

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

267



**FROM:** Larry W. Ward (Assessor-County Clerk-Recorder), Don Kent (Treasurer-Tax Collector), Robert Byrd (Auditor-Controller)

**SUBMITTAL DATE:**  
September 16, 2010

**SUBJECT:**

Integrated Property Tax Management System License Agreement with Manatron, Inc.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Authorize the Chairman of the Board to sign four (4) copies of the attached multi-year license agreement and ten (10) year financing plan agreement not to exceed \$30,718,930 (thirty-million seven-hundred eighteen thousand nine-hundred thirty dollars) with Manatron;
- 2) Authorize the Purchasing Agent to renew the maintenance and support agreement annually per the terms of the agreement for up to seven (7) - one year periods after Go-Live and sign any ministerial amendments that do not change the substantive terms of the agreement on behalf of the County; and
- 3) Authorize the Assessor-County Clerk-Recorder; Treasurer-Tax Collector; and Auditor-Controller to administer the agreement with Manatron.
- 4) Approve and direct the Auditor-Controller to make the budget adjustments cited in Schedule A.

FORM APPROVED COUNTY COUNSEL DATE 9/16/10  
 BY: NEAL R. KIPNIS  
 Departmental Concurrence  
 RCIT Assistant Director  
 Purchasing: Mark Seiler, Assistant Director  
 Policy  Consent   
 Policy  Consent   
 Dep't Recomm.: Per Exec. Ofc.:

Larry W. Ward  
 Assessor-County Clerk-Recorder

Don Kent  
 Treasurer-Tax Collector

Robert Byrd  
 Auditor-Controller

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 1,817,713	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 2,127,713	For Fiscal Year:	FY10/11

<b>SOURCE OF FUNDS:</b> Property Tax Systems Designation and CREST Capital Projects Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**APPROVE**  
 BY:   
 Christopher M. Hans

**County Executive Office Signature**

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: October 5, 2010  
 xc: ACR, Treasurer, RCIT, Purchasing, EO, Auditor

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

**Prev. Agn. Ref.:**      **District:** All      **Agenda Number:**

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

3.6

**BACKGROUND:**

The Assessor-County Clerk-Recorder; Treasurer-Tax Collector; and Auditor-Controller are re-engineering the County's 40-year-old Property Tax System. The County completed the first phase of this initiative in June 2009 with detailed analysis of the current Property Tax System.

This detailed analysis included the evaluation of property tax departmental business requirements to comply with California revenue and taxation code, laws, and regulations. This analysis produced recommendations for replacement of the Property Tax System subject to the risks identified with continued use of the current Property Tax System.

The County used the results of this analysis as a basis for Requests for Proposal PUARC-1104 (Integrated Property Tax Management System Implementation) and ASARC-025 (Computer Aided Mass Appraisal (CAMA) System Implementation). These Requests for Proposal produced competitive bid responses from the business community (seven for PUARC-1104 and five for ASARC-025). The County thoroughly analyzed these responses and selected Manatron as the most qualified vendor with the most cost-effective solution to implement a new Integrated Property Tax Management System and Computer Aided Mass Appraisal System for the County.

Manatron has been in business since 1969 with customers in 41 domestic USA states and international jurisdictions. Manatron products offer enterprise-level, integrated property software systems and services for state and local government. Manatron products focus on property recording, tax assessment, billing and collection. Manatron has deployed its software and services to over 1400 customers to collectively manage over 40 million property parcels enabling government jurisdictions to collect over one trillion dollars in revenue.

The Manatron solution for Riverside County is based on the Manatron GRM and CustomCAMA products. Manatron GRM utilizes state-of-the-art technology, already having been deployed in 12 other states beginning in 2004. Manatron is currently adjusting GRM for compliance with California revenue and taxation codes, laws, and regulations based on a contract award to another California county. Manatron will further adjust GRM and CustomCAMA to meet specific Riverside County requirements under the terms of the Agreement cited in this Form 11.

By using Manatron's existing property tax administration products as a basis to meet Riverside County's requirements, the County minimizes the risks associated with the complex technology implementations of an Integrated Property Tax Management System and Computer Aided Mass Appraisal System.

The County faces significant risks with continued use of its current 40-year-old property tax system. This system is based on the technologically obsolete IBM Z890 mainframe platform whose support is being terminated by IBM. The County is further challenged to find qualified engineers to maintain and support that fragmented system, which spans over 464 distinct business processes across the three property tax departments.

The Agreement attached to this Form 11 is consistent with the strategy and ten-year financial plan specified in Form 11 entitled "Implementation Strategy and Ten-Year Financial Plan for an Integrated Property Tax Management System and Computer Aided Mass Appraisal System."

**PRICE REASONABLENESS:**

Manatron's pricing and other negotiated contractual terms resulted in Manatron's selection as the most responsible and most responsive bidder. The pricing included in this Agreement is:

<b>Price Detail</b>	<b>Description</b>
\$16,476,730	Annuity subtotal
\$3,069,465	Holdback
\$310,000	Optional OnBase Document Management
\$850,200	Optional End User Training
\$1,173,000	Optional Report Development
\$1,153,615	Maintenance Year 1 (Contract Year 4)
\$1,188,224	Maintenance Year 2 maximum (Contract Year 5)
\$1,223,871	Maintenance Year 3 maximum (Contract Year 6)
\$1,260,587	Maintenance Year 4 maximum (Contract Year 7)
\$1,298,404	Maintenance Year 5 maximum (Contract Year 8)
\$1,337,357	Maintenance Year 6 maximum (Contract Year 9)
\$1,377,477	Maintenance Year 7 maximum (Contract Year 10)
<b>\$30,718,930</b>	<b>Total Contract Price (maximum)</b>

**KEY TERMS:**

- Negotiations with Manatron resulted in over six million dollars of reductions in pricing below those originally proposed
- Ten-year annuity-based payment plan offered by Manatron at five percent (5%) interest
- Three-year phased incremental implementation to provide usable software and services periodically through the development cycle
- Maintenance payment deferral until 6 calendar months after Go-Live (estimated payment deferral until Year 4)
- Annual maintenance price increases limited to three percent (3%) or Consumer Price Index (CPI) increase for Los Angeles, Riverside, and Orange counties, whichever is less, without going negative
- Manatron commitment to meet County requirements
- Most-favored County pricing to ensure lowest price to Riverside County
- Discounts for future maintenance subject to Manatron deployments in other California counties

**KEY TERMS:** (continued from Page 3)

- Two stage Fit/Gap process to ensure compliance with County requirements
  - Two Go/No-Go decision points
  - First Go/No-Go decision point is at No-Cost and No-Risk to the County
  - Second Go/No-Go decision point has pre-negotiated termination costs
- All-inclusive bundled licensing for related Manatron products
- Options for end user training, detailed report development, and Document Management
- Two-year final acceptance after Go-Live through property tax processing cycle
- Twenty percent holdback subject to two-year Final Acceptance
- Performance bond for most costly implementation phase (value \$7 million)
- Single vendor solution
- Uncapped programming and implementation services at a fixed cost to meet County requirements
- All Manatron workers will be based in the United States of America

**PAYMENTS:**

The following table summarizes payments, subject to option selection, for this Agreement:

Project	Manatron Financing Plan	Manatron Holdback Payments	OnBase Software	End User Training	Manatron Maint. & Support	Report Development	Per Year Total
Year 1	\$1,647,673			\$170,040			\$1,817,713
Year 2	\$1,647,673		\$310,000	\$170,040			\$2,127,713
Year 3	\$1,647,673			\$510,120		\$1,173,000	\$3,330,793
Year 4	\$1,647,673				\$1,153,615		\$2,801,288
Year 5	\$1,647,673	\$2,046,310			\$1,188,224		\$4,882,207
Year 6	\$1,647,673	\$1,023,155			\$1,223,871		\$3,894,699
Year 7	\$1,647,673				\$1,260,587		\$2,908,260
Year 8	\$1,647,673				\$1,298,404		\$2,946,077
Year 9	\$1,647,673				\$1,337,357		\$2,985,030
Year 10	\$1,647,673				\$1,377,477		\$3,025,150
Totals	\$16,476,730	\$3,069,465	\$310,000	\$850,200	\$8,839,535	\$1,173,000	\$30,718,930

**SCHEDULE A**

Increase appropriation: 33600-1200400000-525440	Professional Services	\$1,817,713
Expected offset: 33600-1200400000-309100	Reserve for construction	\$1,817,713

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3.13**

On motion of Supervisor Stone, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the recommendation from Assessor-Clerk-Recorder, Treasurer-Tax Collector And Auditor-Controller regarding Approval of a Multi-Year License Agreement with Manatron, Inc. for the Integrated Property Tax Management System and Approval of a Budget Adjustment is continued to Tuesday, October 5, 2010 at 9:00 a.m.

Roll Call:

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on September 28, 2010 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: September 28, 2010  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: *Karl Buster* Deputy

AGENDA NO.  
3.13

xc: Assessor, Treasurer, Auditor, COB

**AGREEMENT FOR LICENSED  
SOFTWARE AND SERVICES**

Effective as of the date that this Agreement is executed by the County of Riverside (the "Effective Date").

By and Between	And
<b>MANATRON, INC. ("Manatron")</b> 510 E. Milham Avenue Portage, Michigan 49002	<b>COUNTY OF RIVERSIDE , CA ("County")</b> 4080 Lemon Street; 6 <sup>th</sup> Floor MS 1102 Riverside, California 92501
Attention: <u>John R. Hansen, Vice President</u> Telephone No.: <u>(269) 567-2900</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>John.Hansen@Manatron.com</u>	Attention: <u>Brian Kovalsky, Property Tax Systems IT Officer, Project Manager</u> Telephone No.: <u>(951) 955-0350</u> Fax No.: <u>(951) 951-0310</u> E-mail Address: <u>GBKovalsky@riversidecrest.com</u>

This Agreement for Licensed Software and Services sets forth the terms and conditions under which Manatron shall license the Software programs and/or provide Maintenance and Support Services and other Services described in the Attachments that are attached to this Agreement for Licensed Software and Services. The term "Agreement" means this Signature Page, the attached Terms and Conditions, and all Attachments attached hereto or subsequently signed by the parties. Defined terms which are not defined herein shall have the meaning set forth in the Attachments.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

COUNTY OF RIVERSIDE

By: *Marion Ashley* **MARION ASHLEY**  
 Chairman, Board of Supervisors

Date: OCT 05 2010

ATTEST:

**KECIA HARPER-IHEM**

CLERK OF THE BOARD

By: *Kecia Harper-Ihem*  
 Deputy

MANATRON, INC.  
 By: *John R. Hansen*  
 Name and Title:  
 TaxID Number: 38-1983228

FORM APPROVED COUNTY COUNSEL  
 BY: *Neal R. Kipnis*  
 NEAL R. KIPNIS DATE 10/5/10

## TERMS AND CONDITIONS

### 1 SOFTWARE LICENSE.

1.1 **Grant.** Manatron grants to County a fully-paid, perpetual, nontransferable (except as otherwise provided in this Agreement) non-exclusive, irrevocable, unrestricted license to use the Software and System Documentation solely on the terms and conditions set forth in this Agreement.

1.2 **Scope of Rights.** County may:

Install the Software on the Designated Processor(s) and may, upon prior written notice to Manatron, move the Software to a different processor(s), or, in the event of a disaster, run the Software on a back-up processor(s).

If the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s).

Make copies of the Software for backup and archival purposes provided Manatron's copyright and other proprietary legends are reproduced on each copy. County shall keep appropriate records of the number and location of all copies and make such records available to Manatron upon request. All copies that are made by County shall be the property of Manatron.

Make copies of the System Documentation for County's internal use only, provided that Manatron's copyright and other proprietary legends are reproduced on each copy.

1.3 **Restrictions.** In addition to other restrictions set forth in this Agreement, County may not:

Use, copy, modify or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription or merged portion thereof except as expressly authorized under this Agreement;

Use the Software for any purpose for the benefit of any third party in a commercial, retail, service bureau or similar enterprise; however, Manatron acknowledges and agrees that County may use the Software for property tax administration and other County-related business functions for other entities;

Translate, reverse engineer, decompile, recompile, update, enhance or create derivations of all or any part of the Software or merge any Software with any other software or program including without limitation, the structure and sequence of any database and/or database files, except as permitted through any Manatron-certified Application Programming Interface (API) or Software Development Kit (SDK), including those created by County under this Agreement;

Without prior written approval of Manatron, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software; or

Without prior written approval of Manatron, modify, extend or add tables including without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for County under this Agreement; or

Remove the labels or any proprietary legends from the Software or its System Documentation.

The restrictions contained in paragraphs 3, 4 and 5 above shall not apply to the extent that the Source Code Escrow has been released to the County or the County has exercised its right to maintain and customize the Software following a termination of Manatron Maintenance and Support Services, provided, however, that any such modification or enhancement of the Software or the database structure by County shall be for the County's sole use as set forth in this Agreement.



- 1.4 **Title.** Manatron reserves all rights not expressly granted to County hereunder. County understands that the license granted herein transfers neither title nor proprietary rights to County with respect to the Software or System Documentation. Any documents and data supplied by County shall remain the property of County.
- 1.5 **Right to Audit.** Manatron shall have the right to, up to two (2) times per calendar year and upon written request, conduct a mutually agreed upon audit of County's use of the Software to monitor compliance with this Agreement. County will have unrestricted use of the Software and will not be billed by Manatron relating to an audit.
- 1.6 **Third-Party Software.** County acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that County has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to County under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor. To the extent Manatron adds Third-Party Software to provide any function required by the Documentation, Manatron shall be responsible for the proper functioning of such Third-Party Software and shall warrant same.
- 1.7 **Tools; Customizations.** Except as set forth below, County shall not have any right to independently make such changes to the underlying code of the Software. County may develop, or have developed by a third party, and shall retain ownership of and intellectual property rights to, hooks, interfaces or similar tools for use with the Software, provided that the hook, interface or tool does not require any modification or alteration of the underlying code of the Software. In the event that a third party is used, the County will require the third-party to sign a Manatron-provided Non-Disclosure Agreement. Manatron shall own all right, title and interest (including all associated intellectual property rights) in and to any Customizations to the Software, and County shall have a license to use such Customizations on the same terms as the Software provided under this Agreement. County shall have the right to modify or alter the underlying code of the Software in the event that the Source Code Escrow has been released to the County or the County has exercised its right to maintain and customize the Software following a termination of Manatron Maintenance and Support Services, subject to the restrictions set forth in Section 1.3.

## 2 **SERVICES and PAYMENT.**

Manatron shall provide Services (other than Maintenance and Support Services) as set forth in Attachment SOW.

The County shall pay Manatron for the Services, Software, Maintenance and Support Services and the license to use the Software pursuant to the terms set forth in Attachment PRC. Manatron shall not be entitled to any compensation from County except as set forth in Attachment PRC.

- 3 **Project Management Plan.** Manatron and County shall jointly develop the Project Management Plan using Manatron's standard implementation methodology; subject to mutual agreement with the County and as identified in Attachment SOW and Attachment PMP.
- 4 **Disaster Recovery.** The County will provide disaster recovery services for the operational systems deployed through this Agreement. Manatron will provide disaster recovery services to protect and restore Manatron development environments within three (3) calendar days of the occurrence of any event that would disable or otherwise impact those environments.

## 5 ADDITIONAL COUNTY RESPONSIBILITIES.

- 5.1 Communications Equipment.** County shall, at its sole expense, install and maintain communications equipment that will permit Manatron to have remote access to County's Computer System via Virtual Private Network or equivalent. Any Manatron authorized users must sign and agree to County remote access policies and standards. County acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Manatron's provision of Maintenance and Support Services.
- 5.2 Site Condition.** County shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.
- 5.3 Records.** County shall create and maintain timely, accurate and readable electronic back-ups of all data, program and system files.
- 5.4 Computer Virus Protection.** County shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and Database Software from computer viruses that may from time-to-time be transmitted or downloaded. Manatron shall not be responsible for any computer virus, unless it is contained in or is caused by a virus in the Software, and otherwise expressly disclaims any liability for loss or damage caused by any computer virus on County's Computer System or Database Software. Notwithstanding the foregoing, Manatron shall be responsible for any computer virus contained in or caused by the Software provided under this Agreement. Manatron must ensure that all Manatron equipment attached to County networks complies with County virus protection policies and standards.
- 5.5 Security.** County shall, at its own expense, protect the security of its Computer System and prohibit unauthorized access to the Computer System. Manatron agrees to comply with all County security policies. Manatron, if at no fault of its own, shall not be responsible for any security breach. Manatron, if there is no fault of its own, expressly disclaims any liability for loss or damages caused by the unauthorized access to County's Computer System. Manatron must ensure that all Manatron equipment attached to County networks complies with County security policies and standards.

## 6 WARRANTIES.

- 6.1 Software.** Manatron warrants that the Software will conform in all material respects to the requirements of this Agreement and the functional specifications contained in its then-current Documentation for a period of three-hundred sixty-five (365) days after the Go-Live Date. Manatron agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. In addition, Manatron warrants that any Enhancement, Customization, Compliance Update and/or Error Correction will conform in all material respects to the requirements of this Agreement and the functional specifications contained in the then-current Documentation. The warranty for any Enhancement, Compliance Update and/or Error Correction shall expire simultaneously with the expiration of the Software warranty. Manatron warrants that the Software does not contain any disabling devices that would allow Manatron to terminate operation of the Software. Manatron further warrants that the Software does not contain any viruses. Manatron warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Manatron is obligated, which breach would have a material effect upon this Agreement. Manatron shall respond to warranty claims using the same procedure and response times as are provided for Errors pursuant to Attachment MNT.

- 6.2 Third-Party Software; Hardware.** EXCEPT AS SET FORTH IN SECTION 1.6, MANATRON MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. MANATRON EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.3 Exclusions.** Manatron's warranty obligations and other obligations under this Agreement with respect to the Software are expressly conditioned upon County's proper use and do not include:
- Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse or use other than Ordinary Use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of Manatron;
  - Problems relating to or caused by (a) any hardware, third-party software, Internet Service Provider (ISP) or software that was not supplied by Manatron or (b) use of a Computer System that does not meet the Minimum Requirements; or
  - Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.
  - Errors, defects, and malfunctions that are traceable to any of the foregoing or any County errors or system changes, any ISP, or any third-party hardware and/or software shall be billed at Manatron's hourly rates as agreed upon by both parties.
- 6.4 Disclaimer.** THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. EXCEPT AS STATED IN THIS AGREEMENT, MANATRON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.
- 7 ADMINISTRATION/CONTRACT LIAISON.** The County Project Manager, or designee, shall administer this Agreement on behalf of the County. The County Project Manager is to serve as the liaison with Manatron in connection with this Agreement.
- 8 HOLD HARMLESS/INDEMNIFICATION.** Manatron shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of Manatron, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. Manatron shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by Manatron, Manatron shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Manatron's indemnification of County. Manatron's obligations hereunder shall be satisfied when Manatron

has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Manatron's obligations to indemnify and hold harmless the County.

- 9 INSURANCE.** Without limiting or diminishing Manatron's obligation to indemnify or hold the County harmless, Manatron shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement.
- 9.1 Workers' Compensation.** If Manatron has employees as defined by the State of California, Manatron shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
- 9.2 Commercial General Liability.** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Manatron's performance of its obligations hereunder. Policy shall name County of Riverside and all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement and be no less than three (3) times the occurrence limit.
- 9.3 Vehicle Liability.** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Manatron shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name County of Riverside and all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- 9.4 Professional Liability Insurance.** Manatron shall maintain Professional Liability Insurance providing coverage for Manatron's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If Manatron's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Manatron shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from its new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Manatron has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.
- 9.5 General Insurance Provisions - All lines**
1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2. Manatron must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the County, and at the election of the Country's Risk Manager, Manatron's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. Manatron shall cause Manatron's insurance carrier(s) to furnish the County with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Manatron shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
4. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. The County's Reserved Rights - Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Manatron has become inadequate.
6. Manatron shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

## 10 INTELLECTUAL PROPERTY INDEMNIFICATION.

- 10.1 **Scope.** Manatron agrees to indemnify and defend County against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon County's own internal use of the Software in accordance with this Agreement and to pay any damages and costs (including but not limited to attorneys' fees) finally awarded against County or paid in settlement. Manatron shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing. Manatron agrees that it will not enter into a settlement hereunder without the written approval of the County.

