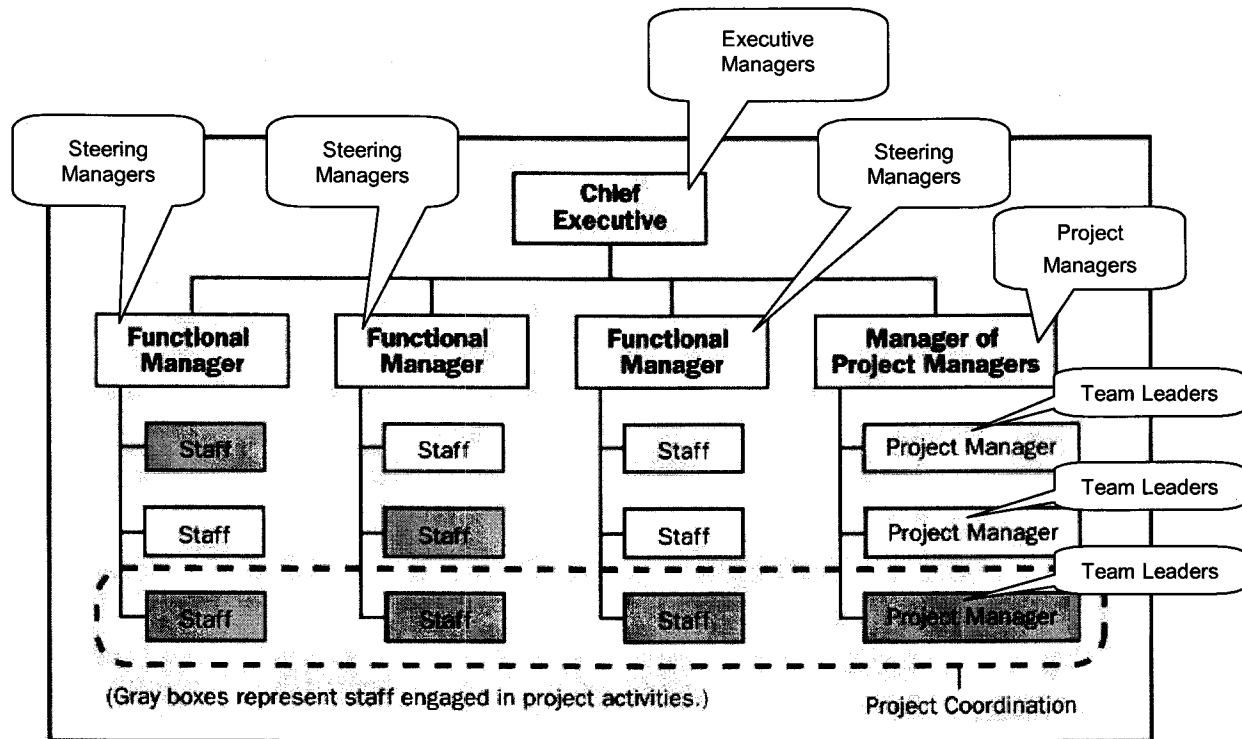


Attachment PMP Project Management Details



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

Figure 3-2 : IPTMS Project Matrix Organization

4 Project Management Procedures

Procedures for Project Management will be described in detail in the Project Management Plan. This section provides a summary of certain significant considerations.

4.1 Deliverable Acceptance Process

The procedure for formal acceptance of a deliverable will have the following steps:

1. When key deliverables/milestones in the project schedule are completed, notification of the completed deliverable will be presented to the County Project Manager. If necessary, Manatron Project Manager will schedule a "Deliverable Overview" conference call or onsite meeting with the County Project Manager to outline the content of the deliverable and provide any points of clarification. This conference call or onsite meeting will be scheduled to coincide with the completion of the deliverable.

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Project Management Details

2. A Deliverable Acceptance Statement (DAS) will be presented by Manatron's Project Manager to the County Project Manager, after any acceptance tests that may be necessary and five (5) County business days before any scheduled meeting.
3. The County Project Manager will review the DAS and confer with the appropriate team members, as necessary. After the conference call or onsite meeting (if applicable), the County Project Manager will sign and return the DAS to include acceptance or non-acceptance of the deliverable.
4. In the case of non-acceptance, the reasons for the non-acceptance will be clearly documented by the County. Manatron will confirm receipt of the County non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s).
5. Manatron Project Manager will catalog the response on the Deliverable Register and if the deliverable is not accepted, document the effect on the project in the next Project Status Report.
6. The County will make its best effort to approve, or reject project deliverables, or otherwise request an extension for deliverables, within ten (10) County business days of receiving the DAS.

4.2 Escalation Process

Issues that the Project Managers cannot resolve will be managed through the following Escalation Process.

4.2.1 Definitions

1. Issue: 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. This term is defined in Attachment DEF but is restated here for convenience.

4.2.2 Escalation Process

1. Identification: The issue will be documented by either Manatron or County Project Manager, to include:
 - a. Overview and background
 - b. Concern/need
 - c. Monetary impact
 - d. Effect upon project timeframes
 - e. Impact on staff and project resources

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Project Management Details

- f. Effect upon project sponsors
 - g. Potential methods to resolve the issue
2. **Validation:** The issue will be presented to the other project manager for validation. Validation will include verification of the issue/need and/or addition of related information in a new section of the document. The project manager will have three (3) County business days to validate the issue and return all documentation to the other project manager. If the project managers remain unable to resolve the issue, the issue is escalated to an escalation team as described in the Issue Management Plan.
 3. **Review:** The escalation team will respond within three (3) County business days after receiving the issue to request additional documentation/ information and/or to interview team members, to include both project managers. The review process will conclude within seven (7) County business days, following submission of the original request.
 4. **Decision:** The escalation team will determine the outcome of the review and make a written decision of the issue, to include notification of the result to both project managers within ten (10) County business days of the original request.
 5. **Impact:** Following notification regarding the outcome of the issue, the project managers will draft an impact statement of how issue resolution will affect the project, to include impact on project resources, monetary impact, timeframes, etc. This impact will be addressed via the change request process and/or communicated to project team members via the weekly update. No change which would require a written change order pursuant to Attachment CHG shall become effective unless an appropriate change order has been approved and executed by the parties.

4.3 Risk Management

Risk reviews will be performed collaboratively by Manatron and County Project Managers, to identify the status and the effectiveness of avoidance and contingency actions for each risk. This process will continually be reassessed, as needed, during the reporting/status updates for the project.

Risk management and control consists of keeping risks within agreed to bounds. It includes the identification, reporting and assessment of the status of each project risk at the appropriate management levels. The set of identified project risks is monitored via project cost, schedule and requirements management systems. New risks may be identified when any or all of the project control areas have significant deviation from the project plan.

4.4 Project Reporting

The Project Managers shall collaborate to develop a monthly client status report, to include weekly meetings to summarize and document project progress, issues, risks, change

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Project Management Details

management requests, etc. The status reports will include a list of completed tasks, a schedule of tasks to be completed, and verification of milestone completion dates, issues, problems, concerns, and procedure changes.

5 County Facility, Resource, and Access Responsibilities

5.1 Office Facilities

The County shall provide timely access during the County's regular business hours to office facilities for Manatron personnel while at the County site. The County's business hours are between 7:00am and 5:30pm Pacific Time, Monday to Thursday, with the exception of County holidays. After-hours access must be pre-arranged with the County Project Manager, to include at least one (1) calendar week notice.

The County will provide a work area for Manatron personnel, to include desk and chairs, Internet access, copier machines, and facsimile machines. Manatron will notify the County regarding the number of work areas needed, before contract signature.

5.2 Facilities Access, Equipment, and Licenses

The County shall provide timely access to all required areas of County premises for Manatron to perform duties within the requirements of this Agreement. Access to restricted areas of County premises (including the server room, wiring closets, etc.) must include an authorized County escort.

The County shall provide a facility that will serve as the "software solution lab" where computers will be set up for interfacing with the test, development, and production systems.

The County shall procure and fully license a Computer System that complies with the Minimum Requirements.

The County shall provide all the necessary hardware and software to perform software backup activities.

Manatron shall provide its personnel with the computers and other resources Manatron requires to perform the duties specified in this Agreement. These computers and resources must comply with County security policies and standards.

5.3 Data Access

The County shall provide access to business, operational, and technical data for the County environment, as necessary to meet the objectives of the project.

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Project Management Details

5.4 Personnel

The County shall make available project sponsors, business specialists, and relevant technical specialists who can address County-specific issues related to Manatron efforts to perform services specified in this Agreement. The County shall appoint a dedicated Project Manager for the duration of this effort.

6 Place of Performance

This section defines work locations for Manatron Implementation Activities.

6.1 Manatron Work at County Offices

Manatron shall perform the following work at County offices:

1. Data conversion
2. Fit/Gap Analysis meetings and interviews
3. System configuration
4. User training
5. User Acceptance test execution
6. Project management
7. "Go-Live" implementation support

6.2 Manatron Work at Manatron Offices

Manatron at its discretion may perform the following at Manatron offices:

1. System installation support
2. Fit/Gap Analysis enhancement review
3. Software engineering related to enhancements and/or change orders
4. Training need survey analysis and training manual creation
5. User acceptance test script creation
6. Fault status tracking

6.3 Compliance with County Regulations

While present at County offices, all Manatron personnel or contractors shall abide by all County rules and regulations applicable to visitors at County offices and shall comply with the reasonable requests of County safety or security personnel.

Attachment PNL

Key Personnel

1 General

Attachment PNL identifies Manatron's key personnel requirements relating to the development and implementation of the IPTMS project. The requirements listed in this Attachment are not intended to relieve Manatron of any additional personnel requirements that may be identified and agreed upon by both parties or stated in the Agreement.

2 Responsibilities and Requirements

During all project phases, Manatron must provide the necessary personnel for the successful completion of the Services to be provided under this Agreement. Such personnel will have extensive knowledge and experience through hands-on application with Manatron products on numerous successful projects and will be highly qualified to ensure the successful implementation of IPTMS.

2.1 Proposed Personnel

Manatron must provide in advance the proposed personnel resumes for County review and acceptance. The County may request to interview any such personnel. Only personnel accepted by the County may participate in the IPTMS project. The County will have the right to reject any of Manatron's proposed personnel.

Manatron shall at all times maintain highly qualified and sufficient personnel assigned to this project in order to meet all time requirements and deliverables under this Agreement.

The County will provide a suitable workspace at an appropriate County facility for Manatron's Project Manager and key personnel designated by Manatron.

2.2 Changes in Personnel

Any changes in team members will require a thirty (30) County business day prior written notice to the County and submission of resumes of proposed replacement candidates for County review and acceptance.

The County retains the right to require the removal of any of Manatron's personnel from the project by providing written notice to Manatron. If, in the opinion of the County, Manatron's personnel has not performed well or achieved the appropriate professional working relationships with the County's project staff, Manatron will have ten (10)

Attachment PNL

Key Personnel

business days from the receipt of written notice to resolve the problem to the County's satisfaction or to replace the staff person in question.

In the event that any Manatron personnel are reassigned or replaced, Manatron will provide replacement personnel with sufficient training and knowledge required to meet the Services stated in the Agreement. The County will not unreasonably withhold acceptance of any replacement resources.

2.3 Subcontracted Personnel

The County reserves the right to approve Manatron subcontractors for this project and to require Manatron to replace subcontractors who are found at any time to be unacceptable. Manatron must provide the County with proposed subcontracted personnel resumes for review and acceptance prior to an offer of employment on the IPTMS project. The County may request to interview any such personnel. Only accepted subcontracted personnel may participate in the IPTMS project. The County will have the right to reject any of Manatron's proposed subcontracted personnel.

The use of subcontracted personnel is not intended to relieve Manatron of obligations stated elsewhere in the Agreement.

2.4 Project Manager Responsibilities

Manatron's Project Manager will have the overall responsibility for the Services stated in the Agreement as his/her principal assignment.

Manatron's Project Manager shall serve as the single point of contact for any project related communication between the County and Manatron. This shall not preclude the County Project Manager or County project team from communicating with Manatron staff directly. Manatron's Project Manager will have the authority to direct the work of all other members of Manatron's project team and all Manatron's subcontractors and agents.

Manatron's Project Manager will be responsible for:

- adherence to the requirements of the Agreement
- providing and monitoring the schedules and progress of work pursuant to this Agreement
- receiving and submitting requests for information or assistance
- evaluating received requests
- ensuring, receiving and submitting quality work products
- cooperating to implement acceptance testing
- supervising and recording the exchange of Confidential Information

Attachment PNL Key Personnel

- ensuring total County satisfaction
- ensure successful transition to the warranty and maintenance phase of project

The Manatron Project Manager will meet regularly with the County Project Manager to discuss the progress of the implementation effort.

Manatron shall provide the County with a means of contacting Manatron's Project Manager at any time on a 24 hour per day, seven day per week basis by means of telephone and email designed to assure an immediate response to the County.

Either party will have the right to change its designation by written notice, but will try to maintain one person in this capacity during the term of this Agreement.

The County shall assign a project manager as soon as practicable following the execution of this Agreement. The County Project Manager shall have the principal responsibility for overseeing and managing the performance of obligations of the County under the schedule and shall be the primary point of contact for the County. The County may replace the person serving as its County Project Manager and will provide written notice to Manatron.

3 Manatron Key Personnel

Manatron and the County mutually agree that the following individuals will be assigned (in whole or part as mutually agreed upon) to the IPTMS project:

- Cynthia Williamson, Project Manager
- Dan Sullivan, Lead Business Analyst
- Larry Zirbel, Architectural Consultant
- Gregg Ambrosi, Business Analyst
- Jane Fisher, Lead Trainer
- Jillian Alcott, Product Manager

Manatron will not reassign or replace key personnel without prior written consent of the County. Should any key personnel leave the employ of Manatron during the term of this Agreement, Manatron will present to the County an individual with equal or greater qualifications as a replacement subject to the County's approval. The County will not unreasonably withhold acceptance of any replacement for key personnel.

Attachment PNL Key Personnel

4 County Personnel

The County will provide sufficient personnel to complete its obligations set forth in this Agreement.

Attachment PRC Pricing Details

1 General

1.1 *Payment Processes*

This Attachment identifies pricing details and milestone acceptance procedures for Software and Services provided to the County under the terms of the Agreement. There shall be two distinct payment processes for the project:

- a. **Cash Payment** – This project is being paid for under a set of extended payment terms. Manatron will provide most project Services in advance of actual Cash Payment. These Services will be advanced in exchange for a commitment by the County to pay for them over a period of 10 years at a fixed interest rate of 5%. These payments will be for all funds not reserved in the 20% holdback, and the schedule for their payment is set forth below. Section 2 below sets forth the Cash Payment terms of this Agreement.
- b. **Acceptance of License Fees and Services** – Given the financing model of this project, most Manatron Services and all license fees will be provided well in advance of the actual payment for them. As such, a legal mechanism is required to ensure that the licenses and Services provided are still legally accepted, even if they are not paid for yet under the extended payment terms or by release of the holdback. Section 3 below sets forth the acceptance milestones associated with the license fees and Services. These milestones will be accepted pursuant to the policy and procedure set forth in Attachments ATP and SOW.

1.2 *Reconciliation of Payments*

In the event of any termination or cancellation of the Agreement pursuant to Section 6 of this Attachment or Attachment TRM, then at the time such termination or cancellation becomes effective, there will be a reconciliation between (i) the amounts that are subject to release pursuant to the completion of accepted milestones as of the date of termination, adjusted by any agreed termination amount payable to Manatron in accordance with Section 6 of this Attachment or Attachment TRM; and (ii) the actual amounts already paid to Manatron either in the form of cash annuity payments or the release of any holdback amounts. If the amounts already paid by the County exceed the amount due to Manatron at termination, then Manatron will promptly refund the

Attachment PRC Pricing Details

difference to the County. If the amounts already paid by the County are less than the amount due to Manatron at termination, then the County will promptly pay the difference to Manatron.

2 Payment for Software Implementation and Services

2.1 Option #1

There are two options associated with the project implementation. Under **Option #1** the total fees associated with the project are **\$16,004,104 USD**. These fees include all licenses, Software modules, third-party products and bundled Software as identified in Attachment LSM and as otherwise referenced throughout this Agreement. The breakdown of these fees is as follows:

Software Implementation & Services	Total Fees
Project Management Services	\$1,452,396
Implementation Services	\$8,742,733
License Fees	\$5,808,975
Project Total	\$16,004,104

Payment for the project implementation will occur based upon a constructed annuity between Manatron and the County pursuant to the schedule set forth below, subject to a 20% holdback to be paid at Final Acceptance of the System. The following identifies the 10-year financing option offered by Manatron based on the following terms:

- 5% Interest Rate
- 20% Holdback on Software License fees and Implementation Services
- Assumes project start date: 10/04/2010; or the Monday following the County Board approval, if that occurs after 10/04/2010. If project start date is later than 10/04/2010, payment schedule shall be adjusted accordingly.

In the event the County decides not to use the annuity option, payment will be based on a milestone based payment approach as described in Acceptance of Software and Services.

In the event of early payment made by the County, no prepayment penalty will be incurred.

