PRESCRIBED CONTRACT FOR COMPUTER SOFTWARE, SERVICES, AND EQUIPMENT

This Contract is entered into by and between **L. L. Low Associates, Inc.** ("Contractor," which term shall include the Contractor's principals), the **Owen** County **Auditor** and the Board of County Commissioners of **Owen** County, Indiana (hereinafter jointly and severally the "County," which term shall also mean **Owen** County, Indiana), and the Department of Local Government Finance ("Department"), a party solely for the limited purposes of approving the employment of the Contractor and exercising statutory oversight pursuant to IC 6-1.1-31.5-2(c).

RECITALS

A. The County has determined it is in the County's best interest to employ the Contractor as an information technology provider pursuant to the provisions of IC 6-1.1-31.5-2 for the purpose of providing computer software, services, and/or equipment as required by IC 6-1.1-31.5-2 and 50 IAC 26;

B. The County and the Contractor have complied with IC 5-22 in obtaining bids, proposals, or a special procurement, and the purchase of the Contractor's software, services, and/or equipment is in compliance with Indiana law;

C. The Contractor's software, services, and/or equipment are certified by the Department pursuant to 50 IAC 26-18;

D. The County is awarding the Contract to the Contractor after compliance with IC 5-22, and the Contractor is willing to contract with the County subject to the terms and conditions of this Contract;

E. This Contract is subject to the provisions of IC 6-1.1-31.5 and 50 IAC 26 and the Contractor will comply with the provisions of IC 6-1.1-31.5 and 50 IAC 26 in connection with this Contract; and

F. The Department has final approval authority for the employment of the Contractor pursuant to this Contract, and, as a signatory to the Contract, has the right to exercise its statutory right of oversight of the performance of the Contractor as contemplated by IC 6-1.1-31.5-2.

AGREEMENT

In consideration of the promises, mutual covenants, and obligations of the parties, the County, the Department, and the Contractor agree as follows:

1. Incorporation of Recitals. The foregoing recitals are adopted by the parties as being true and accurate statements and are hereby incorporated as binding representations of this Contract.

2. Products and Services Provided by Contractor. The Contractor agrees to provide to the County certain hardware, software, and/or services, including but not limited to consulting, project management, training, configuration or installation (collectively the "System Package"), all as more particularly described on a Work Plan that must be attached to this Contract as "Exhibit A". From time to time, the Contractor and the County may agree upon additional hardware, software, and/or services to be provided by the Contractor (the "Additional Products and Services"), which shall be designated on additional Work Plan(s) and attached as Addenda to this Contract and executed by the Parties pursuant to the same formalities as the execution of this Contract. The System Package, Work Plan, and Additional Products and Services shall be governed by the terms of this Contract, and to the extent the terms of this Contract and the Work Plan contradict, the terms and provisions of this Contract shall control.

3. Contractor's Product Compliance with Indiana Law. If the Contractor's duties pursuant to this Contract are to provide either a component of or a complete property tax management system, the Contractor agrees as follows in compliance with 50 IAC 26-19-1(b)(3) and (5) and 50 IAC 26-19-2(b)(2):

A. The Contractor guarantees and warrants that the products covered by this Contract meet the provisions of 50 IAC 26-19, and if any party subsequently discovers a failure by the Contractor's products to meet the provisions of 50 IAC 26-19, the failure will be corrected at the Contractor's expense.

B. The Contractor will make any product or service change that is required as a consequence of a change in any law, rule, or state policy relating to the System Package (and components thereof), provided that Contractor is compensated equitably, based on common industry rates, as are reasonably agreed to by the parties. The Contractor understands that even if the Contractor claims that it is not being equitably compensated and refuses to make a product or service change, 50 IAC 26 authorizes the Department to decertify the Contractor's System Package (and components thereof) if it does not comply with applicable laws. Such decertification could result in the System Package (and components thereof) being ineligible for operation in Indiana. Decertification by the Department shall not be considered a breach of this Contract by the Department. A decision by the Department to decertify the System Package or any component thereof shall not be attributed to the County and shall not give rise to a cause of action against the Department.

C. The Contractor will provide assistance to the County as may be required to modify the property tax management system (or component thereof) to comply with changes in stated law, Department rules, Department policy statements, or 50 IAC 26-19 within the time period prescribed by the law, rule, or Department.

4. Contractor to Provide Maintenance Agreement. The Contractor agrees, in compliance with 50 IAC 26-19-2(b)(1) and (4) and 50 IAC 26-19-3, that if it is a vendor of assessment software or tax and billing software, it will provide (i) a software

maintenance agreement that meets the standards prescribed in 50 IAC 26-19; (ii) the Contractor will reimburse the County for all costs incurred as a result of the Contractor's failure to continue to support the assessment software or tax and billing software during the life of the maintenance agreement; and (iii) the Contractor must offer a maintenance contract for ongoing maintenance services of the property tax management system that includes (1) telephone support, (2) problem diagnostic support for the Contractor's personnel by any necessary combination of remote and on-site services, (3) system modification initiated by the Contractor, and (4) services to correct defects in software that are provided at the Contractor's expense.

5. Contract Representative. The County **Auditor** shall be the Contract Representative to serve as the primary contact person under the Contract.

