

**FOURTH AMENDMENT TO BOARD OF SUPERVISORS
AGREEMENT NO. 15-056**

This Amendment to BOS Agreement No. 15-056 is entered into this _____ day of _____, 2021, 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".

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 6, 2020; and

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

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors 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 to increase the total contract amount set out in the original BOS Agreement No. 15-056 by \$74,000, for the purposes provided and pursuant to the Letter of Authorization attached to this Amendment, for a new total contract amount of \$2,564,533.

NOW, THEREFORE, we agree as follows:

1. 1. The total contract amount set out in the original BOS Agreement No. 15-056 will be increased by \$74,000, for a new total contract amount of \$2,564,533.

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

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

DEPARTMENT FISCAL REVIEW:

Janelle Ran 05/25/2021
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☒ No

Budget Unit: 0717

Line Item: 862239-IT038

Grant: ☐ Yes ☒ No

Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
DAN GJERDE, Chair
BOARD OF SUPERVISORS

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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: _____
Deputy

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

CONTRACTOR/COMPANY NAME:

By: Art Crismon

NAME AND ADDRESS OF CONTRACTOR:

Mantron, Inc. (Aumentum Technologies

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:

CHRISTIAN M. CURTIS,
County Counsel

By: Matthew Kiedrowski
Deputy

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Darcie Antle
Deputy CEO

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

June 4, 2021

Janelle Rau
Deputy Chief Executive Officer
Mendocino County
501 Low Gap Road, Room 1010
Ukiah, CA 95482-3734

Dear Janelle:

This Letter of Authorization ("LOA") will confirm Mendocino County's request for 400 hours of professional services consulting at the price(s) indicated. This will be an addendum to the current Master Agreement # CA2014.002 between Mendocino County (the "County") and Manatron, Inc. ("Aumentum Technologies" or "Aumentum Tech"). All the terms and conditions of that agreement will pertain.

PROFESSIONAL SERVICES

Quantity	Description	Hourly Fees
Not to Exceed 400 Hrs.	Professional Services Consulting – Billed as Used	\$185
	Total Professional Services Fees (Billed as Used)	\$74,000.00


Professional services will be billed as used monthly at the rate shown, plus any travel, travel fees, meals, and other related expenses. Professional services fees plus any travel related expenses are due and payable after Aumentum Tech performs such services in accordance with Aumentum Tech invoice(s) that shall be sent to the County.

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 **one** of the following methods:

- 1) Email a scanned image of the signed LOA to Matthew.Henry@AumentumTech.com
- 2) Return a signed copy to Manatron, Inc., Contract Administration, 510 East Milham Avenue, Portage, MI 49002.

If you have any questions, please contact Contract Administration at Aumentum Tech's corporate office at (866) 471-2900.

ACCEPTANCE

Mendocino, CA	Aumentum Technologies
BY:	BY: 
PRINTED NAME:	PRINTED NAME: Scot Crismon
TITLE:	TITLE: Executive V.P.
DATE:	DATE: 6.10.2021



Description of Agreement

Mendocino County is requesting Professional Services Consulting support to help elevate staff's Aumentum proficiency and converted records processing through the performance of key Year 1 Business Processes.

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.
- Work will be performed as hourly consulting at a discounted rate of \$185 per hour.
- Work can include (but not limited to) refresher training, tools support, process support, process re-engineering and production data entry or configuration assistance.
- Aumentum Tech will provide a separate sample menu of services. This is not intended to be a complete list but can be used as a guide to the types of services that are available.
 - As the users become more comfortable with Aumentum, the County can also consider booking a specific period of time 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 400 hours – estimates provided are for budgetary purposes only and final pricing is depending on actual hours used.
 - Once the maximum 400 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.
- The County will request consulting assistance prior to the work starting.
 - The specific request process will be identified and agreed outside of the authorization of this LOA.
 - Aumentum Tech will track all requests, office, activity and status.
 - An updated report will be provided monthly or as otherwise requested.
 - Hours are assumed consulting only. No planned deliverables unless otherwise agreed in the individual engagement.
- Aumentum Tech will submit a monthly Deliverable Acceptance Statement (DAS) that documents work authorized during the previous month.
 - DAS will have a 5-day approval period. After the 5-day approval period, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies with detailed rationale for rejecting this milestone.
 - Rejection of a milestone will result in immediate escalation and halt any remaining consulting for further review.
- This LOA will expire 12 months after the Effective date, and any unused, unauthorized hours in this agreement will not be billed. The expiration date of this LOA can be extended by a maximum of 6 months upon mutual agreement by both parties.
- The County may request future LOAs to continue professional services beyond the 12 month period.



Assumptions

- Aumentum Tech will agree to triage and assign new requests with reasonable expediency based on staff availability. Consulting support is provided from 8:00am to 2:00pm PT, unless otherwise agreed in advance of the services.
 - Schedule conflicts can be escalated to the PMO Director for further review.
- Aumentum Tech will provide a coordinator for request authorization, scheduling, tracking, status updates and DAS submission.
- Onsite support must be requested at least 3 weeks in advance, and the County will be responsible for all travel expenses, including a minimum of 1 full day of travel time. Aumentum Tech staff travel will be dependent on staff availability
- Coordination time will be added to each monthly DAS, not to exceed 1 hour per DAS submission.
- County is responsible for providing access to the designated County environment for the work to be performed.
- County is responsible for maintaining the deployment of releases, hotfixes or data fix patches, unless otherwise requested in an assistance request.



DELIVERABLE ACCEPTANCE STATEMENT (DAS)

PROFESSIONAL SERVICES CONSULTING – MONTH/YEAR (BILLABLE MILESTONE)

Purpose

The purpose of this form is for the County to provide agreement for the authorized monthly Professional Services consulting work.

Acceptance Criteria

- Aumentum Tech has performed the below billable work at the authorization of the client.
 - Total consulting hours completed this month: _____
 - Total remaining hours per contract: _____

Date requested	Ticket #	Office	Completed Hours for Billing	Brief description of service

This DAS was submitted on: _____

The County response period is five (5) business days. After that time, this deliverable will be considered accepted and ready for billing unless otherwise documented in a formal response to Aumentum Technologies with detailed rationale for rejecting this milestone. Written rejection will result in immediate escalation and halt any remaining services for further review.

We, the undersigned, agree that the authorized work has been performed and that under the conditions of this Letter of Authorization and any existing agreements(s) between the County and Aumentum Technologies the County will be billed for _____ hours at a rate of **\$185** per hour for a total of \$_____ upon signing this acceptance form.

Mendocino County, CA:

Aumentum Technologies:

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

For Aumentum Technologies Internal Office Use Only:
Prof Svcs Project Implementation: 5010-10-0-04