

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES**

The attached Schedules numbered CA2014.002.02 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
<b>MANATRON, INC. – A Thomson Reuters Business</b> 510 E. Milham Avenue Portage, Michigan 49002 ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov")	<b>MENDOCINO COUNTY, CALIFORNIA</b> 501 Low Gap Road, Room 1010 Ukiah, CA 95482 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (269) 388-2633 Fax No.: (269) 567-2930 E-mail Address: <a href="mailto:Matt.Henry@ThomsonReuters.com">Matt.Henry@ThomsonReuters.com</a>	Attention: Telephone No.: Fax No.: E-mail Address:

The parties have executed these Schedules as of the dates set forth below their respective signatures.

**TRTA Gov**

By: [Signature]  
(Signature)

Its: V.P. Finance  
(Title)

Date: March 9, 2017

Witnessed: [Signature]  
(Signature)

By: Matthew Henry  
(Printed or Typed Name)

**MENDOCINO COUNTY, CALIFORNIA**

By: [Signature]  
(Signature)

Its: Board of Supervisors Chair  
(Title)

Date: MAR 21 2017

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Witnessed: [Signature]  
(Signature)

Date: MAR 21 2017

**SIGNATURE PAGE**

Date: March 1, 2017 G.S.

**SOFTWARE SCHEDULE FOR MENDOCINO COUNTY, CALIFORNIA**

Schedule No. CA2014.002.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE				
Software Description	Quantity	Unit Price	Total Price	Comments
Aumentum Business Revenue v10.0	1	\$ 15,000.00	\$ 15,000.00	
<b>Total Software Fees:</b>			\$ 15,000.00	

**SOFTWARE USE RESTRICTIONS:** Site license(s). The license and license fees associated with the Business Revenue v10.0 implementation for Cannabis is separate from the license and license fees associated with the Aumentum Business Revenue license associated with Schedule # CA2014.002.01.

**TERM OF SOFTWARE SCHEDULE:** This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees specified in this Schedule.

Date: March 1, 2017 G.S.

**MAINTENANCE AND SUPPORT SERVICES (Collectively referred to as "Support Services") SCHEDULE FOR MENDOCINO COUNTY, CALIFORNIA**  
 Schedule No. CA2014.002.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between TRTA Gov and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES		
Software Product	Annual Price	Comments
Aumentum Business Revenue v10.0	\$ 2,690.00	
<b>Total Annual Software Support Services Fees - Year #1</b>	<b>\$ 2,690.00</b>	

**CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.**

**TERM OF SUPPORT SERVICES SCHEDULE:** Support Services shall commence on Go-Live and shall continue for an initial period of sixty (60) months subject to termination as defined in the Master Agreement. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other with written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

Date: March 1, 2017 G.S.

**PROFESSIONAL SERVICES SCHEDULE FOR MENDOCINO COUNTY, CALIFORNIA**

Schedule No. CA2014.002.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between TRTA Gov and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
General Description of Services	Model Number	Days/ Quantity	Unit Price	One-Time Fees	Comments	Estimated Completion Date
Business Revenue Implementation	INSAPP	1				TBD
Business Revenue Project Management	PROJM	1	\$ 34,840.00	\$ 34,840.00		TBD
40-Hours Billed As Used Professional Services for Installation of Aumentum Business Revenue Module in the locally installed / on premise environment.	CONV	40	\$ 200.00	\$ 8,000.00	Billed As Used	TBD
Business Revenue Conversion Estimate \$200/Hour - Billed As Used	CONV	52	\$ 200.00	\$ 10,400.00	Billed As Used	TBD
Business Revenue Estimated Travel Travel will be Billed As Used. This is not a cap.	TRAVEL	1	\$ 15,000.00	\$ 15,000.00	Billed As Used	TBD
<b>Total Professional Services Fees:</b>				<b>\$ 68,240.00</b>		

**PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Professional and Consultation/Training Services fees are due and payable after TRTA Gov performs such services in accordance with the Statement of Work and TRTA Gov's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with TRTA Gov's Professional and Consultation/Training Services.

**ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** TRTA Gov shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/Training days requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with TRTA Gov's additional Professional and Consultation/Training Services.

**GENERAL PROVISIONS:**

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) TRTA Gov recommends one (1) person per PC / terminal; and
- (6) Class size should not exceed twelve (12) trainees.

Date: March 1, 2017 G.S.

## ASSUMPTIONS FOR MENDOCINO COUNTY, CALIFORNIA

Schedule No. CA2014.002.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between TRTA Gov and the undersigned Customer (the "Agreement").

### Timeline

- o California new legislation was signed into law in October 2015 regulating the medical marijuana industry
- o Recreational Marijuana won the vote and is now legal in California.
- o January 1, 2017 – Aumentum Business Revenue installed and ready for manual account creation and taxation
- o April 1, 2017 – Aumentum Cashiering installed/configured for collections

### Configuration

- o There are four (4) incorporated Cities within the County. Appropriate Tags, Funds, Accounts would need to be setup.
- o Aumentum Tax Distribution must be installed and configured to disburse tax collections
- o Basic calculation formulas and methods will be used which are currently supported by the product

### Conversion

- o Accounts do not exist in a legacy system
- o No data to be converted – day forward solution, county would have to hand enter all data.
- o County staff will manually create the business account, location, and business tax/trust tax account
- o Only data to be imported is data that is necessary to support proper and error free operation of Aumentum

### Public Access

- o Online functionality is not required for go-live of Business Revenue tax, but is part of long term plan
- o Public Access for Business Revenue with regard to this Marijuana Tax is not a part of their existing agreement and would be an addendum to their contract with appropriate charges.

### The Aumentum application and database is to be a locally installed / on premise solution.

- o Training to be provided to allow client to conduct the base level functions
- o Create Legal Parties
- o Business Accounts
- o Locations
- o Business Tax and/or Trust Tax Accounts
- o Collections
- o Printing of Certificates

- Product base reports are to be used.
- Assumption: Engineering dependency is zero at this point.

Date: March 1, 2017 G.S.

**SUMMARY SCHEDULE FOR MENDOCINO COUNTY, CALIFORNIA**

Schedule No. CA2014.002.02 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between TRTA Gov and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
SOFTWARE	\$ 15,000.00
PROFESSIONAL SERVICES (billed as used)	\$ 68,240.00
<b>Total One-Time Fees - Plus Freight:</b>	<b>\$ 83,240.00</b>

**Payment Terms for One-Time Fees:** Manatron will invoice the County per the following Schedule. Fees are due and payable after Manatron performs such services in accordance with the Billing Milestone Acceptance forms in the Statement of Work and Manatron's invoice(s) that shall be sent to the Customer. All invoices are due within 30 days of receipt.

ONGOING FEES	
Description	Annual Price
SOFTWARE SUPPORT SERVICES - Years 1	\$ 2,690.00
SOFTWARE SUPPORT SERVICES - Years 2	\$ 2,771.00
SOFTWARE SUPPORT SERVICES - Years 3	\$ 2,854.00
SOFTWARE SUPPORT SERVICES - Years 4	\$ 2,940.00
SOFTWARE SUPPORT SERVICES - Years 5	\$ 3,028.00

**Payment Terms for Ongoing Fees:** Ongoing Fees are due and payable in advance of each annual term and after Year # 5 are subject to increases as defined in Section 8.2 of the Master Agreement.

