

**AMENDMENT NO. 2  
TO MASTER AGREEMENT BETWEEN SANTA FE COUNTY  
AND MANATRON, INC.**

This Amendment is made and entered into this 10<sup>th</sup> day of January 2014 by and between **Santa Fe County**, hereinafter referred to as the "County," a political subdivision of the State of New Mexico, and **Manatron, Inc**, whose address is 510 E. Milham Avenue, Portage, Michigan 49002 (hereinafter "Manatron").

**WHEREAS**, the County and Manatron entered into Master Agreement NM2012-001 for Licensed Software, Hardware, and Services, dated September 10, 2012, for a term of one (1) year;

**WHEREAS**, by amendment #1 dated June 27, 2013, the County and Manatron agreed to extend the term of Master Agreement NM2012-001 through June 30, 2014 whereby Manatron will continue to provide annual software support services to the County;

**WHEREAS**, the County wishes to receive certain software upgrade services by Sidwell, a third-party vendor offered under the Master Agreement between Manatron and County;

**WHEREAS**, in order for Sidwell to provide software upgrade services from ArcGIS9 to the ArcGIS 10, the Master Agreement with Manatron must be amended to include an additional Schedule that describes the Sidwell services and costs to perform the software upgrade services.

**NOW, THEREFORE, IT IS MUTUALLY AGREED TO AMEND THE MASTER AGREEMENT BETWEEN MANATRON AND THE COUNTY AS FOLLOWS:**

1. Professional Services Schedule NM2012-001-02, attached hereto as Attachment A, describing Professional Services to be provided by Sidwell to Santa Fe County and the cost of such services, shall be incorporated into Master Agreement NM2012.001 dated September 10, 2012, between Manatron, Inc. and Santa Fe County.
2. All other provisions, terms and conditions of Master Agreement NM2012.001, as amended, between Manatron and Santa Fe County, not amended or modified by this Amendment No. 2, shall remain in full force and effect and shall apply to Schedule NM2012-001-02.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 2 as of the date first written above.

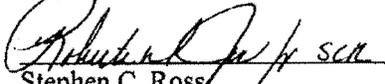
**SANTA FE COUNTY**

  
Katherine Miller, Manager

Date 1-10-14

Amendment No. 2 to Master Agreement  
between Manatron, Inc. and Santa Fe County

Approved as to form:

  
Stephen C. Ross  
County Attorney

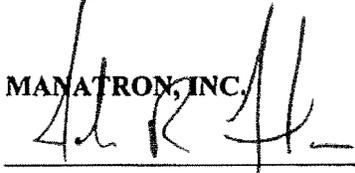
Date 12/30/13

Finance Department

  
Teresa C. Martinez  
Director

Date 1/8/14

MANATRON, INC.



Date 1/8/2014

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED  
SOFTWARE, HARDWARE, AND SERVICES**

The attached Schedules numbered NM2012.001.02 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. NM2012.001 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
<b>MANATRON, INC. – A Thomson Reuters Business</b> 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	<b>SANTA FE COUNTY, NEW MEXICO</b> 102 Grant Avenue, P.O. Box 276 Santa Fe, New Mexico 87504 ("Customer")
Attention: <u>Matthew Henry, Lead Contract Administrator</u> Telephone No.: <u>(269) 388-2633</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>matt.henry@thomsonreuters.com</u>	Attention: <u>Casey Lengacher</u> Telephone No.: <u>505.986.6367</u> Fax No.: <u>505.986.6316</u> E-mail Address: <u>clengac@co.santa-fe.nm.us</u>

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.  
 By: [Signature]  
 (Signature)  
 Its: V.P., RISK MANAGEMENT  
 (Title)  
 Date: 1/8/2014  
 Witnessed: [Signature]  
 (Signature)  
 By: Matthew Henry  
 (Print or Type Name)

SANTA FE COUNTY, NEW MEXICO  
 By: [Signature]  
 (Signature)  
 Its: County Manager  
 (Title)  
 Date: 1.10.14  
 By: \_\_\_\_\_  
 (Signature)  
 Its: \_\_\_\_\_  
 (Title)  
 Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 (Signature)  
 Its: \_\_\_\_\_  
 (Title)  
 Date: \_\_\_\_\_  
 Witnessed: \_\_\_\_\_  
 (Signature)  
 Date: \_\_\_\_\_

SIGNATURE PAGE  
 Approved as to form  
 Santa Fe County Attorney  
 By: [Signature]  
 Date: 12/30/13

**PROFESSIONAL SERVICES SCHEDULE FOR SANTA FE COUNTY, NEW MEXICO**

Schedule No. NM2012.001.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. NM2012.001 between Manatron, Inc. and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES					
General Description of Services	Quantity	Unit Price	Estimated Total Price	Annual Fees	Estimated Completion Date
Upgrade and Configure ArcGIS 10.2 workstation -First workstation	1	\$ 346.00	\$ 346.00	N/A	TBD
Upgrade and Configure ArcGIS 10.2 workstation (5) Secondary Workstations	5	\$ 173.00	\$ 865.00	N/A	TBD
Upgrade and Configure Parcel Builder 4.2 - First workstation	1	\$ 173.00	\$ 173.00	N/A	TBD
Upgrade and Configure Parcel Builder 4.2 (4) Secondary Workstations	4	\$ 87.00	\$ 348.00	N/A	TBD
Upgrade and Test Existing Parcel Builder Workflows in PB 4.2 Workflow Manager	1	\$ 347.00	\$ 347.00	N/A	TBD
8 Hours of Remote Test Environment Setup Installation, Configuration and Testing	1	\$ 1,560.00	\$ 1,560.00	N/A	TBD
Training on ArcGIS 10.2 Focus on parcel mapping (up to 8 students)	1	\$ 1,560.00	\$ 1,560.00	N/A	TBD
Training on Parcel Builder 4.2 Focus on parcel mapping (up to 8 students)	1	\$ 1,560.00	\$ 1,560.00	N/A	TBD
<b>Total Professional Services Fees:</b>			<b>\$ 6,759.00</b>	<b>\$ -</b>	

**Services Provided by Sidwell Directly to Santa Fe County, NM**

- All services will be provided via GoToMeeting and Conference Call.
- Each workstation that is upgraded for any product or module will be counted as a workstation upgrade, regardless of how many Sidwell products are being installed on the workstation.

**All Professional and Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.**

**PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Professional and Consultation/Training Services fees are due and payable after performance of the services in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's Professional and Consultation/Training Services.

**ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Manatron shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/Training days requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's additional Professional and Consultation/Training Services.

**GENERAL PROVISIONS:**

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) Manatron recommends one (1) person per PC/Terminal; and
- (6) Class size not to exceed twelve (12) trainees.

Date: December 6, 2013

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**SUMMARY SCHEDULE FOR SANTA FE COUNTY, NEW MEXICO**

Schedule No. NM2012.001.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. NM2012.001 between Manatron, Inc. and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Total Price
PROFESSIONAL SERVICES (billed as used)	\$ 6,759.00
<b>Total One-Time Fees - Plus Freight:</b>	<b>\$ 6,759.00</b>

Payment Terms for One-Time Fees: Professional Services Fees are due and payable after performance of such services in accordance with Manatron's invoice(s) that shall be sent to the Customer. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Manatron for such tax liability within thirty (30) days of receiving written notice of such tax liability from Manatron.

Date: December 6, 2013

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