of patch for system critical errors or the next Update.

Severity 2: Fix or work-arounds available in 48 hours or as soon as is reasonably possible but no later than next regular Update or as patch in extreme cases.

Severity 3: Response available in 1 week. Fix available in next or future Update as appropriate.

Severity 4: Fix in the future Update or Enhancement if required.

3. LIMITATION ON STANDARD SUPPORT SERVICES.
3.1. Licensee Defects. After setup and training period (as provided in Schedule A) if Licensee notifies Licensor of a problem and Licensor determines that the problem is due to Licensee's incorrect or improper use of the Innoprise Software (as opposed to a Defect in the Innoprise Software), Licensor shall have no obligation to take any action to correct the problem. At Licensee's request and at Licensor's sole discretion, Licensor may attempt to correct the problem, and Licensee shall pay Licensor at an hourly rate as provided in Schedule A.

3.2. Current Version. Licensor's obligations under the Agreement shall apply only to the Current Release. However, Licensor shall support the immediately prior release ("Prior Release") for three (3) months following release of the Current Release. During this period, Licensor's sole obligation with respect to the Prior Release shall be to ensure that the Prior Release continues to function in the manner in which it functioned on the date that Licensor made available the Current Release.

3.3. Third Party Software. Maintenance and Support does not cover Third Party Software, nor does it cover Innoprise Software modified by Licensee or Innoprise Software used in any manner in violation of the License Agreement.

3.4. Data. Licensor shall have no responsibility for loss of or damage to Licensee's data. Licensee shall take all necessary steps to backup its data.

4. ADDITIONAL SUPPORT.
After the expiration of the set-up and training period, any additional on-site support which may be requested by Licensee or necessary to maintain the Innoprise Software or Third Party Software and which is agreed to by Licensor shall be provided at an hourly rate as provided in the Schedule A.

5. OBLIGATIONS OF LICENSEE.
5.1. First Level Support/Single Point of Contact. All communications relating to the Services hereunder shall be supervised, coordinated, and undertaken by no more than one (1) designated contact person per Licensee work-shift who shall act as a single point of contact between Licensee and Licensor. All problems must be researched by said contact person before contacting Licensor.

5.2. Modem, ISDN, or Internet Connection. Licensee shall allow and enable Licensor to perform support services via internet, modem or ISDN connection using commercially available remote control software agreed to by the parties. Licensee agrees to obtain a copy of such software, provide an operational connection, and provide such assistance as reasonably necessary to facilitate such support. Licensee shall be solely responsible for instituting and maintaining security safeguards to protect Licensee's systems and data.

5.3. Training. In consideration of performance of the Services by Licensor, Licensee agrees to purchase the set-up and training Services described in Schedule A.

5.4. Additional Training. In the event that following the first three months of the first year of this Agreement, Licensee's Telephone or Email Support Calls exceed an average of three hours each week during any calendar quarter, Licensee and Licensor shall attempt to determine the reason for the excess calls or emails. If

Licensor, in its sole discretion, determines that the excess Telephone or Email Support Calls are a result of inadequate training by Licensee, then Licensee shall correct the inadequacy by providing additional training to its Permitted Users by Licensor at the hourly additional support rates specified in Schedule A

5.5 Enhancements and updates. Licensee acknowledges and agrees that Enhancements and updates provided by Licensor pursuant to this Agreement may, in Licensor's sole discretion, require additional training of Licensee's trainers and Permitted Users. The cost of Licensor's continued support of Enhancements and updates is included in the annual support service fee specified in Schedule A. There will be no additional charge to Licensee for the support of the updated or enhanced software.

6. SUPPORT SERVICES FEES.

6.1. **Fees.** In consideration of the Services provided under this Agreement, Licensee agrees to pay an Annual Support Service Fee as shown on the Schedule A, attached hereto(s). The support fee is waived for the first full year of the contract. The fees for the following years are set forth in Schedule A.