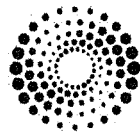
**Taxes:** The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Manatron for such tax liability within thirty (30) days of receiving written notice of such tax liability from Manatron.

Date: March 1, 2017 G.S.

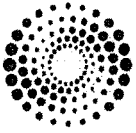
**THOMSON REUTERS**  
**AUMENTUM**

STATEMENT OF WORK  
CA2014.002.02

Mendocino County, CA



**THOMSON REUTERS™**



DOCUMENT INFORMATION

<b>Document Title</b>	Statement of Work # CA2014.002.02-SOW - Cannabis				
<b>Author</b>	Project Management Office				
<b>To Be Approved By</b>	TRTA Gov Project Manager – TBD		Mendocino County, CA Project Manager -		
<b>Comments</b>					
<b>File Name</b>	Mendocino County CA2014.002.02-SOW				
<b>REVISION HISTORY</b>					
<b>Rev</b>	<b>Section</b>	<b>Type</b>	<b>Date</b>	<b>Author</b>	<b>Remarks</b>
0.1					
0.2					
0.3					
.04					
.05					
.06					
.07					
1.0					
1.01					



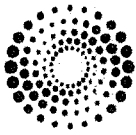


Table of Contents

1 STATEMENT OF WORK (SOW) INTRODUCTION .....6

1.1 DOCUMENT PURPOSE .....6

1.2 PURPOSE STATEMENT .....6

1.2.1 PUBLIC ACCESS .....6

1.3 PROJECT PHASES .....6

1.4 DEFINITIONS/ABBREVIATIONS .....10

1.5 SCOPE DEFINITION .....11

2 PROJECT START UP – PHASE 1.....11

2.1 PROJECT WORK DEFINITIONS .....11

2.2 PROJECT APPROACH .....11

2.3 PROJECT MANAGEMENT .....12

2.4 DEFINE AND INITIATE PROJECT COMMUNICATIONS PROCESSES .....12

2.5 ESCALATION PROCESS .....12

2.6 PROJECT PLANNING .....13

2.7 CHANGE MANAGEMENT PROCESS .....13

2.8 RISK MANAGEMENT .....14

2.9 PROJECT REPORTING .....14

3 BASE SYSTEM INSTALLATION AND SETUP - PHASE 2 .....15

4 CLIENT CONFIGURATION – PHASE 5 .....15

5 USER ACCEPTANCE TESTING (UAT) – PHASE 10 .....16

6 CLIENT TRAINING – PHASE 11 .....16

6.1 TRAINING LOCATION/FACILITIES .....17

6.2 TRAINING MATERIALS .....18

7 GO-LIVE – PHASE 12.....18

7.1 PROJECT COMPLETION .....18

7.2 PLACE OF PERFORMANCE .....18

8 MILESTONE DELIVERABLES ACCEPTANCE.....18

8.1 MILESTONE DELIVERABLES ACCEPTANCE APPROACH .....18

8.2 MILESTONE DELIVERABLES ACCEPTANCE PROCEDURE .....18

8.3 NONCONFORMING DELIVERABLE.....19

9 THE CLIENT RESPONSIBILITIES.....19

9.1 OFFICE FACILITIES .....19

9.2 FACILITIES ACCESS.....19

9.3 PROCUREMENT.....19

9.4 SOFTWARE SOLUTION LAB .....19

9.5 NETWORK INFRASTRUCTURE AND TRTA GOV ACCESS .....20

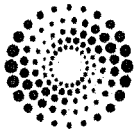
9.6 TRAVEL .....20

9.7 CLIENT EXPERTISE AND PERSONNEL .....20

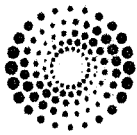
10 ASSUMPTIONS AND CONSTRAINTS .....20

11 AGREEMENT TO SOW .....21

STATEMENT OF WORK AGREED AND ACCEPTED: .....21



<b>BILLING MILESTONES FOR AUMENTUM IMPLEMENTATION .....</b>	<b>21</b>
<b>(SEE FOLLOWING PAGES FOR DETAILED ACCEPTANCE CRITERIA): .....</b>	<b>21</b>
<b>DELIVERABLE ACCEPTANCE STATEMENT (DAS).....</b>	<b>22</b>
<b>PHASE 2 – READY FOR USER ACCEPTANCE TESTING (UAT) - (BILLING MILESTONE #1) .....</b>	<b>22</b>
<b>DELIVERABLE ACCEPTANCE STATEMENT (DAS).....</b>	<b>23</b>
<b>PHASE 4 – GO LIVE AUTHORIZATION - (BILLING MILESTONE #2).....</b>	<b>23</b>
<b>APPENDIX A .....</b>	<b>24</b>
<b>DELIVERABLE ACCEPTANCE STATEMENT (DAS).....</b>	<b>24</b>
<b>MIGRATION OF DATA INTO PRIMARY AUMENTUM PROJECT DATABASE .....</b>	<b>24</b>
<b>(BILLING MILESTONE #3) .....</b>	<b>24</b>
<b>ATTACHMENT A – BUSINESS REVENUE WORKSHOPS .....</b>	<b>25</b>



## 1 STATEMENT OF WORK (SOW) INTRODUCTION

### 1.1 DOCUMENT PURPOSE

This Statement of Work (SOW) will be an addendum to Schedules for Master Agreement No. CA2014.002.02 pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 by and between Manatron, Inc. – A Thomson Reuters Business (hereafter referred to as “Thomson Reuters Tax & Accounting, Government” or “TRTA Gov”) and Mendocino County, California (hereafter referred to as Client) all the terms and conditions of those agreements will pertain. It is intended to define the work requirements and responsibilities between Thomson Reuters Tax and Accounting, Government and the Client on deliverables related to the project implementation.

### 1.2 PURPOSE STATEMENT

The purpose of this project is to implement the TRTA Gov Aumentum solution into the Client’s office. This Statement of Work describes the project that TRTA Gov is responsible for implementing as well as the responsibilities of both parties. During the project planning phase, a subsequent Project Management Plan (or Execution Plan) and project schedule will be jointly agreed upon by the TRTA Gov and Client project managers. The Project Management Plan will detail how the project will be managed, including communication, risk, and more specific scheduling plans related to the project.

The TRTA Gov Aumentum software implementation project will facilitate the installation of the most recent standard configuration of the software (as demonstrated to the Client) into the Client’s process scheme.

#### 1.2.1 PUBLIC ACCESS

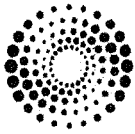
This statement of work assumes that the public access (eGovernment) module and components for items such as eBilling, eFiling, ePayment is excluded from the scope of this project. The Client may integrate with other systems by extracting the needed data.

