

PARCEL MAP SERVICES AGREEMENT

FOR

OHIO COUNTY,

INDIANA

03/06/02

ARTICLES OF AGREEMENT

THIS AGREEMENT, is entered into this 12TH day of April, 2002, by and between the Ohio County, STATE OF INDIANA, hereinafter referred to as the *Customer*;

AND

Manatron Inc., hereinafter referred to as the *Company*.

COMPENSATION

In consideration of the performance of the services identified on Exhibit 1, attached hereto and incorporated herein, the Customer shall pay to the Company the fees set forth in Exhibit 1.

COMPANY RESPONSIBILITIES

The Company shall maintain a trained staff capable of rendering the services set forth on Exhibit 1 and will perform said services under this Agreement in a professional manner, consistent with standard industry practices.

CUSTOMER RECORDS

Company shall use reasonable care to safeguard all records, source documents and other materials entrusted to Company by Customer as a necessary part of the fulfillment of this Agreement. Customer agrees to insure such records, source documents and other materials against loss by fire and other extended coverage casualties during the time such property is in the custody of Company. Company shall have no responsibility or liability to Customer for loss or damage to such property by fire or extended coverage casualty.

TAXES

Unless proof of exemption therefrom is provided, the Customer shall pay the Company all taxes (excluding taxes based on the Company's net income) together with penalties and interest related to the services furnished under this Agreement, however designated, levied or based, whenever the Company must pay or collect the tax from the Customer according to applicable law, as interpreted by the departmental authorities of the taxing unit. It shall be the Customer's sole obligation to challenge the applicability of any tax.

LIMITATION OF LIABILITY

During the term of this Agreement, Company shall maintain insurance coverage covering its operations as follows:

- A. Workers' compensation and Employers' Liability in amounts no less than the limits of liability required by law.
- B. Automobile Liability in an amount no less than \$1,000,000.
- C. Commercial General Liability on an occurrence basis in amounts no less than the following:

General Aggregate	\$2,000,000
Products	\$2,000,000
Personal/ and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$1,000,000
Medical Expenses	\$10,000

Upon request by Customer, Company shall provide Customer with Certificate(s) of Insurance. Company shall use its best efforts to provide Customer with at least 30 days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

Company shall not be liable for any:

- A. Special, indirect, incidental, punitive, or consequential damages, including loss of profits arising from or in any way related to any breach of this Agreement including, without limitation, loss of revenue or profits, failure to realize savings or other benefits and claims against Customer by any third party, even if Company has been advised of the possibility of such claims; and
- B. Damages (regardless of their nature) for any delay or failure by Company to perform its obligations under this Agreement due to any cause beyond its reasonable control.

Notwithstanding any other provision of this Agreement, Company's liabilities under this Agreement whether under contract law, tort law or otherwise shall in no event exceed Company's insurance coverage. To the extent that a claim is not within Company's insurance coverage, Company's liability shall in no event exceed the amount actually received by Company for its services giving rise to such claim.

Any action by the Customer on this Agreement or otherwise relating to services performed under this Agreement must be brought within one (1) year after the cause of action occurs or within one (1) year after completion of the work, whichever is earlier.

DEFAULT

The Company may declare this Agreement in default (a "Default") if (i) the Company has not received any payments due hereunder within thirty (30) days after their due date, or (ii) the Customer fails to fulfill its obligations or violates any other term of this Agreement and fails to correct such violation within thirty (30) days after written notice from the Company. Company may pursue any alternative or additional and cumulative remedies provided by law and may assess against Customer all costs and attorney fees incurred in enforcing its rights herein, to the extent permitted by law.

EXPIRATION/TERMINATION

This Agreement shall expire upon completion of the services identified in Exhibit 1, unless mutually extended by the parties hereto. Either party shall have the option, upon ninety (90) days prior written notice to the other party, to terminate this Agreement at any time provided, however, that Customer shall pay Company for all services and/or materials provided on or before the date of termination.

NON-SOLICITATION OF EMPLOYEES

Customer and Company agree that they will not, during the term of this Agreement and for a period continuing for twenty-four (24) months after the termination or expiration of this Agreement, for any reason, directly or indirectly (i) solicit, influence, entice, or encourage any person who is then or had been within one (1) year of such action an employee of the other party to cease his or her relationship with that other party, or otherwise interfere with, disrupt, or attempt to disrupt any past, present, or prospective relationship, contractual or otherwise, between the other party and any of its employees; nor (ii) hire or attempt to hire, whether as an employee, consultant, or otherwise, any person who was employed by the other party at any time during the term of this Agreement.

SERVICE WARRANTY

The services provided hereunder to the Customer are on an "as is" basis without warranty. THE COMPANY MAKES NO WARRANTIES WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDED, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TRAVEL EXPENSES

All pricing contained in this Agreement is exclusive of travel related expenses. Customer agrees to reimburse Company for all reasonable travel related expenses incurred by Company in fulfilling its duties and obligations under this Agreement.

AGREEMENT

This Agreement, including the Exhibit(s) attached hereto, constitute the complete and entire Agreement between the parties with respect to the subject matter hereof and supercedes all previous proposals, oral or written, express or implied, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement.

AMENDMENT

This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by a writing signed by both parties hereto.