6. Contractor Employees: Project Manager. The Contractor assigns **Shawn Low** as the project manager, with whom the County and the Department shall discuss all issues related to the Contract, and the contact information for the project manager is:

Address:	**210 N. Ironwood Dr.**
	South Bend, IN 46615
Work telephone:	**1-574-234-7240**
Home telephone:	**N/A**
Cell number:	**1-574-876-6374**
Email:	**ShawnLow@LLLOW.com**

7. Work Plan. Attached hereto, and incorporated fully herein as Exhibit A, is the Work Plan developed and approved by the Contractor and the County setting forth the schedule for the completion of work under this Contract. The Contractor and the County warrant and represent that the Work Plan ensures that all information technology requirements necessary to fully comply with the obligations of 50 IAC 26 have been met. The Department will not approve this Contract if a Work Plan complying with the provisions of paragraph 2 is not attached.

8. Performance Bond. If the County requires surety and performance bonds, the Contractor must purchase a performance bond or bonds from a surety licensed to do business in the State of Indiana. The performance bond(s) must be in the same amount as the price of this contract and must entitle the County to call upon the surety to complete the contract in one of three ways: 1) the surety completes the contract by hiring a completion contractor; 2) the surety and the County choose a new contractor to complete the contract and the surety pays the costs; or 3) the County alone chooses a new contractor and the surety pays the costs. If the surety chooses to complete the contract by hiring a completion contractor, the surety assumes the same risk as the original Contractor. A requirement that the Contractor provide surety and performance bonds may be attached to this Contract as an addendum to be signed by all parties. Alternatively, the Contractor and County may agree to a performance retainer and attach an addendum signed by all parties to this Contract to provide for such a retainer.

9. Disaster Recovery. The Contractor ☐ shall/ ☑ shall not provide a Continuity Plan. The Continuity Plan shall provide, at minimum, the following:

A. provision of an alternate power source for uninterrupted services;

B. designation of one or more facilities (each a "Disaster Recovery Site") or separate computer resources to which the Contractor shall move the affected portion of any Services upon the occurrence of a Force Majeure event requiring such a relocation (including a Force Majeure event at a Disaster Recovery Site), which Disaster Recovery Sites for this Agreement shall be _____;

C. equipment of each Disaster Recovery Site with data processing resources sufficient to provide all Services in reasonable compliance with the terms and conditions of the Contract, based on the circumstances of the Force Majeure event; and

D. specification of all procedures for the determination or declaration of a Force Majeure event, which determination or declaration may not be unreasonably withheld or delayed by either party. In the event of a Force Majeure event, the Contractor shall use commercially reasonable efforts to resume delivery of the services (including via electronic access) utilizing the Disaster Recovery Site in the timeframe provided in the Continuity Plan. To the extent one or more Force Majeure events materially and adversely affects or prevents performance of the Continuity Plan, the Contractor shall provide the Department with a plan to resume delivery of the Services no later than seven business days thereafter at all Service Locations other than those at which the Force Majeure event has rendered impractical the delivery of the Services at such Service Locations. The Department shall not unreasonably deny approval of the new plan.

10. Office Space; Computer Support. The County ☑ shall/ ☐ shall not provide the Contractor with office space or computer support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with office space or computer support in connection with the performance of this Contract.

11. Continuity of System Operations. If for any reason the County changes the assessment or tax and billing software or any other part of the computer system at (i) the end of the Contract term, (ii) Contract termination, (iii) decertification, or (iv) failure of recertification, the Contractor shall in no way impede or delay the smooth, orderly, and timely transfer of the County's data from the current database to the new database.

12. Source Code Escrow. The Contractor agrees to maintain an Escrow Agreement for the Software source code and related documentation for the benefit of the County and the Department during the term of the Contract. Contractor further guarantees that it will include the Department as a third party beneficiary to the Escrow Agreement at no charge to the Department. Additional terms and conditions include:

The Contractor shall provide to Escrow Agent no more than every (30) days or less

than (180) days a new set of deposit materials containing the complete source code for the then current version of Licensed Software with a copy of a description of the Deposit Materials.

The County and the Department shall be entitled to receive a copy of the software source code in the event that Contractor has ceased all business activities for a period of ninety (90) days or more and a third party has not agreed to assume the responsibilities of this Contract.

In the event of any other breach upon the receipt of the deposited materials, Department and County may use the Deposit materials solely for the purpose of data conversion. The Deposit Materials will be considered confidential information of the Contractor. The Department and County both acknowledge the disclosure of trade secrets will not occur except as needed for the purpose of maintaining the licensed software for up to 180 days or until the data conversion is completed if less than 180 days.

13. Consideration. The County shall pay the Contractor a fee of $ **313,824** **(Total first year fees, See Exhibit A – Work Plan Schedules A, B and C for additional details).** *[select desired amount]* in full payment for the complete performance of all duties, responsibilities, and activities set out in this Contract and on the Work Plan mutually agreed to under paragraph 7 of this Contract and attached as Exhibit A. The fee shall be paid in the manner set forth in paragraph 16 below. The parties to this Contract acknowledge that the Department has no duty, responsibility, or obligation under this Contract to pay the Contractor, any subcontractor of the Contractor, or the County. The parties further acknowledge that the work to be performed under this Contract is solely for the benefit of the County and that it is the County's sole obligation to pay the Consideration required under this Contract.