### 1.3 PROJECT PHASES

TRTA government projects are administered in phases as outlined in the main project SOW (CA2014.002.01). This project will use 5 of the phases as noted below:

- Phase 1 and 2: Project Start up; Base System Installation and Setup
- Phase 5: Client Specific Configuration
- Phase 10: User Acceptance Testing
- Phase 11: Client Training – billed as used
- Phase 12: Go Live

Within each of these 5 project phases, the Thompson Reuters implementation team will institute a methodology of providing interim deliverables in the form of workshops. Workshops help breakdown the larger milestones into smaller units of work to be delivered to the Client. They include discreet inputs and outputs with acceptance criteria for each. The intent is for both parties to agree upon the completion of each of these workshops during a project phase so that leading into a project milestone; all deliverables will have been clearly met or notes if off track. Below and included in Attachment A is a sample of available workshops the TRTA Gov professional services can offer.

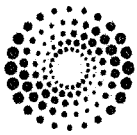


Workshops which are typical for a project of this size and scope have been included in Attachment A for reference. During the phase 1 project planning and project scheduling deliveries, TRTA Gov will provide to the County a final listing of workshops required to deliver all project tasks within the scope of work for the project.

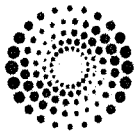
Throughout the course of the project, in the event the Client or TRTA Gov identifies scope that is not contained within the SOW referenced workshops, the change management process will be followed to add or expand workshop(s) that will deliver the necessary project activities. This may include but is not limited to training, business process analysis, configuration and conversion.

Mendocino Count of Workshops										
Row Labels	Milestone No. 1	Milestone No. 2	Milestone No. 4	Milestone No. 5	Milestone No. 7	Milestone No. 9	Milestone No. 10	Milestone No. 11	Milestone No. 12	Grand Total
Accounts Receivable				1						1
Business Revenue				9	2	1	3	2	1	21
Cashiering				10		1	3	2	1	20
Configuration			7	2						9
Intro to Aumentum			5							5
Levy				1						1
PMO		3							1	7
<b>Grand Total</b>	<b>3</b>	<b>12</b>	<b>23</b>	<b>2</b>	<b>2</b>	<b>6</b>	<b>4</b>	<b>3</b>	<b>13</b>	<b>68</b>

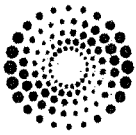
DAS Map and ID	Workshop Title
<b>Milestone No. 1</b>	
PMO.01.01	Client Project Kick-off
PMO.01.02	Project Plan
PMO.01.03	Project Schedule
<b>Milestone No. 2</b>	
CNFG.02.01	Common Functions
CNFG.02.02	Configuration of Fees
CNFG.02.03	Configuration of the Functional Calendar
CNFG.02.04	Configuration of Users, Roles, and Security
CNFG.02.05	Configuration of Application Settings
CNFG.02.06	Configuration of Printers
CNFG.02.07	Configuration of Systypes
INTRO.02.01	Configuration of Workstations
INTRO.02.02	Help Screens/external resources
INTRO.02.03	Info Center inquiry screens
INTRO.02.04	System navigation/menu system
INTRO.02.05	User interface/common controls
<b>Milestone No. 4</b>	
AR.04.03	Accounts Receivable Setup /Configuration
BR.04.01	Business Revenue requirements review with Thomson Reuters and the client
BR.04.02	Business Account Maintenance & Detail



BR.04.03	Business License Maintenance
BR.04.04	Business Trust Tax Maintenance
BR.04.05	Groups, Correspondence, Discovery, Audit Maintenance
BR.04.06	Batch Processes
BR.04.07	Correspondence
BR.04.08	Reports
BR.04.99	Business Revenue - Document requirements review decisions
CASH.04.01	Cashiering requirements review with Thomson Reuters and the client
CASH.04.02	Overview of Cashiering
CASH.04.03	Cashiering Setup / Configuration
CASH.04.04	Cashiering Functionality
CASH.04.05	Balancing
CASH.04.06	Reports
CASH.04.07	Management Console
CASH.04.08	Workflow
CASH.04.09	Correspondence
CASH.04.99	Cashiering - Document requirements review decisions
CNFG.04.01	Configuration Requirements review
CNFG.04.99	Configuration - Document requirements review decisions
LEVY.04.02	Levy setup/configuration
<b>Milestone No. 5</b>	
BR.05.01	Business License Configuration
BR.05.02	Business Trust Tax Configuration
<b>Milestone No. 7</b>	
BR.07.01	UAT BR Configuration review (with client)
CASH.07.01	UAT CASH Configuration review (with client)
<b>Milestone No. 9</b>	
BR.09.01	Business Revenue Interfaces and Extracts
BR.09.02	Business Revenue Reports
BR.09.03	Business Revenue Workflow
CASH.09.01	Cashiering Interfaces and Extracts
CASH.09.02	Cashiering Reports
CASH.09.03	Cashiering Workflow
<b>Milestone No. 10</b>	
BR.10.01	client Business Revenue testing assistance (throughout UAT)
BR.10.02	client Cashiering testing assistance (throughout UAT)
CASH.10.01	Review of TR recommended Business Revenue test



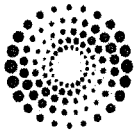
	scripts
CASH.10.02	Review of TR recommended Cashiering test scripts
<b>Milestone No. 11</b>	
BR.11.01	Product overview - provides general review of menus, navigation and searching.
CASH.11.01	Product overview - provides general review of menus, navigation and searching.
PMO.11.01	Train the Trainer (optional with CR)
<b>Milestone No. 12</b>	
BR.12.01	Go Live Preparation
BR.12.02	Go-Live Support
BR.12.03	Validation review and feedback (internal)
CASH.12.01	Go Live Preparation
CASH.12.02	Go-Live Support
CASH.12.03	Validation review and feedback (internal)
PMO.12.01	Cutover Plan
PMO.12.02	Go Live Preparation
PMO.12.03	Go Live Support
PMO.12.04	Prioritized Fault List Review for Go Live (Severity Levels 1 and 2)
PMO.12.05	Prioritized Fault List Review for Go Live (Severity Levels 3 and 4)
PMO.12.06	Lessons Learned
PMO.12.07	Transition to Support - External



## 1.4 DEFINITIONS/ABBREVIATIONS

The following abbreviations are employed in the Statement of Work:

Acceptance Plan	A high level set of criteria for the final acceptance of the system.
BPA (Business Process Analysis) Business Scenario	A Workshop process for reviewing the functional requirements and review how Aumentum COTS will be configured to meet the Client business rules. A high level UML or equivalent use case.
Change Control Plan	A change control template and list of situations/activities that will require a duly authorized Change Order to be considered valid.
Communication Plan	A high level description of the communication procedures that will be used in communications between TRTA Gov and the Client for project management and critical issue resolution.
COTS	Commercial off the Shelf software - for the purposes of this document, COTS refers to the current, generally available releases of Thomson Reuter's software products.
Customer/Client	The Client
DAS	Deliverable Acceptance Statement/Project Acceptance Forms
Issue Management Plan	An issues register and high level description of how issues will be classified registered and resolved.
OJT	On the Job Training
PCR or CR	Project Change Request or Change Request. The formal document used to submit desired project changes.
PMC	Project Management Committee which consists of the working members of the project management team.
PMP	Project Management Plan document (AKA Project Execution Plan)
Project Plan Schedule	Microsoft Project is used to provide mutually agreed upon scheduled activities necessary for project completion.
Risk Management Plan	A high level description of activities TRTA Gov and the Client will implement to mitigate identified areas of risk to the successful completion of the project. The risk plan will also include a Risk Register which will track identified risks and risk management.
SOW	Statement of Work
TFS	Team Foundation Server, an internal system used by TRTA Gov to track and process software modification requests generated through the Connect Care Support system.
UAT	User Acceptance Testing
UML	Unified Modeling Language



