



3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Manatron may submit invoice(s) electronically in a form acceptable to County via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement 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 Fort Bend County. 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. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
4. **Limit of Appropriation.** Manatron's fees shall be calculated at the rates set forth in the attached Exhibit A-5. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit A-5 is \$53,412.00. In no case shall the amount paid by County under this Fifth Renewal exceed this Maximum Compensation without an approved change order. Manatron clearly understands and agrees, such understanding and agreement being of the absolute essence of this Fifth Renewal, that County shall have available the total maximum sum of \$53,412.00, 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 Fifth Renewal, 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 \$53,412.00.
5. **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.
6. **Public Information Act.** Manatron expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement and/or this Fifth Renewal to the contrary, County will make any information related to the Agreement and/or this Fifth Renewal, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Manatron shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and/or this Fifth Renewal are not proprietary or confidential information.
7. **Remote Access.** If Manatron requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Manatron is granted remote access to County Systems:
- A. Manatron will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Director of Information Technology and Chief Information Officer.
  - B. Manatron will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Manatron will not access County Systems via unauthorized methods.
  - C. Manatron's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
  - D. Remote access is restricted only to County Systems necessary for Manatron to provide product and/or services to County pursuant to this Fifth Renewal.
  - E. Manatron will allow only its Workforce approved in advance by County to access County Systems. Manatron will promptly notify County whenever an individual member of Manatron's Workforce who has access to County Systems leaves its

employ or no longer requires access to County Systems. Manatron will keep a log of access when its Workforce remotely accesses County Systems. Manatron will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.

- F. If any member(s) of Manatron's Workforce is provided with remote access to County Systems, then Manatron's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
  - G. Failure of Manatron to comply with this Section may result in Manatron and/or Manatron's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
  - H. For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Manatron, is under the direct control of Manatron, whether or not they are paid by Manatron and who have direct or incidental access to County Systems.
  - I. For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).
8. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
9. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
10. **Understanding, Fair Construction.** By execution of this Fifth Renewal, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Fifth Renewal. This Fifth Renewal, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
11. **Severability.** If any provision of this Agreement and/or this Fifth Renewal is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Fifth 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 Fifth 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

Andrew Wright  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

EVP  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

3.25.2024  
\_\_\_\_\_  
Date

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A-5: Manatron's Invoice (Invoice No. MANMN0004153); and  
Exhibit B-5: Sole Source Letter

# EXHIBIT A-5

**Invoice No.** MANMN0004153  
**Date** 12/8/2023  
**Due Date** 1/1/2024  
**Customer No.** 4308100  
**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	
	JAN24	Start of Maint Period	HARRIS-US\$	

  

Item No	Description	Quantity	Unit Price	Amount
BILL1	TX372023FBC & PO 226270: January 2024	1.00	0.00	0.00
HIPA-S	Hosted Internet Public Access Spt: January 2024	1.00	4,451.00	4,451.00

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

Subtotal	4,451.00
Misc	0.00
Taxes	0.00
Freight	0.00
<b>Total</b>	<b>4,451.00</b>



Invoice Questions? Please call or email Renee Fuller at 866-471-2900 ext.277737 or  
[renee.fuller@augmentumtech.com](mailto:renee.fuller@augmentumtech.com).

***Thank you for your business!***

# EXHIBIT B-5



Laura Richard  
Fort Bend County, County Clerk  
301 Jackson Street  
Richmond, Texas 77469-3108

Re: Sole Source Statement

Dear Ms. Richard:

On behalf of Manatron, Inc. ("Manatron"), I wish to thank Fort Bend County for its continuing use of the Aumentum Recorder Software and Professional services.

Aumentum Recorder suite of records management software is currently deployed in the Fort Bend County Clerk's office and Hosting Services are utilized as well.

Manatron, Inc. 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, Inc. 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 Angela Keeton at [AKEeton@harriscomputer.com](mailto:AKEeton@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  
469.663.2851