14. Guaranteed Most Favorable Terms. *This provision is optional and* ☐ *shall/* ☑ *shall not be applicable.* All of the prices, terms, warranties and benefits granted by the Contractor in this Contract are comparable to or better than the terms granted by the Contractor to any other similarly situated state and local government customer. If the Contractor, prior to the delivery of the software, announces a price reduction or makes generally available to other customers more favorable terms or conditions with respect to the software, such prices, terms, warranties, or conditions shall be made available to the County and the Department on the date the price reduction or change in terms and conditions became effective.

15. Condition of Payment. All services provided by the Contractor must be performed to the reasonable satisfaction of the County and the Department, as determined at their sole discretion and in reliance upon all applicable federal, state, local laws, ordinances, rules, and regulations. The County shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract, or performed in violation of federal, state or local statute, ordinance, rule, or regulation.

16. Time and Manner of Payment. The Contractor shall be paid as follows:

A. The Contractor shall submit a claim for payment **See Exhibit A – Work Plan Schedules A, B and C for additional details.** *[specify timing of payment]*. The amount of each **Periodic** *[specify monthly, yearly, or lump sum]* payment is subject to the completion percentage requirements set forth in the Work Plan, subject to approval by the County, and is subject to full compliance with all other obligations under this Contract. Approval ☐ shall/ ☑ shall not be based on the **Periodic** *[specify the time period when the reports must be submitted; for example, monthly, weekly, or biweekly]* progress reports submitted by the Contractor. Payment shall be made to the Contractor within **45** days after approval by the County.

B. If all work is not completed under this Contract by the completion date specified in paragraph 19 of this Contract or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments may be suspended until all work has been satisfactorily completed and approved by the County and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within **10** days after that approval by the County, subject to other terms of this Contract. The County is exclusively responsible for payment to the Contractor. The Contractor shall not submit any claim for payment to the Department nor make any claim for damages against the Department under the Contract. The Department has no financial or other obligations, including damages, to the Contractor and is a party to this Contract solely for the purpose of fulfilling the requirements of IC 6-1.1-4-17(a).

17. Penalties. *This provision is optional and* ☐ *shall/* ☑ *shall not be applicable.* Pursuant to IC 6-1.1-4-19.5(b)(2), payments due under this Contract shall be reduced by the amount of $**N/A** per business day that any part of the performance by the Contractor remains incomplete after the due date specified in this Contract due to the fault of the Contractor.

18. Certification of Computer Software and Services.

A. A material inducement for entering into this Contract is that the Contractor's computer software and computer services have been certified under IC 6-1.1-31.5 and 50 IAC 26-18 in order to enter into this Contract. The Contractor represents and warrants that all required certifications are in effect at the time of entering into this Contract.

B. The Contractor will take all steps necessary to maintain such certification throughout the term of this Contract. The Contractor shall immediately notify the County and the Department in writing of any circumstance or occurrence jeopardizing certification status.

C. Pursuant to 50 IAC 26-19-2, this Contract is void and the Contractor may not receive additional funds if the Contractor's certification is denied, decertified, or revoked.

19. Term of Contract. This Contract commences on the date the Department signs and the Contractor shall commence work under this Contract within **14** days of the date of approval by the Department of the Contractor's engagement pursuant to this Contract. The Contractor shall complete all work to be performed under this Contract before **12/31/2016**.

20. Contract Reports and Monitoring.

A. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. The Contractor shall make such materials available at its office at all reasonable times during this Contract and for three years from the date of final payment under this Contract for inspection by the Department or its authorized designees. Copies shall be furnished at no cost to the Department if requested.

B. The Contractor shall, if so required by paragraph 16(A), provide written progress reports to the County in a form reasonably prescribed by the County and consistent with paragraph 16(A). The reports must include the status of the work being done. The County may require that additional information be included in the reports. The Contractor shall submit the reports to the County within three business days of receipt of a request.

C. The County may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The County may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program-related records and by making personnel available upon request for the purpose of monitoring quality, performance, and progress.

D. As required by IC 6-1.1-4-19.5(b)(7), the Contractor shall give unrestricted access to his or her work product to the Department and to Legislative Services Agency.

21. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the County becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the County shall notify the Contractor in writing of its dissatisfaction. Upon receipt of the same, the Contractor shall have seven days to cure the County's dissatisfaction. If the County is still dissatisfied after the Contractor has exercised its opportunity to cure, then the County may request in writing replacement of any or all such individuals. Upon receipt of same, Contractor shall honor the County's request.

22. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the County. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be

amended, supplemented, or modified by a written document executed in the same manner as this Contract.

23. Authority to Bind Contractor. The signatory for the Contractor represents that he or she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his or her signature is affixed and accepted by the County and the Department.

24. Confidentiality of Information.

A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the County and the Department.

B. The parties acknowledge that the services to be performed by the Contractor for the County under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the County or the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the County agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

C. If the County or the Department receives a public records request that relates to information or documents in the possession of the County or the Department related to the Contractor's intellectual property, trade secrets, or other proprietary rights, the County or the Department shall promptly forward such request to the Contractor for response. The Contractor shall designate in writing which of those documents, if any, it considers confidential information or information otherwise excepted from public disclosure requirements and state with specificity the factual or legal basis for objecting to the disclosure of such documents. The Contractor agrees and acknowledges that only information falling within a specific exemption permitted under IC 5-14-3-4 shall be designated as Confidential. The Contractor shall mark each page of a document considered to be confidential information as "Confidential" or a similar designation. The County or the Department shall promptly review the basis for the Contractor's claim of confidentiality and shall not disclose the documents subject to the Contractor's claim if the County or the Department concurs with such claim, provided that if the County or the Department determines that its obligation under public access law requires such disclosure, the County or the Department shall promptly notify the Contractor of such determination and will not make such disclosure if the Contractor obtains, prior to the expiration of the applicable timeframe for response to such request, either an opinion

from the Indiana Public Access Counselor that such disclosure is not required or a protective order or other relief from any court of competent jurisdiction in the State of Indiana preventing such disclosure.