- 10.2 Notice.** County shall give Manatron prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Manatron's rights in the Software.
- 10.3 Alternatives.** Manatron shall not be responsible for any settlement entered into without its consent. In the event of a claim or action regarding intellectual property infringement, Manatron may, in its sole discretion, (a) procure for County the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license and service fees paid by County.
- 10.4 Exclusions.** Manatron shall have no obligation under this Section with respect to any claim or action that is based upon (a) County's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware or system; (c) modification of the Software other than by a representative of Manatron; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.
- 10.5 Sole Remedy.** This Section states Manatron's sole responsibility and obligation, and County's sole and exclusive remedy for any infringement claim.

## **11 SOFTWARE MAINTENANCE AND SUPPORT.**

- 11.1 Maintenance and Support Services.** Maintenance and Support Services for the Software shall be provided by Manatron pursuant to the terms of Attachment MNT, subject to County's renewal of its Agreement with Manatron to provide Maintenance and Support Services and payment of the relevant fees pursuant to Attachment PRC.
- 11.2 Continued Support for Vendor Software.** If, at any time, (a) Manatron discontinues support for an item of Manatron Software and (b) the County continues its use of the Software in a manner not in breach of this Agreement (or other applicable license agreements, if any), and (c) the County maintains Manatron Software by accepting all Software Updates with respect thereto, then at the County's request, Manatron shall, at its sole discretion and election, either (1) arrange for long-term support (at a price to the County no greater than the actual cost of providing the support) by an entity that has access to the source code for such item of Manatron Software or (2) grant to the County a perpetual license (at no cost to the County) for Manatron-owned source code corresponding to the items of Manatron Software for the County's internal use by the County's employees, agents, consultants, and independent contractors ("County Personnel"), solely for purposes of trouble analysis, namely, isolating, diagnosing, and fixing problems in the Software, provided that prior to receiving access to such source code, the County shall with respect to County Personnel enter into a confidentiality agreement in form and substance substantially similar to Attachment NDA.

## 12 CONFIDENTIAL INFORMATION.

- 12.1 Defined.** As used in this Section, "Confidential Information" includes the Software and Customizations in any embodiment, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal County and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private or proprietary legend. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding the foregoing, Manatron understands and agrees that this Agreement and any accompanying schedules, appendices, attachments, or exhibits are not Confidential Information and they may be disclosed. For example, they may appear on County's internet site as part of the agenda materials for the Board of Supervisors. Also, notwithstanding any provision in this Section, County specifically acknowledges that the Software, including without limitation the database architecture and sequence, and Documentation comprise Confidential Information and know-how that are the exclusive property of Manatron.
- 12.2 Nondisclosure.** The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication by its employees or agents. County further agrees that it will not allow any form or variation of the Software to enter the public domain without the prior written consent of the County. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Notwithstanding the terms of Attachment NDA and the exception set forth in Section 12.3(a), Manatron agrees that all data provided by the County to Manatron shall be automatically designated as Confidential Information and that County data shall not be disclosed by Manatron to any Third Party without the prior written consent of the County whether or not such data is a public record or available to the public through electronic access provided by the County.
- 12.3 Exceptions.** A party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law, including but not limited to the California Public Records Act and the Brown Act.
- 13 DISPUTES.** In the event of a dispute arising out of or relating to this Agreement, the parties shall attempt to settle the matter amicably at the working level. Where the parties are unable to resolve the dispute, either party may, by notice setting out the particulars of the dispute, immediately refer the matter to the senior management of the parties. Specifically, any dispute will in the first instance be escalated to the County Project Manager and to the Manatron Project Manager for resolution. If the dispute persists three (3) business days following such first escalation, the County Project Manager may immediately escalate the dispute to Manatron's Vice President of Strategic Planning. If the dispute persists ten (10) business days after such second escalation, the County Project Manager may immediately escalate the dispute to Manatron's

Chief Executive Officer. Dispute resolution meetings shall be held in Riverside, California if reasonably requested by County.

If the parties are unsuccessful at resolving the dispute following this procedure, then the parties shall immediately participate in a mediation at Riverside, California before a third party mediator in an attempt to resolve the dispute. The parties shall attend a second mediation session if the dispute remains unresolved.

Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the County's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith.

Manatron shall proceed diligently with the performance of this Agreement pending the attempted resolution of a dispute.

In the event one of the foregoing titles or positions no longer exists at the County or Manatron respectively at the time of a dispute hereunder, references herein shall be deemed to be references to the then-corresponding titles or positions.

## **14 GENERAL.**

- 14.1 Standard of Performance.** Manatron represents that it has the skills, expertise, and licenses/permits necessary to perform the Services required under this Agreement. Accordingly, Manatron shall perform all such Services in the manner and according to the high standards observed by a competent practitioner of the same profession in which Manatron is engaged. All products of whatsoever nature, which Manatron delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the high standards of quality normally observed by a person practicing in Manatron's profession. Manatron shall correct or revise any errors or omissions, at County's request, without additional compensation. All required permits and/or licenses shall be obtained and maintained by Manatron without additional compensation.
- 14.2 Debarment and Suspension.** Manatron certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or county government contracts. Manatron certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- 14.3 Future Developments.** At least quarterly, Manatron shall at no additional charge be required to report to the County in writing in sufficient detail any changes in industry standards, developments in technology or practices that might reasonably be expected to be relevant to the operation, maintenance or improvement of the System, and any other evolution of functions, features or technology that might reasonably be expected to have an impact on the state-of-the-art functionality of the System or that Manatron feels would be beneficial to the System.
- 14.4 Inspection of Service; Quality Control/Assurance.** Manatron shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a County representative or other regulatory official to monitor, assess or evaluate Manatron's performance under this Agreement at any time upon reasonable notice to Manatron.
- 14.5 Inspection of Work.** The County will have the right to inspect and test Manatron's work during normal working hours, on reasonable prior notice. Such County inspections will not unduly



interfere with Manatron's performance. No such inspection by the County will limit Manatron's obligations with regard to the testing, performance and other requirements of this Agreement.

- 14.6 Technology Life Expectancy.** County understands, acknowledges and agrees that the technology upon which the Software and Third-Party Software is based changes rapidly. County further acknowledges that Manatron will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality and usability. As a result, Manatron does not represent or warrant that the Software and/or Third-Party Software provided to County under this Agreement or that the Computer System recommended by Manatron will function for an indefinite period of time. Rather, Manatron and County may, from time to time, analyze the functionality of the Software, Third-Party Software and Computer System in response to changes to determine whether County must upgrade the same. County upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. County upgrades may also include the installation and/or removal of Third-Party Software. County is solely responsible for all costs associated with future resources and upgrades excluding Manatron products and excluding third-party products incorporated by Manatron unless otherwise stated in this Agreement. Notwithstanding the foregoing, Manatron agrees that the Software shall be designed to remain functional on the hardware designated in Attachment CFG for a period of no less than three years following Final Acceptance.
- 14.7 License and Permits.** Manatron's employees shall possess all applicable licenses and certifications required by the State of California and the County of Riverside. Such licenses and certifications are to be presented to the County prior to the contract signing. Manatron shall also maintain all other business and professional licenses that may be required by Federal, State and local codes.
- 14.8 Off-Shore Outsourcing of Services.** Manatron certifies that any Services performed on any purchase order or contract with the County, either by contractor or any sub contractor, will be performed solely by workers within the United States.
- 14.9 Non-Appropriation of Funds.** The County obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of County funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, County shall immediately notify Manatron in writing; and this Agreement shall be deemed terminated and have no further force and effect.
- 14.10 Records and Documents.**
- 14.10.1** Manatron shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Manatron's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Manatron's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Manatron shall be subject to the examination and audit of the California State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Manatron shall participate in any audits and review, whether by County or the State, at no charge to County.
- 14.10.2** Manatron shall make available, upon written request by any duly authorized Federal, State or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the Manatron's costs related to this Agreement. All such books, documents and records shall be maintained by Manatron for at least five

years following termination of this Agreement and be available for audit by the County. Manatron shall provide to the County reports and information related to this Agreement as requested by County.

- 14.11** In the event the Contractor receives payment under this Agreement which is later disallowed by County for nonconformance with the terms of the Agreement, Manatron shall promptly refund the disallowed amount to the County on request; or at its option the County may offset the amount disallowed from any payment due to the Manatron.
- 14.12** Manatron shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. Manatron warrants that it has good title to all materials or products used by Manatron or provided to County pursuant to this Agreement, free from all liens, claims or encumbrances.
- 14.13** Manatron shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).
- 14.14 County List; Publicity.** County authorizes Manatron to use the County name in its list of Counties. Manatron shall not use County name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Manatron shall not use County name or logo in any manner that would give the appearance that County is endorsing Manatron. Manatron shall not in any way contract on behalf of or in the name of County. Manatron shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning County or its projects without obtaining the prior written approval of County.
- 14.15 Non-Discrimination.** Manatron shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.
- 14.16 EDD Reporting Requirements.** In order to comply with child support enforcement requirements of the State of California, the County may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. Manatron agrees to furnish the required data and certifications to the County within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of Manatron to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of Manatron to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If Manatron has any questions concerning this reporting requirement, please call (916) 657-0529. Manatron should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).
- 14.17 Excusable Delays.** Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, or which could not have been reasonably

anticipated by the party provided that such party has taken reasonable steps to mitigate the effects of such delay. Excusable delays shall not apply to any hardship resulting from changes in general economic conditions, strikes or labor shortages.

- 14.18 Taxes.** Manatron has verified that the current tax-related amounts to be paid by the County under this Agreement are set forth in Attachment PRC with respect to the pricing set forth therein and include all applicable state and local sales taxes.
- 14.19 Independent Contractor.** It is mutually understood and agreed that Manatron, (including any and all of its officers, agents, and employees), shall perform all of its Services under this Agreement as an independent contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Manatron shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Manatron is performing its obligations in accordance with the terms and conditions hereof. Manatron understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Manatron shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. Manatron shall be solely responsible and save County harmless from all matters related to payment of Manatron's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Manatron may be providing services to others unrelated to the County or to this Agreement.
- 14.20 Conflict of Interest.** Manatron covenants that Manatron presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Manatron further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Manatron. County retains the right to waive a conflict of interest disclosed by Manatron if County determines it to be immaterial, and such waiver is only effective if provided by County to Manatron in writing.
- 14.21 Nonexclusive Agreement.** Manatron understands that this is not an exclusive agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Manatron as the County desires.
- 14.22 Notices.** Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto; but any element of such party's address which is not specified in that notice shall not be deemed changed.
- 14.22.1 Delivery.** Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States Postal Service or commercial overnight courier or facsimile, in each case delivered to the address set forth above for the recipient. Any written notice required to be sent under Attachment TRM or the Dispute Resolution Section hereinafter must be sent by U.S. or commercial overnight courier.
- 14.22.2 Receipt.** Communications shall be deemed received, if by courier or overnight express delivery, when delivered as evidenced by the delivery company's records; if by facsimile, upon confirmation of receipt by the sending facsimile machine.

- 14.23 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Manatron shall, during the term of the Agreement, comply with all applicable federal, state and local rules, regulations and laws. Any legal action related to this Agreement shall be filed only in the Superior Court of the State of California or the U.S. District Court located in Riverside, California. Prior to the filing of any legal action, the parties shall participate in a mediation at Riverside, California before a third party mediator in an attempt to resolve the dispute. The parties shall attend a second mediation session if the dispute remains unresolved.
- 14.24 Injunctive Relief.** Manatron and County agree that in the event of any breach of the Confidentiality provisions hereunder, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.
- 14.25 Statute of Limitations.** No party may commence an action under this Agreement more than four (4) years after the expiration of its term, or, in the event of a breach, more than four (4) years after the occurrence of the breach, or, in the event the breach is not discovered by the injured party when it has occurred, more than four (4) years after the breach could, in the exercise of due diligence, have been discovered by such party.
- 14.26 Subcontractors.** Manatron reserves the right to subcontract work, as it deems necessary, to perform the Services under this Agreement. Manatron shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees. Manatron shall not engage a subcontractor under this Agreement without the express written approval of the County.
- 14.27 Waiver.** No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition or the circumstance giving rise to such right.
- 14.28 Successors and Assigns.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- 14.29 Section Headings.** The headings of the several sections shall be solely for the convenience of reference and shall not affect the meaning, construction, or effect thereof.
- 14.30 Amendments.** No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties. For the County, only the Board of Supervisors of the County or other party to which the Board of Supervisors delegates authority may be considered a duly authorized representative of the County. The primary procedure for the proposal and acceptance of amendments to this Agreement shall be the process set forth in Attachment CHG.
- 14.31 Assignment.** County shall not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Manatron, which consent shall not be unreasonably withheld or delayed. Manatron shall not assign or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the County, which consent shall not be unreasonably withheld or delayed.
- 14.32 Severability.** If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

**14.33 Attachments.** The following documents attached hereto are incorporated by reference and made a part of this Agreement with the same force and effect as though set forth in their entirety herein.

ATP	Acceptance Testing
CFG	Configuration
CHG	Change Management
DEF	Definitions List
DOC	Documentation
LSM	Licensed Software Modules
MNT	Maintenance Services
NDA	Non-Disclosure Agreement
PMP	Project Management
PNL	Key Personnel
PRC	Pricing
QAS	Quality Assurance
REQ	Requirements
RQI	Required Information
SCE	Source Code Escrow
SCH	Schedules
SOW	Statement of Work
TRM	Termination
TRN	Training

The documents comprising this Agreement are not intended to have inconsistent or conflicting provisions. If two provisions are susceptible to more than one interpretation, not all of which are conflicting, such provisions shall be interpreted reasonably so as to avoid an interpretation of conflict between them.

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# Attachment ATP

## Acceptance Testing

### 1 General

During the phased implementation test periods, as set forth in Attachment SOW, the County may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, the County shall promptly notify Manatron in writing and Manatron shall work diligently to correct all nonconformities free of cost to County.

Manatron will provide all services required to test IPTMS. This includes all Unit Testing, Integration Testing, System Testing, Performance/Load/Stress Testing, Data Conversion Testing, User Acceptance Testing, Security and Regression Testing and other required testing.

Manatron will generate all test plans, test scenarios/procedures, and test data required to fully test IPTMS, subject to review and confirmation by County that such plans, scenarios and procedures are adequate to fully test for Errors and confirm functionality. The County will provide resources to assist in extracting data from legacy systems to support the generation of test data, in addition to providing legacy instances of test databases to support the testing activities.

Manatron will provide support services to the County during the Data Conversion Testing and the User Acceptance test periods.

In general, the following types of testing will be completed during the course of the project implementation:

- Unit Testing
- Integration Testing
- System Testing
- Performance, Load, Stress Testing
- Data Conversion Testing
- User Acceptance Testing
- Security Testing
- Regression Testing

Manatron will develop a test strategy document to define the strategy for Unit Testing, Integration Testing, System Testing, Performance/Load/Stress Testing, Data Conversion Testing, User Acceptance Testing and Security and Regression Testing. Manatron will have primary responsibility for Unit Testing, Integration Testing, System Testing, Performance/Stress/Load Testing, Security Testing, Regression Testing and other testing prior to delivery. The County will have primary responsibility with the assistance of Manatron for Data Conversion Testing and User Acceptance Testing. The County shall have the right to review and approve all test results provided by Manatron whether or not Manatron is designated as being solely responsible for a phase of testing and to conduct any of its own



## Attachment ATP

# Acceptance Testing

tests that the County deems appropriate prior to satisfaction of the Test Exit Criteria for each phase of testing. The County agrees that it shall exercise such rights in good faith and in a manner that does not unreasonably delay the development schedule. Acceptance of test results by County during each phase of testing shall not waive or relieve Manatron from its general obligation to provide Software that meets the warranty requirements and the terms of Final Acceptance.

## 2 Unit Testing

Unit Testing is conducted to verify that individual units of source code are ready for use. The smallest piece of testable Software in the application is isolated from the remainder of the code to determine whether it behaves exactly as expected. Each unit is tested separately before integrating them into other components.

### 2.1 Responsibilities

Manatron is solely responsible for Unit Testing. Manatron will provide the County with the results of Unit Testing.

### 2.2 Data Sources

Manatron will use converted County data for testing.

### 2.3 Test Entrance Criteria

Unit Testing will begin when the following Test Entrance Criteria are satisfied:

- Development of the particular unit is completed; and
- Unit test scripts are ready for use

### 2.4 Test Exit Criteria

Unit Testing is complete when the following Test Exit Criteria are satisfied:

- Unit successfully passes/completes the test; and
- All test results have been documented

## 3 Integration Testing

Integration Testing is conducted to prove that a module or group of interfacing modules operate as expected. Testing will focus on the correct functioning of (1) the interfaces among units and (2) the features, which the integrated assembly of units is to support. Integration test cases will be developed by Manatron. Integration Testing includes:

## Attachment ATP Acceptance Testing

- Application software
- Middleware
- System software
- Communications and network software

### **3.1 Responsibilities**

Manatron is solely responsible for Integration Testing. Manatron will provide the County with the results of Integration Testing.

### **3.2 Data Sources**

Manatron will use converted County data for testing.

### **3.3 Test Entrance Criteria**

Integration Testing will begin when the following Test Entrance Criteria are satisfied:

- Unit Testing is complete
- Manatron's development department releases the component to Manatron's QA department; and
- Integration test scripts are ready for use

### **3.4 Test Exit Criteria**

Integration Testing is complete when the following Test Exit Criteria are satisfied:

- Component successfully passes/completes the test;
- Results are logged and testing metrics updated; and
- The Integration Test Report is completed

## **4 System Testing**

System Testing is conducted to verify that the system as a whole meets details as specified in the Documentation. System Testing is an end-to-end test to identify Errors in functionality and Errors in non-functional quality attributes, such as performance, reliability and usability.

### **4.1 Responsibilities**

Manatron is solely responsible for System Testing. Manatron will provide the County with the results of System Testing.

### **4.2 Data Sources**

Manatron will use converted County data for testing.

## **Attachment ATP Acceptance Testing**

### **4.3 Test Entrance Criteria**

A Software component is ready for System Testing when the following entrance criteria are met:

- The Manatron QA Department has released the component which has successfully completed Unit and Integration Testing; or
- A Manatron partner has delivered a component; and
- The Manatron test script is available for execution

### **4.4 Test Exit Criteria**

System Testing is complete when the following exit criteria are satisfied:

- Successful completion of all System Test scenarios/test cases
- Results are documented; and
- System Test Report is completed

## **5 Performance/Load/Stress Testing**

The Manatron test plan will include documentation of the existing infrastructure as well as baseline and diagnostic statistics. The tests will be performed in an environment similar to actual production environment with workload and users with both LAN and remote access connections.

### **5.1 Responsibilities**

- Manatron is responsible for Performance, Load, and Stress Testing
- The County will resolve network related issues that may impact System performance
- The County will resolve unavailable System resources – e.g. database, disk storage, CPU time, and user connections
- County will review test results and provide Manatron with review comments and approval of System performance if the System performance meets the County's performance expectations

### **5.2 Test Entrance Criteria**

- Test plan and procedures are complete
- Environment is available; and
- A sufficient amount of converted data is available

## Attachment ATP Acceptance Testing

### 5.3 Test Exit Criteria

- Successful completion of all Performance Tests; and
- Results are documented

### 5.4 Performance Testing

To gauge true performance of the System, Performance Testing will be conducted on high volume of converted data. Key parameters to be evaluated will include:

#### 5.4.1 Network performance

- Network bandwidth
- Network utilization
- Interface statistics, hosts and network devices
- Host, application server and client (e.g., desktop) interface statistics
- Packets/second, bytes/second
- Round-trip performance and latency
- Availability
- Network errors, link quality
- Network device logs, configuration files
- Routing, switching implementation

#### 5.4.2 System performance

- CPU utilization, run queues
- Memory utilization
- Paging, swapping
- Context switching, system calls, interrupts
- I/O and caching
- Virtual memory utilization and management
- Kernel tuning
- User configuration
- Processes and applications

#### 5.4.3 Database/Application performance

- Application efficiency
- Execution rates
- Memory efficiency
- Buffer cache efficiency
- Application I/O
- Background process I/O

## Attachment ATP Acceptance Testing

### 5.4.4 Platform Specific Performance

- Microsoft.NET Framework common language runtime
- ASP.NET related metrics

### 5.4.5 Business Metrics

As defined by the County, these metrics are indicators of business-related information, such as the number of updates in a given timeframe.

### 5.5 Load/Stress

- Response time
- Throughput (transactions per second)
- Resource utilization (processor, memory, disk input output (I/O), and network I/O)
- Maximum user load
- Business related metrics

## 6 Data Conversion Testing

Data Conversion Testing ensures that legacy data is accurately extracted, transformed or converted and loaded into the database.