## 1.5 SCOPE DEFINITION

This SOW describes the TRTA Gov tasks and activities involved in the implementation of the project as set forth in this document. The project includes defined milestones, deliverables, a payment schedule, and project plan (schedule) to manage the implementation process. Once the actions described in the following work and deliverable sections are successfully completed, the scope of this project will end. Each milestone, to be defined in the project schedule, will require timely acceptance by the Client for that specific deliverable upon completion.

All TRTA Gov personnel resources, as well as products proposed to be furnished during the delivery of services under this SOW, will be detailed herein. Only TRTA Gov personnel and products specifically described in this SOW will be furnished.

Project requirements or services not explicitly included in the TRTA Gov contract, SOW or in the Functional Requirements set forth below in Appendix [A] will be considered out-of-scope, and will be handled through the TRTA Gov change control process.

## 2 PROJECT START UP – PHASE 1

### 2.1 PROJECT WORK DEFINITIONS

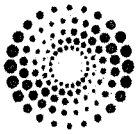
TRTA Gov will utilize its Project Methodology to manage the project. Through the use of this discipline TRTA Gov will provide overall project management, as well as provide software licenses, software integration, implementation, acceptance test support, training, consulting services, and associated deliverables, and the application software as documented in this SOW. The Client will promptly assign a project manager and also provide required technical and domain expertise in accordance with a preliminary work plan developed by TRTA Gov, and the Client.

### 2.2 PROJECT APPROACH

This contract amendment is bringing forward aspects of the larger Aumentum Valuation, Tax and Business Revenue projects to allow a Cannabis Business Revenue solution to be installed. This will be accomplished by managing and delivering this project using these guiding principles:

- The scope of this project includes Thomson Reuters working with Mendocino County to deliver to install, setup and configure a stand-alone Aumentum Cannabis Business Revenue solution prior to the full Aumentum valuation and tax solution.
- No data conversion will be included in the scope of the project work. The system will be installed as a day-forward solution, meaning all ownership and property characteristic data will have to be hand entered starting with the go-live of the new system.
- As part of the full Aumentum project implementation, the Cannabis Business Revenue stand-alone solution will need to be converted / migrated into the full Aumentum database. This is outside the scope of the stand-alone Aumentum Cannabis Business Revenue implementation.
- Some data entry by the end user will be necessary in order to proceed with testing and training phases of the project.
- End users will be responsible for creating and maintaining any correspondence and reporting requirements using standard data services provided as part of the install.
- This project will be driven using a Proof of Concept (POC) approach built upon the existing 10.00 California BR solution.
- A hands-on interactive workshop driven approach will be used to stand up a base system where Thomson Reuters technical consultants and Client end users specialist work collaboratively to evaluate configuration





and business process needs. Should it become necessary for core system changes to be made that require scheduling and release planning in order for project work to proceed, the viability of the project schedule will need to be evaluated by the project management and/or project governance committee.

### 2.3 PROJECT MANAGEMENT

TRTA Gov and the Client project managers will manage the overall project effort and supervise each project subgroup tasked with all key project deliverables. TRTA Gov will appoint a project manager for the duration of the project that will be the primary point of contact with Client. The TRTA Gov project manager will be responsible for weekly status calls and scheduling. The TRTA Gov project manager will be fully knowledgeable of the goals of the project, with an objective to provide access to customer resources (such as personnel, documents, and physical areas) and be responsible for all administrative and technical decisions on the project, in conjunction with the Client project manager. Furthermore, the project manager will coordinate all TRTA Gov on-site and off-site personnel working on the project. The TRTA Gov Project Manager will schedule implementation team resources and work with the Client Project Manager to ensure that the Client team resources are available for planned activities.

### 2.4 DEFINE AND INITIATE PROJECT COMMUNICATIONS PROCESSES

The objective of this activity is to define the communication needed and orchestrate it effectively for the project as defined below. The project manager will perform several tasks at the beginning of the project including:

- Define, agree, and initiate the project communication plan
- Agree upon and establish a project management library and / or portal
- Define the Escalation Process, including specific named stakeholders
- Initiate Issues Register
- Initiate Risk Register

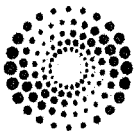
### 2.5 ESCALATION PROCESS

Project issues, that cannot be resolved by the TRTA Gov and Client Project Managers or by the Project Management Team, will be managed through the Escalation Process, including written notification to the Project Steering Committee.

The committee will be responsible to resolve or make final recommendations on issues that are escalated by the Project Managers to the Project Steering Committee. The committee members will also be responsible for review of any change controls involving cost, schedule requiring approval TRTA Gov and client senior management.

Table 1: Project Steering Committee

Name	Title	Role	Contact Information
Julie Forrester	County PM	Oversee the activities performed by the staff within the county	<a href="mailto:forresterj@co.mendocino.ca.us">forresterj@co.mendocino.ca.us</a> 707-234-6883
Shari L. Schapmire	Treasurer, Tax Collector	Project sponsor	<a href="mailto:schapmis@co.mendocino.ca.us">schapmis@co.mendocino.ca.us</a> 707-234-6884
Moore, Kelby	TRTA Gov, Dir Operations	Professional Services & Implementation Oversight	<a href="mailto:kelby.moore@thomsonreuters.com">kelby.moore@thomsonreuters.com</a> 937-684-6288
Channell, Jennifer	TRTA Gov PM	Manage all aspects of the project	<a href="mailto:jennifer.channell@thomsonreuters.com">jennifer.channell@thomsonreuters.com</a> 269-388-2549



## 2.6 PROJECT PLANNING

TRTA Gov will provide the initial Project Planning tools including a proposed detailed project schedule and estimated project staffing resource requirements. The TRTA Gov Project Manager and the Client Project Managers shall conduct a joint review of the proposed project schedule during the planning phase. Once the schedule is agreed by the project management team it will become the primary tool used to guide the project team, monitor, and control the project.

Any material changes to the accepted project schedule which affect the schedule of milestone tasks or that are considered to be of significant impact by either project manager will be processed using the defined change control procedures.

TRTA Gov will identify resources required to sufficiently staff the project during project initiation and planning. Thomson Reuter's resources are assumed to be shared with other activities outside of this project unless otherwise specified here as a dedicated project resource. The Client is responsible for providing the required staff at the appropriate times throughout the project (as identified in the project schedule).