D. The Contractor acknowledges that the Department will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

25. Ownership of Documents and Materials. All documents, records, data, film, tape, articles, memoranda and other materials, (not including the software) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and the Contractor transfers any ownership claim to the County and all such materials will be the property of the County. Use of these materials (other than as related to contract performance by the Contractor) without the prior written consent of the County is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the County or the Department and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense.

In addition a copy of the software program will be licensed to the County solely for their use during the term of the contract. This copy of the licensed software program may not be copied or otherwise duplicated for use by another county or entity without the express written consent of the Contractor. The Contractor shall provide the County and the Department full, immediate and unrestricted access to the work product during the term of this Contract.

26. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the County, the Contractor shall comply with all Indiana Office of Technology ("IOT") standards, policies, and guidelines, which are available online at http://iot.in.gov/architecture/. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the County shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The County or the Department may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Delays.

A. Whenever the Contractor or the County has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, it shall, within **21** 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.

B. In the event of a delay by the Department, legislative action, or court rulings, the County reserves the right to re-negotiate all terms of the Contract, including costs.

28. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the County or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon issuance of written notice, the parties have ten working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

> The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Department. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the County within ten working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten working days after receipt of the Commissioner's decision, a written appeal. Within ten working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is requested within ten working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
> The County may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract and the Contractor may bring

suit to collect these amounts without following the disputes procedure contained herein.

29. Termination for Convenience by County. This Contract may be terminated, in whole or in part, by the County or the Department whenever, for any reason, the County or the Department determines that such termination is in its best interest. A decision by the County to terminate this Contract shall not be attributed to the Department. Similarly, a decision by the Department to terminate this Contract shall not be attributed to the County, nor shall such a decision by the Department give rise to a cause of action against the Department. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty days prior to the termination effective date specifying the extent to which performance of services under such termination becomes effective. In the Notice, the party or parties terminating this Contract must state which party or parties initiated the termination. The Contractor shall be compensated for services properly rendered prior to the effective date of termination, but under no circumstances will the Department be responsible for any payment, including damages, to the Contractor. The County will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

30. Termination for Default by County. If the County, sixty days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

31. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq.*, and audit guidelines specified by the State.

32. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana or the County. The Contractor agrees that any payments currently due to the State of Indiana or the County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the

Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.

C. The Contractor certifies, warrants, and represents that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or the County, and that neither it nor its principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency, or political subdivision of the State of Indiana, or the County. The Contractor agrees that it will immediately notify the County and the Department of any such actions and during the term of such actions, the County or the Department may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Contract.

D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or the County, the County may delay, withhold, or deny work to the Contractor.

E. The Contractor warrants that it shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.

F. The Contractor affirms that, if it is an entity described in IC 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC 5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as an imposition of a civil penalty.

H. As required by IC 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

(1) The Contractor does not knowingly employ an unauthorized alien.

(2) The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

(3) The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

(4) The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

(5) The Department may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty days after being notified by the Department.

33. Taxes. The County is exempt from most state and local taxes and many federal taxes. The County and the Department will not be responsible for any taxes levied on the Contractor as a result of this Contract.

34. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the Department with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

35. Contractor Assignment, Successors, and Subcontracting. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may subcontract with **Data Pit Stop** for assistance with conversion work. The Contractor understands that it is ultimately responsible for ensuring that the data are converted correctly and for working with any subcontractor to remedy any errors that may be encountered during the conversion process. The ultimate responsibility of ensuring the accuracy and integrity of the data conversion rests with the Contractor (in consultation with the County) and cannot be delegated or subcontracted.

The contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

36. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty days from the receipt of notice

of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

37. General Provisions.

A. Entire Agreement. This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understandings between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

B. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval, acceptance of, or payment for the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County and the Department in accordance with applicable law for all damages to the County or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. Severability. In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

D. Addenda. No addendum to this Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.

38. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

39. Notice to Parties. Whenever any notice, statement, or other communication, including changing contact information, is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the County shall be sent to:

Name: **Mike Wood**
Title: **County Auditor**
Organization: **Owen County Government**
Address: **60 S. Main St.**

City/State/Zip: **Spencer, IN 47460**
Tel: **812-829-5000**
Fax: **(812) 829-5012**
Email: **michael.wood@owencounty.in.gov**

B. Notices to the Contractor shall be sent to:

Name: **Kevin Low**
Title: **Director of County Services**
Organization: **L. L. Low Associates, Inc.**
Address: **210 N. Ironwood Dr.**
City/State/Zip: **South Bend, IN 46615**
Tel: **1-574-234-7240**
Fax: **1-574-233-4706**
Email: **KevinLow@LLLOW.com**

C. Notices to the Department shall be sent to:

General Counsel
Department of Local Government Finance
Indiana Government Center North
100 North Senate Avenue, Rm. 1058B
Indianapolis, Indiana 46204
317-233-4361 voice
317-974-1629 fax

40. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Department within ten days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three years.
In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee

assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

D. Notifying the Department in writing within ten days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

41. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the County and the Department, their agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor in the performance of this Contract. The County and the Department shall **not** provide such indemnification to the Contractor.