Attachment PRC Pricing Details

Year of Term	Payment Schedule Date	Principal	Interest @ 5%	Implementation Annuity Payment
1	12/01/2010	\$1,309,376	\$263,472	\$1,572,848
2	12/01/2011	\$1,309,376	\$263,472	\$1,572,848
3	12/01/2012	\$1,309,376	\$263,472	\$1,572,848
4	12/01/2013	\$1,309,376	\$263,472	\$1,572,848
5	12/01/2014	\$1,309,376	\$263,472	\$1,572,848
6	12/01/2015	\$1,309,376	\$263,472	\$1,572,848
7	12/01/2016	\$1,309,376	\$263,472	\$1,572,848
8	12/01/2017	\$1,309,376	\$263,472	\$1,572,848
9	12/01/2018	\$1,309,376	\$263,472	\$1,572,848
10	12/01/2019	\$1,309,376	\$263,472	\$1,572,848
Total		\$13,093,760	\$2,634,720	\$15,728,480

The 20% holdback will be paid separately from the annuity after Go-Live during the Final Acceptance period as defined in Attachment SCH. The 20% holdback is calculated based upon the Implementation (\$8,742,733) and Licensing Fees (\$5,808,975). The project management fees are included in the annual annuity payments and are not subject to the 20% holdback. The holdback will be released based on the County's Final Acceptance as scheduled below:

Holdback Payment Schedule	Holdback Payment
12 months following Go-Live	\$970,114
18 months following Go-Live	\$970,114
24 months following Go-Live	\$970,114
Total 20% Holdback	\$2,910,342

Attachment PRC Pricing Details

Total 10 Year Cost of Ownership (including 7 years of Maintenance and Support)	\$27,478,357
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2.2 Option #2

There are two options associated with the project implementation. Under **Option #2** the total fees associated with the project are **\$16,799,719 USD**. These fees include all licenses, Software modules, third-party products and bundled Software as identified in Attachment LSM and as otherwise referenced throughout this Agreement. The breakdown of these fees is as follows:

Software Implementation & Services	Total Fees
Project Management Services	\$1,452,396
Implementation Services	\$9,538,348
License Fees	\$5,808,975
Project Total	\$16,799,719

Option #2 increases the scope of Option #1 to include System setup and installation costs as well as additional training/mentoring scope. Payment for the project implementation will occur based upon a constructed annuity between Manatron and the County pursuant to the schedule set forth below, subject to a 20% holdback to be paid at Final Acceptance of the System. The following identifies the 10-year financing option offered by Manatron based on the following terms:

- 5% Interest Rate
- 20% Holdback on Software License fees and Implementation Services
- Assumes project start date: 10/04/2010; or the Monday following the County Board approval, if that occurs after 10/04/2010. If project start date is later than 10/04/2010, payment schedule shall be adjusted accordingly.

Attachment PRC Pricing Details

In the event the County decides not to use the annuity option, payment will be based on a milestone based payment approach as described in Acceptance of Software and Services.

In the event of early payment made by the County, no prepayment penalty will be incurred.

Year of Term	Payment Schedule Date	Principal	Interest @ 5%	Implementation Annuity Payment
1	12/01/2010	\$1,373,025	\$274,648	\$1,647,673
2	12/01/2011	\$1,373,025	\$274,648	\$1,647,673
3	12/01/2012	\$1,373,025	\$274,648	\$1,647,673
4	12/01/2013	\$1,373,025	\$274,648	\$1,647,673
5	12/01/2014	\$1,373,025	\$274,648	\$1,647,673
6	12/01/2015	\$1,373,025	\$274,648	\$1,647,673
7	12/01/2016	\$1,373,025	\$274,648	\$1,647,673
8	12/01/2017	\$1,373,025	\$274,648	\$1,647,673
9	12/01/2018	\$1,373,025	\$274,648	\$1,647,673
10	12/01/2019	\$1,373,025	\$274,648	\$1,647,673
Total		\$13,730,250	\$2,746,480	\$16,476,730

The 20% holdback will be paid separately from the annuity after Go-Live during the Final Acceptance period as defined in Attachment SCH. The 20% holdback is calculated based upon the Implementation (\$9,538,348) and Licensing Fees (\$5,808,975). The project management fees are included in the annual annuity

Attachment PRC Pricing Details

payments and are not subject to the 20% holdback. The holdback will be released based on the County's Final Acceptance as scheduled below:

Holdback Payment Schedule	Holdback Payment
12 months following Go-Live	\$1,023,155
18 months following Go-Live	\$1,023,155
24 months following Go-Live	\$1,023,155
Total 20% Holdback	\$3,069,465

Total 10 Year Cost of Ownership (including 7 years of Maintenance and Support)	\$28,385,730
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3 Acceptance of Software and Services

The following provides a breakdown of fees accounted for in the annuity payment plan above. These fees are provided in the event of any termination or change order to which they may apply.

3.1 Project Management Services Acceptance

The Project Management budget for this project is **\$1,452,396 USD**. These Services will be deemed accepted on a monthly basis, in arrears and are not subject to the 20% holdback. So, by way of example, the Project Management Services provided during September of any given project year are deemed accepted as of October 31st of that year unless Manatron has been provided with notice as to a potential breach of these Services pursuant to the Agreement.

Project Management Budget and Projected Term	Monthly Acceptance Rate
\$1,452,396 – Thirty-Six (36) Months	\$40,344.33

Attachment PRC Pricing Details

3.2 *Acceptance Milestones for Software License Fees*

The Software license fees for this project are **\$5,808,975 USD**. A detailed description of the Software is set forth in Attachment LSM. Provided that the County remains current and up to date with the Maintenance and Support fees set forth in this Attachment, the County will not be required to pay additional license fees for any patch, Release or new Version of the Software. For Manatron's internal revenue purposes only, the Software shall be accepted according to the following milestones:

Acceptance Milestone	License Fee Percentage
60% of the Software license fees are accepted upon delivery, setup and verification of the COTS Software in the implementation/test environment.	\$3,485,385
20% of the Software license fees are accepted upon Go-Live.	\$1,161,795
20% of the Software license fees are accepted upon Final Acceptance.	\$1,161,795

3.3 *Implementation Phase Acceptance Milestones Under Option #1*

The Implementation Services portion of the total project budget is **\$8,742,733 USD**. Twenty percent (20%) of this amount is reserved as a holdback to be paid at Final Acceptance of the System. Thus, the amount attributable to milestone completion acceptance is **\$6,994,186.40 USD**. While the project cash collection will occur over the annuity cycle set forth above, the County still must accept Services during the initial thirty-six (36) month implementation. The project will be rolled out in multiple phases, based upon the Project Schedule developed between the parties during Project Initiation. Each Phase scheduled will be completed by executing the following tasks. Each Phase will have a pro-rata portion of the total budget set designated to it and then will be accepted according to the percentages below:

3.3.1 PHASE I – CAMA

The CAMA portion in Phase I consists of 20% of the total Services budget. As such, the amount of Services earned under this portion that are not reserved for holdback is **\$1,398,837.28 USD**.

Attachment PRC Pricing Details

Phase I Acceptance Milestones	% of Phase Services Accepted Upon Delivery (non-license fee portion)	Milestone Amount of Services Accepted
Data Conversion	30%	\$419,651.18
User acceptance testing	30%	\$419,651.18
End user training	20%	\$279,767.46
Go-Live	20%	\$279,767.46

3.3.2 PHASE II – ACR

The ACR phase of the project will revolve around the offices and business functions of the County. There will be three Phases to roll out the remaining GRM functionality to these offices. Each Phase will focus on an office/operation within the County. The portion of the budget for the ACR Phase is 30% of the total Services budget. As such, the amount of Services earned under this portion that are not reserved for holdback is **\$2,098,255.92 USD**.

Phase II Acceptance Milestones	% of Phase Services Accepted Upon Delivery (non-license fee portion)	Milestone Amount of Services Accepted
Data Conversion	30%	\$629,476.78
User acceptance testing	30%	\$629,476.78
End user training	20%	\$419,651.18
Go-Live	20%	\$419,651.18

3.3.3 PHASE III – ACO

The ACO phase of the project will revolve around the offices and business functions of the County. There will be three Phases to roll out the remaining GRM functionality to these offices. Each Phase will focus on an office/operation within the County. The portion of the budget for the ACO Phase is 25% of the total Services budget. As such, the amount of Services earned under this portion that are not reserved for holdback is **\$1,748,546.60 USD**.

Attachment PRC Pricing Details

Phase III Acceptance Milestones	% of Phase Services Accepted Upon Delivery (non-license fee portion)	Milestone Amount of Services Accepted
Data Conversion	30%	\$524,563.98
User acceptance testing	30%	\$524,563.98
End user training	20%	\$349,709.32
Go-Live	20%	\$349,709.32

3.3.4 PHASE IV – TTC

The TTC phase of the project will revolve around the offices and business functions of the County. There will be three Phases to roll out the remaining GRM functionality to these offices. Each Phase will focus on an office/operation within the County. The portion of the budget for the TTC Phase is 25% of the total Services budget. As such, the amount of Services earned under this portion that are not reserved for holdback is **\$1,748,546.60 USD**.

Phase IV Acceptance Milestones	% of Phase Services Accepted Upon Delivery (non-license fee portion)	Milestone Amount of Services Accepted
Data Conversion	30%	\$524,563.98
User acceptance testing	30%	\$524,563.98
End user training	20%	\$349,709.32
Go-Live	20%	\$349,709.32

3.4 Implementation Phase Acceptance Milestones Under Option #2:

The Implementation Services portion of the total project budget is **\$9,538,348 USD**. Twenty percent (20%) of this amount is reserved as a holdback to be paid at Final Acceptance of the System. Thus, the amount attributable to milestone completion acceptance is **\$7,630,678.40 USD**. While the project cash collection will occur over the annuity cycle set forth above, the County still must accept Services during the initial thirty-six (36) month implementation. The project will be rolled out in multiple phases, based upon the Project Schedule developed between the parties during Project Initiation. Each Phase scheduled will be completed by executing the following tasks.

Attachment PRC Pricing Details

Each Phase will have a pro-rata portion of the total budget set designated to it and then will be accepted according to the percentages below:

3.4.1 PHASE I – CAMA

The CAMA portion in Phase I consists of 20% of the total Services budget. As such, the amount of Services earned under this portion that are not reserved for holdback is **\$1,526,135.68 USD**.

Phase I Acceptance Milestones	% of Phase Services Accepted Upon Delivery (non-license fee portion)	Milestone Amount of Services Accepted
Data Conversion	30%	\$457,840.70
User acceptance testing	30%	\$457,840.70
End user training	20%	\$305,227.14
Go-Live	20%	\$305,227.14

3.4.2 PHASE II – ACR

The ACR Phase of the project will revolve around the offices and business functions of the County. There will be three Phases to roll out the remaining GRM functionality to these offices. Each Phase will focus on an office/operation within the County. The portion of the budget for the ACR Phase is 30% of the total Services budget. As such, the amount of Services earned under this portion that are not reserved for holdback is **\$2,289,203.52 USD**.

Phase II Acceptance Milestones	% of Phase Services Accepted Upon Delivery (non-license fee portion)	Milestone Amount of Services Accepted
Data Conversion	30%	\$686,761.06
User acceptance testing	30%	\$686,761.06
End user training	20%	\$457,840.70
Go-Live	20%	\$457,840.70

Attachment PRC Pricing Details

3.4.3 PHASE III – ACO

The ACO phase of the project will revolve around the offices and business functions of the County. There will be three Phases to roll out the remaining GRM functionality to these offices. Each Phase will focus on an office/operation within the County. The portion of the budget for the ACO Phase is 25% of the total Services budget. As such, the amount of Services earned under this portion that are not reserved for holdback is **\$1,907,669.60 USD**.

Phase III Acceptance Milestones	% of Phase Services Accepted Upon Delivery (non-license fee portion)	Milestone Amount of Services Accepted
Data Conversion	30%	\$572,300.88
User acceptance testing	30%	\$572,300.88
End user training	20%	\$381,533.92
Go-Live	20%	\$381,533.92

3.4.4 PHASE IV – TTC

The TTC phase of the project will revolve around the offices and business functions the County. There will be three Phases to roll out the remaining GRM functionality to these offices. Each Phase will focus on an office/operation within the County. The portion of the budget for the TTC Phase is 25% of the total Services budget. As such, the amount of Services earned under this portion that are not reserved for holdback is **\$1,907,669.60 USD**.

Phase IV Acceptance Milestones	% of Phase Services Accepted Upon Delivery (non-license fee portion)	Milestone Amount of Services Accepted
Data Conversion	30%	\$572,300.88
User acceptance testing	30%	\$572,300.88
End user training	20%	\$381,533.92

Attachment PRC Pricing Details

Phase IV Acceptance Milestones	% of Phase Services Accepted Upon Delivery (non-license fee portion)	Milestone Amount of Services Accepted
Go-Live	20%	\$381,533.92

4 Included and Optional Software and Services Pricing

The County has requested several optional items, both Software and Services related. Any optional items will be added to the project scope pursuant to the change management process. In the event that optional items are added into the scope, they will be added to the remaining principle under the annuity after a twenty (20) percent holdback has been removed. The revised principle will then have a 5% interest rate applied and a new annuity payment will be calculated against the remainder of the ten (10) year term. They are set forth as follows and as defined in Attachment LSM:

Manatron eGovernment – The license fee for this software is included. Services associated with the implementation of eGovernment are included in the pricing identified in this Agreement.

Manatron GRM Recorder – The license fee for this software is included. Services associated with an optional implementation of Recorder will be agreed to as part of a change order to implement the software.

Document Management Repository – Should the County opt to implement OnBase or Documentum, the fees for Integration Services are included in the cost of this Agreement. Manatron has provided the optional not-to-exceed pricing of **\$310,000 USD** for OnBase licenses. If actual fees are less than this amount, the County will pay the lesser amount if the County chooses to license the product through Manatron.

Third-Party Software	Document Management System
OnBase License Fees	\$310,000
OnBase Maintenance Fees	No charge to the County

If the County chooses to implement SharePoint as a document management system, the cost for configuring SharePoint to serve as that repository is **\$661,700 USD**.

End User Training – The current pricing set forth above is for training using a train the trainer approach. The County may elect to have Manatron provide full end user

Attachment PRC Pricing Details

training. If the County elects to have Manatron provide full end user training for all end users in all three departments, the total estimated cost to the County is **\$850,200 US**. If the County elects this option, the pricing is broken out as follows amongst the various County offices. The County may elect to purchase end-user training for all three offices or for each individually. End User training includes the Manatron Learning Resource Module through Manatron's Learning Management System at no additional cost to the County.

Cost of End User Training in Aggregate

County Department	End User Training
ACR	\$612,432
ACO	\$81,057
TTC	\$156,711
Total	\$850,200

The above costs are based upon the section and end user counts provided in Attachment TRN and the following Assumptions:

- Each classroom session is limited to 12 students.
- The above listed sums are in aggregate, but the County may choose a lesser amount of training based upon the daily rate.
- A time and materials "day" is 6 hours billed at \$200 per hour, which is an all-inclusive hourly rate as defined in Section 10 of this Attachment.
- Calculations include a one-time materials preparation cost, which is fixed at \$6379 per class type. The cost does not apply to repeat sessions of each class type.
- Estimated user count at the time of the contract signing is 507.
- The total number of trainer days to meet the estimated user count is 472.
- Multiple classrooms will be available to allow for classrooms sessions to run concurrently during training periods.

Onsite Report Development Mentoring (Included in Option #2) – The County has requested pricing for onsite Services associated with mentoring County individuals in the System architecture in order to facilitate the development of reports for the production system. This mentoring will be provided over the course of forty-two (42) weeks throughout the project beginning in month seven (7) of the project, unless an alternate schedule is otherwise mutually agreed between the parties. The cost to the

Attachment PRC Pricing Details

County will be forty-two (42) weeks of mentoring @ \$8,000 per week = **\$336,000 USD.**

Report Development Services - If the County chooses to have Manatron perform Report Development Services, the cost to the County will be **\$1,173,000 USD.**

Installation Services (Included in Option #2) - If the County chooses to have Manatron conduct all hardware and Software installation, configuration, setup, and related infrastructure activities to install the Software, the cost to the County will be **\$459,615 USD.**

5 Maintenance and Support Services Pricing

Maintenance and Support Services cover all Software modules, third-party products and bundled Software as identified in Attachment LSM and as otherwise referenced throughout this Agreement. The payment for Maintenance and Support Services provided as part of this Agreement shall commence six (6) months after Go-Live.

The fees associated with these Services shall have an annual increase no greater than the amount of 3% or the Consumer Price Index (CPI) - All Urban Consumers (all items) for Los Angeles, Riverside, and Orange counties increases for the previous one year, whichever is less, without going negative. If the CPI goes negative, the fees for these Services shall remain unchanged. In no event, shall the County pay more than the following amounts:

Seven (7) Year Payment Plan	Maintenance and Support Fees at a 3% Increase per Year
Year 1	\$1,153,615
Year 2	\$1,188,224
Year 3	\$1,223,871
Year 4	\$1,260,587
Year 5	\$1,298,404
Year 6	\$1,337,357
Year 7	\$1,377,477
Total	\$8,839,535

Attachment PRC

Pricing Details

Manatron will provide Phase Maintenance and Support Services to any Software delivered incrementally prior to the beginning of Maintenance and Support at no additional cost to the County.

Following the initial seven-year pricing period described above, Manatron will have the opportunity to adjust these support fees or renegotiate another mutually agreeable Maintenance and Support fee cap for subsequent periods following similar terms as defined in this Attachment.