## 2.7 CHANGE MANAGEMENT PROCESS

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules.

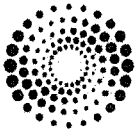
The intent of the Cannabis project is that Mendocino will receive the standard Business Revenue solution as is. If engineering changes or additional professional services work is required, the scope of the project will be re-evaluated between Thomson Reuters and the client and the schedule will not be guaranteed. Should a Change Request be necessary, this section defines the formal process.

Change Management is a formal procedure to manage changes to project deliverables (including requirements, specifications, resources and project plans). Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analysed, evaluated, and reported. A Project Change Request (PCR) shall be the vehicle for communicating changes.

A Change of Scope is defined as a change to any of the following:

- Hardware configuration affecting the performance or capacity of the system;
- Third-party software configuration affecting the performance or capacity of the system;
- A change in the software or hardware configuration;
- A change in the form or functionality of the TRTA Gov application software that deviates from the mutually agreed upon final software requirements; or
- Any other change that could affect the project schedule, resources, scope or budget.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented through Thomson Reuter's Change Management System. The Client or TRTA Gov can initiate these Change Requests. Both parties shall identify the nature of the proposed change and reasons for the proposed change. The Client acknowledges that the process of scoping a Change Request may include a substantial amount of work effort. For any Change Request that TRTA Gov believes will require more than a nominal effort (5-10 Hours) to define TRTA Gov will provide an estimate of how long it will take to define the changes requested. The estimate can be provided in written form, communicated via e-mail, verbally, or as mutually agreed upon between both parties. The estimate will include the number of hours associated with estimating the Change Request as well as any expected Travel Related expenses. Based on the estimate provided, the Client can then choose to have TRTA Gov move forward with defining the Change Request or cancel their request.



TRTA Gov shall evaluate the effect of the change set forth in the Change Request (CR) with respect to the feasibility, usability, price, training, acceptance criteria and implementation date of the project. The results of Thomson Reuter's evaluation shall be added to and become part of the Change Request. If Thomson Reuter's evaluation of the request is positive, TRTA Gov will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If Thomson Reuter's evaluation is negative, TRTA Gov will provide their rationale for not recommending the change.

TRTA Gov will work jointly with the Client to determine mutual interest in pursuing the Change Request. The Client may accept or reject the proposed solution. Should mutual agreement be reached, TRTA Gov shall submit feedback to the Client, including impact to timing and price of implementation and maintenance.

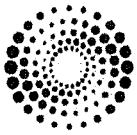
If TRTA Gov does not agree that functionality requested by the Client is in scope, then the Client initiates a change request. TRTA Gov will complete an estimate of the work effort to define the Change Request as listed above or if nominal effort is required to verify the change request, defining potential impact and risk, a cost proposal and a statement of work. The Client Project Management and Steering Committee will review the change request. If the parties decide to cancel the CR the process ends and any fees that were mutually agreed upon will be invoiced to the Client for the evaluation and analysis of the change request. If Client approves the change request then mutually agreeable payment and delivery terms will be further defined.

## 2.8 RISK MANAGEMENT

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, resource, 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. Risk reviews identify the status and the effectiveness of avoidance and contingency actions for each risk. This process will continually be reassessed, during the reporting/status updates for the project.

## 2.9 PROJECT REPORTING

- **Regularly scheduled status reports** - TRTA Gov shall develop a regular status report for the Client in conjunction with the agreed upon schedule for status review meetings. The status reports will include a list of completed tasks, a schedule of tasks to be completed, and verification of milestone/billing completion dates, issues, problems, concerns, and procedure changes. The specific content of the client status report is defined in the Project Management Plan.
- **Risk Register** - During the initial planning meetings the risk register will be formally established and tracked as well as updated throughout the project.
- **Change control register** - The status of formal Project Change Requests will be tracked on the Change Control Register.
- **Project Schedule** - Progress will be measured against and tracked on the project schedule by the TRTA Gov project manager. The schedule will be published by TRTA Gov biweekly throughout the project.
- **Project Reviews** - TRTA Gov and the Client will conduct regularly scheduled meetings to review and update overall project status, report on activities and recommendations from the Project Steering Committee, and report the status of compliance to the Project Team.



- **Project Document Library** – TRTA Gov will make a library of project documentation available to the Client. The Client shall have the option of posting all items from the library to their intranet SharePoint site, provided all documents are treated as confidential and proprietary, and not a matter of public record.

### 3 BASE SYSTEM INSTALLATION AND SETUP - PHASE 2

The purpose of this phase is to install the base Business Revenue Database in a locally installed / on premise Aumentum solution at the Client's location, on the Client's equipment with access to the application for the Client.

#### **TRTA Gov Roles and Responsibilities – Base System Install**

- All base system COTS components required to execute the project have been installed;
- All base system COTS components are operable, but not necessarily integrated with the external systems, in the development environment;

#### **Client Roles and Responsibilities – Base System Install**

- Provide technical information and support to TRTA Gov for the access permissions to be set up for the locally installed / on premise Aumentum solution.

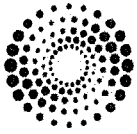
### 4 CLIENT CONFIGURATION – PHASE 5

Due to the highly configurable nature of the Aumentum COTS application, Client specific configuration is required for the valid function of the software. Through the course of the project, TRTA Gov and the Client will execute Workshops in order to review how Aumentum COTS will be configured to meet the Client business rules. These sessions will be informal in nature, but will serve a dual purpose as preliminary training on the system.

This phase involves configuring and testing the specific application features to match the client needs. This, Informal UAT, will kick-off the process of the Client identifying and writing Test Scripts that will ultimately be used in UAT.

#### **TRTA Gov Roles and Responsibilities**

- Document the initial set of configurations based on workshop sessions with the client;
- Create and maintain the client configuration database;
- Test the base applications functionality based on the initial configuration prior to client testing;
- Review the Application with the client based on the initial configuration; and
- Make any mutually agreed upon corrective changes based on client feedback and contracted severity levels.



**Client Roles and Responsibilities**

- Provide all of the requested codes, system settings and account codes required to populate Aumentum;
- Provide the necessary information to facilitate completion of the appropriate configuration;
- Test application's initial configuration results using the Clients test scripts and data; and
- Report any configuration faults in the TRTA Gov prescribed format.

## 5 USER ACCEPTANCE TESTING (UAT) – PHASE 10

User Acceptance Testing is primarily concerned with testing the functionality of the delivered software and configurations as identified in the previous phase. The Client has the primary responsibility for conducting this testing.

Interface Integration Testing is Part of User Acceptance Testing process which ensures that the system properly connects to external systems as agreed upon during the Configuration Workshop. This project scope assumes one UAT cycle. The following activities will take place prior to during UAT.

**TRTA Gov Roles and Responsibilities**

- Validate test scripts for faults;
- Provide sample documents and procedures which support the testing process;
- Respond to reported faults and questions as they arise throughout the testing process; and
- Provide guidelines for level of detail required for submitting test results back to TRTA Gov.

