Copy

FCO 2015-IV

Floyd County Board of Commissioners
Ordinance Creating the Department of Geographic Information Services

Whereas, the Floyd County Board of Commissioners met on March 3, 2015, on this matter pursuant to establishing the authority of the Floyd County Department of Geographic Information Services.

Whereas, the Floyd County Board of Commissioners established authority for the control and management of the County Geographic Information Services to the Floyd County Department of Geographic Information Services

Whereas, the Floyd County Board of Commissioners under the powers provided in Indiana Code 6-1.1-5-1 to authorize the County Surveyor to maintain the civil plats of the County as described herein;

NOW, THEREFORE,

BE IT ORDAINED, that the Floyd County Commissioners creates the Floyd County Department of Geographic Information Services.

Mar 3, 2015

BOARD OF COMMISSIONERS
OF THE COUNTY OF FLOYD

D. Mark Seabrook, President

Stephen A. Bush, Commissioner

Charles Freiberger, Commissioner

ATTEST:

Scott Clark, County Auditor

Section1.01 – Title, Purpose and General Provisions

This purpose of this ordinance is to create the Floyd County Department of Geographic Information Services. It also will define the scope and services to be provided by the department.

Section 1.02 – Definitions

Data Integration Plan – means a plan:

1. To integrate GIS data and framework data developed and maintained by different units of government into a Countywide coverage of framework data; and

2. That includes details for:
    a. An inventory of existing data;
    b. Stakeholder data requirements;
    c. Identification of data stewards;
    d. Data standards and schema, costs, work flow, data transfer mechanisms, update frequency, and maintenance;
    e. Identification of appropriate data sharing policies and mechanisms to facilitate data exchange

Electronic Map – means the copyrighted data provided by a public agency from an electronic geographic information system

Framework Data – means common electronic map information for a geographic area
The term includes the following:

1. Digital Orthophotography
2. Digital Cadaster
3. Public Land Survey System
4. Elevation
5. Geodetic Control
6. Governmental boundary units
7. Water features
8. Addresses
9. Streets
10. Other social-economic data and shape files
11. Public Infrastructure and Public Works Systems
12. Election boundaries
13. Any other electronic mapping that is not explicitly described as being exempt from this ordinance

Fund – the establishment of the Floyd County Department of Geographic Information Services Fund to collect all fees, grants, gifts or other money associated with the GIS services and GIS products of the department. The fund shall be established as a non-reverting fund.

GIS – Refers to Geographic Information Systems

GIS Working Group – an advisory committee of offices that provide data. Group shall be composed of the following offices to provide non-binding recommendations to the department and Commissioners. The Director of GIS shall serve as permanent chair of the Group.

1. County Surveyor or designatee
2. County Treasurer or designatee
3. County Assessor or designatee
4. County Auditor or designatee
5. (1) County Commissioner or designatee
6. County Director of Operations or designatee
7. Director of GIS

Section 1.03 – Responsibilities of Department

The Floyd County Department of Geographic Information Services shall be under the authority of the Floyd County Board of Commissioners. The Director of GIS shall report to the Floyd County Director of Operations. All employees of the Department are under the Floyd County Commissioners. The Floyd County Department of Geographic Information Services has the following responsibilities:

1. Function as the primary County GIS point of contact for communications and discussions with any and all federal, state and local governmental agencies, general public and vendors regarding GIS services and products

2. Prepares and Submitted a County Data Integration Plan for approval by the GIS Working Group and the Floyd County Board of Commissioners

3. Administrator for
    a. all County standards and policies relating to GIS;
    b. implementation of the County Data Integration Plan;
    c. budgetary control for all fees collected for GIS services and products
    d. publish an annual public report on GIS activities and services for Commissioners and GIS Working Group
    e. shall provide monthly reports regarding plats and numbering to Surveyor
    f. shall provide staffing for the quarterly meetings of the GIS Working Group
    g. all other duties required in the development and operation of the County GIS system

4. Facilitate GIS data cooperation between various stakeholders through the GIS Working Group
    a. The Working Group membership can be amended by a favorable recommendation of the Group to the Floyd County Board of Commissioners. The Floyd County Board of Commissioners shall have the final vote on the expansion or alteration of any rules of procedure or membership in relationship to the GIS Working Group.