There are two potential reductions to the above stated fees:

- A. The County can earn Maintenance and Support fee credits as a result of new business in California which Manatron secures. There are nine (9) named accounts listed below which Manatron has an interest in signing in California. Only one credit can be applied per Maintenance year, with a maximum number of nine (9) credits available to be earned. Additional accounts, and corresponding credits for other California counties not named below may be added through the change control process. The Maintenance and Support fee credit is calculated at five percent (5%) of the total license fees, with the exception of Ventura County which is calculated at ten percent (10%) of the total license fees. The Maintenance and Support fee credits can be earned by the County subject to the following schedule:

County	Maintenance and Support Fee Credit
Los Angeles County	\$290,448.75
San Diego County	\$290,448.75
Contra Costa County	\$290,448.75
Orange County	\$290,448.75
San Francisco County & City	\$290,448.75
San Bernardino County	\$290,448.75
Santa Clara County	\$290,448.75
Sacramento County	\$290,448.75
Ventura County	\$580,897.50

Attachment PRC Pricing Details

County	Maintenance and Support Fee Credit
Total Credit Available	\$2,904,487.50

B. The County can also separately receive Maintenance and Support fee credits, with no limits, as a result of Manatron's failure to resolve Priority 1 items as set forth in Attachment MNT. This credit is in the amount of \$5,000 per continuous 24-hour period of the non-conformance. In the event that this occurs, the Maintenance and Support fee for the following year will be credited by the total amount accrued during the prior year.

6 Termination Pricing

6.1 Termination at Completion of Fit/Gap Architectural Validation

The County may terminate this Agreement at the end of Fit/Gap Architectural Validation as set forth in Attachment TRM. Upon such termination, no compensation will be due to Manatron under this Agreement and if an annuity payment has been made prior to such termination, then it shall be promptly refunded by Manatron.

6.2 Termination at Completion of Full Fit/Gap Analysis

The County may terminate this Agreement at the completion of the Full Fit/Gap Analysis if Manatron cannot correct a Critical item to the County's satisfaction. If this occurs, the County's sole financial obligation to Manatron under this Agreement shall be limited to the first annuity payment as specified in Payment for Software Implementation and Services.

The County may terminate this Agreement for convenience at the completion of the Full Fit/Gap Analysis. If this occurs, the County shall pay no more than the following amounts:

Services and Fees at Completion of Full Fit/Gap Analysis	Total Fee
Project Management	\$400,000
Business Analysis, Requirements Definition and Software Design Expertise	\$3,200,000
Software Loading and Configuration Services	\$600,000

Attachment PRC Pricing Details

Services and Fees at Completion of Full Fit/Gap Analysis	Total Fee
Temporary Software License Fees	\$500,000
Total	\$4,700,000

7 Warranty

Warranty Services are provided to the County at no additional cost. Warranty begins at the end of IPTMS acceptance by the County at the time of Go-Live. The Warranty period is twelve (12) calendar months. Warranty services include all Services identified in Attachment MNT for Maintenance and Support in addition to any other remedies described in this Agreement.

8 Fees and Payment Terms

8.1 Invoices/Acceptance

Manatron invoices related to this Agreement shall be paid by the County on a net 60 basis. If County delays an invoice payment for any reason, County shall promptly notify Manatron in writing of the reasons for such delay. Prior to the due date of an annuity, cash payment event or other payment due under this Agreement, Manatron will deliver an invoice (with supporting information) directly to the County for the associated amount due. Once the County receives the invoice, payment for the amount due will be made within sixty (60) days.

8.2 Most Favored Pricing Terms

Manatron represents and warrants that the pricing provided to the County for the Software and Services provided to the County during the term of this Agreement are and shall continue to be equal to or more favorable than the pricing terms presented to any other comparably sized jurisdiction within the State of California. In the event that Manatron offers terms which are more favorable to a comparably sized jurisdiction, the County shall be entitled to a pro-rata credit against future Maintenance and Support Services equal to the net amount per parcel that the County has been charged over and above the more favorable terms offered in the marketplace.

8.3 Payment of Change Orders

1. Payment for change orders by the County will be based on the following schedule, following invoicing as described in this Attachment:

Attachment PRC

Pricing Details

- a. The County shall pay 50% of the price to Manatron when the change has passed user acceptance testing.
 - b. The County shall pay the remaining 50% upon final acceptance of the change.
2. Change order billing rates are as defined in Section 0 of this Attachment unless a fixed priced for the change has been negotiated in the written change order.

8.4 Taxes

Manatron must pay all other applicable taxes, including, but not limited to, any taxes based upon Manatron's income, employer obligations, or property. Manatron confirms that the amount of sales or user taxes to be paid by the County for the Software, Services, products or other items provided under this Agreement is zero.

8.5 Third-Party and Bundled Software

The license fees set forth in this Agreement include the cost for the following Third-Party/Bundled Software:

- Crystal Reports Version XI Release 2 (all required licenses including but not limited to Runtime, Developer)
- ComponentArt it is v3.0
- Telerik v 2010.1.
- Aspose Words and Cells – v7.0
- NAnt
- Microsoft SSRS ReportViewer Control 2005

Third-Party/Bundled Software carry the same perpetual license grant as is set forth in this Agreement. Once the entire license fee is paid, the County has the right to use and run the software in perpetuity. Furthermore, provided Maintenance and Support fees are paid up to date, these licenses will be updated in perpetuity. Any additional third-party software incorporated into the Software by Manatron through the course of this Agreement will be provided to the County under the same terms as defined in this Attachment at no additional cost to the County.

Additionally, the County is advised to license the following Third-Party products independently from Manatron, as further described in Attachment CFG, in order to ensure the proper functioning of the Software:

- SQL Server Enterprise Edition
- Windows Server

Attachment PRC Pricing Details

9 Performance Bond

Manatron will provide a Performance Bond valued at \$7,000,000 for this Agreement in a form that is reasonably acceptable to County. The bond shall be maintained and in effect until Final Acceptance. The estimated cost for the procurement of the bond is \$149,500 and will be borne by Manatron as part of the Services rendered under the terms of this Agreement. Manatron will provide the County with an original copy of the Performance Bond within 30 calendar days of the Effective Date.

10 Fixed Price Contract/No Hourly Limits

This Agreement is a fixed price contract between Manatron and County. The work to be done by Manatron pursuant to this Agreement shall be done only at a fixed price or prices, as stated in this Agreement, to be paid by County. That is, the fixed price or prices shall remain unchanged regardless of the amount of staff hours it takes Manatron or the other costs Manatron must incur to correctly accomplish the work. Manatron shall not be entitled to any adjustment to such fixed price unless County has agreed in writing to an adjustment pursuant to the change order process set forth in Attachment CHG.

County shall have no obligation to reimburse Manatron for any costs or expenses related to Manatron's performance of this Agreement, including but not limited to any travel expenses. All of the Manatron fixed prices, fees and hourly rates stated in this Agreement are inclusive of all Manatron expenses related to such work.

The hourly rates stated in Section 0 of this Attachment shall apply to adjustments to the fixed price pursuant to the change order process set forth in Attachment CHG or as otherwise provided in the Agreement.

11 Software Delivery

Manatron will deliver all Software, including updates, enhancements or corrections and installation instructions, to the County using standard network file transfer protocol (FTP) or other mutually agreed upon electronic means.

Attachment PRC Pricing Details

12 Professional Services

Professional Services consists of installation and Implementation Services, project and product management, training, consulting and support services, software configuration and conversion services. This Attachment identifies and details the Manatron positions and compensation rates in providing the various forms of Professional Services performed under the terms of this Agreement.

CLASSIFICATION/POSITION	HOURLY RATE (USD)
Project Sponsor	\$200
Project Manager	\$200
Product Manager	\$200
Lead Business Analyst	\$200
Lead Conversion Analyst	\$200
Lead Trainer	\$200
Conversion Engineer	\$200
Tax Business Analyst	\$200
Subject Matter Expert	\$200

Manatron agrees to fully cooperate with the delivery of Documentation and other forms of collaboration available to support claimed labor units.

In the event there are Manatron classifications or positions needed for the project which have not been listed above, the parties will work in good faith to agree upon the hourly rates for such classifications or positions. However, in no event shall the hourly rate exceed \$200 per hour.

Attachment QAS

Quality Assurance

1 General

This Attachment QAS describes quality assurance details between Manatron and the County for the implementation of the County's Integrated Property Tax Management System (IPTMS). The requirements stated in this Attachment QAS are not intended to relieve Manatron of requirements stated elsewhere in the Agreement.

1.1 General Requirements

As a part of the Quality Management Plan detailed in Attachment SOW, Manatron will identify mutually agreeable methodologies and procedures to ensure quality assurance on the project. These details ensure that all project deliverables meet the County's quality expectations and standards, as well as, best practices and industry standards. The plan requires that quality-specific activities be conducted throughout the project lifecycle, in addition to activities designed to generate the project deliverables. All deliverables must be listed in the plan with a pass or fail indicator. Quality assurance activities include those that give guidance to team members who monitor and ensure an acceptable level of performance, covering areas such as product assurance, verification, validation, testing and evaluation.

Manatron will produce and provide products and services of the highest quality responsive to the needs of the County. In these activities, Manatron will pursue goals aimed at the achievement of quality excellence. These results will be derived from the dedicated efforts of each associate in an environment, which is participative, cooperative, creative, and receptive to new ideas, as Manatron personnel collectively strive to achieve the fundamental objective of total customer satisfaction.

Manatron shall not be relieved of the responsibility for the quality of any unsatisfactory work of any of their employees. All employees must be empowered to identify problems, initiate preventative actions, recommend, implement and verify solutions whether individually or as members of teams to meet the County's quality goals.

Manatron shall be responsible for the work of any Manatron sub-contractors.

Attachment QAS

Quality Assurance

2 Quality Management Plan

Manatron will create a Quality Management Plan to define the quality assurance activities and controls to be conducted for the County IPTMS project. The activities must cover all project deliverables. It establishes a quality system to be used throughout the project. This plan will:

- Identify the quality assurance activities and schedules required to assure quality
- Identify quality-related responsibilities
- List the project quality-related deliverables to be produced
- Set quality criteria for these deliverables
- Define quality standards for the deliverables
- Identify quality control tasks and schedules needed to control quality
- Identify document quality controls
- Identify quality assurance and controls for sub-contracting any part of the project
- Identify procedures for quality non-conformance and corrective actions
- Identify quality training needs
- Identify audit/review tasks to ensure project plans follow defined processes
- Identify audit/review tasks to ensure work performance follows project plans
- Identify procedures for County's review and acceptance/sign-off

Manatron is responsible for ensuring the quality system is adequately implemented, determining the scope of quality management activities and leading the project team in review and finalization of the project quality and acceptance criteria. This includes the reporting of the quality status in parallel with cost, schedule and risk in reviews with the quality assurance review team. Manatron will establish and maintain interfaces with the County and any Manatron subcontractors for all quality items and ensure that quality elements are addressed during project implementation.

Manatron must ensure all quality assurance product functions are complete and effective, and that scope for nonconformity is minimized by effective verification and validation processes. Manatron will be responsible for the effectiveness of all procedures and facilities that examine the product for conformity to requirements, subsequent recording of quality problems and initiation of solutions through designated channels. Manatron must ensure the effectiveness of all solutions. In effect, Manatron owns all product issues until they are corrected.

Attachment QAS

Quality Assurance

The Quality Management Plan will include the need for the successful completion of IPTMS and regression testing prior to release of code to the County. This is to identify the errors in functionality and errors in non-functional quality attributes, such as performance, reliability and usability.

3 Quality Assurance for Fault Tracking/Reporting

Manatron will have a facility for fault tracking during the all phases of the IPTMS project. The County will document and submit faults. Manatron will evaluate the faults and track and report status updates from beginning to end. Final approval by the County will be required to ensure the delivery of a quality product.

Attachment REQ IPTMS Requirements

Attached is a CD/DVD containing the IPTMS requirements as required by the County.



Attachment RQI Required Information

1 General

This Attachment RQI identifies the minimum set of information required by the parties to enable them to perform the Services identified in this Agreement.

2 Infrastructure Information

The final System design relies heavily on the County's existing County of Riverside Network (CORNET) infrastructure. Careful analysis and attention will be required by the County and Manatron to finalize infrastructure requirements. The information to be supplied by the County includes:

- County network diagram depicting user locations and line speeds

The information to be supplied by Manatron includes:

- Minimum network bandwidth necessary for meeting IPTMS performance and scaling requirements.
- Minimum workstation and server configuration necessary for meeting IPTMS performance and scaling requirements.

Attachment RQI Required Information

3 County Information Security Program

It is the policy of the County to protect the County information in accordance with all applicable laws, governmental regulations and accepted best practices to minimize information security risk and ensure the right information is available to the right people at the right time. To achieve this goal, the County Board of Supervisors authorizes the County Information Security Officer (CISO) to develop and maintain the County Information Security Program and requires all County Departments to comply. Manatron is also required to comply with the County Information Security Program.

The following information shall be provided by the County and shall be complied with by Manatron in accordance with the County Information Security Program:

- County Board of Supervisors Information Security Policy A-58.
- County Information Security Program Framework. The Program Framework defines the program's Vision, Mission and Roles & Responsibilities.
- County Information Security Risk Management Methodology. The Information Security Risk Management Methodology defines the processes for assessing, accepting and mitigating information security risk.
- County Information Security Standards. The Information Security Standards define the specific controls and processes required to mitigate information security risks.
- County Information Security Specifications.
- County Information Security Office forms.

4 Retention and Archiving Policies

The System must allow for flexible retention policies and archiving for all application data as documented in and required by County Policy A-43. The County will supply Policy A-43.

5 County and Manatron Team Resources Information

To facilitate the constant progress of the IPTMS project, access to and interaction with the necessary individuals is essential. The following information is to be provided by the County and Manatron:

- Project leads contact numbers
- Emergency contacts and numbers
- Other contacts as required

Attachment SCE

Source Code Escrow

1 General

Manatron must provide a Source Code Escrow (SCE) for all deliverables produced under this Agreement.

The Source Code Escrow is a safe repository of all deliverable product media and all associated development tools as required to create, develop, and support the delivered products. The contents of the Source Code Escrow are refreshed from time-to-time by Manatron. The contents are accessible by the County under certain conditions as defined below.

2 Escrow Agent

Manatron and County will identify a mutually agreeable escrow agent to administer the Source Code Escrow. Manatron and the County will execute a Source Code Escrow Agreement no later than 45 calendar days from the Effective Date of this Agreement.

3 What is Deposited

3.1 *Electronic Media*

All deposits into the Source Code Escrow must be in electronic machine readable media using formats, devices, and materials as mutually agreed with the County. Deposits into the Source Code Escrow must include all Software, instructions, media, and other materials that may be required to fully develop, build, test, release, and support the Software. This includes, but is not limited to:

- The source code for the Software
- All Commercial Off-the-Shelf (COTS) and other proprietary products included in the Software
- All development tools needed to develop, build, test, release, support or otherwise work with the Software
- All third-party controls or other third-party software integrated into the Software

3.2 *Documentation*

- Release notes
- Reference Manuals
- Instructions
- Configuration Details

Attachment SCE

Source Code Escrow

3.3 Other Items

- Any special devices or other products as required to develop, build, test, release, support or otherwise work with the Software.

4 Who Makes Deposits

Manatron makes the deposits into the Source Code Escrow.

5 Location of Deposits

The repository for deposits must be a secure and accessible facility as administered by the escrow agent. The repository must be mutually agreed upon by both Manatron and the County.

6 Frequency of Deposits

Every Software release must be deposited into the Source Code Escrow.

7 Documentation of Deposits

Every Software release and deposit into the Source Code Escrow must be accompanied with release notes to thoroughly identify all release media components and corresponding pertinent details.

8 Notification of Deposits

Manatron must provide the County with written and electronic notification of every deposit or other action taken with the Source Code Escrow. Written notification must be via certified mail and electronic notification via electronic mail according to the details of the Notices section of the Agreement.

9 Withdrawal of Deposits

The County has the exclusive right, without the consent or approval of Manatron, to withdraw deposits from the Source Code Escrow upon the occurrence of a triggering event. For the purposes of the Source Code Escrow, a triggering event shall occur if in the event that Manatron (i) terminates or ceases its business operations for a period of more than sixty (60) days; (ii) becomes insolvent or commits any affirmative act of insolvency, or generally fails to pay, or admits in writing its inability to pay, debts as they become due, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its

Attachment SCE

Source Code Escrow

business or assets, becomes subject to any proceeding under, or case in, bankruptcy or insolvency law, is voluntarily or involuntarily liquidated or wound up; (iii) sells substantially all of its assets to a third party or there is a change in control of the majority of its equity stock; (iv) breaches the Agreement between the parties for the delivery of the Software which is placed in Escrow; or (v) if Manatron eliminates, refuses or is unable to provide maintenance and support for the Software. The County exclusively owns all withdrawals. The County shall have unrestricted rights to access, modify, or otherwise utilize the Software. The Source Code Escrow must have stringent controls to prevent unauthorized withdrawals.

The County shall further have the right to withdraw the source code in the event that the County terminates or ceases to obtain Maintenance and Support Services from Manatron at any time following five (5) years from the date of Final Acceptance and for any period extending Maintenance and Support Services thereafter, provided, however, that the rights of the County to access, modify or otherwise utilize the Software shall be restricted to its sole use in accordance with the terms of the license set forth in this Agreement.