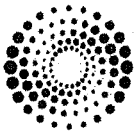
**Client Roles and Responsibilities**

- Development of the test strategy/plan document;
- Development of test scripts;
- Execution of testing scripts;
- Management, documentation, reporting of test results back to TRTA Gov;
- Rank, prioritize or otherwise note level of severity of each item found; and

## 6 CLIENT TRAINING – PHASE 11

Training of personnel is critical to the immediate and long-term success of any system. TRTA Gov will assist in defining and reviewing a training strategy in consultation and with approval of the Client. The client project personnel activity engaging in this project (Technical staff, SME's) will be responsible for conducting training for their own Client staff. TRTA Gov assumes that the project users are knowledgeable in the operation of workstations in a Windows® environment.

- No dedicated training days are included in the scope of this statement of work. Any training specific to the Cannabis functionality is considered included as part of the Aumentum Implementation training plan (Aumentum SOW), travel estimates and overall services budget. If client wishes to bring forward training days for Cannabis project any such training days would be billable against Schedule # CA2014.002.01 and Phase 11 – Client Training – (Billing Milestone #11) in the Statement of Work.



- On the job training in workshop environment – county personnel being actively engaged in all project workshops and testing activities will inherently also provide hands on learning for the Cannabis functionality (to help reduce additional training classes and costs)
- Any additional training for the Cannabis Business Revenue functionality will be billable against the Phase 11 – Client Training – (Billing Milestone #11)

Training will be provided to allow the client to conduct base level functions.

- Create legal parties
- Locations
- Collections
- Business Accounts
- Business Tax and/or Trust Tax Accounts
- Printing of certificates

The general provisions for client training include:

1. Client shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
2. All Client personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
3. Up to six hours of training are included in a "full day" of training;
4. Client acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
5. TRTA Gov recommends one (1) person per PC/Terminal; and
6. Class size not to exceed twelve (12) trainees.

#### **TRTA Gov Roles and Responsibilities**

- With the Client Project Manager, define and implement a mutually agreed upon training strategy;

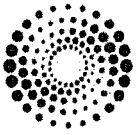
#### **Client Roles and Responsibilities**

- Provide training location and setup as described in section 12.5;
- With the TRTA Gov Project Manager, define mutually agreed upon training sessions (types of training);
- Identify the appropriate users for each training session;
- Ensure the employees attend the training sessions; and
- Provide planning, vacation and Holiday schedules.

#### **6.1 TRAINING LOCATION/FACILITIES**

TRTA Gov will provide training at the Client offices. For all training locations the Client will provide the following training facilities:

- Classroom equipped for a maximum of 12 students;
- One PC per user with access to the training system;
- Overhead projector (compatible with instructor's PC), projector screen, white board and flip charts; and
- Application environment and training database – a computing environment consisting of a stable release of the application software, a training database containing converted data and the required network access.



## 6.2 TRAINING MATERIALS

TRTA Gov will provide or make available course materials to be used by trainers and trainees during client (train the trainer) conducted training classes. TRTA Gov will also provide PDF electronic copies of the materials to the Client for duplication and distribution.

## 7 GO-LIVE – PHASE 12

Initiate Production and Business Process Cutover –Depending on the Client, and it involves the transition of the system from a test environment to the daily usage in production operations.

### 7.1 PROJECT COMPLETION

Detailed project schedule and completion dates will be mutually agreed upon during the project planning phase.

### 7.2 PLACE OF PERFORMANCE

TRTA Gov will perform all project work at Thomson Reuter's locations and/or the Client offices unless otherwise noted in the SOW. Most TRTA Gov project work will be performed at its offices; however work on the following tasks may be performed partially at the Client offices.

- System Installation and related training;
- Application software configuration;
- End user training; and
- Production cutover.

## 8 MILESTONE DELIVERABLES ACCEPTANCE

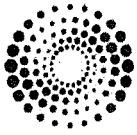
### 8.1 MILESTONE DELIVERABLES ACCEPTANCE APPROACH

For each of the key milestone deliverables identified in this SOW there will be a formal acceptance process in place. By virtue of completing an acceptance process, the Client Project Manager is providing TRTA Gov with assurance that the Client is satisfied that the deliverable in question and it can be marked complete. Likewise, by not completing (or rejecting) the acceptance process, the Client Project Manager claims the project is off track and should not proceed to the next phase of the implementation until further review can be completed to determine a process for issue resolution. This may impact the overall project schedule.

### 8.2 MILESTONE DELIVERABLES ACCEPTANCE PROCEDURE

The procedure for formal acceptance of a deliverable will have the following steps, in conformance with the contract section on Approval/Acceptance of Deliverables:

- Each deliverable milestone in the project schedule will be completed and presented to the Client;
- For the major project deliverables as defined in this SOW, TRTA Gov will schedule a "Deliverable Overview" conference call with the Client Project Manager to outline the content of the deliverable and provide any points of clarification. This conference call will be scheduled to coincide with the completion of the deliverable;
- A Deliverable Acceptance Statement (DAS) will be presented by the TRTA Gov Project Manager to the Client Project Manager;



The Client Project Manager will review the DAS; confer with the appropriate team members and return the signed DAS indicating acceptance. OR, in the case of non-acceptance the Client will document the reasons, in detail, for the non-acceptance and provide such reasoning in a timely manner. Acceptance or rejection of a DAS will be completed within the specified project schedule timeline to avoid any delays to subsequent project phases;

- In the case of non-acceptance of a deliverable, TRTA Gov will confirm receipt of the Client's non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s);
- The TRTA Gov Project Manager will catalog the response on the Deliverable Register and if the deliverable is not accepted the effects on the project in the next Project Status Report (PSR). Effects of non-acceptance may include changes in the critical path schedule; and
- Please Note: It is the responsibility of the Client to maintain appropriate archival and back-up copies of all deliverables.

### 8.3 NONCONFORMING DELIVERABLE

If the Client determines that a deliverable does not meet in all material respects the contractual requirement, the Client shall notify TRTA Gov in writing of the Client's rejection of the Software and Services by utilizing the project acceptance sign off forms at the end of this SOW document. The Client must attach further instruction that specifies the contract requirement (language, page, section), and describe with reasonable detail the non-conformance that forms the Client's basis for rejection of the deliverable.

Upon receipt of notice of non-acceptance, TRTA Gov shall reply within 10 business days with a documented plan to modify or improve the Software and Services at TRTA Gov's sole expense so that the deliverable meets, in all material respects the contracted Acceptance Criteria.

## 9 THE CLIENT RESPONSIBILITIES

### 9.1 OFFICE FACILITIES

The Client shall provide timely access during their regular business hours (M-F 8:00 am - 5:00 pm) to office facilities for TRTA Gov personnel while they are on-site. If after-hours access is necessary it can be pre-arranged with the Client. These facilities shall include work areas, desks and chairs, telephones and wireless access, copier machines, and access to a facsimile machine. All arrangements will be coordinated prior to arriving on site.

### 9.2 FACILITIES ACCESS

The Client shall provide timely access to all required areas of their premises for TRTA Gov to perform our duties within the requirements of this SOW. Access to restricted areas of the Client premises (including the server room, wiring closets, and so forth) must include an authorized escort from the Client IT.

