

**FIFTH RENEWAL TO RECORDS MANAGEMENT MASTER AGREEMENT**

THIS FIFTH RENEWAL ("5<sup>th</sup> 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.

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 and Third Renewal To Records Management Master Agreement and Fourth Renewal, collectively referred to as the "Agreement" and incorporated by reference; and

WHEREAS, County and Manatron now desire to renew the Agreement a fifth time, for a one (1) year term at the price of \$132,766 as described in Maintenance and Support Schedule and/or Note Schedule dated 10/15/2020, attached hereto and incorporated by reference as Exhibit "1".

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 additional licenses and services at a total price of \$132,766, as provided in Exhibit 1.
2. Payment shall be made by County within thirty (30) days of receipt of invoice. 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.
3. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this 5<sup>th</sup> Renewal, County shall notify all necessary parties that the 5<sup>th</sup> 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.
4. 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.
  - b. As required by Chapter 2271, Government Code, Manatron hereby verifies that it does not boycott Israel and will not boycott Israel through the term of the Agreement and this Addendum. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
  - c. By signature below, Manatron represents pursuant to Section 2252.152 of the Texas Government Code, that Manatron is not listed on the website of the Comptroller of the

State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2252.153

5. The Agreement remains in full force and effect. If there is a conflict between this 5<sup>th</sup> Renewal and the Agreement, the provisions of this 5<sup>th</sup> Renewal shall prevail.
6. By execution of this 5<sup>th</sup> Renewal, the parties acknowledge that they have read and understood each provision, term and obligation contained in this 5<sup>th</sup> Renewal. This 5<sup>th</sup> Renewal, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
7. The parties to the Agreement and this 5<sup>th</sup> Renewal agree that the electronic and/or digital signatures of the parties included in the Agreement and this 5<sup>th</sup> Renewal are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
8. 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.

IN WITNESS WHEREOF, this 5<sup>th</sup> 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 5<sup>th</sup> 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**

  
County Judge KP George

\_\_\_\_\_  
KP George, County Judge

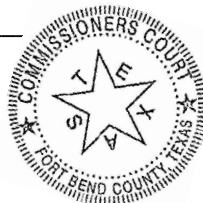
12-1-2020

\_\_\_\_\_  
Date


ATTEST:



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



**MANATRON, INC.**



\_\_\_\_\_  
Authorized Agent – Signature

Scot Crismon

\_\_\_\_\_  
Authorized Agent- Printed Name

Executive V.P.

\_\_\_\_\_  
Title

10.28.2020

\_\_\_\_\_  
Date

### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 132,766.00 are available to pay the obligation of Fort Bend County within the foregoing contract.



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

# Exhibit 1



**Maintenance and Support Schedule  
and/or Note Schedule**

**For Internal Use Only**

0018967

10/15/2020

MAN14710QTR

ACCT# 4308100

FORT BEND COUNTY CLERK  
301 JACKSON

ATTN: PURCHASING DEPT  
RICHMOND TX 77469

**THIS IS NOT AN INVOICE!**

OCT-SEPT

1.00 MQ	QUARTERLY MAINTENANCE & SUPPORT	\$0.00	\$0.00
1.00 PER	THE PERIOD 10/01/20-12/31/20 FOR	\$0.00	\$0.00
1.00 CON	CONTRACT #TX071817FBC FOR	\$0.00	\$0.00
1.00 AUM-RECORDER-S	A2 Recorder System Spt	\$10,552.50	\$10,552.50
1.00 AUM-ERECORDING-S	eRecording Support	\$5,413.50	\$5,413.50
1.00 AUM-PUBLIC ACCESS-S	Public Access Spt	\$5,655.00	\$5,655.00
1.00 AUM-VITALS-S	Vital Records Spt	\$786.25	\$786.25
1.00 AI INDEX-S	Automated Indexing System Spt	\$5,529.75	\$5,529.75
1.00 AUM-REDACTION-S	A2 Automated Redaction System Spt	\$0.00	\$0.00
1.00 NETMINUTES-S	NetMinutes SW Spt	\$2,494.00	\$2,494.00
1.00 AGENDA LINK-S	AgendaQuick Link SW Spt *INCLUDED*	\$0.00	\$0.00
1.00 VERITY-S	Verity Lic SW Spt *INCLUDED*	\$0.00	\$0.00
1.00 LEAD TOOLS-S	Lead Tools SW Spt (55) *INCLUDED*	\$0.00	\$0.00
1.00 PIXTOOL-S	Pix Tools Software Spt (26) *INCLUDED*	\$0.00	\$0.00
1.00 AUM-MARRIAGE-S	Marriage Lic SW Spt	\$1,048.50	\$1,048.50
1.00 SLA-4	Service Level 4 Support	\$1,572.50	\$1,572.50
1.00 AGENDA LINK-S	AgendaQuick Link SW Spt-Archival Module	\$139.50	\$139.50

Subtotal	\$33,191.50
Tax	\$0.00
<b>Total</b>	<b>\$33,191.50</b>

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Manatron, Inc.  
 Portage, MI United States

**Certificate Number:**  
 2020-690381

**Date Filed:**  
 11/16/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Fort Bend County, Texas

**Date Acknowledged:**  
 12/01/2020

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 17515  
 AUMENTUM TECHNOLOGIES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)