10 Verification of Deposits

Manatron must provide the County with written verification itemizing all deposits made into the Source Code Escrow. The Source Code Escrow must provide a method to permit the County to verify on its own through ad-hoc queries the status of any and all deposits made into the Source Code Escrow.

11 Payments

The County pays the cost of the Source Code Escrow repository. Manatron pays all costs associated with the production of the materials deposited into the Source Code Escrow and for any cost associated with making the deposits.

12 Duration of Deposits

Deposits into the Source Code Escrow are perpetual.

13 Source Code Escrow Release

Within forty-five days of the Effective Date of this Agreement, Manatron shall deposit a copy of the source code for the Software with an escrow agent mutually agreed to by both parties. Any time Manatron provides a version upgrade or release and at least twice annually, Manatron shall deposit a copy of all upgrades, fixes, corrections and/or enhancements to the source code and/or Documentation ("updates"). Upon the occurrence of a triggering event as described in Section 9, Manatron hereby grants to County, at no additional charge, a perpetual, non-exclusive, irrevocable license to use, modify, display, copy, enhance and create derivative

Attachment SCE

Source Code Escrow

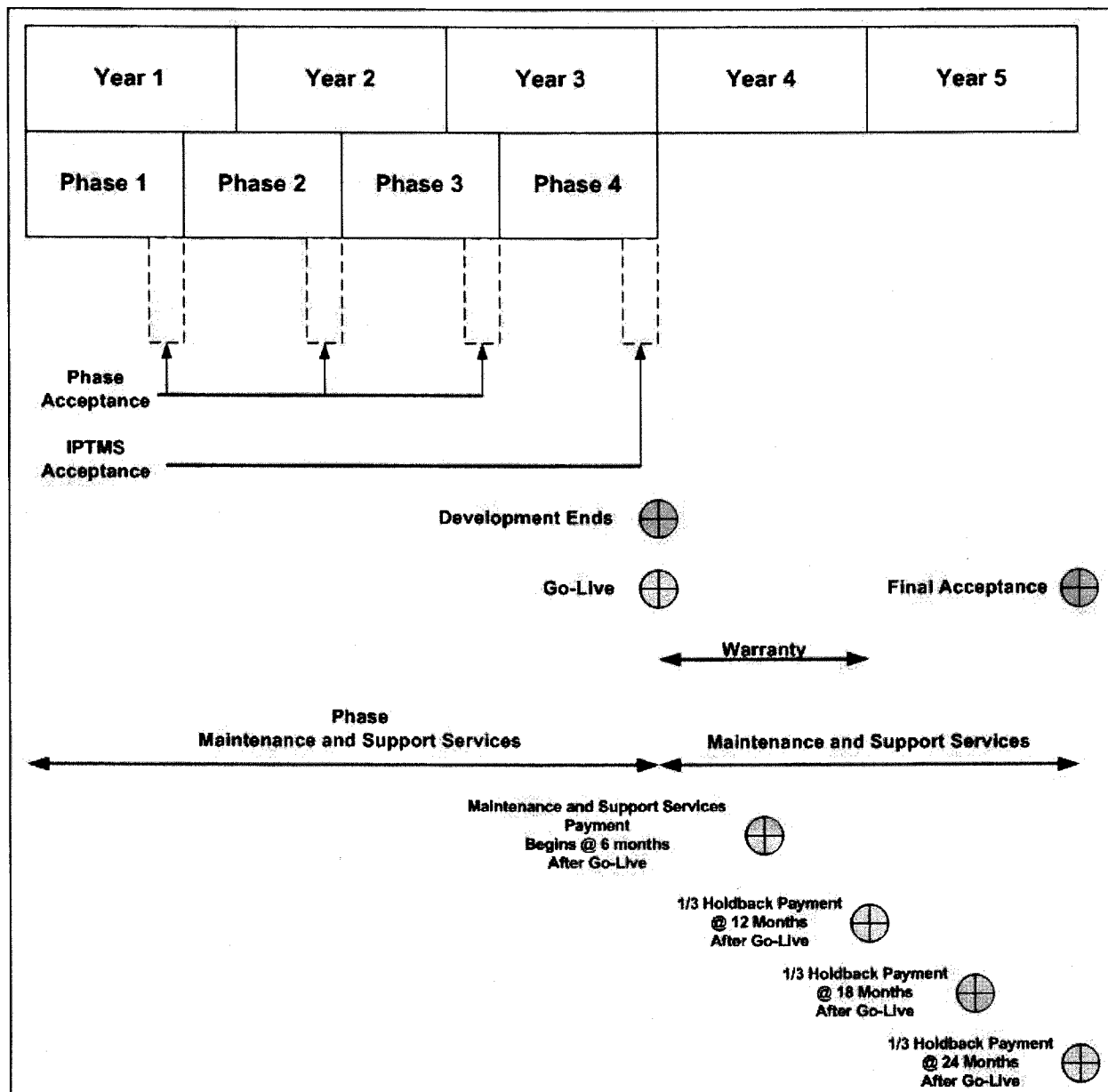
works of the Software (including updates) using such source code, and Manatron will provide technical support and services as described in this Agreement to allow County to use, modify or create derivative works from the source code.

Attachment SCH

Schedule and Work Breakdown Structure

1 General

This Schedule and Work Breakdown Structure (SCH) identifies specific task definitions for Manatron and the County for the development, implementation and warranty of an Integrated Property Tax Management System (IPTMS) for the County. The details in this Attachment correspond to the Statement of Work details specified in Attachment SOW. The following diagram summarizes the timing and terminologies.





Attachment SCH

Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
1	Riverside County IPTMS	2580 days	10/4/10	9/11/20	0%											
2	Project Kickoff	0 days	10/4/10	10/4/10	0%											
3	Project Start Date	0 days	10/4/10	10/4/10	0%											
4	Fit/Gap Architectural Validation	39 days	10/4/10	12/1/10	0%											
5	ACR	2 wks	10/4/10	10/18/10	0%											
6	ACO	1 wk	10/19/10	10/25/10	0%											
7	TTC	1 wk	10/26/10	11/1/10	0%											
8	Summary Confirmation	30 edays	11/1/10	12/1/10	0%											
9	Go / No-Go Decision	0 days	12/1/10	12/1/10	0%											
10	Full Fit/Gap Analysis	145 days	12/1/10	6/29/11	0%											
11	Configure servers and GRM for Analysis	2 wks	12/2/10	12/15/10	0%											
12	ACR	6 emons	12/1/10	5/30/11	0%											
13	ACO	6 emons	12/1/10	5/30/11	0%											
14	TTC	6 emons	12/1/10	5/30/11	0%											
15	Summary Confirmation	30 edays	5/30/11	6/29/11	0%											
16	Full Go / No-Go Decision	0 days	6/29/11	6/29/11	0%											
17	Project Initiation	30 days	12/2/10	1/14/11	0%											
18	Project Management Plan	30 days	12/2/10	1/14/11	0%											
19	Schedule Management Plan	30 days	12/2/10	1/14/11	0%											
20	Scope Management Plan	30 days	12/2/10	1/14/11	0%											
21	Issue Management Plan	30 days	12/2/10	1/14/11	0%											
22	Quality Management Plan	30 days	12/2/10	1/14/11	0%											
23	Change Management Plan	30 days	12/2/10	1/14/11	0%											
24	Risk Management Plan	30 days	12/2/10	1/14/11	0%											
25	Resource Management Plan	30 days	12/2/10	1/14/11	0%											
26	Communications Management Plan	30 days	12/2/10	1/14/11	0%											
27	Configuration Management Plan	30 days	12/2/10	1/14/11	0%											
28	Other Project Management Deliverables	30 days	12/2/10	1/14/11	0%											
29	Phased Implementation Plan	30 days	12/2/10	1/14/11	0%											
30	Transitional Interface Plan	30 days	12/2/10	1/14/11	0%											
31	Application Architecture	30 days	12/2/10	1/14/11	0%											
32	Technical Architecture	30 days	12/2/10	1/14/11	0%											



Attachment SCH

Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
33	Entity Relationship Diagram	30 days	12/2/10	1/14/11	0%											
34	Data Dictionary	30 days	12/2/10	1/14/11	0%											
35	Test Plan	30 days	12/2/10	1/14/11	0%											
36	Training Plan	30 days	12/2/10	1/14/11	0%											
37	General System Requirements Confirmation	30 days	12/2/10	1/14/11	0%											
38	Build System Environments	193 days	10/4/10	7/13/11	0%											
39	System Specifications	5 days	10/4/10	10/8/10	0%											
40	Manatton provides hardware, software and network specifications	0 days	10/4/10	10/4/10	0%											
41	Confirm timing for acquisition and implementation of environments	1 wk	10/4/10	10/8/10	0%											
42	County approves specifications and timing	0 days	10/8/10	10/8/10	0%											
43	Development Environments	43 days	12/2/10	2/3/11	0%											
44	Order all development equipment and services	20 days	12/2/10	12/30/10	0%											
45	Implement Configuration Management Environment	20 edays	1/14/11	2/3/11	0%											
46	Implement Development Environment	20 edays	1/14/11	2/3/11	0%											
47	Implement Testing Environment	20 edays	1/14/11	2/3/11	0%											
48	Production Environments	43 days	5/12/11	7/13/11	0%											
49	Order all production equipment and services	20 days	5/12/11	6/9/11	0%											
50	Implement Quality Assurance Environment	20 edays	6/23/11	7/13/11	0%											
51	Implement Certification Environment	20 edays	6/23/11	7/13/11	0%											
52	Implement Reporting Environment	20 edays	6/23/11	7/13/11	0%											
53	Implement Handheld Field Device Environment	20 edays	6/23/11	7/13/11	0%											
54	Implement Production Environment	20 edays	6/23/11	7/13/11	0%											
55	Phased Implementation and Development	720 days	10/4/10	7/26/13	0%											
56	Phase One	240 days	10/4/10	9/19/11	0%											
57	ACR Departmental Phased Developments	180 days	10/4/10	6/23/11	0%											
58	Departmental Phased Requirements Confirmation	9 mons	10/4/10	6/23/11	0%											
59	Departmental Phased Design Specifications	180 days	10/4/10	6/23/11	0%											
60	The implementation of product software or frameworks	9 mons	10/4/10	6/23/11	0%											
61	Design details for customized or custom-developed software	9 mons	10/4/10	6/23/11	0%											
62	User Interface details	9 mons	10/4/10	6/23/11	0%											
63	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mons	10/4/10	6/23/11	0%											
64	Physical data model details to support the implementation	9 mons	10/4/10	6/23/11	0%											



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Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
65	Transitional interface details required to support the implementation	9 mons	10/4/10	6/23/11	0%											
66	Deliverables related to the phased designs	180 days	10/4/10	6/23/11	0%											
67	Detailed hardware, software, and network specifications	9 mons	10/4/10	6/23/11	0%											
68	Requirements Confirmation and Fit/Gap Report	9 mons	10/4/10	6/23/11	0%											
69	Detailed Solution Design	9 mons	10/4/10	6/23/11	0%											
70	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	10/4/10	6/23/11	0%											
71	Departmental Phased Data Conversion complete	9 mons	10/4/10	6/23/11	0%											
72	Departmental Phased Software Development and Test	9 mons	10/4/10	6/23/11	0%											
73	Departmental Phased Transitional Interface Development and Test	9 mons	10/4/10	6/23/11	0%											
74	Departmental Phased System Test and Data Development	9 mons	10/4/10	6/23/11	0%											
75	Departmental Phased Stress/Performance/Load Test and Data Devel	9 mons	10/4/10	6/23/11	0%											
76	Departmental Phased User Acceptance Test and Data Development	9 mons	10/4/10	6/23/11	0%											
77	Departmental Phased System Test Execution	9 mons	10/4/10	6/23/11	0%											
78	Departmental Phased Stress/Performance/Load Test Execution	9 mons	10/4/10	6/23/11	0%											
79	Departmental Phased Training Material Development	9 mons	10/4/10	6/23/11	0%											
80	Departmental Phased Train-the-Trainers Sessions	9 mons	10/4/10	6/23/11	0%											
81	ACO Departmental Phased Developments	180 days	10/4/10	6/23/11	0%											
82	Departmental Phased Requirements Confirmation	9 mons	10/4/10	6/23/11	0%											
83	Departmental Phased Design Specifications	180 days	10/4/10	6/23/11	0%											
84	The implementation of product software or frameworks	9 mons	10/4/10	6/23/11	0%											
85	Design details for customized or custom-developed software	9 mons	10/4/10	6/23/11	0%											
86	User interface details	9 mons	10/4/10	6/23/11	0%											
87	Data interface details between the PTMS's, GRM CustomCAMA a	9 mons	10/4/10	6/23/11	0%											
88	Physical data model details to support the implementation	9 mons	10/4/10	6/23/11	0%											
89	Transitional interface details required to support the implementation	9 mons	10/4/10	6/23/11	0%											
90	Deliverables related to the phased designs	180 days	10/4/10	6/23/11	0%											
91	Detailed hardware, software, and network specifications	9 mons	10/4/10	6/23/11	0%											
92	Requirements Confirmation and Fit/Gap Report	9 mons	10/4/10	6/23/11	0%											
93	Detailed Solution Design	9 mons	10/4/10	6/23/11	0%											
94	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	10/4/10	6/23/11	0%											
95	Departmental Phased Data Conversion complete	9 mons	10/4/10	6/23/11	0%											
96	Departmental Phased Software Development and Test	9 mons	10/4/10	6/23/11	0%											



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Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
97	Departmental Phased Transitional Interface Development and Test	9 mons	10/4/10	6/23/11	0%										
98	Departmental Phased System Test and Data Development	9 mons	10/4/10	6/23/11	0%										
99	Departmental Phased Stress/Performance/Load Test and Data Development	9 mons	10/4/10	6/23/11	0%										
100	Departmental Phased User Acceptance Test and Data Development	9 mons	10/4/10	6/23/11	0%										
101	Departmental Phased System Test Execution	9 mons	10/4/10	6/23/11	0%										
102	Departmental Phased Stress/Performance/Load Test Execution	9 mons	10/4/10	6/23/11	0%										
103	Departmental Phased Training Material Development	9 mons	10/4/10	6/23/11	0%										
104	Departmental Phased Train-the-Trainers Sessions	9 mons	10/4/10	6/23/11	0%										
105	TTC Departmental Phased Developments	180 days	10/4/10	6/23/11	0%										
106	Departmental Phased Requirements Confirmation	9 mons	10/4/10	6/23/11	0%										
107	Departmental Phased Design Specifications	180 days	10/4/10	6/23/11	0%										
108	The implementation of product software or frameworks	9 mons	10/4/10	6/23/11	0%										
109	Design details for customized or custom-developed software	9 mons	10/4/10	6/23/11	0%										
110	User Interface details	9 mons	10/4/10	6/23/11	0%										
111	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mons	10/4/10	6/23/11	0%										
112	Physical data model details to support the implementation	9 mons	10/4/10	6/23/11	0%										
113	Transitional interface details required to support the implementation	9 mons	10/4/10	6/23/11	0%										
114	Deliverables related to the phased designs	180 days	10/4/10	6/23/11	0%										
115	Detailed hardware, software, and network specifications	9 mons	10/4/10	6/23/11	0%										
116	Requirements Confirmation and Fill/Gap Report	9 mons	10/4/10	6/23/11	0%										
117	Detailed Solution Design	9 mons	10/4/10	6/23/11	0%										
118	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	10/4/10	6/23/11	0%										
119	Departmental Phased Data Conversion complete	9 mons	10/4/10	6/23/11	0%										
120	Departmental Phased Software Development and Test	9 mons	10/4/10	6/23/11	0%										
121	Departmental Phased Transitional Interface Development and Test	9 mons	10/4/10	6/23/11	0%										
122	Departmental Phased System Test and Data Development	9 mons	10/4/10	6/23/11	0%										
123	Departmental Phased Stress/Performance/Load Test and Data Development	9 mons	10/4/10	6/23/11	0%										
124	Departmental Phased User Acceptance Test and Data Development	9 mons	10/4/10	6/23/11	0%										
125	Departmental Phased System Test Execution	9 mons	10/4/10	6/23/11	0%										
126	Departmental Phased Stress/Performance/Load Test Execution	9 mons	10/4/10	6/23/11	0%										
127	Departmental Phased Training Material Development	9 mons	10/4/10	6/23/11	0%										
128	Departmental Phased Train-the-Trainers Sessions	9 mons	10/4/10	6/23/11	0%										



