

**SINGLE SOURCE CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
AUMENTUM TECHNOLOGIES f/k/a THOMSON REUTERS AUMENTUM
FOR
COMPUTER ASSISTED MASS APPRAISAL (CAMA) SYSTEM SERVICES**

THIS SINGLE SOURCE CONTRACT (the “Contract”) is made and entered into on this _____ day of _____, 2020, retroactive to October 1, 2019 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and laws of the State of Florida (“City”), for and on behalf of the Duval County Property Appraiser (“PAO”), with its principal offices located at 231 East Forsyth Street, Suite 270, Jacksonville, Florida 32202, and Manatron, Inc. (Hereinafter “Aumentum Technologies” or “Aumentum Tech”), f/k/a Thomson Reuters Aumentum, a for profit corporation and an independent business unit within N. Harris Computer Corporation’s Public Sector Group, with its principal offices located at 510 East Milham Avenue, Portage, Michigan 49002 (the “Contractor”), for Computer Assisted Mass Appraisal (CAMA) system services (the “Services”).

W I T N E S S E T H:

WHEREAS, City desires to engage Contractor to provide the Services, as described in the Scope of Work, attached to this Contract as **Exhibit A**; and

WHEREAS, Contractor is willing and able to accept such engagement and provide the Services in accordance with the terms and conditions contained in this Contract; and

WHEREAS, the Services can only be procured through the Contractor because the CAMA system is custom designed mass appraisal software built in accordance with PAO specifications and installed in 2005, and Aumentum Tech is the only company that can efficiently and effectively service the custom CAMA system because it is its software; and

WHEREAS, pursuant to Section 126.206, *Ordinance Code*, notice of the Single Source Request was posted for no fewer than seven calendar days on the Procurement Division’s website; and

WHEREAS, it has been determined by the Procurement Division that there is not another potential source which can efficiently and effectively perform the Services; and

WHEREAS, City’s General Governmental Awards Committee and Mayor approved a Single Source Award for the procurement of the Services on September 19, 2019; now therefore

IN CONSIDERATION of the mutual promises and covenants herein contained, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

1. **Performance of Services.** City hereby retains Contractor to perform the Services, and Contractor agrees to perform the Services in accordance with the Scope of Work, attached hereto as **Exhibit A**, and in accordance with the General Terms and Conditions, attached hereto as **Exhibit B**.

2. **Term of the Contract.** This Contract shall commence on the Effective Date and shall continue through September 30, 2022 (the “Term”) unless sooner terminated in accordance with the terms of this Contract.

3. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the City’s maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **SEVEN HUNDRED EIGHTY-THREE THOUSAND EIGHT AND 00/100 DOLLARS (\$783,008.00)**.

4. **Responsibilities of Contractor.** Contractor shall perform the Services in accordance with the Schedule provided in **Exhibit A**. Contractor’s failure to meet the dates provided for in this Schedule shall constitute a material breach of this Contract.

5. **Compensation.** Contractor shall be paid for the Services the fees detailed in the Letter of Authorization, attached hereto as **Exhibit C** and incorporated herein by this reference.

6. **Contract Documents.** This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- this document, as modified by any subsequent signed amendments
- the Letter of Authorization, attached to this Contract as **Exhibit C**
- the General Terms and Conditions, attached to this Contract as **Exhibit B**
- the Statement of Work, attached to this Contract as **Exhibit A**
- any Purchase Order under this Contract

7. **Notices.** All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to City:

Kathleen Collins, Chief Financial Officer
Duval County Property Appraiser
231 East Forsyth Street
Jacksonville, Florida 32202

As to the Contractor:

Matthew Henry
510 East Millham Avenue
Portage, Michigan 49002

8. Contract Managers. Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, City's Contract Manager is Kathleen Collins (904.630.2403/kathleenc@coj.net), and Contractor's Project Manager is Matthew Henry (866.471.2900 ext. 77748/Matthew.Henry@AumentumTech.com). Each Party shall provide prompt written notice to the other Party of any changes to the Party's Project Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

9. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

10. Amendments. All changes to, additions to, modifications of, or amendments to this Contract or any of the terms, provisions, and conditions hereof shall be binding only when in writing and signed by the authorized officer, agent, or representative of each of the parties hereto.

