2006 GIS Splits

COPY

CONTRACT

November 17, 2006
(Effective December 1, 2006)

Prepared for:

Franklin County, Indiana

To Provide:

Parcel Split Updates

WTH
WHERE TECHNOLOGY HAPPENS

• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •
• Phone (317) 259-0105 • Fax (317) 259-1423 •
• www.wthengineering.com •

OVERVIEW

Franklin County, Indiana (the "Client") is in need of certain mapping or GIS related products and services. WTH Technology (the "Company") is a provider of such products and services. This contract defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

Monthly Parcel Layer Update: From December 1, 2006 to November 30, 2007

The Company will perform all the monthly parcel splits for the Client in Think GIS™. On a monthly basis, the Client will send a package that will contain a paper copy of the legal description of the split, current parcel number, new parcel number if available, and any other documentation (e.g. legal survey, deed) to perform the split. If a new parcel number has not been previously assigned, a new parcel number will be generated in Think GIS™. This new parcel number will be provided to the Client so that it may be compared to the database utilized by the Client. The splits will be created using the most recent parcel layer file that is in Client's Think GIS™ data archive. Once all the splits are finished, the Company will update the parcel layer on the Client's system via the UDX Network™. The backlogged parcel splits will be updated for the following cost:

DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Delivery	30 Days*	Monthly Parcel Split Updates	30 Days(1)	$ 500.00
			Monthly Total	**$ 500.00**
		Grand Total Duration of Contract		**$ 6,000.00**

(1) The Company will invoice the Client on a monthly basis for services rendered the month prior.

GENERAL TERMS

Entire Agreement – This Agreement represents the entire agreement between the Client and the Company.

Governing Law – This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

Severability – In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

Amendments – This Agreement may be amended or modified only by the mutual written agreement of the Client and Company.

Notices – All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, and other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth in the Signature Page of this Agreement.

Signing in Counterparts – This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one in the same.

Agreement Term and Renewal – This Agreement shall become effective for the Client and the Company to this Agreement at such time that the Client and the Company signs this Agreement and shall remain in effect through the one year anniversary of this Agreement. This Agreement shall automatically renew itself for succeeding one year terms for the Client and the Company, unless that Party delivers a written Notice of Intent to Not Renew at least 60 Days prior to the one year expiration date of this Agreement.

Addresses and Contacts for Notification Purposes:

Contact:	Contract Administration	Contact:	
Company:	WTH Technology, Inc.	Client:	Franklin County, IN
		County:	Franklin County, Indiana
Address:	567 W. Westfield Blvd.	Address:	
City/State/Zip:	Indianapolis, IN 46208	City/State/Zip:	
Email:		Email:	
Phone:	(317) 259-0105	Phone:	
Fax:	(317) 259-1423	Fax:	

LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement or the performance thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

The remainder of this page is left blank intentionally.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 4th day of December 2006.

Company:
WTH Technology, Inc.

Signature: _____
Name: Rex Jones
Title: President
Date: _____

Client:
Franklin County, Indiana

Signature: _____
Name: Louis F. Linkel
Title: President, Board of Co. Comm
Date: DEC 0 4 2006

Signature: _____
Name: Robert O. Brack
Title: Member, Board of Co. Commiss
Date: DEC 0 4 2006

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Thomas E. Wilson
Title: Member, Board of Co. Comm
Date: DEC 0 4 2006

WHERE TECHNOLOGY HAPPENS

• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •
• **Phone (317) 259-0105 • Fax (317) 259-1423** •
• **www.wthengineering.com**