### 6.1 Responsibilities

Manatron will develop and test the programs to load legacy data into the GRM database modified appropriately to support functional requirements. The County and Manatron will develop a mutually agreeable Data Conversion Test Plan including appropriate audit trails and summary reports. Manatron will initiate and manage all programs and procedures needed to load legacy data into the Manatron system. The County and Manatron will implement the Data Conversion Test Plan.

### 6.2 Test Entrance Criteria

Data Conversion Testing will begin when the following criteria are met:

- Environment is available for use
- Setup and configuration is sufficiently populated for Data Conversion Testing; and
- Converted database has been successfully installed

## **Attachment ATP**

### **Acceptance Testing**

#### **6.3 Test Exit Criteria**

- The County and Manatron will perform a reasonable number of iterations of the extraction, cleansing, and loading process
- The conversion iterations will result in at least one iteration that achieves 95% of the data being successfully loaded into the system

### **7 User Acceptance Testing**

User Acceptance Testing (UAT) is performed to ensure the system meets user needs and requirements. The County will conduct two (2) types of User Acceptance Testing – Pre-UAT and Formal UAT. Pre-UAT is to identify discrepancies and defects prior to Formal UAT. Pre-UAT also allows the County to become more familiar with the product software, verify the accuracy of software enhancement and corrective action, conduct additional data conversion verification, and refine test cases prior to Formal UAT. Errors detected during Pre-UAT will be reported to Manatron for corrective action. Formal UAT is to confirm that the system is production ready. UAT is performed independent from software development activities, design verification and System Testing.

With Manatron's assistance, the County will develop comprehensive test scripts. When executed, these test scripts will ensure all requirements have been satisfied as defined in the Documentation. The County may utilize Manatron provided test scenarios/test cases developed and used during Manatron internal testing. Details of User Acceptance Testing are described in the User Acceptance Test Plan. This test plan will include provisions for Manatron to provide informal training to the County test writers on application functionality. This training will be conducted after Fit/Gap Analysis has occurred but prior to the start of the development of test scripts.

The County will report to Manatron each defect so the problem can be corrected. Manatron will manage status tracking of issues related to User Acceptance Testing, to include a weekly status report regarding resolution of each issue. Manatron will provide the County with access to a mutually agreeable problem reporting and tracking system. Manatron will notify the County when defects are resolved along with the modified software. The County will test modified software to verify successful corrective action.

#### **7.1 Data Sources**

UAT requires data converted from County legacy sources.

#### **7.2 Responsibilities**

- Manatron will assist the County in development of the User Acceptance Test Plan
- The County will create test scenarios and test cases
- The County will be responsible for execution of the User Acceptance Test Plan

## **Attachment ATP Acceptance Testing**

- Manatron will provide support services to the County during the User Acceptance Test periods
- The County will provide functional users to conduct testing and evaluation of test results
- The County is responsible for testing modified Software

### **7.3 Test Entrance Criteria**

#### **7.3.1 Pre-UAT acceptance testing entrance criteria**

- Environment available for use
- Manatron initial product Software including modifications to address gaps have been delivered and installed at the County
- County determines that a sufficient amount of validated converted data is available
- An adequate number of test scripts are ready for execution
- Informal training has been completed; and
- System Testing is complete

#### **7.3.2 Formal UAT acceptance testing entrance criteria**

- Environment available for use
- Manatron Software, modifications to address gaps, and corrections to defects and issues identified during Pre-UAT have been delivered and installed at the County
- Data Conversion Testing has been successfully completed as defined in the Conversion Acceptance Test Plan
- County test scripts are ready for execution
- No more than two calendar weeks of scheduled Pre-UAT remain; and
- The County has successfully completed a sufficient number of Pre-UAT to be confident that UAT on those same requirements can begin

### **7.4 Test Exit Criteria**

Testing is considered successful when:

- All test cases execute without any Priority 1 or Priority 2 Errors as defined in Attachment MNT
- Manatron provides a schedule acceptable to County for the resolution of Priority 3 or Priority 4 Errors as defined in Attachment MNT.
- The requirements identified in the User Acceptance Test Plan have been met; and
- All documentation for test cases and test results must be readily traceable by County to the (i) applicable Licensed Software Modules as described in Attachment LSM and the (ii) requirements set forth in the Documentation.

## Attachment ATP Acceptance Testing

### 8 Security Testing

Security Testing will be performed to protect the integrity, confidentiality, and availability of information processed, stored, or transmitted; information technology assets from unauthorized use or modification; and all data and systems from accidental or intentional damage or destruction.

Manatron and the County will develop a mutually agreeable Security Test Plan which will ensure IPTMS and all applicable interfaces conform to all industry best security practices and County security policies and standards. In general, testing will address database security, network security, application security, and data security.

#### 8.1 Responsibilities

Manatron has primary responsibility for:

- Database security
- Application security
- Data security

The County has primary responsibility for:

- Network security

#### 8.2 Test Entrance Criteria

This will be defined in the Security Test Plan.

#### 8.3 Test Exit Criteria

This will be defined in the Security Test Plan.

### 9 Regression Testing

Regression Testing focuses on finding defects after any modifications to the system including but not limited to database, source code, system configuration, and/or hardware configuration have occurred. Regression Testing will be performed before any new releases are delivered and/or changes are put into production.

Manatron and the County will develop a mutually agreeable Regression Test Plan. At a minimum the following areas will be addressed in the test plan:

- Any functionality that was affected by the change
- Original functionality of the system by re-running previously successful tests



## **Attachment ATP Acceptance Testing**

- Performance of the System after the change was introduced
- Security

The depth of testing will depend on the scope and the risk of the modifications.

### **9.1 Data Sources**

Regression Testing requires converted data.

### **9.2 Responsibilities**

- Manatron is responsible for performing Regression Testing
- The County is responsible for confirming all Regression Tests and results.

### **9.3 Test Entrance Criteria**

This will be defined in the Regression Test Plan.

### **9.4 Test Exit Criteria**

This will be defined in the Regression Test Plan.

# Attachment CFG

## Configuration Details

### 1 General

This Attachment identifies the Manatron recommended configuration for the implementation of IPTMS. Environment details in this Attachment are based upon preliminary discussions between the County and Manatron and will be reviewed and finalized prior to implementation. The recommended server environment will consist of seven primary servers and three failover servers residing in two data centers. Database servers are configured as physical devices. IIS servers are configured either as a set of virtual servers or as a physical single server with multiple instance of GRM installed, depending on the final configuration of the IPTMS environment. Mutually agreed upon alternative specifications may be substituted for those herein.

### 2 County Data Centers

The County intends to use two data centers, one primary site and one failover site. Data Center sites are to be determined by the County. Candidates for the 'Primary' data center are the existing RCIT and ACR sites. Candidates for the 'Failover' data center are the Iron Mountain site in Boulder CO and the ACR site. Manatron has adapted the GRM infrastructure architecture requirements to be consistent with this Attachment. The following tables and diagrams reveal the location of all major system and data components. An optional second data center site may be added to provide redundancy for non-catastrophic outages.

### 3 Microsoft SQL Licensing and Database Size

The County of Riverside currently has a Microsoft Volume Licensing Agreement – Microsoft Enterprise Agreement (EA) in place for SQL licensing. The County will be required to purchase additional SQL Server Licensing for each new database server. The County has existing Microsoft SQL Server CAL licensing for the expected user base. Based on the County's parcel count and the back-loading of historical data the estimated size a GRM / CAMA database will be approximately 3 TB.



## Attachment CFG Configuration Details

### 4 Minimum Configuration

Manatron specifies the following minimum configuration details for its standard GRM product. These are provided here as a reference. Actual IPTMS configurations are further identified in this Attachment.

#### 4.1 Server Environments

The recommended IPTMS server environments are:

**Table 4-1: Manatron Minimum Configuration - Database Servers**

Database Server	1-15 Users	15-50 Users	51-100 Users
Processor:	3GHz Intel Xeon	Dual 3GHz Intel Xeon	Quad 3GHz Intel Xeon (4MB Cache)
Memory:	2GB of RAM	4GB of RAM	8GB of RAM
Disk Subsystem:	Current SCSI RAID Controller RAID Level 5 Drive (Three or more 15,000 RPM Disk Drives) 24x CD-ROM Drive 40/80GB DLT Tape Drive	Current SCSI RAID Controller(s) RAID Level 1 Drive (Two 15,000 RPM Disk Drives) Operating system and memory swap file RAID Level 1 Drive (Two 15,000 RPM Disk Drives)	Current SCSI RAID Controller(s) RAID Level 1 Drive (Two 15,000 RPM Disk Drives) Operating system and memory swap file RAID Level 1 Drive (Two 15,000 RPM Disk Drives) RDBMS Logs

## Attachment CFG Configuration Details

**Table 4-1: Manatron Minimum Configuration - Database Servers**

Database Server	1-15 Users	15-50 Users	51-100 Users
		RDBMS Logs RAID Level 5 Drive (Three or more 15,000 RPM Disk Drives) RDBMS Data and Image Data 100/200 DLT Tape Drive or Library	RAID Level 5 Drive (Three or more 15,000 RPM Disk Drives) RDBMS Data and Image Data 400/800 LTO-3 Tape Drive or Library
<b>Network:</b>	1 Gb Ethernet Card	One or Two 1 Gb Ethernet Cards	Two 1Gb Ethernet Cards
<b>Software:</b>	Windows Server 2003 SQL Server 2005 Symantec Backup Exec VPN / Remote Desktop	Windows Server 2003 SQL Server 2005 Symantec Backup Exec VPN / Remote Desktop	Windows Server 2003 SQL Server 2005 Symantec Backup Exec VPN / Remote Desktop

## Attachment CFG Configuration Details

**Table 4-2: Manatron Minimum Configuration - Application Servers**

Application/Web Server(s)	GRM Records & Tax (30 users per server)	GRM CAMA, Records & Tax (40 users per server)	GRM CAMA & Records (50 users per server)
Processor:	Dual 3.0 GHz Intel Xeon	Dual 3.0 GHz Intel Xeon	Dual 3.0 GHz Intel Xeon
Memory:	4GB of RAM	4GB of RAM	4GB of RAM
Disk Subsystem	Wide Ultra320 RAID Controller RAID Level 1 Drive (Two 15,000 RPM Disk Drives) 24X CD-ROM Drive	Wide Ultra320 RAID Controller RAID Level 1 Drive (Two 15,000 RPM Disk Drives) 24X CD-ROM Drive	Wide Ultra320 RAID Controller RAID Level 1 Drive (Two 15,000 RPM Disk Drives) 24X CD-ROM Drive
Network:	1Gb Ethernet Card	1Gb Ethernet Card	1Gb Ethernet Card
Software:	Windows Server 2003 Symantec Backup Exec Crystal Reports XI .NET Adobe Reader 8.0 VPN / Remote Desktop	Windows Server 2003 Symantec Backup Exec Crystal Reports XI .NET Adobe Reader 8.0 VPN / Remote Desktop	Windows Server 2003 Symantec Backup Exec Crystal Reports XI .NET Adobe Reader 8.0 VPN / Remote Desktop



## Attachment CFG Configuration Details

**Table 4-2: Manatron Minimum Configuration - Application Servers**

Application/Web Server(s)	GRM Records & Tax (30 users per server)	GRM CAMA, Records & Tax (40 users per server)	GRM CAMA & Records (50 users per server)
<p>InoculateIT (recommended)</p> <p>InoculateIT (recommended)</p> <p>InoculateIT (recommended)</p>	InoculateIT (recommended)	InoculateIT (recommended)	InoculateIT (recommended)
<p>All application/web servers must have Microsoft Internet Information Services installed. Multiple application/web servers must be configured to use network load balancing services. Additional services and/or components may need to be loaded in the future.</p>			

**Table 4-3: Manatron Minimum Configuration - Workstations**

Workstations	Software	Hardware
<p>Windows XP Professional SP2</p> <p>Internet Explorer 6.0</p> <p>Adobe Reader 8.0</p> <p>Microsoft Word Basic</p> <p>VNC</p>	<p>2.2 GHz Intel Pentium 4</p> <p>1GB or RAM</p> <p>17" Monitor (1024x768 resolution)</p> <p>80GB Disk Drive</p> <p>100Mb Ethernet Card</p> <p>24X CD-ROM Drive</p>	

## Attachment CFG Configuration Details

**Table 4-4: Manatron Minimum Configuration - Network Infrastructure**

<b>Network Infrastructure</b>	<p>The network backbone supporting the servers should be a 1Gb based network. No servers should be publicly exposed to the Internet. Access to the servers over the Internet must be over a secure connection such as a VPN connection.</p>
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**Table 4-5: Manatron Minimum Configuration - Connectivity**

<b>Connectivity</b>	<p>At a minimum, customers are required to provide Manatron with dial-up access to their network. At Manatron's option, a customer may be required to provide 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.</p>
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## Attachment CFG Configuration Details

### 5 IPTMS/ GRM Configuration

Manatron recommends the following specific configuration details for the identified IPTMS environments to meet IPTMS requirements.

The IPTMS primary environments are:

Server Environment	Function	Location	Processors	Cores	Memory
Production Database Server	Primary	RCIT or ACR	4	8	512GB
Reporting Database Server (MSSRS)	Primary	RCIT or ACR	2	8	64GB
Shared Server Database Servers for: <ul style="list-style-type: none"> <li>➢ Configuration Management</li> <li>➢ Development</li> <li>➢ Testing Server / Hard Held Field Devices</li> <li>➢ Quality Assurance</li> <li>➢ Certification</li> </ul>	Primary	RCIT or ACR	2	8	256GB
IIS Server Production (server 1)	Primary	RCIT or ACR	1	6	32GB
IIS Server Production (server 2)	Primary	RCIT or ACR	1	6	32GB
IIS Server Shared <ul style="list-style-type: none"> <li>➢ Configuration Management</li> <li>➢ Development</li> <li>➢ Testing Server / Hard Held Field Devices</li> <li>➢ Quality Assurance</li> <li>➢ Certification</li> </ul>	Primary	RCIT or ACR	1	6	32GB
Batch Server Shared <ul style="list-style-type: none"> <li>➢ All Environments</li> </ul>	Primary	RCIT or ACR	1	6	32GB





## Attachment CFG Configuration Details

The IPTMS Failover environments are:

Server Environment	Function	Location	Processors	Cores	Memory
Production Database Server	Failover	Iron Mountain or ACR	4	8	512GB
Shared Server Database Server for: <ul style="list-style-type: none"> <li>&gt; Reporting</li> <li>&gt; Quality Assurance</li> <li>&gt; Testing Server / Hard Held Field Devices</li> </ul>	Failover	Iron Mountain or ACR	2	8	256GB
IIS Server Shared Environments <ul style="list-style-type: none"> <li>&gt; Production</li> <li>&gt; Quality Assurance</li> <li>&gt; Testing Server / Hard Held Field Devices</li> </ul>	Failover	Iron Mountain or ACR	1	6	64GB
Batch Server Shared Environments <ul style="list-style-type: none"> <li>&gt; Production</li> <li>&gt; Quality Assurance</li> <li>&gt; Testing Server / Hard Held Field Devices</li> </ul>	Failover	Iron Mountain or ACR	1	6	32GB



## Attachment CFG Configuration Details

### 5.1 IPTMS / GRM Hardware Configuration Details

	Description	Model	Version	Quantity	Environment	Other Details
1	<p><b>Production Database Server</b></p> <ul style="list-style-type: none"> <li>• (4) 8-Core Intel® Xeon™ Processor X7560 2.27GHz/24MB Cache processor</li> <li>• (4) Add-in Memory Boards</li> <li>• (8) 64GB 8X8GB 2 Rank Memory (512GB)</li> <li>• Online spare memory (applies to all boards)</li> <li>• Embedded SAS Array Controller w/1GB Flash Backed Cache</li> <li>• (4) 500GB 6G Hot Plug 2.5 SAS Dual Port Enterprise HD (OS)</li> <li>• RAID 10 Drive Set</li> <li>• Slim SATA DVD Optical Drive</li> <li>• Embedded Quad Port Gigabit Server Adapter</li> <li>• (4) 1200W Hot Plug AC Power Supply</li> </ul>	Based on HP DL580 G7	current	1	<p>Production Primary</p> <p>1 physical server, 1 SQL Instance, 1 SQL database</p>	RCIT or ACR
2	<p><b>Reporting Server (MSSRS)</b></p> <ul style="list-style-type: none"> <li>• (2) 8-Core Intel® Xeon™ Processor X7560 2.27GHz/24MB Cache processor</li> <li>• (1) 64GB 8X8GB 2 Rank Memory (64GB)</li> <li>• Online spare memory (applies to all boards)</li> <li>• Embedded SAS Array Controller w/1GB Flash Backed Cache</li> <li>• (4) 500GB 6G Hot Plug 2.5 SAS Dual Port Enterprise HD (OS)</li> <li>• RAID 10 Drive Set</li> <li>• Slim SATA DVD Optical Drive</li> <li>• Embedded Quad Port Gigabit Server Adapter</li> <li>• (4) 1200W Hot Plug AC Power Supply</li> </ul>	Based on HP DL580 G7	current	1	<p>Reporting Primary</p> <p>1 physical server, 1 SQL Instance, 1 SQL database</p> <p>Microsoft SQL Server Reporting Services (MSSRS)</p>	RCIT or ACR



## Attachment CFG Configuration Details

	Description	Model	Version	Quantity	Environment	Other Details
3	<p><b>Shared Server Database Servers for:</b></p> <ul style="list-style-type: none"> <li>&gt; Configuration Management</li> <li>&gt; Development</li> <li>&gt; Testing Server / Hard Held Field Devices</li> <li>&gt; Quality Assurance</li> <li>&gt; Certification</li> </ul> <ul style="list-style-type: none"> <li>• (2) 8-Core Intel® Xeon™ Processor X7560 2.27GHz/24MB Cache processor</li> <li>• (4) 64GB 8X8GB 2 Rank Memory (256GB)</li> <li>• Online spare memory (applies to all boards)</li> <li>• Embedded SAS Array Controller w/1GB Flash Backed Cache</li> <li>• (4) 500GB 6G Hot Plug 2.5 SAS Dual Port Enterprise HD (OS)</li> <li>• RAID 10 Drive Set</li> <li>• Slim SATA DVD Optical Drive</li> <li>• Embedded Quad Port Gigabit Server Adapter</li> <li>• (4)1200W Hot Plug AC Power Supply</li> </ul>	Based on HP DL580 G7	current	1	<p>Shared Primary</p> <p>1 physical server, 1 SQL Instance, 5 SQL database</p> <p>Resource for: 1)Configuration 2)Development 3)Testing / Hand Held 4)Quality Assurance 5)Certification</p>	RCIT or ACR
4	<p><b>IIS Server(s) - Production</b></p> <ul style="list-style-type: none"> <li>• (1) 6-Core Intel® Xeon™ Processor X5650 2.66GHz/12MB Cache processor</li> <li>• (1) 32GB 4X8GB 2 Rank Memory (32GB)</li> <li>• Embedded SAS Controller</li> <li>• (4) 450GB 6G Hot Plug 2.5 SAS Dual Port Enterprise HD</li> <li>• 4-Bay Hot Plug Backplane</li> <li>• RAID 5 Drive Set</li> <li>• Embedded Dual Port Gigabit Server Adapter</li> <li>• (1)400W Hot Plug AC Power Supply</li> </ul>	Based on HP DL320 G6	current	2	<p>Production Primary</p> <p>2 physical servers divided as 8 virtual servers, support for 280 users</p>	RCIT or ACR



## Attachment CFG Configuration Details

	Description	Model	Version	Quantity	Environment	Other Details
5	<p><b>IIS Server – Shared Environments</b></p> <ul style="list-style-type: none"> <li>• (1) 6-Core Intel® Xeon™ Processor X5650 2.66GHz/12MB Cache processor</li> <li>• (1) 32GB 4X8GB 2 Rank Memory (32GB)</li> <li>• Embedded SAS Controller</li> <li>• (4) 450GB 6G Hot Plug 2.5 SAS Dual Port Enterprise HD</li> <li>• 4-Bay Hot Plug Backplane</li> <li>• RAID 5 Drive Set</li> <li>• Embedded Dual Port Gigabit Server Adapter</li> <li>• (1)400W Hot Plug AC Power Supply</li> </ul>	Based on HP DL320 G6	current	1	<p>Shared Primary</p> <p>1 physical server, 5 GRM instances</p> <p>Resource for:</p> <ol style="list-style-type: none"> <li>1)Configuration</li> <li>2)Development</li> <li>3)Testing / Hand Held</li> <li>4)Quality Assurance</li> <li>5)Certification</li> </ol>	RCIT or ACR
6	<p><b>Batch Server(s)</b></p> <ul style="list-style-type: none"> <li>• (1) 6-Core Intel® Xeon™ Processor X5650 2.66GHz/12MB Cache processor</li> <li>• (1) 32GB 8X4GB 2 Rank Memory (32GB)</li> <li>• Embedded SAS Controller</li> <li>• (4) 450GB 6G Hot Plug 2.5 SAS Dual Port Enterprise HD</li> <li>• 4-Bay Hot Plug Backplane</li> <li>• RAID 5 Drive Set</li> <li>• Embedded Dual Port Gigabit Server Adapter</li> <li>• (1)400W Hot Plug AC Power Supply</li> </ul>	Based on HP DL320 G6	current	1	<p>Shared Primary</p> <p>1 physical server divided as 4 virtual servers,</p> <p>Resource for:</p> <ol style="list-style-type: none"> <li>1)Production</li> <li>2)Reporting</li> <li>3)Configuration</li> <li>4)Development</li> <li>5)Testing /Hand Held</li> <li>6)Quality Assurance</li> <li>7)Certification</li> </ol>	RCIT or ACR



