

**4th SUPPLEMENT TO ADDENDUM
TO MASTER AGREEMENT AND
SCHEDULE NM2016.001.01-2019-2020 FOR
LICENSED SOFTWARE, HARDWARE AND SERVICES
BY TRTA GOV, INC.**

THIS 4th SUPPLEMENT TO ADDENDUM TO MASTER AGREEMENT AND SCHEDULE FOR LICENSED SOFTWARE HARDWARE AND SERVICES is made and entered into this 10th day of October, 2019 by and between the County of Santa Fe, hereinafter the "County" or "Customer", and TRTA Gov, Inc., whose principal address is 510 E. Milham Avenue, Portage, Michigan 49002, hereinafter referred to as "TRTA Gov".

WHEREAS, pursuant to a sole source determination by the Santa Fe County Procurement Manager, the services by TRTA Gov are procured for the provision of certain licensed software, hardware, services and support services for the Santa Fe County Assessor; and

WHEREAS, in 2016, TRTA Gov and the County entered into an ADDENDUM TO MASTER AGREEMENT AND SCHEDULE NM2016-001.01 FOR LICENSED SOFTWARE HARDWARE AND SERVICES (the Addendum); and

WHEREAS, the Addendum pertained to TRTA Gov's Schedule No. NM2016.001.01 for a term of one year from June 30, 2017 to June 30, 2017. By the 1st, 2nd and 3rd Supplement to Addendum to Master Agreement and Schedule, the term of the Master Agreement was extended to June 30, 2019; and

WHEREAS, the Santa Fe County Assessor wishes to continue to benefit from TRTA Gov's software services and products for another year and TRTA Gov has offered the attached Schedule No. NM2016.001.01-2019-2020 that provides for the continuation of services from July 1, 2019 to June 30, 2020-.

NOW THEREFORE, it is mutually agreed between the parties that the following provisions shall be incorporated into the Addendum as if fully set forth therein:

Page 7, 15.1 **Term of Agreement** is supplemented by inserting the following at the end of 15.1:

By the 4th Supplement to this Addendum and for purpose of providing services and Customer's payment of fees under this Agreement, the Term of the services described in Schedule No. NM2016.001.01-2019-2020 shall be one year commencing on July 1, 2019 and shall expire on June 30, 2020.

Page 7, 15.2 **Term of Maintenance & Support Services** is supplemented by inserting the following as 15.3:

15.3 Term of Maintenance & Support Services. As provided in this 4th Supplement to Addendum, Support Services for Software and Third-Party Software shall commence on July 1, 2019 and shall continue through June 30, 2020 ("Software Support Services"). At any time during the term of the Agreement, the

Agreement is subject to early termination or termination for lack of appropriations in accordance with Section 16.2 of this Agreement. Customer shall notify TRTA Gov 90 days prior to the expiration date of the term of this Agreement.

II. Addendum to Schedule No. NM201.-001.01-2019-2020.

Term of Support Services Schedule is supplemented by inserting the following:

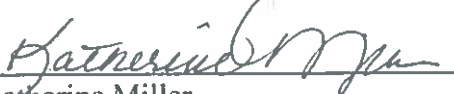
By the 4th Supplement to Addendum Support Services under Schedule No. NM2016.001.01-2019-2020 shall commence on July 1, 2019 and shall continue until June 30, 2020. The Support Services Schedule under this Schedule will not automatically renew.

Support Services Fees: For the Term of this Agreement, Customer shall pay TRTA Gov for Software Support Services and Annual Fees an amount not-to-exceed \$98,905.00, exclusive of gross receipt tax. An End User License Agreement (EULA) fee, will be assessed and provided to the Customer when it is available.

All other provisions of the **ADDENDUM TO MASTER AGREEMENT AND SCHEDULE NM2016-001.01 FOR LICENSED SOFTWARE, HARDWARE AND SERVICES** not specifically amended by the Addendum, 1st Supplement, 2nd Supplement, 3rd Supplement and this 4th Supplement to Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this 4rd Supplement as of the date of last signature by the parties hereto.