11. Counterparts. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile transmission of all signatures shall constitute and be evidence of an executed Agreement.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

WITNESS:

AUMENTUM TECHNOLOGIES

Matthew Henry
Signature

By Scot Crismon
Signature

Matthew Henry
Type/Print Name

Scot Crismon
Type/Print Name

Lead Contract Administrator
Title

Executive V.P.
Title

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry
Mayor

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
City Contract Number: _____

Form Approved:

Office of General Counsel

Exhibit A
Scope of Work
RESPONSE POLICY

Aumentum Tech shall respond to any Errors reported by Customer based on the priority code assigned to such Error. Customer shall identify the priority code when it initially reports the Error to Aumentum Tech. Aumentum Tech may, in its reasonable discretion, re-classify the Error after its initial investigation. If Customer requests, in writing, that the Error be resolved with a priority code higher than the assigned level, Customer will pay Aumentum Tech for that support on a time-and-materials basis at Aumentum Tech's then current rates. The priority codes and responses are as follows:

| Priority | Definition/Impact | Aumentum Tech's Responses |
|----------|---|---|
| 1 | The problem causes an immediate major impact on Customer's business. The problem has caused Customer's use of the software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely workaround exists. | Aumentum Tech will use all commercially reasonable efforts to: (i) respond to Customer within one hour, indicating that Aumentum Tech has received the report of the error; (ii) provide an initial status report to Customer within two hours, and regularly communicate thereafter the status of a reported incident; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software as soon as reasonably possible. |
| 2 | The problem causes an impact on Customer's business. A workaround is not available; however, processing can still continue but in a restricted manner. | Aumentum Tech will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within four hours of the report; (ii) verify the reported error and regularly communicate the status to Customer; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software within ten days, or to continue its efforts indefinitely beyond this period when an error remains unresolved. |
| 3 | The problem has a minor impact on Customer's business. The problem does not prevent operation of the software. | Aumentum Tech will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) respond to the error within thirty days. |
| 4 | The problem has no business impact. | Aumentum Tech will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) consider addressing the issue in a future Version. |

Telephone Support. Aumentum Tech shall provide Customer with telephone support services for Hardware and Software from 8:00 a.m. to 5:00 p.m. local Customer time, Monday through Friday, excluding the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve, and Christmas Day. Aumentum Tech may from time to time amend its holiday schedule upon at least sixty (60) days' prior notice to Customer.

Exhibit B
General Terms and Conditions

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B.1 Provision of Services. Contractor shall provide City with all of the services and deliverables described in **Exhibit A** and the Contract. If any services, functions, or responsibilities are not specifically described in **Exhibit A** or the Contract but are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described herein.

B.2 Relationship of the Parties. In the performance of the Services, Contractor shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of City. Contractor shall be solely responsible for the labor, supplies, materials, means, methods, techniques, sequences, and procedures utilized to perform the Services in accordance with the Contract.

B.3 Service Warranties. Contractor warrants that the Services shall be performed and delivered in a professional, first-class manner in accordance with the Contract and the standards prevailing in the industry. Contractor shall also undertake the following actions without additional consideration during the term of the Contract and for one year thereafter: (i) promptly making necessary revisions or corrections to resolve any errors and omissions on the part of Contractor; and (ii) conferring with City for the purpose of interpreting any of the Services or information furnished. Acceptance of the Services by City shall not relieve Contractor of these responsibilities. The warranties and covenants in this paragraph will extend to all subcontractors as well.

The foregoing warranties and covenants shall not apply (i) with respect to any portions of the Services that have been produced by anyone other than Contractor or its subcontractors; (ii) to any modifications made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent; or, (iii) to any use of the Services in a manner or for any purpose other than those contemplated in this Contract. **EXCEPT AS EXPRESSLY STATED IN THIS CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO CITY.**

B.4 City Will Assist Contractor. At Contractor's request, City will provide reasonable assistance and cooperation to Contractor, including the supply of any data and information necessary for Contractor to provide the Services. City will also designate a Project Manager who will, on behalf of City, work with Contractor and administer the Contract in accordance with its terms.