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Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
129	IPTMS Phased Deliverables	60 days	6/24/11	9/19/11	0%											
130	IPTMS Phased Data Conversion complete	3 mons	6/24/11	9/19/11	0%											
131	IPTMS Phased Inter-Departmental Interface Development and Test	3 mons	6/24/11	9/19/11	0%											
132	IPTMS Phased System Test Execution	3 mons	6/24/11	9/19/11	0%											
133	IPTMS Phased User Acceptance Test Execution	3 mons	6/24/11	9/19/11	0%											
134	IPTMS Phased Deployment Plan Development	3 mons	6/24/11	9/19/11	0%											
135	IPTMS Phased Data Conversion	3 mons	6/24/11	9/19/11	0%											
136	IPTMS Phased Production Software Implementation	3 mons	6/24/11	9/19/11	0%											
137	Phase Two	240 days	9/20/11	8/24/12	0%											
138	ACR Departmental Phased Developments	180 days	9/20/11	6/1/12	0%											
139	Departmental Phased Requirements Confirmation	9 mons	9/20/11	6/1/12	0%											
140	Departmental Phased Design Specifications	180 days	9/20/11	6/1/12	0%											
141	The implementation of product software or frameworks	9 mons	9/20/11	6/1/12	0%											
142	Design details for customized or custom-developed software	9 mons	9/20/11	6/1/12	0%											
143	User Interface details	9 mons	9/20/11	6/1/12	0%											
144	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mons	9/20/11	6/1/12	0%											
145	Physical data model details to support the implementation	9 mons	9/20/11	6/1/12	0%											
146	Transitional interface details required to support the implementatio	9 mons	9/20/11	6/1/12	0%											
147	Deliverables related to the phased designs	180 days	9/20/11	6/1/12	0%											
148	Detailed hardware, software, and network specifications	9 mons	9/20/11	6/1/12	0%											
149	Requirements Confirmation and Fit/Gap Report	9 mons	9/20/11	6/1/12	0%											
150	Detailed Solution Design	9 mons	9/20/11	6/1/12	0%											
151	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	9/20/11	6/1/12	0%											
152	Departmental Phased Data Conversion complete	9 mons	9/20/11	6/1/12	0%											
153	Departmental Phased Software Development and Test	9 mons	9/20/11	6/1/12	0%											
154	Departmental Phased Transitional Interface Development and Test	9 mons	9/20/11	6/1/12	0%											
155	Departmental Phased System Test and Data Development	9 mons	9/20/11	6/1/12	0%											
156	Departmental Phased Stress/Performance/Load Test and Data Develo	9 mons	9/20/11	6/1/12	0%											
157	Departmental Phased User Acceptance Test and Data Development	9 mons	9/20/11	6/1/12	0%											
158	Departmental Phased System Test Execution	9 mons	9/20/11	6/1/12	0%											
159	Departmental Phased Stress/Performance/Load Test Execution	9 mons	9/20/11	6/1/12	0%											
160	Departmental Phased Training Material Development	9 mons	9/20/11	6/1/12	0%											



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Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
161	Departmental Phased Train-the-Trainers Sessions	9 mos	9/20/11	6/1/12	0%											
162	ACO Departmental Phased Developments	180 days	9/20/11	6/1/12	0%											
163	Departmental Phased Requirements Confirmation	9 mos	9/20/11	6/1/12	0%											
164	Departmental Phased Design Specifications	180 days	9/20/11	6/1/12	0%											
165	The implementation of product software or frameworks	9 mos	9/20/11	6/1/12	0%											
166	Design details for customized or custom-developed software	9 mos	9/20/11	6/1/12	0%											
167	User Interface details	9 mos	9/20/11	6/1/12	0%											
168	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mos	9/20/11	6/1/12	0%											
169	Physical data model details to support the implementation	9 mos	9/20/11	6/1/12	0%											
170	Transitional interface details required to support the implementatio	9 mos	9/20/11	6/1/12	0%											
171	Deliverables related to the phased designs	180 days	9/20/11	6/1/12	0%											
172	Detailed hardware, software, and network specifications	9 mos	9/20/11	6/1/12	0%											
173	Requirements Confirmation and Fit/Gap Report	9 mos	9/20/11	6/1/12	0%											
174	Detailed Solution Design	9 mos	9/20/11	6/1/12	0%											
175	Data Documents (ERD, mapping, Dictionary, et al)	9 mos	9/20/11	6/1/12	0%											
176	Departmental Phased Data Conversion complete	9 mos	9/20/11	6/1/12	0%											
177	Departmental Phased Software Development and Test	9 mos	9/20/11	6/1/12	0%											
178	Departmental Phased Transitional Interface Development and Test	9 mos	9/20/11	6/1/12	0%											
179	Departmental Phased System Test and Data Development	9 mos	9/20/11	6/1/12	0%											
180	Departmental Phased Stress/Performance/Load Test and Data Devel	9 mos	9/20/11	6/1/12	0%											
181	Departmental Phased User Acceptance Test and Data Development	9 mos	9/20/11	6/1/12	0%											
182	Departmental Phased System Test Execution	9 mos	9/20/11	6/1/12	0%											
183	Departmental Phased Stress/Performance/Load Test Execution	9 mos	9/20/11	6/1/12	0%											
184	Departmental Phased Training Material Development	9 mos	9/20/11	6/1/12	0%											
185	Departmental Phased Train-the-Trainers Sessions	9 mos	9/20/11	6/1/12	0%											
186	TTC Departmental Phased Developments	180 days	9/20/11	6/1/12	0%											
187	Departmental Phased Requirements Confirmation	9 mos	9/20/11	6/1/12	0%											
188	Departmental Phased Design Specifications	180 days	9/20/11	6/1/12	0%											
189	The implementation of product software or frameworks	9 mos	9/20/11	6/1/12	0%											
190	Design details for customized or custom-developed software	9 mos	9/20/11	6/1/12	0%											
191	User Interface details	9 mos	9/20/11	6/1/12	0%											
192	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mos	9/20/11	6/1/12	0%											



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Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2011	2012	2013	2014	2016	2018	2020
193	Physical data model details to support the implementation	9 mons	9/20/11	6/1/12	0%								
194	Transitional interface details required to support the implementation	9 mons	9/20/11	6/1/12	0%								
195	Deliverables related to the phased designs	180 days	9/20/11	6/1/12	0%								
196	Detailed hardware, software, and network specifications	9 mons	9/20/11	6/1/12	0%								
197	Requirements Confirmation and Fit/Gap Report	9 mons	9/20/11	6/1/12	0%								
198	Detailed Solution Design	9 mons	9/20/11	6/1/12	0%								
199	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	9/20/11	6/1/12	0%								
200	Departmental Phased Data Conversion complete	9 mons	9/20/11	6/1/12	0%								
201	Departmental Phased Software Development and Test	9 mons	9/20/11	6/1/12	0%								
202	Departmental Phased Transitional Interface Development and Test	9 mons	9/20/11	6/1/12	0%								
203	Departmental Phased System Test and Data Development	9 mons	9/20/11	6/1/12	0%								
204	Departmental Phased Stress/Performance/Load Test and Data Development	9 mons	9/20/11	6/1/12	0%								
205	Departmental Phased User Acceptance Test and Data Development	9 mons	9/20/11	6/1/12	0%								
206	Departmental Phased System Test Execution	9 mons	9/20/11	6/1/12	0%								
207	Departmental Phased Stress/Performance/Load Test Execution	9 mons	9/20/11	6/1/12	0%								
208	Departmental Phased Training Material Development	9 mons	9/20/11	6/1/12	0%								
209	Departmental Phased Train-the-Trainers Sessions	9 mons	9/20/11	6/1/12	0%								
210	PTMS Phased Deliverables	60 days	6/4/12	8/24/12	0%								
211	PTMS Phased Data Conversion complete	3 mons	6/4/12	8/24/12	0%								
212	PTMS Phased Inter-Departmental Interface Development and Test	3 mons	6/4/12	8/24/12	0%								
213	PTMS Phased System Test Execution	3 mons	6/4/12	8/24/12	0%								
214	PTMS Phased User Acceptance Test Execution	3 mons	6/4/12	8/24/12	0%								
215	PTMS Phased Deployment Plan Development	3 mons	6/4/12	8/24/12	0%								
216	PTMS Phased Data Conversion	3 mons	6/4/12	8/24/12	0%								
217	PTMS Phased Production Software Implementation	3 mons	6/4/12	8/24/12	0%								
218	Phase Three	240 days	8/27/12	7/26/13	0%								
219	ACR Departmental Phased Developments	180 days	8/27/12	5/3/13	0%								
220	Departmental Phased Requirements Confirmation	9 mons	8/27/12	5/3/13	0%								
221	Departmental Phased Design Specifications	180 days	8/27/12	5/3/13	0%								
222	The implementation of product software or frameworks	9 mons	8/27/12	5/3/13	0%								
223	Design details for customized or custom-developed software	9 mons	8/27/12	5/3/13	0%								
224	User Interface details	9 mons	8/27/12	5/3/13	0%								



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Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	
225	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mons	8/27/12	5/3/13	0%											
226	Physical data model details to support the implementation	9 mons	8/27/12	5/3/13	0%											
227	Transitional interface details required to support the implementation	9 mons	8/27/12	5/3/13	0%											
228	Deliverables related to the phased designs	180 days	8/27/12	5/3/13	0%											
229	Detailed hardware, software, and network specifications	9 mons	8/27/12	5/3/13	0%											
230	Requirements Confirmation and Fill/Gap Report	9 mons	8/27/12	5/3/13	0%											
231	Detailed Solution Design	9 mons	8/27/12	5/3/13	0%											
232	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	8/27/12	5/3/13	0%											
233	Departmental Phased Data Conversion complete	9 mons	8/27/12	5/3/13	0%											
234	Departmental Phased Software Development and Test	9 mons	8/27/12	5/3/13	0%											
235	Departmental Phased Transitional Interface Development and Test	9 mons	8/27/12	5/3/13	0%											
236	Departmental Phased System Test and Data Development	9 mons	8/27/12	5/3/13	0%											
237	Departmental Phased Stress/Performance/Load Test and Data Devel	9 mons	8/27/12	5/3/13	0%											
238	Departmental Phased User Acceptance Test and Data Development	9 mons	8/27/12	5/3/13	0%											
239	Departmental Phased System Test Execution	9 mons	8/27/12	5/3/13	0%											
240	Departmental Phased Stress/Performance/Load Test Execution	9 mons	8/27/12	5/3/13	0%											
241	Departmental Phased Training Material Development	9 mons	8/27/12	5/3/13	0%											
242	Departmental Phased Train-the-Trainers Sessions	9 mons	8/27/12	5/3/13	0%											
243	ACO Departmental Phased Developments	180 days	8/27/12	5/3/13	0%											
244	Departmental Phased Requirements Confirmation	9 mons	8/27/12	5/3/13	0%											
245	Departmental Phased Design Specifications	180 days	8/27/12	5/3/13	0%											
246	The implementation of product software or frameworks	9 mons	8/27/12	5/3/13	0%											
247	Design details for customized or custom-developed software	9 mons	8/27/12	5/3/13	0%											
248	User Interface details	9 mons	8/27/12	5/3/13	0%											
249	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mons	8/27/12	5/3/13	0%											
250	Physical data model details to support the implementation	9 mons	8/27/12	5/3/13	0%											
251	Transitional interface details required to support the implementation	9 mons	8/27/12	5/3/13	0%											
252	Deliverables related to the phased designs	180 days	8/27/12	5/3/13	0%											
253	Detailed hardware, software, and network specifications	9 mons	8/27/12	5/3/13	0%											
254	Requirements Confirmation and Fill/Gap Report	9 mons	8/27/12	5/3/13	0%											
255	Detailed Solution Design	9 mons	8/27/12	5/3/13	0%											
256	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	8/27/12	5/3/13	0%											



Attachment SCH Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
257	Departmental Phased Data Conversion complete	9 mons	8/27/12	5/3/13	0%											
258	Departmental Phased Software Development and Test	9 mons	8/27/12	5/3/13	0%											
259	Departmental Phased Transitional Interface Development and Test	9 mons	8/27/12	5/3/13	0%											
260	Departmental Phased System Test and Data Development	9 mons	8/27/12	5/3/13	0%											
261	Departmental Phased Stress/Performance/Load Test and Data Development	9 mons	8/27/12	5/3/13	0%											
262	Departmental Phased User Acceptance Test and Data Development	9 mons	8/27/12	5/3/13	0%											
263	Departmental Phased System Test Execution	9 mons	8/27/12	5/3/13	0%											
264	Departmental Phased Stress/Performance/Load Test Execution	9 mons	8/27/12	5/3/13	0%											
265	Departmental Phased Training Material Development	9 mons	8/27/12	5/3/13	0%											
266	Departmental Phased Train-the-Trainers Sessions	9 mons	8/27/12	5/3/13	0%											
267	TTC Departmental Phased Developments	180 days	8/27/12	5/3/13	0%											
268	Departmental Phased Requirements Confirmation	9 mons	8/27/12	5/3/13	0%											
269	Departmental Phased Design Specifications	180 days	8/27/12	5/3/13	0%											
270	The implementation of product software or frameworks	9 mons	8/27/12	5/3/13	0%											
271	Design details for customized or custom-developed software	9 mons	8/27/12	5/3/13	0%											
272	User Interface details	9 mons	8/27/12	5/3/13	0%											
273	Data Interface details between the PTMS's, GRM CustomCAMA a	9 mons	8/27/12	5/3/13	0%											
274	Physical data model details to support the implementation	9 mons	8/27/12	5/3/13	0%											
275	Transitional interface details required to support the implementation	9 mons	8/27/12	5/3/13	0%											
276	Deliverables related to the phased designs	180 days	8/27/12	5/3/13	0%											
277	Detailed hardware, software, and network specifications	9 mons	8/27/12	5/3/13	0%											
278	Requirements Confirmation and Fill/Gap Report	9 mons	8/27/12	5/3/13	0%											
279	Detailed Solution Design	9 mons	8/27/12	5/3/13	0%											
280	Data Documents (ERD, mapping, Dictionary, et al)	9 mons	8/27/12	5/3/13	0%											
281	Departmental Phased Data Conversion complete	9 mons	8/27/12	5/3/13	0%											
282	Departmental Phased Software Development and Test	9 mons	8/27/12	5/3/13	0%											
283	Departmental Phased Transitional Interface Development and Test	9 mons	8/27/12	5/3/13	0%											
284	Departmental Phased System Test and Data Development	9 mons	8/27/12	5/3/13	0%											
285	Departmental Phased Stress/Performance/Load Test and Data Development	9 mons	8/27/12	5/3/13	0%											
286	Departmental Phased User Acceptance Test and Data Development	9 mons	8/27/12	5/3/13	0%											
287	Departmental Phased System Test Execution	9 mons	8/27/12	5/3/13	0%											
288	Departmental Phased Stress/Performance/Load Test Execution	9 mons	8/27/12	5/3/13	0%											



Attachment SCH

Schedule and Work Breakdown Structure

ID	Task Name	Duration	Start	Finish	% Complete	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
289	Departmental Phased Training Material Development	9 mos	8/27/12	5/3/13	0%											
290	Departmental Phased Train-the-Trainers Sessions	9 mos	8/27/12	5/3/13	0%											
291	IP TMS Phased Deliverables	60 days	5/6/13	7/26/13	0%											
292	IP TMS Phased Data Conversion complete	3 mos	5/6/13	7/26/13	0%											
293	IP TMS Phased Inter-Departmental Interface Development and Test	3 mos	5/6/13	7/26/13	0%											
294	IP TMS Phased System Test Execution	3 mos	5/6/13	7/26/13	0%											
295	IP TMS Phased User Acceptance Test Execution	3 mos	5/6/13	7/26/13	0%											
296	IP TMS Phased Deployment Plan Development	3 mos	5/6/13	7/26/13	0%											
297	IP TMS Phased Data Conversion	3 mos	5/6/13	7/26/13	0%											
298	IP TMS Phased Production Software Implementation	3 mos	5/6/13	7/26/13	0%											
299	Final Acceptance Signoff and Approval	574 days	7/26/13	10/8/15	0%											
300	Final Release Configuration Management	60 days	7/26/13	10/18/13	0%											
301	Final Source Code Escrow	10 edays	7/26/13	8/5/13	0%											
302	Final CM	60 days	7/29/13	10/18/13	0%											
303	ACR Approval	0 days	10/18/13	10/18/13	0%											
304	ACO Approval	0 days	10/18/13	10/18/13	0%											
305	TTC Approval	0 days	10/18/13	10/18/13	0%											
306	IP TMS Approval	0 days	10/18/13	10/18/13	0%											
307	Go-Live	0 days	10/18/13	10/18/13	0%											
308	Final Acceptance	24 emons	10/18/13	10/8/15	0%											
309	Maintenance and Support Services	1800 days	10/18/13	9/11/20	0%											
310	Year One	12 emons	10/18/13	10/13/14	0%											
311	Year Two	12 emons	10/13/14	10/8/15	0%											
312	Year Three	12 emons	10/8/15	10/2/16	0%											
313	Year Four	12 emons	10/2/16	9/27/17	0%											
314	Year Five	12 emons	9/27/17	9/22/18	0%											
315	Year Six	12 emons	9/22/18	9/17/19	0%											
316	Year Seven	12 emons	9/17/19	9/11/20	0%											

Attachment SOW Statement of Work

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Attachment SOW

Statement of Work

1 General

This Statement of Work (SOW) identifies obligations of Manatron and the County associated with implementing an Integrated Property Tax Management System (IPTMS) for Riverside County.

The requirements stated in this Attachment SOW are not intended to relieve Manatron of requirements stated elsewhere in the Agreement.

1.1 IPTMS Requirements

IPTMS requirements in Riverside County RFP PUARC-1104 are defined and contained in Attachment REQ.

IPTMS incorporates Computer Aided Mass Appraisal (CAMA) requirements in Riverside County RFP PUARC-1104 and in Riverside County RFP ASARC-025. These requirements are defined and contained in Attachment REQ.

CAMA as defined in this Agreement includes Manatron's GRM CustomCAMA and Personal Property system. 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.

CAMA is one part of a comprehensive property assessment solution for the County's Assessor-County Clerk-Recorder (ACR) office. CAMA will replace most of the ACR's property valuation tools and may replace some of the ACR's ancillary applications supporting property appraisal.