SANTA FE COUNTY


Katherine Miller
County Manager

10.10.19
Date

Approved as to form:


Rachel A. Brown
Interim County Attorney

10/2/19
Date

Finance Division:


Gary L. J. Giron
Finance Director

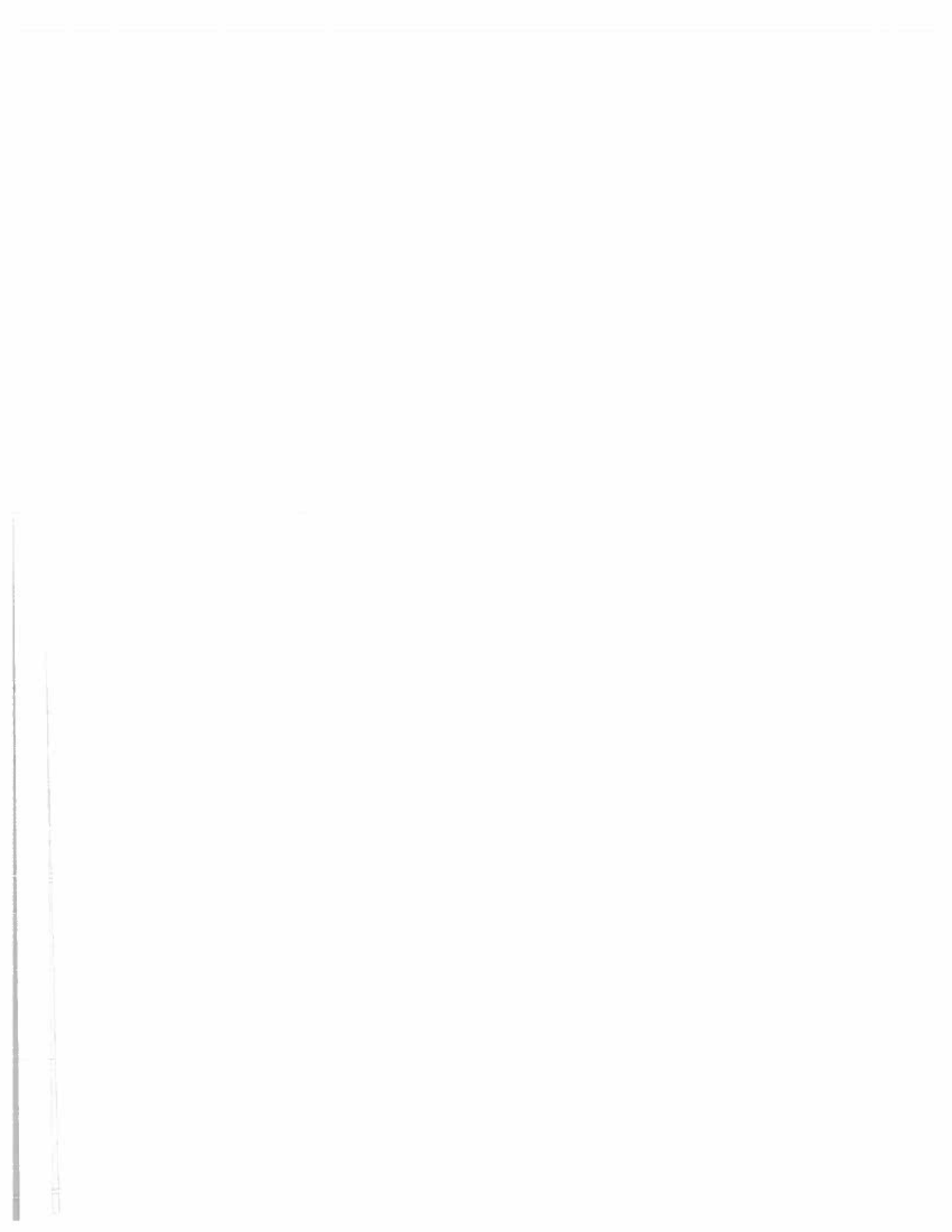
10/8/19
Date

Thomson Reuters Tax & Accounting, Government (TRTA Gov)