SUBCONTRACTS

The Company reserves the right to subcontract work, as it deems necessary, to perform the services under this Agreement.

GOVERNING LAW

This Agreement will be interpreted under the laws of the Customer's state as of the effective date of this Agreement.

CONFLICT

In case of conflict between the terms of this Agreement and terms of the attached Exhibit(s), the terms of the attached Exhibit(s) will control.

SEVERABILITY

If any provision of this Agreement is declared invalid or unenforceable, such invalidity or unenforceability will not affect the balance of this Agreement, but the balance of this Agreement will be construed as if not containing the provision, and the rights and obligations of the parties will be construed and enforced accordingly, provided that same is not of a material nature and does not substantially affect the work or the cost associated.

WAIVER

No failure by either party hereto to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstance giving rise to such right.

INDEPENDENT CONTRACTOR

The relationship of the Company to the Customer will be that of an independent contractor, and no principal-agent or employer-employee relationship is created by this Agreement.

The parties hereto having read and understood the foregoing terms of this Agreement do, by the respective signatures of their authorized representative, agree to the terms thereof.

OHIO COUNTY, IN

MANATRON, INC.

Bobby Joe Keat

Paul Sylvester

Paul Sylvester
President

4-4-02
Date

4-12-02
Date

EXHIBIT 1

LAND USE COMPILING AND DIGITIZING/SCANNING SERVICES

1. SCOPE OF PROJECT

Compiling and Digital map database services for Ohio County's Land Use Maps. For each section of land in Ohio County, there will be a land use map compiled and digital land use map created. Based on 85 sections, the project will be completed in a five-month time frame from the authorized date of the contract, or the receipt of first data, whichever is later.

2. SERVICES PROVIDED BY MANATRON

- A. Manatron will provide consulting services relative to project design and use.
- B. Manatron will plot the County's aerial photography and parcel section lines using the County's existing mylar sheets.
- C. Manatron will use the generated plots to Compile the Land Usage for each section.
- D. Manatron will complete a township at a time. The County will be responsible for verifying the land use compilation before Manatron will start the digital land use map creation process.
- E. Upon approval from Ohio County, Manatron will digitize/scan the land use maps. Each digital land use map file shall be comprised of two sections of land. Appropriate land use text will also be included.
- F. Manatron will digitize /scan the land use maps covering Ohio County into a coordinate system that will be provided by the County.
- G. Manatron will edit all compiled and digital files against the source maps approved by the County and make appropriate revisions.
- H. Manatron will provide a plotted copy of each compiled land use map on 22# bond paper, so the County can verify the accuracy of the maps.
- I. Manatron will provide the base files in an AutoCAD Map™ format to Ohio County on magnetic tape cartridge, floppy diskette or CD-ROM.
- J. Manatron will not be responsible for any information not agreed upon during the land use compiling.

3. COUNTY RESPONSIBILITIES

- A. The County will provide the mylar sheets for plotting.
- B. The County will provide a coordinate system for all section corners.
- C. The County will appoint a liaison person to whom Manatron can report during the duration of the project.
- D. The Customer will provide any other source data, as is mutually agreed upon, that may be required to complete the project.

- E. The County is responsible for contacting Manatron when the Compiled Land Use maps have met the County's approval.

4. MUTUAL RESPONSIBILITIES

- A. Develop a mutually agreeable schedule.
- B. Develop mutually agreeable verification procedures to ensure correctness of data prior to delivery of maps. Manatron will provide a proof paper plot of the digital map files to the Customer for verification against the source maps. The Customer shall approve the paper plot maps, and sign off verification shall be forwarded to Manatron along with any final corrections or changes. Manatron would make corrections/changes.

5. FEES

GIS Database Design/Consulting, supplies, Land Use Compiling and Digitizing would be billed per section.

<u>Description of Service</u>	<u>Digitizing Cost</u>
A. Plotting (approximately) 85 sections @ \$5.00 per section	\$ 425
B. Land Use Compiling (approximately) 85 sections @ \$30.00 per section	\$ 2,550
C. Database creation of detailed Land Use Maps (approximately) 85 sections @ \$35.00 per section	\$ 2,975
Total Cost	\$ 5,950

6. PAYMENT TERMS

As Land Use Maps are completed they will be shipped to Ohio County along with an invoice. Additional costs will be billed as incurred at the actual expense. All invoices are due within 30 days of issue.

7. PROJECT SCHEDULE

Manatron agrees to commence work on the described project within ten (10) days of contract execution, or receipt of mylar/parcel map data, whichever is later. The final completion date will be five months from the authorized date of the contract, or receipt of first data, whichever is later.

Dear Mr. Flake:
Regional Vice President
Manatron
4625 West 86th Street, Suite #800
Indianapolis, Indiana 46268

Dear Mr. Flake:

Please find enclosed for your signature, the signed contract Agreement No. IN2001.064 . This agreement pertains to the new Assessors Program needed to replace our current one. Please return the agreement to my attention after you have signed it at the designated places. Thanks for your help in this matter .

Very truly yours,



Bobby Joe Keith
Ohio County Assessor

Enclosures (2)

Cc: Mr. Ed Koerner, Sales Representative

8-25-07