The new CAMA shall interface for a transition period with the County's current legacy property tax system, IMS, and permanently interface with the County's GIS application and IPTMS.

The terms IPTMS and "System" are used interchangeably in this Attachment SOW, noting that both incorporate CAMA as previously defined.

1.2 Summary Statement of Work

Manatron will design, develop, deliver, install, test, configure, deploy, warrant, maintain, support, and fully implement IPTMS. Manatron will transition the County's existing users onto IPTMS. Manatron will train County staff and trainers on the use and care of IPTMS. Manatron training must prepare and enable County trainers to subsequently train other County personnel. Manatron will maintain and support IPTMS.

Manatron will provide products and professional Services to enable the County to achieve a flexible, efficient, effective, and easy-to-use IPTMS that is compliant with all applicable property tax codes and other laws or regulations.

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1.3 Project Management

Project management and governance will be enforced throughout this project. During the Project Initiation phase and with the involvement of the County, Manatron will prepare a detailed Project Management Plan and submit it to the County for approval. Upon the County's approval, the Project Management Plan shall be committed in writing by both parties. Manatron will not deviate from the approved Project Management Plan without following the Change Management Process as set forth under Attachment CHG.

Additional information associated with project management is set forth in Attachment PMP.

1.4 Project Schedule

All work that is part of the project will be completed by Manatron in accordance with the schedule defined in Attachment SCH.

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2 Work Definitions and Task Details

This section identifies general and specific details of the IPTMS work to be performed by Manatron.

2.1 General

The sections below identify the principal activities and responsibilities of all parties for the implementation of IPTMS. The tasks are not necessarily listed in the order in which they will be performed.

Each work description consists of the following properties:

- Title
- Objective
- Task Description
- Responsibilities
- Completion Criteria (including deliverables)

The scheduled dates of task performance are itemized in Attachment SCH.

2.1.1 System Overview

The following major Property Tax Management Subsystems (PTMSs) are included as part of IPTMS.

- Assessor-County Clerk-Recorder PTMS
- Treasurer-Tax Collector PTMS
- Auditor-Controller PTMS

The County's requirements and supporting documentation are contained in Attachment REQ.

2.1.2 IPTMS Work Categories

Manatron shall provide products and services to implement a fully functional IPTMS compliant with County requirements. This Attachment SOW specifically addresses, among other concepts, the implementation of IPTMS.

Manatron shall provide services in the following work categories time-phased throughout the project:

- Solution Design
- Solution Development / Implementation
- Data Conversion

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- Testing
- Training/Knowledge Transfer
- Deployment
- Maintenance and Support Services
- Source Code Escrow

2.1.2.1 *Solution Design*

This work category includes all services required to design IPTMS based on IPTMS requirements and specifications. The design tasks for IPTMS span the various phases of its implementation. The design tasks include a two stage Fit/Gap Analysis process. Other details for the design tasks are represented separately in the descriptions of the project phases.

2.1.2.1.1 Two Stage Fit/Gap Analysis

Manatron will provide a two stage Fit/Gap Analysis for this implementation.

Prior to the beginning of the first stage of Fit/Gap Analysis, Manatron will provide the County with samples of detailed Fit-Gap reports with design details exemplified.

Both stages of Fit/Gap Analysis will include high-level design discussions and documentation to ensure that the County and Manatron agree on how County requirements will be met.

Manatron will perform the first stage as a Fit/Gap Architectural Validation (AV) stage immediately after contract signing at Manatron's exclusive cost. Both parties have independent authority to make "Go/No-Go decisions" based on the findings of the AV phase. During this stage, Manatron will provide the County with written descriptions of the reports Manatron will deliver with IPTMS. These written descriptions will correspond to the list of state-mandated and GRM reports provided by Manatron to the County. County acceptance direction for the AV stage is documented in Section 2.1.2.1.2 below.

After acceptance of the AV deliverables, Manatron and the County will immediately begin the Full Fit/Gap Analysis and requirements review as a second stage of the Fit/Gap Analysis. Acceptance direction for the Full Fit/Gap Analysis and requirements review stage is documented in Section 2.1.2.1.2 below. Attachment PMP defines a resolution process to correct any deficiencies that might result from Fit/Gap Analysis.

2.1.2.1.2 Fit/Gap Analysis Acceptance Criteria

See below for Fit/Gap Analysis Acceptance Criteria.

2.1.2.1.2.1 *Requirements*

1. IPTMS must meet or exceed all requirements contained in Attachment REQ.
2. IPTMS must satisfy, to the County's approval, any adjustments made to the requirements by the County since the time of the RFP release.

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- a. The County will accommodate Manatron onsite at CREST to permit Manatron to evaluate the scope of these adjustments.
3. For any requirements where compliance is met with changes in business processes, the business process changes must:
 - a. Promote higher efficiency than the current business process
 - b. Meet all applicable property tax codes and other laws or regulations; and
 - c. Be approved by the County in writing
4. IPTMS must resolve functional gaps/deficiencies/issues in the County's current system.
5. IPTMS must clearly delineate responsibilities between the three property tax departments.
6. IPTMS must support an event-driven architecture.
7. IPTMS must reduce reliance on paper.
8. IPTMS must eliminate redundant data entry.

2.1.2.1.2.2 Business Processes

1. Mandatory support of mission critical business processes
 - a. These are specified in IPTMS requirements
 - i. TTC mission critical business processes include:
 1. Billing
 2. Collections
 3. Distribution
 4. Convert Data
 - ii. ACO mission critical business processes include:
 1. Provide TRA District relationships
 2. Receive/access the Assessor's Roll
 3. Extend tax rolls
 4. Incorporate roll changes
 5. Determine AB8 factors for secured and supplemental rolls
 6. Receive/access collections
 7. Apportion taxes
 8. Teeter apportioning
 9. Accounting subsystem post from property transactions
 10. Get required data out of IPTMS
 - iii. ACR mission critical business processes include:
 1. Process Architectural Considerations
 - a. Valuation of all property types
 - b. Computer Aided Mass Appraisal (CAMA)
 - c. Extensive use of Geographic Information System (GIS) technology
 - d. Clear separation of assessment and appraisal

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2. Mission critical processes
 - a. Maintain property inventory and ownership
 - b. Establish fair market value for every property type (real and personal) in the County
 - c. Administer all exemptions and exclusions for real and personal property
 - d. Assessment Appeal
 - e. Mandatory Reporting and Taxpayer Notifications
 - f. Generate, maintain, and administer parcel changes
 - g. Maintain all valuation factors
 - h. Maintain base year values and factored base year values
 - i. Deliver annual and supplemental assessments to the ACO
 - j. Deliver roll changes to the ACO
 - k. Data Consolidation and Conversion
2. All required business processes must integrate with IPTMS, either:
 - a. Directly within IPTMS
 - b. Through interfaces approved by the County in advance
3. Business processes must not have unnecessary duplication or redundancy.
4. Any business process should be no more labor intensive than the corresponding County's current (As-Is) business process.
5. Any System processing or System response time should not be slower than the corresponding system processing or system response time in the County's current (As-Is) system.
6. Any solutions to gaps must be developed within scheduled Go-Live timeframes unless extended by the County.

2.1.2.1.2.3 Data

1. All required data must integrate with IPTMS, either:
 - a. Directly within IPTMS
 - b. Through interfaces approved by the County in advance
2. Data must not have unnecessary duplication or redundancy.
3. The IPTMS data model must be able to support the County's property tax departmental business needs.

2.1.2.1.2.4 Timeframe

1. IPTMS implementation must successfully complete within the three (3) year timeframe cited in Attachment SCH.
2. The CAMA implementation must complete within 18 months after the Effective Date. Additionally, CAMA implementation must occur in phases consistent with IPTMS. CAMA

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functionality must increase in each incremental phase of the Phased Implementation Plan.

3. The County approves of early-phase CAMA implementation based on Manatron's rich-client production version of CAMA. The County understands subsequent releases of the CAMA phased implementation will be based on a fully functional browser-based CAMA implementation.

2.1.2.1.2.5 User Interface

1. All user interface screens must meet County usability best practices and standards.
 - a. The County will provide Manatron with these standards in advance of Fit/Gap Analysis.

2.1.2.1.2.6 Data Conversion

1. Manatron must integrate, cleanse, transform, and load all County property tax data.

2.1.2.2 Solution Development / Implementation

This work category includes a combination of new solution development and implementation of Commercial Off-the-Shelf (COTS) products incorporated into IPTMS.

Manatron will provide all services required to implement IPTMS as required by this Agreement.

Manatron will provide the County with complete System implementation documentation concerning installation, configuration, testing, interfaces, data conversion, and integration of IPTMS.

Manatron will assist the County in establishing, configuring, and validating all business rules. For CAMA, these include search models, valuation models and appraisal projects.

In order to ensure strong usability and an efficient and effective solution for all three (3) County property tax departments, Manatron will engage, at no additional cost to the County, a subcontractor or consultant experienced and qualified in Human-Computer Interaction (HCI) design principles and methodologies. Manatron will include in the Project Management Plan and schedule the appropriate HCI experts. The HCI experts will work with Manatron Business Analysts and Product Managers, as well as County staff, on the overall solution design to ensure a highly functional IPTMS that is efficient, effective and meets County needs. The subcontractor or consultant will be assigned to provide usability recommendations and review during the design phase of the implementation, and to work with the joint project team to conduct usability testing on key processes prior to production cutover as part of the overall testing strategy.

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2.1.2.3 Data Conversion

For each phase as defined in the Phased Implementation Plan, convert data as required to support system deployment. The source of this data is the County's legacy property tax system. This data must be cleansed, transformed, and imported into the new IPTMS for ongoing operations.

Manatron will provide a detailed data conversion plan to support the implementation and deployment of IPTMS. The plan must provide Manatron's approach to data conversion and interface development, address the method of conversion, strategies for testing, verification, validation, contingencies, and security.

Manatron will provide Services required to convert all property tax data from legacy sources to IPTMS environments to support testing, training, deployment, reporting, and production activities. This includes, but is not limited to:

- Provide a mapping table to document the mapping of the County's legacy data fields to IPTMS
- Provide the County with an Entity Relationship Diagram (ERD) and a Data Dictionary (DD) or other mutually agreeable documentation defining the relationships of tables within the implemented application's database.
- Verify extracted data
- Perform any data cleansing and transformation to IPTMS formats
- Load extracted data into IPTMS

The County will provide resources to extract required data from the legacy sources. Through these resources, the County will:

- Provide an extract of data from County's legacy system into a machine-readable format as mutually agreed with Manatron.

2.1.2.4 Testing

Manatron will provide all plans and services required to test IPTMS. This includes all unit testing, system testing, integration testing, regression testing, stress testing, performance testing, load testing, and data conversion testing.

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 generate all test plans, test procedures, and test data required to fully test IPTMS. These deliverables must identify the testing strategy and methods for verifying the accuracy of information for transaction processing, interfaces, data conversion, and reports.

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Manatron will provide the County with all test results for County approval. The test results will identify all test outcomes, anomalies, and corrective actions.

Manatron will install or provide access to mutually agreeable problem reporting and tracking system (i.e. defect tracking system) to track system and data conversion defects and issues.

Manatron will assist and provide Phase Maintenance and Support Services to the County for User Acceptance Testing. Manatron will provide test scenarios and test cases developed and used during Manatron internal testing that the County may use in addition to County-developed user acceptance test scenarios and test cases.

Attachment ATP describes the requirements for acceptance tests which shall be the baseline for the Acceptance Test Plan.

2.1.2.4.1 IPTMS Acceptance Criteria

Manatron is responsible for providing professional and successful completion of the work within the project timeframe. The IPTMS project will be considered complete when the following criteria have all been met by Manatron:

1. Completion and delivery of all required Project Initiation deliverables
2. Completion and delivery of all required Documentation and System Documentation, including but not limited to:
 - a. Entity Relationship Diagram
 - b. Data Dictionary
 - c. User training materials
 - d. User manuals
 - e. System Documentation for System support and technical support staff
3. Completion of all Services required to design/configure/customize IPTMS based on the requirements of this Agreement, including but not limited to:
 - a. System design
 - b. Implementation
 - c. Data Conversion
4. Completion of all required testing and associated documentation, including but not limited to:
 - a. Generation of all test plans, test scenarios/procedures and test data required to test fully the System
 - b. Delivery of all test scenarios and test cases developed and used during Manatron's internal testing that the County may use in addition to County-developed user acceptance test scenarios and test cases

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- c. Completion of data conversion testing
 - d. Completion of all product testing (unit testing, system testing, regression testing, integration testing, stress testing, performance testing, and load testing)
 - e. Successful completion of User Acceptance Testing, ensuring that the System is functioning correctly, generates acceptable results with no known defects outstanding, and provides the functionality agreed in Attachment REQ.
 - f. Documentation of testing results
 - g. Completion of Final Acceptance
- 5. Completion of all training and knowledge transfer required for all applicable County departmental personnel and for providing business process expertise required to operate and support IPTMS.
 - 6. Assurance that all pre-requisites for System deployment have been completed
 - 7. Successful deployment of the System into all required environments
 - 8. A Final Acceptance form will be presented to the County for agreement and execution indicating completion and acceptance of the project.

2.1.2.5 Training/Knowledge Transfer

Manatron will provide onsite Services to train County personnel on the usage of IPTMS and CAMA.

Manatron will generate all training materials required to execute training.

Manatron will provide all training and associated technical documentation required for County staff to maintain IPTMS applications.

Manatron will provide training as specified in Attachment TRN. Training will be scheduled in coordination with the County and the deployment schedule, to ensure a smooth transition to IPTMS.

To furthermore ensure this smooth transition, Manatron will provide the County with knowledge and assistance to enable the County to develop a viable Organizational Change Management Plan. Manatron's assistance will include, but is not limited to, identifying what the organizational changes should be, ascertaining methods to market and promote IPTMS to County staff, identifying organizational change management roles and responsibilities, selecting and cultivating power users, and building momentum and acceptance of IPTMS at the proper time. Organizational change management efforts will be incorporated into Manatron's Communication Management Plan, Test Plan, and Training Plan. Manatron will provide recommendations on organizational change management best practices and lessons learned from past projects. The County will make its best efforts to execute the Organizational Change Management Plan.

Manatron will provide Services for report development support, onsite report development mentoring, data views, training, report information retrieval, data warehouse training, and other factors in consideration of the option of having the County take responsibility for report development.

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To support County report development and testing, Manatron will provide sample data from other California counties (e.g. Santa Cruz). Manatron will provide documentation such as data dictionary details, PowerDesigner database, tools, and other facilities to support report development.

2.1.2.6 Deployment

Following User Acceptance Testing, Manatron and the County will begin the transition of business operations to IPTMS. Deployment plans for this transition shall be developed during design.

Manatron will provide services to deploy the IPTMS applications into all environments as cited in Section 2.3 of this Attachment during the period of performance of this Agreement.

The building of Software releases will be performed in County hosted Software environments.

The County will provide resources to extract required data from the legacy sources. Manatron will provide Services to convert data from the legacy sources to the IPTMS environments to support the deployment.

The retirement of the County's property tax systems will be accomplished through a multi-phased approach. In each phase, each department will implement new features in IPTMS and retire the associated features in the legacy property system. This phased approach will require the development and maintenance of transitional interfaces between the County's legacy property tax system and Manatron's IPTMS System. These interfaces exist during IPTMS module development and deployment. They exist until legacy system modules retire. Manatron will provide all Services required to implement these transitional interfaces with legacy systems. The County will provide resources to interface with the legacy applications.

2.1.2.7 Maintenance and Support Services

Manatron will provide on-going annual application support and knowledge transfer to County maintenance staff for IPTMS. Maintenance and Support Services includes upgrades, bug fixes, patches, and other technical support for the County staff to operate and maintain IPTMS. Maintenance and Support Services will include professional Services to complete the upgrades, including data conversion, deployment, interface maintenance, and all related products and Services.

As part of all Maintenance and Support Services, Manatron will monitor proposed and enacted legislative changes that impact California property tax codes, laws, and regulations and Manatron shall complete System modifications required to ensure that IPTMS is in compliance with applicable tax codes, laws, and regulations.

For CAMA, Manatron will provide Maintenance and Support Services for the CustomCAMA and Personal Property rich client UI until the County approves the migration of functionality to the browser-based version of CustomCAMA and Personal Property.

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Attachment MNT further identifies details on Maintenance and Support Services.

2.1.2.8 Source Code Escrow

Manatron shall deposit all media for all proprietary products and all associated development tools into a Source Code Escrow for use by the County.

The terms of the Source Code Escrow are specified in Attachment SCE.

2.2 Project Initiation

Project Initiation tasks begin project operations and management. Project Initiation deliverables must be completed prior to the completion of the Fit/Gap Analysis.

2.2.1 Objective

This task creates plans and details to assure governance compliant with the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) to promote effective and efficient project management.

2.2.2 Task Description

Project Initiation tasks create project management deliverables during the first phase of the project. These are maintained throughout the project.

2.2.3 Responsibilities

Manatron must create the Project Initiation deliverables.

The County must review the deliverables. Subject to mutual agreement, the County will approve and accept the deliverables in writing.

2.2.4 Completion Criteria

Manatron must create the deliverables defined below for the Project Initiation task.

The task is complete when the County approves in writing of the deliverables as specified in the sections below.