5. Provide technical support for the public on matters of GIS

Section 1.04 Establishment of Fund

The Floyd County Department of Geographic Information Services Fund shall be established. The Fund shall be used to collect and distribute all fees associated with GIS services and products. The Floyd County Board of Commissioners have final approval on all budget and appropriations matters. The fund shall be a non-reverting fund.

The Fund shall fund the following purposes:

1. All administration duties associated with the services and products associated with GIS data and framework data

2. Capital outlays for computer equipment and programming associated with GIS data and framework data storage

3. Assistance for maintenance and operation of framework data for other county offices

4. Any projects that deemed to support and further the usage of GIS services and products for the benefit of the public good.

Section 1.05 Dissemination of GIS Data and Framework Data

From funds collected, the Department of Geographic Information Services and in consultation of the GIS working group shall do the following:

1. Ensure that there are adequate depositories of all GIS data and framework data obtained;

2. Acquire, publish, store and distribute GIS data and framework data through a public access system;

3. Integrate GIS data and framework data developed and maintained by offices into a County base map

4. Maintain a historic archive of GIS data, framework data and electronic maps

5. Provide assistance to government agencies regarding public access to GIS and framework data so that information is available to the public while confidentiality is protected for certain data from electronic maps

6. Develop and maintain Countywide framework data layers associated with Countywide base map or electronic map

7. Publish and distribute GIS data standards and County Data Integration Plan adopted under this ordinance.

Section 1.06 Designation of Responsibility for Civil Plats

Indiana code 6-1.1-5-1 allows the Floyd County Board of Commissioners to designate the County Surveyor as the office responsible to provide oversight regarding civil plats within the County.

The Board of County Commissioners hereby designate the County Surveyor responsible for providing the oversight of such activity. The Board of County Commissioners also will provide the services of the Department of GIS to conduct the day to day operation and maintenance of such records. The Board agrees to develop a memorandum of understanding in relationship to the platting activities with the County Surveyor office. This memorandum will outline the duties and responsibilities of the Department of GIS and County Surveyor, the reporting procedures required and the resolution process of outstanding issues regarding platting.

GEOGRAPHIC INFORMATION SERVICES AGREEMENT

THIS GEOGRAPHIC INFORMATION SERVICES AGREEMENT ("Agreement") is made and entered this 6th day of May, 2015, by and between **39 Degrees North, LLC** ("Consultant") and **Floyd County, Indiana** ("Client"). This Agreement shall be upon the recitals, terms and conditions hereafter contained.

RECITALS

WHEREAS, Consultant, among other things, has expertise and is engaged in the business of providing technology and technical support with respect to geographic information services ("GIS"), including but not limited to creation, set-up and maintenance of GIS programming, GIS web hosting, GIS software upgrades and other such services; and

WHEREAS, Client would like Consultant, as an independent contractor, to provide certain GIS technology and/or technical support as indicated in the Scope of Services, attached hereto and incorporated herein as **Exhibit A**;

NOW, THEREFORE, for good and valuable consideration, as further described in this Agreement, the sufficiency of which is acknowledged by the parties hereto, the parties hereto do agree as stated herein.

TERMS OF AGREEMENT

1. Scope of Services to be provided by Consultant. Subject to the terms and conditions of this Agreement, Consultant shall provide to Client the services described in the Scope of Services description attached hereto as Exhibit A.