Kimberly Carter
Signature

10.3.2019
Date

Kimberly Carter - V.P., Finance
Print Name and title



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

The attached Schedules numbered NM2016 001 01-2019-2020 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. NM2016 001 between Manatron and the undersigned Customer (the "Agreement")

By and Between	And
MANATRON, INC. – A THOMSON REUTERS BUSINESS 510 E. Milham Avenue Portage, Michigan 49002 ("Thomson Reuters, Government" or "TR Gov")	SANTA FE COUNTY, NEW MEXICO 102 Grant Avenue Santa Fe, New Mexico 87505 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (269) 388-2633 Fax No.: (269) 567-2930 E-mail Address: Matt.Henry@ThomsonReuters.com	Attention: Gus Martinez, Assessor Telephone No.: (505) 986-6300 Fax No.: E-mail Address: assessor@santafecountynm.gov

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

TRTA GOV

SANTA FE COUNTY, NEW MEXICO

By: *Timothy Coates*
 (Signature)

By: *Katherine Mills*
 (Signature)

Its: V.P., Finance
 (Title)

Its: County Manager
 (Title)

Date: 10.3.2019

Date: 10/10/19

Witnessed: *Matthew Henry*
 (Signature)

By: _____
 (Signature)

Date: 10.3.2019

Its: _____
 (Title)

Date: _____

By: _____

Its: Approved as (Signature)
 Santa Fe County Attorney

Date: 10/23/19

Ken Jones
 10/23/19

Witnessed: _____
 (Signature)

Date: _____

SIGNATURE PAGE

Date: May 30, 2019 S.S.

SOFTWARE SCHEDULE FOR SANTA FE COUNTY, NEW MEXICO

Schedule No. NM2016.001.01-2019-2020 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. NM2016.001 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE				
Software Description	Quantity	Unit Price	Total Price	Office
ProVal Plus			Existing Software	
Ascend Assessment Administration				
Ascend Personal Property				
MVP Manufactured/Mobile Homes				
Parcel Builder				
Total Software Fees:			\$ -	

SOFTWARE USE RESTRICTIONS: Site license(s).

Notwithstanding the foregoing, TRTA Gov is aware that the Customer currently maintains all land valuation and tax billing processes via SunGard I Public Sector Application Software. TRTA Gov warrants that software and services relating to interfaces to and from SunGard I land and tax applications will preserve and maintain the integrity of the Customer's land valuation and tax processes. For the purposes of this document, TRTA Gov shall not be responsible for any programmatic changes required to maintain the integrity of the land valuation and tax process where the integrity is corrupted by changes to the SunGard system. TRTA Gov also warrants that the GIS software products which are being provided through this agreement are compatible with TRTA Gov, Microsoft SQL Server, and ESRI software in order to preserve the integrity of processes provided by these systems, provided, however, that this warranty shall not apply to changes that may occur to SunGard's database structure.

Notwithstanding the foregoing, TRTA Gov warrants that the Third Party GIS Software provided by TRTA Gov, will conform in all material respects to the functional specifications contained in its then-current Documentation for the term of this Agreement and any extensions thereto. TRTA Gov agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period with comparable Software acceptable to the Customer.

Date May 30, 2019 S.S.

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

The attached Schedules numbered NM2016.001.01-2019-2020 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. NM2016.001 between Manatron and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. – A THOMSON REUTERS BUSINESS 510 E. Milham Avenue Portage, Michigan 49002 ("Thomson Reuters, Government" or "TR Gov")	SANTA FE COUNTY, NEW MEXICO 102 Grant Avenue Santa Fe, New Mexico 87505 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (269) 388-2633 Fax No.: (269) 567-2930 E-mail Address: Matt.Henry@ThomsonReuters.com	Attention: Gus Martinez, Assessor Telephone No.: (505) 986-6300 Fax No.: E-mail Address: assessor@santafecountynm.gov