B.5 Location Requirements for Services. The majority of the Services shall be performed within Duval County, Florida and no Services will be performed outside of the United States. These restrictions may be modified in writing if City determines, in its sole discretion, that the restrictions impose an undue burden on Contractor's ability to perform the Services as contemplated in the Contract.

B.6 Use of Subcontractors; Flow-Down Provisions. Aumentum Tech reserves the right to subcontract work, as it deems necessary, to perform the Services under this Agreement. Aumentum Tech shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

B.7 Ownership of Works. As used in this Section B.7, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to City pursuant to the Contract.

Aumentum Technologies will maintain all right, title and interest in the intellectual property deployed in the jurisdiction. This includes, but is not limited to, software (both object and source code), system designs, object code, work papers and all other documentation developed in the course of carrying out the project.

B.8 Intellectual Property. Aumentum Tech grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 18.9), nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

B.9 Software Development Processes and Standards. To the extent any software is developed, modified, or otherwise procured under the Contract, Contractor will use commercially-accepted software development and documentation processes and standards.

B.10 Limitation of Warranty for City-Furnished Software. In lieu of any other warranty expressed or implied herein, City warrants that any programming aids and software packages supplied for Contractor use as City-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by City from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). Should City furnish Contractor with any programming aids or software packages that are found not to be suitable for their intended use on the system(s) for which designed, Contractor shall notify City and supply documentation regarding any defects and their effect on progress on the Contract. City will consider equitably adjusting the delivery performance dates or compensation, or both, and any other contractual provision affected by the City-furnished property.

B.11 Loss of Data. If any City data or record is lost or corrupted due to the negligence of Contractor or any of its subcontractors or agents, Contractor shall be responsible for correcting and recreating all production, test, acceptance, and training files or databases affected which are used in the provision of Services, at no additional cost to the City in the manner and on the schedule set by City. This remedy shall be in addition to any other remedy City may be entitled to by law or the Contract.

B.12 Purchase Orders. If the Contract requires a Service to be ordered by City via purchase order, Contractor shall not deliver or furnish the Service until City transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by City directly with Contractor, and shall be deemed to incorporate by reference the Contract. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to City.

B.13 Invoicing and Payment.

(a) Unless otherwise specified in this Contract, payment to Contractor for Services shall be made on a monthly basis for the Services provided by Contractor for the preceding month. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. City may require any other information from Contractor that City deems necessary to verify its obligation to pay under the Contract. Payments will be made to Contractor approximately forty-five (45) days after receipt and acceptance of a proper invoice. City does not pay service charges, interest, or late fees unless required by law.

(b) To the extent Contractor's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

(c) City's obligations to make payment are contingent upon the availability of lawfully appropriated funds for the Services.

B.14 Taxes. City is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. Contractor shall not include any state, local, and federal taxes in any prices quoted to City.

B.15 Retention of Records / Audits.

(a) Contractor must establish and maintain books, records, contracts, sub-contracts, papers, financial records, supporting documents, statistical records and all other documents pertaining to the Contract (collectively, the "Records"), in whatsoever form or format (including electronic storage media) is reasonable, safe and sufficient.

(b) Contractor must retain all Records for a minimum period of three (3) years after the final payment is made under the Contract. If an audit has been initiated and audit findings have not been resolved at the end of the three (3) year period, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the Contract, at no additional cost to City. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

(c) At all reasonable times for as long as the Records are maintained, Contractor must allow persons duly authorized by City (including City's auditor and inspector general offices), to have full access to and the right to examine, copy, or audit any of the Records, regardless of the form in which kept. Contractor will not charge City for any setup, supervision, or space in connection with the examination and audit. Photocopying charges will not exceed the actual and reasonable cost of the copies to Contractor, and City shall be permitted to bring its photocopying equipment if City so desires.

(d) Contractor must comply with and cooperate in any audits or reports requested by City, and must ensure that all related party transactions are disclosed to the auditor.