2. Fees and Payment Terms. Consultant shall be entitled to the fees referenced herein (and elsewhere in this Agreement) upon the payment terms referenced herein:

   A. Fees for Scope of Services. In consideration of Consultant's services, as indicated in the Scope of Services, Client agrees to pay to Consultant the fees indicated in **Exhibit B** pursuant to the payment terms indicated in Exhibit B. Payment for such services shall be made by Client and to Consultant within thirty (30) days from the date that such services are invoiced by Consultant.

   B. Fees for Additional Services. Should Client request or require services from Consultant which are not included in the Scope of Services, Client agrees that such additional services, if an additional fee is not specifically agreed to as stated herein in Section Five (or elsewhere in this Agreement), shall be billed by Consultant and to Client at the hourly rate of One-Hundred Twenty Five Dollars ($125.00) per hour. Payment for any such additional services shall be made by Client and to Consultant within thirty (30) days from the date such additional services are invoiced by Consultant.

C. Fee Adjustment. If, as indicated in Exhibit A, Consultant's Scope of Services is to be provided, in whole or in part, on an ongoing annual basis, then the fee for any portion of services provided on an ongoing annual basis shall be subject to adjustment by Consultant on or before January 1 of each subsequent calendar year.

D. Late Payment. Failure of Client to make any payment due to Consultant or failure of Client to abide by the terms and conditions of this Agreement and its exhibits, may, at Consultant's sole discretion, result in any or all of the following:

(1) Forfeiture of Client's right to receive any support or continuing services from Consultant;
(2) Forfeiture of Client's right to access any web-based site hosted by Consultant as may be provided in the Scope of Services;
(3) Obligate Client to return to Consultant any software or other such applications provided by Consultant and not paid for in full by Client;
(4) Termination of this Agreement; and/or
(5) Entitle Consultant to any all legal or equitable remedies to which it may be entitled to enforce the obligations of Client pursuant to this Agreement.

F. Enforcement. In the event of the breach of this Agreement, the non-breaching party shall be entitled to reimbursement of its costs incurred as a result of said breach from the breaching party, including reasonable attorney fees and other legal costs (whether or not litigation is commenced), incurred by the non-breaching party in its efforts to enforce the terms and conditions of this Agreement.

3. Delivery of Services. Upon complete execution of this Agreement and any initial payment required by Client pursuant to Exhibit B, Consultant shall begin its work as defined in the Scope of Services. Consultant shall continue its work, through completion, in a diligent and expeditious manner subject to the terms and conditions of this Agreement and reasonable limitations such as force majeure, delivery of information by Client and to Consultant as may be required by Consultant to reasonably complete its Scope of Services, Client providing appropriate hardware and internet connections in good working order and other such factors outside the complete control of Consultant. Client agrees to reasonably cooperate with Consultant in Consultant's effort to complete it Scope of Services.

4. Client Contact. In an effort to facilitate the completion of Consultant's Scope of Services, Client agrees to designate a primary contact with whom Consultant may communicate and rely with respect to this Agreement. Said primary contact shall have the authority to transmit instruction on behalf of Client to Consultant, receive instruction from Consultant, authorize modifications to this Agreement, if necessary, and in all other reasonable manner act for and on behalf of Client. Said primary contact shall be:
NAME: Chris Moore TITLE: Coordinator, Floyd County Stormwater

5. Additional Services. If significant additional services are required or desired by Client, the Scope of Services may be revised or modified to include such significant additional services upon written change agreement executed by both Consultant and Client. A copy of the change agreement to be utilized in such event, is attached hereto as **Exhibit C.**

6. Term of Agreement. If, as indicated in Exhibit A, Consultant's Scope of Services is to be provided, in whole or in part, on an ongoing annual basis, then the term of this Agreement shall run from the date of this Agreement through December 31, 2017. Thereafter, this Agreement may be extended for successive three (3) year terms upon written mutual agreement. Notwithstanding the above, either party may terminate this Agreement by providing the other party with a ninety (90) day written notice of such termination. If any portion of Consultant's Scope of Services is not to be provided on an ongoing annual basis, then the term for such portion of Consultant's Scope of Services shall be for the amount of time reasonably required for Consultant to complete said services, consistent with Section Three above.

