

Amendment #2 to the Agreement for Professional Services

THIS is AMENDMENT #2 (“Amendment #2”) effective as of August 28th, 2015 (“Effective Date”) to the Agreement for Professional Services effective as of March 29, 2012 (“Agreement”) by and between Yamhill County, Oregon, a political subdivision of the state of Oregon (hereafter referred to as the “County”), and Manatron, Inc. – A Thomson Reuters Business, a Michigan corporation, with its principal place of business located at 510 E. Milham Avenue, Portage, Michigan (hereafter “Manatron”), referred to individually as Party and collectively as Parties.

WHEREAS, the Parties entered into the Agreement for the acquisition of the Manatron GRM-Tax and CAMA software system and associated services to support the business processes necessary for the assessor’s office to appraise, assess and collect real and personal property taxes within the State of Oregon (“Assessment and Taxation Software”);

WHEREAS, due to the discontinuation by Manatron of the CAMA software system and other internal restructuring and program redevelopments by Manatron, the Parties previously amended the Agreement to deploy certain other valuation software known as ProVal/GRM (“Amendment #1”). This Amendment #1 was effective on September 25, 2014.

WHEREAS, due to additional internal restructuring and program developments, Manatron now desires to migrate the County to other valuation software known as ProVal/Ascend instead of ProVal/Aumentum or ProVal/GRM, as part of the initial implementation contemplated under the Agreement; and the County has expressed willingness to do so as further provided in this Amendment #2; and

WHEREAS, the County and Manatron now wish to further amend the Agreement to incorporate the following revisions and proceed with the interim implementation of the ProVal/Ascend Platform (as defined herein); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the County and Manatron, intending to be legally bound, hereby agree as follows:

1. The parties agree that within thirty (30) days of execution of this Amendment #2, the parties shall negotiate and agree upon a revised Statement of Work, Project Schedule, Project Management Plan and any other required Exhibit or related documentation requiring updating pursuant to this Amendment #2, which shall supersede the existing Statement of Work, Project Schedule, and Project Management Plan, with an amended “Go Live” date of July 31, 2016. Attached as Exhibit A to this Amendment #2 is a list of Milestones and Deliverables to be provided by Manatron pursuant to the revised Project Management Plan, Statement of Work, and list of Milestones and Deliverables. The revised Project Management Plan shall set forth in more detail the schedule for meeting the Milestones and providing the Deliverables.
2. Section 2.4 of Amendment #1 to the Agreement shall be replaced with the following:

“2.4 Proval/Ascend Platform: Manatron shall implement and deliver to the County the ProVal version 7.11.4 and Ascend version 3.8 Modules (“ProVal/Ascend Platform”) instead of the ProVal/GRM Platform, and the County will be fully operational and will “Go Live” with the redesigned, and fully functional ProVal/Ascend Platform no later than July 31, 2016. References in the Agreement and Amendment #1 to the Agreement to ProVal/GRM or ProVal/Aumentum shall be deemed to be references to ProVal/Ascend. The County shall not unreasonably withhold Go Live acceptance; provided however, that the County reserves the right to postpone the “Go Live” date if, in the County’s sole discretion and not due to any delay or failure to perform on the part of Manatron, that additional time is necessary for reasonable User Acceptance Testing (“UAT”). In the event the County, in its sole discretion and not due to any delay or failure to perform on the part of Manatron, that additional time is required for UAT, the County and Manatron shall mutually agree on a new “Go Live” date.

3. At such time as the AV Platform (as defined below) is available for implementation in the State of Oregon by Manatron, and County is ready to upgrade to the AV Platform, the parties will mutually agree on a date and scope of the upgrade. There will be no additional charge for the (upgrade) software license to the AV Platform.

4. Notwithstanding Section 2.6 of Amendment #1, the County shall not receive the E-Government module as part of the ProVal/Ascend implementation.

