

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

Effective as of the date that this Agreement is last signed by either party (the "Effective Date").

By and Between	And
<b>Manatron, Inc.</b> 2429 Military Road, Suite 300 Niagara Falls, NY 14304 ("Aumentum Technologies", "Aumentum Tech" or "Provider")	<b>CLARK COUNTY, NV</b> 500 South Grand Central Parkway, P.O. Box 551220 Las Vegas, Nevada 89155 ("Customer" or "County")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (866) 471-2900 E-mail Address: <a href="mailto:MHenry2@HarrisComputer.com">MHenry2@HarrisComputer.com</a> <a href="mailto:legal@harriscomputer.com">legal@harriscomputer.com</a> will be copied for any Notices	Attention: Clark County Treasurer Telephone No.: (702) 455-4323 E-mail Address: <a href="mailto:Ken.Diaz@ClarkCountyNV.gov">Ken.Diaz@ClarkCountyNV.gov</a>

This Master Agreement for Licensed Software, and Services sets forth the terms and conditions under which Provider shall license the software programs, and/or provide the support and other services described in the attached Schedules NV2022.001.01 and all future Schedules that reference the Master Agreement No. NV2022.001 and CBE 606617-23. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, and all Schedules attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

**MANATRON, INC.**

By:   
 (Jeff Bender)

Its: Chief Executive Officer  
 (Typed or Printed Position)

Date: June 15, 2023

Witnessed: \_\_\_\_\_  
 (Signature)

By: \_\_\_\_\_  
 (Typed or Printed Name)

**CLARK COUNTY, NV**

By: \_\_\_\_\_  
 (Jessica Colvin)

Its: \_\_\_\_\_  
 (Chief Financial Officer)

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

APPROVED AS TO FORM:

STEVEN B. WOLFSON  
 District Attorney

  
 By: Jason Patchett (Jun 15, 2023 16:54 PDT)

JASON B. PATCHETT  
 Deputy District Attorney

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## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS.

As used in this Agreement:

"Acceptance" shall have the meaning set forth in Section 3.2.2.

"Compliance Update" means a change made to the Software to reflect a mandated change in an applicable Law.

"Computer System" means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and software components or programs that are used in conjunction with the Hardware and/or Software.

"Customization" means any improvement, derivation, extension or other change to the Software made by Aumentum Tech at the request of Customer, including any that result from the joint efforts or collaboration of Aumentum Tech and Customer. Aumentum Tech may, from time to time and in its sole discretion, incorporate Customizations into the Software as "Enhancements."

"Database Software" means relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store Customer data on a disk sub-system as part of the operation of the Software.

"Designated Processor" means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

"Documentation" means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials, as may be updated or amended from time to time, and generally made available and provided by Aumentum Tech for use with the Software.

"End User" means the Customer or any employee(s), affiliate(s), agent(s), representative(s), or any other person under the direction or control of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

"Enhancement" means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application. Aumentum Tech may, in its sole discretion, designate an Enhancement as minor or major.

"Error" means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by Aumentum Tech.

"Error Corrections" means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

"Implementation Plan" means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task, and the commencement and completion dates for each task.

"Installation" means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Designated Processor to make it operational.

"Installation Date" means the date on which Aumentum Tech completes installation of the Hardware at a location specified by Customer, or of the Software or Third-Party Software on the Designated Processor or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the

Implementation Plan for commencement of installation (if for Hardware) or acceptance testing (if for Software or Third-Party Software).

"Law" means any state, county, or local statute, law, ordinance, or code applicable to a party in the performance of its obligations under this Agreement.

"Maintenance & Support Services" shall have the meaning set forth in Section 5.1.

"Minimum Requirements" means the minimum requirements for the Computer System as set forth on the associated Schedules or the Documentation. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by Aumentum Tech.

"Notice of Completion" means: (a) if Aumentum Tech is to provide implementation services, a written notice from Aumentum Tech stating that installation and implementation of all Hardware, Software, and/or Third-Party Software at Customer's site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from Aumentum Tech stating that all Hardware, Software, and/or Third-Party Software has been delivered.

"Professional Services" means any Installation, implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by Aumentum Tech under the terms of this Agreement.

"Project Management" means the process of planning, scheduling, and controlling certain activities in order to meet project objectives.

"Required Consent" means any consents or approvals required to give Aumentum Tech and its subcontractors the right or license to access, use, or modify (including creating derivative works) the hardware, software, firmware and other products that Customer makes available to Aumentum Tech for use to provide the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. Customer will promptly obtain and provide to Aumentum Tech all Required Consents necessary for Aumentum Tech to provide the Services under this Agreement. Both parties will use commercially reasonable efforts to determine mutually acceptable "work arounds" should Customer be unable to provide such Required Consents. Ultimately, however, Aumentum Tech will be relieved of the performance of any obligations that may be affected by Customer's failure to promptly obtain and provide any required consents to Aumentum Tech.

"Schedule" and "Schedules" shall have the meanings set forth in Section 2.1.

"Seat" means a unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

"Site" means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

"Software" means the software program(s) (in object code format only) identified on the applicable Schedule, and includes Error Corrections, Compliance Updates, Statutory Reports, and new Versions of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.

"Software Modification" has the same meaning as "Customization" if made at the request of Customer under the terms of this Agreement, and as "Enhancement" when made by Aumentum Tech as part of the development or enhancement of the Software or Third-Party Software.

**"Statutory Reports"** means those reports provided by Aumentum Tech that must be: a) automated compiled data reports (not forms, transmittals, cover letters, or correspondence. b) specifically mandated by State Law (not optional or desirable.). c) have all data content and format described in complete detail by Customer, and d) all report data content must already be contained within the standard database by means of in-scope data conversion and/or generated by standard application features.

**"Test Period"** means the thirty (30) day period following (a) Customer's receipt of the Notice of Completion or (b) in the case where Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

**"Third-Party Software"** means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule.

**"Version"** means any new version, release, adaptation, or modification of the Software, which may include major and minor Enhancements, Error Corrections, Compliance Updates, patches, and/or hot fixes. Versions are indicated by Aumentum Tech's standard Software numbering system.

**"Web Hosting"** means providing the infrastructure, such as the hardware, software, and communication lines necessary to enable a computer system to communicate with a designated server.

## 2. SCHEDULES.

2.1 **Schedule(s).** Aumentum Tech shall license the Software, and perform the services described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the "Schedule" and "Schedules").

2.2 **Conflicting Terms.** Each Schedule shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule, the terms of the Schedule shall control unless otherwise noted in any Schedule.

## 3. SOFTWARE LICENSE.

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

### 3.2 Acceptance Testing.

3.2.1 During the Test Period, Customer may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, Customer shall promptly notify Aumentum Tech in writing, and Aumentum Tech shall work diligently to correct all nonconformities free of charge to Customer. If after a reasonable period of time Aumentum Tech is unable to correct nonconformity in the Software, Customer may, as its sole and exclusive remedy, return the Software and Documentation to Aumentum Tech and receive a refund of any payments received for the license fee.

3.2.2 The Software shall be considered accepted for all purposes ("Acceptance") upon the earliest of: (a) notification by Customer that the Software is in compliance; (b) expiration of the Test Period if Customer fails to notify Aumentum Tech of any material nonconformity during that period; or (c) use of the Software by Customer for any purpose other than testing.

### 3.3 Scope of Rights. Customer may:

3.3.1 Install the Software on the Designated Processor and may, upon prior written notice to Aumentum Tech, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

3.3.2 If the Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats designated on the applicable Schedule. Unless otherwise provided on the applicable Schedule, Customer must purchase a license for each Seat that has access to the Software.

3.3.3 If the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each site for which the Software is used.

3.3.4 Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Aumentum Tech's copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to Aumentum Tech upon request. All copies that are made by Customer shall be the property of Aumentum Tech.

3.3.5 Make copies of the Documentation for Customer's internal use only, provided that Aumentum Tech's copyright and other proprietary legends are reproduced on each copy.

3.4 **Restrictions.** In addition to other restrictions set forth in this Agreement, Customer may not:

3.4.1 Use, copy, modify, or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;

3.4.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;

3.4.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

3.4.4 Without prior written approval of Aumentum Tech, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

3.4.5 Without prior written approval of Aumentum Tech, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

3.4.6 Remove the labels or any proprietary legends from the Software or its Documentation.

3.5 **Title.** Aumentum Tech reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

**3.6 Right to Audit.** Aumentum Tech shall have the right, within ten (10) days of Aumentum Tech's written request, during normal business hours and at times mutually agreed upon by Aumentum Tech and Customer, to audit Customer's use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to Aumentum Tech of the underpayment. The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence, during the audit process. Failure to provide the information requested within the mutually agreed on timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

**3.7 Third-Party Software.** Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor.

**3.8 Tools; Customizations.** Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface, or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Aumentum Tech shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

#### 4. MAINTENANCE & SUPPORT SERVICES.

**4.1 Scope.** Provided that Customer is current in the payment of the applicable fees, Aumentum Tech shall provide the following maintenance and support services:

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

**4.1.2 Web Site.** Aumentum Tech shall maintain a web site that contains information concerning the Software and Maintenance & Support Services.

**4.1.3 Error Corrections.** Aumentum Tech will respond to any Errors reported by Customer in accordance with its response policy attached hereto as Exhibit A. Aumentum Tech may from time to time amend its response policy upon through written amendment.

**4.1.4 Compliance Updates.** Aumentum Tech shall exercise due diligence and provide Customer, in a timely manner, with Compliance Updates, provided that Customer actively monitors changes in laws and provides Aumentum Tech with

timely written notification of such changes. Customer understands and agrees that Aumentum Tech's ability to meet its obligations under this Section 4.1.4 is contingent upon publication of the change by the regulatory agency and notification to Aumentum Tech in a manner that provides Aumentum Tech sufficient time to prepare and distribute the Compliance Update before the effective date of the change. Aumentum Tech shall not be responsible for and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. Some compliance updates may require a nominal technical effort by Aumentum Tech. In such case, those updates will be included in the maintenance fees at no additional cost. All other compliance update effort by Aumentum Tech shall be spread on an equitable basis across Aumentum Tech's affected customer base, on the then Aumentum Tech current professional rate

**4.1.5 Versions.** Aumentum Tech shall provide Customer with new Versions of the Software. Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System. The maintenance and support services described in Sections 4.1.1 through 4.1.5 above are herein collectively referred to as "Maintenance & Support Services" Provided that Customer is current in the payment of the applicable fee and not otherwise in breach of the Agreement, Aumentum Tech shall provide Maintenance & Support Services for the current Version of the Software for the term described in Section 15.2 (Term of Maintenance & Support Services).

#### 4.2 Customer Obligations.

**4.2.1** Customer shall designate one or more persons, depending on the size and complexity of Customer's application, through whom requests by Customer for Maintenance & Support Services shall be made. Aumentum Tech shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to Aumentum Tech.

**4.2.2** Customer shall implement and follow the reasonable written instructions of Aumentum Tech regarding operation of the Software.

**4.2.3** Customer shall comply with the applicable Documentation.

**4.2.4** Customer shall purchase, install, and maintain a Computer System that complies with the Minimum Requirements.

**4.3 Third-Party Software Support.** Aumentum Tech shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 4.1.1. If Aumentum Tech is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

**4.4 Services Outside Scope.** The exclusions set forth in Section 10.4 shall apply to Aumentum Tech's obligations to provide Maintenance & Support Services under this Section 4. Services provided by Aumentum Tech that are not within Aumentum Tech's obligations under this Agreement shall only be performed after the execution of, or an amendment to, a Professional Services Schedule. Time is to be defined as an hourly rate prorated to the nearest 1/2 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS

rates may be found at the following website:  
<http://www.gsa.gov/portal/category/21287>

5. OTHER SERVICES.

5.1 Description. Aumentum Tech shall provide Services (other than Maintenance & Support Services) as set forth in Schedule NV2022.001.01.

5.2 Implementation Services. The terms set forth in this Section shall apply if the applicable Schedule provides for the provision of implementation services by Aumentum Tech:

5.3 Amendments. Provider and County contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing via amendment signed by both parties authorized representative. Services requested of and provided by Provider that are not within Provider's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.

5.4 Performance Milestones.

5.4.1 Interdependencies of Milestones. Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project.

5.5 Efforts. Each party agrees to use commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan.

5.6 Adjustments. To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 6.3.

5.7 Aumentum Tech Project Manager. Aumentum Tech shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the "Aumentum Tech Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Aumentum Tech under the Schedule and who shall be the primary point of contact for Aumentum Tech. Aumentum Tech may not substitute other persons in this position without the prior written approval of Customer, which approval shall not be unreasonably withheld. Aumentum Tech agrees that the Aumentum Tech Project Manager shall dedicate such time as needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

5.8 Customer Project Manager. Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager (the "Customer Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to Aumentum Tech. County representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform Provider by written notice before the effective date of each such delegation. The review comments of County's representative may be reported in writing as needed to

Provider. It is understood that County's representative's review comments do not relieve Provider from the responsibility for the professional and technical accuracy of all work delivered under this Contract. County shall assist Provider in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract. Provider will not be responsible for accuracy of information or data supplied by County or other sources to the extent such information or data would be relied upon by a reasonably prudent Provider.

6. INSURANCE

See Exhibit B

7. FEES AND PAYMENT TERMS.

7.1 It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

7.2 PROVIDER shall appoint a Project Manager, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. PROVIDER shall notify COUNTY of any changes to the Project Manager.

7.3 PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.

7.4 It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its services.

7.4.1 Permitted or required approval by COUNTY of any services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.

7.5 COUNTY'S review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable, per the limitation of liability language included in this Contract. PROVIDER will maintain all right, title and interest in the intellectual property, deliverables, and artifacts delivered as part of the project. PROVIDER agrees that the County shall retain ownership of the data it provides in raw form and PROVIDER agrees to treat the raw data and other information marked as confidential and provided by the County as confidential and will

only use that data and information for the purpose of completing the project

7.6 The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

#### 7.7 Terms of Payments

7.8 Each invoice received by COUNTY must include a copy of the signed Deliverable Acceptance Statement based on actual work performed to date in accordance with the completion of tasks indicated in Scope of Work# NV2022.001.01-SOW.

7.9 Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.

7.10 COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:

7.10.1 The title of the PROJECT as stated in Schedule NV2022.001.01, Scope of Work # NV2022.001.01-, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.

7.10.2 Expenses not defined in the Scope of Work # NV2022.001.01-SOW, in this agreement, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.

7.10.3 A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices. PROVIDER shall provide a summary upon request from COUNTY.

7.10.4 COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount. Payment of invoices will be made in accordance with the terms set forth in this agreement after receipt of an accurate invoice that has been reviewed and approved by COUNTY.

Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance the terms set forth in this agreement.

7.11 No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within forty-five (45) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.

7.12 Informal Dispute Resolution. If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) business days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) business days.

7.13 Invoices shall be submitted to:  
Information Technology 500 S. Grand Central Parkway Box

51761, Las Vegas, NV 89155-1761. Invoices will also be emailed to: itadmin@clarkcountynv.gov. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award

7.14 County is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statutes 372.325 is exempt from payment of Sales or Use Tax.

7.15 Penalties for Delay. Neither Customer nor Aumentum Tech shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 7.

7.16 Price Changes From date of award through Go-Live, the prices shall not be subject to change. Thereafter, inside the initial term of the agreement, said annual increases for Maintenance and Support fees will not increase by more than three percent (3%)

## 8. ADDITIONAL CUSTOMER RESPONSIBILITIES.

8.1 **Communications Equipment.** At a minimum, Customer is required to provide Aumentum Tech with access to their network over the Internet. Internet-based connections must be secured using the Microsoft Windows or Cisco VPN client. All other VPN clients are not supported.

8.2 **Site Condition.** Customer shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

8.3 **Records.** Customer shall create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files.

8.4 **Computer Virus Protection.** Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. Aumentum Tech shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

8.5 **Security.** Customer shall, at its own expense, protect the security of its Computer System and prohibit unauthorized access to the Computer System. Aumentum Tech shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

8.6 COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.

8.7 The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, the Chief Information Officer (702-455-5853) or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform

PROVIDER by written notice before the effective date of each such delegation.

8.8 The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

8.9 COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.

8.10 PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

8.11 **Safeguard.** Provider shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Provider shall be solely responsible for any liabilities, fines, or penalties and the like arising from Provider failure to comply with the security requirements of NRS Chapter 603A. Provider agrees to (a) notify the Licensee within 72 hours upon discovery of the Breach, (b) within 15 business days of discovery of the Breach, provide the Licensee with all content necessary for notification, and (c) to fully cooperate with the Licensee analysis and final determination on whether to notify affected individuals, media, or other parties.

## 9 WARRANTIES.

9.1 **Software.** Aumentum Tech warrants that the Software will conform in all material respects to the functional specifications contained in its then-current Documentation for a period of thirty (30) days after the Acceptance Date. Aumentum Tech agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. In addition, Aumentum Tech warrants that any Enhancement, Compliance Update, and/or Error Correction will conform in all material respects to the functional specifications contained in the then-current Documentation. The warranty for any Enhancement, Compliance Update, and/or Error Correction shall expire simultaneously with the expiration of the Software warranty. Aumentum Tech's sole obligation to Customer, and Customer's exclusive remedy for breach of warranty under this Section 9.1, is the correction or replacement of any nonconformity. Customer shall provide Aumentum Tech with written notice that nonconformity exists, and Aumentum Tech shall have a reasonable period of time, based on the severity of the nonconformity, to correct the Software. Aumentum Tech warrants that the Software does not contain any disabling devices that would allow Aumentum Tech to terminate operation of the Software. Aumentum Tech further warrants that, to the best of its knowledge, the Software does not contain any viruses.

9.2 **Services.** Aumentum Tech warrants that all Services provided under this Agreement will be performed in a workmanlike manner. Customer shall notify Aumentum Tech in writing of any breach of this warranty within thirty (30) days after

completion of the Service. Aumentum Tech's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty, is re-performance of the Service.

9.3 **Third-Party Software.** PROVIDER MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER OR THIRD-PARTY SOFTWARE. AUMENTUM TECH EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COUNTY WILL REMAIN RESPONSIBLE FOR ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, EXPENSES AND COSTS ARISING OUT OF ANY CLAIM.