(e) Contractor must permit City to interview any of Contractor's employees, subcontractors, and subcontractor employees to assure City of the satisfactory performance of the terms and conditions of the Contract. Unless the parties agree otherwise or City is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. Contractor will not charge City for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

(f) Following any audit or review, if performance of Contractor is, in the opinion of City, deficient, City will deliver to Contractor a written report of the deficiencies and request for development by Contractor of a corrective action plan. Contractor hereby agrees to prepare and submit to City said corrective action plan within ten (10) days of receiving City's written report. Thereafter, Contractor must correct all deficiencies in the corrective action plan within a reasonable time after City's receipt of the corrective action plan.

(g) All reports and other information provided by Contractor pursuant to this Section shall be submitted under penalties of perjury under Section 837.06, Florida Statutes.

(h) Contractor must include the aforementioned audit, inspection, investigation, and record-keeping requirements in all subcontracts and Contract assignments.

(i) Contractor agrees to reimburse City for the reasonable costs of investigation incurred by City for audits, inspections, and investigations that uncover a material violation of the Contract. Such costs shall include the salaries of investigators, including overtime, travel, and lodging expenses, and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not uncover a material violation of the Contract.

B.16 Indemnification. Contractor and its sub-contractors (individually or collectively referred to as the “Indemnifying Parties”), shall hold harmless, indemnify, and defend City and City’s officers, directors, employees, representatives, and agents (individually or collectively referred to as the “Indemnified Parties”) as follows:

AUMENTUM TECH’S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED: (A) IN THE EVENT OF DAMAGES ASSOCIATED WITH A SERVICE OR HARDWARE PRODUCT, THE FEE PAID BY CUSTOMER FOR THAT SERVICE OR HARDWARE PRODUCT UNDER THE APPLICABLE SCHEDULE; OR (B) IN ALL OTHER CASES, THE LICENSE FEE PAID BY CUSTOMER FOR USE OF THE SOFTWARE. IN NO EVENT SHALL AUMENTUM TECH BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR EXCESS COSTS OF REPROCUREMENT (“COVER COST”), INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM INTERRUPTION OF USE, LOSS OR CORRUPTION OF DATA, LOST REVENUE, LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, STOLEN OR MISUSED PASSWORDS, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION, OR BREACHES IN SYSTEM SECURITY, WHETHER OR NOT AUMENTUM TECH HAS, OR SHOULD HAVE HAD, ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT

Notwithstanding the foregoing or any other provision of the Contract to the contrary, nothing contained in this Contract shall be construed as a waiver of any right or defense that City has under Section 768.28, Florida Statutes.

B.17 Insurance. Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its sub-contractors, laborers, material men, and suppliers to provide, as applicable), insurance of the types and in the minimum amounts stated below, and prior to commencement of work provide a certificate, with applicable endorsements on a form that is acceptable to the City’s Division of Risk Management, evidencing the following required coverages to the City:

SCHEDULE

LIMITS

Workers Compensation
Employer’s Liability
(including appropriate Federal Acts)

Florida Statutory Coverage
\$500,000 Each Accident
\$500,000 Disease Policy Limit
\$500,000 Each Employee/Disease

This insurance shall cover the Contractor (and to the extent its sub-contractors are not otherwise insured, its sub-contractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). Contractor is responsible for providing federal acts when applicable, i.e., US&H, Jones Act, and FELA.

Commercial General Liability
(including premises operations,
and blanket contractual liability)

\$2,000,000 General Aggregate
\$2,000,000 Products/Comp.Ops Agg.
\$1,000,000 Personal/Advertising Injury
\$1,000,000 Each Occurrence
\$50,000 Fire Damage
\$5,000 Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or endorsement approved in writing by the City’s Office of Risk Management.

Automobile Liability
(all automobiles-owned, hired or non-owned
used in the performance of this Contract)

\$1,000,000 Combined Single Limit

ISO Form CA0001, as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability

\$1,000,000

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claims Made Form, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Each policy shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by City’s Division of Risk Management demonstrating the maintenance of said insurance shall be furnished to City. The

certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by City.