6.2. Manner of Payment. Support Service Fees for the Innoprise Software that are paid as a flat fee are due and payable within thirty (30) days of the first year anniversary of the Effective Date and each year thereafter. All other service fees and expenses shall be invoiced monthly and are due and payable by Licensee within thirty (30) days of the date of invoice.

6.3. Non-payment. Notwithstanding anything contained herein to the contrary, Licensor reserves the right to refuse to provide Services when charges to Licensee remain unpaid after thirty (30) days from the due date. Licensor agrees to reinstate Services promptly upon payment of all past due charges. Invoices remaining unpaid following the due date shall be subject to interest at the rate of one and one half percent (1.5%) per month or the maximum rate allowed by law, whichever is less.

6.4. Taxes. All amounts due and payable to Licensor shall be exclusive of all applicable taxes based or measured thereon excluding taxes based on the income of Licensor, and Licensee shall be responsible for the payment of all such taxes to Licensor or shall provide Licensor with an appropriate Certificate of Exemption.

7. TERM, TERMINATION, AND DEFAULT.

7.1. Term. This Agreement shall commence on the Effective Date and shall continue until terminated pursuant to this section.

7.2. Termination without Cause. Licensor or Licensee may terminate this Agreement or any Schedule(s) for any reason or no reason by giving sixty (60) days' prior written notice to the other party. Licensee acknowledges and agrees that Licensor has undertaken significant commitment of personnel in the execution of its responsibilities under this Agreement. Therefore, Licensee agrees that upon termination by Licensee pursuant to this section, Licensor shall retain all Support Service Fees paid by License.

7.3. Termination of License Agreement. If the License Agreement is terminated for any reason as to all of the Innoprise Software, this Agreement shall terminate. If the License Agreement is terminated for any reason as to a portion of the Innoprise Software, then this Agreement shall remain in effect for the remaining Innoprise Software. This Agreement shall terminate with respect to all Innoprise Software that is based upon or derived from Innoprise Software as to which this Agreement is terminated.

7.4. Termination for Default. Subject to the right to cure in Section 7.5, by giving written notice, the non-defaulting party may terminate this Agreement or any Schedule(s) upon the occurrence of one or more of the following events which shall constitute an Event of Default:

7.4.1. Any material representation by a party is discovered to be materially misleading or inaccurate, or a party fails to perform any material covenant, agreement, obligation, term or condition contained herein;

7.4.2. A party attempts to assign, terminate or cancel this Agreement contrary to the terms thereof;

7.4.3. Licensee fails to make payment as provided herein;

7.4.4. party breaches its obligations under the License Agreement.

7.4.6. A party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue) or appoints a receiver, acquiesces in the appointment of a receiver or trustee, or liquidator for it or any substantial party of its assets or properties.

7.5. Cure of Event of Default. Except for Licensee's failure to make a payment as provided in Section 7.4.3, Events of Default by a party shall not be cause for termination if the defaulting party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party or if the default cannot be cured within thirty (30) days if the defaulting party commences cure within thirty (30) days of receipt of written notice and proceeds to cure such default within a reasonable period of time. Licensee shall not have any right to cure Licensee's failure to make a payment when due.

7.6. Rights Upon Default. Upon an uncured Event of Default, the non-breaching party may, except as limited by this Agreement, seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised by the non-breaching party, successively or concurrently, in addition to any other remedies available to it. Upon termination by Licensor for Licensee's default, all amounts for services performed under this Agreement shall become immediately due and payable. If the Agreement is terminated because of the default of Licensor, Licensor shall refund any prepaid Support Service Fees, setup and training fees.