9.4 **Exclusions.** Aumentum Tech's warranty obligations and other obligations under this Agreement with respect to Software are expressly conditioned upon Customer's proper use and do not include:

9.4.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse, or use other than ordinary use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of Aumentum Tech;

9.4.2 Problems and errors that Aumentum Tech and/or Customer cannot reproduce;

9.4.3 Problems relating to or caused by (a) any hardware, third-party software, Internet Service Provider (ISP), or software that was not supplied by Aumentum Tech, or (b) use of a Computer System that does not meet the Minimum Requirements; or

9.4.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

9.4.5 Corrections of errors, defects, and malfunctions that are traceable to any of the foregoing or to any Customer errors or system changes, any ISP, or any third-party software shall be billed at Provider's rate in Schedule NV2022.001.01 for the initial term of the agreement is listed in the Professional Services Schedule.

9.5 **Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. AUMENTUM TECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

## 10. CONFIDENTIAL INFORMATION.

10.1 **Defined.** As used in this Section 9.50, "Confidential Information" includes the Software and Customizations in any embodiment, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans, as well as any and all internal customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private, or proprietary legend. Information that is conveyed orally shall be designated as Confidential Information to the extent that it meets the requirements of the definition. Notwithstanding any



provision in this Section 10, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of Aumentum Tech.

**10.2 Public Records.** County is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of County's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

**10.3 Nondisclosure.** The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement or as provided by law. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination, or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law, and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Except as required by law, Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without Aumentum Tech's prior written approval.

**10.4 Exceptions.** A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

## 11. INTELLECTUAL PROPERTY.

**11.1 Scope.** Aumentum Tech agrees to indemnify and defend Customer against any claim or action, brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. Aumentum Tech shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

**11.2 Notice.** Customer shall give Aumentum Tech prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Aumentum Tech's rights in the Software. Customer will provide Aumentum Tech reasonable cooperation in the defense of such claim or action or negotiations for its settlement.

**11.3 Alternatives.** Aumentum Tech shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 12.1, Aumentum Tech may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation, using a five-year, straight-line method of calculation.

**11.4 Exclusions.** Aumentum Tech shall have no obligation under this Section 111 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware, or system; (c) modification of the Software other than by a representative of Aumentum Tech; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

**11.5 Sole Remedy.** This Section 111 states Aumentum Tech's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

## 12. INDEMNIFICATION AND LIMITATIONS OF LIABILITY.

**12.1 Indemnification.** Provider does hereby agree to defend, indemnify, and hold harmless County and the employees, officers and agents of County from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors or omissions, recklessness or intentional misconduct of Provider or its employees or agents in the performance of this Contract that result in injury to persons or death.

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



13. **THIRD-PARTY SERVICE DISCLAIMER.** Unless otherwise stated in a Schedule, Aumentum Tech shall not be liable for, and Customer will remain responsible for actions, proceedings, losses, damages, expenses and costs arising out of any claim.

14. **TERM.**

14.1 **Term of Agreement.** County agrees to retain Provider for the period from date of award through Go-Live with the option to renew for four (4), one-year periods. During this period, Provider agrees to provide services as required by County within the scope of this Contract. Non-renewal during the four (4), one-year periods would be limited to those provisions defined in Section 15. Termination.

14.2 **Term of Maintenance & Support Services.** Unless otherwise provided in the applicable Schedule, Maintenance & Support Services for Software shall commence upon Go-Live as defined in the Schedule NV2022.001.01 and shall co-term with the term of the agreement as defined in Section 14.1 unless either party provides the other written notice of termination ninety (90) prior to the expiration date of the initial term or any subsequent twelve-month term. If Maintenance & 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 fee and any other applicable fees. Non-renewal of Maintenance and Support during the four (4), one-year renewal periods would be limited to those provisions defined in Section 15. Termination.

14.3 **Term of Other Services.** The term for Services (other than Maintenance & Support Services), shall co-term with the term of the agreement. Non-renewal of Other Services during the four (4), one-year renewal periods would be limited to those provisions defined in Section 16. Termination.

15. **TERMINATION.**

15.1 **By Either Party.** This Contract may be terminated in whole or in part by either party in response to the events described in this Section 15 Termination. The parties agree that termination would not occur until after the other party is given a) not less than thirty (30) calendar days written notice of intent to terminate; and b) an opportunity for consultation and to cure with the terminating party prior to termination.

15.1.1 Breaches its confidentiality obligations under this Agreement;

15.1.2 Materially breaches this Agreement and fails to cure the breach or develop a plan to cure the breach within thirty (30) days after written notice of the breach from the other party;

15.1.3 Ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors;

15.1.4 Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced.

15.1.5 County, as a local governmental entity, is subject to the requirement of Nevada Revised Statutes 244.230 and 354.626, which require County to budget annually for its expenses and which prohibit County from obligating itself to expend money or incur fixed liabilities in excess of amount appropriated. Possible future expenses for Services are subject

to Customer's annually approved budgeted appropriations for Provider.

15.2 **By Customer.** In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide Aumentum Tech with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed Aumentum Tech under this Agreement, if any. No penalty shall accrue to Customer in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section 15.2, Customer agrees to grant Aumentum Tech a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this Section 15.2. If funds should not become available within two (2) years of said date, Customer shall be free to contract with Aumentum Tech or any other available source when they do become available.

**Termination for Convenience**

- a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after Aumentum is given:
  - i) not less than ten (10) calendar days written notice of intent to terminate; and
  - ii) an opportunity for consultation with COUNTY prior to termination.
- b. If termination is for COUNTY'S convenience, COUNTY shall pay Aumentum that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

15.3 **Effect of Termination.** The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3.1 provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) and Customer is not in breach of any provision of this Agreement or the Schedules. If Customer terminates this Agreement prior to the payment of all Software license fees, or if Customer is in breach of this Agreement, Customer shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. Customer shall certify such action in writing to Aumentum Tech within one (1) month after the termination date. If Customer terminates a Schedule for Maintenance & Support Services under Section 16.1 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that Schedule. Upon termination of the applicable Schedule and upon request by Customer, Aumentum Tech shall return all data supplied by Customer in a format reasonably requested by Customer (other than Aumentum Tech's proprietary format) upon payment of Aumentum Tech's then-current fee for this service.

15.4 **Survival of Certain Obligations.** Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11, shall survive termination of this Agreement until fulfilled.

16. **DISPUTE RESOLUTION.**

**16.1 Informal Dispute Resolution.** If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

## 17. GENERAL.

**17.1 Amendments.** No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

### 17.2 Notices.

**17.2.1 Delivery.** Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each case delivered to the address specified for the recipient. Any written notice required to be sent under Section 15 ("Termination") or Section 16 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail, or express) commercial courier or electronic mail with written receipt.

**17.2.2 Receipt.** Communications shall be deemed received, if by mail, on the earlier of receipt or the third-calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

**17.2.3 Contact Person.** Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto, but any element of such party's address which is not specified in that notice shall not be deemed changed.

**17.3 Technology Life Expectancy.** Customer understands, acknowledges, and agrees that the technology upon which the Software, and Third-Party Software is based changes rapidly. Customer further acknowledges that Aumentum Tech will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Aumentum Tech does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to Customer under this Agreement or that the Computer System recommended by Aumentum Tech will function for an indefinite period of time. Rather, Aumentum Tech and Customer may, from time to time, analyze the functionality of the Software, Third-Party Software, and Computer System in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include, without limitation, the installation of a new version, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

**17.4 Excusable Delays.** Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

**17.5 Injunctive Relief.** Aumentum Tech and Customer agree that in the event of any breach of Section 10, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to seek injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

**17.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Customer's state of domicile.

**17.7 Assignment.** Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this clause shall be null and void. Any attempt by Provider to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

**17.8 Severability.** If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

**17.9 Counterparts.** This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**17.10 Subcontractors.** Aumentum Tech reserves the right to subcontract work, as it deems necessary, to perform the Services under this Agreement. Aumentum Tech shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

**17.10.1** Services specified by this Contract shall not be subcontracted by Provider, without prior written approval of County.

**17.10.2** Approval by County of Provider's request to subcontract, or acceptance of, or payment for, subcontracted work by County shall not in any way relieve Providers of responsibility for the professional and technical accuracy and adequacy of the work. Provider shall be and remain liable for all damages to County caused by negligent performance or non performance of work under this Contract by Provider's subcontractor or its sub subcontractor.

**17.10.3** The compensation due under a Schedule NV2022.001.01 shall not be affected by County's approval of Provider's request to subcontract.

**17.11 Independent Contractor.** The relationship of Aumentum Tech to Customer shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

**17.12 Waiver.** No delay or failure by either party to take any action or assert any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, nor shall any express waiver constitute a continuing waiver. The waiver by either party at any time, expressed or implied, of any breach or attempted breach of the obligations set forth in this Agreement shall not be deemed a waiver of or consent to any subsequent breach or attempted breach of the same or any other type.

**17.13 Executable by Facsimile / Electronic signature.** Any signature of this Agreement or any Schedule through facsimile shall constitute execution of the Agreement or Schedule by such party.

**17.14 Non-Discrimination/Public Funds.** The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

**17.15 Entire Agreement.** This Agreement embodies the entire agreement and understanding between Aumentum Tech and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement, including without limitation any representations concerning: (i) estimated completion dates, hours, or charges to provide any Service; (ii) performance or function of any Product or system, other than as expressly warranted in Section 10 (Warranties); (iii) the experiences or recommendations of other parties; or (iv) results or savings Customer may achieve, shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on Aumentum Tech.

**17.16 Companies that Boycott Israel.** Companies that Boycott Israel Provider certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

**EXHIBIT A**  
**RESPONSE POLICY**

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

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

**EXHIBIT B  
TREASURER CASE MANAGEMENT SYSTEM  
INSURANCE REQUIREMENTS**

**TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.**

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. **Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits:** If aggregate limits are imposed on-bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by **Error! Reference source not found.** and **any auto** used for the performance of services under this Contract. **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- I. **Professional Liability:** PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Cyber Liability:** PROVIDER shall obtain and maintain with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information

theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

1. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

- K. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- L. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- M. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- N. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- O. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4<sup>th</sup> Floor, Las Vegas, Nevada 89155.
- Q. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
  2. PROVIDER'S name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) Personal & Advertising Injury (\$1,000,000)
    - (F) General Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (H) Policy Number
    - (I) Policy Effective Date
    - (J) Policy Expiration Date
    - (K) Combined Single Limit (\$1,000,000)
  6. Worker's Compensation
  7. Professional Liability
    - (L) Policy Number
    - (M) Policy Effective Date
    - (N) Policy Expiration Date
    - (O) Aggregate (\$1,000,000)
  8. Cyber Liability (Per Occurrence)
  9. Description: CBE NO. 606617-23; Master Agreement for Licensed Software and Services (must be identified on the initial insurance form and each renewal form).
  10. Certificate Holder:

Clark County, Nevada  
c/o Purchasing and Contracts Division  
Government Center, Fourth Floor  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217

11. Appointed Agent Signature to include license number and issuing state.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> <b>1. INSURANCE BROKER'S NAME</b> <b>ADDRESS</b>	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): <b>BROKER'S PHONE NUMBER</b> FAX (A/C No.): <b>BROKER'S FAX NUMBER</b> E-MAIL ADDRESS: <b>BROKER'S EMAIL ADDRESS</b>														
<b>INSURED</b> <b>2. PROVIDER'S NAME</b> <b>ADDRESS</b> <b>PHONE &amp; FAX NUMBERS</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A:</td> <td><b>3.</b></td> </tr> <tr> <td>INSURER B:</td> <td>Company's</td> </tr> <tr> <td>INSURER C:</td> <td>Best</td> </tr> <tr> <td>INSURER D:</td> <td>Key Rating</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:	<b>3.</b>	INSURER B:	Company's	INSURER C:	Best	INSURER D:	Key Rating	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A:	<b>3.</b>														
INSURER B:	Company's														
INSURER C:	Best														
INSURER D:	Key Rating														
INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SCR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS						
<b>4.</b>	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D)	1,000,000				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY												
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR												
	GEN'L AGGREGATE LIMIT APPLIES PER:												
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$(G)	1,000,000				
							GENERAL AGGREGATE	\$(H)	2,000,000				
							DEDUCTIBLE MAXIMUM	\$	25,000				
<b>5.</b>	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M)	1,000,000				
	<input checked="" type="checkbox"/> ANY AUTO												
	<input type="checkbox"/> ALL OWNED AUTOS												
	<input type="checkbox"/> SCHEDULED AUTOS												
	<input type="checkbox"/> HIRED AUTOS												
	<input type="checkbox"/> NON-OWNED AUTOS												
							DEDUCTIBLE MAXIMUM	\$	25,000				
<b>6.</b>	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				WC STATUTORY LIMITS	\$	OTHER				
	ANY PROPRIETORS/PARTNERS/EXECUTIVES OFFICERS/MEMBERS EXCLUDED? (Minimum 1000)	<input type="checkbox"/>											
	DESCRIPTION OF OPERATIONS & LOC										E.L. EACH ACCIDENT	\$	
												E.L. DISEASE - E.A. EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$				
<b>7.</b>	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q)	1,000,000				
<b>8.</b>	CYBER LIABILITY			(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U)	300,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**9.** CBE NO. 606617-23; Master Agreement for Licensed Software and Services

**10. CERTIFICATE HOLDER**

**CANCELLATION**

CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
---------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------

GOVERNMENT CENTER, FOURTH FLOOR  
500 S. GRAND CENTRAL PARKWAY  
P.O. BOX 551217  
LAS VEGAS, NV 89155-1217

11. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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

The attached Schedules numbered NV2022.001.01 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software and Services No. NV2022.001 and CBE 606617-23 between Manatron and the undersigned Customer (the "Agreement").

By and Between	And
<b>MANATRON, INC.</b> 2429 Military Road, Suite 300 Niagara Falls NY 14304 ("Aumentum Technologies" or "Aumentum Tech")	<b>CLARK COUNTY, NV</b> 500 South Grand Central Parkway, P.O. Box 551220 Las Vegas, Nevada 89155 ("Customer" or "COUNTY")
Attention: Matthew Henry – Lead Contract Administrator Telephone No.: 866.471.2900 E-mail Address: <a href="mailto:MHenry2@HarrisComputer.com">MHenry2@HarrisComputer.com</a>	Attention: Clark County Treasurer Telephone No. (702) 455-4323; E-mail Address: <a href="mailto:Ken.Diaz@ClarkCountyNV.gov">Ken.Diaz@ClarkCountyNV.gov</a>

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

**MANATRON, INC.**

**CLARK COUNTY, NV**

By:   
 (Signature)

By: \_\_\_\_\_  
 (Jessica Colvin)

Printed or Typed Name: Jeff Bender

Its: \_\_\_\_\_  
 (Chief Financial Officer)

Its: Chief Executive Officer  
 (Title)

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

Date: June 15, 2023

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

Witnessed: \_\_\_\_\_  
 (Signature)


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

By: \_\_\_\_\_  
 (Printed or Typed Name)

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

APPROVED AS TO FORM:

STEVEN B. WOLFSON – District Attorney

  
 By: Jason Patchett (Jun 15, 2023 16:54 PDT)

(Jason B. Patchett)

Its: Deputy District Attorney  
 (Deputy District Attorney)

Date: Jun 15, 2023

**SIGNATURE PAGE**

Date: May 24, 2023

**SOFTWARE SCHEDULE FOR CLARK COUNTY, NV**

Schedule NV2022.001.01 to the Master Agreement for Licensed Software 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 and Services # NV2022.001 and CBE 606617-23 between Aumentum Technologies and the undersigned Customer (the "Agreement").

SOFTWARE				
Software Description	Quantity	Unit Price	Total Price	Comments
Upgrade to Aumentum Platform Tax System	1	No Charge	No Charge	Upgrade
Upgrade to Aumentum Platform Records Admin	1	No Charge	No Charge	Upgrade
Upgrade to Aumentum Platform Assessment Admin	1	No Charge	No Charge	Upgrade
<b>Total Software Fees:</b>			\$0.00	

**SOFTWARE USE RESTRICTIONS:** Site license(s).

**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: May 24, 2023

**MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR CLARK COUNTY, NV**  
 Schedule NV2022.001.01 to the Master Agreement for Licensed Software 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 and Services # NV2022.001 and CBE 606617-23 between Aumentum Technologies and the undersigned Customer (the "Agreement").

<b>SOFTWARE SUPPORT SERVICES</b>			
<b>Software Product</b>	<b>Model Number</b>	<b>Annual Price - 2024</b>	<b>Comments</b>
Aumentum Platform Tax System Support			
Upgrade to Aumentum Platform Records Admin			
Upgrade to Aumentum Platform Assessment Admin			
<b>Total Maintenance &amp; Support Services Fees</b>		<b>\$ 609,972.00</b>	

**TERM OF SUPPORT SERVICES SCHEDULE:** Support Services shall commence upon Go Live and shall continue with the option to renew for four (4), one-year periods.

Date: May 24, 2023

**PROFESSIONAL SERVICES SCHEDULE FOR CLARK COUNTY, NV**  
 Schedule NV2022.001.01 to the Master Agreement for Licensed Software 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 and Services # NV2022.001 and CBE 606617-23 between Aumentum Technologies and the undersigned Customer (the "Agreement").

General Description of Services	Days/Quantity	Unit Price	One-Time Fees
PROFESSIONAL SERVICES	1	\$ 3,732,529.00	\$ 3,732,529.00
Hosting Project Environment Setup – One-Time Fee	1	\$192,000.00	\$192,000.00
Hosting Project Environment Discount	1	(\$96,000.00)	(\$96,000.00)
			\$ -
Software Implementation, Project Management, training, configuration, data conversion, and hosted project environment.			\$ -
			\$ -
Clark County Development and Configuration	1	\$ 3,290,400.00	\$ 3,290,400.00
<b>Total Professional Services Fees:</b>			<b>\$ 7,118,929.00</b>

**PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Professional and Consultation/Training Services fees are due and payable as referenced in the Statement of Work and in response to the Deliverable Acceptance Statements (DAS) outlined in the SOW and in accordance with Aumentum Tech's invoice(s) that shall be sent to the Customer, per the Billing Milestones. Customer is responsible for all travel-related expenses associated with Aumentum Tech's Professional and Consultation/Training Services per NV2022.001 Master Agreement.

CONSULTATION/TRAINING SERVICES			
Description	Days/Quantity	Total Price	Comments
Billed-as-used professional services: 1,160 hours @ \$200/hour	1160	\$ 232,000.00	Billed As Used
<b>Total Consultation/Training Services Fees:</b>		<b>\$ 232,000.00</b>	

**BILLED AS USED HOURS FOR ADDITIONAL INTERFACES AND ADDITIONAL REPORTS:**

- (1) Work will be performed at the request of Customer;
- (2) Work delivery will be conducted upon a mutually agreed-upon schedule;
- (3) Work will not be initiated until Manatron and Customer have mutually agreed on a time schedule, objectives, cost, deliverables and acceptance criteria.

**ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS:** Aumentum Tech shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Additional Professional or Consultation/Training days requested by Customer, within the boundaries of the project, shall be billed at \$200/Hour. Any Professional and Consultation/Training Services requested by Customer post-go-live shall be billed at \$225/Hour. Customer is responsible for all travel-related expenses associated with Aumentum Tech's Professional and Consultation/Training Services per NV2022.001 Master Agreement.

**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) Manatron recommends one (1) person per PC / terminal; and
- (6) Class size should not exceed twelve (12) trainees.

Aumentum Technologies agrees to a rate of \$200.00/Hour, during the initial term of this agreement, for any Professional Services or Development not already outlined in this agreement.

Date: May 24, 2023

**PUBLIC ACCESS SCHEDULE FOR CLARK COUNTY, NV**  
 Schedule NV2022.001.01 to the Master Agreement for Licensed Software 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 and Services # NV2022.001 and CBE 606817-23 between Aumentum Technologies and the undersigned Customer (the "Agreement").

Manatron is willing to maintain an internet accessible public website that contains certain data that is properly formatted and submitted to it by Customer and other approved sources. Any site that contains a tax collection cart must interface with an approved payment processing vendor. An updated list can be obtained from Aumentum Technologies.

Public Access				
Item		Annual Hosting Fee	Annual Support	Estimated Completion Date
Public Access Software Use License, Set-Up, and Implementation:	Included			
Public Access Ongoing Fees:				
Public Access Tax		\$ 118,560.00	\$ 71,709.00	
<b>The Annual Hosting fees listed above shall commence upon staging of the Public Access site.</b>				
<b>Total Annual Hosting/Support Fees:</b>			<b>\$ 190,269.00</b>	

**Public Access is provided by Manatron and consists of the following:**  
 Providing Internet-based software to access Customer's public data;  
 Populating the Public Access software with Customer data from the appropriate system on a regular basis;

Providing programs and equipment to allow updating the Internet site with Customer's data;  
 Providing a Hyper link to Customer's home page;  
 Multi-language support;  
 Customization of text labels, menus, and screen color (collectively referred to as the "site theme");  
 Ongoing development and enhancement of the Manatron Public Access applications;  
 Ensuring proper third-party product licensing;  
 Ongoing support, i.e., software upgrades, "bug" fixes, and telephone and email support;  
 24/7/365 website monitoring.

**Hardware:** The Manatron-hosted solution is a high-availability offering which includes:  
 24/7/365 monitored infrastructure support (network/hardware/software);  
 Fully fault-tolerant power;  
 Redundant backbone connection;  
 Redundant servers;  
 Constant proactive security analysis;  
 Intrusion detection and auditing;  
 Response time and user up-time monitoring;  
 Database monitoring and maintenance;  
 User subscription database administration;  
 Monthly system utilization reports;  
 Automated back-ups.

In order to facilitate the live reach-in process, Aumentum's web services will need to be available to the Manatron web farm. This will enable the Public Access solution to pull up-to-date balance-due information for display on the web. During the implementation the Public Access team will communicate the network requirements.

**Web Server Address:** One Customer-determined domain name will be provided.

**Frequency of Updates to Database:** Customer shall make programmatic arrangements to provide Manatron with updated information for the Database on a daily basis or as agreed with Customer. In no case shall the updates occur more than once per day. The updates to the Website described above will create a "backup" version of the database, for the website, and are in addition to the real time reach-in process described in the paragraph above.



**PUBLIC ACCESS SCHEDULE FOR CLARK COUNTY, NV**

Schedule NV2022.001.01 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 and Services # NV2022.001 and CBE 606617-23 between Aumentum Technologies and the undersigned Customer (the "Agreement").

**Database Maintenance:** Manatron agrees to establish and maintain the Database and to update information as it is properly formatted and submitted to Manatron by Customer or by other sources approved by Manatron. Manatron will follow standard procedures for computer management of the Database, including back-up measures, recovery procedures, file maintenance and expansion, change controls, problem resolution procedures, management and control of space use, performance reporting, and related security and administration. Manatron will provide load-balanced web servers and a database server for the duration of this Agreement.

**Database Link:** Customer shall have access to the Database by linking to the web site located at the address provided. Customer shall be exclusively responsible for the purchase and maintenance of any third-party software and hardware that it needs to operate the Software, access the Database, and update the information on the Database under this Agreement.

**Database Information:** Customer is exclusively responsible for the content and accuracy of any data it submits to Manatron for inclusion in the Database. Manatron will include such information in the Database as it is properly submitted. Customer is responsible for its data and media while such data and media are in transit to or from Manatron. Manatron may refuse to accept, and may return to Customer, any data that, in Manatron's opinion, (a) does not comply with Manatron's applicable standards and procedures, or (b) are otherwise not in proper machine-readable form. Customer will be responsible for correcting rejected data and submitting the same for re-entry in the Database.

**Title to Data:** Customer shall retain ownership of the data (in raw form prior to any formatting by the Software) that is submitted to Manatron. Customer grants Manatron the right and license to include the data in the Database and agrees that Manatron shall be the sole and exclusive external owner of the Database as a compilation of data.

**Customer Home Page/Subscriber Access:** Users shall have access to the Database in accordance with terms and conditions set forth at the host site. Manatron provides a welcome page and all dynamic data access pages for access to the Public Access web data. At Customer's choice, the welcome page can be one of many linked pages, or it can be modified to act as the Customer home page.

**Price:** Customer agrees to pay Manatron the database hosting fees and other fees specified above per NV2022.001 Master Agreement

**Project Manager:** Neither Manatron nor Customer is required to provide a project manager for this endeavor unless Database Hosting is part of an integrated project.

**Acceptance:** Acceptance begins upon use by Customer for any purpose other than testing.

**Use License:** The Software is licensed on a Site basis for Database Hosting Services; Customer will have access to use the Database and web services only in connection with the operations thereof.

Date: May 24, 2023

**SUMMARY SCHEDULE FOR CLARK COUNTY, NV**

Schedule NV2022.001.01 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 and Services # NV2022.001 and CBE 606617-23 between Aumentum Technologies and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
SOFTWARE	\$ -
PROFESSIONAL SERVICES	\$ 7,350,929.00
<b>Total One-Time Fees</b>	<b>\$ 7,350,929.00</b>

**Payment Terms for One-Time Fees:** Aumentum Tech shall invoice Software and other Fees in accordance with the mutually agreed-upon billing milestones outlined in Statement of Work NV2022.001.01-SOW. All invoices are due per terms in 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 Aumentum Tech, 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 Aumentum Tech for such tax liability within thirty (30) days of receiving written notice of such tax liability from Aumentum Tech.

ONGOING FEES	
Description	Annual Price
SOFTWARE SUPPORT SERVICES FOR A Go-Live In 2024	609,972.00
SOFTWARE SUPPORT SERVICES FOR A Go-Live In 2025	\$ 649,620.00
SOFTWARE SUPPORT SERVICES FOR A Go-Live in 2026	\$ 688,598.00
If for any reason Go-Live is planned for 2027 Aumentum Technologies reserves the right to increase Maintenance and Support Fees over 2026 Fees by a not to exceed increase of 5%.	
Fit Analysis Credit – One-Time credit to Annual Fees following Go-Live	\$ (50,000.00)
PUBLIC ACCESS HOSTING & SUPPORT	\$ 190,269.00
Aumentum Technologies reserves the right to adjust the Public Access Annual Hosting Fees based on consumption, memory needs, or hardware needs. Any fee adjustment would be backed by evidence. County will be notified of increases a minimum of 180 days prior.	
<b>Total Ongoing Fees:</b>	<b>\$</b>

**Payment Terms for Ongoing Fees:** Ongoing Fees are due and payable in advance of each annual term and are subject to increases as defined in Section 7.16 of the Master Agreement. All invoices are due per terms in the Master Agreement document NV2022.001.

The Statement of Work # NV2022.001.01-SOW will be identified as "Confidential" and associated with the project outlined in this Schedule for Master Agreement # NV2022.001.01. Deliverables associated with the project contain Aumentum Technologies Intellectual Property and / or Confidential Information. As a result, Clark County agrees to protect deliverables as specified in Section 10 of Master Agreement # NV2022.001. Reference to the documents in this Schedule, the Statement of Work or any other contractual document will not change the status of the documents. Specifically, that they represent Aumentum Technologies Confidential Information and / or Intellectual Property. Any distribution of these documents to any 3rd Party without Aumentum Technologies prior, written approval shall constitute a breach of contract.

Clark County is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of Clark County's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract. Date: May 24, 2023

**MINIMUM SPECIFICATIONS FOR CLARK COUNTY, NV**  
Schedule NV2022.001.01 to the Master Agreement for Licensed Software, 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 and Services # NV2022.001 and CBE 606617-23 between Aumentum Technologies and the undersigned Customer (the "Agreement").

**Application Specific Minimum Specifications**

**3rd Party Software:**

Maintenance and Support for Aumentum will be provided in conjunction with the Third Party Software identified in the associated product documentation that are required in order to utilize the Aumentum Software Application (e.g., SQL Server, Windows Server, Crystal Reports, .NET Framework, DNN 'Platform'). Manatron's general strategy is to provide Aumentum Maintenance and Support for the most current version (N) and the next most current (N-1) version of the required Third Party Software. However, there may be circumstances that would require a move to the most current version (N). Manatron reserves the right to require use of the most current (N) version of such Third Party Software in order to utilize the Aumentum Software Application. Any changes to the Third Party Software required to utilize Aumentum will be communicated in the release notes for the Aumentum Software that are provided on a regular basis.

Date: May 24, 2023



## **STATEMENT OF WORK**

**NV2022.001.01**

This Statement of Work # NV2022.001.01-SOW will be identified as "Confidential" and associated with the project outlined in the Schedule for Master Agreement # NV2022.001.01. Deliverables associated with the project contain Aumentum Technologies Intellectual Property and / or Confidential Information. As a result, Clark County agrees to protect deliverables as specified in Section 10 of Master Agreement # NV2022.001. Reference to the documents in this Schedule, the Statement of Work or any other contractual document will not change the status of the documents. Specifically, that they represent Aumentum Technologies Confidential Information and / or Intellectual Property. Any distribution of these documents to any 3rd Party without Aumentum Technologies prior, written approval shall constitute a breach of contract.

Clark County is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of Clark County's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

## DOCUMENT INFORMATION

<b>Document Title</b>	Statement of Work NV2022.001.01-SOW				
<b>Author</b>	Project Management Office				
<b>To Be Approved By</b>	Aumentum Technologies Project Sponsor	Clark County Project Sponsor			
<b>Comments</b>					
<b>File Name</b>	Clark County, NV2022.001.01-SOW				
REVISION HISTORY					
Rev	Section	Type	Date	Author	Remarks
0.1	All	Initial Release	5/03/2022	Aumentum Tech	Initial Release for review
0.2	All	Updated	5/16/2022	Aumentum Tech	Added R&D Milestones.
0.3	All	Updated	5/19/2022	Aumentum Tech	Team review and acceptance of previously discussed changes.
0.4	All	Updated	6/27/2022	Aumentum Tech	Addressed County feedback and revised On-Prem vs Hosted details
0.5	All	Updated	8/3/2022	Aumentum Tech	Updating final details
0.6	All	Updated	9/14/2022	Aumentum Tech	Clean version of document. Add billing information and confirming appendices
0.7	All	Updated	10/20/2022	Aumentum Tech	Billing milestones added and DAS's updated
0.8	All	Updated	12/14/22	Aumentum Tech and Clark County	General updates
0.9	All	Updated	1/10/23	Aumentum Tech and Clark County	Accepting changes from last review
1.0	All	Updated	1/19/23	Aumentum Tech	Updates from 12/14 meeting
1.1	All	Edits	1/25/2023.	Aumentum Tech	JudyP Edits as result of 1/24/2023 joint discussion
1.2	All	Edits	2/15/23	Aumentum Tech	Billing milestones & DAS's updated per agreement on 2/13/23.
1.3	N/A	N/A	N/A	N/A	N/A
1.4	All	Edits	3/3/2023	Aumentum Tech	Updates, accepted changes from last review, deleted comments
1.5	Multiple	Edits	5/11/2023	Aumentum Tech	Additions,

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# 1 STATEMENT OF WORK (SOW) INTRODUCTION

## 1.1 DOCUMENT PURPOSE

This Statement of Work (SOW) is attached and made part of the contract number NV2022.001.01 for Master Agreement for Licensed Software and CBE 606617-23, and Services number by and between Manatron, Inc., (hereafter referred to as "Provider") and the Clark County Treasurer's Office (hereafter referred to as ("County"). This SOW shall define the work requirements and responsibilities between and the Provider and the County on deliverables related to the project implementation.

## 1.2 PURPOSE STATEMENT

The purpose of this project is to upgrade the Provider's Aumentum solution into the Treasurer's office. This SOW describes the project that the Provider is responsible for upgrading as well as the responsibilities of both parties. During the Initiating & Planning phase a subsequent Project Management Plan (or Execution Plan) and project schedule will be jointly agreed upon by the Provider and County 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 Provider Aumentum software upgrade project will facilitate the installation of the most recent standard COTS implementation and configuration of the software (as demonstrated to the County) into the County's process scheme.

### 1.2.1 Project and Production Environment

This SOW will describe an On-Premises project and production environment implementation. Should the County later decide to move to a Provider-Hosted Environment, a Contract Amendment will be required.

### 1.2.2 Public Access

This statement of work assumes the standard software installation and services for Provider's hosted Aumentum eGovernment to include search and display of data for Aumentum product modules that are contracted/ licensed as part of the Master Software agreement.

The scope of Public Access implementation is a full refresh of the existing website to include:

- Implement a Public Access site that reflects the County's current website theme (i.e., color palette, logo, banner) to provide a seamless transition navigating from the County site to the Public Access site.
- Implement latest Public Access application modules inclusive of the following:
  - Inquiry/Display/Pay for property tax
  - Payment Integration with County's current vendor (additional charges may apply if engineering is needed to integrate)
  - Lender Payment Module
  - E-billing
  - 3<sup>rd</sup> party cashiering
  - Real-time posting
  - Fixed Charge Submission Process (eforms)
- Training w/ documentation
  - Content Management

- Public Access modules
- Payment Report Reconciliation Process
- Site Usage Reporting via Google Analytics

### 1.3 PROJECT PHASES

The upgrade project will be administered in the following phases, which will be further outlined in the following sections:

#### Development Start

- Core Design & Development

#### Implementation Start

1. Initiation & Planning
2. Definition & Analysis
3. Execution
4. Performance & Control
5. Production & Closure

Within each of these project phases, the Provider implementation team will institute a methodology of grouping the work into one or more individual workshops. Work on these phases can overlap and each overall phase will also include one or more milestone deliverables.

Development Start phase will commence 90 days after award of Master Agreement No. NV2022.001 and CBE 606617-23.

Project Phase			Workstreams / Key Activities	Milestones
Pre-Project Start	Pre-Project Start	●	<ul style="list-style-type: none"> <li>● Contract Agreement</li> </ul>	1. Contract Agreement Signing
Development Start	Core Design & Development	●	<ul style="list-style-type: none"> <li>● Internal Planning</li> <li>● Requirement workshops</li> <li>● Requirement Demos</li> </ul>	2. R&D Delivery 1 3. R&D Delivery 2 4. R&D Delivery 3 5. R&D Delivery 4 6. R&D Delivery 5 7. R&D Delivery 6
Implementation Start	Initiation & Planning	●	<ul style="list-style-type: none"> <li>● Hosting for Project Environment Setup</li> <li>● Conversion Iteration 0 – Conversion Start-Up</li> <li>● Project Planning</li> <li>● Conversion and Configuration 1</li> <li>● Base System Install and Initial Configuration</li> </ul>	8. Hosting Project Environment Setup 9. Conversion Start-Up 10. Project Planning 11. Conversion Delivery 1 12. Base System Installation
	Definition & Analysis	●	<ul style="list-style-type: none"> <li>● Business Process Analysis Review</li> <li>● Reports/Interface Discovery</li> <li>● Conversion and Configuration 2</li> </ul>	13-16. Business Process Review Workshops – Iterative Completion

Project Phase		Workstreams / Key Activities	Milestones
	<p><b>Execution</b> •</p> <p><b>Performance &amp; Control</b> •</p>	<ul style="list-style-type: none"> <li>• Project Programming</li> <li>• Conversion and Configuration 3</li> <li>• Project Programming</li> <li>• Business Process Analysis Workshops</li> <li>• Conversion and Configuration 4</li> <li>• County Training (Train the Trainer)</li> <li>• County End-to-End Testing</li> </ul>	<p>17. Conversion Delivery 2</p> <p>18. Conversion Delivery 3</p> <p>19. Conversion Delivery 4</p> <p>20. County Training Complete</p> <p>21. County Testing Complete</p>
	<p><b>Production &amp; Closure</b> •</p>	<ul style="list-style-type: none"> <li>• Conversion and Configuration 5 – Production Database</li> <li>• Go-Live Authorization</li> <li>• Production Stabilization</li> <li>• Project Closure</li> </ul>	<p>22. Go-Live Authorization</p> <p>23. Project Closure</p> <p>24. Custom Project Consulting Support (Billed as Used)</p>

Provider and County project team shall work together to break down the larger workstreams into smaller units of work (workshops) to be delivered to the County. Depending upon unit content and scope, the duration of these workshops may range from 2 hours to 4 days. Workshops shall include discreet inputs and outputs with acceptance criteria for each. Both parties will agree upon the completion of each of these workshops during a project phase so that leading into a project milestone; all deliverables will either have been clearly met or outcomes and actions clearly noted with resolution plans mutually agreed if off track.

During the planning and scheduling deliveries for each project or project phase, the Provider will provide to the County a listing of workshops required to deliver all tasks within the scope of work for the that segment or project.

The Provider core engineering team uses both Agile and Kanban methodologies to plan and develop any required functionality identified as part of this contracting process. The Provider will plan and execute iterative software development sprints for all core engineering changes within scope of this project. These sprints will be further defined by the Provider during the core engineering planning phases of this project and shall include cross-functional Scrum teams for design input, demo reviews, testing and product feedback.

County staff will be engaged in these activities in this iterative method throughout the program. When these sessions are held, County attendance is important in order to clarify scope, provide informal training and hands-on experience with the software and allow County staff to gain general knowledge of the product prior to formal training phases. Participation in the sessions also provides a helpful component for organizational change management in that it involves the County's lead staff in this iterative process.

