

Engagement Letter

Wakulla County
c/o Brent X. Thurmond, Clerk of Court
3056 Crawfordville Highway
Crawfordville, Fl. 32327

Thank you for selecting NonProfit Technologies, Inc., as the provider of services for your organization. NonProfit Technologies, Inc. is committed to providing quality service. During this engagement we will use proven professional methods, procedures and personnel to accomplish beneficial results in a timely manner.

In order to foster a long-term professional relationship that provides maximum benefits to both Wakulla County and NonProfit Technologies, we recognize the importance of having a clear definition of the goals and objectives for this engagement. A successful relationship requires active and informed involvement on the part of both organizations. Agreeing to clearly defined ground rules reduces misunderstandings that could impact the expected results and helps to maintain an optimal consulting environment.

The following represents the consultation agreement and understanding between NonProfit Technologies, Inc., (“Consultant”), and Wakulla County, (“Client”).

STATEMENT OF PURPOSE

This Agreement is based on information provided to Consultant during discussions with your organization.

Consultant will provide the following services on the Sage MIP Fund Accounting software:

- Project management; assist in creation of Project Plan and Implementation Task List
- Installation of the software on the server and workstations (if requested and access provided)
- Assistance with three database configurations and design
- Conversion of current year and 2 historical years of data; i.e. Importing of vendors, chart of account codes, general ledger expenses, etc
- Module training for end users

We Focus On Your Success.



CLIENT RESPONSIBILITIES

You and your staff will need to fulfill the responsibilities, which include (but are not limited to), the following:

1. Provide consultants' with sufficient access to existing network, server, and workstations.
2. Provide consultant prior to scheduled services with any advance information pertinent to the project.
3. Ensure all key staff members are available during scheduled times in order to assist w/project.

Client acknowledges that a delay or failure by the Client to fulfill the above-described responsibilities, such that the Consultant is prevented from performing in accordance with the engagement Project Plan or Implementation Task List may result in additional costs to the Client and deviations from previously agreed upon work schedules.

PROFESSIONAL FEES

We determine our fees by actual time spent and bill for our services weekly, or at specific project completion points. Payment is due upon invoice receipt. If, during the course of the engagement, we determine circumstances are such that substantially greater work or expenses are required than estimated we will discuss it with you and gain your approval before proceeding.

Cost Estimate

Services will be billed at an hourly rate of \$150.00 per hour. We have estimated a total of 279 hours to complete this project. Should the Wakulla County Sheriff's Department be included in the Scope of Work, an additional 86 hours are estimated to complete the project. Should further services be requested beyond the amount estimated, work will be billed at the same hourly rate. Work can be done remotely if requested and access is provided. All costs are represented in U.S. dollars. Estimates do not include custom programming or other "out-of-scope" projects. The Scope of Work for this project is outlined in the three page proposal dated April 6, 2009 for Wakulla County Clerk of Court and the one page proposal for the Sheriff's Department.

Travel and other Charges

Travel time (if required) is charged at our hourly rate for one way from Consultant's employees' office to Client's office (not to exceed 8 hours per day).

Out-of-pocket expenses, which may include coach class airfare, hotel, mileage, tolls, parking, etc., are billed on a reimbursement basis. Our consultants always search for the best possible airfares and hotel rates. If you have arrangements with air carriers or hotels for special discounts, we are happy to use them.

Retainer

The retainer in the amount of \$13,810.50 (1/3 of Professional Services estimate) will be applied to the final invoice or refunded at the end of the engagement. Retainers are not applied to weekly billings until such time the project is close to completion.

Project Manager

Noelle Porter will assume project manager responsibility and will be assisted by other members of our consulting staff as needed.

Terms and Conditions

COMMENCEMENT AND TERM

This Agreement will become effective when signed by duly authorized representatives of both parties and will continue in effect, unless terminated as provided below, until completion of services.

Either party may cancel this Agreement in the event the other party materially breaches the Agreement and has not corrected the breach within (30) days of written notice

In the event of any material breach of any term or provision of this Agreement by either party, the other party may cancel the Agreement by giving thirty (30) days prior written notice thereof; provided, however, that this Agreement will not terminate at the end of the thirty (30) notice period if the party in breach has cured the breach to the satisfaction of the other party prior to the expiration of the thirty (30) day period. Either party may terminate this Agreement for any reason at any time upon thirty (30) days prior written notice provided that no such termination shall affect or modify any rights or obligations either party may have pursuant to this Agreement.