8. DISCLAIMER; LIMITATION OF LIABILITY; NO RESPONSIBILITY.

8.1. Warranty. LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED REGARDING THE SERVICES PROVIDED HEREUNDER OR THE UPDATES OR ENHANCEMENTS PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.2. Limitation of Liability. Subject to Section 8.3, Licensor's liability on any claim of damages arising out of this Agreement shall be limited to direct damages and shall not exceed the total of license, support fees, setup and training fees paid by Licensee to Licensor under this Agreement. IN NO EVENT SHALL LICENSOR BE LIABLE FOR INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT, INCLUDING LOSS OF DATA, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

8.3. No Responsibility. Licensor shall not be responsible under this Agreement to provide Services, Updates, Enhancements, or any other maintenance and support for Software that Licensee (a) misuses, improperly uses, alters, or damages; (b) uses with any hardware or software not supplied or approved by Licensor; (c) uses in a location other than the Designated Location, or in an operating environment other than the Designated Operating Environment; or (d) otherwise uses in a manner not in accordance with the License Agreement.

9. GOVERNING LAW. This agreement shall be governed by, construed, and enforced under and in accordance with the Laws of the State of Florida. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Volusia County, Florida. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If any dispute arises between the parties either relating to this Agreement or in any way arising out of this Agreement then the complaining party shall provide a notice of such dispute, in writing, to the other party. Such notice shall include both a specific description of the disputed issues and suggested action(s) to remedy such dispute. The Parties shall thereafter attempt, in good faith, to settle such dispute. If no resolution of the dispute is reached within forty-five (45) days of the notice of dispute, then either party may pursue any legal remedy it may have available including instituting suit in a court of competent jurisdiction..

10. SUBCONTRACTING.

Licensor reserves the right to subcontract all or part of the Services, but Licensor shall remain responsible for performance of such Services by its subcontractors.

11. RELATIONSHIP OF THE PARTIES.

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (a) give any party the power to direct and control the day-to-day activities of the other; or (b) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents and employees is the representative of the other for any purpose, and neither has power or authority to act as agent, employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

12. MISCELLANEOUS.

12.1. Binding Nature and Assignment. This Agreement shall bind the parties and their successors and permitted assigns. Licensee may not assign this Agreement without the prior written consent of Licensor.

12.2. Notices. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to the other parties):

To Licensor:

Innoprise Software, Inc.
Attention: Contract Administrator
11001 W. 120th Avenue, Suite 260
Broomfield, CO 80021
Facsimile No.: (303) 226-0051

To Licensee:
City of Port Orange
ATTN: Information Technology Director
1000 City Center Circle
Port Orange, FL 32129
Facsimile No.: _____

Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third (3rd) day after the date of receipt in the United States Mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

12.3. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

12.4. Headings. The section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

12.5. Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld, unless specifically permitted by this Agreement.

12.6. *Force Majeure*. Neither party shall be in default by reason of any failure in the performance of this Agreement (except failure to pay) if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates

12.7. Severability. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.

12.8. Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

12.9. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

12.10. No Third Party Beneficiaries. The parties agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any legal rights or benefits on any third party and that there are no third party beneficiaries to this Agreement or any part or specific provision of this Agreement.

12.11. Entire Agreement. This Agreement, including all of its attachments, each of which is incorporated into this Agreement, is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings or agreements between the parties relative to such subject matter. No amendment to, or change, waiver or discharge of any provision of this Agreement shall be valid unless in writing and signed by any authorized representative of the party against which such amendment, change, waiver or discharge is sought to be enforced.

12.12 Publicity. Licensor may prepare press releases concerning the existence of this Agreement and may reference Licensee and this Agreement in its advertising, sales promotions, trade shows, or other marketing material subject to approval by Licensee which approval shall not be unreasonably delayed or withheld.

12.13 Compliance with Laws. Each party shall comply with all governmental, including federal, state, and local laws, statutes, rules and regulations applicable to this Agreement and in the conduct of its business.

12.14. Non-disclosure. N/A

12.15. Survival of Provisions. Provisions 7.6, 8, 9, 12.9 and 12.15 and all accrued and unpaid obligations arising hereunder shall survive the termination hereof.

IN WITNESS WHEREOF, Licensor and Licensee have each caused this Agreement to be signed and delivered by its duly authorized representative, effective as of the date first stated above.

The terms of this agreement will expire at the end of March 2006 if this contract is not executed.