More details of how this core engineering Agile methodology will impact the project implementation will be discussed and incorporated into the project plans by the Provider.

## 1.4 DEFINITIONS/ABBREVIATIONS

The following terms or abbreviations are used in the Statement of Work:

Agile Development Methodology	A time boxed, iterative approach to software delivery that builds software incrementally from the start of the project, instead of trying to deliver it all at once near the end.
Azure Dev Ops (ADO)	An internal system used by Provider to track and process software modification requests generated through internal findings and Teams Support
Acceptance Plan	A high-level set of criteria for the final acceptance of the system.
BPA (Business Process Analysis)	A Workshop process for reviewing the application and functional requirements and review how Aumentum COTS will be configured to meet the County business rules.
Business Scenario	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 Provider and the County for project management and critical issue resolution.
COTS	Commercial off the Shelf software - for the purposes of this document, COTS refer to the current, generally available releases of Provider's software products.
Customer/County	The Treasurer's Office
CLZ	Customer Landing Zone
DAS	Deliverable Acceptance Statement/Project Milestone Acceptance Forms
Go Live	County is operating any part of the Aumentum application in a Production environment, not for testing purposes.
Issue Management Plan	An issue register and high-level description of how issues will be classified, registered and resolved.
Kanban	A lean method to manage and improve work across human systems. This approach aims to manage work by balancing demands with available capacity, and by improving the handling of system-level bottlenecks
OJT	On the Job Training
Organizational Change Management	The systematic approach and application of knowledge, tools and resources to deal with change. It involves defining and adopting corporate strategies, structures, procedures and technologies to handle change in external conditions and the business environment.
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.
Release	New software application deployment occurring every 4 weeks. Updated functionality and bug fixes will be included in associated release notes.
Risk Management Plan	A high-level description of activities Provider and the County 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.

Scrum	A framework within which people can address complex adaptive problems, while productively and creatively delivering products of the highest possible value. Scrum itself is a simple framework for effective team collaboration on complex products.
SOW	Statement of Work
Teams Support	Issue tracking system
End to End System Testing	System testing to validate End to End (E2E) processes.
UML	Unified Modeling Language

## 1.5 SCOPE DEFINITION

This SOW describes the Provider and County tasks and activities required for the implementation of the project as set forth in this document. The project includes defined milestones, deliverables, a milestone 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 County for that specific deliverable upon completion.

Provider shall furnish only products and services specifically described in this SOW.

Project requirements or services not explicitly included in the Master Agreement, this SOW, the Functional Requirements Clark County Tax\_FINAL 2021-08-23, the Clark County Fit Analysis, or in the Custom Development for Business Process Requirements included in the Fit Analysis Report set forth in NV2022.001.01-CCDC will be considered out-of-scope, and will be addressed through the Change Management Process referenced in Section 2.4 of this SOW.

## 2 OVERALL PROJECT GOVERNANCE

### 2.1 PROJECT WORK DEFINITIONS

Provider shall provide overall project management, as well as provide software licenses, software integration, implementation, data conversion, training, acceptance test support, database management and associated deliverables, and the application software as documented in this SOW. The County will promptly assign a project manager and also provide required technical and domain expertise in accordance with a preliminary work plan developed by both the Provider and the County.

#### 2.1.1 Project Management

Provider and the County project managers will manage the overall project effort and supervise each project subgroup tasked with all key project deliverables. Provider will appoint a project manager for the duration of the project that will be the primary point of contact with County. The Provider project manager will be responsible for all aspects of the overall project implementation. The Provider and County project managers will be fully knowledgeable of the goals of the project, provide access to Provider and County resources (such as personnel, documents, and physical areas) and be responsible for making or coordinating all administrative and technical decisions on the project under the guidance of the Executive Steering Committee. Furthermore, the project managers will coordinate all on-site and off-site personnel working on the project. The Provider Project Manager will schedule implementation team resources and work with the County Project Manager to ensure that the County team resources are available for planned activities.

#### 2.1.2 Define and Initiate Project Communications Processes

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

- Define, obtain agreement for, and initiate the project communication plan
- Obtain agreement upon and establish a project management library and / or portal
- Define the Escalation Process incorporated in the PMP, including specific named stakeholders
- Initiate Issues Register
- Initiate Risk Register

### 2.2 ORGANIZATIONAL CHANGE MANAGEMENT

The overall strategy for organizational change management focuses on the most important factor that can make or break any project – the people. Understanding who will be impacted by the change, areas of concern within the organizational structure, mitigation plans and an overall implementation methodology that incorporates the proper communication and training plans for moving to a new system is important.

This organizational change management focus includes the below tasks as part of the inherent scope of work of this project. This shall be planned by the County project manager, as applicable to the project objectives together, the project managers shall:

- Identify stakeholders and develop and manage plans, expectations, and project business goals
- Assess change(s) – including business processes, roles and responsibilities



- Develop and implement project planning, status reporting, project reporting
- Develop and implement communications plan – agendas, meeting notes, timelines, status reports, and facilitate stakeholder communication and meetings, including all-hands meetings
- Develop and implement risk mitigation plans
- Manage the Change Management Process (change control)
- Develop training plans – informal, formal, various styles, workshops, End to End System Testing, train-the-trainer, online help, refresher training
- Manage milestone lessons learned process –continuous feedback loop and areas for correction
- Track milestone markers –audits, key performance indicators (KPIs), monitoring and controlling, celebrate the successes!
- Identify champions of change – County team members to help shape a change management culture from within the County.
- Inject some fun – facilitate culture and team building, rewards, recognition of goals and achievements, newsletters and social media portals.

Because Provider does not know the County individuals' skill sets, history with the County offices, prior experiences, personalities and backgrounds nearly as well as the County management staff does, organizational change efforts are primarily the County's responsibility. Organizational change management tasks, such as the above listed, will be jointly created by both parties and managed by the Provider and County Project Managers. Provider can supply templates and tools for the organizational change management activities as listed above, and work to refine, implement and monitor them with the County Project Manager. Additionally, the Project Managers may assign specific roles under this area to various leads on the team who can influence and manage change at different levels. The scope of this project does not provide for a specific dedicated Provider resource to serve as an organizational change management lead.

Communication and training are critical to change management. The Provider project management team will work with the County project management team to ensure they have the information necessary to disseminate to the rest of the County staff.

Provider and County will develop a plan to ensure open and two-way communication. By keeping staff informed, the County shall be able to minimize the unknown factors that can hinder successful change management. As a part of the configuration phases, County team leads will receive hands on experience with the new software using County data as early in the project cycle as possible and no later than the start of Conversion 2. As the team becomes comfortable with the new software and its improved features with early reviews, informal/formal training sessions, End to End System Testing and other activities, adversity to change is significantly reduced.

The services provided within this scope include aspects of Change Management that Provider feels are inherently part of our project implementation. Much of this is organically part of any well-managed project and is based on years of experience and available toolsets.

The County may determine that their organizational or culture needs are broader or more systemic beyond just this project and that would be out of scope. If the County feels that professional training in this area could benefit the larger organization, and not just this project, it might be useful for the County to also contract with a certified provider directly so that multiple projects and teams can benefit from the education.

The County should also consider establishing their own Change Management internal budget to anticipate costs for occasional events and activities throughout the life of the project (team building events, lunches, awards, recognition, activities, visual aids, etc.). This funding is not included in the scope of our project pricing.

### 2.3 ESCALATION PROCESS

Project issues, that cannot be resolved by the Provider and County Project Managers will be managed through the escalation process, including written notification to the Project Steering Committee.

The Steering Committee will be responsible to resolve or make final recommendations on issues that are escalated by the Project Managers. The committee members will also be responsible for review of any change controls involving cost, or schedule changes requiring approval from Provider and County senior management. This committee will meet as needed.

### 2.4 CHANGE MANAGEMENT PROCESS

The Provider shall put a Change Management Process 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.

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 Change Request (CR) shall be the vehicle for communicating changes and final change request will be completed by amendment. Per section 5.3 of the Master Agreement No. NV2022.001 and CBE 606617-23.

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

- A change in the software or hardware configuration.
- Third-party software configuration affecting the performance or capacity of the system.
- A change in the form or functionality of the Provider application software that deviates from the mutually agreed upon final software requirements; or
- Other changes that could affect the project schedule, resources, scope or budget as mutually agreed by all parties.

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

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

Provider will work jointly with the County to determine mutual interest in pursuing the CR. The County may accept or reject the proposed solution. Should mutual agreement be reached,

Provider shall submit feedback to the County, including impact to timing and price of implementation and ongoing maintenance.

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

If the County does not agree with an out-of-scope designation, the two parties will meet to discuss and if no agreement is reached, the issue will follow the escalation path defined in the Project Management Plan.

The Change Management Process also includes CRs updating or correcting contractual language within the SOW or other agreed artifacts. Should these changes be non-material, they will be documented as a no-cost CR. If these changes impact billable scope, the process as outlined above will be followed.

## 2.5 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. Risk factors will be reassessed by County and Provider Project Managers during the reporting/status updates for the project. The Provider and County shall include details on procedures in place for managing risk during the implementation process in the Project Management Plan.

## 2.6 PROJECT REPORTING

- **Regularly scheduled status reports** - Provider shall develop a regular status report for the County 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 County status report shall be defined in the Project Management Plan.
- **Risk Register** - During the initial planning meetings the Provider Project Manager shall formally establish the risk register and track and update the register throughout the project.
- **Change control register** - The status of formal Project Change Requests will be tracked on the Change Control Register by the Provider PM.
- **Project Schedule** - Progress will be measured against and tracked on the project schedule by the Provider project manager. The schedule will be published by Provider biweekly throughout the project.
- **Project Reviews** - Provider and the County 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** – Provider will make a library of project documentation available to the County. until the end of the Project implementation.
- **Teams Support** – Provider uses this Issue management system throughout the project to manage end-to-end issue traceability across the project lifecycle, align stakeholders, improve efficiency, manage change.

## **2.7 MILESTONE DELIVERABLES ACCEPTANCE**

### **2.7.1 Milestone Deliverables Acceptance approach**

Provider and County shall follow a formal acceptance process for each of the key milestone deliverables identified in this SOW. There will be a formal acceptance process in place. By completing an acceptance process, the County Project Manager is providing Provider with assurance that the County is satisfied that the deliverable in question can be marked complete. Likewise, by not completing (or rejecting) the acceptance process, the County 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.

### **2.7.2 Milestone Deliverables Acceptance procedure**

The procedure for formal acceptance of a deliverable will have the following steps:

- The Provider shall complete and submit each milestone deliverable in the SOW and included in the project schedule to the County.
- For the major project deliverables as defined in this SOW, Provider will schedule a "Deliverable Overview" meeting with the County Project Manager to outline the content of the deliverable and provide any points of clarification. This meeting will be scheduled to coincide with the completion of the deliverable.
- A Deliverable Acceptance Statement (DAS) will be presented by the Provider Project Manager to the County Project Manager.
- The County Project Manager will review the DAS; confer with the appropriate team members and return the signed DAS indicating acceptance.
  - In the case of non-acceptance, the County will document the reasons in detail for the non-acceptance and provide such reasoning to Provider in a timely manner. County shall provide Acceptance or Rejection of each deliverable within the specified project schedule timeline to avoid any delays to subsequent project phases.
  - In the case of non-acceptance of a deliverable, Provider will confirm receipt of the County's non-acceptance and provide a written response detailing the plan to address the non-acceptance issue, including guidance taken from County ranking and prioritization of items(s);
- The Provider Project Manager will catalogue 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
- It is the responsibility of the County to maintain appropriate archival and back-up copies of all deliverables.

### **2.7.3 Nonconforming Deliverable**

If the County determines that a deliverable does not meet in all material respects the contractual requirement, they shall notify in writing of the County's rejection of the deliverable by utilizing the project acceptance sign off forms at the end of this SOW document. The County will specify the contract requirement (DAS acceptance criteria or language, page, section of the SOW, Appendices or Master Agreement) that has not been met, and describe with reasonable detail the non-conformance that forms the County's basis for rejection of the deliverable.

Upon receipt of notice of non-acceptance, Provider shall reply within 10 business days with a documented plan to modify or improve the Software and Services at Provider's sole expense so that the deliverable meets, in all material respects the contracted Acceptance Criteria. County will have ranked and prioritized the non acceptance issues and Provider response, with the intent of reaching mutual agreement for a resolution plan to address such non conformance.

## **2.8 COUNTY RESPONSIBILITIES**

### **2.8.1 Infrastructure Planning**

It is the County's responsibility to meet the IT infrastructural needs of the project. The Provider will provide a document that discusses the infrastructure requirements to the County as necessary to assist them in the implementation of the infrastructure. Before any non-contract Technical Services charges are incurred by the County, the Provider will supply a formal quote for said services.

### **2.8.2 Office Facilities**

The County shall provide timely access during their regular business hours (M-Th 7:30am-5:30pm PT) to office facilities for Provider personnel while they are on-site. If after-hours access is necessary Provider shall pre-arrange with the County. These facilities shall include work areas, desks and chairs, wireless access or document scanner. Provider and County shall coordinate all arrangements prior to Provider arriving on site.

### **2.8.3 Facilities Access**

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

### **2.8.4 Data**

The County shall provide access to business, operational, and technical data for their environment, as necessary to meet the objectives of this project. The County shall provide the necessary production data required to complete the data conversion, including County reports showing balancing. Data and data access will be provided to the Provider under a mutually agreed security policy, which may include access to the legacy system and data, information assistance with the data in production use, data dictionary, balancing reports and other helpful scripts, reports, artifacts for mapping, converting and validating data. The County is responsible for any necessary data cleansing, manual or programmatic

### 2.8.5 Procurement

The County shall procure and fully license all software products, other than the software and project hosted Customer Landing Zone (CLZ) environment provided by Provider, required for the project.

### 2.8.6 Training Lab

The County shall provide equipment and computer stations to interface with the test and training database.

### 2.8.7 Network Infrastructure and Provider Access

The County will provide the network environment to support the necessary hardware. In addition the County will provide the Provider with network access to its Aumentum applications. To include:

- Remote desktop access to project servers
- VPN to project services
  - Network access authorization for its core project team
  - Additional Provider staff will need system access during times of high activity, such as go-live and testing.

The County will require the Provider to comply with OFFICE OF THE COUNTY MANAGER - TD No. 1 - IT Security Policy (service-now.com). The County will require background checks for all personnel requesting access. During the implementation, the County requests the Provider work with the County to coordinate any update or change to the environments.

### 2.8.8 Travel

All on site travel will be mutually agreed upon prior to making any travel arrangements, and the County will authorize all travel. The County will be expected to reimburse for all travel expenses according to the agreed upon contract terms and Nevada statutes concerning travel. Any requested travel that exceeds stated reimbursable amounts must be approved prior to booking and if no agreements can be made, the Provider will cancel the planned travel. All Provider 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 Provider Staff Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287> Any travel deemed necessary outside of the estimated contracted budget will require a billable change request.

### 2.8.9 County Expertise and Personnel

The Provider solution offering leverages County technical expertise in several areas. Replacing legacy system experience, access to systems and to coordinate with County system, policies and processes is costly. The Provider can contract with County for additional services in the areas of system conversion and installation on a time and materials basis in addition to our standard implementation methodology, as described in this document. Any contract updates for additional services will follow the Change Management process as outlined in section 2.4.

The County will ensure all project personnel with the appropriate skill level will be available according to the project scheduled dates and fully staffed to meet the project timeline. County personnel should be skilled and prepared to participate in activities including but not limited to:

- Detailed requirements analysis, including custom mapping and interface requirements.
- Detailed acceptance criteria.
- End to End System test case creation and execution.
- Data Conversion, balancing and software testing.
- Configuration and configuration testing.
- Other tasks as defined by the project plan.

County resources shall have the skill and authority to make business process decisions and validate implementation tasks. Any personnel changes that effect critical project milestones will be addressed through the Change Management Process.

## **2.9 ASSUMPTIONS AND CONSTRAINTS**

### **2.9.1 Proprietary Access to Provider Tools**

Access to any Provider online tools is strictly confidential and the data shall not be shared in any manner, with anyone outside of the County, without prior written approval from the Provider.

### **2.9.2 Project Hosted and On-Premises Environment**

For the initial phases of the upgrade project, the Provider shall install on a Provider-provided hosted environment an Aumentum version that is production release or generally available at the time of execution of the contract. This hosted environment will be used for project phases up to the point at which the County has installed the on-premises environment. The Provider will work with the County to determine the setup and access to various instances needed for testing and training. The move to the County-provided Production site will occur according to the plans laid out in the project schedule.

The Provider will be responsible for the initial application installation for the County on-premises environment and will provide training to the County IT staff to maintain the environment during the project and into production.

### **2.9.3 Project Programming, Conversion and Configuration**

This project includes the delivery of the current state standard converted data database (Ascend into Aumentum), configuration and setup of the Aumentum COTS software suite. An initial Aumentum environment will be provided after Implementation phase has kicked off. The functionality described in this SOW, or any related contract and proposal documents will be provided throughout the project implementation. The overall program Business Process analysis phase may reveal necessary changes in workflow, office set-up, data or software functionality that could affect the environment setup, project timeline, conversion efforts or standard software functionality.

Data Conversion and cleansing and/or modifications to the data outside of an agreed tolerance and materiality and Provider balancing beyond the description below are considered additional scope. Program or project scope changes will follow the Change Management Process in Section 2.4.

This project assumes the following project scope clarifications:

- Provider will convert a maximum of five (5) data extracts (pulling new full extracts of production data) into the Aumentum structure. Provider will run multiple iterative subsets and full-conversions with each full data extract.

- Provider will convert all data currently in Ascend; however, will only support calculations back 8 years to support corrections (per statute)
- Provider will balance 8 years of converted data (current year plus 7)
  - Provider will balance all outstanding tax amounts and refunds for all years
  - Provider will verify that the charges/bills, redemptions/payments/cancellations and balances that exist in Legacy are the same charges/bills, redemptions/payments/cancellations and balances that are in Aumentum
  - Provider will verify that the ownership records (name and mailing address information) that exist in Ascend are the same that exist in Aumentum
  - Provider to identify and document anything that doesn't match due to differences in how the two systems function
  - County will decide how to handle differences, which may include County manual fixes or County data cleansing efforts. Data cleansing efforts performed by Aumentum may be billable as per the process outlined in Section 3.1.1.
- The Provider will include services to train the County on basic Aumentum platform data model, data services and workflow. Advanced instruction will be additional billable services and could impact project duration.
- The Provider will also include basic training to instruct the County on how to create forms and correspondence. Any County-specific custom reports, interfaces, new workflow set up, and/or forms outside of the system will be additional billable services and could impact project duration.
- Customized Tax bill creation and modifications, beyond the initial standard Clark County tax bill needed to work with the County's equipment, will be an additional billable service. Customizations are also considered to be things like additional tax bills for specific situations/look and feel/property types.