## Attachment CFG Configuration Details

	Description	Model	Version	Quantity	Environment	Other Details
7	<p><b>Production Database Server</b></p> <ul style="list-style-type: none"> <li>• (4) 8-Core Intel® Xeon™ Processor X7560 2.27GHz/24MB Cache processor</li> <li>• (4) Add-in Memory Boards</li> <li>• (8) 64GB 8X8GB 2 Rank Memory (512GB)</li> <li>• Online spare memory (applies to all boards)</li> <li>• Embedded SAS Array Controller w/1GB Flash Backed Cache</li> <li>• (4) 500GB 6G Hot Plug 2.5 SAS Dual Port Enterprise HD (OS)</li> <li>• RAID 10 Drive Set</li> <li>• Slim SATA DVD Optical Drive</li> <li>• Embedded Quad Port Gigabit Server Adapter</li> <li>• (4) 1200W Hot Plug AC Power Supply</li> </ul>	Based on HP DL580 G7	current	1	<p>Production Failover</p> <p>1 physical server, 1 SQL Instance, 1 SQL database</p>	Iron Mountain or ACR
8	<p><b>Shared Database Servers for:</b></p> <ul style="list-style-type: none"> <li>&gt; Reporting (MSSRS)</li> <li>&gt; Quality Assurance</li> <li>&gt; Testing Server / Hard Held Field Devices</li> </ul> <ul style="list-style-type: none"> <li>• (2) 8-Core Intel® Xeon™ Processor X7560 2.27GHz/24MB Cache processor</li> <li>• (4) 64GB 8X8GB 2 Rank Memory (256GB)</li> <li>• Online spare memory (applies to all boards)</li> <li>• Embedded SAS Array Controller w/1GB Flash Backed Cache</li> <li>• (4) 500GB 6G Hot Plug 2.5 SAS Dual Port Enterprise HD (OS)</li> <li>• RAID 10 Drive Set</li> <li>• Slim SATA DVD Optical Drive</li> <li>• Embedded Quad Port Gigabit Server Adapter</li> <li>• (4) 1200W Hot Plug AC Power Supply</li> </ul>	Based on HP DL580 G7	current	1	<p>Shared Failover</p> <p>1 physical server, 1 SQL Instance, 3 SQL database</p> <p>Resource for: 1) Reporting 2) Quality Assurance 3) Testing / Hand Held</p>	Iron Mountain or ACR



## Attachment CFG Configuration Details

	Description	Model	Version	Quantity	Environment	Other Details
9	<p><b>IIS Server(s)</b></p> <ul style="list-style-type: none"> <li>• (1) 6-Core Intel® Xeon™ Processor X5650 2.66GHz/12MB Cache processor</li> <li>• (1) 64GB 8X8GB 2 Rank Memory (64GB)</li> <li>• Embedded SAS Controller</li> <li>• (4) 450GB 6G Hot Plug 2.5 SAS Dual Port Enterprise HD</li> <li>• 4-Bay Hot Plug Backplane</li> <li>• RAID 5 Drive Set</li> <li>• Embedded Dual Port Gigabit Server Adapter</li> <li>• (1)400W Hot Plug AC Power Supply</li> </ul>	Based on HP DL320 G6	current	1	<p>Shared Failover</p> <p>1 physical server, 8 virtual servers, 2 GRM instances support for 280 users</p> <p>Resource for: 1) Production 2)Quality Assurance 3)Testing /Hand Held</p>	Iron Mountain or ACR
10	<p><b>Batch Server(s)</b></p> <ul style="list-style-type: none"> <li>• (1) 6-Core Intel® Xeon™ Processor X5650 2.66GHz/12MB Cache processor</li> <li>• (1) 32GB 4X8GB 2 Rank Memory (32GB)</li> <li>• Embedded SAS Controller</li> <li>• (4) 450GB 6G Hot Plug 2.5 SAS Dual Port Enterprise HD</li> <li>• 4-Bay Hot Plug Backplane</li> <li>• RAID 5 Drive Set</li> <li>• Embedded Dual Port Gigabit Server Adapter</li> <li>• (1)400W Hot Plug AC Power Supply</li> </ul>	Based on HP DL320 G6	current	1	<p>Shared Failover</p> <p>1 physical server, 4 virtual servers,</p> <p>Resource for: 1)Production 2)Quality Assurance 3)Testing / Hand Held</p>	Iron Mountain or ACR

## IPTMS / GRM Hardware Configuration Details



## Attachment CFG Configuration Details

### 5.2 IPTMS / GRM Third Party Software Details

	Description	Model	Version	Quantity	Environment	Other Details
1	<b>Production Database Server</b> • Windows Server 2008 x64 Bit Enterprise Edition R2 • SQL Server 2008 x64 Bit Enterprise Edition	Microsoft	current	1	Production Primary 1 SQL Instance, 1 SQL database	RCIT or ACR
2	<b>Reporting Server (MSSRS)</b> • Windows Server 2008 x64 Bit Enterprise Edition R2 • SQL Server 2008 x64 Bit Standard Edition	Microsoft	current	1	Reporting Primary 1 SQL Instance, 1 SQL database	RCIT or ACR



## Attachment CFG Configuration Details

	Description	Model	Version	Quantity	Environment	Other Details
3	<p><b>Shared Server Environment for:</b></p> <ul style="list-style-type: none"> <li>&gt; Configuration Management</li> <li>&gt; Development</li> <li>&gt; Testing Server / Hard Held Field Devices</li> <li>&gt; Quality Assurance</li> <li>&gt; Certification</li> </ul> <ul style="list-style-type: none"> <li>• Windows Server 2008 x64 Bit Enterprise Edition R2</li> <li>• SQL Server 2008 x64 Bit Enterprise Edition</li> </ul>	Microsoft	current	1	<p>Shared Primary</p> <p>1 SQL Instance, 5 SQL database</p> <p>Resource for:</p> <ol style="list-style-type: none"> <li>1) Configuration</li> <li>2) Development</li> <li>3) Testing / Hand Held</li> <li>4) Quality Assurance</li> <li>5) Certification</li> </ol>	RCIT or ACR
4	<p><b>IIS Server (s) Production</b></p> <ul style="list-style-type: none"> <li>• Windows Server 2008 x64 Bit Standard Edition R2</li> <li>• Adobe Reader 9.0</li> <li>• Microsoft Report Viewer</li> <li>• Crystal Reports 11.5 Web</li> </ul>	Microsoft	current	1	<p>Production Primary</p> <p>8 virtual server</p>	RCIT or ACR



## Attachment CFG Configuration Details

	Description	Model	Version	Quantity	Environment	Other Details
5	<p><b>IIS Server Shared Environments</b></p> <ul style="list-style-type: none"> <li>• Windows Server 2008 x64 Bit Standard Edition R2</li> <li>• Adobe Reader 9.0</li> <li>• Microsoft Report Viewer</li> <li>• Crystal Reports 11.5 Web</li> </ul>	Microsoft	current	1	<p>Shared Primary</p> <p>5 GRM instances</p> <p>Resource for:</p> <ol style="list-style-type: none"> <li>1) Configuration</li> <li>2) Development</li> <li>3) Testing / Hand Held</li> <li>4) Quality Assurance</li> <li>5) Certification</li> </ol>	RCIT or ACR
6	<p><b>Batch Server (s)</b></p> <ul style="list-style-type: none"> <li>• Windows Server 2008 x64 Bit Standard Edition R2</li> <li>• Adobe Reader 9.0</li> <li>• Microsoft Report Viewer</li> <li>• Crystal Reports 11.5 Developer (1 copy purchased)</li> </ul>	Microsoft	current	Virtual	<p>Shared Primary</p> <p>4 virtual servers</p>	RCIT or ACR
7	<p><b>Production Database Server</b></p> <ul style="list-style-type: none"> <li>• Windows Server 2008 x64 Bit Enterprise Edition R2</li> <li>• SQL Server 2008 x64 Bit Enterprise Edition</li> </ul>	Microsoft	current	1	<p>Production Failover</p> <p>1 SQL Instance, 1 SQL database</p>	Iron Mountain or ACR



## Attachment CFG Configuration Details

	Description	Model	Version	Quantity	Environment	Other Details
8	<p><b>Shared Database Servers for:</b></p> <ul style="list-style-type: none"> <li>&gt; Reporting (MSSRS)</li> <li>&gt; Quality Assurance</li> <li>&gt; Testing Server / Hard Held Field Devices</li> </ul> <ul style="list-style-type: none"> <li>• Windows Server 2008 x64 Bit Enterprise Edition R2</li> <li>• SQL Server 2008 x64 Bit Enterprise Edition</li> </ul>	Microsoft	current	1	<p>Shared Failover</p> <p>1 SQL Instance, 3 SQL database</p> <p>Resource for: 1)Reporting 2)Quality Assurance 3)Testing / Hand Held</p>	Iron Mountain or ACR
9	<p><b>IIS Server (s)</b></p> <ul style="list-style-type: none"> <li>• Windows Server 2008 x64 Bit Standard Edition R2</li> <li>• Adobe Reader 9.0</li> <li>• Microsoft Report Viewer</li> <li>• Crystal Reports 11.5 Web</li> </ul>	Microsoft	current	Virtual	<p>Shared Failover</p> <p>8 virtual servers, 2 GRM instances</p> <p>Resource for: 1)Production 2)Quality Assurance 3)Testing /Hand Held</p>	Iron Mountain or ACR



## Attachment CFG Configuration Details

	Description	Model	Version	Quantity	Environment	Other Details
10	<b>Batch Server (s)</b> •Windows Server 2008 x64 Bit Standard Edition R2 •Adobe Reader 9.0 •Microsoft Report Viewer •Crystal Reports 11.5 Web	Microsoft	current	Virtual	Shared Failover  4 virtual servers,  Resource for: 1)Production 2)Quality Assurance 3)Testing /Hand Held	Iron Mountain or ACR

### IPTMS / GRM Third Party Software Details



## Attachment CFG Configuration Details

### 5.3 IPTMS / GRM Configuration Parameters and Settings

Item Num	Description	Parameter	Setting	Environment	Other Details
1	IIS Server(s)	Firewall	Off	All	Firewalls are turned off on all IIS servers
2	IIS Server(s)	Pop up Blockers	Off	All	Pop up blockers are off on all IIS servers
3	Batch Server(s)	Firewall	Off	All	Firewalls are turned off on all Batch servers
4	Batch Server(s)	Pop up Blockers	Off	All	Pop up blockers are off on all Batch servers
5	Desktop PC	Firewall	Off	All	Firewalls are turned off on all Desktops PCs
6	Desktop PC	Pop up Blockers	Off	All	Pop up blockers are off on all Desktop PCs

### IPTMS / GRM Configuration Parameters and Settings

## **Attachment CFG Configuration Details**

### **6 CAMA Configuration**

Manatron specifies the following specific configuration details for the CAMA servers and subsystems to meet IPTMS requirements.

## Attachment CFG Configuration Details

### 6.1 GRM / CAMA Hardware Details

Item Num	Description	Model	Version	Quantity	Environment	Other Details
1	<b>Client Desktop (minimum)</b> <ul style="list-style-type: none"> <li>• Intel® Processor Pentium 4 2.66GHz</li> <li>• 1GB</li> <li>• SVGA 1024 X 768 Video</li> <li>• 17 Inch SVGA Monitor</li> <li>• 101-Key Keyboard USB</li> <li>• 2-Button Mouse</li> <li>• 80GB HD</li> <li>• 10/100 MB NIC</li> </ul>	Any Vendor	current	as needed	All environments	
2	<b>Client Desktop (recommended)</b> <ul style="list-style-type: none"> <li>• (1) Intel® Core 2 Duo Processor E8500 3.00GHz/ 6M 1333MHz FSB</li> <li>• 2GB DDR2 Non-ECC SDRAM 800MHz (3 DIMMs)</li> <li>• Integrated Video Intel GMA3000</li> <li>• 17 Inch Flat Panel VGA/DVI Monitor</li> <li>• 101-Key Keyboard USB</li> <li>• 2-Button Optical Mouse USB</li> <li>• 320GB SATA 3.0GB/s and SMB DataBurst Cache HD</li> <li>• 8x DVD+/RW</li> <li>• 1GB NIC</li> </ul>	Based on Dell Optiplex 780 Small Form Factor	current	As needed	All environments	

### CAMA Hardware Configuration Details



## Attachment CFG Configuration Details

### 6.2 CAMA Software Details

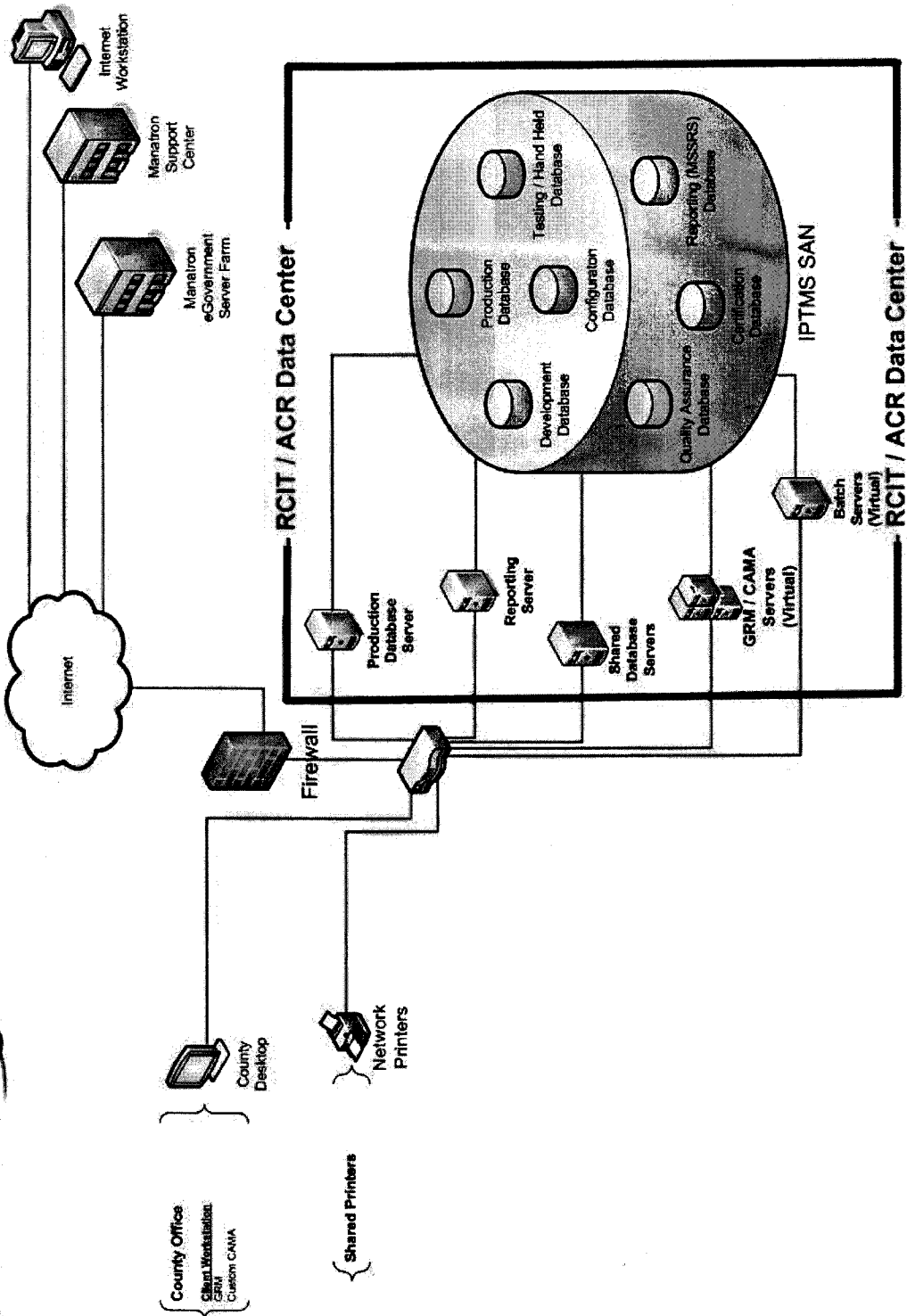
Item Num	Description	Model	Version	Quantity	Environment	Other Details
1	<b>Client Desktop (minimum)</b> <ul style="list-style-type: none"> <li>•Windows XP</li> <li>•Adobe Reader 9.0</li> <li>•Microsoft Office (optional)</li> </ul>	Microsoft	current	as needed	All environments	
2	<b>Client Desktop (recommended)</b> <ul style="list-style-type: none"> <li>•Windows 7</li> <li>•Adobe Reader 9.0</li> <li>•Microsoft Office (optional)</li> </ul>	Microsoft	Current	as needed	All environments	

### GRM / CAMA Software Configuration Details

# Attachment CFG Configuration Details

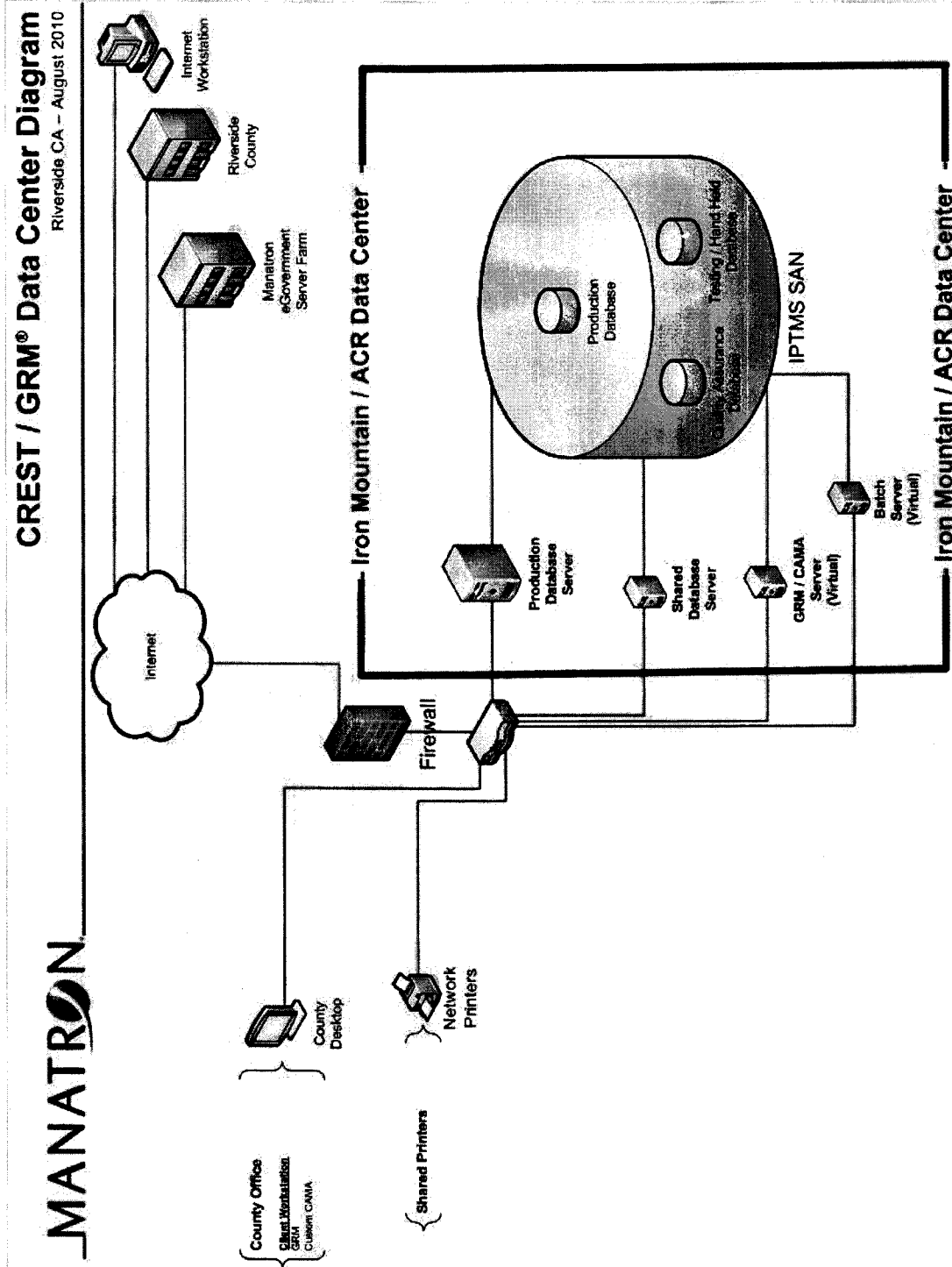
## CREST / GRM® Data Center Diagram Riverside, CA - August 2010

**MANATRON**





# Attachment CFG Configuration Details



# Attachment CHG

## Change Management

### 1 General

Change management is the process of formally introducing and approving changes within the IPTMS project environment and encompasses all of the required analysis, documentation, planning, coordination, execution, approval, and communication activities associated with the proposed change. Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analyzed, evaluated, and reported.