42. Insurance.

A. The Contractor must carry automobile, public liability, and worker's compensation insurance policies for the entire duration of time during which the Contractor is completing obligations under this Contract. The Contractor's public liability and worker's compensation insurance policies must each provide at least $1 million dollars in coverage. The Contractor must have automobile insurance that meets or exceeds the minimum amounts required by the State of Indiana for each vehicle it will use in the fulfillment of this Contract. A material inducement for entering into this Contract is that the Contractor will carry automobile, public liability, and worker's compensation insurance policies consistent with the requirements of this section. Failure to maintain insurance policies consistent with this section may be deemed a material breach of this Contract and grounds for immediate termination by the County or Department and denial of further work with the County. The Contractor must provide the County and Department with copies of its insurance certificates and endorsements in order for the Department to approve this Contract.

(*List any additional insurance policies or coverage amounts that the County requires the Contractor to carry beyond the policies or amounts listed above.*)

B. The Contractor's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

(3) The County and the Department will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County and the Department under this Contract shall not be limited by the insurance required in this Contract.

(4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty days prior written notice to the County and the Department.

43. Identification. All personnel involved with performance of work for the Contractor ☐ *are/* ☑ are not required to carry identification cards, which include a photograph of the individual and the Assessor's signature. All vehicles used by personnel ☐ *are/* ☑ are not required to be marked appropriately and registered with the County Sheriff's office, with local police departments located within the County, and with the Assessor's office.

44. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

45. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions.

46. Copy of Contract. The County shall provide to the Department a copy of this Contract, including documentation of any performance bond, within seven days of its signing by the County and Contractor. The Contract does not take effect until it is signed by the Department.

47. Substantial Compliance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

48. Affirmation that Contract Language Has Not Been Altered. The parties affirm that they have not altered, modified, changed, or deleted the Department's Boilerplate contract clauses in any way, except where the contract explicitly permits the addition or modification of terms. Any alteration not explicitly permitted is void.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

In Witness Whereof, the Contractor and the County have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

By: _____
Printed Name: Shawn J. Low
Title: VP County Government Operations

Where applicable:

Attested By: Kelly E Low
Kelly E Low
President
Date: 10-23-2015

Auditor:

By: Michael L. Wood
Printed Name: Michael L. Wood
Title: Owen County Auditor
Date: 8/17/2015

Owen County Board of County Commissioners

By: _____ Date: 8/17/2015
Commissioner

By: _____ Date: 8/17/2015
Commissioner

By: _____ Date: 8/17/2015
Commissioner

The Department of Local Government Finance, pursuant to IC 6-1.1-4-17(a), approves the employment of the Contractor:

By: _____
Printed Name: Courtney L. Schaafsma
Title: Commissioner
Date: 12/1/15 **(Effective Date)**

LOW / OWEN COUNTY

Exhibit A - Work Plan

There are multiple phases to a successful Tax System Conversion which include the following:

Phase I – Pre-Conversion

- Conversion Data & Reports extract/export for initial review and test conversion(s) performed by Data Pit Stop and County Staff (with Low guidance) respectively.

- Initial End-User Customer interviews and questionnaires. These are critical as each County is unique. Will be conducted by the Low Conversion Team.

- Initial Training handling/conversion of data. The information derived will help determine any special circumstances, procedures, data formats, etc. that may affect the conversion and the conversion process. Most importantly, this will help establish conversion process expectations and projected milestones from both the end user's and our point of view. Initial short and long term Tax Cycle milestones will also be established for use when going live on the new system. Typically done as part of the Customer interview by the Low Conversion Team and questionnaire process to help familiarize all End Users with the system to the point of being able to effectively assist in the test conversion reviews as related to their individual areas of responsibility.

- Initial System set-up which includes any necessary hardware and software installs from servers to individual workstations performed by Low IT staff and local IT where applicable.

Phase II – Test Conversion(s)

- Utilizing the data and information from Phase I, test conversion(s) are run, reviewed and balanced by the Low Conversion Team. As soon as practical the Test Conversion will be presented in person by the Low Conversion Team to the customer for their review and analysis. This review process will also serve to function as a vital additional training period.

- As many data extracts and test conversions that need to be run to provide an accurate and complete as possible conversion will be run until all parties are satisfied. Additional data extracts are coordinated with Data Pit Stop and County Staff. All systems store data differently and each customer used that data, many times in a unique way, which can and will impact the quality and speed of the conversion process.

- It is important to note that the more time and effort the end users can and do provide for training in the system and checking the converted data, the less stressful and more accurate the conversion will be. The added advantage is this also results in speeding up the learning curve of adapting to a new system.

- A key element to the conversion process is the timing and ability to find, analyze and correct potential data problems BEFORE the final conversion is completed resulting in the cleanest data possible when going live. As the test conversions are run we will make the end users aware of any potential data issues that must be manually corrected by the County Staff prior to Final

Conversion. Where possible and practical the Low Conversion Team will do so programmatically as part of the conversion.

Phase III – Final Conversion

- Upon approval of the test conversion(s) by the appropriate County Officials a final data and report extract will be performed by Data Pit Stop and County Staff. At this time the current Tax System will be placed into a view only mode. No additional changes will be made to the existing Tax System from this point forward. Any work saved at this point will be used as part of the advanced individualized training once the system goes live.