#### **2.9.4 Process improvements**

Lessons learned during the program will be used to improve the remaining implementation and may change the overall implementation plans outlined in this SOW. The Provider reserves the right to change the project phase descriptions, activities and sequence during the program for discoveries identified through lessons learned in this and other programs. Changes will be documented in the project schedule as required and mutually agreed between the Provider and County project manager. Any change to milestone description and acceptance criteria will be mutually agreed by both project management teams and documented by the change management process where necessary.

#### **2.9.5 Documentation**

Available help documents and process guides will be furnished to the County during the implementation; however, the Provider will not be obligated to create new guides for every business process as part of this program. The County is responsible for creating any business process specific documentation or updating any documentation provided by the Provider

#### **2.9.6 Issue Management**

The County will be responsible for using the Provider's Teams Support portal to document any defects found during testing throughout the project. Provider will deliver resolutions either in updated configuration, training, data fixes or code updates deployed by patches or releases.



The County will be responsible for testing any defect resolution or failure to correct a defect. The Provider will note the availability of resolution by switching the Teams Support state to "Fix Sent." The Provider will automatically close and consider resolved any Teams Support issue that remains in the "Fix Sent" state for longer than 30 calendar days.

The Provider will follow the following Issue Severity Levels for the implementation project:

- Severity 1 (Critical): System is down, or major critical functionality is not operating.
- Severity 2 (High): Non-Critical but major functionality is inoperative without a workaround or workaround is not feasible.
- Severity 3 (Medium): System feature is malfunctioning or inoperative, but an alternative procedure exists to achieve business needs.
- Severity 4 (Low): Cosmetic in nature. Will be planned for future release or roadmap at the discretion of Provider

The County is responsible for any necessary software training or testing with all third-party agents unless otherwise specified in the contract.

Once the County has moved to a production state, the Issue Severity levels and resolution plans will follow the escalation path identified in the Master Agreement for *Licensed Software and Services* number NV2022.001.

### 2.9.7 Third-Party Agents

The County is responsible for any necessary software training or testing with all third-party agents unless otherwise specified in the contract.

#### Aumentum Technologies and Info-Tech Research Group Protocol

It is expected the County will contract directly with a third -party consulting firm, "Info-Tech", to provide program monitoring and consulting services. Aumentum Technologies will have no direct relationship or accountability to a third party contracted by the County.

- InfoTech may attend select Aumentum Technologies project activities as a non-active participant, with pre approval from Aumentum Technologies.
- The County is responsible for all direct interaction, inputs and outputs, and deliverables required to support InfoTech's methodology.
- The County is responsible for providing all project related documentation and access to a county-maintained document repository for use by InfoTech. All project documentation is considered confidential and shall not be copied by the 3rd party contractor or used to develop any derivative work products or marketing materials.
- Aumentum Technologies will participate in up to 160 man hours of InfoTech led project reviews and activities during the project. Work efforts that exceed 160-man hours will follow the Change Management Process as outlined in Section 2.4 of this SOW.
- Any added work effort, rework or changes to Aumentum Technologies standard R&D, implementation, support and other related processes, or any impact to the project scope, timeline or resources will be managed through the Change Management process as outlined in Section 2.4 of this SOW, subject to additional cost to the County.
- Aumentum Technologies will facilitate all related InfoTech requests through the Aumentum Technologies PMO, as it is expected there will otherwise be no direct contact with other teams.
- Artifacts requested that are not part of Aumentum Technologies standard offering and/or otherwise protected IP will be considered out of scope.

- All third parties will be required to sign a Non-Disclosure Agreement (NDA) with Aumentum Technologies prior to engagement.

### **2.9.8 County Availability for Project Work**

The County operates on a four (4) day business week (Monday-Thursday (7:30-5:30pm PT). Project work involving County staff will be adjusted to meet this altered schedule. Any SOW references to "business days" will take into consideration the County's 4-day work week.

### **2.9.9 Production Consulting Support**

The Provider can provide additional Production Consulting support (for example, refresher training, process assistance and optimization, etc) once the County is in production with the upgraded system. The Provider can work with the County to provide a menu of services and structure a Letter of Authorization to purchase the additional hourly support at any time. Services are typically designated as "Billed as Used"

### 3 CORE CONCEPTS

This section of the document describes core concepts that are used throughout the program and individual projects.

#### 3.1 CONVERSION WORKSTREAM

The Provider will manage this workstreams with several iterations of conversions. The activities within each iteration will vary depending on if the County is upgrading from a previous Aumentum version or is new to Aumentum.

##### 3.1.1 Conversion Process

The conversion process purpose is to extract data from the County's legacy system and prepare it for input into the Aumentum database tables in support of the software delivery of the project.

The Provider shall extract the data to be converted from the legacy source database and import the data into a MS SQL database standard import table schema based on application requirements. Provider will then use standard import processes to convert the data from the import format into Aumentum production tables. The Provider will provide the County with appropriate delivery and signoff documentation on the successful completion of each iteration of the data conversion effort.

The Provider and the County shall perform pre-conversion verification and balancing. The Provider will run the conversions through a series of validation checks and scripts prior to releasing the database to the County and will provide error logs and findings as identified throughout the implementation. The County will be responsible for data validation upon access to the database and will report any issue to the Provider in the prescribed manner. Provider will convert a maximum of five (5) data extracts into the Aumentum structure under the scope of this work. Any additional conversion runs requested will go through the Change control process. If the conversion run is needed due to data sources not identified during Conversion start up or missing data from a 3<sup>rd</sup> party system, it may require a billable Change Request.

Data cleansing is a significant part of the County conversion activities. The extracted data can consist of unclean data, dummy values, inconsistent data and absence of data. This unclean data may require a data cleansing process so that the target Aumentum application, database and processes operate as expected. Data cleansing can provide consistency to different sets of data that have merged from various data sources over time. The Provider will help identify sources of unclean data and deliver examples to the County for additional review, feedback and corrective action. The conversion activities will uncover many discrepancies that they will likely choose not to address as part of the project implementation process due to time and/or budget constraints. Those data cleansing activities can be performed by the County as a post implementation phase. Data cleansing by the Provider is not included in the scope of Provider project work. Any data cleansing activities performed by the County during the project implementation, after data conversion has been completed and accepted by the County, that require additional conversion cycles, resources, or scheduling by the Provider team may require a billable Change Request.

It is always a goal of the system migration to deliver a data conversion with the highest degree of accuracy; however there will always be data anomalies and exceptions that can be identified and flagged where data falls short of meeting those accuracy goals. Both parties will agree to an acceptable margin of tolerance for values associated with the conversion, during the Planning & Initiating Phase. This range of tolerance will be documented by the Provider in the conversion strategy plan. The margin will establish the range in which converted values must fall in order to be accepted and is necessary due to the insufficiency of the data that exists on most historical records. If the County requests data which does not exist from our standard conversion and requests a calculation to

derive data from a non-Provider legacy system, it requires a billable change request. The Provider and County will identify and agree during the Conversion Start-up workstream if data exists that needs to be brought through the conversion process. If the County identifies a new data from the legacy system after Conversion start-up the County shall process a change request through the change management process.

Conversion workshops will be defined and developed during the Planning & Initiating Phase.

### **3.1.2 Conversion Strategy/Plan**

This strategy/plan establishes the guidelines, process, and conceptual conversion plan for all phases of the project.

The Conversion Strategy/Plan will form the basis for the conversion of the legacy data received into the targeted database structures to be used in the new production systems.

### **Provider Roles and Responsibilities**

- Provide an overview description of the approach to conversion
- Document data conversion approach for current and historical data
- Define roles and responsibilities for executing the plan
- Develop and document the conversion process including the sequence of file processing
- Develop and document the conversion balancing and verification report requirements
- Prepare the Conversion Plan Document

### **County Roles and Responsibilities**

- Participate in meetings to provide information regarding source file mapping
- Provide clarifications for issues raised by Provider
- Provide documentation on legacy databases where needed
- Provide resources for the conversion planning process as defined in the project schedule
- Optionally – data cleansing documented plan (for a post go live activity), if the County desires to further conduct data cleansing outside of the project go live.

### **3.1.3 Conversion Data Source Analysis & Mapping**

One of the key aspects of data conversion is the identification of data sources and mapping. Only data that is required for Aumentum COTS system functionality and within the scope of the current contract will be converted. All data not within the current COTS scope will either not be converted, converted by the County, or will be converted per the Change Control process.

### **Provider Roles and Responsibilities**

- Consult with the County regarding mapping the data from source systems/files to Aumentum modules/tables
- Determine whether standard import programs will be used, or development of custom conversion programs will be required
- Define the data elements required for summary level reconciliation and balancing reports
- Define Reconciliation Report development requirements

- Document source files to Aumentum mapping at a module level for modules requiring development

### **County Roles and Responsibilities**

- Provide the County subject matter experts to participate in mapping source data to target data structures
- Provide the list of data sources to be included in the conversion including file size and record counts
- Capture screen print examples of the different types of County Tax Assessment and Collection records
- Provide definition of Extract Reconciliation Report development requirements (joint effort with Provider)
- Define the data elements required for summary level reconciliation and balancing reports (joint effort with Provider)

#### **3.1.4 Data Extract/Conversion Development and Test**

The actual development and testing of data conversion programs and files shall be performed during this segment for each conversion phase. This begins after the project initiation and conversion mapping and consists of two parallel efforts. Provider shall develop and test the programs to load the client provided data from the intermediate files into the Aumentum database.

During data extract, the Provider shall execute the extract programs and load the data into the intermediate file format. The Provider shall perform this task in order to create a sub-set of the data for initial testing as well as to extract the entire full set of data.

Provider shall initially host the converted Aumentum database so that the County can conduct acceptance testing in accordance with the mutually agreed upon test plan.

### **Provider Roles and Responsibilities**

- Develop custom extract files necessary to pull the data from the County legacy system and populate the Provider import files as designed during the mapping phase
- Develop the import and conversion programs necessary to populate the Aumentum database as defined during the Data Mapping
- Develop the required related Reconciliation Reports
- Process extract files with the import and conversion programs and create Aumentum database
- Balance and reconcile the database at a high level and verify a sampling of detail data
- Document any data issues encountered
- Provide Aumentum converted database to the County

### **County Roles and Responsibilities**

- Verify that all extract production files are correct and balanced.
- Balance and reconcile the final database and verify a sampling of detail data.
- Document extract file issues

### 3.2 CONFIGURATION WORKSTREAM

#### 3.2.1 Configuration Process

The Provider will manage this workstream with several iterations of configuration. The activities within each iteration will vary depending on if the County is upgrading from a previous Aumentum version or is new to Aumentum.

Due to the highly configurable nature of the Aumentum COTS application, different levels of configuration are required for the valid function of the software and for using the application to test converted data. The Provider shall create and maintain a master configuration database, which will be applied as an input to every conversion iteration. During the time of conversion processing and subsequent integration application testing, which can be significant, configuration activities will have to temporarily cease, or their actions will have to be documented (screen prints or scripts) and repeated after the conversion is delivered.

#### 3.2.2 Configuration Levels

A brief description of the levels of configuration is outlined below, and further details will be provided during the project planning period.

<b>Level 1: Base Product Configuration</b>	
Summary:	Deploy base system functionality out of the box without any configuration customizations included. Perform core product configuration, define basic implementation structure for domestic or international implementations and define overall system components and modules available in solution
Examples:	Menus, deployed modules, core systypes, base screens and task flows, system-wide configuration created to support Aumentum Tasks, and other as identified during the project
<b>Level 2: Market Configuration</b>	
Summary:	Perform market configuration, which is typically defined domestically by state boundaries but in some cases, there will be market specific groupings within a state. This level incorporates statutory requirements and delivers base market functionality without customizations or project specific branding
Examples:	Statutory reports and market specific screens and task flows, market-wide dynamic calculations for assessments, tax rates, tax extension, special assessments, and assessment value file imports, market-wide configuration requiring technical expertise, and other as identified during the project
<b>Level 3: Project Configuration</b>	
Summary:	Perform project configuration, which accommodates the Aumentum product for the project specific environment addressing contractual requirements and implementation tasks that are necessary to brand the project specific processes, artifacts and business processes. This level of configuration typically has to be completed with coding or through internal Provider tools.
Examples:	Workflows, data services, correspondence, data viewers, advanced interfaces and extracts, tax, tax invoice forms / notices / statements, County-specific dynamic calculations for assessments, tax rates, tax extension, special assessments, and assessment value file imports, County-specific configuration requiring technical expertise, and other as identified during the project
<b>Level 4: County Configuration</b>	

Summary:	Perform County configuration, which allows the user to extend support for both fundamental and ancillary business processes within the application. These configurations often have application UI tools that the end user can leverage to create, modify or remove configurations resulting in modified system behaviour in support of business processes
Examples:	Workflow queues, security, custom reporting (unless otherwise contracted), data warehousing, valuation models, basic interfaces and data extracts, tax rates, drop down lists, County-specific configuration not requiring technical expertise, and other as identified during the project

### 3.3 TRAINING WORKSTREAM

Training of personnel is critical to the immediate and long-term success of any system. Provider will define, develop and implement a training strategy in consultation and with approval of County to provide education appropriate to the County staff. Provider assumes that the students are knowledgeable in the operation of workstations in a Windows® environment.

In general, the Provider builds the majority of training into and administers as a bi-product of executing Provider's professional services workshops as contracted throughout the implementation. Workshops are designed to include formal and informal training as it is directly related to the specific workshop functional area.

Included in the cost of this project is a maximum of 120 formal "train the trainer" training hours (to be defined in the Training Plan during the implementation) to train key County individuals on how to train end users. Less formal training shall occur over a series of onsite trips and/or remote sessions throughout the project and may include various topics such as the application functionality, areas that may not already be a part of the County's process, conversion mapping, interface/reporting, training for end to end system testing, train the trainer preparations, training on process guides, etc. There is no additional cost for the informal training events that occur throughout the project as part of workshops.

Also, as a bi-product of the business process analysis activities, the Provider shall deliver process guides to the County in order to provide end to end business process flows for each Aumentum functional area. This becomes the reference guide that users will follow and adjust to address specific County needs during End to End System Testing, and which the County shall own from that point forward.

Users shall also receive informal training and hands on experience with the software during the End to End System Testing workstream of the project. Provider shall support the End to End System Testing process and work with the County to develop a test strategy and plan. These test plans, test cases, acceptance criteria, etc. are also other examples of documentation that will assist in training the users.

A combination of workshops, training days, knowledge gained from End to End System testing, standard product documentation, and other artifacts are all considered by the Provider as part of the overall training program. Provider shall work with the County to define and implement a detailed training plan for any areas outside of the workshops. The training plan will define the types of training specifically geared to the different types of users as described later in this section.

The general provisions for County training include:

- County shall provide a suitable room or space where training can be conducted in an uninterrupted manner.
- All County personnel to be trained shall have adequate job coverage to ensure uninterrupted training sessions.

- A "full day" of training shall be six hours of training.
- County acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that user fully complete the training.
- Provider recommends one (1) person per PC/Terminal; and
- Onsite Class size shall not exceed twelve (12) trainees.

### 3.3.1 Needs Assessment

A training "needs assessment" shall be performed by the County for the purpose of confirming who needs training and what areas of training the County staff member needs to carry out specific job responsibilities. The County will provide planning, vacation and Holiday schedules, and classroom space as required for all County user workshops.

### 3.3.2 Types of Training

Provider shall provide comprehensive training in all aspects of system usage, administration and problem resolution. Provider is proposing an approach of "train-the-trainer" for long term self-sustaining delivery of training to the County staff and end-users. Using this approach, Provider's instructors will provide training to key designated County "trainers." After completing the Provider conducted training Workshops, these County "trainers" will possess the ability to train other staff and end-users for the purposes of daily use of the system prior to go live.

It will be the on-going responsibility of the County designated "trainers" to assist the other users in on-going use and increased proficiency of the system.

Provider conducted training workshops will incorporate classes for the following groups of staff members, as defined in the training plans:

- **Trainers** - General end-user "train-the-trainer" training will target designated County "trainers." This training will be conducted during the pre-installation period. The information the County "trainers" acquire will then be used to train the County end users. Several different "train the trainer" classes will be taught prior to live implementation.
- **Key Users** - Staff members identified by management who will be working with Provider as a part of the installation and implementation team. This includes the County designated support team that will be providing on-going tier 1 support as set forth in the Maintenance and Support Agreement. This training will be conducted prior to live implementation.
- **Supervisors/Managers** - Staff members who need to understand and facilitate the system at the operation level will train in a classroom setting. These users will learn how to manage the specifics of daily, weekly, and monthly operations as they pertain to facilitating Aumentum as a whole system. This training will be conducted prior to live implementation.
- **Technical Users** - Staff members serving as database administrators, system administrators and application administrators will be trained in backup, recovery, and advanced application features such as interface maintenance, table maintenance, data management and manipulation, archiving and error recovery. In addition, basic data model, data service and correspondence is included as part of the standard training package.

### 3.3.3 Training Database

Data used during training will be the converted County data. Provider has discovered from previous data conversions that training on the converted data has significant benefits such as:

- Immediate familiarity with accounts and geography of their jurisdiction



- Identifies conversion issues
- Eases office procedures and timing issues
- Eases environmental problems and security issues
- Tests staff knowledge of the system
- Provides specific training to departments and the public

In addition to training with the converted data, mock "live" sessions may be run. The actions currently performed by each department can be simulated on the new system. This process allows personnel to become familiar with operating the software application.

Initial system navigation workshops may be conducted using another County's converted data. The purpose of these workshops is for Provider to provide the County a high-level knowledge of navigating the Aumentum system.

### 3.3.4 Training Curriculum

Standard curriculum for end users in an onsite environment is based on no more than 12 users per class with one user per PC. A training day is not to exceed 6 hours. Curriculum will be finalized after the analysis phase and with the Provider Project Manager working with the County Project Manager.

Training will combine classroom lectures and interactive program training in concert with the Aumentum online help/user manual. The Provider recommends key users and supervisors/managers to participate in the "trainer" sessions prior to attending manager/supervisor specific training classes.

Provider shall deliver all classes with prescribed user-oriented objectives. Focus shall be on training with emphasis on instructional objectives in order to involve the student as an active participant with the responsibility of accomplishing the objective set forth.

### 3.3.5 Training Location/Facilities

Provider shall provide remote and onsite training at the County offices. The County shall provide the following training facilities for any onsite training:

- 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
- 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.