The City and the City's members, officials, officers, employees, and agents shall be endorsed as an additional insured under all of the above Commercial General Liability coverage using forms no more restrictive than ISO Form CG2010 and under the Automobile Liability coverages using forms no more restrictive than ISO Form CA2048.

All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City and the City's members, officials, officers, and employees.

The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any of the City's members, officials, officers, and employees.

Except as authorized in this Contract, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a self-insurance, deductible, or self-insured retention. Except as authorized specifically in this Contract, no self-insurance, deductible, or self-insured retention for any required insurance provided by Contractor pursuant to this Contract will be allowed. If there is any self-insurance, deductible, or self-insured retention for any required insurance, the Contractor shall be responsible for paying on behalf of the City (and any other person or organization Contractor has in this Contract agreed to include as an insured for the required insurance) any self-insurance, deductible, or self-insured retention.

The deductible amounts for any peril shall not exceed those determined by Contractor to be customary in the industry. Contractor shall be responsible for payment of its deductible.

For any insurance coverage required hereby, Contractor may use a self-insurance program, provided such program has received prior written approval of City, or self-insured retention allowed under this paragraph. The City will not be responsible for any self-insurance, deductibles, or self-insured retentions under this Contract.

Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its sub-contractors, employees, or agents to the City or others. Any remedy provided to the City or the City's members, officials, or employees shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the City's Division of Risk Management, if requested to do so by the City, the Contractor shall, within thirty (30) days after receipt of a written request from the City, provide the City with a certified, complete copy of the policies of insurance providing the coverages required herein.

Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may at its sole option require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

Anything to the contrary notwithstanding, the liabilities of Contractor under the Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

Neither approval of nor failure to disapprove insurance furnished by Contractor shall relieve Contractor or its sub-contractors from responsibility to provide insurance as required by the Contract.

In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, Contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to City, for the protection of employees not otherwise protected.

B.18 City's Right to Suspend Work. City may in its sole discretion suspend any or all activities under the Contract by providing a written notice to Contractor at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Contractor, City shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Contract in accordance with the applicable termination provisions. Suspension of work shall not entitle Contractor to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Contractor shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

B.19 City's and Contractor's Right to Terminate for Convenience. Inside of the initial term of the agreement, 10.1.2019 – 9.30.2020 the City may terminate this agreement for a non-appropriation of funds event or breach of contract. Outside of the initial term of the agreement, Contractor and City reserves the right to terminate the Contract at any time and for any reason by giving written notice . If the Contract is terminated for convenience as provided herein, Contractor and City will be relieved of all further obligations other than payment by the City for that amount of Services actually performed to the date of termination.

B.20 City's Remedies Upon Contractor's Default. Any one or more of the following events, if not cured or if a formal plan to develop a cure has not been made, within forty-five (45) calendar days after Contractor's receipt of written notice thereof, shall constitute an "Event of Default" on the part of Contractor: (1) Contractor fails to perform the Services within the time specified in the Contract or any extension; (2) Contractor fails to honor any other material term of the Contract; or, (3) Contractor fails to abide by any statutory, regulatory, or licensing requirement. City may extend the cure period in its discretion.

In addition, a finding that Contractor has made a false representation or certification in any document furnished by Contractor to City shall constitute an immediate Event of Default with no right to cure.

Upon an "Event of Default" on the part of Contractor, City will be entitled to terminate the Contract and pursue such other remedies available at law or equity. The rights and remedies available to City under the Contract are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience.

B.21 Contractor's Remedies Upon City's Default. City shall be in default if City fails to honor any material term of the Contract and such failure is not cured within forty-five (45) calendar days after receipt of written notice thereof from Contractor. In the event of City's default, Contractor will be entitled to terminate the Contract and pursue such other remedies available at law or equity as it deems appropriate. **Except as expressly provided elsewhere in the Contract, Contractor will not be entitled to recover**

any lost profits or consequential damages. The rights and remedies available to Contractor under the Contract are distinct, separate, and cumulative remedies, and no one of them shall be deemed to be in exclusion of any other.

B.22 Force Majeure, Notice of Delay, and No Damages for Delay. Neither party shall be responsible for delays in performance if the delay was beyond that party's control (or the control of its employees, subcontractors, or agents). Contractor shall notify City in writing of any such delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date Contractor first had reason to believe that a delay could result. Based upon such notice, City will give Contractor a reasonable extension of time to perform; provided, however, that City may elect to terminate the Contract in whole or in part if City determines, in its sole judgment, that such a delay will significantly impair the value of the Contract to City. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** No claim for damages, other than for an extension of time, shall be asserted against City. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from City for direct, indirect, consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

B.23 No Waiver. The delay or failure by a party to exercise or enforce any of its rights under the Contract shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Unless otherwise agreed in writing, City's payment for the Services shall not release Contractor from its obligations under the Contract and shall not be deemed a waiver of City's right to insist upon strict performance hereof.

B.24 Qualification of Contractor's Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, and agents performing work under the Contract shall be properly trained and qualified. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, and agents performing work under the Contract must comply with all reasonable administrative requirements of City and with all controlling laws and regulations relevant to the Services they are providing under the Contract. City may conduct, and Contractor shall cooperate in, a security background check or other assessment of any employee, subcontractor, or agent furnished by Contractor. City may refuse access to, or require replacement of, any personnel for reasonable cause.

Contractor shall take all actions necessary to ensure that Contractor's employees, subcontractors, and agents are not considered employees of City. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than City.

As a condition to providing services to City, Contractor and any subcontractor will enroll and participate in the federal E-Verify Program within thirty days of the effective date of the Contract. Proof of enrollment and participation will be made available to City upon request.

B.25 Security Procedures. Contractor and its employees, subcontractors, and agents shall comply fully with all generally applicable security procedures of the United States, the State of Florida, and City in performance of the Contract. City agrees that any security procedures imposed by City specifically for the Contract will be reasonable and will not impose any unreasonable costs or hardships.

B.26 Restrictions on the Use or Disclosure of City's Information. Contractor shall not use, copy, or disclose to third parties, except in connection with performing the Services, any information obtained by Contractor or its agents, subcontractors, or employees in the course of performing the Services, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of City. At City's request, all information furnished by City will be returned to City upon completion of the Services. Contractor shall not be required to keep confidential any information that has already been made publicly available through no fault of Contractor or that Contractor developed independently without relying on City's information. To ensure confidentiality, Contractor shall take appropriate steps as to its employees, agents, and subcontractors, including the insertion of these restrictions in any subcontract agreement. The warranties of this paragraph shall survive the Contract.

B.27 Public Records Law; Process for Protecting Trade Secrets and Other Information. Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. All documents received by City in connection with this Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that Contractor claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Contractor on all copies furnished to City. City agrees to notify Contractor of any third-party request to view such information, but it is Contractor's obligation to obtain a court order enjoining disclosure. If Contractor fails to obtain a court order enjoining disclosure within five (5) business days of Contractor's receiving notice of the request, City may release the requested information. Such release shall be deemed for purposes of the Contract to be made with Contractor's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright, or other intellectual property.

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by City to perform the services; and
- (b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
- (d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

B.28 Assignment. Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this clause shall be null and void. However, Aumentum Tech may, without Client's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with Aumentum Tech's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition, or divestiture of Aumentum Tech or any similar business transaction.

B.29 Equal Employment Opportunity. The Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations, and the Disabled Veterans and Veterans of the Vietnam Era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations are incorporated herein by reference if and to the extent applicable. If Contractor is exempt from any of the above-cited terms, written evidence of such exempt status must be provided to City.

B.30 Other Non-Discrimination Provisions. As required by Section 126.404, *Ordinance Code*, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that if any of the products or Services to be

provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

B.31 Prompt Payment to Subcontractors and Suppliers. The following is required by Chapter 126, Part 6, *Ordinance Code*; provided however, if Contractor does not use JSEB or MBE subcontractors, as identified below, this Section B.38 shall not apply:

(a) *Generally.* When Contractor receives payment from City for labor, services or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within fifteen (15) calendar days after Contractor's receipt of payment from City. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such dispute, Contractor may dispute the disputed portion of any such payment only after Contractor has provided notice to the City and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to City and said subcontractor or supplier within ten (10) calendar days after Contractor's receipt of payment from City. Contractor shall pay all undisputed amounts due within the time limits imposed by this Section.

(b) *Jacksonville Small and Emerging Business Enterprise and Minority Business Enterprise Participation.* Notwithstanding Chapter 126, Part 6, *Ordinance Code*, Contractor shall pay all contracts awarded with certified Jacksonville Small and Emerging Business Enterprises ("JSEB") and Minority Business Enterprises ("MBE"), as defined therein, their pro rata share of their earned portion of the progress payments made by City under the Contract within seven (7) business days after Contractor's receipt of payment from City (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to City with its requisition for payment documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEBs or MBEs from all prior payments Contractor has received from City. Contractor shall not unreasonably withhold payments to certified JSEBs and MBEs if such payments have been made to Contractor. If Contractor withholds payment to its certified JSEBs or MBEs, which payment has been made by City to Contractor, Contractor shall return said payment to City. Contractor shall provide notice to City and to the certified JSEBs or MBEs whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and, (iv) be delivered to City and said JSEBs or MBEs within five (5) calendar days after Contractor's receipt of payment from City. Contractor shall pay all undisputed amounts due within the time limits imposed in this section. The failure to pay undisputed amounts to the JSEBs or MBEs within seven (7) business days shall be a breach of the Contract, compensable by one per-cent (1%) of the outstanding invoice's being withheld by City, not as a penalty, but as liquidated damages to compensate for the additional contract administration by City.

(c) *Third Party Liability.* The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between City and any subcontractor, supplier, JSEB, MBE, or any third party or create any City liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of Contractor's contractual obligations to City. As a result of said breach, City, without waiving any other available remedy it may have against Contractor, may (i) issue joint checks and (ii) charge Contractor a 0.2% daily late payment charge or the charges specified in said Chapter 126, *Ordinance*

Code, for JSEBs or MBEs and in Chapter 218, Florida Statutes, for non-JSEBs or non-MBEs, whichever is greater.

B.32 Conflicts of Interest. Contractor acknowledges that Section 126.112, *Ordinance Code*, requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract, including but not limited to the public official's name, public office or position held, bid or proposal number, and the position or relationship of the public official with the bidder or contractor.

B.33 Contingent Fees Prohibited. In conformity with Section 126.306, *Ordinance Code*, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona- fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract. For the breach or violation of these provisions, City shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

B.34 Truth in Negotiation Certificate. Pursuant to Section 126.305, *Ordinance Code*, the execution of the Contract by Contractor shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate, whereby Contractor states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, Contractor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of the Contract.

B.35 Compliance with Applicable Laws. Contractor (and any subcontractors) must comply with all applicable federal, state and local laws, rules, and regulations as the same exist and as may be amended from time to time, including but not limited to:

- Chapter 119, Florida Statutes (the Florida Public Records Law);
- Section 286.011, Florida Statutes (the Florida Sunshine Law);
- Chapter 602, Jacksonville Ordinance Code (the Jacksonville Ethics Code);
- Chapter 126, Jacksonville Ordinance Code (the Jacksonville Purchasing Code); and
- All licensing and certification requirements applicable to performing the Services.

B.36 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of Contractor, other entities may be permitted to make purchases at the terms and on the conditions contained herein. These purchases are independent of the agreement between City and Contractor, and City shall not be a party to such transactions.

B.37 Warranty of Ability to Perform. Contractor warrants that (i) it is ready, willing, and able to perform its obligations under the Contract, and (ii) to the best of Contractor's knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Contract obligations.

Contractor shall immediately notify City in writing if its ability to perform is compromised in any manner during the term of the Contract.

B.38 Warranty of Authority to Sign Contract. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

B.39 Governing State Law/Severability/Venue/Waiver of Jury Trial. The rights, obligations, and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Contract be determined by the courts to be illegal, unenforceable, or in conflict with any applicable law, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Contract shall be exclusively in federal courts of competent jurisdiction located in Jacksonville, Duval County, Florida or the State of Florida. The parties waive any and all rights to a jury trial with respect to disputes arising under the Contract.