REGARDING 3RD PARTY PRODUCTS

In the event that Client elects to take advantage of third party products which complement the Sage suite of modules, Consultant will make every attempt to research, learn and assist Client in the implementation of any and all 3rd party modules used. However, Consultant cannot be held liable for "fit of purpose", stability or the response of 3rd party vendors to new versions of Sage products.

INTELLECTUAL PROPERTY RIGHTS

In the course of the consulting engagement, Consultant may use enhancements, discoveries, processes, methods, designs and know-how, whether or not copyrightable or patentable, which Consultant conceived during the course of other consulting engagements. In addition, Consultant may independently develop enhancements, processes, methods, designs or know-how during the term of this consulting engagement and Client acknowledges that Consultant may use such enhancements, processes, methods, designs and know-how in its business operations with other clients.

LIMITATION OF LIABILITY

Work under this Agreement shall be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the work is performed; however, except for liability for personal injury damages caused by gross negligence or willful misconduct, and regardless of whether any remedy is set forth in this agreement fails in its essential purpose, in no event Consultant's total cumulative liability to Client or its successors (from all causes of any kind, including contract, tort, or otherwise) arising out of or related to the transactions contemplated by this Agreement exceed the amount actually paid by the Client under this Agreement. Damages recoverable by the client or its successors are further limited to curing any defects caused by Consultant's negligence or misconduct, and in no event shall our firm be liable for consequential damages with regard to the failure of any system with respect to which we have performed services. Client agrees that Consultant makes no representations, warranties, or covenants as to the performance or operation of the software provided by any vendor(s) to the Client.

CONFIDENTIALITY

During the course of performing services, the parties may have access to information that is confidential to one another ("Confidential Information"), including without limitation, source code, documentation, specifications, data bases, system design, file layouts, tool combinations, development methods. Confidential Information also includes business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists and financial results. Confidential Information also includes information received from others, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (1) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (2) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (3) is received by the receiving party from a third party without any restriction on confidentiality, (4) is independently developed by the receiving party or its affiliates, (5) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (6) is approved for release by prior written authorization of the disclosing party.

The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement.

The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize, their obligations with respect to Confidential Information, as set forth herein.

INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Neither Consultant nor Client are, or shall be deemed for any purpose to be, employee or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation. Consultant shall retain the right to perform work for others during the term of this consulting engagement.

REGARDING CONSULTANT EMPLOYEES

Whereas Consultant regards its employees as valuable assets of the organization, it is expected that the client will in no way solicit for hire or for consulting services outside of Consultant contracts without written authorization from a duly authorized representative of Consultant for a period of at least one year following termination of said employee from Consultant. If authorization is given to client to hire any Consultant employee, it is expected that satisfactory compensation will be given to Consultant for such privilege, which will be agreed upon by both parties.

WARRANTY

Consultant warrants that it has full power and authority to enter into this agreement and provide the products and perform the services contemplated herein. Consultant warrants that all services will be performed consistent with generally accepted industry standards and in a workmanlike manner by qualified personnel. Consultant disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to product and services that may be provided herein.

ARBITRATION AND LITIGATION

Any controversy or claim arising out of or relating to this Agreement of the breach thereof will be settled by arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Any such arbitration will be conducted in the city in or closest to West Palm Beach, FL. The prevailing party shall be entitled to receive from the other party its attorney's fees and costs incurred in connection with any action, proceeding or arbitration hereunder.

Either party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interest pending completion of the arbitration proceedings

SEVERABILITY

In the event any one or more of the provisions of this Agreement is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

ASSIGNMENT

This Agreement, and any right or obligation under this Agreement, may not be assigned, transferred or delegated by either party without the express written consent of the other party, which consent may be withheld by either party at their sole discretion.

FORCE MAJEURE

Consultant shall not be responsible for failure to perform in a timely manner under this Agreement when its failure results from any of the following causes: Acts of God, or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable cause.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. Each party agrees that this Agreement are the complete and exclusive statement of the parties regarding the specific subject matter hereof and supersedes and merges all prior proposals, understandings and agreements, oral or written, between the parties relating to the subject matter hereof, including without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties unless made in writing and duly signed by both parties.

AGREEMENT

By evidence of their signature below, both parties agree to the terms and conditions as set forth in this Agreement.

Wakulla County
("CLIENT")

NonProfit Technologies, Inc.
("CONSULTANT")

By: _____

By:



Title: _____

Title: Director

Date: _____

Date: April 6, 2009

Please fax signed document to 561-658-2770