### 3.3.6 Training Materials

Provider shall provide or make available course materials to be used by trainers and trainees during Provider conducted training classes. Provider shall also provide PDF electronic copies of the materials to the County for duplication and distribution.

## 4 DEVELOPMENT PHASE 1 - CORE DESIGN & DEVELOPMENT

### 4.1 INTRODUCTION

This first phase includes the following distinct workstreams that will be further outlined in the following sections. Each workstream will also include one or more milestone deliverables. The goal of this project phase is to lay out plans for the overall development phase and develop the mechanisms that will guide the project to completion of the defined scope.

Project Phase	Workstreams	Milestones
Core Design & Development	<ul style="list-style-type: none"> <li>• Internal Planning</li> <li>• Requirement workshops</li> <li>• Requirement Demos</li> </ul>	<ol style="list-style-type: none"> <li>2. R&amp;D Delivery 1</li> <li>3. R&amp;D Delivery 2</li> <li>4. R&amp;D Delivery 3</li> <li>5. R&amp;D Delivery 4</li> <li>6. R&amp;D Delivery 5</li> <li>7. R&amp;D Delivery 6</li> </ol>

### 4.2 INTERNAL PLANNING

In this workstream, the Provider will review all of the use cases, statutory requirements and defined customizations. The Provider will plan an initial sequencing of events to lay out a high-level plan for the Development cycle. This sequencing and schedule are fluid activities that could change or evolve as work progresses and dependencies are determined.

This high-level schedule is not intended to be a project deliverable; however the Provider will set up a communication schedule to notify County where staff might be needed for review or discussion.

As part of the overall Design and Development Phase, the Provider will provide a mechanism for the requirement tracking to be used to monitor the delivery of all requirements for testing.

### 4.3 REQUIREMENT WORKSHOPS

Through the planning workstream, the Provider will break down groupings of functionality grooming and design into Workshops. The Provider will involve the County resources in discovery discussions during these workshops.

### 4.4 REQUIREMENT DEMOS

As functionality is completed, the Provider will demonstrate the requirement to the County for agreement and feedback. These demos are not intended to be an acceptance of the requirement, but intended to show progress and ensure the overall intent has been met.

Most of this development work is intended to take place before the implementation begins, so there may or may not be an environment set up for hands-on activity by the County at this stage of the project.

## 5 IMPLEMENTATION PHASE 1 - INITIATION & PLANNING

### 5.1 INTRODUCTION

This first phase includes the following distinct workstreams that will be further outlined in the following sections. Each workstream will also include one or more milestone deliverables. The goal of this project phase is to lay out plans for the overall upgrade and develop the mechanisms that will guide the project to completion of the defined scope.

Project Phase	Workstreams	Milestones
Initiation & Planning	<ul style="list-style-type: none"> <li>Conversion Iteration 0 – Conversion Start-Up</li> <li>Project Planning</li> <li>Base System Install and Initial Configuration</li> <li>Conversion and Configuration 1</li> </ul>	<ul style="list-style-type: none"> <li>8. Conversion Start-Up</li> <li>9. Project Planning</li> <li>10. Conversion Delivery 1</li> <li>11. Base System Installation</li> </ul>

### 5.2 CONVERSION 0 – CONVERSION START-UP

#### 5.2.1 Data Extraction Overview Workshops:

Through the execution of a series of remote workshops, Provider will provide the County with a framework that enables the County to prepare for the data conversion workshops. The initial workshop will instruct the County on how to provide the following: data source systems identification, data identification and documentation, totals, benchmark parcels, reports, etc.

During this phase the Provider will confer with the County to understand the effort required for conversion readiness, work toward creating the conversion extracts, and to begin to work with the County on identification of data cleansing opportunities (i.e. any data manipulation that may be needed to ensure success of the conversion). During this phase the Provider will populate the intermediate table file formats with extracted legacy system data and perform a necessary data review, and work through the balancing and cleansing activities with the County. Through this process, the Provider will get an understanding of County readiness in regard to the legacy data that will lead into subsequent project phases.

#### Exclusions:

- Provider will not establish a working Aumentum environment for analysis, testing or configuration as a part of Conversion Start Up activities. This occurs post Project Planning.
- Provider will not establish a CLZ (Client Landing Zone for testing/validation) for actual conversion extraction validation or importing of data during Conversion Start Up.
- Provider project management is limited to managing just the tasks listed here for Conversion Start Up (not to include other project management duties that are expected during the standard implementation phases to follow).

#### Required Resources:

- Project Managers, Provider Conversion Manager, Provider Technical Consultants, County data subject matter experts.

### 5.2.2 Provider Roles and Responsibilities

- Provider will provide a high-level presentation on the conversion phases and process.
- Provider led conversion overview and data definition and mapping workshop(s).
- Provider will begin to populate intermediate file tables and execute validation scripts.
- Provider will host follow up meetings or workshops to address County questions concerning the import files as they arise. Each workshop should focus on a particular set of tables for each module (i.e., Records tables or Tax tables, etc). The Provider will identify Initial workshops at Conversion Start Up. This may not be a complete list, as conversion cycles are iterative throughout the project.
- Provider will be available during normal business hours to field questions from the County regarding data extract and mapping work.

### 5.2.3 County Responsibilities:

- County will provide and document the list of data sources to be included in the conversion including file size and record counts.
- County will provide a current backup of the production data for this phase.
- County will provide examples of legacy system data for guidance when requested (benchmark parcels, screen capture and examples of different types of records).
- County will provide subject matter experts (SMEs) to complete data validation and review.
- The County will obtain or create file layout descriptions or database dictionaries for any systems (other than Ascend) which are not documented.

## 5.3 PROJECT PLANNING

### 5.3.1 Define and Initiate Project Communications Processes

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

- Define, obtain agreement for, and initiate the project communication plan
- Obtain agreement upon and establish a project management library and / or portal
- Define the Escalation Process incorporated in the PMP, including specific named stakeholders
- Initiate Issues Register
- Initiate Risk Register

### 5.3.2 Project Planning

Provider shall provide the initial Project Planning tools including a proposed detailed project schedule and estimated project staffing resource requirements. The Provider Project Manager and the County Project Managers shall conduct a joint review of the proposed project schedule during Phase 1 Initiation and Planning. Once the schedule is agreed by the project management team it will become the primary tool used to guide the project team, and to monitor and control the project.

The schedule will be reviewed and updated by the project management team on a schedule to be determined by the project phase and communication plan, or as mutually agreed upon, in response to changing circumstances, actual progress and as more detailed planning becomes possible. Any

material changes to the accepted project schedule that 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 management process.

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

Provider shall create a Project Management Plan (PMP) to define the details of how the project will be executed, monitored, controlled and closed. The PMP shall document the collections of outputs of the planning process. It may include the following components, as deemed necessary: project organizational charts, project schedule, risk management plan, resource plan, communication plan, change control plan, issue management plan, acceptance and quality management plan. The PMP further defines roles and responsibilities for executing the project. It may also reference separate documentation to be delivered in future project phases. Both parties will mutually agree upon a PMP, and Provider notes that this PMP is a document that will evolve during the implementation as needed to remain agile and supportive of the needs of the stakeholders.

### **5.3.3 Provider Roles and Responsibilities**

- Set up collaborative communication portals for the project
- Work with County PM to define Stakeholder groups and set up communication structure
- Work with the County PM to plan and host workstream Kick-off Meetings as needed
- Provide draft Workshop Plan to the County for review
- Provide draft Training Strategy for review
- Provide draft Testing Strategy to the County for review
- Provide draft project schedule to the County for review
- Provide draft Project Management Plan to the County for review and agreement

### **5.3.4 County Roles and Responsibilities**

- Provide current Business Process information, functional calendars and blackout schedules to the Provider
- Participate in the creation of the initial project artifact documents
- Review and provide feedback on the initial project artifact documents and schedules

## **5.4 BASE SYSTEM INSTALL AND INITIAL CONFIGURATION**

There are two primary activities during this phase. First is the establishment of an Aumentum environment for the purpose of providing the County with access to the Aumentum product suite without any completed County specific configuration information or data. The second purpose of the base environment is for use by the Provider to complete base configuration during the Business Process Analysis/Review Phase.

The Provider shall install on a Provider provided CLZ an Aumentum version that is production release or generally available at the time of execution of the contract.

### **5.4.1 Provider Roles and Responsibilities**

- Deliver the appropriate base system Aumentum software as scheduled per the project plan.
- Install all base system COTS components required to execute the analysis phase for the project. This installation will initially take place on the Provider Hosted CLZ.
- Ensure all base system COTS components are operable in the development environment; this initial delivery does not include integration with external systems.

### **5.4.2 County Roles and Responsibilities**

- Provide list of IPs that will access the initial project hosted site
- Provide list of initial users so accounts can be set up for use with initial data delivery

For an on-premises County environment, the Provider will facilitate the installation of the most recent standard COTS implementation and configuration of the software into the County's process scheme.

### **5.4.3 Provider Roles and Responsibilities**

- Install all base system COTS components required for the project, including the converted database available at the time of the installation.
- Deliver installation documentation and release notes to the County.
- Ensure all base system COTS components are operable in the development environment; this initial delivery does not include integration with external systems.
- Provide on the job training, as defined in the Training Plan, for technical personnel on the installation and maintenance best practices of Aumentum software.
- Turn over ongoing management of the environment to the County after initial installation and training

### **5.4.4 County Roles and Responsibilities**

- Confirm that hardware environment is installed, in place and certified as ready to use in the installation of the Aumentum software
- Installations to other instances (Test, Training, Production, etc) will be the responsibility of the County
- Install all future releases of software once initial installation is complete per Provider and County agreement
- Provide remote access for Provider to access County-installed Aumentum Systems

The Provider recommends the County set up the following additional environments.

- TEST: Aumentum for County testing where the County can modify data.
- DEV: Aumentum for County review of converted data, no modification of the data.
- PROD: Master configuration for Aumentum
- TRAIN: Designated training environment for SME and end-user training.

## 5.5 CONVERSION AND CONFIGURATION 1

The Provider will continue the data mapping and export work and deliver a first iteration of converted data. This initial delivery is a subset of data and not intended to be a complete converted database. The County will be responsible for data validation. This is a critical step to ensure process work and data is accessible and meets specific scenario guidelines.

### 5.5.1 Provider Roles and Responsibilities

- Conduct an initial internal review of the data and baseline configuration to ensure readiness to proceed to the next step. Additional Config will be updated throughout the project.
- Document any data issues encountered.
- Provide Aumentum converted database to the County.
- Conduct an initial review of the data and baseline configuration with the County.
- Work with the County to begin data validation and identify any data cleansing needed. Data validation and cleansing is the responsibility of the County, unless otherwise agreed by the Provider and subject to a billable CR.
- Be available during normal business hours to field questions from the County regarding data upgrade, validation and balancing work.

### 5.5.2 County Roles and Responsibilities

- Upon request provide screen shots, reports, scripts, data dictionary, information about the production data or other artifacts that will help assist the team in any areas of mapping, scripting conversion or validation
- Validate the converted or upgraded database, balance and reconcile the final database and verify a sampling of detail data and corresponding reports.
- Provide resources and attend any validation or balancing workshops with Provider
- Document conversion issues and/or data cleansing needs

## 6 IMPLEMENTATION PHASE 2: DEFINITION AND ANALYSIS

### 6.1 INTRODUCTION

This phase includes the following distinct workstream that will be further outlined in the following sections. Each workstream will also include one or more milestone deliverables. The goal of this project phase is to begin reviewing the County business process and functional calendar information, identify any updated report or interface work (including custom requests), review any changes in the configuration needed for the Aumentum upgrade and further define the related training and testing plans.

Project Phase	Workstreams	Milestones
Definition & Analysis	<ul style="list-style-type: none"> <li>Business Process Analysis Review</li> <li>Reports/Interface Discovery</li> <li>Conversion and Configuration 2</li> </ul>	13. to 16. Business Process Review Workshops – Iterative Completion 17. Conversion Delivery 2

### 6.2 BUSINESS PROCESS AND CONFIGURATION REVIEW

The Provider and the County have executed business process Workshop(s) in a separate project where the Business Process requirements set forth in NV2022.001.01-CCDC and Business Use cases were reviewed.

Provider generated a Fit Gap Analysis report to outline any gaps between Aumentum functionality and the county's business processes and show how Aumentum can be configured to meet many of the county's current processes. The business process requirements identified in the Fit-Gap Analysis report in NV2022.001.01-CCDC contains the proposed solution for each requirement that was reviewed.

The Provider will execute an initial round of Business Process Review workshops to demonstrate the application and complete additional configuration updates as needed. These sessions will be informal in nature but will serve a dual purpose as preliminary training on the system and review of all business processes. The Provider will demonstrate Aumentum has been configured to meet many of the state's current processes. The activities in this phase will help familiarize County resources with the software for ultimate production usage.

Configuration is an iterative workstream and the Provider will continue to make configuration updates throughout this upgrade project. Provider shall create and maintain a master configuration database, which will be applied as an input to every conversion iteration. During the time of database upgrade processing and subsequent integration application testing, which can be significant, configuration activities will have to temporarily cease, or their actions will have to be documented (screen prints or scripts) and repeated after the database is delivered.

In this phase the County will begin identifying and writing test scripts that will ultimately be County Testing.

Some of the workshops in this activity will serve as discovery sessions to define the reports and interfaces needed for this implementation. The Provider will be responsible for any statutory reports and contracted interfaces as identified in the Fit Analysis Report. The County will be responsible for any custom report or interface not part of the documented scope.



### 6.2.1 Provider Roles and Responsibilities

- Provide high-level workshop plan to guide the work effort for Business Process Analysis activity
- Provide Workshop(s) and product demos to review business processes and configuration
- Create and maintain the County configuration database
- Test the base applications functionality based on the initial configuration prior to County testing.
- Make mutually agreed upon corrective changes based on County feedback and contracted severity levels.

### 6.2.2 County Roles and Responsibilities

- Begin development of any applicable test cases to be used in conjunction with Aumentum for Testing
- Participate in Workshops
- Review the results of the requested codes and system settings and account codes required to populate Aumentum
- Report any configuration or conversion faults to the Provider in the prescribed format
- Document report and interface requirements.

## 6.3 CONVERSION AND CONFIGURATION 2

The Provider will continue the data mapping and export work and deliver the next iteration of converted data. This delivery will continue to build on the previous subset and provide additional modules and data as defined in the Conversion Plan. This is not intended to be a complete converted database. The County will be responsible for data validation. This is a critical step to ensure process work and data is accessible and meets specific scenario guidelines.

### 6.3.1 Provider Roles and Responsibilities

- Process extract files with the import and conversion programs and create Aumentum database.
- Document and communicate to County any data issues encountered.
- Provide Aumentum converted database to the County; and

### 6.3.2 County Roles and Responsibilities

- Perform data validation on the converted data.
- Document and communicate to Provider extract file issues.

## 7 IMPLEMENTATION PHASE 3: EXECUTION

### 7.1 INTRODUCTION

This phase includes the following distinct workstreams that will be further outlined in the following sections. Each workstream will also include one or more milestone deliverables. The goal of this project phase is to execute on agreed programming work and conduct the agreed training sessions. Hands-on activity in the application will help the users more quickly adopt the new upgrade and help instil confidence in the system for the testing and production phases.

Project Phase	Workstreams	Milestones
Execution	<ul style="list-style-type: none"> <li>Project Programming</li> <li>Conversion and Configuration 3</li> <li>Business Process Analysis Workshops</li> </ul>	18. Conversion Delivery 3

### 7.2 PROJECT PROGRAMMING

Provider shall successfully implement COTS solution consisting of all system modules and capabilities necessary to meet the County requirements as defined in the SOW, NV2022.001.01-CCDC and Clark County Fit Analysis documents. Moreover, Provider shall deliver the specified interfaces and the defined statutory reports in the contractual documents.

Modifications to the agreed project scope may be required. Required and agreed modifications will follow the change management process and must be approved as such by all parties before work commences on the changes.

The Provider and County will review any existing or new custom workflows, correspondence and data services in the Phase 2 workshops and make a determination on how to proceed with updates as needed. The project will include an additional budget of hours for these Billed as Used services. Any Provider-specific work identified in this upgrade could impact the schedule and could have an increased cost and will follow the change management process as outlined in Section 2.4.

#### 7.2.1 Agile Software Development

The Provider core engineering team utilizes both Agile and Kanban. Provider shall plan and develop any required functionality identified as part of the contracted scope. The Provider executes Automation testing daily with analysis and feedback results available within 12 hours.

#### 7.2.2 Aumentum Reporting

This project assumes the implementation of standard Aumentum COTS and statutory reports, in addition to any included custom reports identified in the scope discussions prior to contracting. Provider will be responsible for any contracted state required reports following the below definition.

Statutory reports are defined by Provider:

- Automated compiled data reports (not forms, transmittals, cover letters or correspondence)
- Specifically mandated by State law (not optional or desirable)
- Have all data content and format described in complete detail by mandating authority

- All report data content must be already contained within Aumentum's standard database by means of in-scope data conversion and/or generated by standard Aumentum application features.

Under this definition, Provider will be responsible for providing any statutory reports that are not already included in the standard Aumentum core reporting capabilities

### **7.2.3 Interfaces**

Provider and the County will review each interface requirement. Often the number of interfaces is reduced by the new features and integration of the Aumentum solution. Provider shall provide either API's, utilized by Provider import/export utilities, or design and build new interfaces as specified and priced in the contract. Any additional interfaces requests by the County will follow the Change Management process or use Consulting Support hours provided in the contract.

### **7.2.4 Project Consulting Support**

Provider will optionally provide a maximum of 1160 hours of additional Billed as Used Consulting support during the project. These hours can be used for assistance in developing custom reports, interfaces, extracts, data services, workflow, or other activity agreed by the Provider and County.

Report requirements and formats will be defined by the County in a process that is separate from the Business Analysis process which defines functional application requirements. The Provider expects that the County will modify its business practices to best utilize pre-existing Aumentum reports and minimize the number of custom reports through change requests.

## **Tracking Custom Reports and Interface Scope**

- Provider shall track all custom consulting work and the County can monitor to obtain status on completion of this work. The Provider will outline the tracking process during the Planning phase.
- Any custom requirements are expected to be delivered for Go Live or as agreed to in advance in the milestone authorizations. Any remaining consulting hours as part of this SOW will expire 12 months after the County goes live on the upgraded Aumentum release.

## **Support and Maintenance**

- Support and Maintenance will not be included for the custom reports, interfaces, extracts, data services or workflow included in this project. Any future changes to the delivered work product whether as a result of future maintenance and support releases and deliveries or otherwise will be managed through the Change Management Request process.