7. Termination for Cause. In the event that either party materially defaults in the performance of its obligations pursuant to this Agreement and does not substantially cure such default within thirty (30) days following written notice from the non-defaulting party specifying the default, then the non-defaulting party may, by giving final written notice to the defaulting party, terminate this Agreement as of the date specified in said notice of termination. Upon termination for any reason, other than a material breach by Consultant, Client will pay Consultant for all fees due and services provided by Consultant through the date of termination.

8. Warranty. Consultant warrants, for the benefit of Client only, that the services provided by Consultant pursuant to this Agreement on behalf of Client shall substantially conform to the terms and conditions contained in this Agreement, specifically the Scope of Services exhibit, when said services are properly used by Client. Consultant further warrants that the services provided by Consultant shall substantially conform, as stated above, for a period of one (1) year from the date of delivery but does not warrant or represent that said services will be free from interruption, from bugs or minor errors. In the event of such bugs or minor errors, Consultant will use its best efforts to promptly remedy any such bugs or minor errors. Likewise, Consultant will assist Client with the resolution of any warranty issues, without additional consideration to Consultant, during the warranty period. Consultant assumes no responsibility and shall have no liability for any such interruption. Client's sole and exclusive remedy for a breach of the foregoing warranty by Consultant shall be, at Consultant's option, to repair or replace the non-conforming services and/or the termination of this Agreement. Consultant shall have no liability or responsibility for any problem with Consultant's services caused by misuse, alteration or modification of said services by Client or problems arising out of malfunction of Client's equipment or other software and/or data not provided by Consultant.

9. Confidentiality Obligations. Client shall not disclose or disseminate any trade secrets embodied within any services and/or data provided by Consultant. Likewise, Consultant

will treat as proprietary any information belonging to Client, Client's affiliated companies or any third parties, disclosed to Consultant in the course of Consultant's services on behalf of Client. Upon completion of Consultant's services, Consultant shall return to Client all memoranda, notes, records, drawings, manuals, computer software and other documents or materials provided by Client and to Consultant in connection with this Agreement.

10. Use of Services. Client acknowledges that the technology utilized by Consultant to provide the services provided for herein is owned by Consultant and protected by proprietary rights. Client agrees to utilize the services provided by Consultant in the manner set forth herein and for no other purpose beyond the Scope of Services. In the event of such unauthorized use, Consultant reserves the right to revoke any license herein authorizing Client's use of the services provided by Consultant. Client shall not allow third parties, other than making Consultant's finished product available for public viewing, to use the services provided by Consultant, unless authorized by Consultant. Nothing under this Agreement shall be construed to give any right or benefits to any party other than Client and Consultant. Client agrees that it shall not be authorized to alter, modify or adapt the services, or any part thereof, provided by Consultant by attempting to translate, reverse-engineer, de-compile, disassemble or create derivative works from the services provided by Consultant.

11. Subscription Option by Client. Should Client choose to provide Consultant's enhanced services (as defined by Consultant) to third party users on a subscription basis, then certain terms and conditions shall be applicable to such subscription option as indicated herein. Certain basic services of Consultant (as defined by Consultant) shall remain available to third party users without the requirement of a fee-based subscription.

A. Subscription Agreement. Should Client choose to provide Consultant's enhanced services to third party users on a subscription basis then such third party subscribers shall execute a Subscription Agreement in substantial conformity with the Subscription Agreement attached hereto and incorporated herein as **Exhibit D** which Subscription Agreement will be an agreement between Client and the subscribers thereto. If Client does chose to implement this subscription option, then Client and Consultant agree to work cooperatively together to as reasonably necessary to implement and launch such fee based service.