5. Section 2.7 of Amendment #1 to the Agreement shall be replaced with the following:

“County shall be invited (but not obliged) to participate in any work group that is involved in the development or in the Beta Testing of the Aumentum Valuation (or equivalent next generation) A&T platform (the “AV Platform”) in the State of Oregon. For migration to the current solution (ProVal/Ascend), County shall receive twenty (20) days of training for ProVal and Ascend, with a maximum of 12 in-person training days. Manatron shall make additional in-person training days available at a rate of one thousand one hundred dollars (\$1,100) per day, plus travel expenses.”

6. The second sentence of Section 3.6 of Amendment #1 shall be deleted. The parties agree and consent to the immediate distribution of \$208,376.00 (License Fees) of the escrow funds to County and \$18,173.00 (Services Fees and travel and living expenses) to Manatron pursuant to Sections 4 and 5 of the Escrow Agreement between County and Manatron. The County shall pay Manatron the license fees for the ProVal/Ascend software based on the revised Milestones to be set forth in the revised Statement of Work, Project Schedule or Project Management Plan, but in no event shall the license fees for the ProVal/Ascend software exceed the license fees previously paid by Yamhill County under the Agreement. The parties hereby mutually agree to terminate the Escrow Agreement effective on the date all the escrow funds are distributed as described in this Section 6.

7. Except as modified in Section 3.8 of Amendment #1 or as otherwise modified herein or in the revised Statement of Work to be negotiated and agreed between the parties, there shall be no change to the total amount of Professional Services Fees and Licensing Fees. However, notwithstanding the above or language to the contrary in Amendment #1, the parties agree that the full forty percent (40%) retainage will be paid upon "Go Live" on ProVal/Ascend, with nothing withheld related to an upgrade to the AV Platform. Charges for any patches or fixes to the ProVal/Ascend software are included in the maintenance and support fees for the ProVal/Ascend software. All future payments (subject to applicable retainages) shall be delayed payments and shall only be made following delivery and acceptance of Deliverables and Milestones as provided in Exhibit A and as provided in the revised Statement of Work, Project Schedule and Project Management Plan.
8. Sections 3.10, 3.12, and 16.28 of Amendment #1 are deleted in their entirety.
9. In the event of a conflict or any inconsistency between the provisions of this Amendment #2 and the Agreement or Amendment #1, the conflict or inconsistency shall be resolved by giving precedence to the provisions of this Amendment #2.
10. Except as modified by the terms of this Amendment #2 or the revised Statement of Work, as negotiated and agreed between the parties in accordance with this Amendment #2, the Agreement and Amendment #1 shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Agreement and Amendment #1 not expressly modified herein or the revised Statement of Work, as negotiated and agreed between the parties in accordance with this Amendment #2, are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of the parties enforceable according to the terms thereof.
11. County and Manatron and each of the persons executing this Amendment #2 on behalf of County and Manatron hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #2 and has taken all action required to authorize such party (and each person executing this Amendment #2 on behalf of such party) to enter into this Amendment #2, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
12. All of the covenants contained in this Amendment #2 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.
13. This Amendment #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same amendment.
14. The foregoing recitals are intended to be a material part of this Amendment #2 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the County and Manatron have each caused this Amendment #2 to be signed and delivered by its duly authorized representative as of the date listed below.

Manatron, Inc.

By: [Signature]
Managing Director

Name: Joseph M. Jackson

Date: 8-28-15

Yamhill County, Oregon

By: [Signature]
County Executive

Name: Allen Springer

Date: 8-14-15

Approved As To Form
by [Signature]
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
8.6.15 by Board Order
15-325

EXHIBIT A

Deliverables

- Project Management Plan
- Data Conversion Plan
- Detailed Project Schedule
- Training Plan

Milestones

- Initial Data Conversion
- Business Process Analysis
- Full Data Conversion
- Client Training
- UAT Conversion
- UAT
- Production Conversion
- Go-Live
- Final Acceptance