

**SIXTH RENEWAL TO RECORDS MANAGEMENT MASTER AGREEMENT**

THIS SIXTH RENEWAL ("6<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 to Records Management Master Agreement, and a Fifth Renewal, (collectively referred to as the "Agreement"), attached hereto as Exhibit "II" and incorporated fully by reference; and

WHEREAS, County and Manatron now desire to renew the Agreement a sixth time, for a one (1) year term at the price of \$132,766.00, as described in Manatron's Invoice No. MANMN0001676 (dated December 10, 2021), attached hereto and incorporated fully by reference as Exhibit "I".

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 I at a total price of \$132,766.00. Manatron will provide license and services as described in the Agreement and in Exhibit I.
2. The term of the Agreement is effective as of October 1, 2021, and shall expire no later than September 30, 2022, 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.
3. 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. County will make quarterly payments to Manatron in the amount of \$33,191.50.
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-Two Thousand, Seven Hundred Sixty-Six and 00/100 dollars (\$132,766.00), 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-Two Thousand, Seven Hundred Sixty-Six and 00/100 dollars (\$132,766.00). 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 6<sup>th</sup> Renewal, County shall notify all necessary parties that

the 6<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.

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.
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 6<sup>th</sup> Renewal and the Agreement, the provisions of this 6<sup>th</sup> Renewal shall prevail.
9. By execution of this 6<sup>th</sup> Renewal, the parties acknowledge that they have read and understood each provision, term and obligation contained in this 6<sup>th</sup> Renewal. This 6<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.
10. The parties to the Agreement and this 6<sup>th</sup> Renewal agree that the electronic and/or digital signatures of the parties included in the Agreement and this 6<sup>th</sup> 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)

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IN WITNESS WHEREOF, this 6<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 6<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

March 1, 2022

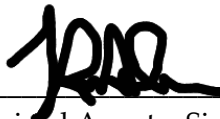
Date



ATTEST:

  
Laura Richard, County Clerk

**MANATRON, INC.**



Authorized Agent – Signature

Ross A. D'Elia

Authorized Agent- Printed Name

Vice President, Business Operations

Title

2/22/2022

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 I: Manatron's Invoice No. MANMN0001676 (dated December 10, 2021); and  
Exhibit II: 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 to Records Management Master Agreement, and a Fifth Renewal previously executed by the County and Manatron

# Exhibit I

**Invoice No.** MANMN0001676  
**Date** 12/10/2021  
**Due Date** 10/1/2021  
**Customer No.** 4308100-REC  
**Page** 1 of 1



**Bill To**

FORT BEND COUNTY CLERK  
 ALICIA LOSOYA/LAURA RICHARD CO CLK  
 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	
	OCT-DEC2021/RBL	Start of Maint Period	HARRIS-US\$	
Item No	Description	Quantity	Unit Price	Amount
REC-RECORDER-S	Recorder System Spt: October 2021 to December 2021	1.00	10,552.50	10,552.50
REC-AI INDEX-S	Automated Indexing System Spt: October 2021 to December 2021	1.00	5,529.75	5,529.75
REC-MARRIAGE-S	Marriage Lic SW Spt: October 2021 to December 2021	1.00	1,048.50	1,048.50
REC-SLA-4	Service Level 4 Support: October 2021 to December 2021	1.00	1,572.50	1,572.50
REC-VITALS-S	Vital Records Support: October 2021 to December 2021	1.00	786.25	786.25
REC-ERECORDING-S	eRecording Support: October 2021 to December 2021	1.00	5,413.50	5,413.50
REC-PUBLIC ACCESS-S	Aumentum Public Access Support: October 2021 to December 2021	1.00	5,655.00	5,655.00
REC-NETMINUTES-S	NetMinutes SW Spt: October 2021 to December 2021	1.00	2,494.00	2,494.00
REC-AGENDA LINK-S	AgendaQuick Link SW Spt: October 2021 to December 2021	1.00	139.50	139.50

**Remit To:**  
 Aumentum Technologies,  
 a division of Manatron, Inc.  
 PO Box 74008484  
 Chicago, IL 60674-8484

Subtotal	33,191.50
Misc	0.00
Taxes	0.00
Freight	0.00
Total	33,191.50



Invoice Questions? Please call or email Renee Fuller at 866-471-2900 ext. 277723 or  
[ar\\_aumentum@harriscomputer.com](mailto:ar_aumentum@harriscomputer.com)

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



2290 Lucien Way #330,  
Maitland FL, 32751.  
330-319-5393  
rdelia@harriscomputer.com

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

**To Whom it May Concern:**

On behalf of Manatron, Inc., I wish to thank Fort Bend County for its continuing 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.

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

Yours truly,

  
**ROSS A. D'ELIA**  
VP, OPERATIONS

# 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.**

Aumentum Technologies  
Niagara Falls, NY United States

**Certificate Number:**  
2022-853680

**Date Filed:**  
02/23/2022

**Date Acknowledged:**  
03/01/2022

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

Fort Bend

**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)