Misc. Wayne 89MISC01 (3)

PERSONAL PROPERTY

PROFESSIONAL SERVICES AGREEMENT

SIGNATURES ON PAGE 4

This SERVICE AGREEMENT (the "AGREEMENT") is made and entered into as of this 10th day of March 2004 by and between Assessment Software Solutions, Inc. ("AS2") and Wayne County, Indiana ("Client").

RECITALS:

Whereas, AS2 operates an assessment software and consulting firm based in Indiana and has certain skills and expertise in regards to the services to be performed;

Whereas, Client desires to retain the benefit of AS2's service, knowledge, skills and expertise in certain specified areas of computer software; and

Whereas, Client desires to purchase one or more software products from AS2; and

Whereas, Client and AS2 are desirous of documenting the terms and conditions of said relationship;

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement. Now, therefore, in consideration of the premises and the mutual covenants, agreements and representations herein contained, and other good and adequate consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Engagement. Client hereby engages AS2 as a service provider, consultant and advisor to the Client with respect to the matters identified in Section 2 hereof and in Attachment 1 to this AGREEMENT for the compensation as set forth in Section 3 hereof and for the term as set forth in Section 5 hereof. AS2 hereby accepts this engagement by Client as a service provider, consultant and advisor with respect to such matters and for such compensation and term.

2. Services to be Performed. During the term of this AGREEMENT, AS2 shall provide the specified computer software products during the purchase period as documented below , inclusive of on-site installation/customization, as well as the on or off-site consulting detailed in Section 4 hereof and other related and necessary information ("Services") to the Client. These Services and Deliverables are further outlined and below. Client and AS2 may materially alter the scope and nature of the Services by mutual written agreement. AS2 shall work closely with Client to ensure that Client meets all statutory deadlines. AS2 agrees to work in conjunction with the Client and other service providers to the Client, including but not limited to those associated with reassessment activities, mass appraisal providers, to integrate and transfer information so as to provide information to the Client in a uniform format.

Phillip Folkerts, President AS2 _____ Date: 03-09-04

Section 2 Continued: Services and Deliverables

PROPMAN Software Purchase and Installation
Specifications: on-site setup, installation, customization, and staff training.
Full technical support and 20 hours of custom programming for first year.
Software updates at no charge.

$8,500.00 to be paid in full within sixty(60) days of invoice date. Price includes maintenance and service for the first year.

Annual Service and Maintenance Agreement
Includes servicing all County Assessor and Township Assessor\Trustee Assessor Offices. Full technical support and 20 hours additional custom programming.

$4,500.00 to be paid in full within sixty(60) days of invoice date.
Total shall be subdivided and funded by each of the Wayne County Township Offices at $300.00 per office.

* Annual Service and Maintenance Agreement starting date: February 1, 2005.
** Client will be notified thirty(30) days prior to Annual Service and Maintenance Agreement renewal date.

3. **Compensation**. In consideration for the Services as described in Section 2 hereof, AS2 shall receive the sum invoiced per the following schedule:

   $8,500: to be paid in full within sixty(60) days of invoice date.
   $4,500: to be paid in full within sixty(60) days of invoice date.

4. **Additional On-Site Support and/or Services**. AS2 agrees to provide further support and/or work-product that is outside the scope of the Services detailed in Section Two above for additional compensation of $95.00/hour.

5. **Term, Termination and Licensure**. The Client shall not provide the various AS2 copyrighted software product(s) to non-licensed users. Failure of the Client to maintain the integrity of copyrighted product(s) shall entitle AS2 to seek specific legal and financial remedies.

6. **Confidentiality**. AS2 shall maintain the confidentiality of all Client records, data, information, correspondence of any type and similar. All information related to these Services shall be provided to the Client only, unless otherwise directed by Client, or as so directed by a court of law.

7. **Independent Contractor**. AS2 shall at all times be an independent contractor hereunder, rather than a coverture, agent, employee or representative of the Client. Client hereby acknowledges and agrees that AS2

may engage directly or indirectly in other business and ventures not otherwise proscribed hereby.

8. Enforcement. The provisions of this AGREEMENT shall be enforceable notwithstanding the existence of any claim by either Client or AS2 against the other. Each of the parties of this AGREEMENT shall have the right to specific performance and injunctive relief to enforce the terms of this AGREEMENT.

9. Governing Law. The AGREEMENT shall be construed in accordance with the laws of the state of Indiana.

10. Waiver of Breach. The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.

11. Entirety. This AGREEMENT represents the complete and final agreement of the parties with respect to delivery of Services and shall control over any other statement, representation or agreement. Any changes to the Agreement must be in writing, signed by both parties.

12. Survival. The provisions of this AGREEMENT relating to confidentiality shall survive the termination of the AGREEMENT.

13. Captions. The captions of this AGREEMENT are for convenience of reference only and shall not be deemed to define or limit any of the terms hereof.

14. Binding Effect. This AGREEMENT shall inure to the benefit of both parties and their successors and assigns shall be binding upon both parties.

15. Indemnification. Both Client and AS2 agrees to indemnify, defend and hold harmless the other from and against any and all costs, expenses and liability, including, but not limited to, reasonable attorney fees, which it may incur in the event of a breach by the other party of its obligations hereunder or arising from acts or omissions of the other party in performing its obligations hereunder.

16. Contract Representative. The Client may designate a Contract Representative to serve as the primary contact person for notifications and receipt and/or coordination of Services. The AS2 Contract Representative shall be Phillip Folkerts, 229 N. 11th Street, Noblesville, IN 46060 (317-702-1962).

17. Notices. All written notices shall be directed, if to AS2, at: 229 N. 11th Street, Noblesville, IN 46060; and if to Client, at:

Wayne County Board of Commissioners
Courthouse Annex
401 East Main Street
Richmond, IN 47374

18. Responsibilities. The final determination of assessed value and true tax value is and shall remain the responsibility of the Client.

19. Non-Discrimination. Pursuant to IC 22-9-1-10, AS2 and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

20. Delays. Whenever AS2 or the Client have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within fifteen (15) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

21. Subcontracting. AS2 must obtain the approval of the Client before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials. If subcontractors are used, AS2 is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

22. Force Majeure. Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

23. Maintaining A Drug-Free Workplace. AS2 hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Client within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation

occurring in Professional Appraiser's workplace. It is further expressly agreed that the failure of AS2 to in good faith comply with the terms of the above, or falsifying or otherwise violating these terms shall constitute a material breach of this Agreement, and shall entitle the Client to impose sanctions against AS2 including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of AS2 from doing further business with the Client for up to three (3) years.

SEE REVERSE

In witness whereof, the undersigned have executed this AGREEMENT effective as of the day and year first set forth above.

"AS2"

By: _____ Date 03-09-04
Phillip Folkerts
President

"Client"
Wayne County

By: _____ Date 3-10-04
Thomas A Dechow
John O. Catty
Board of County Commissioners