The Change Management Plan will provide a set of guidelines for the change management process that will be utilized during the IPTMS project. This policy covers any and all changes to the agreed upon requirements and deliverables specified in the Agreement and applies at all times from the inception of the proposed change to changes undertaken, as well as to after the fact changes. Changes subject to management also include any event that may alter normal project operating procedures.

### 2 Change Orders

A change order is a mutually agreed upon written order to Manatron, approved and signed by the County Project Manager and Manatron's Project Manager, ordering a change in the Services, the System, or particular work products from those originally set forth in this Agreement. Change orders may require authorization from the County's Board of Supervisors.

Change orders may be proposed by either the County or Manatron. Only those change orders that are duly signed and approved by the County and by Manatron will constitute authorized modifications of this Agreement.

Any change order that would impact project schedule and/or costs will specify the agreed upon schedule and/or cost changes. Manatron shall have no obligation to commence work in connection with any change until the cost and/or schedule impact (if any) of the change is agreed upon by the parties in writing.

The County and Manatron may, from time to time, agree in writing upon change orders to change particular aspects of the Services, the System, or particular work products originally set forth in this Agreement. With respect to proposed change orders that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to agree upon such change orders and will not unreasonably withhold approval of such change orders that are proposed by the other party.

If either party causes or requests a change that materially impacts the scope of the parties' work effort required under this Agreement, such as changes in the allocation of County and Manatron resources applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change order to cover the additional work effort required of it. Approval of such a change order will not be unreasonably withheld provided that the parties mutually agree on any change in cost as a result of such change order.

## **Attachment CHG**

### **Change Management**

Services to be provided by Manatron under any duly authorized change orders that increase or decrease the project cost will be negotiated as a fixed price addition or reduction to the project cost provided that Manatron cost estimates will generally be based on the same rates set forth in Attachment PRC. If material changes in the timing of the Services to be provided by Manatron are agreed upon in a change order, the parties will also amend any attachments affected by such change.

The fixed price for each change will be negotiated by the County and Manatron, provided, however, that Manatron cost estimates will generally be calculated by multiplying the implementation estimate hours provided by Manatron by an hourly rate not to exceed those set forth in Attachment PRC. County expenses related to the change orders must be itemized in the change order for budgetary purposes but the County expense amounts will not be included within the fixed price for the change order.

The parties will agree in writing in a change order upon a schedule for the delivery of each change. Upon acceptance by the County in a change order of the fixed price and schedule, Manatron will deliver the change under the terms of this Agreement for the fixed price.

Manatron will not provide any services, software, hardware, materials or related items that cause the County to incur additional costs beyond those stated in this Agreement without the proper advance written consent of the County as authorized by the County's Board of Supervisors. Except as specifically stated in this Agreement, County personnel have no authority to order or direct any changes to this Agreement. Failure of Manatron to secure proper prior written authorization from the County for any additional services, software, hardware, materials or related items beyond those specifically stated in this Agreement will constitute a waiver by Manatron of any claim for additional compensation related to such items; and such items will be deemed to be included in the costs stated in this Agreement.

Any proposed change order for additional compensation by Manatron must be submitted in writing to the County immediately upon the arising of the circumstances that form a basis for such claim, but in no event later than ten (10) calendar days following the occurrence of such circumstances and related facts. The written claim shall provide a description in reasonable detail of the nature of such facts and circumstances of the claim, identifying relevant documentary and other evidence alleged to be supportive of the claim, and indicating the person(s) involved in such circumstances. To minimize the possibility of disputes arising in connection with claims of Manatron for additional compensation, in the event of circumstances that may lead to a request for additional compensation (including based upon a changed or unexpected condition), Manatron shall provide immediate written notice to the County so that the parties can work cooperatively to assess the surrounding facts and circumstances, as well as attempt jointly to identify and agree upon any Manatron cost impact before the corresponding work is done by Manatron. Notwithstanding the foregoing, Manatron acknowledges that this Agreement provides for a fixed project cost and Manatron shall not be entitled to additional compensation for the completion of Services or the Software beyond that stated in this Agreement or that have been included within the Documentation and that any agreement by the County to provide such additional compensation shall be in the County's sole and absolute discretion.

## Attachment CHG

# Change Management

### 3 Change Management Plan

The Change Management Plan will provide a detailed set of guidelines for the change management process that will be utilized during the IPTMS project and will follow the high-level process defined below:

#### 3.1 *Change Proposed by County*

1. The County Project Manager may issue a Change Request to the Manatron Project Manager, which includes a detailed description of the proposed change and any requirements and/or design documentation that may be available. The change proposal will include user acceptance testing criteria.
2. The Manatron Project Manager will review and approve the Change Request and any corresponding requirements and/or design specifications and user acceptance testing criteria within five (5) County business days. If additional information is required, Manatron can return the Change Request to the County Project Manager for further information, to include a detailed list of issues that need clarification. Upon resubmission of the Change Request, the approval step starts over.
3. Manatron personnel will then prepare and submit a change order on the enhancement within five (5) County business days, to include costs and impact of the change upon the project schedule.
4. All changes resulting in a cost or schedule change will be submitted to the Change Control Board (CCB) for review. The CCB will review and approve/disapprove the change within ten (10) County business days, or as otherwise mutually agreed between the County and Manatron. Upon signature, approval of the change will include acceptance of modified project implementation dates.

#### 3.2 *Change Proposed by Manatron*

1. The Manatron Project Manager may propose a change by submitting a request for change to the County Project Manager, describing the proposed change, reason for the change, costs, etc., and its impact upon the project schedule.
2. The County Project Manager will review the proposed change and approve the requirements/design specifications and user acceptance testing criteria within five (5) County business days. If the requirements/design specifications are incomplete or additional information is required, the County can return the proposal to the Manatron Project Manager for further information, to include a detailed list of issues that need clarification. Upon resubmission of the Proposal Request, the approval step starts over.
3. Manatron personnel will then prepare and submit a bid on the enhancement within five (5) County business days, to include costs and impact of the change upon the project schedule.
4. All changes resulting in a cost or schedule change will be submitted to the CCB for review. The CCB will review and approve/disapprove the change within three (3) County

## **Attachment CHG**

### **Change Management**

business days. Upon signature, approval of the change will include acceptance of modified project implementation dates.

#### **3.3 Authority of Change Control Board**

Notwithstanding the procedure set forth in this Section 3, the Change Control Board shall have the authority to make recommendations only with respect to any change that will potentially constitute an amendment to this Agreement, such as a change in cost and/or schedule, and such recommendation must still be approved by Manatron and if required, the County Board of Supervisors.

## Attachment DEF

### Definitions

The following are definitions for some of the significant terms used in the Agreement and the attachments. For some of these terms, their definition or meaning may be supplemented where they are used elsewhere in the documents. Other terms may be defined in the individual documents.

**“ACO”** shall mean the offices of the Auditor-Controller.

**“ACR”** shall mean the offices of the Assessor-County Clerk-Recorder.

**“CAMA”** shall mean Computer Aided Mass Appraisal. In this Agreement, CAMA includes Manatron’s GRM CustomCAMA and Personal Property systems. All CAMA activities and deliverables pertain to the implementation of the current rich client CustomCAMA and Personal Property product as well as to Manatron’s future browser-based CAMA system.

**“Compliance Update”** shall mean a change made to the Software to reflect a mandated change in an applicable code, law, or regulation.

**“Computer System”** shall mean the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

**“COTS”** shall mean Commercial Off the Shelf products.

**“County business days”** shall mean the official working days, not including public holidays, weekends, and other non-working days, on which County offices are open for business as mandated by the County Board of Supervisors.

**“County’s Computer System”** shall mean the system of interconnected computers used by the County, including the central storage system and any software and peripheral devices necessary to make the Computer System function.

**“Customization(s)”** shall mean any improvement, derivation, extension or other change to the Software made by Manatron at the request of County, including any that result from the joint efforts or collaboration of Manatron and the County. Manatron may from time to time and in its sole discretion, incorporate Customizations into the Software as “Enhancements”.

**“Data Center”** shall mean the location of the operational environments for the Hardware and Software used by the County for IPTMS.

**“Database Software”** shall mean relational database management systems (RDMS) such as Microsoft SQL Server, Oracle or similar Third-Party Software that is utilized by the Software to store County data on a disk subsystem as part of the operation of the Software.

## Attachment DEF

### Definitions

**"Designated Processor"** shall mean the computer processing device that provides the primary control for the interpretation and execution of the Software or on which the Software is initially installed or, if a Software activator device is required, the computer processing device within which the Software activator is properly installed. The County will receive an enterprise class site license which does not restrict or limit the number of users or Designated Processors to the County. As such, the County may install the Software on an unlimited number of Designated Processors, so long as those processors remain auditable and reported to Manatron. The County may also consider Virtual Machine Software. For example, VMWare is a viable option as a Designated Processor. County may change the computer processing device on which it runs the Software provided that such alternative device produces equivalent functionality for the Software and County gives Manatron notice of such changes.

**"Documentation"** shall mean all documents which define the functional requirements and specifications for the performance of the Services and the design and operation of the Software, as set forth in Attachment SOW and Attachment REQ, and as such requirements and specifications are more fully described and defined for implementation in the final written work product which is approved by County and Manatron pursuant to the Full Fit/GAP Analysis and this Agreement.

**"End User"** shall mean the County, or any employee(s), affiliate(s), agent(s), representative(s) or any other person under the direction or control of the County that uses the Software to perform certain functions or tasks as required by the County.

**"Enhancement"** shall mean any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability or application.

**"Error"** shall mean any failure of the Software or System to conform in any material respect to the functional specifications (i) contained in the Documentation up to the point of Final Acceptance; (ii) contained in the System Documentation, as published from time to time by Manatron following Final Acceptance; or (iii) as otherwise specified pursuant to this Agreement, including without limitation, Errors identified by the County or Manatron during acceptance testing.

**"Error Corrections"** shall mean any modifications or additions that, when made or added to the Software or System, establishes material conformity of the Software or System to the Documentation, the System Documentation and the provisions of this Agreement, as appropriate, or a procedure or routine that, when implemented in the regular operation of the Software or System, eliminates the practical adverse effect on County of such nonconformity.

**"Final Acceptance"** shall mean the final written confirmation from the County that Manatron has successfully completed and delivered the following items: (1) Attachment SOW deliverables, including all Software, Third Party Software and Services; (2) Project Management Plan deliverables; (3) required System Documentation; (4) Services to design/configure/customize IPTMS as specified in the final Project Management Plan; (5) interfaces and integration between IPTMS and all external subsystems; (6) required testing and associated documentation; (7) training and knowledge transfer for the County to operate and support

## Attachment DEF

### Definitions

IPTMS; (8) pre-requisites for deployment; (9) deployment of the System into all required environments; (10) all other applicable requirements set forth in the Agreement; and (11) successful completion of all California property tax business processes and associated deliverables for up to twenty-four (24) calendar months following the Go-Live Date.

**"Fit/Gap Analysis"** shall mean the process of identifying areas of direct compliance of Manatron products with IPTMS requirements as set forth in Attachment SOW and Attachment REQ and areas of work that must be performed by Manatron to meet IPTMS requirements. Fit/Gap Analysis shall be performed in two stages. One stage is the Fit/Gap Architectural Validation and the other stage is a Full Fit/Gap Analysis.

**"Fit/Gap Architectural Validation"** shall mean the first stage of Fit/Gap Analysis where the purpose is to enable the County and Manatron to make a Go/No-Go decision regarding continuation of work tasks to be performed under the Agreement. Fit/Gap Architectural Validation is performed at no cost to the County. This stage includes Manatron and County evaluations of Manatron product capabilities, evaluation of Manatron's proposed IPTMS solution, evaluation of County requirements, identification of deliverables, and analysis of associated County acceptance criteria. In this stage, Manatron and the County will perform requirements analysis and validate the scope, schedule, and deliverables for IPTMS.

**"Full Fit/Gap Analysis"** shall mean the second stage of Fit/Gap Analysis. Work tasks in this stage include but are not limited to mapping County requirements to GRM features, identifying and documenting configuration designs, identifying customizations and extensions, completing the project management plans as set forth in Attachment PMP, producing the updated County requirements and specifications for the Software and System that will become part of the Documentation, and identifying acceptance criteria and details as specified in this Agreement.

**"Functional Requirements"** shall mean the final agreed upon technical requirements as defined by the Fit/Gap Analysis document delivered under Attachment SOW. Such technical requirements must be fully traceable to the modules described in Attachment LSM and the Documentation.

**"Go-Live"** shall mean the point in time when all Software and Documentation is successfully used in a production environment after IPTMS acceptance and becomes fully active so that its intended users can fully utilize it to perform all business operations.

**"Go-Live Date"** shall mean the date on which the County and Manatron have confirmed in writing that the System Go-Live has first occurred, such confirmation not to be unreasonably withheld.

**"GRM"** shall mean Manatron's Government Revenue Management product.

**"Hardware"** shall mean the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software.



## Attachment DEF

### Definitions

**"IMS"** shall mean Information Management System, the County's primary legacy property tax management system operated jointly by the offices of the Assessor-County Clerk-Recorder, Treasurer-Tax Collector and Auditor-Controller departments.

**"Installation"** shall mean all preparation, processing and other tasks necessary to install the Database Software, Software or Third-Party Software on the Hardware and/or Designated Processors to make it operational and accessible from the County's Computer System.

**"Installation Date"** shall mean the date on which Manatron completes the Installation.

**"IPTMS"** shall mean the Integrated Property Tax Management System, which includes the PTMSs for the offices of the Assessor-County Clerk-Recorder, Auditor-Controller and Treasurer-Tax Collector departments. The IPTMS requirements are set forth in Attachment REQ. IPTMS incorporates Computer Aided Mass Appraisal (CAMA) capabilities as identified in Riverside County RFP PUARC-1104 and as separately augmented in Riverside County RFP ASARC-025 and all associated documents.

**"Issue"** shall mean a statement of concern/need in which the resolution is in question or lacking agreement among stakeholders, and which may have impact upon critical deadlines or timeframes, a monetary impact, and/or which may impede project progress.

**"Law"** shall mean any applicable federal, state, county or local statute, law, ordinance, code, or regulation.

**"Maintenance and Support Services"** shall mean the Software program(s), Compliance Updates, new Versions and Releases and the support from Manatron needed to maintain those programs as defined throughout this Agreement and Attachment MNT.

**"Material"** when used as a term to qualify the performance of Manatron in connection with the requirements applicable to the Software or Manatron's warranty and Maintenance and Support obligations, such as "material conformity" or "conforms in all material respects", such term shall mean that the Software functions properly in accordance with the Documentation and this Agreement, but may contain minor errors that do not impair or adversely affect the proper execution of any required function. For example, a Priority 4 error as set forth in Attachment MNT will not be considered "material" for the purposes of this Agreement.

**"Minimum Requirements"** is defined as the minimum requirements for the County's Computer System as set forth in Attachment CFG. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by Manatron.

**"Modification"** shall have the same meaning as "Customization" if made at the request of County under the terms of this Agreement and "Enhancement" when made by Manatron as part of the development or enhancement of the Software or Third-Party Software.

**"Phase Acceptance"** shall mean the successful completion of all acceptance criteria for IPTMS, CAMA, Assessor-County Clerk-Recorder, Auditor-Controller and Treasurer-Tax Collector, or

## Attachment DEF

### Definitions

any incrementally developed modules as described in Attachment SOW or otherwise in this Agreement.

**"Phase Maintenance and Support Services"** shall mean Maintenance and Support Services, which are provided by Manatron on a phase basis during the development and acceptance testing process prior to the Go-Live Date.

**"PTMS"** shall mean the individual Property Tax Management Systems for the offices of the Assessor-County Clerk-Recorder, Auditor-Controller and Treasurer-Tax Collector Departments.

**"Release"** shall mean a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example: 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.

**"Rich" or "Smart" Client** shall mean an application software client that executes on the desktop workstation.

**"Services" or "Professional Services"** shall mean the work tasks to be performed by Manatron as defined throughout this Agreement.

**"Site"** shall mean County offices within or working in conjunction with Riverside County.

**"Software"** shall mean the Manatron software program(s) described on Attachment LSM and such other Manatron software programs, which are developed or added during or after the Fit/Gap Analysis or pursuant to an approved change order, and includes all Error Corrections, Compliance Updates and new Versions and Releases of such program(s) as defined throughout this Agreement. Software shall be provided in object code format for use by the County and in source code format subject to the provisions of the Source Code Escrow.

**"System"** shall mean the full IPTMS solution developed by Manatron to meet the County's Functional Requirements including, but not limited to, Software, systems, shared central storage systems, and any peripheral devices or other requirements as defined throughout this Agreement.

**"Third-Party Software"** shall mean any software that has not been developed by Manatron and is provided to the County under this Agreement.

**"TTC"** shall mean the offices of the Treasurer-Tax Collector.

**"Version"** shall mean a new version of the Software that includes minor Enhancements, Error Corrections and/or Compliance Updates. A Version is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").

## Attachment DEF

### Definitions

**“Web Hosting”** is defined as providing the infrastructure, such as the Hardware, Software and communication lines necessary to enable a computer system to communicate with a designated server.

# Attachment DOC

## System Documentation

### 1 Purpose

This Attachment details the requirements and time guidelines for the delivery of System Documentation throughout the life of the Agreement and maintenance periods. System Documentation is vital to the development, installation and usability of the core and modified systems. System Documentation is intended to provide technical assistance and support for the design, implementation and support of the Software and is intended to describe the actual Software that is developed to meet the requirements set forth in the Documentation (which is a separately defined term in Attachment DEF).

### 2 General Requirements

- Manatron agrees to provide System Documentation within specified timeframes agreed upon by the County and Manatron. System Documentation shall include documents detailing the design, development, installation, and management of the complete System.
- System Documentation includes all operator and user manuals, training manuals, glossary, index, product descriptions and specifications, technical manuals and supporting materials, and other related materials developed or provided by Manatron under this Agreement.
- Draft documents must be submitted with all agreed upon modifications incorporated in order to become final documents.
- Documents are preferred to be distributed electronically; however, the County reserves the right to request documents in other media formats.

### 3 Core System

- Manatron agrees to provide all System Documentation of core COTS products within ten (10) calendar days from the Effective Date of the Agreement.

### 4 Development

- Manatron will provide all System Documentation during the System development process until Acceptance Testing is complete, verified, and the System has reached Final Acceptance.
- Immediately upon completion of individually developed components, System Documentation shall be provided by Manatron to the County.
- All System Documentation shall be detailed and meet acceptance criteria as determined by the County.

### 5 Maintenance and Support

- Manatron agrees to fully cooperate with the County at the time of future System modifications, updates, and upgrades during Maintenance and Support periods, and to promptly provide updated System Documentation at the same time of the corresponding modifications, updates, and upgrades.

# Attachment LSM

## Licensed Software Modules

### 1 General

This Attachment identifies Manatron's GRM modules and tools, third-party products, and bundled Software licensed to the County under this Agreement. The modules and tools include all Manatron GRM and third-party products including, but not limited to, those identified in Sections 2 and 3 below.

### 2 GRM Licensed Software Modules and Descriptions

#### 2.1 Configuration

The configuration module provides the user interface to maintain common configuration and settings data available to all modules that are not module-specific and to control GRM-wide services. Configuration data includes application wide settings, the functional calendar, flags, screen labels, systype categories, systypes (lists of valid codes) and user-defined fields. GRM wide services include application logging settings, concurrency monitor (logical entity locking), printer settings and the database health subsystem. Configuration module also provides the user interface (UI) to maintain and control the security subsystem. This includes site-wide policy editor, user maintenance and role maintenance.