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

TRTA GOV

SANTA FE COUNTY, NEW MEXICO

By: _____
(Signature)

By: _____
(Signature)

Its: _____
(Title)

Its: _____
(Title)

Date: _____

Date: _____

Witnessed: _____
(Signature)

By: _____
(Signature)

Date: _____

Its: _____
(Title)

Date: _____

By: _____
(Signature)

Its: _____

Date: _____
Approved as to form)
Santa Fe County Attorney

By: _____
Date: 10/2/19

Witnessed: _____
(Signature)

Date: _____

SIGNATURE PAGE

Date: May 30, 2019 S.S.

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SOFTWARE SCHEDULE FOR SANTA FE COUNTY, NEW MEXICO

Schedule No. NM2016.001.01-2019-2020 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. NM2016.001 between TRTA Gov and the undersigned Customer (the "Agreement").

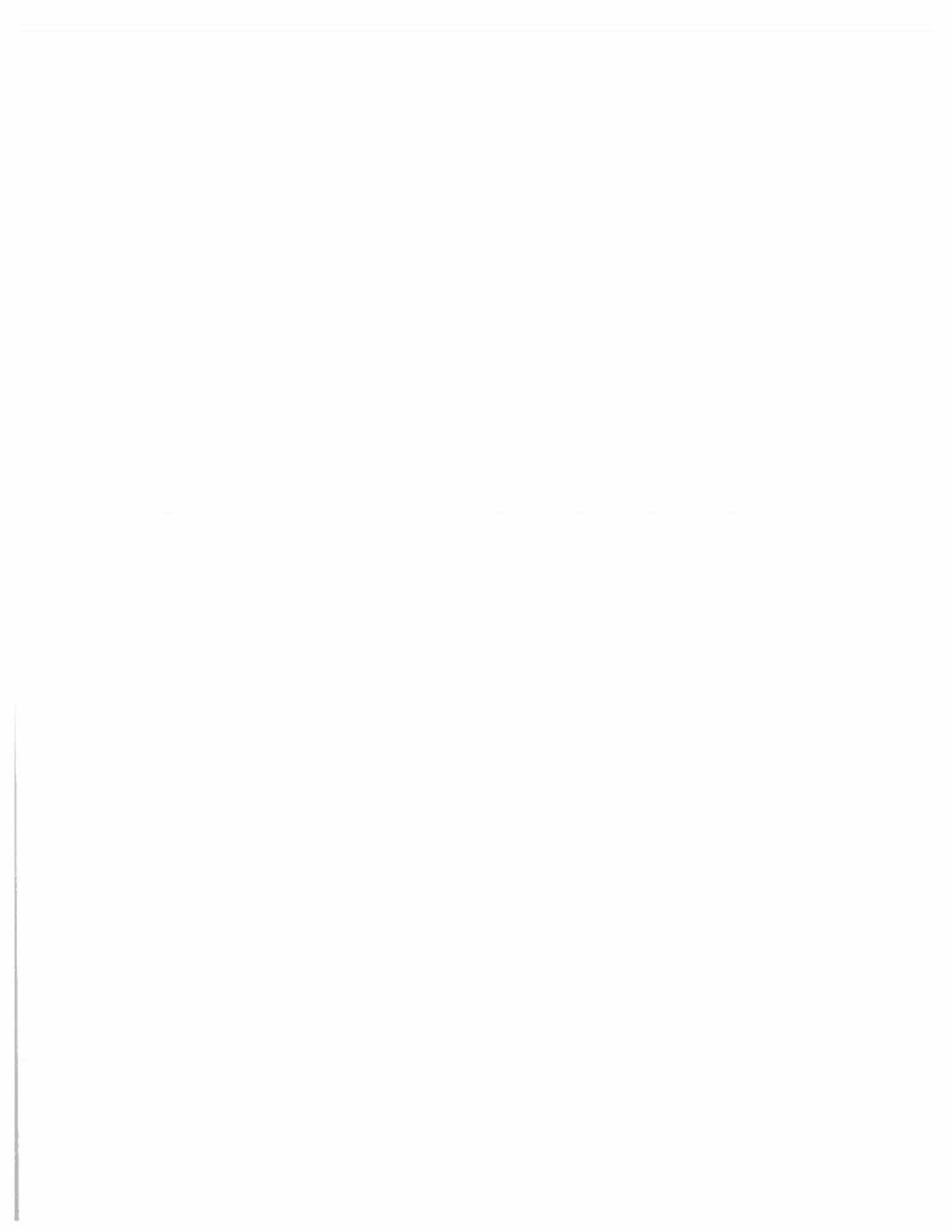
SOFTWARE				
Software Description	Quantity	Unit Price	Total Price	Office
ProVal Plus		Existing Software		
Ascend Assessment Administration				
Ascend Personal Property				
MVP Manufactured/Mobile Homes				
Parcel Buldier				
Total Software Fees:			\$ -	