- The final conversion will be run and balanced as quickly as practical by the Low Conversion Team and returned to the customer for final review, analysis and approval.

Phase IV – Go Live and on-going Support

- Upon signed approval by the appropriate County officials the system will be considered live and normal support will begin.

- As part of this Phase the more detailed and individualized on-site training begins between Low and county staff.

- Utilizing information from the preceding three phases short/long term tax cycle and system milestones will be established and monitored to ensure as smooth a first cycle on the WinTax System as possible. This includes Low Support personnel on-site for the most critical functions (AV Interface, Calc, Abstract, Billing, Settlement, etc.) as well as for any specialized training.

GENERAL TERMS AND CONDITIONS

I. COMPENSATION

In consideration of the performance of such services as set forth in this Agreement, the Contractor will receive fees in the amounts set forth in the schedules attached. These fees are subject to change annually or as service changes. Fees for new service must be agreed to by both County and Contractor. The increase from the current fees will be limited to 2% above the Annual Cost of living. If current invoices are paid more the sixty days late the limit will increase to 3% above the Annual Cost of living.

II. PAYMENT

The attached schedules A, B, and C, respectively, incorporate the terms of payment and billing under this Contract for the respective services described therein. Service invoices include a discount for payment within 45 days. Payments made after the 45 days do not qualify for an early payment discount. Invoices include both a standard rate as well as a discounted rate. Invoices paid after the 45 days must pay based on the standard rates.

III. TERM OF WORK PLAN AND SCHEDULES

The initial Agreement shall become effective upon the acceptance and signature of Agreement by the Contractor, the County and the DLGF.

IV. SCHEDULE OF FEES

The attached schedules B and C are subject to change annually. It is intended that while the schedule(s) would change periodically, the Work Plan will remain in effect until terminated or amended. Proposed schedule changes will be submitted by June 1st for the subsequent agreement term. The County agrees to make a good faith effort to determine whether it will accept Contractor's proposed changes by July 31st following their submission.

V. LIFE EXPECTANCY

County understands, acknowledges and agrees that the technology upon which computer equipment and software is built, changes very rapidly. Contractor makes no representations that the software products identified in the Agreement will be functional for the County indefinitely. Future resources may be necessary which include, but are not limited to, additional disk storage and memory, as well as workstations/servers and third party software upgrades. The product provided the County hereunder will continue to be functional throughout the term of the then current agreement.

VI. LIABILITY

Contractor shall not be liable for: Damages (regardless of their nature) for any delay or failure by Contractor to perform its obligations under this Agreement due to any cause beyond its reasonable control.

VII. 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.

VIII. NON-SOLICITATION COUNTY

For the duration of this Agreement and for the period of two (2) years following termination hereof, County shall not directly or indirectly recruit or attempt to recruit any employee or agent of Contractor or otherwise initiate any offer or promise of employment with any employee or agent of Contractor without the prior written consent of Contractor. If permission is granted by Contractor to County and an employee or agent of Contractor is employed by County any time prior to the termination of this Agreement or the two (2) year period thereafter, then County shall pay a fee to Contractor in the amount of two (2) times the annual salary of such employee or agent for the period in which such employee or agent is employed by County.

IX. NON-SOLICITATION CONTRACTOR

For the duration of this Agreement and for the period of two (2) years following termination hereof, Contractor shall not directly or indirectly recruit or attempt to recruit any employee or agent of County or otherwise initiate any offer or promise of employment with any employee or agent of County without the prior written consent of County. If permission is granted by County to Contractor and an employee or agent of County is employed by Contractor any time prior to the termination of this Agreement or the two (2) year period thereafter, then Contractor shall pay a fee to County in the amount of two (2) times the annual salary of such employee or agent for the period in which such employee or agent is employed by Contractor. Contractor has Employee Agreement prohibiting such activities without prior written consent.

X.COUNTY RESPONSIBILITIES

County shall provide the Contractor a conversion file in the required layout from the current software vendor unless other conversion arrangements have been agreed upon by both County and Contractor.

County shall create and maintain timely, accurate and readable electronic backups of all data, program and system files. Contractor shall not be responsible for data lost due to County's failure to maintain proper backups. Contractor shall not be responsible for data, which cannot be retrieved due to damage or faulty backup media or other circumstance beyond reasonable control.

County shall provide and maintain an outside connection to facilitate remote support services. This connection shall be installed prior to equipment/software installation.

XI. CONTRACTOR RESPONSIBILITIES

Contractor shall provide support services for the licensed software identified on the attached Schedules. Such services shall include troubleshooting, technical analysis, problem diagnosis and procedural assistance. Contractor shall provide all such services via telephone or on-site contact with County and/or remote access into County's computer system.

Contractor shall be responsible for using due diligence to attempt to correct or cure any verifiable and reproducible defect in a program product by issuing corrected instructions, a restriction, a bypass or procedural work around or a new release. Contractor shall not be responsible for correcting any Defect in any version of the program product other than the most recent version/release of the program product.

From time to time, Contractor may develop a completely new version of a program product as reasonably necessary. Said version would typically incorporate the use of new technologies as well as the addition of significant functional enhancements. This may also include substantial modifications that become necessary because of changes in legislation and/or administrative rule. New versions may require the County to pay reasonable additional license fees as determined by Contractor. In such event, Contractor shall continue to support the current version of the program product for a reasonable period.