LICENSEE	City of Port Orange
By:	
Printed Name:	
Title:	
Date:	

LICENSOR	Innoprise Software, Inc.
By:	
Printed Name:	Dennis J. Harward
Title:	President and CEO
Date:	03-07-06

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2006, ("Effective Date") by and between **INNOPRISE SOFTWARE, INC** ("Licensor"), and City of Port Orange, Florida ("Licensee").

AGREEMENT

1. DEFINITIONS. Unless otherwise defined herein, the following terms shall have the meanings set forth below:

1.1. "Innoprise Custom Software" – means Software developed by Licensor specifically for Licensee or Innoprise Core Software customized by Innoprise specifically for Licensee.

1.2 "Innoprise Core Software" means Software developed or customized by Licensor but not specifically for Licensee.

1.3 "Innoprise Software" - means the Innoprise Custom Software and Innoprise Core Software in machine readable form covered by this Agreement. The Innoprise Software covered by this Agreement will be listed on Schedule A. Innoprise Software does not include the Source Code.

1.4. "Affiliate" - means with respect to either party, any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with such party.

1.5. "Defect" - means a material failure of the Innoprise Software to substantially conform to the functional specifications set forth in the current published Documentation.

1.6. "Derivative Works" - means works of authorship based on one or more pre-existing works of Licensor, including Documentation, Innoprise Software, Enhancements, or Updates, in whatever form the work may be recast, transformed or adapted, including translations, ports and screen reformatting.

1.7. "Designated Location" - means City of Port Orange Municipal Facilities, at which Licensee may use the Software.

1.8. "Designated Operating Environment" - means the computer hardware and software identified in the Documentation with which Licensee may use the Innoprise Software.

1.9. "Documentation" - means the written, electronic, or recorded work generally released by Licensor in connection with the Innoprise Software that describes the functions and features, of the Innoprise Software, including end user manuals.

1.10. "Enhancements" - means any software program, any part thereof, or any improvement or addition thereto, or any materials not included in the Innoprise Software at the time of execution of this License, or that are subsequently developed by Licensor, or on behalf of Licensor, which modify the Innoprise Software to provide a function or feature not originally offered or an improvement in function and which relate to the Innoprise Software.

1.11. "Executable Code" - means the compiled, interpreted machine readable program, code executed by a computer to perform the functions of the Software.

1.12. "License Fee" - means fees, if any, charged for the License.

1.13. "Licensed Materials" - means the Innoprise Software and Documentation covered by this Agreement.

1.14. "Permitted Users" - means those employees and agents of Licensee who have been authorized by Licensee to use the Licensed Materials.

1.15 "Third-Party Software" - means any third party software products provided to Licensee by Licensor, if any.

1,16 "Schedule(s)" – means an attachment(s) to this Agreement which is part of this Agreement for all purposes. Schedule(s) may be added or removed from time to time to add or delete Innoprise Software from the License Agreement.

1.17. "Source Code" – means a copy of the computer programming code in human, readable form.

1,18. "Software" – means the Innoprise Software and Third-Party Software.

1.19. "Updates" - means program logic changes made by Licensor to correct Defects in the Innoprise Software delivered hereunder.

2. LICENSE GRANT.

2.1. **License to Innoprise Software.** Except as otherwise provided herein, Licensor hereby grants to Licensee a perpetual, non-exclusive, non-transferable license to use a single incidence of the Innoprise Software and Documentation at the Designated Location for its internal use within a single operating environment and not for the processing of any data except Licensee's. Licensee may transfer Licensed Materials to back-up computer hardware to be used when the Designated Operating Environment is temporarily inoperable.

2.2. **License to Third-Party Software.** Any Third Party Software is licensed pursuant to a license agreement with the applicable third-party vendor.