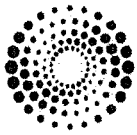
### 9.3 PROCUREMENT

The Client shall procure and fully license all hardware and software products, other than the software provided by TRTA Gov, required for the project.

### 9.4 SOFTWARE SOLUTION LAB

The Client shall provide a facility that will serve as the lab where computer stations will be set up for interfacing with the test and development database.





## 9.5 NETWORK INFRASTRUCTURE AND TRTA GOV ACCESS

The Client will provide TRTA Gov with network access.

## 9.6 TRAVEL

All on site travel will be mutually agreed upon prior to making any travel arrangements, and the Client will authorize all travel. The Client will be expected to reimburse for all travel expenses according to the agreed upon contract pricing. Any travel deemed necessary outside of the estimated contracted budget will require a billable change request. All TRTA Gov travel will require a 15 day advance booking, per corporate policy.

## 9.7 CLIENT EXPERTISE AND PERSONNEL

The TRTA Gov solution offering leverages Client technical expertise in several areas. Replacing legacy system experience, access to systems and to coordinate with Client system, policies and processes is costly. TRTA Gov can contract for additional services in the areas of system conversion and installation on a time and materials basis in addition to our standard implementation methodology.

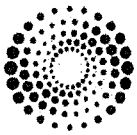
The Client will ensure all project personnel with the appropriate skill level will be available according to the project scheduled dates. Any personnel changes that effect critical project milestones will be addressed through the Change Management Process.

# 10 ASSUMPTIONS AND CONSTRAINTS

Prior to beginning this project, the Client will have had the opportunity to view a demonstration of the Aumentum suite of software products. All issues concerning outstanding functionality will be resolved prior to beginning this project or will be addressed through the Change Management Process.

This project includes the delivery of the current state standard configuration and setup of the Aumentum COTS software suite. Aumentum functionality described in this SOW or any related contract and proposal documents will be provided as part of this project. The configuration phase may reveal necessary changes in workflow, office set-up, or software functionality that could affect the hardware required, project timeline, or standard software functionality.

The Client is responsible for any necessary software training or testing with all third party agents.



11 AGREEMENT TO SOW

STATEMENT OF WORK AGREED AND ACCEPTED:

We, the undersigned, accept this document as a stable work product to be used in the delivery of the project described herein. Any deviation from this Statement of Work is to be handled through TRTA Gov's Change Management Process.

This Statement of Work will confirm all requests for software and services as outlined and at the prices indicated. This will be an addendum to Schedules for Master Agreement No. CA2014.002.02 pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2014.002 between the Client and TRTA Gov, and all the terms and conditions of those agreements will pertain.

BILLING MILESTONES FOR AUMENTUM IMPLEMENTATION (SEE FOLLOWING PAGES FOR DETAILED ACCEPTANCE CRITERIA):

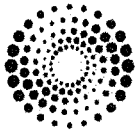
Table with 4 columns: Milestone #, Project Phase, Software Billing, Services Milestone. It lists five project phases from start-up to data migration with associated billing amounts.

The above fees do not include travel expenses which are estimated at \$15,000.00. Maintenance and Support fees are specified in Schedule #'s CA2014.002.02. Maintenance and Support shall commence on Go Live as referenced in Schedule #'s CA2014.002.02.

Mendocino County, CA:

TRTA Gov:

Signature and name fields for Mendocino County and TRTA Gov, with handwritten entries for Brian A. Wilson, V.P. Finance, dated March 9, 2017.



DELIVERABLE ACCEPTANCE STATEMENT (DAS)

PHASE 2 – READY FOR USER ACCEPTANCE TESTING (UAT) - (BILLING MILESTONE #1)

Purpose:

The purpose of this acceptance form is for the Client to sign off on initiation of the UAT phase, and accept billing for this phase.

Acceptance Criteria:

1. TRTA Gov has deployed the Aumentum COTS system software in a locally installed / on premise environment for use in business analysis and data conversion development. TRTA has provided initial configuration and demonstration of Aumentum to the Client.
2. TRTA Gov has provided guidelines for the level of detailed required for submitting test results back to TRTA Gov.
3. The Client developed test strategies and scripts.

This service was completed on: \_\_\_\_\_

The following # of Professional Services Hours were provided: \_\_\_\_\_ X \$200.00/Hour = \$ \_\_\_\_\_

Client response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rationale for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 8.3 for non-conformance guidelines.

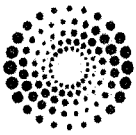
We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement # CA2014.002.02 and Master Agreement # CA2014.002, the County will be billed **\$15,000.00** & will be **Billed As Used @ \$200.00/Hour** for all Professional Services Hours related to and provided for the One-Time Set up and Implementation Fee of Aumentum in the locally installed / on premise solution, upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

Mendocino County, CA:

TRTA Gov:

Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



DELIVERABLE ACCEPTANCE STATEMENT (DAS)

PHASE 4 – GO LIVE AUTHORIZATION - (BILLING MILESTONE #2)

Purpose:

The purpose of this acceptance form is for the Client to authorize Go Live, agree that TRTA Gov should proceed to create a transition to support plan for the week of Go Live, and accept billing for this phase.

Acceptance Criteria:

- 1. TRTA Gov has provided a production cutover plan, identifying resource needs and timeline expectations.
a. Any associated travel and travel expenses have been authorized by both parties, with at least 15 days advance notice booking.
b. Both TRTA Gov and Client personnel are available for Go Live work.
2. The Client and TRTA Gov agree the system is ready for production.
3. The Client has provided an updated list of any known software issues and severity rankings.
4. All agreed upon training has been completed.
5. TRTA Gov and the Client have mutually agreed upon:
a. Fault items that are found in UAT and required for Go Live - see Attachment A (attach detailed list to this DAS).
b. The final list of items and delivery dates which will be used for Final Acceptance – see Attachment B (attach detailed list to this DAS).
c. The Go Live and Final Acceptance lists will address all items ranked as Severity 1 or 2 (Critical and High) as defined by the contract terms.
d. All other project issues ranked as Severity 3 or 4 will be transferred to Product Development for consideration in future maintenance releases.
6. System Go Live and Transition to Support is set for: (insert date).
7. Any newly identified items from the point of transition date at Go Live will be submitted to and resolved by the TRTA Gov Customer Operations (Support) team.
8. With this sign off, it is expected that all project DAS milestone sign offs are accepted as complete and billed as applicable, exception being final conversion of data into the primary Aumentum project.

Client response period is 5 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rational for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 14.3 for non-conformance guidelines.

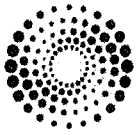
We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement # CA2014.002.02, and Master Agreement # CA2014.002, the County will be billed \$34,840.00 upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted Rejected

Mendocino County, CA:

TRTA Gov:

Table with 2 columns: Mendocino County, CA and TRTA Gov. Rows include Signature, Printed Name, Title, and Date.