B. Subscription Fees. Should Client choose to provide Consultant's enhanced services to third party users on a subscription basis, then certain subscription based fees shall be applicable. Generally, fees will be charged for subscriptions at annual, quarterly or monthly rates which fees will be received, processed and distributed by Consultant. Subscription fees, processing information and distribution information is more specifically described in **Exhibit E**, attached hereto and incorporated herein. Client, as Client may reasonably request, shall be entitled to access and view all of Consultant's payment and processing information as related to subscription payments contemplated in this Agreement.

C. Exemptions to Subscription Fees. Should Client choose to provide Consultant's enhanced services to third party users on a subscription basis, Client and Consultant agree that Client shall be entitled to a certain number of subscriptions, as identified on Exhibit E, exempt and free from any subscription payment obligation. Client shall provide Consultant with an initial list of users who shall be permitted to utilize Client's enhanced services which may be updated without any update fee on an annual basis. More frequent updates to Client's exempt user list shall be subject to update fees as described in Exhibit E.

12. Miscellaneous Terms and Provisions. The following miscellaneous terms and provisions shall be a part of this Agreement:

A. Consultant is an Independent Contractor. Consultant will furnish Consultant's services herein described as an independent contractor and not as an employee of Client or of any company affiliated with Client and nothing herein shall be deemed to cause this Agreement to create an agency, partnership or joint venture between the parties hereto.

B. Limitation of Liability. The cumulative liability of Consultant, for any claim for damages of any damage type (including, but not limited to actual, special, indirect, incidental, speculative, punitive or consequential damages), that might arise or be alleged against Consultant by Client as a result of this Agreement, shall in no instance, exceed the actual damages incurred by Client and proximately caused by Consultant as a result of Consultant's negligence.

C. Execution. The individuals signing this Agreement represent and acknowledge that they have the requisite authority to sign on behalf of the respective parties hereto. This Agreement can be executed in counterparts, each of which when taken as a whole, shall constitute one complete Agreement. This Agreement may be executed by facsimile and/or digital signature.

D. Governing Law. The parties hereto agree to make reasonable efforts to negotiate any disputes arising out of or related to this Agreement prior to seeking formal legal recourse. This Agreement shall be read, construed and interpreted pursuant to and accordance with the laws of the State of Indiana. Venue for any dispute arising in connection with this Agreement shall be the Floyd County Circuit or Superior Court, as applicable.

E. Assignment. The obligations incumbent upon either party to this Agreement cannot be assigned or delegated to a third party without the prior written consent of the other party to this Agreement.

F. Miscellaneous Termination. This Agreement shall terminate, without the requirement of further notice, in the following instances: (1) Upon the institution by or against either party for insolvency, receivership or bankruptcy proceedings or any proceedings for the settlement of such party's debts; (2) Upon either party's making an assignment of this Agreement for the benefit of

creditors; or (3) Upon either party's dissolution or ceasing to do business, unless due to an assignment allowed hereunder.

G. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be modified only in writing when said writing is signed by the party sought to be bound.

H. Successors. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, transferees, successors and assigns as permitted by this Agreement.

I. Waiver. No delay or failure in exercising any right under this Agreement and no partial or single exercise of such right shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any provision of this Agreement shall constitute consent to any prior or subsequent breach.

J. Notices. All notices pertaining to this Agreement shall be in writing and addressed to the respective parties at the addresses set forth below, unless another address is subsequently designated in writing, and shall be delivered by hand or by registered or certified mail, return receipt requested, postage prepaid.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

CONSULTANT

39 Degrees North, LLC

By: _____
Chris Walls, Managing Member

Notice Address:
PO BOX 1937
Bloomington, IN 47404

CLIENT

_____
Formal Name of Client

By: _____
Title: Commissioner

_____
Date

By: _____
Title: Commissioner

5-6-15
Date

By: _____
Title: Commissioner

5-6-15
Date

Attested: _____
Title: Auditor

5-6-15
Date

Notice Address:

_____

_____

_____

EXHIBIT E
SUBSCRIPTION FEE SCHEDULE

THIS SUBSCRIPTION FEE SCHEDULE is made and entered this 6th day of May, 2015, by and between **39 Degrees North, LLC** ("Consultant") and **Floyd County, Indiana** ("Client"). This Subscription Fee Schedule shall be upon the recitals, terms and conditions hereafter contained.

