

THOMSON REUTERS

Consolidation Maintenance Agreement

**by and between
Cuyahoga County
and
Manatron**

THIS AGREEMENT is made by and between Cuyahoga County, Ohio (the "County") and Manatron, Inc. – a Thomson Reuters Business ("Manatron").

WHEREAS, the parties have previously entered into a contract for the purchase and customization of the Manatron MVP Tax software system following the County's Request for Proposal (the "RFP") Number RQ0002 issued on September 23, 1999, pursuant to which Manatron agreed to provide maintenance on said system; and

WHEREAS, the parties have also previously entered into a contract dated December 8, 2008 pursuant to which Manatron agreed to provide maintenance and support of the County's Sigma CAMA system; and

WHEREAS, Manatron, by virtue of its intellectual property rights in said MVP Tax and Sigma CAMA systems, is the sole source for third-party support for said systems; and

WHEREAS, The County is desirous of obtaining the professional services of Manatron to assist the County in the continued maintenance and support of both systems; and

WHEREAS, the County wants the term of maintenance and support of both systems to include the twelve-month extension (covering the 2013 calendar year);

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to this Maintenance Agreement effective as of the date last signed, as follows:

I. DEFINITIONS

“Designated Holiday”

Means each of the following days: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve, and Christmas Day.

“Patch / Release”

Means a software product providing minor error corrections, modifications, or enhancements to a Program Product Version and which is generally offered and expressly designated by Manatron in its sole discretion as a Release.

“Version”

Means the original of or a successor to a specified Program Product and which is generally offered and expressly designated by Manatron in its sole discretion as a Version.

“Error or Defect”

Means any failure of a Program Product to conform in all material respects to its functional specifications as published from time to time by Manatron.

II. SCOPE OF SERVICES

Manatron shall render to the County the following services:

A. Software

Manatron shall provide support services for the customized MVP Tax Program Product. Such services shall include troubleshooting, technical analysis, problem diagnosis, and procedural assistance. All such services shall be provided via telephone contact with the County and VPN access by Manatron into the County's computer system.

Manatron shall be responsible for using all reasonable diligence to attempt to correct or cure any verifiable and reproducible Error or Defect in a Program Product by issuing corrected instructions, a restriction, a bypass or procedural workaround, or a new Release. Manatron's obligation to provide Support Services shall extend only to the current Version and the Version that has been mutually agreed upon to run production.

Patches/Releases are updates to the current Version and are given to end users from time to time to correct defects. They do not affect the current Version supported. If the County desires support for a Version not mutually agreed upon, such support may be treated by Manatron as additional consulting services for which County will be billed at Manatron's then-current time-and-material rates.

Manatron shall issue new Versions of the Program Products from time to time to its contracted support counties. Such Versions may include functionality enhancements, error corrections, and modifications required by legislation and/or administrative rule. In general, these will be provided at no additional cost. In the event that any legislatively mandated changes require more than 2,500 hours of development and design work in an individual support year,

Manatron may bill the County for additional work required. In the event this situation occurs, Manatron will bill the County only for its portion of the additional cost as spread across the entire base of installed clients on a pro rata basis.

From time to time, Manatron may develop a completely new Version of a Program Product. Said Version would typically incorporate the use of new technologies as well as the addition of significant functional enhancements not required by legislative and or judicial mandated changes. For such new Versions, Manatron may offer these products to the County at an additional charge for professional services related to their implementation (such as data conversion or training); however, the County will not be charged any new license fees for a completely new Version of a Program Product.

B. General

Manatron shall maintain a toll-free telephone support line for the County to report problems associated with the covered products listed on Exhibit A. Telephone support is not intended to serve as a training facility. Service coverage is 8:00 a.m. to 8:00 p.m. Eastern time, Monday through Friday, excluding Designated Holidays except when processes critical to compliance within the law require support to maintain functionality.

Manatron shall activate an escalation plan to involve the necessary technical resources should some extraordinary circumstance cause repair or problem resolution to extend beyond a reasonable time mutually determined.

In certain situations associated with the repair or correction of a reported problem, additional effort may be necessary to return the system as a whole to normal operation, i.e., re-loading of system and/or application software, restoration of data files, etc. In such cases, it may be necessary to secure the onsite services of a Manatron technician.

Should the County from time to time require and request other services offered by Manatron but not covered under this Agreement, Manatron will provide such services at its then-current time, materials, and travel rates. These services will only be rendered after the authorization of the County by their appropriate designee and formalized by signature on a detailed document detailing the services to be rendered.

The outstanding issues and improvements to the product defined in Exhibit A will be added or rectified as part of this Agreement at no additional cost to the County.

III. TERM & COMPENSATION - SOFTWARE SUPPORT SERVICES

In consideration of the performance of such Support Services as set forth in this Agreement, Manatron will receive fees for the terms as listed below. Manatron will invoice the County monthly in advance of the service month provided. The term of this agreement shall be twelve (12) months (covering calendar year 2013). The not-to-exceed amount for this Agreement shall be as follows below:

<u>Support Year</u>	<u>Amount</u>
Calendar Year 2013	\$486,190.00

Manatron will assign a County liaison to ensure that all support issues are being addressed appropriately. This liaison will be a business analyst and will ensure that support needs are escalated when needed. The County has the right to request a replacement for this liaison for good cause. All support calls from Cuyahoga will be logged using the Connect Care system and standard 800 support number. The Manatron liaison will be copied on all support calls and will be responsible for their timely completion.