SOFTWARE USE RESTRICTIONS: Site license(s).

Notwithstanding the foregoing, TRTA Gov is aware that the Customer currently maintains all land valuation and tax billing processes via SunGard I Public Sector Application Software. TRTA Gov warrants that software and services relating to interfaces to and from SunGard I land and tax applications will preserve and maintain the integrity of the Customer's land valuation and tax processes. For the purposes of this document, TRTA Gov shall not be responsible for any programmatic changes required to maintain the integrity of the land valuation and tax process where the integrity is corrupted by changes to the SunGard system. TRTA Gov also warrants that the GIS software products which are being provided through this agreement are compatible with TRTA Gov, Microsoft SQL Server, and ESRI software in order to preserve the integrity of processes provided by these systems, provided, however, that this warranty shall not apply to changes that may occur to SunGard's database structure.

Notwithstanding the foregoing, TRTA Gov warrants that the Third Party GIS Software provided by TRTA Gov, will conform in all material respects to the functional specifications contained in its then-current Documentation for the term of this Agreement and any extensions thereto. TRTA Gov agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period with comparable Software acceptable to the Customer.

Date: May 30, 2019 S.S.



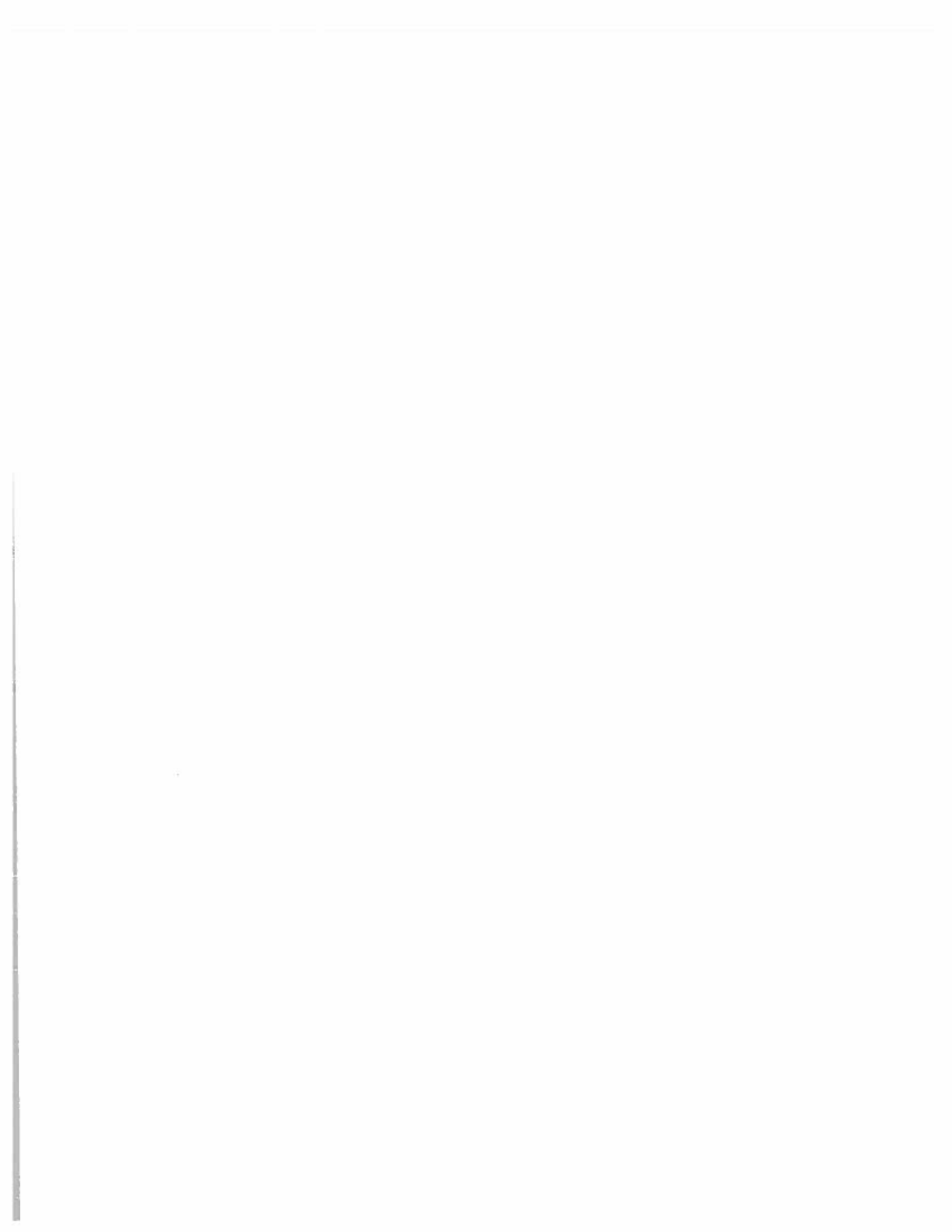
MAINTENANCE AND SUPPORT SERVICES (Collectively referred to as "Support Services") SCHEDULE FOR SANTA FE COUNTY, NM
 Schedule No. NM2016.001.01-2019-2020 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. NM2016.001 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES AND ANNUAL FEES		
Software Product	Annual Price	Office