APPENDIX A

DELIVERABLE ACCEPTANCE STATEMENT (DAS)

MIGRATION OF DATA INTO PRIMARY AUMENTUM PROJECT DATABASE (BILLING MILESTONE #3)

Purpose:

The purpose of this acceptance form is for the Client to sign off on the conversion of data into the primary Aumentum database phase in the full Aumentum Implementation project, agree that TRTA Gov should proceed to the next phase through the life cycle of this project, and accept billing for this phase.

Acceptance Criteria:

- 1. TRTA Gov has provided a full conversion instance.
- 2. TRTA Gov has identified any known data anomalies for Client follow-up.

This service was completed on: \_\_\_\_\_.

Client response period is 10 business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to TRTA Gov with detailed rational for rejecting of this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 8.3 for non-conformance guidelines.

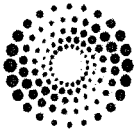
We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work, Schedules for Master Agreement # CA2014.002.02, and Master Agreement # CA2014.002, the County will be billed \$10,400.00 upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

Mendocino County, CA:

TRTA Gov:

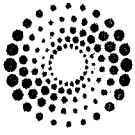
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



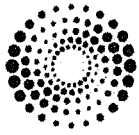
ATTACHMENT A – Business Revenue Workshops

Mendocino Count of Workshops										
Row Labels	Milestone No. 1	Milestone No. 2	Milestone No. 4	Milestone No. 5	Milestone No. 7	Milestone No. 9	Milestone No. 10	Milestone No. 11	Milestone No. 12	Grand Total
Accounts Receivable				1						1
Business Revenue				9	2	1	3	2	1	3
Cashiering				10		1	3	2	1	3
Configuration			7	2						
Intro to Aumentum			5							
Levy				1						
PMO	3								1	7
<b>Grand Total</b>	<b>3</b>	<b>12</b>	<b>23</b>	<b>2</b>	<b>2</b>	<b>6</b>	<b>4</b>	<b>3</b>	<b>13</b>	<b>68</b>

DAS Map and ID	Workshop Title
<b>Milestone No. 1</b>	
PMO.01.01	Client Project Kick-off
PMO.01.02	Project Plan
PMO.01.03	Project Schedule
<b>Milestone No. 2</b>	
CNFG.02.01	Common Functions
CNFG.02.02	Configuration of Fees
CNFG.02.03	Configuration of the Functional Calendar
CNFG.02.04	Configuration of Users, Roles, and Security
CNFG.02.05	Configuration of Application Settings
CNFG.02.06	Configuration of Printers
CNFG.02.07	Configuration of Systypes
INTRO.02.01	Configuration of Workstations
INTRO.02.02	Help Screens/external resources
INTRO.02.03	Info Center inquiry screens
INTRO.02.04	System navigation/menu system
INTRO.02.05	User interface/common controls
<b>Milestone No. 4</b>	
AR.04.03	Accounts Receivable Setup /Configuration
BR.04.01	Business Revenue requirements review with Thomson Reuters and the client
BR.04.02	Business Account Maintenance & Detail
BR.04.03	Business License Maintenance
BR.04.04	Business Trust Tax Maintenance
BR.04.05	Groups, Correspondence, Discovery, Audit Maintenance



BR.04.06	Batch Processes
BR.04.07	Correspondence
BR.04.08	Reports
BR.04.99	Business Revenue - Document requirements review decisions
CASH.04.01	Cashiering requirements review with Thomson Reuters and the client
CASH.04.02	Overview of Cashiering
CASH.04.03	Cashiering Setup / Configuration
CASH.04.04	Cashiering Functionality
CASH.04.05	Balancing
CASH.04.06	Reports
CASH.04.07	Management Console
CASH.04.08	Workflow
CASH.04.09	Correspondence
CASH.04.99	Cashiering - Document requirements review decisions
CNFG.04.01	Configuration Requirements review
CNFG.04.99	Configuration - Document requirements review decisions
LEVY.04.02	Levy setup/configuration
<b>Milestone No. 5</b>	
BR.05.01	Business License Configuration
BR.05.02	Business Trust Tax Configuration
<b>Milestone No. 7</b>	
BR.07.01	UAT BR Configuration review (with client)
CASH.07.01	UAT CASH Configuration review (with client)
<b>Milestone No. 9</b>	
BR.09.01	Business Revenue Interfaces and Extracts
BR.09.02	Business Revenue Reports
BR.09.03	Business Revenue Workflow
CASH.09.01	Cashiering Interfaces and Extracts
CASH.09.02	Cashiering Reports
CASH.09.03	Cashiering Workflow
<b>Milestone No. 10</b>	
BR.10.01	client Business Revenue testing assistance (throughout UAT)
BR.10.02	client Cashiering testing assistance (throughout UAT)
CASH.10.01	Review of TR recommended Business Revenue test scripts
CASH.10.02	Review of TR recommended Cashiering test scripts
<b>Milestone No. 11</b>	



BR.11.01	Product overview - provides general review of menus, navigation and searching.
CASH.11.01	Product overview - provides general review of menus, navigation and searching.
PMO.11.01	Train the Trainer (optional with CR)
<b>Milestone No. 12</b>	
BR.12.01	Go Live Preparation
BR.12.02	Go-Live Support
BR.12.03	Validation review and feedback (internal)
CASH.12.01	Go Live Preparation
CASH.12.02	Go-Live Support
CASH.12.03	Validation review and feedback (internal)
PMO.12.01	Cutover Plan
PMO.12.02	Go Live Preparation
PMO.12.03	Go Live Support
PMO.12.04	Prioritized Fault List Review for Go Live (Severity Levels 1 and 2)
PMO.12.05	Prioritized Fault List Review for Go Live (Severity Levels 3 and 4)
PMO.12.06	Lessons Learned
PMO.12.07	Transition to Support - External



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

*Shari L. Schapmire*  
Shari L. Schapmire March 21, 2017  
DEPARTMENT HEAD DATE

Budgeted:  Yes  No

Budget Unit: 0717 - Funding Allocations to  
be included when Property System  
Line Item: IT Reserve project initiates.

Grant:  Yes  No

Grant No.: \_\_\_\_\_

COUNTY OF MENDOCINO

*John McCowen*  
By: \_\_\_\_\_  
JOHN MCCOWEN, Chair  
BOARD OF SUPERVISORS **MAR 21 2017**

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *Carmel J. Angelo*  
Deputy **MAR 21 2017**

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

CARMEL J. ANGELO, Clerk of said Board

By: *Carmel J. Angelo*  
Deputy **MAR 21 2017**

INSURANCE REVIEW:

RISK MANAGER

By: *Alan D. Flora*  
ALAN D. FLORA, Risk Manager

MANATRON, INC. – A Thomson Reuters Business

By: Matthew Henry (see addendum)

NAME AND ADDRESS OF CONTRACTOR:

MANATRON, INC. – A Thomson Reuters Business

510 E. Milham Avenue

Portage, Michigan 49002

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By: *Katharine L. Elliott*  
Deputy

FISCAL REVIEW:

By: *Janette Rau*  
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: *Carmel J. Angelo*  
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed