
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Town of Webster, New York**, whose place of business is 1000 Ridge Road, Webster, NY 14580 ("CLIENT").

NOTE: This Agreement replaces previous agreements between Systems Development Group (SDG) and the CLIENT for the IMO and related solutions.

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. Image Mate Online / Beacon Portal

PROFESSIONAL will provide a publicly accessible (or restricted access if chosen) web-based property information portal featuring land assessment, taxation, CAMA, and digital map data utilizing existing real estate and GIS datasets provided to PROFESSIONAL by CLIENT. CLIENT's existing Image Mate Online (IMO) portal will be migrated to PROFESSIONAL's Beacon Portal. This site will include the following:

- a. Property ownership, location, valuation, recording, and tax information from CLIENT's property tax administration system RPSv4
- b. Detailed residential, commercial, and agricultural land and improvements information from CLIENT's CAMA real estate system RPSv4
- c. Property sales history from CLIENT's CAMA real estate system (if available).
- d. Property sketches (if available and provided by CLIENT in a web-friendly image file format).
- e. Property photos (if available and provided by CLIENT in a web-friendly image file format).
- f. Additional features are available to all real estate web site clients, including multiple search criteria, dynamic user help guides, CLIENT contact information, and user feedback forms.
- g. PROFESSIONAL will provide an automated routine to transfer data from CLIENT's local computer data sources to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.
- h. Additional components elected by CLIENT:

a) Account Management

This add-on will allow CLIENT's **Beacon** website administrator to manage user roles, permissions, and expiration of user accounts for subscriptions and internal staff users.

b) Comparable Search

PROFESSIONAL will add the Comparable Search Add-On feature to CLIENT's **Beacon** website. This feature will include modules that allow users to search for comparable properties based on data from CLIENT's existing real estate property and sales records.

c) Comparable Search Results Export

PROFESSIONAL will provide implementation services to deploy the **Beacon** Comparable Search Data Export module to CLIENT's existing **Beacon** website. This module will allow users to download a digital copy of the Comparable Search Results data in Microsoft Excel compatible .xls or .csv file formats.

Contents of the data export file will include the same data columns and records as are displayed on CLIENT's **Beacon** site's Comparable Results tab following the user's Comparable Search

d) **Comp Report Generator/ASAP Sales Analysis/Assessment Analysis**

PROFESSIONAL will add the Comp Report Generator to CLIENT's **Beacon** website. The Comparable Search Add-on for **Beacon** is also required for this functionality. Specific functionality for the Comp Report Generator includes the following:

- 1) **Report Initiation** – A module on the Parcel Report tab which presents an option for users to initiate a Comparable Properties Report.
 - a) After proceeding with the Report Initiation, the user is taken to the Comp Search tab.
 - b) The Comp Search form will display values from the selected property, and auto-set Comp Search criteria.
 - c) The Comp Search form will have search criteria pre-selected based on available Comp Search fields and CLIENT preferences.

e) **Document Access**

PROFESSIONAL will add document access report module(s) on CLIENT's **Beacon** site which will link to pre-rendered PDF files generated by CLIENT for each document. The filename of each PDF file must match values in associated map feature attribute data in order to match documents with map features in **Beacon**.

f) **EagleView ConnectView**

PROFESSIONAL will develop and maintain a new map tool for CLIENT's Beacon/qPublic.net website which will launch a view for display and navigation of CLIENT's oblique EagleView image data. This development will utilize CLIENT's EagleView ConnectView service hosted by EagleView. Pricing is offered at a reduced rate since CLIENT is an active Beacon/qPublic.net website customer. Pricing may be subject to change in the event of cancellation of CLIENT's existing Beacon/qPublic.net hosting agreement.

- g) **To be Developed** (note: features below may be added to the Core Beacon Portal product, added to an existing add-on module, or developed as a new add-on module. This final determination may affect the product description in future scopes of work, but will not change the price at contract signing):

- 1) **Feedback Form**
- 2) **Advanced Image Manager (AIM)**
- 3) **Image Capture**

B. **Portal Hosting and Maintenance**

PROFESSIONAL shall host and maintain of the above-described portal(s) for the term of this Agreement.

PROFESSIONAL's web data server environment is based in a cloud computing service residing in data centers managed by third-party hyper-scale cloud providers. Site improvements and modifications, including functionality enhancements to the core product may be made periodically. If CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of CLIENT. Certain onsite hardware and software configurations may require additional third-party software (not included in this Statement of Work). Services also include monitoring of PROFESSIONAL's web servers on a twenty-four/seven (24/7) basis; however, because of infrastructure issues beyond the control of PROFESSIONAL's staff, web services are not guaranteed to be available twenty-four) 24 hours per day, seven (7) days per week.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Product/Service

a. One-time Setup Cost:	**\$12,800 (waived)
Setup items:	
Core Setup:	Included
b. Annual Hosting:	\$2,995
Hosting items:	
Core Hosting:	Included
Account Management:	Included
Comparable Search:	Included
Comp Report Generator/ASAP Sales Analysis:	Included
Document Access:	Included
EagleView ConnectView:	Included
Advanced Image Manager (AIM):	Included
Feedback Form:	Included
<u>Image Capture:</u>	<u>Included</u>

***For the avoidance of doubt, the 2025 migration from IMO to Beacon is included in the waived one-time setup costs.*

B. Payment Schedule

Year 1	July 1, 2025 – December 31, 2025:	\$1,497.50
	Prorated to match CLIENT's fiscal year	
Year 2	January 1, 2026 – December 31, 2026:	\$2,995
Year 3	January 1, 2027 – December 31, 2027:	\$3,144

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termsofservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12)

month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to two hundred (200) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through May 31, 2025.

PROFESSIONAL:
Schneider Geospatial, LLC

By: _____

Print: Jeff Corns, GISP

Title: President & CEO

Date: _____

CLIENT:
Town of Webster, New York

By: _____

Print: _____

Title: _____

Date: _____