



**VENDOR CONTRACT FOR LEASES, LEASE/PURCHASE AGREEMENTS,
MAINTENANCE AGREEMENTS, RENTAL AGREEMENTS AND SERVICE CONTRACTS**

This contract is entered into this ____ day of _____, 20 ____ by and between the Board of Commissioners of the County of Lake, hereinafter referred to as the Board, on behalf of
Lake County Data Processing and Manatron, Inc hereinafter referred to as the Vendor.

Now therefore, for and in consideration of the promises and covenants contained herein, the parties mutually agree as follows:

1. TERM

The term of this contract is from January 1, 2006 to December 31, 2006

2. LEASE / LEASE PURCHASE / MAINTENANCE / RENTAL / SERVICE

This contract covers the following

VMS limited support for Compaq Es40 at a monthly cost of \$466.00 – yearly cost \$5,592.00.

3. SCOPE

A. Attached hereto is the standard form of the Vendor utilized by that company in its business lease, lease/purchase, maintenance, rental, service agreements. Any provision in the standard form of the vendor's agreement attached hereto shall not operate to effect a renewal of this contract under any circumstances. The only method that may be used to extend the contract at the same terms is a written agreement to extend executed by the Board of Commissioners of the County of Lake in accordance with I.C.5-22.

B. Where there is a conflict between the language in the attached standard form of the Vendor and the language in paragraphs one through fourteen of this basic lease, lease/purchase, maintenance, rental, service agreement, the terms and language specified on pages one through three hereof shall prevail and apply.

- C. Only those terms of the standard form of the Vendor, attached hereto, which do not conflict with or contradict the terms on pages one through three of this contract are incorporated as a part of this contract. Any term in the attached standard form of the Vendor that contradicts or is in conflict with the terms on pages one through three of this contract are null and void.
4. Payment shall be made after receipt of invoice and a reasonable time after filing of claim by the Department with the appropriate Lake County Government Office.
5. This contract is subject to the annual appropriation by the Lake County Council and approval by the State Board of Tax Commissioners of sufficient funds to defray the cost of the items under this contract.
6. Vendor shall furnish upon request proof satisfactory to the Board that it is in good standing and is authorized to do business in the State of Indiana.
7. It is understood that the Board of Commissioners of the County of Lake is a governmental agency and as such is not subject to payment of Indiana Sales Tax. No such sales tax shall be included or added to the price under this contract.
8. The Vendor agrees by his execution of this agreement that in regards to his operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services apply and the Vendor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this contract.
 - D. The provisions of all Federal Civil Rights Laws and Indiana Civil Rights Law as applicable are incorporated by reference as part of this contract.
 - E. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the agreement may be regarded as a material breach of the contract.
9. The provision of I.C. 5-17-5 and I.C. 36-1-12-17 on timely payments are incorporated as part of this contract as if fully set out herein.

10. ON BID ITEMS ONLY: No payments shall be made to vendor until the required performance bond is posted with the Board. The provisions of I.C. 5-17-5 and I.C. 36-1-12-17 shall not apply until the performance bond is filed.
11. This contract is subject to and governed by the laws of the State of Indiana.
12. During the term of the contract, the price shall not be adjusted.
13. If applicable, the provisions of I.C. 5-22 shall apply.
14. In accordance with Public Law 62 Indiana Code of 1971, Section 5-11-10-1 the payment will be made on this after the service has been rendered. Therefore, monthly or quarterly statement will be submitted and not paid until same has been provided.

All of which is approved this 21st day of September, 2005.

Manatron, Inc.
COMPANY NAME

510 East Milham Avenue
COMPANY STREET ADDRESS

Portage, MI 49002
COMPANY CITY, STATE AND ZIP

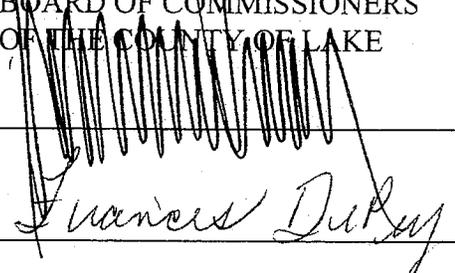
(269) 567-2900
COMPANY TELEPHONE NUMBER

(269) 567-2930
COMPANY FAX NUMBER

John Hansen
PLEASE PRINT COMPANY
REPRESENTATIVE NAME


COMPANY REPRESENTATIVE SIGNATURE

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE



Frances DuRoi

ATTESTED:



LAKE COUNTY AUDITOR

FEDERAL EXCISE TAX EXEMPT NUMBER 356000168 003 4
INDIANA RETAIL TAX EXEMPT NUMBER 003118665 003 0

MANATRON

The power to manage well.

September 8, 2005

Ms. Cheri Auksel
Lake County
Data Processing Agency
2293 North Main Street
Crown Point, Indiana 46307

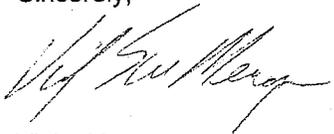
Dear Ms. Auksel:

Each year as we look forward to the opportunities and challenges that lie ahead, we are reminded of the many important client relationships we are so fortunate to have. We are committed to improving these relationships and delighting our clients with our products and services. I hope you feel like we are making progress on this front.

For 2006, we are increasing our prices by 5%, which we believe is in line with our industry and the economy. Your new support fees for 2006 are as follows: VMS annual fee \$5,592.00 and ACAMA \$6,201.00. Please remember that any cancellations require a thirty (30) day written notice.

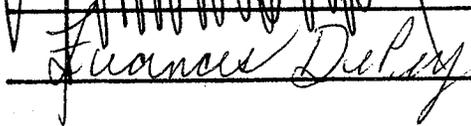
We are proud to serve you, value our relationship, and truly appreciate your continued business and support. We recognize that without our clients, there is no need for Manatron.

Sincerely,



Vicky Mergen
Contract Administration Manager

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 21st DAY OF Sept. 2005