AGREEMENT

February 20, 2007

Prepared for:

Warrick County, Indiana

To Provide:

ProVal and MVP Tax Records Interface

WHERE TECHNOLOGY HAPPENS

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

OVERVIEW

Warrick County, Indiana (the "Client") requires GIS and/or mapping related products and services. WTH Technology, Inc. (the "Company") is a provider of such products and services. This agreement 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

<u>Tax Records Interface (ProVal)</u>

The tax records interface will require the cooperation of the Client's tax records system vendor.

Once cooperation has been achieved with the tax records vendor, the Company will create a match between the parcel data in the mapping system and the tax data in the Client's taxation system. The Company will be developing an interface between two set of records maintained in the Client's over all land information management system. Therefore, a 100% match can not be guaranteed for many reasons (i.e. missing data in taxation system and plat maps, misspellings, etc.)

In order to ensure the highest possible level of data accuracy, a Reconciliation Report will be created once the database is received and the parcel data is reviewed. A preliminary comparison of a sample area of the Client's Plat Data against the Tax Data will be performed. This Reconciliation Report will contain a list of matches that were attempted and the result. A meeting will be scheduled to discuss the results of this report with the Client. The result of this meeting should be one of the following:

1. The client and company determine that more data should be captured to facilitate a better matching accuracy for the interface process.

2. The client determines that they will be responsible for rectifying the data in the Tax Database prior to completion of the Data Interface.

3. The client determines they would require the Company to assist in the rectification of the data in the Tax Database prior to completion of the Data Interface.

4. Items 1 and 3 could possibly require additional work on the part of the Company and therefore alter the terms of this contract.

In addition to the fields identifying each parcel number, additional fields can be added to the parcel layer in the Client's office to include more detailed property information such as owner name, acreage, property description, etc. This same information is currently stored and maintained by the Client in a separate tax records and/or assessment software program provided the tax records vendor.

The interface can be set up as either a nightly batch process that updates every parcel on the map with the latest property information or as a real time interface that retrieves the latest property

information on a case by case basis each time the user clicks on a parcel on the map. In either case, the result will be an enhanced way of graphically viewing and querying the property information while the Client continues to use their existing software to maintain these records. This interface will require that the Client's tax or assessment software vendor make this data available to the Company. Some tax/assessment software vendors may have additional charges for their end of this interface.

Tax Records Interface: MVP Tax

The Company will create a match between the parcel data in the mapping system and the tax data in the Client's new taxation system. A 100% match cannot be guaranteed for many reasons (i.e. missing data in taxation system and plat maps, misspellings, etc.). A copy of the database must be obtained once the parcel conversion begins to ensure the highest quality of data accuracy.

In order to ensure the highest possible level of data accuracy, a Reconciliation Report will be created once the database is received and the parcel data is reviewed. A preliminary comparison of a sample area of the Client's Plat Data against the Tax Data will be performed. This Reconciliation Report will contain a list of matches that were attempted and the result. A meeting will be scheduled to discuss the results of this report with the Client. The result of this meeting should be one of the following:

5. The client determines that more data should be captured during creation of the parcel layer.

6. The client determines that they will be responsible for rectifying the data in the Tax Database prior to completion of the Data Interface.

7. The client determines they would require the Company to assist in the rectification of the data in the Tax Database prior to completion of the Data Interface.

8. Items 1 and 3 could possibly require additional work on the part of the Company and therefore alter the terms of this contract.

In addition to the fields identifying each parcel number, additional fields can be added to the parcel layer to include more detailed property information such as owner name, acreage, property description, etc. This same information is currently stored and maintained by the Client in a separate tax records and/or assessment software program provided by another vendor. Therefore, in order to eliminate the need for redundant data maintenance, the Company will provide the Client with an interface between the mapping software and the tax or assessment records database. This interface can be ran as either a nightly batch process that updates every parcel on the map with the latest property information or as a real time interface that retrieves the latest property information on a case by case basis each time the user clicks on a parcel on the map. In either case, the result will be an enhanced way of graphically viewing and querying the property information while the Client continues to use their existing software to maintain these records. This interface will require that the Client's tax or assessment software vendor make this data available to the Company. Some tax/assessment software vendors may have additional charges for their end of this interface.

On-Site Installation and Training

When the project is completed, the Company will install the software and all data files onto each department's existing computers and setup each workstation with a strategy of sharing data with the other departments. The Company will provide on-site training to instruct the Client on use of the software for their specific applications.

MVP and ProVal Tax Interface Maintenance and Support

The Company will provide the following services as part of an annual maintenance and support agreement which is already in place.

- Software Upgrades
  Any enhancements made to either of the Tax Interface systems during the term of the customer support agreement will be automatically uploaded (via the synchronization process) to the Client's computer(s) as they become available.

- Phone Support
  Toll Free phone support will be provided for one representative from each department, during regular business hours. Phone support will include answering questions regarding the software and making changes to the system configuration to adapt to the Client's changing needs.

- Pre-Contract Technical Counsel
  The Company will assist the Client in any pre-contract technical decision that needs to be made regarding digital data interfacing with the Tax Systems. The Company's wide range of experience will aid the Client in making efficient decisions for the Client.

- UDX™ (Universal Data Exchange Network) Subscription
  This service will make it possible for departments not connected to a central network (i.e. remote users) to share data with other departments and receive Tax Interface program updates when changes are needed. With this in place, any user responsible for maintaining one or more layers can upload their changes to a remote server and all other users will be able to download these layers so that they are up-to-date on a regular basis. This option does not require the Client to have a network, simply an Internet connection. The Company will work with the staff to achieve a desirable method of updating information.

DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date	Amount
Delivery	30 Days	MVP Tax Records Interface	December 31, 2006	$ 2,500.00
Delivery	30 Days	ProVal Tax Records Interface	December 31, 2006	$ 5,000.00
		Discount		($ 2,200.00)
Total GIS Cost			**TOTAL**	**$ 5,300.00**

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 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:	Warrick County
		County:	Warrick County, IN
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 has been left blank intentionally.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 21st day of February 2007.

Company:
WTH Technology, Inc.

Signature: _____

Name: Rex Jones

Title: President

Date: 2-21-07

Client:
Warrick County, Indiana

Signature: _____

Name: Don Williams

Title: President

Date: 2-21-07

Signature: _____

Name: Phillip H. Baxter

Title: Vice President

Date: 2-21-07

Signature: _____

Name: Larry Lacer

Title: Auditor

Date: 2-21-07

Signature: _____

Name: Carl Jay Conner

Title: Member

Date: 2-21-07

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