#### 2.2 GRM Records

GRM Records is a core module that is shipped with every GRM installation no matter what the configuration – CAMA, Tax or CAMA and Tax. It provides the revenue object inventory (real property, personal, motor vehicle, business revenue and other taxable objects), the list of legal parties (people or corporations who are the owners, taxpayers and other interested parties), mailing address and maintains the relationships between all them. It includes all ownership types and supports tracking of beneficial interests.

All GRM application modules interface to GRM Records through a published application programming interface (API) and web services to retrieve information pertaining to revenue objects, legal parties and their relationships.

GRM Records provides a suite of web services and APIs to provide integration to third-party applications such as GIS, document recording and permits. An optional module, GRM toolkit, is available for those customers who want to interface third-party applications that GRM does not natively support.

#### 2.3 Info Center

Info Center is the general query interface to GRM. It uses query APIs from all the other GRM modules to search for and display data about revenue objects, tax bills and legal parties. Info Center is the tool for today's "information worker," and when coupled with Manatron's Enterprise License strategy, literally any County employee who is granted

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access to GRM can use Info Center to instantly access any of the information about a given person or property.

#### **2.4 CustomCAMA**

CustomCAMA provides the valuation models for real properties of all type. It includes all approaches to value as proscribed by IAAO and produces point in time appraisals of market value of properties. It includes the ability to track and store detailed, characteristic and other data associated with a property including sketches.

#### **2.5 Personal Property Appraisal**

#### **2.6 Assessment Administration**

Assessment Administration (AA) provides the calculation engine to compute intermediate, final taxable, corrected taxable and other required values from assessed values. AA also provides a means to produce abstract reports on those values. It receives values through direct integration with GRM modules that originate assessed values or through CAMA value import. AA integrates with GRM Records via coded API to acquire property and owner information, and provides Levy Management with taxable values through direct integration tables. AA supports base value segments and the direct enrollment process.

#### **2.7 Levy Management**

Levy Management provides the calculation engine to compute tax charges from taxable values provided by Assessment Administration. Levy places tax charges directly into accounts receivable tables.

#### **2.8 Special Assessments**

Special Assessments (SA) provides the UI and calculation engine to create, maintain and calculate amounts for special assessment districts and projects. SA integrates with GRM Records via coded API to acquire property and owner information, and provides Levy Management with tax amounts to attach to appropriate revenue objects.

#### **2.9 Billing**

The Billing module formats and prints the tax bills. It gathers information from Configuration, GRM Records, Business Revenue, Special Assessments, Assessment Administration, Levy Management, Accounts Receivable, Delinquents and Tax Sale as appropriate to the County to populate the fields of the bill. The information is gathered either by calling APIs or direct access to the tables.

#### **2.10 Business Revenue**

Business Revenue is a module within the GRM Suite that allows for the establishment of business accounts for the purpose of issuing business licenses and collecting various other 'trust' taxes and business personal property taxes.

Once a business account is created, multiple locations may be created and tracked separately for the business. Each location is able to have licenses, trust tax accounts

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and business personal property associated with it. This design allows for a comprehensive view of the entire business regardless of the number of locations.

GRM Business Revenue is fully integrated with the other GRM modules, such as Records, and their functions for all the involved legal parties, Accounts Receivable, Information Center and Cashiering. Therefore, all transactions for the business are automatically stored and recorded.

#### **2.11 Accounts Receivable**

Accounts Receivable (AR) is the repository for all charges, payments and credits. It is responsible for calculating late payment interest, penalties and fees. AR provides a suite of APIs used by Levy Management, Cashiering, Distribution, Delinquents and Info Center to query the status of bills.

#### **2.12 Cashiering**

Cashiering provides UI and batch processes to collect payments. It uses APIs from Records, Levy Management, Billing, AR and Delinquents to present the data needed to collect payments. Cashiering also uses AR APIs to record payments and cause appropriate interest, penalties and fees to be calculated.

#### **2.13 Distribution**

Distribution calculates the tax revenue due to the taxing authorities for a given time period based on amounts levied and moneys collected. Distribution uses APIs to request the amounts collected from AR for a time period. Distribution provides information about the amounts to distribute to third-party check writing systems and tax distribution.

#### **2.14 Delinquents**

Delinquents determines what bills are delinquent, sends notices and causes additional interest, penalties and fees to be calculated. Delinquents use the AR APIs to find what bills are delinquent and to cause appropriate interest, penalties and fees to be calculated.

#### **2.15 Tax Sale**

Tax Sale provides services to take delinquent properties through the process of tax sale, redemption and forfeiture. Tax Sale uses AR and Delinquent APIs to identify the properties for the process.

#### **2.16 Tax Accounting**

Tax Accounting is the interface between GRM financials and third-party accounting packages. Tax Accounting takes data from AR to create the appropriate entries to be exported to accounting.

#### **2.17 eGovernment**

Manatron eGovernment provides all of the e-commerce features that allow constituents access to and interaction with the public information needed in the daily course of business. With eGovernment Internet access, constituents can review current, formatted information relevant to their needs. Manatron eGovernment includes property

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### **Licensed Software Modules**

information, on-line payment options, access to recorded documents, Interactive Voice Response (IVR), and integrated GIS functionality.

#### **2.18 GRM Appeals**

#### **2.19 GRM Software Developer's Toolkit**

The GRM Developer's Toolkit allows easy access to the data within GRM. Manatron's GRM Developer's Toolkit, with an API including Web Services, allows other systems to interact with Manatron GRM to support financial, customer relationship management (CRM), GIS and other information datasets with a common registration database.

#### **2.20 Manatron GRM Recorder and eRecorder**

#### **2.21 Manatron GIS Tools (including Geo Analyst, Geo Edit)**

### **3 Third-Party and Bundled Software**

Third-Party and bundled software licensed to the County under this Agreement includes but is not limited to the following:

#### **3.1 Crystal Reports Version XI Release 2 (Runtime)**

#### **3.2 ComponentArt v3.0**

#### **3.3 Telerik v 2010.1.**

#### **3.4 Aspose Words and Cells v7.0**

#### **3.5 NAnt**

#### **3.6 Microsoft SSRS ReportViewer Control 2005**



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### Licensed Software Modules

#### 4 Modules Serving County Departments

Following is a table listing how each GRM module provided will serve the various end-user offices in the County.

Department	GRM Module	Functionality
<b>Enterprise – All Offices</b>	iFramework	UI, menus, security, configuration, notes, flags, navigation, event management, workflow, correspondence, messaging, batch processes, web services, other system processes, database health
	Records	Property Inventory and ownership
	Info Center	Property Inquiry
	Reporting	Reports Server
	Interfaces	API Library
	eGovernment	Internet Web Portal
<b>ACR PTMS</b>	Real Property Appraisal	CAMA: real property valuation tools
	Personal Property Appraisal	CAMA: personal property valuation tools, audits
	Assessment Administration	Assessments, Exemptions, Roll Corrections
	Appeals	Manage Valuation Appeals
<b>ACO PTMS</b>	Assessment Administration	Assessments, Exemptions, Roll Corrections
	Levy Management	TRA Management, Tax Extension
	Distribution	Distribute Tax Revenue
	Tax Accounting	GAAP-Compliant Accounting, interface to G/L
	Special Assessments	Non Ad Valorem taxes from special districts
<b>TTC PTMS</b>	Levy Management	Tax Extension
	Billing	Produce Tax Bills and other mass mailings
	Accounts Receivable	Financial Repository for tax charges and payments
	Cashiering	Payment Collection, in-person and batch
	Delinquents	Track and Notify nonpayment of taxes
	Tax Accounting	GAAP-Compliant Accounting, interface to G/L
	Tax Sale	Manage the sale of delinquent taxes or properties

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<b>4.1 Assessor-County Clerk Recorder</b>		
<b>4.1.1 Appraisal of Personal Property and Fixtures</b>		
Generally, processes in this section will be met by the GRM Personal Property Appraisal module.		
Process	GRM Module(s)	Comments
Request Property Information Update	GRM Personal Property Appraisal, Correspondence	Includes support for a variety of methods that meet individual counties' business practices.
Maintain Business Property	GRM Personal Property Appraisal	Includes support for "discovery services" via web services or other interfaces to help identify new businesses.
Maintain Commercial Aircraft Property	GRM Personal Property Appraisal	Custom features for counties with commercial air carriers.
Maintain Non-Commercial/Fractional Aircraft Property	GRM Personal Property Appraisal	Unique attributes of aircraft will be captured and maintained.
Maintain Boat/Vessel Property	GRM Personal Property Appraisal	Unique attributes of vessels will be captured and maintained.
Maintain Racehorse	GRM Personal Property Appraisal GRM Tax Billing	A unique California requirement that calls for coordination of efforts to discover taxable property (Assessor) and to assess and bill (Tax Collector.)
Distribute Business Property Statement	GRM Personal Property Appraisal	Uses GRM Bill and Statement Generator. Multiple output options include XML, Text Files and PDF Statements among others.
Value Business Property	GRM Personal Property Appraisal	A variety of appraisal methods are provided.
Value Commercial/Fractional Aircraft Property	GRM Personal Property Appraisal	Support for external "blue book-based" appraisal methods is provided.
Value Non-Commercial Aircraft Property	GRM Personal Property Appraisal	Support for external "blue book-based" appraisal methods is provided.
Value Boat/Vessel Property	GRM Personal Property Appraisal	Support for external "blue book-based" appraisal methods is provided.
Audit Program	GRM iFramework, Correspondence, Workflow	The project team will custom-develop workflows and correspondence to support the business processes for Personal Property Audits in Riverside County. Core GRM technologies listed will be used to configure this solution.
<b>4.1.2 Appraisal of Real Property – Enforceably Restricted Property</b>		
Generally, processes in this section will be met by the GRM Real Property Appraisal module combined with value comparisons in Assessment Administration to select appropriate assessment values.		
Process	GRM Module(s)	Comments

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Appraisal of Agricultural Preserve Property	GRM Records, Real Property Appraisal, Assessment Administration	If Manatron is not selected for CAMA solution, interface to CAMA replaces Real Property Appraisal
Appraisal of Historical Property	GRM Records, Real Property Appraisal, Assessment Administration	If Manatron is not selected for CAMA solution, interface to CAMA replaces Real Property Appraisal

#### 4.1.3 Appraisal of Real Property – Events

Generally, processes in this section will be met by the GRM Assessment Administration Module.

Process	GRM Module(s)	Comments
Change in Ownership	GRM Records, iFramework (Workflow and Event Management), Assessment Administration.	Maintains "Legal Parties" and "Properties" and their relationship(s) through time. Designed as FGDC-compliant data model. Identifies and manages re-appraisable events. Assessment Administration manages base value changes and supplemental assessments.
New Construction	GRM Records, Real Property Appraisal, iFramework (Workflow and Event Management), Assessment Administration.	Permits are managed in Real Property Appraisal. New Construction events are defined and managed in iFramework (event management) and Assessment Administration.
Disaster Relief	GRM Records, Real Property Appraisal, iFramework (Workflow and Event Management), Assessment Administration.	May be integrated with GIS to identify large scale disaster relief reassessments. Restoration of property value is managed in Assessment Administration.
Declines in Value	GRM Assessment Administration, Real Property Appraisal, iFramework (Workflow and Event Management).	Using Regression, "Mod-Pro", Comparable Sales or other market-based techniques to identify value declines. Custom workflows will be configured to support Riverside County's business processes.

#### 4.1.4 Appraisal of Real Property – Government Owned Property

Process	GRM Module(s)	Comments
Appraisal of Possessory Interest of Government Owned Property (PI)	GRM Records, Assessment Administration, Real Property Appraisal	PI's are treated as separate revenue objects in GRM, enabling multiple PI's associated with a single real property revenue object.
Appraisal of Taxable Government Owned Property (Phillips Factor)	GRM Records, Assessment Administration, Real Property Appraisal	PI's are treated as separate revenue objects in GRM, enabling multiple PI's associated with a single real property revenue object.

#### 4.1.5 Appraisal of Real Property – Other

Generally, processes in this section will be met by the GRM Assessment Administration and Real Property Appraisal modules.

Process	GRM Module(s)	Comments
Appraisal of Mining/Mineral Property	GRM Records, Assessment Administration, Real Property Appraisal	Treated as separate revenue objects with individual ownership and assessment.

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Appraisal of Intercounty Pipeline Right-of-Way	GRM Records, Assessment Administration, Real Property Appraisal	Supported as "artificial" parcels (revenue objects) associated with affected TRA's.
Appraisal of Non-Exempt Water System Property	GRM Records, Assessment Administration, Real Property Appraisal	Supported as "artificial" parcels (revenue objects) associated with affected TRA's.

#### 4.1.6 Assessment Administration

Generally, processes in this section will be met by the GRM Assessment Administration module. Custom workflows will be established to reflect Riverside County's processes and to automatically identify appropriate properties.

Process	GRM Module(s)	Comments
Administer Homeowners' Exemption Claims	GRM Assessment Administration, Records	Due to volume HOX claim processing requires integration with other systems and special processing.
Administer Disabled Veterans' and Veterans' Exemption Claims	GRM Assessment Administration, Records	GRM supports unique attributes of all exemption types.
Administer Institutional Exemption Claims	GRM Assessment Administration, Records	Institutional exemptions may be applied to multiple properties through a single application.
Administer Welfare Exemption Claims	GRM Assessment Administration, Records	Welfare exemptions may be applied to multiple properties through a single application.
Administer Personal Property Exemption Claims	GRM Assessment Administration, Records	Application of exemptions to personal property is transparent and managed through the same user interface as real property.
Administer New Construction Exclusion Claims	GRM Assessment Administration	Both automatic and application-based new construction exclusions are supported.
Administer Transfer Exclusion Claims	GRM Assessment Administration	Transfer exclusions result in supplemental assessments with zero value, assuring full audit trails.
Administer Undivided Interest Claims	GRM Assessment Administration, Records, Real Property Appraisal	
Administer Separate Valuation Claims	GRM Assessment Administration, Records, Real Property Appraisal.	
Administer Base Year Value Transfer Claims	GRM Assessment Administration	Some additional features for support of limits on non-principal residence exclusions will be required in Riverside County.
Administer Property Tax Postponement Program	GRM Assessment Administration	This program is currently suspended in California. However, the infrastructure support will be available if it is revived.
Administer Property Cut/Combine	GRM Records	GRM Records includes all necessary workflows to manage all transactions. In addition, Enterprise Edition includes GRM SDK and GEOEdit that can be used to integrate with the ESRI parcel layer editing tools in ESRI 9.3+.

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Maintain Valuation Factors, Income Approach	GRM Real Property Appraisal	*See CAMA Note at start of table.
Maintain Valuation Factors, Cost Approach	GRM Real Property Appraisal	*See CAMA Note at start of table.
Maintain Valuation Factors, Other	GRM Real Property Appraisal, Assessment Administration	*See CAMA Note at start of table.
<b>4.1.7 Assessment Appeal</b>		
Generally, processes in this section will be met by the GRM Appeals module.		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Resolve Assessment Appeal	GRM Appeals, Hearing Scheduling	
<b>4.1.8 Mandatory Reporting</b>		
Generally, processes in this section will be met by the GRM Assessment Administration Reports.		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Generate Annual Report Information and Roll Affidavit	GRM Assessment Administration, Reporting	
Generate BOE 801/802 Report	GRM Assessment Administration, Reporting	
Generate BOE Budget, Staff, Assessment Roll, and Appeals Data Report	GRM Assessment Administration, Reporting	
Generate Department of Finance Assessed Value Growth Survey	GRM Assessment Administration, Reporting	
Generate Subvention Report	GRM Assessment Administration, Reporting	May require GIS to consume report data for map generation if required.
Generate Supplemental Work Hour Report	Reporting	
Generate Sales Ratio Report	GRM Real Property Appraisal, GRM Assessment Administration, Reporting	
Generate HOX Report	Reporting, Interfaces	
<b>4.1.9 Parcel Management</b>		
Generally, processes in this section will be met by the GRM Records.		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Maintain Boundary – Tax Rate Area	GRM Records, Levy Management, Interfaces	Interface support for LAFCO downloads
Maintain Boundary – Assessor's Parcel	GRM Records, GEOEdit	GRM Records includes all necessary workflows to manage all transactions. In addition, Enterprise Edition includes GRM SDK and GEOEdit that can be used to integrate with the ESRI parcel layer editing tools in ESRI 9.3+.

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<b>4.1.10 Property Assessment</b>		
Generally, processes in this section will be met by the GRM Assessment Administration module.		
Process	GRM Module(s)	Comments
Assess Property	GRM Assessment Administration	GRM design for penalties treats them as separate assessments linked, where appropriate, to the appropriate master assessment. All other requirements for base value management and assessment are fully supported in GRM.
Generate 601 Roll	GRM Assessment Administration	
Generate Supplemental Roll	GRM Assessment Administration	
Generate Roll Change Petition	GRM Assessment Administration	Workflows will be configured to support required routing and approvals to reflect Riverside County.
<b>4.2 Auditor-Controller Office</b>		
<b>4.2.1 Calculate Original Charge</b>		
Generally, processes in this section will be met by the GRM Levy Management module.		
Process	GRM Module(s)	Comments
Calculate Original Charge	GRM Levy Management	Incorporated into GRM's tax calculation process. Supports trial calculations for validation purposes.
<b>4.2.2 Countywide Allocation Factors</b>		
Generally, processes in this section will be met by the GRM Levy Management module.		
Process	GRM Module(s)	Comments
Calculate AB 8 Allocation Factors	GRM Levy Management	Incorporated into GRM's apportionment process.
Calculate Sales & Use Tax and VLF Impact on ERAF	GRM Levy Management	
Calculate Supplemental Allocation Factors	GRM Levy Management	Incorporated into GRM's apportionment process.
Calculate BOE Public Utility Unitary Allocation Factors	GRM Levy Management	Incorporated into GRM's apportionment process.
Calculate BOE Regulated Railroad Unitary Allocation Factors	GRM Levy Management	Incorporated into GRM's apportionment process.
Calculate BOE Qualified Property Unitary Allocation Factors	GRM Levy Management	Incorporated into GRM's apportionment process.
<b>4.2.3 Extend Tax Rolls</b>		
Generally, processes in this section will be met by the GRM Levy Management module.		
Process	GRM Module(s)	Comments
Extend Locally Assessed Secured Roll	GRM Levy Management, Special Assessments	Part of GRM's roll management processing facilities.

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Extend Locally Assessed Unsecured Roll	GRM Levy Management	Part of GRM's roll management processing facilities.
Extend State Assessed Roll	GRM Levy Management	Part of GRM's roll management processing facilities.
Extend Supplemental Roll	GRM Levy Management	Part of GRM's roll management processing facilities.
<b>4.2.4 Fixed Charge Management</b>		
Generally, processes in this section will be met by the GRM Levy Management module.		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Prepare Fixed Charge Submission Portal	GRM Levy Management	Will be developed to meet requirements of Riverside County.
Process Fixed Charge Assessments	GRM Levy Management, Special Assessments	Included in GRM's Special Assessment file import process.
<b>4.2.5 Fund Analysis</b>		
Generally, processes in this section will be met by the GRM Levy Management module.		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Reconcile Apportionment Funds	GRM Tax Accounting	Reports for comparing GRM records with data provided to the County's PeopleSoft system.
Reconcile Teeter Tax Resource Fund	GRM Tax Accounting	Reports for comparing GRM records with data provided to the County's PeopleSoft system.
Reconcile Miscellaneous Funds	GRM Tax Accounting	Reports for comparing GRM records with data provided to the County's PeopleSoft system.
Reconcile Property Tax Relief Fund	GRM Tax Accounting, Distribution	Reports for comparing GRM records with data provided to the County's PeopleSoft system.
Reconcile Tax Sale Fee Fund	GRM Tax Accounting, Distribution	Reports for comparing GRM records with data provided to the County's PeopleSoft system.
Reconcile Clearing Funds	GRM Tax Accounting, Distribution	Reports for comparing GRM records with data provided to the County's PeopleSoft system.
<b>4.2.6 Mandatory Reporting</b>		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
BOE 822 Report	GRM Levy Management, Reporting	
Generate Semi-Annual Settlement Report (COL-225)	GRM Levy Management, Reporting	
Generate Teeter Threshold Report	GRM Levy Management, Reporting	
Generate Estimated Tax Revenue Report	GRM Levy Management, Reporting	
Generate LGRS Report	GRM Levy Management, Reporting	

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Generate J29 Report	GRM Levy Management, Reporting	
<b>4.2.7 Roll Maintenance</b>		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Process Roll Change Petition	GRM Levy Management, Accounts Receivable	Tax Charge Corrections
Process Court Order Roll Change	GRM Levy Management, Accounts Receivable	Tax Charge Corrections
Process BOE Roll Change	GRM Levy Management, Accounts Receivable	Corrections
Process Fixed Charge Roll Change	GRM Levy Management, Accounts Receivable	Tax Charge Corrections
Process Appeals Roll Change	GRM Levy Management, Accounts Receivable	Corrections
Application of Penalty	GRM Levy Management, Accounts Receivable	Penalty and Interest
Roll Change Refund	GRM Accounts Receivable	Refund Processing
<b>4.2.8 Roll Valuation</b>		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Generate Certified Roll	GRM Assessment Administration	
Generate Equalized Roll	GRM Assessment Administration	
<b>4.2.9 Tax Apportionment</b>		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Apportion Current Year Secured Advance	GRM Distribution	Based on the AB8 and associated apportionment methods.
Apportion Current Year Secured Settlement	GRM Distribution	
Apportion Prior Year Secured	GRM Distribution	Based on the AB8 and associated apportionment methods.
Apportion Current Year Supplemental	GRM Distribution	Based on the unique supplemental apportionment method.
Apportion Prior Year Supplemental	GRM Distribution	Based on the unique supplemental apportionment method.
Apportion Current Year Unsecured	GRM Distribution	Based on the AB8 and associated apportionment methods.
Apportion Prior Year Unsecured	GRM Distribution	Based on the AB8 and associated apportionment methods.
Apportion State Accessed Unitary	GRM Distribution	Based on the unique Unitary apportionment method.
Calculate Teeter Settlement	GRM Distribution	Based on levy/charges rather than collections.
Calculate Teeter Buyout	GRM Distribution, Levy Management	
Generate Teeter Payments	GRM Distribution	Based on levy/charges rather than collections.