RECITALS

WHEREAS, Consultant and Client have entered into a Geographic Information Services Agreement ("Agreement") of even date herewith, which Agreement gives client the right to charge users for the use and ability to access enhanced GIS information; and

WHEREAS, the subscription based services option will provide for certain subscription fees to be paid by respective Subscribers and certain other fees such as update fees associated with possible updates to users of the enhanced GIS information exempt and free from any subscription payment obligation;

NOW, THEREFORE, for good and valuable consideration, as further described in the Agreement and in this Subscription Fee Schedule, the sufficiency of which is acknowledged by the parties hereto, the parties hereto do agree as stated herein.

TERMS OF AGREEMENT

1. Exempt Subscriptions. Consultant and Client acknowledge and agree that Client shall have the right to assign unlimited Floyd County personnel having "xxxxx"@floydcounty.in.gov email accounts for enhanced GIS information access without the requirement or necessity of a subscription fee. Client will identify all such users to Consultant in the form and manner as directed by Consultant.

2. Exempt Subscription Updates. Consultant will, based on information provided by Client in a form and manner as directed by Consultant, cause the initial list of exempt accounts to be assembled and activated without any additional fee. In addition, Consultant will, on an annual basis, based on information provided by Client in a form and manner as directed by Consultant, cause the annual updates to be made to the list of exempt accounts without any additional fee. Should Client desire monthly updates of the exempt accounts list, Client agrees to pay Consultant the monthly fee of $0.00 per month for such service. Should Client desire quarterly updates of the exempt accounts list, Client agrees to pay Consultant the quarterly fee of $0.00 per quarter for such service. Should Client desire bi-annual updates of the exempt accounts list, Client agrees to pay Consultant the bi-annual fee of $0.00 bi-annually for such service. Unless otherwise mutually agreed, Client agrees to pay Consultant on a "net 30" basis for said update services.

3. Subscription Fees. Client will charge its enhanced GIS service subscribers a subscription fee based on the type of subscription chosen by each such subscriber. Monthly subscribers will be charged a fee of $15.00 per month. Quarterly subscribers will be charged a fee of $40.00 per quarter. Annual subscribers will be charged a fee of $125.00 per year.

4. Subscription Fee Collection and Remitance. Consultant shall receive, process and remit to Client, Client's portion of the subscription fees collected on a monthly, quarterly or annual basis, as chosen and directed by Client. Consultant shall be entitled to retain $5.00 of each monthly subscription fee received, $10.00 of each quarterly subscription fee received and $20.00 of each annual subscription fee received as consideration for its previous and ongoing work and service to implement and maintain the subscription based system. In addition, Consultant shall deduct the Stripe (or other credit card processor) fees charged for credit card processing for each credit card transaction from any subscription remittance due from Consultant to Client. Client shall receive the remaining balance from subscriptions after deduction of Consultant's processing fee and the Stripe (or other credit card processor) credit card processing fee.

5. Remittance Fees. Consultant will not charge a remittance fee should Client chose annual remittance from Client. Should Client desire monthly remittance, Client agrees to pay Consultant the monthly remittance fee of $285.00 per month for such remittance service. Should Client desire quarterly remittance, Client agrees to pay Consultant the quarterly remittance fee of $285.00 per quarter for such remittance service.

6. Consultant's Subscription Payment Records. Client, as Client may reasonably request, shall be entitled to access and view all of Consultant's subscription payment and processing information as related to subscription payments contemplated in this Agreement.

7. Miscellaneous Terms and Provisions. The following miscellaneous terms and provisions shall be a part of this Subscription Fee Schedule:

   A. Consultant is an Independent Contractor. Consultant will furnish Consultant's services herein described as an independent contractor and not as an employee of Client or of any company affiliated with Client and nothing herein shall be deemed to cause this relationship to create an agency, partnership or joint venture between the parties hereto.