The Contractor will safeguard any materials, equipment and information provided by the County including 3rd party software products, during the term of this Agreement in a manner prescribed by the County. In lieu of specific guidance from the County, the Contractor will comply with applicable state laws, rules, ordinances and regulations to prevent unauthorized disclosure of County information.

XII. INTERNET ACCESS

Contractor shall not be liable except for loss or damage caused solely by the negligence or intentional acts of the Contractor its employee's agents and representatives. County hereby assumes the risk of and shall indemnify and hold harmless the Contractor from and against any claim, loss, damage or expense, either direct or indirect, incurred, made or suffered by County in connection with or in any way arising out of County's use of the Internet, including, but not limited to, any occurrences of (a) unauthorized access by any party (hacking) into any of County's equipment, software or databases and (b) computer viruses downloaded to or found to exist on County's equipment, software or databases, except under circumstances in which the aforementioned risk/harm was directly caused by non-compliance with County prescribed safeguards, or by reason of Contractor's acts or omissions in providing the services under this Contract or other intentional act(s).

In the event County experiences problems associated with or caused by instances of hacking and/or computer viruses and requests Contractor's technical assistance, Contractor shall provide such assistance at its then standard rates, plus travel expenses, except as covered by technical agreements already in place. No costs shall be incurred by the County in the event that the Contractor is responsible.

XIII. GENERAL

Service coverage is 7:30 a.m. to 4:30 p.m. South Bend time, Monday through Friday, excluding Holidays. Special Support if necessary can be scheduled. Emergency or unscheduled support (All support NOT Monday through Friday between 7:30am and 4:30pm South Bend Indiana time) could be billed at the then current Level 1 Technical Services/Support Agreement rate plus expenses with a four (4) hour minimum.

The Contractor shall activate an escalation plan to involve the necessary technical resources in the event of extraordinary circumstances. In certain situations a problem may require special effort to return the system, to normal operation, i.e., reloading of system and/or application software, restoration of data files, etc. In such cases it may be necessary to secure the onsite services of a Contractor technician. These services will be provided and billed to the county Technical Services Account. Expenses incurred by the Contractor to resolve software error/defects in the program product will be paid for by the Contractor.

Contractor shall have no responsibility or liability with respect to any problems associated in any way with County's installation and/or use of any equipment, system or application software purchased by County from another vendor. County acknowledges that its use of such products may adversely affect the operation of those products supplied by Contractor. In such event Contractor will provide it best efforts to identify and if practical to resolve the problem. These services will be provided and charged per the county Technical Services Account.

In the event the terms and conditions of this Exhibit A conflict with any terms and conditions of the Prescribed Contract for Computer Software, Services and Equipment to which this Exhibit is attached, the terms of the Prescribed Contract for Computer Software, Services and Equipment shall control.

APPLICATION SOFTWARE

I. DELIVERABLES

During the term of Agreement the Contractor does hereby grant and County accepts personal, nontransferable and nonexclusive perpetual right and license to use the application software identified on the attached Schedules.

II. OWNERSHIP/CONFIDENTIALITY

County acknowledges that the program products, including all underlying intellectual property rights, are and shall remain the exclusive property of Contractor and that Contractor holds the copyright interests therein, the program products being treated as unpublished works. County further acknowledges that the program products incorporate trade secrets and confidential information of Contractor, and County shall hold the trade secrets and confidential information in trust and shall not disclose, publish, release, transfer or otherwise make available any program products, in any form, to any person other than an employee of County or Contractor without the prior written consent of Contractor, except during the period any such person is on County's premises for purposes specifically related to County's use of the program products. County shall take all reasonable steps to insure that its employees comply with the terms of the provision. County shall not allow the Contractor's program products to enter the public domain.

The program products shall be used only for the processing of County's own transactions and maintaining its own records. County shall not: (a) permit any third party to use the program products or the related documentation without prior written consent of Contractor, or (b) permit access thereto except by its employees, individuals hired by County, and/or associated government agencies as required to carry out duties the ordinary and normal course of business.

County shall have the right to copy the program products for backup and archival purposes only. County shall not remove any copyright, trademark, proprietary legends, or legal or warning notices included on or embedded in any program products. All copies made by County shall be the property of Contractor.

III. OWNERSHIP OF DATA.

All data that is entered into stored or generated by the Tax Billing and Receipting System is the sole property of the County and the department. The Contractor retains no ownership or other interest in the data.

IV. DATABASE MANAGEMENT SOFTWARE

County will purchase the third party's Database Management Software that the program product uses and will abide by the licensing agreement provided.

V. LOW SOFTWARE LICENSE AGREEMENT

IMPORTANT: By loading and using this software, you agree to all of the terms of this Agreement. Do not load this software until you have carefully read and agreed to the following terms and conditions. If you do not agree to the terms of this Agreement, do not install or use this software.

LICENSE: Contractor grants County the following non-exclusive, non-transferable, royalty-free, copyright license subject to the terms of this Agreement. Contractor grants you the right to copy the software and materials ("Materials") onto a computer for your use. You will not use copies in excess of your purchase agreement, and further, you will not copy, modify, see or transfer any part of the materials except as provided in this Agreement. You will not reverse engineer, recompile, or disassemble the software.