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Property Tax Cost Recovery (PTAC)	GRM Levy Management	To be incorporated into the distribution process.
Apportion Racehorse Tax	GRM Distribution	Part of pre-defined apportionment process.
Generate Homeowners Claim	GRM Levy Management	Export file to be developed.
Apportion Homeowners Exemption Claim	GRM Distribution	Part of pre-defined apportionment process.
Apportion US Fish and Wildlife Revenue Sharing	GRM Distribution	Part of pre-defined apportionment process.
Apportion Fish and Game in Lieu of Taxes	GRM Distribution	Part of pre-defined apportionment process.
Apportion Timber Yield Tax	GRM Distribution	Part of pre-defined apportionment process.
Apportion Highway Rental in Lieu of Taxes	GRM Distribution	Part of pre-defined apportionment process.
Apportion Unclaimed Excess Proceeds from Tax Sale	GRM Distribution	Part of pre-defined apportionment process.
Apportionment Adjustment	GRM Distribution	Part of pre-defined apportionment process.
<b>4.2.10 Tax Rate Calculation</b>		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Calculate Tax Rates	GRM Levy Management	To be incorporated into the Tax Calculation process steps.
<b>4.2.11 TRA District Management</b>		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Prepare BOE Change Notices	GRM Levy Management, Workflow, Interface	Interface will be developed and will trigger workflows to follow the changes through the process steps.
Process BOE Change Notices	GRM Levy Management, Workflow, Interface	
Reconcile BOE Change Notice	GRM Levy Management	Batch Reconciliation program will be developed.
Process New Fixed Charge Districts	GRM Levy Management, Special Assessments	
Process Redevelopment SOI Report	GRM Levy Management	
Generate Redevelopment Base Year Report	GRM Levy Management, Reports	
<b>4.2.12 Year End Processing</b>		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Year End Processing	GRM Levy Management, Distribution, Reporting	GRM Process Steps.
<b>4.3 Treasurer/Tax Collector Office</b>		
<b>4.3.1 Accounting</b>		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>

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Process Removal of Payments Due to Non-Sufficient Funds	GRM Accounts Receivable	Payment Management
Process Transfer of Payments	GRM Accounts Receivable	Payment Management
Process Cancellation of Penalties	GRM Accounts Receivable	Payment Management
Release Refunds	GRM Accounts Receivable	Refund Processing
Process Transfer from Secured to Unsecured Roll	GRM Accounts Receivable, Levy Management	Uses Roll Management facilities in GRM.
Process Roll Change Refunds	GRM Accounts Receivable	Refunds
Process Stale Dated Warrants	GRM Accounts Receivable	Custom Workflows will be configured to support Riverside County business processes.

#### 4.3.2 Audits

Process	GRM Module(s)	Comments
Audit Trust Accounts	GRM Tax Accounting, Reporting	Uses the fund/account mapping facilities in GRM.
Audit NSF Trust Account	GRM Tax Accounting, Reporting	Uses the fund/account mapping facilities in GRM.
Audit Excess Proceeds Trust Account	GRM Tax Accounting, Reporting	Uses the fund/account mapping facilities in GRM.

#### 4.3.3 Bankruptcy Management

Process	GRM Module(s)	Comments
Process Bankruptcy Notifications	GRM Delinquents	Included as part of Case management
Process Bankruptcy Payments	GRM Delinquents	Included as part of Case management
Process Notification of Closure of Bankruptcy	GRM Delinquents	Included as part of Case management

#### 4.3.4 Billing

Generally, GRM Billing module will be used. Several configuration options exist that provide extensive flexibility for grouping bills, selecting them, categorizing and messaging them. The Bill and Statement Generator provides multiple, flexible output options including XML and PDF.

Process	GRM Module(s)	Comments
Generate Current Year Secured Bills	GRM Billing	Bill and Statement Generator
Generate Current Year Secured Penalty Bills	GRM Billing	Bill and Statement Generator
Generate Secured Prior Year Bills	GRM Billing	Bill and Statement Generator
Generate Monthly Supplemental Bills	GRM Billing	Bill and Statement Generator
Generate Supplemental Penalty Bills	GRM Billing	Bill and Statement Generator
Generate Delinquent Prior Year Unsecured Penalty Bills	GRM Billing	Bill and Statement Generator
Generate Current Year Unsecured Bills	GRM Billing	Bill and Statement Generator
Generate Current Year Unsecured Penalty Bills	GRM Billing	Bill and Statement Generator
Validate and Authorize Tax Bill	GRM Billing	Bill and Statement Generator

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Generate Roll Correction Bills	GRM Billing	Roll Corrections, Bill and Statement Generator
Generate Duplicate Bills	GRM Billing	Bill and Statement Generator
Process Returned Bills	GRM Billing	
Process CORTAC Enrollment	GRM Billing	Payment Processing. Lender processing will be enhanced to handle all CORTAC requirements.
Enroll Electronic Billing	GRM Billing	Billing will be enhanced to provide eBill enrollment as per Riverside County requirements.
<b>4.3.5 Collections</b>		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Prepare Mail Payment	GRM Accounts Receivable	Batch Collections process. Mailed payments are processed as a payment batch.
Process Lockbox Payments	GRM Accounts Receivable	Batch Collections
Receive Counter Payment	GRM Cashiering	
Process Correspondence with Check	GRM Cashiering, Accounts Receivable	
Slot Payment	GRM Accounts Receivable	Accounts Receivable supports the general process of payment management.
Image and Process Slotted Payments	GRM Accounts Receivable	See above
Process RPS Payments	GRM Accounts Receivable	
Receive Wire Transfer Payment	GRM Accounts Receivable	
Receive Payment File Payment (CORTAC and Non-CORTAC)	GRM Accounts Receivable	Batch Collection
Receive Credit Card/eCheck Payment	GRM Accounts Receivable	Batch Collections
Process Payment Files	GRM Accounts Receivable	Batch Collections
Reconcile Daily	GRM Accounts Receivable, Reporting	
Reconcile Monthly	GRM Accounts Receivable, Reporting	
Process Manual Payment Exceptions	GRM Accounts Receivable	Part of Manage Payments functionality.
<b>4.3.6 Eminent Domain Processing</b>		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Process Eminent Domain Court Orders	GRM Reporting	
<b>4.3.7 Fee Calculation</b>		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>
Process Annual Fee Calculation	GRM Levy Management	
<b>4.3.8 Manage Payment Plans</b>		
<b>Process</b>	<b>GRM Module(s)</b>	<b>Comments</b>

## Attachment LSM

### Licensed Software Modules

Process Payment Plan Enrollment	GRM Accounts Receivable	Payment Plan Processing
Generate Payment Plan Bill	GRM Accounts Receivable, Billing	
Process Payment Plan Adjustments	GRM Accounts Receivable	Payment Plan Processing
Process Lapsed Payment Plan	GRM Accounts Receivable	Custom Workflows will be configured to support Riverside County processes.

#### 4.3.9 Public Services

Process	GRM Module(s)	Comments
Process Property Tax Postponement Certificate	GRM Accounts Receivable, Cashiering	Potential tender type if postponement is lifted.
Manage Mobile Home Tax Clearance Certificate Requests	GRM Workflow, eGovernment	
Process Tract Map Request (In-Bonding)	GRM, Levy Management, Billing	Part of estimated tax and billing process.
Process Tract Map Request (Out-of-Bonding)	GRM Levy Management, Billing	
Process Tract Map Monthly Invoicing	GRM Billing	
Generate In-Bonding Letter	GRM Reporting	Accommodated by GRM's Correspondence functionality.
Generate Out-of-Bonding Letter	GRM Reporting	Accommodated by GRM's Correspondence functionality.
Generate Authorization to Use Tax Bond	GRM Reporting	
Perform Tract Map Year-End Processing	GRM Delinquents	
Process Bulk Transfer of Sale	GRM Delinquents, Reporting	

#### 4.3.10 Secured Delinquencies

Generally supported by GRM Delinquents module, Correspondence and Custom-configured Workflows to support Riverside County business processes.

Process	GRM Module(s)	Comments
Process Power To Sell Addenda	GRM Delinquents	Included as part of the reporting functionality
Process Power to Sell	GRM Delinquents	Included as part of the reporting functionality
Identify Tax Defaulted Properties	GRM Delinquents	Included as part of the reporting functionality
Process Publications	GRM Delinquents	Included as part of the reporting functionality
Prepare Agency Mailing	GRM Delinquents	
Prepare Tax Sale	GRM Delinquents	
Authorize Tax Sale	GRM Delinquents	
Prepare Certified Agency Mailing	GRM Delinquents	Included as part of the reporting functionality
Notify Tax Sale Parties of Interest	GRM Delinquents	

## Attachment LSM

### Licensed Software Modules

Conduct Personal Visit	GRM Delinquents	Workflow step to ensure process is completed.
Prepare IRS Mailing	GRM Delinquents	
Publish Tax Sale	GRM Delinquents, Reporting	Included as part of the reporting functionality
Conduct Bidder Registration	GRM Tax Sale	
Conduct Public Auction	GRM Tax Sale	
Conduct Sale by Agreement	GRM Tax Sale	
Conduct Sealed Bid Sale	GRM Tax Sale	
Conduct Internet Sale	GRM Tax Sale	Internet Tax Sale, via 3 <sup>rd</sup> party such as Bid4Assets or RealAuction. GRM supports interface(s) to these systems.
Conduct Post-Sale Processing	GRM Tax Sale	
Distribute Tax Sale Proceeds	GRM A/R, Distribution	
Rescind Tax Sale Deed	GRM Records	
Process Excess Proceeds	GRM Tax Sale	
Process Unclaimed Excess Proceeds	GRM Tax Sale	
Create Tax Sale and Master File Packages	GRM Reporting, Batch	Custom process to extract and archive the information per County process.

#### 4.3.11 Unsecured Delinquencies

Generally supported by GRM Delinquents module, Correspondence and Custom-configured Workflows to support Riverside County business processes.

Process	GRM Module(s)	Comments
Perform Lien Recording	GRM Delinquents	Incorporated within the Unsecured process steps and Correspondence functionality.
Perform Lien Release	GRM Delinquents	Incorporated within the Unsecured process steps and Correspondence functionality.
Conduct Field Enforcement	GRM Delinquents	Incorporated within the Unsecured process steps and Correspondence functionality.
Process Discharge of Accountability	GRM Delinquents	Incorporated within the Unsecured process steps and Correspondence functionality.
Process Property Seizure	GRM Delinquents	Incorporated within the Unsecured process steps and Correspondence functionality.
Process Unsecured Tax Sale	GRM Delinquents	Incorporated within the Unsecured process steps and Correspondence functionality.

# Attachment MNT

## Maintenance and Support Services

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# Attachment MNT

## Maintenance and Support Services

### 1 County Support and Service Levels

This document sets forth the ongoing metrics, policies and requirements for the provision of application support being provided to the County in the maintenance and support cycle. Manatron will provide Phase Maintenance and Support Services beginning upon initial installation. Maintenance and Support Services will commence immediately upon Go-Live, provided, however, that Maintenance and Support Services shall be in addition to Manatron's warranty obligations for the twelve (12) month period following the Go-Live Date. Maintenance and Support Services will be contracted on an annual basis and the County has the option to renew Maintenance and Support Services by written amendment between the parties in one (1) year increments for an additional six (6) one (1) year periods. The cost of Maintenance and Support Services during such seven (7) year period shall be as set forth in Attachment PRC. If Maintenance and Support Services are discontinued or terminated for any period by the County and the County desires to reinstate such services, the County shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

Manatron is proposing a two-tier help desk for the project implementation. Manatron's assumption is that the existing County help desk will be utilized as a clearinghouse and the first level of support for all users. County personnel will staff the first-tier help desk. Escalation of a problem will transfer it to Manatron second-tier help desks, depending on the nature of the problem. The help desk staffed by Manatron personnel will support the applications.

These services will include troubleshooting, technical analysis, problem diagnosis, and procedural assistance. These services will be provided to the County by telephone or through remote access virtual private network (VPN) into the County's computer system.

### 2 First Tier Help Desk

When a user encounters a problem, it can be called or e-mailed to the County's first-tier help desk. A standard form will be developed for reporting problems for the project implementation. The necessary information about the user reporting the problem must be gathered and saved. The first-tier help desk will handle all user training issues. County help desk staff must have access to the same equipment and production database as the users, so they can duplicate a problem when necessary. The elapsed time between the initial report of the problem by the user and the first help desk call back to the user is known as the response time. The County will target a response time of no more than four (4) hours. When a problem is determined to be a Software problem, it is then escalated to the second-tier help desks at Manatron.

### 3 Second Tier Help Desk

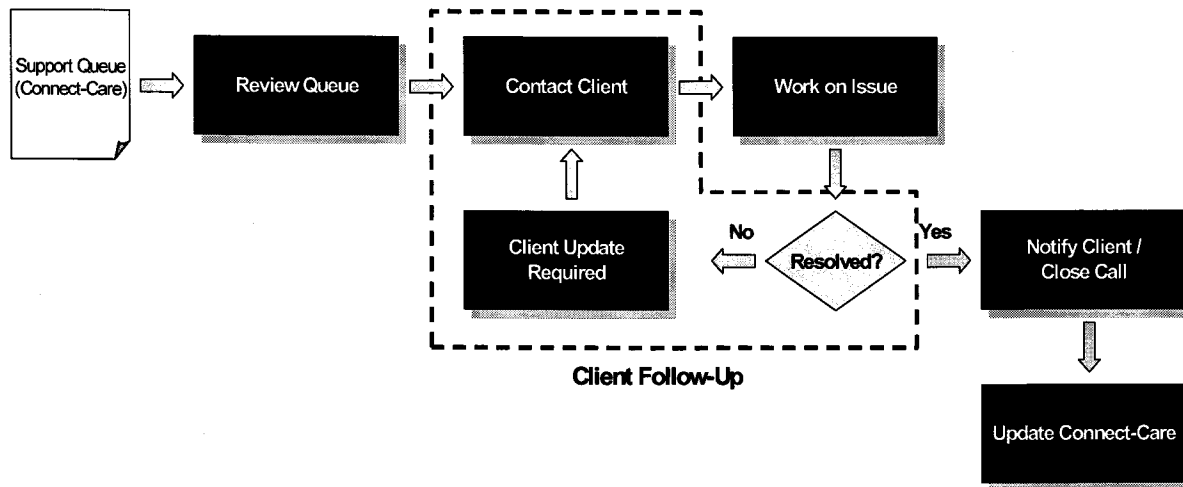
Toll-free numbers will be provided to the County for logging all service calls and questions to Manatron. All calls to Manatron will be logged and response time tracked. Each call will be

## Attachment MNT

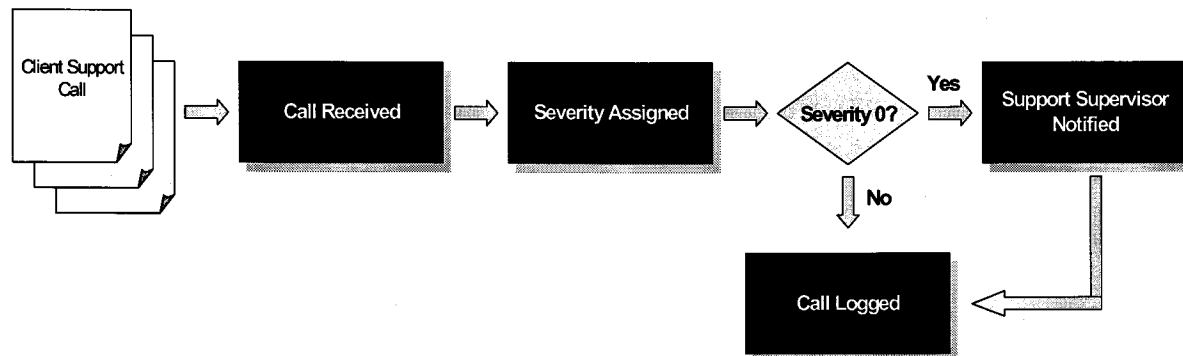
### Maintenance and Support Services

prioritized based on the nature of the call and the impact to the County's operation. Manatron will respond to a service call within four (4) hours of referral from the County help desk to further diagnose, clarify or resolve the issue.

#### Support Analyst Resolution Process



#### Call Center Support Log Process



## 4 Response Policy

Manatron shall respond to any Errors reported by the County based on the priority code assigned to such Error. The County shall identify the priority code when it initially reports the



## Attachment MNT

### Maintenance and Support Services

Error to Manatron. Manatron may, in its reasonable discretion, and with County approval, re-classify the Error after its initial investigation.

The priority codes and responses shall be as follows:

*Initial Callback* is confirmation that the problem report has been received and logged into the Connect-Care System. This begins the troubleshooting process and starts the clock for further time specific escalation procedures.

*Call Resolution* is a mutually agreed upon condition where a) the problem has been satisfactorily resolved; or b) a satisfactory work-around procedure has been identified and implemented.

Impact on Client Operation	Priority Level
Client fully down; unable to operate	<b>Priority 1</b>
Major disruption, but client operational	<b>Priority 2</b>
Minor disruption, but client operational	<b>Priority 3</b>
Request submitted into MCC	<b>Priority 4</b>
Hardware or 3 <sup>rd</sup> party software issue	<b>Priority 5</b>

MCC is an acronym for Manatron Change Control system.

All support calls are to be logged into the Connect-Care support tracking tool, along with the assigned priority level. Priority 1 support calls are to be immediately reported to the appropriate support manager.

County enhancement requests are to be assigned the enhancement classification. These requests will be reassigned into Manatron's Advisory Council process and will be addressed in a future release.

### 5 Support Escalation

In order to maintain and improve County satisfaction levels, Manatron ensures support calls are not "lost" within Manatron's system. To this end, escalation metrics are a key component within Manatron's overall support metrics. Manatron's internal support tool (Connect-Care) is

## Attachment MNT

### Maintenance and Support Services

configured in line with the company's metrics, ensuring that the appropriate escalation level is automatically notified when appropriate.

Support escalation defines the notification process for calls that are exceptions to the published response rules. Progression to higher levels of Manatron management will provide latitude in determining the appropriate course of action as well as access to additional resources that may be applied to the resolution of the problem.

The first escalation point is the Direct Support Manager. This escalation is to be made in accordance with the outlined metrics for each priority level. Each subsequent escalation is implemented if the current escalation does not occur within the timeframes as outlined in the tables below.

#### Call Resolution Escalation

Escalation Point	Priority Level			
	1	2	3	4
Support Supervisor	<i>6 Hours</i>	<i>16 Hours</i>	<i>48 Hours</i>	<i>48 Hours</i>
Director, Support Operations	<i>12 Hours</i>	<i>48 Hours</i>	<i>72 Hours</i>	<i>72 Hours</i>
Vice President, Professional Services	<i>24 Hours</i>	<i>72 Hours</i>	<i>96 Hours</i>	<i>96 Hours</i>
Chief Operating Officer	<i>48 Hours</i>	<i>96 Hours</i>	<i>120 Hours</i>	<i>120 Hours</i>

## Attachment MNT

### Maintenance and Support Services

The following table is designed to provide a more detailed description of the Manatron support priority levels.