## **7.3 CONVERSION AND CONFIGURATION 3**

The Provider will continue the data mapping and export work and deliver the next iteration of converted data. This delivery will continue to build on the previous subset and provide additional modules and data as defined in the Conversion Plan. This is not intended to be a complete converted database. The County will be responsible for data validation. This is a critical step to ensure process work and data is accessible and meets specific scenario guidelines.

Following the successful completion of one or more subset conversions, the Provider will deliver a full conversion of all data elements for all modules. The full conversion phase is the project team's first opportunity to perform a full County dataset extraction and migration to Aumentum.

### **7.3.1 Provider Roles and Responsibilities**

- Process extract files with the import and conversion programs and create Aumentum database.
- Balance and reconcile the database at a high level and verify a sampling of detail data.
- Document and communicate to County any data issues encountered.
- Provide Aumentum converted database to the County; and

### **7.3.2 County Roles and Responsibilities**

- Perform data validation on the converted data.
- Verify that all extract production files are correct and balanced.
- Balance and reconcile the database and verify a sampling of detail data.
- Document and communicate to Provider extract file issues.

## 8 IMPLEMENTATION PHASE 4: PERFORMANCE & CONTROL

### 8.1 INTRODUCTION

This phase includes the following distinct workstreams that will be further outlined in the following sections. Each workstream will also include one or more milestone deliverables. The goal of this project phase is to ensure the County has tested the upgraded system components and documented any issues for resolution, further facilitate adoption of the upgrade and assist the County in readiness to use the system in production.

Project Phase	Workstreams	Milestones
Performance & Control	<ul style="list-style-type: none"> <li>Conversion and Configuration 4</li> <li>County Training (Train the Trainer)</li> <li>County End-to-End Testing</li> </ul>	<ul style="list-style-type: none"> <li>19. Conversion Delivery 4</li> <li>20. County Training Complete</li> <li>21. County Testing Complete</li> </ul>

### 8.2 CONVERSION AND CONFIGURATION 4

The Provider will deliver an updated converted database including any final converted data and issue resolutions as planned from the previous iteration. This delivery will be used for the Training and Testing workstreams.

#### 8.2.1 Provider Roles and Responsibilities

- Process extract files with the import and conversion programs and create Aumentum database.
- Balance and reconcile the database at a high level and verify a sampling of detail data.
- Document and communicate to County any data issues encountered.
- Provide Aumentum converted database to the County; and

#### 8.2.2 County Roles and Responsibilities

- Perform data validation on the converted data.
- Verify that all extract production files are correct and balanced.
- Balance and reconcile the database and verify a sampling of detail data.
- Document and communicate to Provider extract file issues.

### 8.3 COUNTY TRAINING

The Provider will define, develop and implement a training strategy in consultation and with approval of the County to provide education appropriate to the County staff in a Train the Trainer format.

The Provider will also include basic technical training as part of the formal Training days.

- Basic Data Model
  - Aumentum database core concepts with module specific database table overviews
  - Navigate the conceptual data model
  - Identify tables and columns required to create reports with the Aumentum database

- Data Service
- Correspondence
  - Templates
  - Data Mappings
  - Single and Batch Printing
- Custom Reports
- Workflow
  - Setup and Logic
  - Navigation and Queue Searching

### **8.3.1 Provider Roles and Responsibilities**

- With the County Project Manager, define and implement a mutually agreed upon training strategy, including any opportunity for Provider customer operations team to participate in aiding for go live transition
- Provide comprehensive training in all aspects of system usage, administration and problem resolution to key designated County "trainers", key users, managers/supervisors and technical users

### **8.3.2 County Roles and Responsibilities**

- Provide training location and setup
- With the Provider Project Manager, define mutually agreed upon training sessions
- Identify and schedule the appropriate users for each training session
- Ensure the employees attend the training sessions
- Provide planning, vacation and holiday schedules to the Provider.

## **8.4 COUNTY TESTING**

County Testing primarily includes testing the functionality of the delivered software against the business processes and configurations. The County has the primary responsibility for conducting this testing. Acceptance of the converted data is not a part of this testing workstream – it is addressed during the database upgrade process; however, additional levels of user testing may be conducted at the discretion of the County. Validation of the data is a critical step in the overall process flow and balancing activities.

Interface integration testing is part of the County testing process, which ensures that the system properly connects to external systems as agreed upon during the configuration workshops. This testing will take place once the County-provided on-premises Environment setup is complete and available to the County users.

This project scope assumes one full, successful end-to-end system testing phase. The County will rank and prioritize all remaining open issues prior to the end of the testing period and for both parties to agree on a resolution plan for delivery timing (pre and post go-live) of any issue. Parties agree that if the upgrade results in critical issues that require further updates, additional regression testing could be needed. If any additional testing time adds duration to the project, the issue will be escalated to the Steering Committee and next steps determined via the Change Management process, section 2.4 of this SOW.

#### **8.4.1 Provider Roles and Responsibilities**

- Provide support to the County in developing test strategy and test cases
- Provide support to the County in executing system testing, including any opportunity for Provider customer operations team to participate in aiding for go live transition
- Provide sample documents, templates and procedures which support the testing process
- Respond to reported faults and questions as they arise throughout the testing process
- Provide guidelines for level of detail required for the County when submitting test results and issues back to Provider

#### **8.4.2 County Roles and Responsibilities**

- Develop the test strategy/plan document
- Develop test cases with clear and detailed acceptance criteria that maps directly to SOW, Clark County Fit Analysis report
- Execute testing cases
- Manage, document, and report test results back to Provider
- Rank, prioritize or otherwise note level of severity of each item found

## 9 IMPLEMENTATION PHASE 5: PRODUCTION & CLOSURE

### 9.1 INTRODUCTION

This phase includes the following distinct workstreams that will be further outlined in the following sections. Each workstream will also include one or more milestone deliverables. The goal of this project phase is to prepare the users and the Aumentum environment for the move to Production and perform additional stabilization and project closure activities.

Project Phase	Workstreams	Milestones
Production & Closure	<ul style="list-style-type: none"> <li>• Conversion and Configuration 5 – Production Database</li> <li>• Go-Live Authorization</li> <li>• Production Stabilization</li> <li>• Project Closure</li> </ul>	22. Go-Live Authorization 23. Project Closure 24. Custom Reports, Interface Support, and Project Consulting Support (Billed as Used)

### 9.2 CONVERSION AND CONFIGURATION 5 – PRODUCTION DATABASE

Execution of the Go Live Conversion upgrade can take up to 2 weeks and during this time the County should initiate a lock-down process where data changes are either halted or will need to be replicated in the production system once delivered.

In this phase the Provider shall prepare, plan, execute, validate and balance and deliver the production system to the County. Pre-conversion activities such as preparation and planning are key to ensuring a successful production conversion experience. These activities can take place weeks to months ahead of executing the go live cutover process.

Execution of the go live conversion process starts with the Provider and County winding down "in process" work in the source systems and completing any necessary activities before cutover. The County will then deliver a full backup of their production system to the Provider and freeze processing in the legacy. The Provider completes the process by upgrading the County database to the agreed Go-Live release of the Aumentum Platform software, merging it with the base configuration system to create the final Production System.

Validation and balancing of the data on the final production system during production cutover using multiple automated validation and test steps will be completed jointly by Provider and County. The final step towards completing validation is for Provider and County teams to visually access the system to ensure processes work and data is accessible and meets specific scenario guidelines.

Delivery and post-conversion entail final stand-up of the production instance, ensuring user accessibility, confirming external integrations are successful, and running any necessary extracts to prepare secondary systems.

- Pre-Conversion
  - County to ensure wrap up of "in process" work in source systems as much as possible
  - Provider to ensure 'system' where Conversion will occur has enough resources (space, memory, etc.)
  - Provider to ensure base configuration system is complete, locked down, and ready for Conversion cutover



- Provider to ensure expectations for Validation and Balancing are well defined and confirmed
- Provider and County to clearly communicate FINAL date for source systems ahead of Production Conversion
- Production Conversion
  - County provides backup of production database
  - Provider performs the conversion process
  - Provider upgrades database to Aumentum Go-Live version
- Validation and Balancing
  - Provider runs DB Tests
  - Provider runs Aumentum Automated Testing
  - Provider runs balancing scripts
  - Provider and County complete manual validation & balancing
- Delivery
  - Provider stands up Production instance in on-prem environment
  - Provider and County confirm all external integrations are working
  - Provider and County confirm User Access
  - Provider and County communicate Production System is available
- Post-Conversion
  - Provider ensures full system backup takes place
  - Provider provides strategy for any post-conversion patches/scripts as needed

### 9.3 GO-LIVE AUTHORIZATION

The activities in this phase initiate production and business process cutover. This is the step where the Provider and the County move the system from a test environment to daily usage in the County's production operations.

Go-Live authorization precedes the actual move to production and assumes the following agreements. The County and Provider teams will be responsible for various pieces of Go Live process unless otherwise agreed to within the authorization of the Change Request

- Provider and County have jointly agreed on a production cutover plan, identifying resource needs and timeline expectations
  - Any associated travel and travel expenses have been authorized by both parties, with at least 15 days advance notice booking
  - Both Provider and County personnel are available for Go Live work
- The County and Provider agree the system is ready for production
- All system training has been completed
- The County has provided an updated list of any known software issues and severity rankings
- Provider and the County have mutually agreed upon:
  - Identified issues required for resolution in order to Go-Live
  - The final list of items and delivery dates for planned resolution.

- The Go Live and Post Go-Live lists will address all items ranked as Severity 1,2 or 3 (Critical,High and Medium) as defined by the SOW terms (as outlined in section 2.9.6).
- All other project issues ranked as Severity 4 will be transferred to Provider product development team for consideration in future maintenance releases. Those items once released will be documented in release notes.
- Any newly identified items from the point of transition date at Go Live will be submitted to and resolved by the Provider customer operations (support) team.
- Transition to Provider Customer Operations plan

### 9.3.1 Project Closure Signoff

When the system is in a production environment and the Provider has delivered all agreed post go-live items, or a mutually agreed upon plan to address them, as identified in the Go-Live Authorization attachment, this phase of the project implementation will be closed, and the final DAS agreed. Production indicates any use of the system other than for testing.

Within the project closure phase, the Provider project manager will ensure the following activities have occurred:

- Project team has supported the County for a period up to 90 days post Go Live Authorization.
- Provider has provided resolution or updated plan to the final list of agreed project issues as identified in the Go-Live Authorization DAS
- Final version of project health/status report, issue log, risk register, change control logs delivered to the County
- All remaining issues are logged
- Project closure joint meeting hosted by Provider

The County has up to a period of no more than 30-days after the delivery of the Post Go-Live items, as notified by the project team, to complete testing and confirm agreement. After 30 days, the items will be considered complete and will be closed. The County will make every effort to test and confirm agreement within the timeline and will notify the Provider with any issues as soon as possible. If any issue remains that cannot be tested in production due to business calendar reasons, the County will agree to test and confirm on a lower environment. If issues arise during production usage, the County will open a Teams Support ticket and the issue will be resolved as part of the maintenance agreement.

## 10 BILLING MILESTONES

Billing Milestones for this program segment (see following pages for detailed acceptance criteria). The percentages and costs listed pertain only to this program segment.

Billing Milestone #	Project Phase	Milestone	Billing %	Total Milestone Billing
1	Pre-Project Start	Contract Agreement Signing	5.12%	\$325,000 ((\$375,000 - \$50,000 (credit))
2	Core Design & Development	R&D Delivery 1 – Workshop Plan	4.00%	\$292,757
3	Core Design & Development	R&D Delivery 2	6.00%	\$439,136
4	Core Design & Development	R&D Delivery 3	6.00%	\$439,136
5	Core Design & Development	R&D Delivery 4	6.00%	\$439,136
6	Core Design & Development	R&D Delivery 5	6.00%	\$439,136
7	Core Design & Development	R&D Delivery 6	6.00%	\$439,136
8	Initiation & Planning	Hosting Project Environment Setup*	1.31%	\$96,000
9	Initiation & Planning	Conversion Start-Up	5.00%	\$365,979
10	Initiation & Planning	Project Planning	2.53%	\$185,381
11	Installation & Planning	Conversion Delivery 1	2.53%	\$185,381
12	Initiation & Planning	Base System Installation – On Premise	5.01%	\$366,331
13	Definition & Analysis	Business Process Review Workshops – Iterative Completion	2.50%	\$182,973
14	Definition & Analysis	Business Process Review Workshops – Iterative Completion	2.50%	\$182,973
15	Definition & Analysis	Business Process Review Workshops – Iterative Completion	2.50%	\$182,973
16	Definition & Analysis	Business Process Review Workshops – Iterative Completion	2.50%	\$182,973
17	Definition & Analysis	Conversion Delivery 2	2.50%	\$182,973
18	Execution	Conversion Delivery 3	5.01%	\$366,331
19	Performance & Control	Conversion Delivery 4	5.01%	\$366,331
20	Performance & Control	County Training Complete	4.63%	\$338,500
21	Performance & Control	County Testing Complete	4.63%	\$338,500
22	Production & Closure	Go-Live Authorization **	5.00%	\$365,946
23	Production & Closure	Project Closure	5.00%	\$365,946
24		Reports & Interface & Project Consulting Support (Billed as Used)	2.73%	\$232,000 (billed-as-used)

The total amount of one-time fees that will be billed to the County for this program segment is \$7,300,929. The above fees do not include travel time and expenses, which will be billed as incurred not to exceed \$175,000.00.

\* Project Hosting will be invoiced as soon as the Project Site is set up for internal or external use by the project team.

\*\* Support fees as specified in Schedule No. NV2022.001.01 for Maintenance and Support are intended to commence on the date the system goes live.

The following section provides the DAS to be submitted and approved during this upgrade project. The Milestone Approval process is outlined in Section 2.7

**10.1 DELIVERABLE ACCEPTANCE STATEMENT (DAS) - CONTRACT SIGNING  
(BILLING MILESTONE #1)**

**Purpose:**

The purpose of this form is for the County to provide agreement on contract approvals and signatures.

This agreement was completed on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$325,000 (\$375,000-\$50,000 (credit))** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

**County**

**Provider:**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**10.2 DELIVERABLE ACCEPTANCE STATEMENT (DAS) - R&D DELIVERY 1 –  
WORKSHOP PLAN (BILLING MILESTONE #2)**

**Purpose:**

The purpose of this form is for the County to provide agreement of the initial development (R&D) start and accept billing for this workstream.

**Acceptance Criteria:**

1. Development (R&D) workshop plan provided for each engineering team to review and refine selected billable requirements with County

This agreement was completed on: \_\_\_\_\_

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$292,757** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

**County**

Signature

Printed Name

Title

Date

**Provider:**

Signature

Printed Name

Title

Date

**10.3 DELIVERABLE ACCEPTANCE STATEMENT (DAS) –R&D DELIVERY 2  
(ITERATIVE COMPLETION) (BILLING MILESTONE #3)**

**Purpose:**

The purpose of this form is for the County to provide acknowledgement of the R&D workshops held and/or demo of functionality as initial development is completed for a predefined % of the agreed requirements and accept billing for this portion of the activity. The Workshop Delivery plan provided in this Phase will define the groupings for this milestone.

**Acceptance Criteria:**

1. Provider has completed workshops and/or a product demo of the requested functionality (as defined in the Workshop Delivery plan) to show progress in the development and determine validity of the requirement design. This does not assume development and configuration is completed, as further updates could occur during business process testing and training;
2. All workshops and/or demos associated with this grouping have been executed and any follow up activities are documented.

This agreement was completed on: \_\_\_\_\_

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$439,136** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted

Rejected

**County**

Signature

Printed Name:

Title

Date.

**Provider:**

Signature

Printed Name

Title

Date

**10.4 DELIVERABLE ACCEPTANCE STATEMENT (DAS) –R&D DELIVERY 3  
(ITERATIVE COMPLETION) (BILLING MILESTONE #4)**

**Purpose:**

The purpose of this form is for the County to provide acknowledgement of the R&D workshops held and/or demo of functionality as initial development is completed for a predefined % of the agreed requirements and accept billing for this portion of the activity. The Workshop Delivery plan provided in this Phase will define the groupings for this milestone.

**Acceptance Criteria:**

3. Provider has completed workshops and/or a product demo of the requested functionality (as defined in the Workshop Delivery plan) to show progress in the development and determine validity of the requirement design. This does not assume development and configuration is completed, as further updates could occur during business process testing and training.
4. All workshops and/or demos associated with this grouping have been executed and any follow up activities are documented.

This agreement was completed on: \_\_\_\_\_

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed \$439,136 upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted

Rejected

**County**

Signature

Printed Name

Title:

Date:

**Provider:**

Signature

Printed Name

Title

Date

**10.5 DELIVERABLE ACCEPTANCE STATEMENT (DAS) –R&D DELIVERY 4  
(ITERATIVE COMPLETION) (BILLING MILESTONE #5)**

**Purpose:**

The purpose of this form is for the County to provide acknowledgement of the R&D workshops held and/or demo of functionality as initial development is completed for a predefined % of the agreed requirements and accept billing for this portion of the activity. The Workshop Delivery plan provided in this Phase will define the groupings for this milestone.

**Acceptance Criteria:**

- 5. Provider has completed workshops and/or a product demo of the requested functionality (as defined in the Workshop Delivery plan) to show progress in the development and determine validity of the requirement design. This does not assume development and configuration is completed; as further updates could occur during business process testing and training.
- 6. All workshops and/or demos associated with this grouping have been executed and any follow up activities are documented.

This agreement was completed on: \_\_\_\_\_

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$439,136** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

County	Provider:
Signature:	Signature:
Printed Name:	Printed Name:
Title	Title
Date:	Date



**10.6 DELIVERABLE ACCEPTANCE STATEMENT (DAS) –R&D DELIVERY 5  
(ITERATIVE COMPLETION) (BILLING MILESTONE #6)**

**Purpose:**

The purpose of this form is for the County to provide acknowledgement of the R&D workshops held and/or demo of functionality as initial development is completed for a predefined % of the agreed requirements and accept billing for this portion of the activity. The Workshop Delivery plan provided in this Phase will define the groupings for this milestone.

**Acceptance Criteria:**

7. Provider has completed workshops and/or a product demo of the requested functionality (as defined in the Workshop Delivery plan) to show progress in the development and determine validity of the requirement design. This does not assume development and configuration is completed, as further updates could occur during business process testing and training.
8. All workshops and/or demos associated with this grouping have been executed and any follow up activities are documented.