2.3. **Use and Prohibitions on Use.** Licensee shall have the right to use the Innoprise Software and Documentation only as set forth in this Agreement or in the Documentation. Any other use of the Innoprise Software shall constitute an Event of Default under this Agreement. The right to use the Innoprise Software does not include use by Licensee's Affiliates. Unless otherwise agreed by the parties hereto in writing, Licensee shall not use the Innoprise Software in the operation of a service bureau or time sharing arrangement or provide same to a disaster recovery provider; nor shall Licensee assign, sublicense, sell or rent the Innoprise Software. Any rights not expressly granted herein are hereby expressly reserved to Licensor. Licensee will not create a derivative work of the Innoprise Software or reverse engineer, decompile, disassemble or otherwise attempt to reconstruct any Source Code or algorithms of the Innoprise Software or remove any product identification, copyright or other notices from the Innoprise Software or Documentation. Licensee shall not modify any Source Code.

2.4. **Access.** Access to the Licensed Materials shall be granted only to Permitted Users.

2.5. **Single Point of Contact.** Licensee shall designate a point of contact to communicate with Licensor in all matters relating to this Agreement, including notifications of changes to Permitted Users at Designated Location(s) or the Designated Operating Environment as further described in section 3.7.1.

2.6. **Changes.** No changes with regard to the Designated Locations or Permitted Users shall be made without the written consent of Licensor.

2.7. **Copies.** For each paid license of the Licensed Materials, Licensor shall deliver one (1) copy of the Innoprise Software, in Executable Code form, and one (1) copy of the accompanying Documentation to Licensee. Licensee shall make no copies of the Documentation and Innoprise Software except one (1) copy of the Innoprise Software may be made for backup or archival purposes. Any such copy shall be clearly marked as proprietary to Licensor and contain Licensor's proprietary notices.

2.8. **Transfer.** Licensee may transfer the Innoprise Software and Documentation to a different Designated Location within the United States upon written notice to Licensor. Upon transfer, the new physical location shall become Designated Location for the purposes of this Agreement. Notwithstanding the foregoing, Licensee understands and agrees that Third Party Software, if any, may not be transferred without the consent of the applicable third party vendors.

3. DELIVERY AND ENHANCEMENT OF SOFTWARE

3.1. **Delivery.** Licensor shall deliver or transmit the Software and Documentation to Licensee at the Designated Location.

3.2. **Enhancements and Updates.** Enhancements and Updates shall be provided to Licensee only as provided in the Support Services Agreement between Licensor and Licensee.

3.3. INNOPRISE will provide Customer with the following Software: Code Enforcement, Permits, Occupational Licenses, Project Planning, Cash Receipts, Land Management and Inspections. Optional Software products may include Citizen Access and Mobile Inspections.

3.4. **Acceptance.** Customer shall have sixty (60) days after delivery of any Innoprise Software to either accept or reject such Innoprise Software. Customer may only reject Innoprise Software if the Innoprise Software does not substantially conform to the Specifications. Any rejection of Innoprise Software by Customer must be in writing and must contain sufficient information to allow INNOPRISE to duplicate the problems. If Innoprise is unable to correct the errors, malfunctions, or defects in the Innoprise Software that cause the

Innoprise Software to not substantially conform to the Specifications within sixty (60) days of the date Innoprise receives notice of rejection, Customer may return such defective Innoprise Software to Innoprise and INNOPRISE's sole liability to Customer shall be to refund the License Fee and any setup and training fees incurred but ineffective due to defective software. If Customer doe not reject Innoprise Software within sixty (60) days from the date of delivery, the Innoprise Software shall be deemed to be accepted by Customer.

3.5. **Services.** INNOPRISE will provide Customer with the following services: Data Conversion, Project Management and Training. Optional Software modifications may include Code Enforcement fines and fees tracking and Planning and Zoning escrow payments.

3.6. **Specifications.** INNOPRISE will produce a process flowchart to determine the required functionality and processes of the Software and/or Services. After preparing such analysis, INNOPRISE shall prepare specifications for the Software and /or Services ("Specifications"). Customer shall have thirty (30) days after receipt of the Specifications to approve or disapprove the Specifications. If the Specifications are approved by Customer, they shall become the Specifications for the Software and/or Services. If the Specifications are not approved by Customer, INNOPRISE may either make the changes to the Specifications requested by Customer or terminate this Schedule.