Priority	Definition/Impact	Manatron's Responses
1	The problem has caused County's use of the Software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely workaround exists.	Manatron will use commercially reasonable efforts to: (i) respond to County within one hour, indicating that Manatron has received the report of the Error; (ii) provide an initial status report to County within two (2) hours, and regularly communicate thereafter the status of a reported Incident; and (iii) provide the appropriate modifications, bug fixes and other changes to the Software within forty-eight (48) hours of reporting the issue. Each continuous twenty-four (24) hour period after this time, with no problem resolution, will result in a \$5,000 credit to the next year's maintenance fee.
2	The problem causes an impact on County's business process. A workaround is not available; however, processing can continue but in a restricted manner.	Manatron will use commercially reasonable efforts to: (i) acknowledge receipt of the Error within two (2) hours of the report, and (ii) verify the reported Error and regularly communicate the status to County; and (iii) provide the appropriate modifications, bug fixes and other changes to the Software within five (5) days of reporting the issue.
3	The problem does not prevent operation of the Software, and has a minor impact on County's applicable business process.	Manatron will (i) acknowledge receipt of the Error within four (4) hours of the report, and (ii) respond to the Error within thirty (30) days. Within thirty (30) days of receipt of the problem Manatron will have either A) resolved the problem to the County's satisfaction or B) provided a satisfactory work-around that alleviates the problem until a permanent fix can be implemented and notified the County as to the long term resolution of the problem (intermediate patch, next update level release, etc.)
4	The problem has no business process impact. These problems are typically modification and/or enhancement requests.	Manatron will (i) acknowledge receipt of the Error within four (4) hours of the report, and (ii) will address the issue in a future Version or Release. County will receive notification when a problem has been classified as Priority 4.
5	Hardware or third party Software issue	County is responsible for resolution of hardware and/or third party software issues for hardware or third party software provided by the County.
	Modification and/or enhancement requests caused by legislation changes	Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the issue within one business day of the report; and (ii) provide the appropriate modifications to the Software a minimum of sixty (60) calendar days prior to the effective date of the legislation. Any legislative change that results in less than sixty (60) calendar days notice will be considered a higher priority item.

## **Attachment MNT**

### **Maintenance and Support Services**

Manatron will log the call at the priority level requested by the County during the initial call. Manatron's Support Specialist will evaluate the call priority to determine its validity. A follow-up call will be initiated with the County to resolve any priority level issues. If both parties cannot agree to the call priority, the call will be escalated to the Support Supervisor for assistance. Manatron may only reclassify the call priority with County approval.

The second-tier help desk toll free number is available to authorized users when the local help desk is not staffed or is at peak load, or for questions that are more complex. County may designate up to eight persons, through whom requests by County for Support Services shall be made. Manatron shall not be required to accept calls or requests from anyone other than a designated contact person(s). The County may change its designated contact persons, or request that additional people be made contact persons, at any time upon notice to Manatron.

Manatron will deliver all System updates, enhancements or corrections, and installation instructions to the County using standard network file transfer protocol (FTP) or other mutually agreed upon electronic means. The County will be responsible for applying the updates, enhancements or corrections to their test and/or production environments. Manatron will provide professional services as needed by the County to complete the upgrades and updates, including data conversion, deployment, interface maintenance, and all related details.

#### **6 Telephone Support Hours of Operation**

Telephone Support: Manatron shall provide County with telephone support services from 6:00 a.m. to 7:00 p.m. Pacific Standard Time (PST), Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve and Christmas Day. Manatron may from time to time amend its holiday schedule upon at least sixty (60) days prior written notice to the County. Additional pager or cell phone coverage during known peak periods may be arranged in advance to handle seasonal demands at no additional charge. Emergency services are available by telephone, pager or cell phone during County non-business hours.

#### **7 Web Site**

Manatron shall maintain a web site that contains information concerning the Maintenance and Support Services. Manatron will provide the County with access to all Manatron support features, including Manatron's Customer Connexion Support website, Manatron's online knowledgebase, and various training webinars that are conducted.

#### **8 Off-Hour Support and 7x24 Support**

Manatron offers off-hour support coverage for an additional hourly fee. Off-hour support coverage includes non-business hour coverage from 7:00 pm to 6:00 am (PST) Monday through Friday, weekend coverage, and Manatron holiday coverage. Contact with support services is

## **Attachment MNT**

### **Maintenance and Support Services**

available by telephone, pager, or cell phone with response time within four (4) hours of placing the call.

#### **9 Reporting**

Call status reports including Summary Reports showing call status over a specific period of time and Detail Incident Reports are available through Manatron's Connect Care Support.

#### **10 Compliance Updates**

Manatron shall exercise due diligence in accordance with the highest professional standards by providing the County with compliance updates in a timely manner. As part of the scope of this Agreement, Manatron has agreed to monitor changes in legislation and property tax codes or other laws or regulations which affect property taxation in California to help the County maintain System compliance. Manatron has agreed to subscribe to a legislative update service as part of this effort. The County has agreed to alert Manatron of applicable legislative changes. Any modification and/or enhancement requests caused by compliance updates will be included by Manatron at no additional charge.

#### **11 Versions**

Manatron shall provide the County with new Versions of the Software as part of Manatron's Maintenance and Support fees. County understands that its implementation of a new Version may require County to upgrade its Computer System. Manatron shall notify the County a minimum of six (6) months in advance of any new Version that would require an upgrade to the existing infrastructure, provided, however, that Manatron agrees to support the Software on the existing infrastructure for at least three (3) years following Final Acceptance.

#### **12 Supported Software**

Manatron's obligation to provide Support Services shall extend only to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number. For example, if the current Release is 4.5, Manatron will support only those Versions between 3.x and 4.5.

Manatron will provide maintenance and support services for the CustomCAMA and Personal Property rich client until the County approves the migration of functionality to the browser based version of CustomCAMA and Personal Property.

If the County desires support for earlier Versions of the Software, such support may be treated by Manatron as additional consulting services for which the County will be billed at the negotiated rates outlined in Attachment PRC.

## **Attachment MNT**

### **Maintenance and Support Services**

#### **13 Third Party Software Support**

Manatron shall provide the County with telephone assistance for the Third-Party Software during the hours set forth above. If Manatron is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on the County's behalf, coordinate, and monitor correction efforts by the vendor. In all instances, Manatron shall be responsible for ensuring the resolution of an issue regardless of whether or not it needs to bring in a Third-Party vendor.

#### **14 Services Outside Scope**

All exclusions listed in this Agreement shall apply to Manatron's obligations to provide Support Services under this Attachment. Services provided by Manatron that are not within Manatron's obligations under this Agreement shall only be performed after the execution of an approved change order and shall be billed at the negotiated rates as outlined in Attachment PRC.



# Attachment NDA Nondisclosure Agreement

Manatron's Nondisclosure Agreement is attached.

This Agreement ("Agreement") is entered into and made effective as of the date of the last signature, by and between MANATRON INC., a Michigan corporation, having its principal place of business at 510 East Milham Avenue, Portage Michigan 49002 ("Manatron"), and \_\_\_\_\_ ("Company") having its principal place of business at \_\_\_\_\_, concerning Confidential Information as defined below of either party ("Confidential Information").

The parties, intending to be legally bound by the provisions of this Agreement, agree as follows:

Confidential Information is that information which a disclosing party has not released publicly and which the disclosing party considers to be confidential and/or in which the disclosing party has a protectable or proprietary interest.

- The subject matter of the disclosure is:
- The purpose of the disclosure is ("Purpose"):

- 1. Disclosure.** All Confidential Information disclosed by either party to the other party in tangible form shall be clearly marked with a "CONFIDENTIAL", "PROPRIETARY", "RESTRICTED" or similar legend, together with a completed Attachment A ("Confidential Information Transmittal Record") or a writing containing substantially similar information as Attachment A. If the Confidential Information cannot reasonably be marked as required by the preceding sentence, written notice shall be given by the disclosing party to the receiving party at the time it is disclosed that it is to be treated as Confidential Information and a completed Attachment A or a writing containing substantially similar information as Attachment A shall be provided by the disclosing party to the receiving party. In the event Confidential Information is disclosed in other than tangible form, the disclosing party shall inform the receiving party of its confidential nature at the time the Confidential Information is disclosed and describe the nature of the Confidential Information in Attachment A or a writing containing substantially similar information as Attachment A provided to the receiving party within twenty (20) days of the disclosure of the Confidential Information. The failure to complete Attachment A or a writing containing substantially similar information as Attachment A shall not prevent information disclosed pursuant to this Agreement from being deemed Confidential Information under this Agreement.
- 2. Title.** Title or the right to possess Confidential Information as between the parties shall, except as otherwise provided in this Agreement, remain in the party which discloses it to the other party. Neither party shall disclose to the other party any Confidential Information which it does not have the right to disclose, and the disclosing party shall defend and fully indemnify the receiving party against any claim or liability resulting from any breach of this Section 2.
- 3. Standard of Care.** Each party shall exercise the same degree of care for the Confidential Information as it uses to protect its own Confidential Information, but in any event, not less than reasonable care, including, without limitation, the requirements stated in this Agreement.
- 4. Use.** All Confidential Information disclosed by either party to the other party under this Agreement shall be used by the receiving party solely for the Purpose. Each party shall protect the other party's Confidential Information from unauthorized use and disclosure and shall disclose the other party's Confidential Information only to (a) its authorized employees who are involved in the use of the Confidential Information in accordance with the terms of this Agreement, and (b) its authorized consultants who are involved in the use of the Confidential Information in accordance with the terms of this Agreement and have agreed in writing to be bound by terms consistent with the provisions of this Agreement.
- 5. Copies.** Neither party shall make any copies of Confidential Information disclosed by the other party except as necessary for use in accordance with the Purpose, and any copies which are made shall be identified as Confidential Information in the same manner as the original. Each party shall keep a log identifying by number each copy of each item of Confidential Information that is made by the receiving party, together with the name, company name, address and department name of the individual to whom such copy was given.
- 6. Export Laws.** Each party acknowledges that Confidential Information which it receives may include technical data developed in the United States, and therefore, shall not export or reexport any Confidential Information without full compliance with all applicable export laws.
- 7. Court/Government-Ordered Disclosure.** Neither party shall be restricted from disclosing Confidential Information of the other party pursuant to a judicial or governmental order, but any such disclosure shall be made only to the extent so ordered and provided only that the party receiving an order: (i) shall timely notify the other party so that it may intervene in response to such order, or (ii) if timely notice cannot be given, shall seek to obtain a protective order from the court or government for such information.
- 8. Exclusions.** The obligations and limitations regarding Confidential Information in this Agreement shall not apply to information which is or becomes:
  - (a) at any time in the public domain other than by a breach of this Agreement on the part of the receiving party; or
  - (b) at any time rightfully received from a third party which has the right to and transmits it to the receiving party without any obligation of confidentiality; or
  - (c) rightfully known to the receiving party without any limitation on use or disclosure prior to receipt of the same from the disclosing party; or
  - (d) independently developed by personnel of the receiving party who have not had access to Confidential Information received from the disclosing party; or
  - (e) generally made available to a third party by the disclosing party without any restriction concerning use or disclosure.



9. **Term of Obligations.** The obligations of each party under this Agreement with respect to each item of Confidential Information disclosed to it shall terminate five (5) years after the date of disclosure of such item of Confidential Information, except in the case of software, for which such obligations shall not terminate until the occurrence of any circumstance listed in Section 8 above. After the obligations with respect to an item of Confidential Information end as provided in the previous sentence, use of that item of Confidential Information shall continue to be governed by applicable law, including, without limitation, patent and copyright law.
10. **Termination and Survival.** Either party may terminate this Agreement in its entirety, terminating the use of all its Confidential Information disclosed under this Agreement, or either party may terminate the use of a particular item of its own Confidential Information disclosed under this Agreement, at any time without liability for such termination, but the obligations of the receiving party shall survive termination under this Section 10 for the period stated in Section 9 above.
11. **Termination Obligations.** When a party no longer has need for any of the items of Confidential Information it has received from the disclosing party for the Purpose or upon request of the disclosing party, whichever occurs first, the receiving party shall promptly cease using and shall return to the disclosing party or destroy (and certify destruction of) (i) such Confidential Information, together with any tangible copies which it may have made, (ii) all writings, descriptions and summaries involving or based on such Confidential Information, and (iii) all copies stored in any computer memory or storage medium.
12. **Relationship of Parties.** This Agreement is not intended to and shall not be construed as creating a joint venture, joint development relationship, partnership, franchise, employment or other form of business association between the parties, nor as establishing a license grant of any kind from either party to the other except to use Confidential Information for the Purpose. Notwithstanding the foregoing, this Agreement does not grant either party a license under any patent, trademark, mask work or copyright of the other party. Neither party shall have the power or authority to bind or obligate the other party.
13. **Waiver.** Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
14. **Governing Law.** This Agreement shall be governed by the law of the state of California without regard to conflicts of law principles.
15. **Entire Agreement.** This Agreement, including Attachment A or similar writing, as supplemented, states the entire agreement and terminates and supersedes all prior negotiations, understandings and agreements, written or verbal, between the parties with respect to the subject matter of this Agreement and may not be amended except in writing signed by a duly authorized representative of each party. This Agreement is signed in duplicate with each party retaining a duplicate original.
16. **Other Agreements.** Any other agreements between the parties relating to different subject matter shall not be affected by this Agreement.
17. **No Disclosure of Agreement.** The existence and terms of this Agreement shall not be disclosed by either party without the prior express written consent of the other party.
18. **No Legal Impediment.** Each party agrees that it shall not engage directly or indirectly, either for itself, or with any other person (natural or fictitious), in any work or undertaking which shall create any legal impediment against its performance of its obligations under this Agreement. Each party represents that there is no such present legal impediment.
19. **Development.** EACH PARTY UNDERSTANDS THAT THE OTHER PARTY MAY CURRENTLY OR IN THE FUTURE BE DEVELOPING INFORMATION INTERNALLY OR RECEIVING INFORMATION FROM OTHERS THAT MAY BE SIMILAR TO THE OTHER PARTY'S CONFIDENTIAL INFORMATION. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION OR INFERENCE THAT A PARTY WILL NOT DEVELOP PRODUCTS FOR ITSELF OR FOR OTHERS THAT MAY COMPETE WITH OR BE SIMILAR TO THE PRODUCTS OR SYSTEMS CONTEMPLATED BY A DISCLOSING PARTY'S CONFIDENTIAL INFORMATION.
20. **Notices.** All notices under this Agreement shall be in writing and delivered as follows to:
  - (a) Manatron  
Attn: John Hansen  
510 East Milham Avenue  
Portage, Michigan
  - (b) (Company)  
Attn: (Name)  
Address 1:  
Address 2

Either party may designate a different person, address or department by providing written notice to the other party pursuant to this Section 20.

IN WITNESS WHEREOF, the parties have caused their respective authorized representatives to enter into this Agreement;

**Manatron Inc.**

**(Company)**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**John R. Hansen**

\_\_\_\_\_  
(Printed/Typed name)

\_\_\_\_\_  
(Printed/Typed name)

**V.P of Risk Management**

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Nondisclosure Agreement

To Nondisclosure Agreement dated \_\_\_\_\_ between Manatron, Inc.,  
and \_\_\_\_\_

The description of Confidential Information in this Attachment A shall be general and summary in nature and shall not duplicate the actual Confidential Information being disclosed.

**Disclosing Recipients**

\_\_\_\_\_  
Recipients name  
**Manatron Inc.**  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Name of discloser  
  
\_\_\_\_\_  
Title of discloser  
  
\_\_\_\_\_  
Signature of discloser

**Recipient Recipients**

\_\_\_\_\_  
Recipients name  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
Contact of recipient  
  
\_\_\_\_\_  
Title of recipient  
  
\_\_\_\_\_  
Signature of recipient

**General Description of Confidential Information Disclosed** (Include any drawing/document number, date, etc.)

Detailed proprietary information provided by Manatron to \_\_\_\_\_ regarding \_\_\_\_\_  
\_\_\_\_\_

**Form or Format of Confidential Information Disclosed** (e.g., oral, hard copy, tape, CD-ROM)

Orally or by hard copy media as determined appropriate by Manatron.

**Date Confidential Information Disclosed** \_\_\_\_\_

# Attachment PMP

## Project Management Details

### 1 Project Management General

This Attachment identifies Project Management details for IPTMS.

Manatron and the County will jointly manage the overall project effort and supervise each project subgroup tasked with all key project deliverables via a mutually agreeable project methodology. Manatron and the County will each appoint a Project Manager for the duration of the project. Project Managers are the focal point for all project administrative and technical decisions, in conjunction with Manatron and County management, and will coordinate all Manatron/County on-site and off-site personnel working on the project. Manatron's Project Manager will schedule Manatron implementation team resources and work with the County Project Manager to ensure that the County team resources are available for planned activities.

#### 1.1 Project Management Plan

Manatron and County will work in good faith to establish a Project Management Plan in the early stage of Project Initiation. This plan and the Project Initiation phase must be completed before completion of the Fit/Gap Analysis. This plan identifies the directions for project governance, organization, and management. The work tasks for this plan are described in detail in Attachment SOW - Statement of Work.

In summary, the Project Management Plan includes the following individual plans:

- Schedule Management Plan
- Scope Management Plan
- Issue Management Plan
- Quality Management Plan
- Change Management Plan
- Risk Management Plan
- Resource Management Plan
- Communications Management Plan
- Configuration Management Plan

Other project management deliverables produced during Project Initiation describe directions taken throughout the project. These include:

- Phased Implementation Plan
- Transitional Interface Plan
- Application Architecture
- Technical Architecture
- Entity Relationship Diagram
- Data Dictionary

# Attachment PMP

## Project Management Details

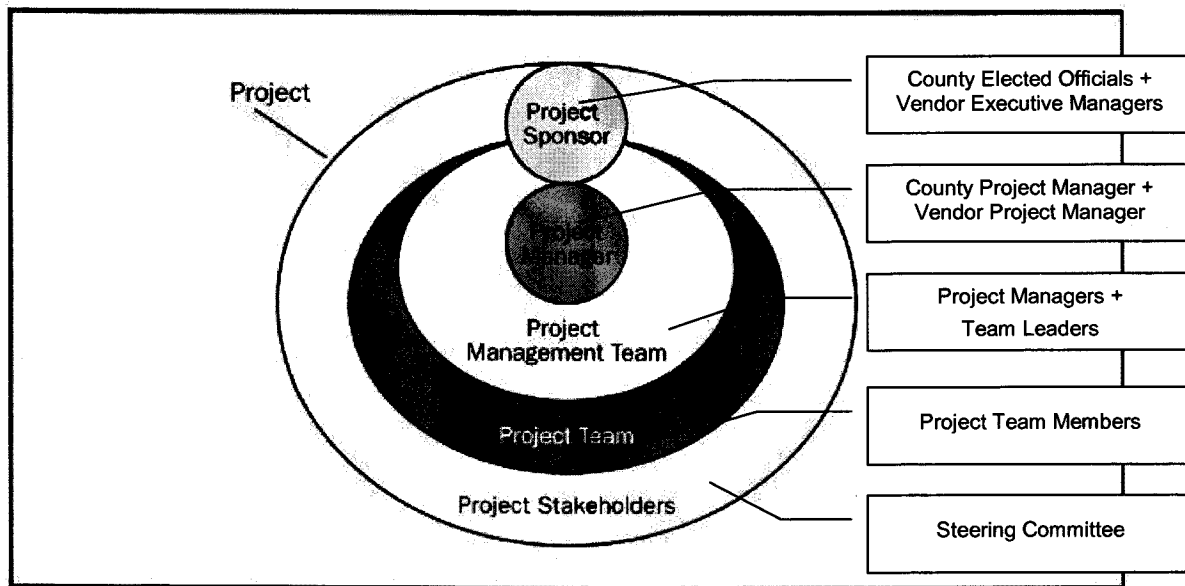
- Test Plan
- Training Plan
- General System Requirements Confirmation

### 2 Project Approach

This project approach is itemized in detail in Attachment SOW - Statement of Work.

### 3 Organization, Governance, and Responsibilities

IPTMS project governance models the recommendations of the Project Management Institute's Project Management Body of Knowledge (PMBOK). This Governance Model is shown in Figure 3-1.



Source: Project Management Body of Knowledge (PMBOK) Third Edition

**Figure 3-1 : IPTMS Project Governance Model**