The County has already remitted a fixed fee of \$78,360.31 for Marshall and Swift data usage in regards to the 2012 reappraisal. As such, the fees above include the right to use Marshall and Swift data for this purpose at no additional cost. As of the date of execution of this contract, Manatron and the County anticipate the data to be used through creation of values ending in or around August 15, 2012. Once the values are created, the County may continue to use and maintain them for the remainder of the next six-year term. If the County needs any supplementary data or additional usage prior to the end of the six-year term, there may be additional costs involved.

All fees shall be paid in accordance with invoices that will be sent to the County and within 30 days of receipt of the invoice. If the County delays an invoice payment for any reason, the County shall promptly notify Manatron in writing the reasons for such delay. Should payment of any invoice become 120 days delinquent, Manatron reserves the right to terminate support services for the County.

Additional Professional Services can be provided at the rates listed below plus travel-related expenses.

Professional Service Rates		
<u>Role / Position</u>	<u>Hourly</u>	<u>Daily Rate</u>
Vice President	\$350	\$2100
Chief Architect	350	2100
Senior Project Manager	208	1250
Project Manager	183	1100
Senior Business Analyst	208	1250
Business Analyst	183	1100
Senior Support Analyst	183	1100
Support Analyst	167	1000
Programmer / Analyst	167	1000
Senior Trainer	183	1100
Trainer	167	1000
Blended rate (if required)	183	1100
DBA	200	1200

Eight hours are included in a "full day."

IV. COUNTY RESPONSIBILITIES

The County shall provide Manatron with access to the County's facilities and use of the County's office space that may be required to perform the tasks described herein, including access after normal working hours and on weekends. The County shall provide the necessary personnel to maintain security of the facility, as deemed appropriate by the County.

The County shall maintain site conditions within the common environmental range requirements of all system and media devices as specified by Manatron.

The County shall create and maintain timely, accurate, and readable electronic back-ups of all data, programs, and system files. Upon request, Manatron will advise the County of the proper procedures regarding same.

At a minimum, counties are required to provide Manatron with access to their network over the Internet. Internet-based connections must be secured using the Microsoft Windows or Cisco VPN client. All other VPN clients are not supported.

V. MANATRON RESPONSIBILITIES

Manatron shall maintain a trained staff capable of rendering the services set forth herein and will perform its services under this Agreement in a professional manner, consistent with standard industry practices.

Manatron will safeguard any materials, equipment, and information provided by the County during the term of this Agreement in a manner prescribed by the County. In lieu of

specific guidance from the County, Manatron will use reasonable care to prevent unauthorized disclosure of County information.

VI. SUBCONTRACTS

Manatron reserves the right to subcontract work, as it deems necessary, to perform the services under this Agreement. This subcontracted work must be performed by a company that has been approved by the County.

VII. CONTINUED USE OF PROGRAM PRODUCTS

Notwithstanding anything to the contrary in this Agreement, the County shall, at its own risk, have the right to continue to use the Program Products on an "as is" and unsupported basis, in the event the County (i) fails to upgrade to a new Version and/or Release of the Program Products in accordance with this Agreement; (ii) fails to upgrade its equipment and/or systems software as requested by Manatron in accordance with this Agreement; or (iii) fails to purchase annual extensions of software support services from Manatron.

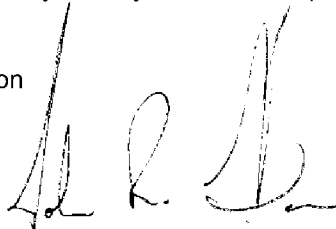
VIII. NON-APPROPRIATION

In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, County shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide Manatron with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed Manatron under this Agreement, if any. No penalty shall accrue to County in the event of exercise of termination due to non-appropriation.

IN WITNESS WHEREOF, the County and Manatron have each caused this Agreement to be signed and delivered by its duly authorized representative as of the date last signed below.

Manatron

By:



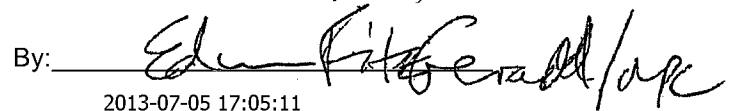
Title: Vice President, Risk Management

Date: April 1, 2013

Cuyahoga County, Ohio

Edward FitzGerald, County Executive

By:



2013-07-05 17:05:11

Title: County Executive

Date: _____

Exhibit A

1. SUPPORTED SOFTWARE

Manatron MVP Tax
Manatron Sigma CAMA
Manufactured Homes Module

2. ENHANCEMENTS AND NON-STANDARD SUPPORT

The following processes within the Manatron MVP Tax system will be treated as enhancements to the system that the County has the option of requesting that Manatron place into the production environment and deliver under the scope of this Agreement:

The County has requested an extract from the Governmax software associated with MVP Tax which is further described in Letter of Authorization OH121611CC. This extract has already been requested by the County for delivery in January, 2012 and will be provided as part of the scope of this Agreement.

Process Fees In Cashiering and Refund History - Cuyahoga County currently uses a third-party software solution called FAMIS to settle distribution amounts for fee processing and refund history. At present, the County wishes to continue using that system. However, Manatron will provide equivalent functionality in the event that the County wishes to consolidate this process in the future.

Large Batch processing jobs (i.e., Settlement, OCR, Lender Processing, and Interest calculations) currently experience performance issues. Manatron has diagnosed the causes of these issues and several potential remedies. Initially, Manatron shall provide the County with an archiving process and table partitioning to help improve the performance of these large batch processes within the product. The County may evaluate the performance gains of this initial step. If these gains are not sufficient to meet County objectives, Manatron will convert the backend to a MSSql database and incur the associated costs, including any licensing, hardware, and the conversion of any current interfaces.