This agreement was completed on: \_\_\_\_\_

This DAS was submitted on: \_\_\_\_\_

County 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 Provider with detailed rationale for rejecting this milestone. Rejection of a milestone will result in immediate escalation and halt the project for further review. See section 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$439,136** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

**Accepted**                       **Rejected**

**County**

Signature

Printed Name

Title

Date:

**Provider:**

Signature

Printed Name

Title

Date:

**10.7 DELIVERABLE ACCEPTANCE STATEMENT (DAS) –R&D DELIVERY 6 (ITERATIVE COMPLETION) (BILLING MILESTONE #7)**

**Purpose:**

The purpose of this form is for the County to provide acknowledgement of the R&D workshops held and/or demo of functionality as initial development is completed for a predefined % of the agreed requirements and accept billing for this portion of the activity. The Workshop Delivery plan provided in this Phase will define the groupings for this milestone.

**Acceptance Criteria:**

9. Provider has completed workshops and/or a product demo of the requested functionality (as defined in the Workshop Delivery plan) to show progress in the development and determine validity of the requirement design. This does not assume development and configuration is completed, as further updates could occur during business process testing and training.
10. All workshops and/or demos associated with this grouping have been executed and any follow up activities are documented.

This agreement was completed on: \_\_\_\_\_

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed \$439,136 upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

County	Provider:
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title _____	Title _____
Date: _____	Date: _____



**10.8 DELIVERABLE ACCEPTANCE STATEMENT (DAS) –HOSTING PROJECT ENVIRONMENT SETUP (BILLING MILESTONE #8)**

**Purpose:**

The purpose of this form is for the County to provide acknowledgement that the hosted project environment has been configured and fully staged for use throughout the project.

**Acceptance Criteria:**

- 1 Aumentum Tech has configured and staged a hosted Aumentum Platform environment for use throughout the project and the County has access.

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

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$96,000** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

**County**

Signature

Printed Name

Title

Date

**Provider:**

Signature

Printed Name

Title

Date

**10.9 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 1:  
CONVERSION ITERATION 0 – CONVERSION START-UP (BILLING  
MILESTONE #9)**

**Purpose:**

The purpose of this form is for the County to provide agreement of the conversion start-up, determine County readiness in regard to the legacy data for leading into Phase 1 Initiation and Planning, and accept billing for this workstream.

**Acceptance Criteria:**

1. Provider has conducted the initial data mapping overview and import file review workshop(s).
2. The County has provided data source systems identification, data identification and documentation, totals, benchmark parcels, and reports.
3. Provider has populated the first round of intermediate tables and executed validation scripts, per module as detailed within each workshop.
4. All workshops associated with this phase have been executed and any follow up activities are documented.
5. Both parties have reviewed readiness and preparation of the legacy data for leading into the next phase of this project, and as such have agreed there are no outstanding issues that should halt this phase. It is agreed that both parties should proceed to the Initial Data Conversion.

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

This DAS was submitted on: \_\_\_\_\_.

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$365,979** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted

Rejected

**County**

**Provider:**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**10.10 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 1:  
PROJECT PLANNING (BILLING MILESTONE #10)**

**Purpose:**

The purpose of this form is for the County to provide agreement of the project planning phase, agree that Provider should proceed to the next phase through the life cycle of this project, and accept billing for this workstream.

**Acceptance Criteria:**

1. Provider has conducted a project kick-off meeting with the County (remotely or on site).
2. Provider has delivered a draft Project Management Plan (PMP) for County review. This draft version of the PMP will provide the general framework understanding of the implementation phases, milestones, stakeholders, initial risk analysis in other key components. Details will be further refined as the project progresses beyond this stage.
3. Both parties have made general project assignments for resources, with key resources and stakeholders identified in the PMP and for near term tasks.
4. Provider has delivered a draft project schedule for County review, and action items have been documented for next steps in the full development of the longer-term detailed schedule.

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

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$185,381** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

County	Provider:
Signature:	Signature:
Printed Name	Printed Name
Title	Title
Date	Date:

**10.11 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 1:  
CONVERSION DELIVERY 1 (BILLING MILESTONE #11)**

**Purpose:**

The purpose of this form is for the County to sign off on the delivery of an initial conversion subset and agree that Provider should proceed to the next phase through the lifecycle of this project phase and accept billing for this workstream.

**Acceptance Criteria:**

1. Provider has deployed the Aumentum COTS system software in a hosted project environment for use in business analysis and data conversion development. This is core product configuration as identified in the configuration chart and does not imply the completion of system wide configurations, County specific settings, or any contracted custom reports/interfaces.
2. All base system COTS components are included, but not necessarily integrated with the external systems, in the development environment.
3. Provider has provided a draft conversion strategy
4. Provider has loaded a subset of the data into a SQL database
5. Provider has completed the standard import process for converting the subset of data into the Aumentum table format, within the defined COTS scope of work. Errors in this phase are to be expected and should not deter from acceptance. Errors in each iteration of conversion will be documented and addressed in later phases.
6. Provider has identified known data anomalies for follow-up

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

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$185,381** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

**Accepted**                       **Rejected**

**County**

Signature

Printed Name

Title

Date

**Provider:**

Signature

Printed Name

Title

Date

**10.12 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 1:  
BASE SYSTEM INSTALLATION – ON-PREMISE (BILLING MILESTONE  
#12)**

**Purpose:**

The purpose of this form is for the County to sign off on the base installation and agree that the Provider should proceed to the next phase through the lifecycle of this project phase and accept billing for this workstream.

**Acceptance Criteria:**

1. Provider has installed all base-system COTS components required to execute the remaining project activities. This is core product configuration and does not imply the completion of system wide configurations, County specific settings, or any contracted custom reports/interfaces.
2. All base system COTS components are operable, but not necessarily integrated with the external systems, in the development environment.
3. Provider has provided formal or informal on-the-job training for County technical personnel for the installation of the Aumentum COTS system.
4. Provider has provided access to standard installation instructions and release notes of the COTS system software.
5. Provider has identified known actions for follow-up

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

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed \$366,331 upon signing this acceptance. It is agreed to proceed to the next phase of this project.

**Accepted**       **Rejected**

**County**

Signature:

Printed Name:

Title:

Date:

**Provider:**

Signature:

Printed Name:

Title:

Date:

**10.13 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 2:  
BUSINESS PROCESS REVIEW WORKSHOPS (ITERATIVE COMPLETION)  
(BILLING MILESTONE #13)**

**Purpose:**

The purpose of this form is for the County to provide agreement of delivery of a predefined % of the business process review workshops and accept billing for this portion of the activity. The Workshop Delivery plan provided in Phase 2 will define the groupings for this milestone.

**Acceptance Criteria:**

1. Provider has completed a product overview of the COTS Aumentum system modules within this grouping.
2. All contracted business process requirements for this grouping have been reviewed through remote or on-site sessions by County and Provider.
3. Provider has reviewed and updated configuration for the processes within this grouping (from the workshops held in this phase)
4. Provider has begun the informal training for County configurations as identified in the workshops so that the County is equipped to maintain going forward.
5. All workshops associated with this grouping have been executed and any follow up activities are documented.

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

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$182,973** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

County	Provider:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



**10.14 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 2:  
BUSINESS PROCESS REVIEW WORKSHOPS (ITERATIVE COMPLETION)  
(BILLING MILESTONE #14)**

**Purpose:**

The purpose of this form is for the County to provide agreement of delivery of a predefined % of the business process review workshops and accept billing for this portion of the activity. The Workshop Delivery plan provided in Phase 2 will define the groupings for this milestone.

**Acceptance Criteria:**

6. Provider has completed a product overview of the COTS Aumentum system modules within this grouping.
7. All contracted business process requirements for this grouping have been reviewed through remote or on-site sessions by County and Provider.
8. Provider has reviewed and updated configuration for the processes within this grouping (from the workshops held in this phase)
9. Provider has begun the informal training for County configurations as identified in the workshops so that the County is equipped to maintain going forward.
10. All workshops associated with this grouping have been executed and any follow up activities are documented.

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

This DAS was submitted on: \_\_\_\_\_.

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$182,973** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

**Accepted**       **Rejected**

**County**

Signature

Printed Name

Title

Date

**Provider:**

Signature

Printed Name

Title

Date

**10.15 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 2:  
BUSINESS PROCESS REVIEW WORKSHOPS (ITERATIVE COMPLETION)  
(BILLING MILESTONE #15)**

**Purpose:**

The purpose of this form is for the County to provide agreement of delivery of a predefined % of the business process review workshops and accept billing for this portion of the activity. The Workshop Delivery plan provided in Phase 2 will define the groupings for this milestone.

**Acceptance Criteria:**

11. Provider has completed a product overview of the COTS Aumentum system modules within this grouping.
12. All contracted business process requirements for this grouping have been reviewed through remote or on-site sessions by County and Provider.
13. Provider has reviewed and updated configuration for the processes within this grouping (from the workshops held in this phase)
14. Provider has begun the informal training for County configurations as identified in the workshops so that the County is equipped to maintain going forward.
15. All workshops associated with this grouping have been executed and any follow up activities are documented.

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

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$182,973** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted

Rejected

**County**

Signature

Printed Name:

Title

Date

**Provider:**

Signature

Printed Name

Title

Date:

**10.16 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 2:  
BUSINESS PROCESS REVIEW WORKSHOPS (ITERATIVE COMPLETION)  
(BILLING MILESTONE #16)**

**Purpose:**

The purpose of this form is for the County to provide agreement of delivery of a predefined % of the business process review workshops and accept billing for this portion of the activity. The Workshop Delivery plan provided in Phase 2 will define the groupings for this milestone.

**Acceptance Criteria:**

- 16. Provider has completed a product overview of the COTS Aumentum system modules within this grouping.
- 17. All contracted business process requirements for this grouping have been reviewed through remote or on-site sessions by County and Provider.
- 18. Provider has reviewed and updated configuration for the processes within this grouping (from the workshops held in this phase)
- 19. Provider has begun the informal training for County configurations as identified in the workshops so that the County is equipped to maintain going forward.
- 20. All workshops associated with this grouping have been executed and any follow up activities are documented. DAS for Milestone 16 completes the Business Process Workshops.

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

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$182,973** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

**County**

Signature

Printed Name

Title

Date:

**Provider:**

Signature:

Printed Name

Title

Date:

**10.17 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 2:  
CONVERSION DELIVERY 2 (BILLING MILESTONE #17)**

**Purpose:**

The purpose of this form is for the County to provide agreement on the delivery of Conversion Iteration 2, agree that Provider should proceed to the next phase through the lifecycle of this project phase and accept billing for this workstream.

**Acceptance Criteria:**

1. Provider has completed the standard import process for converting data into the Aumentum table format, within the defined COTS scope of work. Errors in this phase are to be expected and should not deter from acceptance. Errors in each iteration of conversion will be documented and addressed in later phases.
2. Provider has identified known data anomalies for follow-up
3. All workshops associated with this phase have been executed and any follow up activities are documented.

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

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$182,973** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

**County**

Signature:

Printed Name

Title:

Date

**Provider:**

Signature

Printed Name

Title:

Date

**10.18 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 3:  
CONVERSION DELIVERY 3 (BILLING MILESTONE #18)**

**Purpose:**

The purpose of this form is for the County to provide agreement on the delivery of Conversion Iteration 3, agree that Provider should proceed to the next phase through the lifecycle of this project phase and accept billing for this workstream.

**Acceptance Criteria:**

1. Provider has provided a full conversion instance based on the findings of the initial conversion and the County's full extraction deliverable. Errors in this phase are to be expected and should not deter from acceptance. Errors in each iteration of conversion will be documented and addressed in later phases.
2. Provider has identified any known data anomalies for County follow-up.
3. All workshops associated with this phase have been executed and any follow up activities are documented.

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

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$366,331** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

**County**

Signature

Printed Name

Title

Date

**Provider:**

Signature

Printed Name

Title

Date

**10.19 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 4:  
CONVERSION DELIVERY 4 (BILLING MILESTONE #19)**

**Purpose:**

The purpose of this form is for the County to provide agreement on the delivery of Conversion Iteration 4, agree that Provider should proceed to the next phase through the lifecycle of this project phase and accept billing for this workstream.

**Acceptance Criteria:**

1. Provider has provided a final conversion for County training and testing prior to Go Live, based on agreed upon conversion plans and known data anomalies.
2. Provider has identified any known data anomalies for County follow-up.
3. All workshops associated with this phase have been executed and any follow up activities are documented.

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

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed \$366,331 upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

**County**

Signature:

Printed Name

Title

Date:

**Provider:**

Signature

Printed Name

Title:

Date:

**10.20 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 3:  
COUNTY TRAINING COMPLETE (BILLING MILESTONE #20)**

**Purpose:**

The purpose of this form is for the County to sign off on the County training phase, agree that Provider should proceed to the next phase through the lifecycle of this project phase and accept billing for this workstream.

**Acceptance Criteria:**

1. Provider has provided assistance in training needs assessment
2. Provider has provided on-site or remote training to identified key personnel, NTE 20 days of formal training
3. All workshops associated with this phase have been executed and any follow up activities are documented.
4. Provider has provided soft copies of any pertinent training materials.

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

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed \$338,500 upon signing this acceptance. All related travel expense invoices are due upon receipt. It is agreed to proceed to the next phase of this project.

**Accepted**       **Rejected**

**County**

Signature:

Printed Name

Title:

Date:

**Provider:**

Signature:

Printed Name

Title:

Date:

**10.21 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 4:  
COUNTY TESTING COMPLETE (BILLING MILESTONE #21)**

**Purpose:**

The purpose of this form is for the County to provide acceptance of the End-to-End Testing, agree that Provider should proceed to the next phase through the lifecycle of this project phase and accept billing for this workstream.

**Acceptance Criteria:**

1. Provider has provided sample test scripts and high-level plans to the County as needed
2. Provider has supported the County's testing process by answering questions and addressing faults, as reported.
3. Provider has provided guidelines for the level of detail required for submitting test results back to Provider
4. The County has developed test strategies and scripts.
5. The County has successfully completed End-to-End System Testing
6. The County has provided test results and all related detail back to Provider for further analysis and follow-up.
7. All agreed upon faults at the conclusion of End-to-End Testing are documented, prioritized and assigned a delivery plan.

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

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$338,500** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

**County**

**Provider:**

Signature

Signature

Printed Name

Printed Name:

Title

Title

Date

Date



**10.22 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 5: GO-LIVE AUTHORIZATION - (BILLING MILESTONE #22)**

**Purpose:**

The purpose of this form is for the County to authorize Go-Live and is in agreement that Provider should proceed to create a transition to a customer operations plan for the week of Go-Live and accept billing for this workstream.

**Acceptance Criteria:**

1. Provider has delivered a mutually agreed upon production cutover plan, identifying resource needs and timeline expectations. Both Provider and County personnel are available for Go Live work.
2. The County and Provider agree the system is ready for production.
3. The County has provided an updated list of any known software issues and severity rankings.
4. All system training has been completed.
5. Provider and the County have mutually agreed upon:
  - a. Fault items required for Go-Live - (*attach detailed list to this DAS*).
  - b. The final list of items, delivery dates and owners which will be delivered after Go-Live (*attach detailed list to this DAS*). The Provider project or product team will be responsible for delivery of all Go Live and Post Go-Live items identified in attachments.
  - c. The attached lists address Severity 1, 2, or 3 items (Critical, High and Medium) as defined by contract terms.
  - d. All other project issues ranked as Severity 4 (Low) will be transferred to Provider product development team for consideration in future maintenance releases. Those items once released will be documented in release notes.
6. System Go Live and transition to Customer Operations 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 Provider customer operations (support) team.
8. With this acceptance, it is understood by all parties that all project DAS milestone deliverables are accepted as complete and billed as applicable, with the exception of an agreed post go-live work.

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$365,946** upon signing this acceptance. It is agreed to proceed to the next phase of this project.

Accepted       Rejected

**County**

Signature:

Printed Name

Title:

Date

**Provider:**

Signature

Printed Name

Title

Date

**10.23 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PHASE 5:  
PROJECT CLOSURE (BILLING MILESTONE #23)**

**Purpose:**

The purpose of this form is for the County to sign off that the system is in a production environment and the project can be closed.

**Acceptance Criteria:**

1. The system is in a production environment.
2. Project team has supported the County for up to 90 days post Go Live authorization.
3. Provider has delivered all Post Go-Live items as identified in the Go-Live Authorization attachment, and/or an updated mutually agreed upon plan to address them.
4. All project closure activities are complete.

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

This DAS was submitted on: \_\_\_\_\_

County 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 Provider 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 2.7.3 for non-conformance guidelines.

We, the undersigned, agree that this work is complete and that under the conditions of this Statement of Work and the Master Agreement for Software and Service; NV2022.001, the County will be billed **\$365,946** upon signing this acceptance. It is agreed that the project is closed.

Accepted       Rejected

**County**

Signature

Printed Name

Title

Date

**Provider:**

Signature

Printed Name

Title

Date

**10.24 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – PROJECT REPORTS & INTERFACE & PROJECT CONSULTING SUPPORT (BILLING MILESTONE #24)**

**Purpose:**

The purpose of this form is for the County to sign off on the delivery of custom reports, interface, extract, data service, workflow report work and/or meetings as a result of Info-Tech Research Group engagement by Clark County as contracted and accept billing for this effort. The intent of this form is to be submitted periodically throughout the project life cycle as work progresses. This form could be used multiple times to bill in increments until all hours are accounted for.

**Acceptance Criteria:**

- Provider has delivered a report showing hours used and description of services performed, with associated ticket/change request reference numbers.
- Provider has completed the agreed requests for custom reports, interface, extract, data service or workflow work as required by contracted agreements. If additional work remains, the remaining effort will be estimated and approved before work begins.
  - Hours used for Billed as Used custom work thus far: \_\_\_\_\_
  - Billing amount for this DAS submission: \_\_\_\_\_ (\$200 per hour)
  - Remaining Billed as Used hours for custom work, per contract: \_\_\_\_\_

This DAS was submitted on: \_\_\_\_\_

County 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 Aumentum Technologies 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 2.7.3 for nonconformance guidelines.

We, the undersigned, agree that Provider will provide up to 1160 hours for Additional custom reports, interface, extract, data service or workflow and that this portion of the contracted work is complete and as documented above. Under the conditions of this Statement of Work and the Master Agreement for Software and Services, NV2022.001, the County will be billed as hours are used, not to exceed the agreed upon hours (\$200 per hour) upon signing this acceptance. In the event that the sum of the work completed is less than 1160 hours, those remaining hours will expire 12 months from the date of Go-Live.

Accepted       Rejected

**County**

**Provider:**

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