2.2.4.1 Project Management Plan

The Project Management Plan describes how the project management team will manage and execute the project. The plan must include the following:

- a. The project management processes selected by the project management team
- b. The level of implementation of each selected process
- c. The descriptions of the tools and techniques to be used for accomplishing those processes

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- d. The selected project life cycle and, for multi-phase projects, associated project phases
- e. How the selected processes will be used to manage the project, including the dependencies and interactions among those processes and the essential inputs and outputs
- f. How work will be executed to accomplish the project objectives
- g. How changes will be monitored and controlled
- h. How configuration management will be performed
- i. How the integrity of the performance measurement baselines will be maintained and used
- j. The needs and techniques for communication among stakeholders
- k. Key management reviews for content, extent, and timing to facilitate addressing open issues and pending decisions

The Project Management Plan addresses these issues as sections within the plan or as separate documents as defined in the following subsections. These include:

- 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

2.2.4.1.1 Schedule Management Plan

The Schedule Management Plan establishes how schedule management will be carried out in the project. It serves as guidance for the scheduling process. It formats and defines the roles and responsibilities for stakeholders in those processes. It does not provide detailed schedule information, but instead explains how that information will be captured, expressed, and modified.

The Schedule Management Plan includes descriptions of required documents (e.g. network diagrams, Gantt charts, milestone charts), as well as insight on how those documents may be developed.

The County requires the use of Microsoft Project for project scheduling and for Project Management Plan development.

2.2.4.1.2 Scope Management Plan

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The Scope Management Plan describes how the team will define the scope, develop the detailed scope statement, define and develop the work breakdown structure, verify the scope and control the scope of the project.

The components of the Scope Management Plan include:

- a. A process to describe the preparation of a detailed scope statement based upon the preliminary project scope statement
- b. A process that enables the creation of the Work Breakdown Structure (WBS) from the detailed project scope statement
- c. A process that specifies how formal verification or acceptance of the completed project scope statement and its companion WBS will be obtained
- d. A process to control how requests for changes to the detailed project scope statement will be processed. This identifies an integrated change control process for administrating these changes.

2.2.4.1.3 Issue Management Plan

The Issue Management Plan describes how the project will contend with environmental, cultural, technical, and project-specific concerns that either exist or will inevitably come to pass. By definition, issues are conditions that require attention. They differ from risks, which may or may not occur. The Issue Management Plan identifies concerns that must be acknowledged or addressed in the performance of the project.

2.2.4.1.4 Quality Management Plan

The Quality Management Plan provides guidance on how quality will be measured and ensured on the project through design reviews, documentation, and other protocols. It gives management a clear understanding of how quality will be monitored and maintained throughout the life of the project. It identifies all metrics and documentation that describe or otherwise affect quality management in the project.

Quality control checkpoints will be identified to detect and correct any quality deviations for work and deliverables throughout the course of the project. Specific areas include:

- Code reviews, inspections, testing
- Independent quality audits
- Quality metrics and measurements
- Defect tracking and reporting

Specific tasks for quality management must be addressed in the plan. These include:

- Standards and procedures
- Quality reporting and documentation

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- Analysis and detection
- Defect Prevention
- Process Improvement

2.2.4.1.5 Change Management Plan

The Change Management Plan is the definition of the formal process for making changes to the project's original scope. It generally involves redefining existing objectives and deliverables or specifying new project objectives and deliverables.

2.2.4.1.6 Risk Management Plan

The Risk Management Plan is a document that is intended to foresee risks, to estimate the impacts, and to create response plans to mitigate the risks. The Risk Management Plan contains an analysis of likely risks with both high and low impact, as well as mitigation strategies to help the project avoid being derailed should common problems arise.

2.2.4.1.7 Resource Management Plan

The Resource Management Plan describes how and when project team members will be acquired, the criteria for releasing them from the project, the identification of training needs and the impacts to the organization.

2.2.4.1.8 Communications Management Plan

The Communications Management Plan defines the communication requirements for the project and how information will be distributed. All communication channels must be addressed including but not limited to meetings, documents, media, email, the internet, and all applicable venues. Details will include:

- a. Communication requirements based on roles
- b. What information will be communicated
- c. How the information will be communicated
- d. When will information be distributed
- e. Who does the communication
- f. Who receives the communication

Manatron will be required to participate in the following meetings and provide the associated written deliverables:

Meeting	Deliverable(s)
Weekly status meeting	<ul style="list-style-type: none"> • Agenda • Current Risk Register and current Issues list • Meeting Minutes and action items distributed

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	following meeting
Monthly status meeting	<ul style="list-style-type: none"> • Agenda • Formal Status Report • Updated Project Management Plan • Updated Project Management Plan and Status Report distributed following meeting
Quarterly Steering Committee meeting	<ul style="list-style-type: none"> • Meeting Agenda • Project Overview • Meeting Minutes and action items distributed following meeting

2.2.4.1.9 Configuration Management Plan

The Configuration Management Plan defines the process by which work product integrity is maintained using configuration identification, configuration control, configuration status, and configuration audits. The plan must address the following topics:

- a. Establishing Baselines
- b. Tracking and Controlling Changes
- c. Version Control
- d. Identification
- e. Maintaining Integrity

The Configuration Management Plan must include details for controlling and administrating all project deliverables including but not limited to hardware, software, documentation, data, and media.

2.2.4.2 Other Project Initiation Deliverables

Project Initiation includes other deliverables that describe directions taken throughout the project. As such, they must be defined early in the project life cycle due to their impact on the work tasks to be performed. These include:

- Phased Implementation Plan
- Transitional Interface Plan
- Application Architecture
- Technical Architecture
- Entity Relationship Diagram
- Data Dictionary
- Test Plan
- Training Plan
- General System Requirements Confirmation

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2.2.4.2.1 Phased Implementation Plan

This Phased Implementation Plan defines the implementation phases for the IPTMS project by department, functional area and process. Manatron is required to update this document based on the actual implementation.

The Phased Implementation Plan must itemize details for all system component deliverables. These include but are not limited to:

- IPTMS
 - GRM as adjusted for Riverside County to meet IPTMS requirements
 - GRM e-Government services
 - GRM Recorder (license rights for optional future use)
 - GRM Data Mart
 - Other GRM

- CAMA
 - current rich-client implementation
 - future browser-based implementation

2.2.4.2.2 Transitional Interface Plan

The Transitional Interface Plan describes the plan for approaching the transitional interfaces required to support the Phased Implementation Plan. The Transitional Interface Plan must address the interfaces required to support the on-going operations of the legacy systems and IPTMS throughout the phased implementation. The plan should describe the general approach to the transitional interfaces, selected tools and techniques, descriptions of what information is required to be exchanged between legacy and phased systems, and interface approach alternatives.

2.2.4.2.3 Application Architecture

The Application Architecture has two components: functional architecture and software architecture. The functional architecture should describe the architecture from a functional component or module view of the application as prescribed in the Conceptual Architecture requirement document. It should focus on the interaction between the individual functions within the PTMS and between the individual departmental PTMSs. The software architecture should describe the architecture from a software module perspective relative to the Conceptual Architecture requirement document.

2.2.4.2.4 Technical Architecture

This deliverable will describe the Technical Architecture required to support the development and implementation of the application in addition to the production environment. The Technical Architecture must describe the following:

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- a. Hardware Environment
- b. Operating System Environment
- c. Network Environment
- d. Security (Authentication)

2.2.4.2.5 Entity Relationship Diagram

The Entity Relationship Diagram (ERD) provides a graphical model of data used and stored in IPTMS. The ERD represents data in an abstract view independent of IPTMS processes. It describes data entity attributes and the relationships among data entities.

2.2.4.2.6 Data Dictionary

This deliverable will describe all data and data characteristics. The descriptions include but are not limited to:

- a. Name
- b. Meaning
- c. Relationships to other data
- d. Origin
- e. Usage
- f. Format
- g. Access rights
- h. Frequency of access

2.2.4.2.7 Test Plan

The Test Plan forms the framework within which the test team will work throughout the project. It directs and guides the test effort. It focuses work on test deliverables. It communicates the intent of the effort to stakeholders. The Test Plan captures the following informational elements:

- a. The definition of the goals and objectives of the test effort within the scope of the iteration (or project)
- b. The definition of the targeted test items
- c. An explanation of the approach or strategy that will be used
- d. The resources and schedule required
- e. The deliverables to be produced

2.2.4.2.8 Training Plan

The Training Plan outlines the activities required to design, develop and deliver a training program. It outlines the objectives, needs, strategy, and curriculum to be addressed when training users on a new or enhanced system.

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2.2.4.2.9 General System Requirements Confirmation

The General Systems Requirements Confirmation documents Manatron's confirmation and elaboration of the General System Requirements as defined in Attachment REQ.

2.3 Build System Environments

Build IPTMS environments for use throughout all phases of the project.

2.3.1 Objective

This task builds IPTMS environments for development, testing, reporting, and operational use of project deliverables.

2.3.2 Task Description

Create and build the requisite system environments beginning in the first implementation phase of the project. The development and test environments are used throughout all project phases. Other production environments are used in deployment.

2.3.3 Responsibilities

Manatron specifies the hardware, software, network configuration, and associated details for the environments.

Manatron provides technical advisory support for the environments.

The County procures the equipment, software, and services.

The responsibilities for installing and configuring the equipment, software, and services will be determined based on the options selected in Attachment PRC.

2.3.4 Completion Criteria

Task completion is defined as County acceptance of the deliverables identified in the following subsections.

2.3.4.1 Development Environments

The development and test environments are used throughout all project phases. They must be installed in the Project Initiation phase to be available throughout subsequent phases.

These environments are identified in the subsections below.

2.3.4.1.1 Implement Configuration Management Environment

The Configuration Management Environment implementation provides the complete environment to manage the building and deployment of the IPTMS solution.

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2.3.4.1.2 Implement Development Environment

The Development Environment implementation provides the complete environment to perform the integrated development and builds of IPTMS by the development team. Software releases must build in this environment upon receipt from Manatron. The builds from this environment are those to be used in subsequent stages of testing, certification, and release.

2.3.4.1.3 Implement Testing Environment

The Testing Environment implementation provides the formal testing environment to be used by the test team for the IPTMS solution. This environment supports the various stages of testing of software builds prior to their consideration as release candidates.

2.3.4.2 *Production Environments*

The Production Environments are used in the following timeframes:

- a. after development
- b. before, during, and after deployment

They must be installed in the later stages of development but before any releases of software for deployment. These scheduling details must be cited in the detailed Project Management Plan. These environments must be available for software releases in all phases.

These environments are identified in the subsections below.

2.3.4.2.1 Implement Quality Assurance Environment

The Quality Assurance (QA) Environment implementation provides the environment for training and user acceptance testing.

2.3.4.2.2 Implement Certification Environment

The Certification Environment implementation provides the environment for validating final release candidates of production software builds. This is a pre-production staging area for software being considered for production release. The software deployed in this environment will match that of the current (but not yet deployed) production build candidate. It is used to validate software releases in a production-like environment as a final stage of testing and certification before full deployment into the actual production environment.

2.3.4.2.3 Implement Reporting Environment

The Reporting Environment implementation provides the environment for ongoing report generation. The Reporting Environment is separate from the Production Environment to eliminate any performance impacts that might result from an overlap. The Reporting Environment produces any System reports and correspondences that may be mandated by law,

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as needed for operations, produced on-demand / ad-hoc, or as otherwise needed to support property tax operations.

2.3.4.2.4 Implement Handheld Field Device Environment

The Handheld Field Device Environment consists of portable mobile computing devices and portable communications equipment used for CAMA and other IPTMS mobile workforce operations.

2.3.4.2.5 Implement Production Environment

The Production Environment implementation provides the environment for the production deployment and on-going operations of the IPTMS and CAMA applications.

2.4 Departmental Phased Deliverables

The Departmental Phased Deliverables apply to software releases developed for each of the property tax departments spanning incremental phases of the project

2.4.1 Objective

This task produces IPTMS releases in phased increments for each of the property tax departments.

The scheduling of the phases provides IPTMS capabilities with increased levels of functionality according to IPTMS requirements in phases of six (6) to nine (9) months in duration. The end result is a complete IPTMS consistent with IPTMS requirements.

2.4.2 Task Description

The Departmental Phased Deliverables will be created for software releases as applicable to each of the property tax departments (ACR, ACO and TTC) for each of the phases of the project. Specific details for the phased implementation will be as mutually agreed between the parties and as documented in the Project Management Plan referenced in Section 2.2.4.1 and as further refined in the Phased Implementation Plan described in Section 2.2.4.2.1.

2.4.3 Responsibilities

Manatron must confirm compliance with IPTMS requirements.

Manatron must develop, build, test, release, implement, and deploy each of the Departmental Phased Deliverables according to the details of the Phased Implementation Plan.

Manatron must create training materials for each of the Departmental Phased Deliverables according to the details of the Phased Implementation Plan.

The County must provide subject matter expertise to direct Manatron implementation of the Departmental Phased Deliverables.

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The County must approve of Manatron compliance with IPTMS requirements.

The County must approve of Departmental Phased Design deliverables prior to any Manatron development.

The County must approve of Departmental Phased test results prior to any deployment.

The County must approve of Departmental Phased Training Materials before any training begins.

2.4.4 Completion Criteria

Task completion is defined as County acceptance of the deliverables identified in the following subsections.

2.4.4.1 Departmental Phased Requirements Confirmation

The Phase Requirements Confirmation documents the confirmation and elaboration of the IPTMS requirements by department and by phase. This deliverable addresses the associated requirements for the each phase in the project, based on the Phased Implementation Plan. This confirmation must complete prior to the beginning of any development work in any of the project phases. Any refinements or adjustments to requirements must be thoroughly documented for traceability in the IPTMS requirement repository

2.4.4.2 Departmental Phased Design Specifications

The Departmental Phased Design Specifications detail how to design, configure, customize, and otherwise implement IPTMS solutions by department and by phase consistent with applicable requirements and specifications. This deliverable specifies design details for each departmental functional area and business process to be implemented during the target phase as defined in the Phased Implementation Plan. This design must complete prior to the beginning of any development work in any of the project phases. The design must include:

- a. The implementation of product software or frameworks
- b. Design details for customized or custom-developed software
- c. User interface details
- d. Data interface details between the PTMSs, GRM CustomCAMA and Personal Property system, handheld devices, and other systems defined in the requirements
- e. Physical data model details to support the implementation
- f. Transitional interface details required to support the implementation; and
- g. Annotate entries in Optimal Trace for requirements traceability on Fit/Gap Analysis findings, test cases, bug/issue reporting, and other factors affecting requirements throughout the Software Development Life Cycle.

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Manatron will provide specifications for the hardware, software, and network subsystems required to host IPTMS and to meet System performance requirements. Hardware specifications will include those for handheld field devices.

Deliverables related to the phased designs include:

- Detailed hardware, software, and network specifications
- Requirements Confirmation and Fit/Gap Analysis Report
- Detailed Solution Design

2.4.4.3 Departmental Phased Software Development and Test

For each department and for each phase as defined in the Phased Implementation Plan, develop, unit test, and integration test all departmental phase software solutions.

2.4.4.4 Departmental Phased Transitional Interface Development and Test

For each department and for each phase as defined in the Phased Implementation Plan, develop, unit test, and integration test all departmental phase transitional interfaces. These interfaces provide operational services between the IPTMS departmental phase software and the County's legacy property tax system applications.

2.4.4.5 Departmental Phased System Test and Data Development

For each department and for each phase as defined in the Phased Implementation Plan, create detailed System Test Plans, System Test Procedures, and associated System Test Data. This test and data development must complete prior to the beginning of any System Test execution.

2.4.4.6 Departmental Phased Stress/Performance/Load Test and Data Development

For each department and for each phase as defined in the Phased Implementation Plan, create detailed Stress/Performance/Load Test Plans, Stress/Performance/Load Test Procedures, and Stress/Performance/Load Test Data. This test and data development must complete prior to the beginning of any Stress/Performance/Load Test execution.

2.4.4.7 Departmental Phased User Acceptance Test and Data Development

For each department and for each phase as defined in the Phased Implementation Plan, create detailed User Acceptance Test Plans, User Acceptance Test Procedures, and User Acceptance Test Data. This test and data development must complete prior to the beginning of any User Acceptance Test execution.

2.4.4.8 Departmental Phased System Test Execution

For each department and for each phase as defined in the Phased Implementation Plan, execute System Tests according to the details of the System Test Plans and System Test

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Procedures using the associated System Test Data. Publish System Test results. For each test case, record status with respect to approved pass/fail criteria.

2.4.4.9 Departmental Phased Stress/Performance/Load Test Execution

For each department and for each phase as defined in the Phased Implementation Plan, execute Stress/Performance/Load Tests according to the details of the Stress/Performance/Load Test Plans and Stress/Performance/Load Test Procedures using the associated Stress/Performance/Load Test Data. Publish Stress/Performance/Load Test results. For each test case, record status with respect to approved pass/fail criteria.

2.4.4.10 Departmental Phased Training Material Development

For each department and for each phase as defined in the Phased Implementation Plan, create Departmental User Training Materials. Manatron will use the training materials to train-the-County-trainers. The County trainers will use the same materials to train departmental end users.

2.4.4.11 Departmental Phased Train-the-Trainers Sessions

For each department and for each phase as defined in the Phased Implementation Plan, provide Train-the-Trainer Sessions. Perform this training with sufficient lead time to permit County trainers to adequately train end users in the use of Departmental Phased deliverables.