3.7. **Customer's Obligation.** Customer shall:

3.7.1 Designate a primary and secondary project manager, including telephone numbers and email addresses within ten (10) days following the execution of this Agreement.

3.7.2 Provide accurate information and the necessary resources required for INNOPRISE to meet the Delivery Schedule.

3.7.3 Participate in all required reviews, testing, training, and perform all Customer testing as deemed necessary by INNOPRISE to ensure the compliance and adherence to all required functionality and processes as defined and documented throughout the Project.

3.7.4 Provide all necessary infrastructure to operate the Software. Provide INNOPRISE access to Customer network, servers and infrastructure resources for remote technical assistance by INNOPRISE.

4. OWNERSHIP AND DISCLOSURE. All computer programs, including the Innoprise Software, Documentation, Derivative Works, Enhancements, Source Codes, and similar items are proprietary to and shall be considered trade secrets and confidential information remaining the property of Licensor. Licensee agrees that, other than those disclosures and records required to be made or maintained pursuant to Oregon law, it will not disclose to any third party at any time (either during or after the termination of this Agreement) any trade secrets or other secrets or proprietary or confidential information of Licensor.

5. PAYMENTS.

5.1. **License Fees.** In consideration of the license granted under this Agreement, Licensee shall pay a License Fee and professional set-up and training fees as provided in Schedule "A" attached hereto. License Fees charged hereunder shall be due and payable in advance of shipment of the Licensed Materials to Licensee. Professional set-up and training services shall be paid as provided in Schedule "A". Amounts unpaid when due shall be subject to a late charge of one and one half percent (1.5%) per month or the maximum rate allowed by law, whichever is less.

5.2. **Taxes.** All amounts due and payable to Licensor shall be exclusive of all applicable taxes based or measured thereon excluding taxes based on the income of Licensor, and Licensee shall be responsible for the payment of all such taxes to Licensor or shall provide Licensor with an appropriate Certificate of Exemption.

6. TERMINATION.

6.1. **Termination by Licensee.** By giving not less than sixty (60) days' prior written notice, Licensee may terminate this Agreement or any Schedule(s) at any time.

6.2. **Termination for Default.** Subject to the right to cure in Section 6.3, by giving written notice, the non-defaulting party may terminate this Agreement or any Schedule(s) upon the occurrence of one or more of the following events, which shall constitute an Event of Default under this Agreement:

6.2.1. A party fails to perform any material covenant, agreement, obligation, term or condition contained herein;

6.2.2. A party attempts to assign, terminate or cancel this Agreement or any Schedule(s) contrary to the terms thereof;

6.2.3. Licensee fails to make payment as provided herein;

6.2.4. A party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue) or appoints a receiver, acquiesces in the appointment of a receiver or trustee, or liquidator for it or any substantial party of its assets or properties.

6.3. **Cure of Event of Default.** Events of Default by a party shall not be cause for termination if the defaulting party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party or if the default cannot be cured within thirty (30) days if the defaulting party commences cure within thirty (30) days of receipt of written notice and proceeds to cure such default within a reasonable period of time.

6.4. **Rights Upon Default.** Upon an uncured Event of Default, the non-defaulting party may, except as limited by this Agreement, seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised by the non-defaulting party, successively or concurrently, in addition to any other remedies available to it. Upon termination by Licensor for Licensee's default, any and all unpaid amounts under this Agreement shall become immediately due and payable.

6.5. **Duties Upon Termination.** Upon termination of this Agreement or any Schedule(s), each party shall return to the other any confidential information (including the Innoprise Software and Documentation) in its possession belonging to such other party except for any confidential information that is subject to a continuing License Agreement between Licensee and Licensor. However, if Licensee discontinues use of support services, Licensee is still entitled to utilize the software if compensation for the license has been made.

7. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (a) give any party the power to direct and control the day-to-day activities of the other; or (b) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent, employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

8. No Warranty. There are no warranties, express or implied, with regard to the Software and Services provided in this Agreement or any Schedule(s) including, but not limited to, any warranties of merchantability or fitness for a particular purpose.

9. Limitation of Liability. Licensor's liability on any claim of damages arising out of this Agreement or any Schedule(s) shall be limited to direct damages and shall not exceed the amounts of the License Fee and any support fees, set-up and training fees paid by Licensee to Licensor under this Agreement or any Schedule(s). In no event shall Licensor be liable to Licensee for any indirect, special or consequential damages, or economic damages arising out of or related to this Agreement or any Schedule(s) or the performance or breach thereof.

10. INDEMNIFICATION.

10.1. By Licensor. Licensor shall indemnify, defend and hold harmless Licensee against any loss, damage or expense incurred by Licensee as a result of claims, actions, or proceedings brought by any third party alleging infringement by the Innoprise Software, Documentation, Updates, and Enhancements of copyright, trademark, patent, or other proprietary rights, and against its reasonable attorneys" fees and any money damages or costs awarded in respect of any such claim(s) and any suit raising any such claim(s); provided, however, that (a) Licensee shall have given Licensor prompt written notice of any such claim, demand, suit or action; (b) Licensee shall cooperate with said defense by complying with Licensor's reasonable instructions and requests to Licensee in connection with said defense; and (c) Licensor shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof, however any settlement or compromise thereof in any matter relating in any way

to an intellectual property right of Licensee must be consented to by both Licensor and Licensee. Further, Licensor shall have no liability for any infringement action or claim that is based upon or arising from the matters described in Section 10.2. If a temporary or permanent injunction is obtained against Licensee's use of the Innoprise Software as a result of the matters described in this section, Licensor shall, at its option and expense, either procure for Licensee the right to continue using the Innoprise Software or replace or modify the Innoprise Software or infringing portion thereof so that it no longer infringes the alleged proprietary right. This Section 10.1 sets forth the exclusive remedy of Licensee against Licensor with respect to any action or claim described herein. Licensor shall not indemnify Licensee for uses, damages or expenses incurred by Licensee as a result of claims, actions or proceedings brought by any third party based on code or design specifications provided to Licensor by Licensee.

10.2. By Licensee. N/A.

11. GOVERNING LAW. This agreement shall be governed by, construed, and enforced under and in accordance with the Laws of the State of Florida. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Volusia County, Florida. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If any dispute arises between the parties either relating to this Agreement or in any way arising out of this Agreement then the complaining party shall provide a notice of such dispute, in writing, to the other party. Such notice shall include both a specific description of the disputed issues and suggested action(s) to remedy such dispute. The Parties shall thereafter attempt, in good faith, to settle such dispute. If no resolution of the dispute is reached within forty-five (45) days of the notice of dispute, then either party may pursue any legal remedy it may have available including instituting suit in a court of competent jurisdiction.

12. MISCELLANEOUS.

12.1. **Binding Nature and Assignment.** This Agreement shall bind the parties and their successors and permitted assigns. Licensee may not assign this Agreement without the prior written consent of Licensor, except that the term "assignment" shall not include any transfer by merger, acquisition, stock transfer or other consolidation with another entity. Notwithstanding the foregoing, Licensee shall effect no assignment or transfer by merger, acquisition, stock transfer, sale of substantially all assets or consolidation to or with any entity engaged substantially in the business of providing software and/or related services that are similar to the services provided by Licensor. Any other assignment attempted by Licensee without the written consent of the Licensor shall be void.

12.2. **Notices.** All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to the other parties):

To Licensor:

Innoprise Software, Inc.
Attention: Contract Administrator
11001 W. 120th Avenue, Suite 260
Broomfield, CO 80021
Facsimile No.: (303) 226-0051

To Licensee:

City of Port Orange
ATTN: Information Technology Director
1000 City Center Circle
Port Orange, FL 32129
Facsimile No.: _____

Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third (3rd) day after the date of receipt in the United States Mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

12.3. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

12.4. **Headings.** The section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

12.5. **Approvals and Similar Actions.** Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld, unless specifically permitted by this Agreement.