   B. Limitation of Liability. The cumulative liability of Consultant, for any claim for damages of any damage type (including, but not limited to actual, special, indirect, incidental, speculative, punitive or consequential damages), that might arise or be alleged against Consultant by Client as a result of this Subscription Fee Schedule, shall in no instance, exceed the actual damages incurred by Client and proximately caused by Consultant as a result of Consultant's negligence.

   C. Execution. The individuals signing this Subscription Fee Schedule represent and acknowledge that they have the requisite authority to sign on behalf of the respective parties hereto. This Subscription Fee Schedule can be executed in

counterparts, each of which when taken as a whole, shall constitute one complete agreement. This Subscription Fee Schedule may be executed by facsimile and/or digital signature.

D. Governing Law. The parties hereto agree to make reasonable efforts to negotiate any disputes arising out of or related to this Subscription Fee Schedule prior to seeking formal legal recourse. This Subscription Fee Schedule shall be read, construed and interpreted pursuant to and accordance with the laws of the State of Indiana. Venue for any dispute arising in connection with this Subscription Fee Schedule shall be the Floyd County Circuit or Superior Court, as applicable.

E. Assignment. The obligations incumbent upon either party to this Subscription Fee Schedule cannot be assigned or delegated to a third party without the prior written consent of the other party to this Subscription Fee Schedule.

F. Successors. This Subscription Fee Schedule shall be binding upon and inure to the benefit of the parties, their legal representatives, transferees, successors and assigns.

G. Waiver. No delay or failure in exercising any right under this Subscription Fee Schedule and no partial or single exercise of such right shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any provision of this Subscription Fee Schedule shall constitute consent to any prior or subsequent breach.

H. Notices. All notices pertaining to this Subscription Fee Schedule shall be in writing and addressed to the respective parties at the addresses set forth below, unless another address is subsequently designated in writing, and shall be delivered by hand or by registered or certified mail, return receipt requested, postage prepaid.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

CONSULTANT

39 Degrees North, LLC

By: _____
Chris Walls, Managing Member

Notice Address:
PO BOX 1937
Bloomington, IN 47404

CLIENT

_____
Formal Name of Client

By: _____
Title: Commissioner

_____
Date

By: _____
Title: Commissioner

5-6-15
Date

By: _____
Title: Commissioner

5-6-15
Date

Attested: _____
Title: Auditor

5-6-15
Date

Notice Address:

_____

_____

_____

EXHIBIT D
GEOGRAPHIC INFORMATION SERVICES SUBSCRIPTION AGREEMENT

THIS GEOGRAPHIC INFORMATION SERVICES SUBSCRIPTION AGREEMENT ("Agreement") made, entered and effective as of the date indicated herein is by and between the undersigned ("Subscriber") and **Floyd County, Indiana** ("County"). This Agreement shall be upon the recitals, terms and conditions hereafter contained.

RECITALS

WHEREAS, County, provides access to its online geographic information services ("GIS") website which access shall include free access to basic GIS information and subscription access to enhanced GIS information; and

WHEREAS, Subscriber desires to have access to County's enhanced GIS information by subscribing thereto pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, as further described in this Agreement, the sufficiency of which is acknowledged by the parties hereto, the parties hereto do agree as stated herein.

TERMS OF AGREEMENT

1. Subscription. The County grants to Subscriber a non-exclusive, non-transferable subscription to access and utilize the County's enhanced online GIS information service subject to the terms and conditions of this Agreement.