ProVal Plus	\$ 38,861.00	
Ascend Assessment Administration	\$ 48,608.00	
Ascend Personal Property	Included	
Ascend Parcel Builder	\$ 9,664.00	
Escrow Fee	\$ 1,772.00	
Total Annual Fees - Year #1	\$ 98,905.00	

TERM OF SUPPORT SERVICES SCHEDULE: Support Services under this Schedule shall commence July 1, 2019 and shall continue until June 30, 2020. This Support Services Schedule will not automatically renew.

No later than March 31, 2019 the Assessor should notify Manatron under Article 15 (TERM) and 15.2 (Software) of the Master Services Agreement that the agreement and all schedules will expire June 30, 2020 and the Assessor will not be renewing or extending the term. The Assessor will have to do another procurement pursuant to the Procurement Code for these services.

Date: May 30, 2019 S.S.



SUMMARY SCHEDULE FOR SANTA FE COUNTY, NEW MEXICO

Schedule No. NM2016.001.01-2019-2020 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. NM2016.001 between TRTA Gov and the undersigned Customer (the "Agreement").

Taxes: The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides TRTA Gov 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 TRTA Gov, excluding any taxes based upon TRTA Gov's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, TRTA Gov shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay TRTA Gov for such tax liability within thirty (30) days of receiving written notice of such tax liability from TRTA Gov.

ONGOING FEES	
Description	Annual Price
SOFTWARE SUPPORT SERVICES AND ANNUAL FEES - 2019 - 2020	\$ 98,905.00
MARSHALL AND SWIFT USAGE FEE 20120	2020 - TBD. A Marshall & Swift End User License Agreement (EULA) will be provided to the County as soon as possible.

Payment Terms for Ongoing Fees: Ongoing Fees are due and payable in advance of each annual term.

Date: May 30, 2019 S.S.

