

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

EIGHTH RENEWAL TO RECORDS MANAGEMENT MASTER AGREEMENT

THIS EIGHTH RENEWAL ("8th Renewal") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Manatron, Inc., ("Manatron"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, County and Manatron previously executed a Master Agreement, Amendment 1 to the Subscription Agreement, Amendment 2 the Subscription Agreement, Renewal to HIPA Plus Hosting Agreement, and the Second Renewal to HIPA Plus Hosting Agreement, Third Renewal To Records Management Master Agreement, Fourth Renewal to Records Management Master Agreement, a Fifth Renewal, a Sixth Renewal, and a Seventh Renewal (collectively referred to as the “Agreement”) and incorporated fully by reference as if set forth verbatim; and

WHEREAS, County and Manatron now desire to renew the Agreement a eighth time, for a one (1) year term at the price of \$139,404.00, as described in Manatron's Invoice No. MANMN0003566 (dated June 22, 2023), attached hereto and incorporated fully by reference as Exhibit "1"; and

WHEREAS, Manatron is the sole source provider of the products and services described in Manatron's Invoice No. MANMN0003566 (Exhibit 1), as indicated by the letter attached hereto as Exhibit "2" and incorporated fully by reference; and

NOW THEREFORE, in consideration of the foregoing, the Agreement between the County and Manatron are hereby renewed amended as follows:

1. County shall renew the Agreement and the purchase the licenses and services described in Exhibit 1 at a total price of \$139,404.00. Manatron will provide license and services as described in the Agreement and in Exhibit 1.
2. The term of the Agreement is effective as of October 1, 2023, and shall expire no later than September 30, 2024, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties. The parties acknowledge and agree that services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.
3. Payment shall be made by County within thirty (30) days of receipt of invoices. Manatron may submit invoices electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. County will make quarterly payments to Manatron in the amount of \$34,851.10.
4. Manatron clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Thirty-Nine Thousand, Four Hundred Four and 00/100 dollars (\$139,404.00), specifically allocated to fully discharge any and all liabilities County may incur. Manatron

does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Manatron may become entitled to and the total maximum sum that County may become liable to pay to Manatron shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Thirty-Nine Thousand, Four Hundred Four and 00/100 dollars (\$139,404.00). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

5. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this 8th Renewal, County shall notify all necessary parties that the 8th Renewal shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.
6. Governing Law.
 - a. The laws of the State of Texas govern all disputes arising out of or relating to the Agreement and this Addendum. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Addendum and waive the right to sue or be sued elsewhere. Nothing in the Agreement and this Addendum shall be construed to waive the County's sovereign immunity. County does not agree to pay any and/or all attorney fees incurred by Manatron in any way associated with the Agreement.
7. Certain State Law Requirements for Contracts. The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Manatron hereby verifies that Manatron and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Manatron does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Manatron does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Manatron does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
8. The Agreement remains in full force and effect. If there is a conflict between this 8th Renewal and the Agreement, the provisions of this 8th Renewal shall prevail.

9. By execution of this 8th Renewal, the parties acknowledge that they have read and understood each provision, term and obligation contained in this 8th Renewal. This 8th Renewal, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
10. The parties to the Agreement and this 8th Renewal agree that the electronic and/or digital signatures of the parties included in the Agreement and this 8th Renewal are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
11. BY ACCEPTANCE OF AGREEMENT, MANATRON ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this 8th Renewal is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this 8th Renewal and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

MANATRON, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Angela Keeton

Authorized Agent- Printed Name

ATTEST:

Executive Vice President

Title

Laura Richard, County Clerk

12 18 2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing contract.

Robert Ed Sturdivant, County Auditor

Exhibit 1: Manatron's Invoice No. MANMN0003566 (dated June 22, 2023); and
Exhibit 2: Sole source letter.

i:\agreements\2024 agreements\county clerk\manatron agreement (20-coclk-100213-a8)\manatron agreement 8th renewal (kcj - 12.4.2023)

Exhibit 1

Upcoming Software Support Renewal Notice

Account (4308100-REC)

Date: Jun-22-23

FORT BEND COUNTY CLERK

301 JACKSON
RICHMOND
TX
77469
United States

Dear Customer,

Thank you for your continued business with us. We value and appreciate you as a customer.

Please find below a list of new invoices and copies attached for your upcoming software support renewal.

Reference	Invoice Date	Due Date	Invoice Amount
MANMN0003566	Jun-26-23	Oct-01-23	US\$ 34,851.10
Total:			US\$ 34,851.10

It would be appreciated if you could confirm receipt of these invoices.

If you wish not to renew the service, please contact our sales representative immediately or send a request to the email address below.

We will send you another reminder 14 days before the due dates listed above.

When making payment, please refer to the second page of this notice for our current bank address and ACH/Wire information. If making payment electronically, please email the remittance to: ALozano@harriscomputer.com.

If you have any questions, please do not hesitate to contact me at +1 (343) 804-9879 or by email at ALozano@harriscomputer.com.

Thank you for your time. We are looking forward to continued partnership with you.

Yours sincerely,

Adriana Lozano
Accounts Receivable, PSG Finance



A division of Manatron Inc.

