GIS 88G1502 (S)

CONTRACT

December 2, 2004

Prepared for:

Washington County

To Provide:

Software License and Interface

WTH ENGINEERING

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

OVERVIEW

Washington County (the "Client") is in need of certain mapping or GIS related products and services. WTH Engineering, Inc. (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

Think Map Software

The Client will be provided with **1 Think Map license.** This software may be installed on stand alone computers or on a server but use of the software is limited to 1 computer. Each computer where Think Map is used must be registered with The Company. The hardware requirements for using the Think Map software are as follows.

System Requirements	Minimum	Recommended
Operating System**	Win 98 SE, WinNT 4.1, Win2000, WinXP	Windows XP
Processor	Pentium or equivalent	PII-300 MHz or faster
Memory (RAM)	128 MB	256 MB
Available hard disk space required on server or stand alone computers	500 MB for software + map layers. Plus 2 to 40 GB for aerial photography images depending on coverage area and resolution	80 GB (Based upon Aerial Photography needs)
Available hard disk space required on workstations when data stored on server	Less than 100 MB	
Video	15" monitor capable of displaying 16 bit color at 800 X 600 resolution or better	17" monitor, 16 bit color, 1024 X 768 resolution
Internet Access (Required for support services)	Dial-up connection with minimum connection speed of 46K	DSL/T1 Connection
Other	CD drive, mouse, keyboard	Laser Printer (with 96 MB of memory)

***All computers must be current on all Microsoft Windows Critical Updates and Service Packs.*

Delivery with Existing County Layers (Washington County)

Think Map will be delivered with the following data sets/layers as authorized by the County. All layers will be positioned on the map to line up with each other and with the digital aerial photography.

- Aerial Photography
- Water
- County and Township Boundaries
- Roads, Highways, Railroads
- Addresses
- Bridges

Tax Records Interface

The Company will create a software interface between the Client's parcel data in Think Map and the tax data in ProVal. A 100% match cannot be guaranteed for many reasons (i.e. missing data in ProVal 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 determines that more data should be captured during creation of the parcel layer.

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.

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.

Customer Service

The Company will provide the following services as part of an annual service agreement. These services are to be paid for at the beginning of each 12 month period.

- Software Upgrades
  Any enhancements made to the Think Map system 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.

- 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 Think Map program updates on a regular basis. Remote users who have Internet access on their computer will be able to automatically connect to WTH Engineering's server and send or receive map updates. 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.

- 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.

- Off Site Data Backup
  The Company will maintain a backup of any Map Data transferred via the synchronization process. This data can be restored to the Client's computer(s) at their request.

- 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 Think Map GIS system. The Company's wide range of experience will aid the Client in making efficient decisions for the Client and the Think Map product.

DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Delivery	30 Days	1 Think Map license	30 Days*	$500
Delivery	30 Days	ProVal – Tax Records Interface	30 Days*	$ 3,500
Total GIS Cost			**TOTAL**	**$4,000**
Customer Service		Annual Customer Service	30 Days	$ 0**

** Number of days after the signing of this contract and the delivery of all source materials by the Client. The delivery dates will be reviewed once the contract is signed and may be adjusted if needed.*

***Customer Service is covered under the Client's current maintenance agreement.*

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 of breach thereof, even if such party has been advised of the possibility 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.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 7th day of February 2004.

Company:
WTH Engineering, Inc.

Signature: Rex E. Jones

Name: Rex Jones

Title: President

Date: 2-7-05

Client:
Washington County Indiana

Signature: Phillip E. Lofton

Name: Phillip E. Lofton

Title: President - Commissioners

Date: 2-7-05

Signature: Byron Green

Name: Byron Green

Title: Commissioner

Date: 2-7-05

Signature: Lana Sullivan

Name: Lana Sullivan

Title: Wash Co Auditor

Date: 2-7-05

Signature: Michael Goering

Name: Michael Goering

Title: Commissioner

Date: 2-7-05

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