VI. OWNERSHIP AND COPYRIGHT OF MATERIAL:

Title to the Materials and all copies there of remains with Contractor or its suppliers. The Materials are copyrighted and are protected by United States copyright laws and international treaty provisions. You will not remove the copyright notice from the Materials. Except as expressly provided herein, Contractor does not grant any express or implied right to you under Contractor patents, copyrights, trademarks, or trade secret information.

Owen County
SCHEDULE OF FEES A
Software License Property Tax System

Terms of Agreement: **One time cost**

(Software license requires an Annual Maintenance/License Fee)

Base Software License	**$129,000**
Data Base Software	**$1,200**
Early Commitment Discount	**($20,000)**
Total Due	**$110,200**

After the installation of the Software and data for the live conversion, the software invoice will be issued. Payment will be due 45 days after the billing date.

Property Tax and Billing System

Property Tax System
Network Version (Unlimited Users)
Real Estate Assessed Value Interface
Mobile Home Assessed Value Interface
Personal Property Assessed Value Interface
OCR Line for Lock Box Processing
Property Projects
Auditor's 2003A Data Export
Tax History Retention
Cash Sheet
Lock Box Processing
Remote Connection Software

The Software proposed requires properly configured Network Hardware. For equipment requirements, see: www.lllow.com. Low Associates can supply all of the necessary equipment, including preparation and installation needs.

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES:
LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR INDIRECT.

OWEN COUNTY
SCHEDULE OF FEES B
Technical Service/Support Agreement Property Tax System

Terms of Agreement: **September 1, 2015 through December 31, 2016**

Technical Services (Non-Discount)	**$209,120**
Potential Discount (See Terms, below)	**($41,580)**
Discounted Rate:	**$ 167,540**

The County may pay the Discounted Rate described in this Schedule so long as payment is made within forty-five (45) days after it is billed to the County.

If, however, the County fails to pay within 45 days after it is billed, then the County shall pay the Technical Services (Non-Discount) amount.

The technical Services Fees listed above will include:

Software Conversion, Training, Hardware Installation and Setup, and well as Contingency time in the amount of 990 Hours for a cost of $95,040. Data Pit Stop fee of $50,000. And additional 3 years of History Conversion fee of $22,500.

Contractor will pay Data-Pit-Stop.

Technical Service/Support to be provided includes but is not limited to:

Data Conversion (See Work Plan)
Training on Licensed Software and related Software
Staff Development and retraining on any software as requested
Hardware Installation and Setup
Installation of Application Software
Installation of Data Base Software
Installation of other Software as required
Consulting and planning as requested by Authorized personnel.
Staff assigned as required.
Travel expenses; Time, mileage, lodging and per diem

Technical Services will be reviewed and a new fee established on an annual basis. The fee presented above is a first year fee which includes significant startup expenses (i.e. conversion, initial training on Windows applications, etc.). **Year-end balances of annual Technical Services, will be carried forward.**

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES:
LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR INDIRECT.

OWEN COUNTY
SCHEDULE OF FEES C
Annual Maintenance/License Fee Property Tax System

Terms of Agreement: **January 1, 2015 through December 31, 2015**

Software Maintenance / License	**$41,496 annual fee**
Discount for Early Payment	**$5,412h**
Software Maintenance / License	**$36,084 discounted fee**

After the installation of the Software and data for the live conversion, the software maintenance invoice will be issued. Payment will be due 45 days after the billing date.

The first year will be prorated and billing will begin the first month following installation. Annual discounted fee based on a bi-annual payments. Made within 45 days of billing (approximately January 31 and July 31). If not paid within the 45days, the full amount is due.

Software Designed, Authored And Licensed By Low Associates

Software maintenance/support shall include individual program additions or changes which correct program failure, enhance program performance and/or improve presentation.

Property Tax System
Network Version (Unlimited Users)
Real Estate Assessed Value Interface
Mobile Home Assessed Value Interface
Personal Property Assessed Value Interface
OCR Line for Lock Box Processing
Property Projects
Auditor's 2003A Data Export
Tax History Retention
Cash Sheet
Lock Box Processing
Remote Connection Software

License of Software above allows for a single installation except as noted

Annual Maintenance Fee includes support questions regarding the application software via our software support phone number, or application software trouble-shooting and resolution via a modem. If appropriate, application software support may also be provided via the internet, mail, or email. The annual Maintenance Fee also includes software updates necessary to correct software defects or periodic software updates for enhancements to the application software provided by Low. All Low software products are subject to continued revisions. Any services not covered by the Annual Maintenance/License Fee can be provided through the use of the Technical Service/Support Agreement.

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES:
LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR INDIRECT.

products are subject to continued revisions. Any services not covered by the Annual Maintenance/License Fee can be provided through the use of the Technical Service/Support Agreement.

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES:
LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR INDIRECT.

Signature Sheet

Low Associates Representative /Contractor

Printed Name: Shawn J Low

Title: VP County Government Operations

Signature, Shawn J. Low Dated: 8/12/15

Owen County Auditor

Printed Name: Michael L Wood

Signature, Michael L. Wood Dated: 8/3/2015

Owen County Treasurer

Printed Name: Diane Stutsman

Signature, Diane Stutsman Dated: 8-3-15

Owen County Board of County Commissioners

Printed Name: Marc Ruble

Signature, Marc Ruble Dated: 8/3/2015

Printed Name: Donnie Minnick

Signature, Donnie Minnick Dated: 8/3/2015

Printed Name: Anthony Voelker

Signature, Anthony Voelker Dated: 8/3/2015