B.40 Construction. Both parties acknowledge that they have had the opportunity to provide meaningful input into the terms and conditions contained in the Contract. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared the Contract. Article headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

B.41 Scrutinized Companies.

(a) Pursuant to Section 287.135(2), *Florida Statutes*, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor is on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, Contractor:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Sector List created pursuant to Section 215.473, *Florida Statutes*; or
 - ii. Is engaged in business operations in Cuba or Syria.

(b) Pursuant to Section 287.135(3)(a)(4), *Florida Statutes*, City may terminate this Contract at City's option if this Contract is for goods or services in an amount of one million dollars or more and Contractor:

- (1) Is found to have submitted a false certification under Section 287.135(5), *Florida Statutes*;
- (2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, *Florida Statutes*;
- (3) Is engaged in business operations in Cuba or Syria.

(c) Pursuant to Section 287.135(3)(b), *Florida Statutes*, City may terminate this Contract at City's option if this Contract is for goods and services of any amount and Contractor:

- (1) Is found to have been placed on the Scrutinized Companies that Boycott Israel; or
- (2) Is engaged in a boycott of Israel.

Exhibit C
Letter of Authorization



LETTER OF AUTHORIZATION

February 25, 2019

Jerry Holland
Duval County Property Appraiser
231 East Forsyth, 270
Jacksonville, FL 32202

Dear Mr. Holland

This Letter of Authorization ("LOA") is being provided to you because of Duval County's long-term loyalty and commitment to utilizing Manatron software and services. Manatron, Inc. – a Thomson Reuters Business ("Thomson Reuters, Government" or "TR v Gov") values the partnership that exists between our respective organizations. We would like to honor that partnership by offering the County the following maintenance and support services rates for a non-cancellable term from award date through September 30, 2022. You can guarantee the rates below for the three year term by executing this LOA. This LOA amends the County's existing Agreement with TR Gov. The terms and conditions in this LOA take precedence over like terms in the existing agreement, but all other terms of the agreement will remain in full force and effect.

MAINTENANCE AND SUPPORT SERVICES

| Description | Item Number | Quarterly Price | Term |
|---|--|-----------------|-------------------|
| CustomCAMA Real Estate Basic Support CustomCAMA Personal Property Data Basic Support Managed Support Services-Disaster Recovery | CUSTCAMARDE-S CUSTCAMATDE-S MANAGED SUPPORT SERVICES-S | \$63,963.00 | 10.1.19 – 9.30.20 |
| CustomCAMA Real Estate Basic Support CustomCAMA Personal Property Data Basic Support Managed Support Services-Disaster Recovery | CUSTCAMARDE-S CUSTCAMATDE-S MANAGED SUPPORT SERVICES-S | \$65,242.00 | 10.1.20 – 9.30.21 |
| CustomCAMA Real Estate Basic Support CustomCAMA Personal Property Data Basic Support Managed Support Services-Disaster Recovery | CUSTCAMARDE-S CUSTCAMATDE-S MANAGED SUPPORT SERVICES-S | \$66,547.00 | 10.1.21 – 9.30.22 |

Upon approval and signing, please return this LOA to TR Gov via one of the following methods:

- 1) Email a scanned image of the signed LOA to Matt.Henry@TR.com;
- 2) Fax a signed copy to the attention of Matt Henry at (269) 567-2930; or
- 3) Return a signed copy to TR Gov, Contract Administration, 510 East Milham Avenue, Portage, MI 49002.

TR Gov will then make adjustments to billing procedures to ensure the pricing offered. If you have any questions, please feel free to contact Contract Administration at (269) 388-2633.

ACCEPTANCE

Thomson Reuters Tax & Accounting, Government

By: *Kimberly Coates*

Title: V.P., Finance

Date: 9.27.2019

Duval County, FL:

By: *Kathleen Collins*

Title: Chief Financial Officer

Date: 9-27-19

Duval County, LOA #: FL1302019DCPA
Expiration Date: October 1, 2019

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