2.5 IPTMS Phased Deliverables

The IPTMS Phased Deliverables apply to IPTMS system-level details for each of the implementation phases of the project.

2.5.1 Objective

This task resolves the enterprise system-level details required to integrate property tax departmental components to produce an incrementally functional IPTMS for each of the implementation phases of the project.

The scheduling of the phases provides IPTMS capabilities with increased levels of functionality according to IPTMS requirements in phases of six (6) to nine (9) months in duration. The end result is a complete IPTMS consistent with IPTMS requirements.

2.5.2 Task Description

The IPTMS Phased Deliverables task implements the IPTMS system incrementally throughout each of the phases of the project. Specific details for the phased implementation will be as mutually agreed between the parties and as documented in the Project Management Plan referenced in Section 2.2.4.1 and as further refined in the Phased Implementation Plan described in Section 2.2.4.2.1.

2.5.3 Responsibilities

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Manatron must develop, build, test, release, implement, and deploy each of the IPTMS Phased Deliverables according to the details of the Phased Implementation Plan.

The County must provide Subject Matter Expertise to direct Manatron implementation of the IPTMS Phased Deliverables.

The County must approve of IPTMS Phased Deliverable test results prior to any deployment.

2.5.4 Completion Criteria

Task completion is defined as County acceptance in writing of the deliverables identified in the following subsections.

2.5.4.1 IPTMS Phased Inter-Departmental Interface Development and Test

For each phase as defined in the Phased Implementation Plan, develop, unit test, and integration test software required to support IPTMS inter-departmental interfaces.

2.5.4.2 IPTMS Phased System Test Execution

For each phase as defined in the Phased Implementation Plan, execute departmental System Tests according to the details of the System Test Plans and System Test Procedures using the associated System Test Data as integrated with all departmental PTMSs to ensure that IPTMS performs predictably with each department's deployable PTMS.

2.5.4.2.1 Publish System Test results

For each test case, record status with respect to approved pass/fail criteria.

2.5.4.3 IPTMS Phased User Acceptance Test Execution

For each phase as defined in the Phased Implementation Plan, execute departmental User Acceptance Tests according to the details of the User Acceptance Test Plans and User Acceptance Test Procedures using the associated User Acceptance Test Data as integrated with all departmental PTMSs to ensure that IPTMS performs predictably with each department's deployable PTMS.

2.5.4.3.1 Publish User Acceptance Test results

For each test case, record status with respect to approved pass/fail criteria.

2.5.4.4 IPTMS Phased Deployment Plan Development

For each phase as defined in the Phased Implementation Plan, document an IPTMS Phased Deployment Plan. Each deployment plan will enumerate the steps required to prepare the environments, implement the product, convert legacy data, implement transitional interfaces, bring IPTMS live, retire any legacy applications, and perform any other operations to deploy an IPTMS phased release.

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2.5.4.5 IPTMS Phased Data Conversion

For each phase as defined in the Phased Implementation Plan, convert data as required to support the deployment of IPTMS. The source of this data is the County's legacy property tax systems. This data must be cleansed, transformed, and imported into the new IPTMS for ongoing operations.

2.5.4.6 IPTMS Phased Production Software Implementation

For each phase as defined in the Phased Implementation Plan, implement the accepted and approved IPTMS software for operational production use by the property tax departments.

2.6 Maintenance and Support Services

Maintenance and Support Services are intended to enhance and extend the life of IPTMS.

2.6.1 Objective

This task provides technical services to continue IPTMS stability throughout its life beyond initial development and implementation.

2.6.2 Task Description

Provide resources and services according to the service level agreement details cited in Attachment MNT.

2.6.3 Responsibilities

Manatron provides Maintenance and Support Services.

2.6.4 Completion Criteria

Refer to Attachment MNT for service level agreement details.

Attachment TRM Termination

1 General

This Attachment TRM sets forth the circumstances and procedures associated with the various options for termination under this Agreement. If at any point, one or more, but not all County departments decide not to proceed with this Agreement, the Agreement will not terminate and instead the Change Management process as stated in the Attachment CHG will be applied to redefine the terms of the Agreement.

2 Term

This Agreement will commence on the Effective Date and continue through the expiration of all future Maintenance and Support Service periods, subject to renewal by County, unless terminated sooner in accordance with the express terms of this Agreement. The County and Manatron may mutually agree, in writing, to extend this Agreement by amendment.

3 Termination for Convenience

The County may terminate this Agreement at any time upon thirty (30) County business days written notice to Manatron. In the event that the County serves such notice upon Manatron, Manatron shall immediately cease any and all project work and the accrual of costs associated with the project to the County. The County will pay Manatron for all Services duly rendered through to the date of notification of the intent to terminate. The County and Manatron agree to negotiate in good faith to determine the amount due to Manatron, provided that such amount shall be calculated based on the percentage completion of each milestone for which Manatron has commenced work as of the date of termination.

4 Termination for Breach

If Manatron fails to begin work at the time specified, or persistently disregards laws, ordinances, or instructions of the County, or repeatedly fails to provide sufficient personnel or materials to ensure the proper completion of the terms of the Agreement, or performs Services not in conformance with terms of this Agreement or other agreed-upon specifications, or neglects or refuses to re-perform any Services that have been rejected as defective and unsuitable, or discontinues the Services without authorization by the County, or becomes insolvent or declares bankruptcy, or commits other material breach of this Agreement, the County shall give Manatron thirty (30) County business

Attachment TRM Termination

days prior written notice of its intent to terminate. If Manatron has not cured the defects identified by the County or dismissed the bankruptcy or other action within the notice period, then County shall have the right to terminate the Agreement effective immediately as of the end of the notice period. In addition to termination, the County reserves the right to pursue all of its legal and equitable rights and remedies upon a termination for breach.

5 Termination at Thresholds

5.1 *Post Fit/Gap Architectural Validation*

Following the Fit/Gap Architectural Validation of the project, the County shall have thirty (30) County business days to make a decision to move forward with the Full Fit/Gap Analysis, or terminate the Agreement in whole for any reason. This decision shall be stated in writing. The County reserves the right to notify Manatron at any time during the thirty (30) day period of its intent to move forward with the project. In the event that the County elects to terminate the project in whole at the completion of the Fit/Gap Architectural Validation, it shall have no financial obligations to Manatron related to this Agreement.

5.2 *Post Full Fit/Gap Analysis*

The County shall have the right to classify certain items produced by the Full Fit/Gap Analysis as being "Critical" to the overall delivery of the Software. In order to qualify as Critical, the item must meet one of the following criteria:

- The item has a significant business and/or operational impact to the County, or
- The item cannot be addressed through a County-approved business process change within County operations, or
- The item cannot be addressed through configuration of the Software.

If Manatron cannot correct a Critical item to the County's satisfaction, the County may terminate this Agreement upon thirty (30) County business days written notice. If this occurs, the County's sole financial obligation to Manatron under this Agreement shall be the first annuity payment as specified in Attachment PRC.

If the County terminates for convenience at the completion of the Full Fit/Gap Analysis, the County shall have up to thirty (30) County business days to notify Manatron of such termination. If this occurs, the County agrees to pay the amount specified in Attachment PRC. This amount is Manatron's best estimate of the cost to Manatron that would be incurred if such termination occurs. If this termination occurs, Manatron shall

Attachment TRM Termination

provide the County with a full accounting of charges to the project up to the date of notification of such termination. If the actual costs incurred by Manatron are less than this amount stated in Attachment PRC, the County shall be obligated to pay only the lesser amount. However, the County shall in no case be required to pay more than the amount stated in the Attachment PRC for termination for convenience at this threshold.

5.3 Failure to Resolve High Priority Production Issues

The County may terminate this Agreement, in whole or in part, for a failure by Manatron to remedy a Priority 1 or 2 issue as defined in Attachment MNT during and following the User Acceptance Testing period leading up to Go-Live of the Software. Once the Software is in production at Go-Live, the County's ability to invoke this refund shall terminate. If the County does rightfully invoke this Section of the Agreement, the County may terminate this Agreement upon thirty (30) County business days written notice and shall be entitled to a full refund of all payments made to Manatron related to this Agreement and the County shall have no further financial obligations to Manatron related to this Agreement. This refund shall be due and payable to the County within ninety (90) County business days of the County's notice to terminate.

6 Procedures upon Termination

Upon termination of this Agreement, Manatron shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Manatron in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Manatron to retain. Any County data that is required to be returned to the County under this Agreement shall be provided in a County proscribed format. Data will be provided at no additional cost to the County, provided the County provides Manatron with instructions for formatting of said data. To the extent provided in this Agreement, the County will have perpetual fully paid license rights to such materials.

In the event of such termination, Manatron will work in good faith with the County to provide transitional services to enable the County to implement an acceptable replacement system. Manatron shall provide Services as required by the County at rates specified in Attachment PRC. In addition, Manatron shall allow the County to use the Software until the County's replacement system is fully operational.

Attachment TRM Termination

Upon the County's request and for compensation at the rates set forth in Attachment PRC, Manatron will also provide reasonable training for County personnel and other transition services during the applicable termination notice period and for up to ninety (90) County business days following termination, as reasonably requested by the County.

In the event of any termination by the County under the Agreement, the County will pay the undisputed contractual payments due to Manatron for Services provided before the date of such termination.

7 Effect of Termination

The termination of this Agreement shall not affect the County's rights to the Software pursuant to the Agreement, provided that County has paid all Software license fees set forth in the Attachment PRC and County is not in material breach of this Agreement. If County terminates this Agreement prior to the payment of all Software license fees, or if County is in material breach of this Agreement at the time of termination, County shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. County shall certify such action in writing to Manatron within thirty (30) County business days after the termination date.

8 Survival

Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, those described in the Confidential Information section of the Agreement, shall survive termination of this Agreement.

9 Performance Bond

No later than thirty (30) calendar days after the Effective Date of this Agreement, Manatron shall provide the County with a Performance Bond, issued by a surety admitted in California to guarantee Manatron's performance of this Agreement. The amount of coverage for this bond and the estimated cost of the bond to Manatron are included in the Attachment PRC.

Attachment TRN Training

1 General

This Attachment TRN describes the training terms as required by the County for the development and implementation of IPTMS. The requirements stated in this Attachment TRN are not intended to relieve Manatron of requirements stated elsewhere in the Agreement.

1.1 General Requirements

Manatron will be responsible for providing a detailed Training Plan that must be approved by the County. The Training Plan will describe approaches for train-the-trainer and end user training that may be applied. These will include classroom training, web/online training, conference calls, on-the-job training, tutorials, and other forms of applicable training. This plan shall indicate the training schedule and curriculum, list of materials, duration of training, and the requirements for training (facility and other).

2 Responsibilities

Manatron's responsibilities include the following:

- Manatron will provide a detailed and comprehensive training plan and schedule
- Manatron trainers will be full-time Manatron employees who are experienced instructors and software specialists trained on specific modules and often cross-trained on applications within the product family. In addition to their backgrounds with the product and experience as trainers, the training staff is often involved in product improvement through quality assurance testing. Manatron trainers work closely with its Technical Communications department, assuring inclusion of specifics in the online help module and training materials.
- Manatron will provide all training materials and documentation (trainer and end-user manuals), a training database, and eLearning modules (24/7 access)
- Manatron will provide all functional/system administration training
- Manatron will provide all database/technical training and documentation required to maintain the IPTMS applications and full documentation for installation
- Manatron will provide informal training to County test writers on application functionality.
- Manatron will provide training documentation on software releases and updates
- Manatron will provide training and mentoring on the reporting database including ad hoc querying and SQL Server Reporting Services (SSRS) report training
- Manatron will work with the County to evaluate the knowledge levels and specific training needs of County staff
- Manatron will provide training using County data
- Manatron will provide mentoring and monitoring of County trainers

Attachment TRN Training

- Training may include both train-the-trainer and end-user training
- County trainers will participate in classroom training sessions as “end users” during application and configuration training. Upon completion of this training, the County trainers participate in a one-day Methods and Materials classroom session. An additional five days of Mentoring-the-Trainers allows Manatron trainers to shadow the County trainers during their initial training days
- Manatron will provide training and mentoring on the GRM SDK

The County responsibilities include the following:

- County will review and approve the training plan and schedule
- County will provide training facilities with PCs for each person
- County will identify staff that will attend the training sessions based on their primary responsibilities
- County will provide staff with practice time after training

County will provide written acceptance upon completion of the training provided by Manatron.

2.1 Classroom Training Methodology

Manatron’s training methodology follows a “Preview, Do and Review” format:

- The “Preview” phase is provided through multimedia training delivered CD format. Completion of this material is a pre-requisite to attending the classroom sessions
- The “Do” phase of training is delivered in a classroom setting. It is instructor-driven and conducted in an intensive hands-on, ‘listen-and-do’ setting
- The “Review” phase of training is delivered in the classroom in the form of laboratory exercises created using real life work documents from the installation site

2.2 CAMA Training

In addition to the details cited above, CAMA training must include end user training of the system and handheld field devices, training on the reporting database, functional/system administration training, and database/technical training suitable to enable ACR and other County staff to operate and support the GRM CustomCAMA and Personal Property system. Manatron will provide all necessary training materials as identified in the accepted training plan. Manatron will conduct GRM CustomCAMA and Personal Property live training in formal classroom sessions and will provide access to web-based e-learning sessions and online tutorials. Manatron will provide all training documentation and user manuals. Manatron will provide informal training to County test writers on application functionality. Manatron will provide all technical training and documentation required for ACR and other County staff to maintain and configure the CAMA system.

Attachment TRN Training

2.3 GRM Training

A sample Train-the-Trainer course for GRM includes the following:

- Train-the-Trainer Type of Training
- GRM eLearning & Classroom
- Records and Trainer Workshop eLearning & Classroom
- Security, Appsettings & Configuration OJT & Classroom
- Mentoring the Trainers OJT & Conference Calls
- Technical Training OJT & Conference Calls
- Cyclical TAX Training Live Web-based training
- The Records and Trainer Workshop curriculum includes GRM training materials, classroom methodology, approaches to adult education and a mock training opportunity for the County's trainers.

2.4 Facilities

The County will provide the training facilities. There will be a maximum of twelve (12) participants per class with one person per PC. Other equipment as needed may include:

- Projector for the instructor
- White board
- Flip chart
- Validator for cashiering training
- Wand scanner for PPA training
- Additional training resources

After initial training, the following resources shall be available to County staff:

- The training database (maintained by the County) shall be available at all times during initial training and after Go-Live.
- eLearning modules from <http://connexion.manatron.com> shall be available 24/7
- Training materials can be downloaded from Manatron's Customer Connexion site
- User Training Assessment/Progress
- GRM provides an online user Learning Survey instrument on the Customer Connexion site. Users can complete this training survey on the web and submit it to Manatron for compilation.
- Manatron's Learning Management System provides a Learning Resource Module for web-based end-user assessment. Assessment is provided at the end, and the County can design and customize the topics and questions presented. Specific lessons can be loaded for the work processes in County offices. The user signs in, tracks their own

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progress, and has the ability to review and repeat lessons prior to assessment. The County designs and monitors the end-user assessment tool and through reporting can track the staff's overall or individual progress and job readiness.

2.5 End User Training

In the event that the County determines that end-user training is necessary, Manatron will provide alternate end-user training at a per-class per-day price as stated in the Attachment PRC based on the following counts of County personnel by department. The County will be responsible for identifying the end-users, providing facilities and preparing the training schedule. Manatron will provide experienced instructors and software specialists. Classroom size will include up to twelve (12) County staff participants for each Manatron instructor. If classroom size exceeds twelve (12) County staff participants, Manatron will provide additional instructors.

2.5.1 Assessor-Clerk-Recorder

ACR Section	User Count	Notes
Business Personal Property	27	Will require CAMA and GRM training
Mapping	18	GRM training
Change of Ownership/Title	31	GRM training
Residential Appraisal	79	Will require CAMA and GRM training
Commercial Appraisal	20	Will require CAMA and GRM training
Exemptions and Exclusions	13	GRM training
Agricultural Appraisal	12	Will require CAMA and GRM training
Appeals	12	Will require CAMA and GRM training
Manufactured Homes Appraisal	14	Will require CAMA and GRM training
IT / Report Creation / Property Data Center	12	Will require CAMA and GRM training
Assessment Services	10	GRM training
ACR-IT		
User Tech Support	10	Will require CAMA and GRM training
Network Administration	9	Will require CAMA and GRM training
Application Development	12	Will require CAMA and GRM training
Business Systems Analyst	6	Will require CAMA and GRM training
Public Service	10	Will require CAMA and GRM training

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ACR Section	User Count	Notes
ACR Management	11	Will require CAMA and GRM training

2.5.2 Auditor-Controller's Office

ACO Section	User Count	Notes
ACO Management	2	
ACO IT	3	
Business Systems Analysts	4	
Business Process Analysts	4	
Roll Processing	7	
Roll Maintenance	6	

2.5.3 Treasurer-Tax Collector's Office

TTC Section	User Count	Notes
Accounting	18	TTC Processes
Audits	11	Auditing/Fee Calculation
Tax Enforcement	11	Bankruptcy Management/Tax sale
Remittance Processing	11	Collections
Public Services	33	Public Service/Tract Maps/Mobile homes
Special Processing	16	Unsecured Delinquency/Payment Plans
TTC-IT	10	Reporting/User Tech/Network Admin
Various	12	Billing