2. Subscription Fee. Upon receipt of the subscription fee, at the rate and per the terms described in the Subscription Fee Schedule, the County will assign the Subscriber a username and a password that will remain valid for the term of the Agreement and so long as the Subscription Fee shall not lapse for any reason. Subscriber agrees not to share Subscriber's username and/or password with any other person and acknowledges it is the intent of the County that only one Subscriber shall be intended to use said username and/or password. Should this Agreement lapse, then it may be necessary for Subscriber to complete a new Agreement for future access to the County's enhanced online GIS information. No refunds will be issued for any subscription that may be terminated early by Subscriber or due to Subscriber's misuse of the Subscription.

3. Term. This Agreement shall commence upon its execution and payment of the Subscription Fee and shall continue until terminated and automatically renew on a monthly, quarterly or annual basis as the Subscriber shall choose. Either party may terminate this Agreement at any time but no refunds shall be issued for any subscription that may be terminated early by Subscriber or due to Subscriber's misuse of the Subscription. The County may terminate this Agreement immediately in the event of Subscriber's misuse of the Subscription as the County may determine, in its sole

discretion. Upon the termination of this subscription, all rights of the Subscriber arising as a result of this Agreement shall cease and terminate.

4. Use of Enhanced GIS Services by Subscriber. Use of Subscriber's subscription to County's enhanced online GIS information service is intended for the private use of Subscriber and may be used by Subscriber on only one device under the control of Subscriber at any given time. This subscription shall not be assigned, sublicensed or otherwise transferred by the Subscriber without the prior written consent of the County.

5. Delivery of Services and Ownership. Upon complete execution of this Agreement and payment of the applicable Subscription Fee, Subscriber shall be entitled to use and access the County's enhanced online GIS information service per the terms and conditions of this Agreement. Subscriber shall acquire no right, title or interest in or to the enhanced online GIS information service nor shall any such right transfer to Subscriber.

6. Warranty and Disclaimer. The County offers no warranty of any kind with respect to its enhanced online GIS information service, whether express, implied or otherwise, nor does the County offer any warranties of merchantability or fitness for a particular use or purpose with respect to its enhanced online GIS information service. Likewise, the County does not warrant that the functions contained in or associated with its enhanced online GIS information service will meet the specific requirements of Subscriber or that the operation of the County's enhanced online GIS information service will be uninterrupted or error free. Subscriber understands and acknowledges that the data contained in the County's enhanced online GIS information service is subject to constant change, modification and update and its accuracy cannot be guaranteed. As such, Subscriber accepts the County's enhanced online GIS information service "AS IS."

7. Liability of County. In no event shall the County or the County's GIS contractor, 39 Degrees North, LLC be liable for loss or damages of any kind or nature, including but not limited to direct damages, indirect damages, consequential damages, incidental damage, special damages or any other type or kind of damage which may result from Subscriber's use of the County's enhanced online GIS information service. This limitation of loss and damages shall be applicable regardless of the form of any threatened or actual action, whether such action is contractual-based, tort-based, equity-based or otherwise. Subscriber shall indemnify and hold County and 39 Degrees North, LLC harmless (including their respective officers, employees and agents) from any and all claims, actions, damages or injuries of any kind and nature whatsoever arising directly or indirectly as a result of this Agreement or in any way associated with this Agreement.

8. Miscellaneous Terms and Provisions. The following miscellaneous terms and provisions shall be a part of this Agreement:

   A. Governing Law. The parties hereto agree to make reasonable efforts to negotiate any disputes arising out of or related to this Agreement prior to seeking formal legal recourse. This Agreement shall be read, construed and

interpreted pursuant to and accordance with the laws of the State of Indiana. Venue for any dispute arising in connection with this Agreement shall be the Floyd County Circuit or Superior Court, as applicable.

B. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be modified only in writing when said writing is signed by the party sought to be bound.

C. Waiver. No delay or failure in exercising any right under this Agreement and no partial or single exercise of such right shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any provision of this Agreement shall constitute consent to any prior or subsequent breach.

FLOYD COUNTY, INDIANA	SUBSCRIBER
By: [signature]	_____
Position/Title: PRESIDENT/COMMISSIONER	Printed Name: _____
Date: 5/6/2015	Date: _____