12.6. **Publicity.** Either party hereto may prepare press releases concerning the existence of this Agreement and may reference the other party and this Agreement in its advertising, sales promotions, trade shows, or other marketing material, subject to review, comment, revision and prior written approval of the other party which approval shall not be unreasonably delayed or withheld.

12.7. **Force Majeure.** Neither party shall be in default by reason of any failure in the performance of this Agreement (except failure to pay) if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

12.8. **Severability.** If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.

12.9. **Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

12.10. **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

12.11. **No Third Party Beneficiaries.** The parties agree that this Agreement is for the benefit of the parties hereto and is not intended to confer any legal rights or benefits on any third party and that there are no third party beneficiaries to this Agreement or any part or specific provision of this Agreement.

12.12. **Compliance with Laws.** Each party shall comply with all governmental, including federal, state, and local laws, statutes, rules and regulations applicable to this Agreement.

12.13. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the Licensee's use of the Software, and supersedes and extinguishes all prior oral and written communications between the parties relative to its subject matter. No amendment to, or change, waiver or discharge of any provision of this Agreement shall be valid unless in writing and signed by any authorized representative of the party against which such amendment, change, waiver or discharge is sought to be enforced.

12.14. **Survival of Sections.** Sections 4, 6.4, 6.5, 8, 9, 10, 11, 12.10, and 12.14 and all accrued and unpaid obligations arising hereunder shall survive the termination hereof.

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ACKNOWLEDGED AND AGREED TO, as of the day and year first written above.

LICENSOR **Innoprise Software, Inc.**

By:	
Printed Name:	Dennis J. Harward
Title:	President and CEO
Date:	03-07-06

LICENSEE **City of Port Orange**

By:	
Printed Name:	
Title:	
Date:	

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SCHEDULE "A"

LICENSING and SUPPORT FEES

License Fee(s)

Innoprise Community Development Suite	
Software Application Components	
Code Enforcement	$ 25,000.00
Permits	$ 25,000.00
Occupational Licenses	$ 25,000.00
Project Planning	$ 25,000.00
Citizen Access	$ 25,000.00
Cash Receipts	Included
Land Management	Included
Inspections	Included
Total	$125,000.00

Professional Fees for Set-Up and Training

The following professional services for set-up and training shall be billed and paid at the rate of $125.00 per hour as incurred. Invoices for hourly charges will be paid within 30 days of the receipt of the invoice. The total charges and costs for these professional services shall not exceed $65,000.00. If an amount of $65,000.00 has been billed and paid by licensee, any remaining services due to licensee shall be performed by licensor free of cost.

The services include:
Data Conversion
Cash Receipts Interface/Land Management Interface
Project Management and Training which includes:

- 4 days of training on Code Enforcement
- 4 days of training on Permits
- 4 days of training on Occupational Licenses
- 4 days of training on Project Planning
- 4 days of training on Citizen Access
- 1 day of training on Inspections
- 1 day of training on Land Management
- 1 day of training on Cash Receipts
- travel expenses

Annual Standard Support Fees

Support services shall be provided for at no cost the first year of the contract. Support services include email and telephone assistance and software enhancement as provided in the Support Agreement. For the second contract year and thereafter, Licensee agrees to pay $25,000.00per year for Support Services Fees with a 2% increase over the previous year charge.

Additional Support Fees

Any additional support required, that is over and above the standard support, set-up and training as defined in this agreement, shall be billed and paid at the rate of $125.00 per hour as incurred. Invoices for hourly charges will be paid within 30 days of the receipt of the invoice.

The terms of this agreement will expire at the end of March, 2006 if this contract is not executed.

LICENSOR **Innoprise Software, Inc.**

By:	
Printed Name:	Dennis J. Harward
Title:	President and CEO
Date:	03-07-06

LICENSEE **City of Port Orange**

By:	
Printed Name:	
Title:	
Date:	