

**SEVENTH AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. 15-056**

This seventh Amendment to Agreement No. 15-056 is entered into by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Manatron, Inc. ("Aumentum Technologies" or Aumentum Tech", hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, BOS Agreement No. 15-056 was entered into on June 9, 2015; and

WHEREAS, BOS Agreement No. 15-056 was amended on March 21, 2017; and

WHEREAS, BOS Agreement No. 15-056 was amended on October 9, 2020; and

WHEREAS, BOS Agreement No. 15-056 was amended on May 4, 2021; and

WHEREAS, BOS Agreement No. 15-056 was amended on June 22, 2021; and

WHEREAS, BOS Agreement No. 15-056 was amended on May 17, 2022; and

WHEREAS, BOS Agreement No. 15-056 was amended on January 24, 2023; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY amend BOS Agreement No. 15-056 for the purposes provided and pursuant to the Letter of Authorization attached to this Amendment.

NOW, THEREFORE, we agree as follows:

1. Exhibit B of BOS Agreement No. 15-056 is hereby amended to include the hourly fees included in the Letter of Authorization attached to this Amendment as Attachment 1.

All other terms and conditions of Agreement No. 15-056 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD

DATE

02/26/2024

Budgeted: ☒ Yes ☐ No

Budget Unit: 0717

Line Item: 862239 – IT038

Grant: ☐ Yes ☒ No

Grant No.: N/A

CONTRACTOR/COMPANY NAME

By:

Date: 2.27.2024

NAME AND ADDRESS OF CONTRACTOR:

Manatron, Inc. (Aumentum Technologies)

510 E. Milham Avenue

Portage, Michigan 49002

COUNTY OF MENDOCINO

By:

Maureen Mulheren
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 03/12/2024

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

ATTEST:

DARCIE ANTLE, Clerk of said Board

By:

Antle
Deputy

03/12/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By:

Antle
Deputy

03/12/2024

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By:

County Counsel
COUNTY COUNSEL

Date:

02/26/2024

INSURANCE REVIEW:

By:

Darcie Antle
Risk Management

Date:

02/26/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Deputy CEO
Deputy CEO or Designee

Date:

02/26/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____



LETTER OF AUTHORIZATION CA2014.002-LOA203 Amnd1

February 6, 2024

Tony Rakes
Acting Deputy CEO
Mendocino County
501 Low Gap Road, Room 1010
Ukiah, CA 95482-3734

Dear Tony:

This Letter of Authorization ("LOA") will confirm Mendocino County's request for professional services consulting and travel at the price(s) indicated. This will be an addendum to the current Master Agreement CA2014.002-LOA203 between Mendocino County (the "County") and Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech"). All the terms and conditions of that agreement will pertain. This agreement applies to new services thru 2024.



PROFESSIONAL SERVICES

Quantity	Description	Hourly Fees
Remaining	Professional Services Consulting – Billed as Used	\$185.00 Thru 1.24.24
	Professional Services Consulting – Billed as Used	\$225.00 1.25.24 – 12.31.24
	Total Professional Services Fees (estimated - Billed as Used)	\$98,000.00

Approval of this LOA will allow Aumentum Tech to perform the services herein. Upon approval and signing, please return this letter to Aumentum Technologies via the following method:

- Email a scanned image of the signed LOA to Chance.Campbell@AumentumTech.com and Natalie.Dhakhwa@AumentumTech.com

LOA ACCEPTANCE (offer expiry 3/21/2024)

Mendocino County, CA	Aumentum Technologies
Signature: 	Signature: 
Printed name: Maureen Mulheren	Printed name: Andrew Wright
Title: Chair, Mendocino County Board of Supervisors	Title: Executive V.P.
Date: 03/12/2024	Date: 2.27.2024

Pricing and estimated delivery dates are valid thru the offer expiration date above. If this LOA has not been approved in writing by the Customer within the timeline, Aumentum Technologies reserves the right to re-estimate the scope, timeline, and pricing.

Payment Terms: Professional services will be billed as used monthly at the rate shown, plus any travel, travel fees, meals, and other related expenses. All on site travel will be mutually agreed upon prior to making any travel arrangements. Contractor travel will require a 15-day advance booking, per corporate policy. Travel expenses include travel time at a minimum amount of 8 hours per round trip per Contractor Staff (billed at \$85 an hour or then current rates). All invoices are due upon receipt.

Terms of LOA

- Terms of this LOA expire December 31, 2024, after which then current rates apply.
- Bill rate of \$185 / hour thru January 24, 2024 applies to hours utilized during that period. Beginning January 25, 2024 any work performed will be at \$225 / hour (ending December 31, 2024). Unused hours will not be billed.
- Estimated \$98,000 budget remaining from original LOA 203

Description of Agreement

Mendocino County is requesting Professional Services Consulting support to help elevate staff's Aumentum proficiency through the performance of crucial Business Processes and other consulting support.

The County and Aumentum Tech agree to the following:

- Aumentum Tech will provide billable consulting services to the County in support of Key Business Processes and other consulting support.
- Work will be performed at the hourly consulting rate listed above.
- Work can include (but is not limited to) refresher training, tools support, process support, process re-engineering, configuration assistance, system optimization, or other health checks.
- Appendix A documents the agreed scope of services to be performed regarding processing within the Auditor's Office. Any work towards this activity will be applied against this LOA.
- Aumentum Tech has also provided a separate sample menu of services to provide ideas for other consulting activities the County may pursue. This is not intended to be a complete list but can be used as a guide to the available services.
 - As the users become more comfortable with Aumentum, the County can also consider booking a specific period to have a consultant help refine business processes, show best practices, or provide other general support.
- All consulting services are billed as used, and the scheduling is dependent on staff availability.
 - This LOA is assumed not to exceed the budget listed above – any estimates provided are for budgetary purposes only, and final pricing depends on actual hours or travel expenses used.
 - Once the maximum budgeted hours in this LOA have been used or expired, a new LOA will be needed for any additional hours requested, and should the County decide, may occur into future years as an ongoing service.
 - Travel expenses and travel time for any onsite support will be deducted from this LOA as used.
- The County will request consulting assistance before the work starts.
 - The County will open a Teams Support ticket with the request for consulting support. Aumentum Tech will triage and assign the ticket, and work will begin.
 - Aumentum Tech will track all requests, office, activity, and status.
 - An updated report will be provided monthly or as otherwise requested.
 - Hours are assumed for consulting and travel only. No planned deliverables unless otherwise agreed in the individual engagement.
- Aumentum Tech will submit a report to the County detailing hours used the previous month. The County will have a week to review prior to the submission of the Deliverable Acceptance Statement (DAS).
 - DAS will have 5 business days approval period. After the 5-business day approval period, this deliverable will be accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies rejecting this milestone.

- Rejection of a milestone could immediately escalate and halt any remaining consulting for further review.
- This LOA will expire 12 months after the last signature date by either party, and any unused, unauthorized hours in this agreement will not be billed. The County may extend the expiration by 6 months upon agreement of both parties or request future LOAs to continue professional services beyond the 12 months. The then current hourly rate will apply to any extensions.

Assumptions

- Scheduling of support is dependent on staff availability. Consulting support is provided from 8:00 am to 3:00 pm PT. Consulting services for after-hours, weekends, and holidays will be billed at 2x the hourly rate unless otherwise agreed in advance.
- Aumentum Tech will provide coordinators with request authorization, scheduling, tracking, status updates, and DAS submission. Coordination time will be added to each monthly DAS, not to exceed 1.5 hours per month.
- The County understands that the traveling Aumentum Tech employee may discontinue participation of any portion of this on-site County activity, including travel to/from, customer visits at the County office or other locations, social events, or any other aspect of the trip if the traveler feels that unsafe practices may be conducted in his/her presence or if it is believed by the traveler that his/her health may be at risk.
- DAS statements will report consulting hours and expenses. Invoices for travel time and expenses will be submitted as travel occurs and tracked on an open Teams Support ticket for history. A summary report of total costs used, and the remaining will be provided with DAS Statements.

DELIVERABLE ACCEPTANCE STATEMENT (DAS)

PROFESSIONAL SERVICES CONSULTING – (BILLED AS USED)

Service Period: _____

Purpose

The purpose of this form is for the Customer to provide agreement for the authorized monthly professional services consulting work.

Acceptance Criteria

- Aumentum Tech has performed the billable work at the authorization of the client. (see attachment for detail)
 - Hours Billed for this DAS submission: _____
 - Billing Amount for this DAS: _____ (\$_____ per hour)

This DAS was submitted on: _____

The Customer response period for this DAS is five (5) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal written response to Aumentum Technologies with detailed contractual reference for rejecting this DAS. Rejection of a DAS will result in immediate escalation and halt deliverables for further review.

We, the undersigned, agree that the authorized work has been performed and that under the conditions of this Letter of Authorization the Customer will be billed upon signing this DAS.

Customer Approval:

☐ Approved ☐ Rejected – (provide explanation)

Solano County, CA	Aumentum Technologies
Signature:	Signature:
Printed name:	Printed name:
Title:	Title:
Date:	Date: