

# Enhanced Access Subscription Agreement

Pursuant to IC 5-14-3-3.6 (c); THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Board of County Commissioners of Porter County, Indiana (the "Board") and the undersigned subscriber ("Subscriber")

## WITNESSES THAT:

WHEREAS the Board has installed a computer system for maintaining information concerning property tax assessment and collection and court case management and;

WHEREAS Subscriber wishes to obtain enhanced access to the System from Subscriber's own computer through the use of the Internet, and whereas the Board is willing to grant Subscriber such access to the System upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

## 1. THE SYSTEM

1.1 **Access to System.** The Board agrees to provide Subscriber with a minimum of forty (40) hours of access to the System each week of each month during the term hereof; with exception to certain scheduled outages which Subscriber shall be notified in writing or via email twenty-four (24) hours prior; and with exception to unforeseen outages due to possible system or communication failures.

1.2 **Screens and Inquiry Functions.** Subscriber will be provided access to all screens and inquiry functions which are provided at public access terminals from time to time. If Subscriber and the Board so agree, additional or different screens and inquiry functions may be provided to Subscribers with or without additional cost as necessary on a case by case basis.

## 2. PRICE, PAYMENT AND TERM

2.1 **Payment of Fees.** Subscriber agrees to pay the following fee: (a) enhanced access fee (subscription) of \$50 per month for the first user identifier and (b) if desired by Subscriber, additional user identifiers (concurrent with first) at a rate of \$25 per identifier. This fee encompasses the use of the user identifier by any or all employees or contractors of Subscriber as Subscriber designates regardless of number of employees or location. All fees are due on or before the first business day of each month and must be accompanied by the appropriate monthly payment coupon provided by Board on a yearly basis. Fee is subject to change with 90 day written notice if increased.

2.2 **Termination.** This Agreement shall remain intact upon signing until either Board or Subscriber terminates by submitting written intent to terminate upon thirty (30) days notice. Board and Subscriber retain the right to terminate agreement at any time for any reason.

### 3. **RIGHTS AND OBLIGATIONS**

3.1 **Subscriber Responsibilities.** Subscriber shall at its own expense obtain its own computer equipment, software, internet access account, and technical assistance necessary to obtain access to the System. The equipment and software specifications for access to the System are set forth on the attached Exhibit A.

3.2 **Availability and Contents.** The Board makes no representation or warranty that the System will meet the Subscriber's needs or that the System will be operational at all times. The Board will take every precaution possible to insure the validity of the data on the System; however, the Board must be held harmless in the event of invalid data at the time of inquiry.

3.3 **Subscriber Default.** If Subscriber fails to pay subscription fees when due, the board may cancel Subscriber's subscription immediately. Board reserves the right to collect a months subscription fee in advance in the event Subscriber wishes to re-subscribe after being cancelled.

3.4 **Board Obligation.** The Board shall supply the proper URL address for accessing the System as well as a brief training session, lasting less than one (1) hour total for as many people as the subscriber wishes. The Board shall assign a USER CODE at the time of installation. The Board will also assign each USER CODE a separate and unique password. It is the obligation of the Subscriber to not divulge this USER CODE and password to anyone outside it's agency who is not authorized to access the System on the agency's behalf.

3.5 **Board Default.** In the event the Board fails to fulfill any of its obligations under this Agreement, Subscriber may by written notice to the Board, cancel and terminate its obligations under this Agreement provided (a) such notice specifies the nature of the inadequacy of the service and (b) the Board is given a reasonable time of not less than thirty (30) days to remedy the breach or provide alternate methods for access.

### 4. **GENERAL**

4.1 **Entire Agreement.** Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by the terms and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to the subject matter of this Agreement. The Agreement may not be modified or altered except by a written instrument duly executed by both parties.

4.2 **Governing Law.** This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Indiana.

4.3 **Enforceability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

4.4 **Assignment.** This Agreement and the rights and duties hereunder shall not be assigned by the parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the date and year first written above by their duly authorized representatives.

**BOARD OF COUNTY COMMISSIONERS  
OF PORTER COUNTY, INDIANA**

**SUBSCRIBER:**

By: \_\_\_\_\_  
Carole Knoblock

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Robert P. Harper

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
John A. Evans

\_\_\_\_\_  
City, State, Zip Code

**ATTEST:**

\_\_\_\_\_  
Telephone

By: \_\_\_\_\_  
Auditor of Porter County

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Contact Person(s) \*

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\* Please note that should you forget your user name or password, the Porter County Government ITS Department will only assist the contact person(s) listed above.

# EXHIBIT A

## Required Equipment and Software for Subscriber

1. A computer running Windows 9X or higher with access to the internet.
2. Browser software. This can be MS Internet Explorer, Firefox or Netscape. Other browser software may or may not work.

NOTE: If Subscriber desires the ability to print the data shown on the screen; currently only MS Internet Explorer Version 4.0 or later has this capability with certain options setup, with MS Internet Explorer Version 7 recommended. Instructions for setup can be obtained by clicking on the link at the bottom of the web applet page. Currently, Netscape does not have the capability of printing complete screens. If it is discovered that subsequent versions do have this support; Subscriber will be notified in writing as to compatible versions and setup instructions.

3. Both of the above mentioned requirements must be acquired by Subscriber at Subscriber's expense.

## Optional Software for Subscriber

Any software capable of running 5250 emulation utilizing a telnet connection. Use of this type of software makes viewing and printing much easier and more user friendly; but is not required. Porter County Government currently uses Mocha and can assist with installation and configuration if this product is chosen. For information including technical specifications and pricing for Mocha please visit [www.mochasoft.dk](http://www.mochasoft.dk). Free "unlicensed" versions are available for download from this site for evaluation purposes.

## Billing and Payment

Porter County Government does not bill monthly for enhanced access services, but rather provides a link on the Porter County Government web site where Subscriber may view and print payment coupons. Adobe Acrobat Reader (free software available at <http://www.adobe.com>) is required to print coupons. Payment should be mailed to:

Porter County Government  
155 Indiana Avenue, Suite 107  
Valparaiso, Indiana 46383

Checks should be made payable to: **Porter County Treasurer**. At this time debit cards and credit cards are not accepted for enhanced access payments.