Lockbox for Check Payments

Aumentum Technologies
PO Box 74008484
Chicago, IL 60674-8484

ACH or Wire

Harris Systems USA - BOA USD	
Account No.:	4427890967
Beneficiary Name:	Harris Systems USA Inc
Beneficiary Address:	1 Antares Drive, Suite 400, Ottawa, ON, K2E 8C4, Canada
ABA No. (ACH Payments):	111000012
ABA No. (Wire Payments):	026009593
International Swift:	BOFAUS3N
Bank Name:	Bank of America
Bank Address:	100 West 33 rd St, New York, NY 10001

Invoice No. MANMN0003566
 Date 6/26/2023
 Due Date 10/1/2023
 Customer No. 4308100-REC
 Page 1 of 1



Bill To

FORT BEND COUNTY CLERK
 IRMA TURRUBIATES
 301 JACKSON
 RICHMOND, TX 77469
 United States

Ship To

FORT BEND COUNTY CLERK
 301 JACKSON
 RICHMOND, TX 77469
 United States

Contract/Project Number	Purchase Order	Payment Terms	Currency
	219657	Start of Maint Period	HARRIS-US\$

Item No	Description	Quantity	Unit Price	Amount
REC-RECORDER-S	Recorder System Spt: October 2023 to December 2023	1.00	11,080.13	11,080.13
REC-AI INDEX-S	Automated Indexing System Spt: October 2023 to December 2023	1.00	5,806.24	5,806.24
REC-MARRIAGE-S	Marriage Lic SW Spt: October 2023 to December 2023	1.00	1,100.93	1,100.93
REC-SLA-4	Service Level 4 Support: October 2023 to December 2023	1.00	1,651.13	1,651.13
REC-VITALS-S	Vital Records Support: October 2023 to December 2023	1.00	825.56	825.56
REC-ERECORDING-S	eRecording Support: October 2023 to December 2023	1.00	5,684.18	5,684.18
REC-PUBLIC ACCESS-S	Recorder Public Access Support: October 2023 to December 2023	1.00	5,937.75	5,937.75
REC-NETMINUTES-S	NetMinutes SW Spt: October 2023 to December 2023	1.00	2,618.70	2,618.70
REC-AGENDA LINK-S	AgendaQuick Link SW Spt: October 2023 to December 2023	1.00	146.48	146.48

Remit To:
 Manatron, Inc.
 ("Aumentum Technologies")
 PO Box 74008484
 Chicago, IL 60674-8484

Subtotal	34,851.10
Misc	0.00
Taxes	0.00
Freight	0.00
Total	34,851.10



Invoice Questions? Please call or email Adriana Lozano at 343-804-9879 or
 alozano@harriscomputer.com

Thank you for your business!

Turrubiates, Irma

From: Adriana Lozano <ALozano@harriscomputer.com>
Sent: Thursday, June 22, 2023 9:00 AM
To: Turrubiates, Irma
Subject: Manatron/Recorder Upcoming Renewal Notice for FORT BEND COUNTY CLERK - 4308100-REC
Attachments: Renewal Notice for FORT BEND COUNTY CLERK.PDF; Invoice MANMN0003566.PDF
Follow Up Flag: Follow up
Flag Status: Completed

Dear IRMA TURRUBIATES,

Attached please find a letter detailing the new invoices, and the copies for your upcoming software support renewal.

I would appreciate it if you could confirm receipt of these invoices at your earliest convenience.

If you wish not to renew the service, please contact our sales representative immediately or email me at alozano@harriscomputer.com.

When remitting payment, please refer to the second page of the attached letter for our current bank address and ACH/Wire information.

Please let me know if you have any questions or concerns, and I would be more than happy to assist.

Thank you,

Adriana Lozano

Accounts Receivable

Direct: 1 (343) 804-9879

Toll Free: 1 (888) 847-7747

Adriana Lozano
Accounts Receivable
P: +1 343-804-9879
F: 613-226-3377
E: ALozano@harriscomputer.com



HARRIS

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**HCTC
2023**

Harris Customer Training Conference

Gaylord Palms Resort | Orlando, FL

Pre-Con: December 4 | HCTC: December 5 – 7

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This message has been sent on behalf of a company that is part of the Harris Operating Group of Constellation Software Inc.
If you prefer not to be contacted by Harris Operating Group [please notify us](#).

CAUTION:

This email originated from outside of the organization: 'ALozano@harriscomputer.com' Do not click links, open attachments, or respond unless you recognize the sender and know the content is safe. Please forward suspicious emails to the IT Service Desk.

Exhibit 2



October 20, 2023

Paul Herrera
Fort Bend County
301 Jackson Street, Suite 201
Richmond, Texas 77469-3108

Re: Sole Source Statement

Dear Mr. Herrera:

On behalf of Manatron, Inc., I wish to thank Fort Bend County for its continued use of our suite of records management software and services.

Manatron's Aumentum Recorder suite of records management software is currently deployed in the Fort Bend County Clerk's office.

Manatron utilizes a proprietary integration program to tightly integrate workflow processing within Aumentum Recorder under a common user interface. Support of these integrated components is available only through Manatron to Fort Bend County on a sole source basis. Enhancements and augmentation to the core software or its integration components may only be obtained from Manatron on a sole source basis. Manatron does not support authorized distributor or dealership programs and supports the end users of its product directly.

In addition, Manatron offers a menu of specialized services that utilize domain knowledge to access Aumentum Recorder software modules and program code.

If there are any questions on any of these software systems or services, contact Melinda Paradiso, Director of Support Services at mparadiso@harriscomputer.com

Thank you again for the opportunity to serve Fort Bend County.

Sincerely,

A handwritten signature in blue ink that reads "Angela Keeton".

Angela Keeton
Executive Vice President
akeeton@harriscomputer.com