

Board of Commissioners Agenda

March 26, 2024

Nicollet County Government Center Board Room • 501 South Minnesota Avenue, St. Peter, MN 56082

Commissioners: Terry Morrow - Board Chair; Marie Dranttel - Vice Chair; Jack Kolars; Mark Dehen; Kurt Zins

9:00 a.m. Call Board of Commissioners Meeting to Order: Chair

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
 - a. [March 12, 2024 Board Minutes](#)
 - b. [Citizen Appointment to the Extension Committee](#)
 - c. [County Feedlot Officer \(CFO\) Minnesota Pollution Control Agency \(MPCA\) Annual Report](#)
 - d. [End of Probations](#)
 - e. Approval of Bills
5. Public Appearances

- 9:05 a.m. 6. Health and Human Services
- a. [South Central Community Based Initiative: Appointment of Joint Powers Board Alternate](#)

- 9:10 a.m. 7. Property Services
- a. [Minnesota River – Mankato One Watershed, One Plan Memorandum of Agreement](#)

- 9:15 a.m. 8. Public Services
- a. [Aumentum Contract and Board Ratification Statement](#)
 - b. [Consider Resolution to Apply for PLSS Grant](#)

- 9:25 a.m. 9. County Attorney Update
10. Chair's Report
11. Commissioner Committee Reports, Meetings & Conferences
12. Approve Per Diems and Expenses
13. Adjourn Board of Commissioners Meeting

9:30 a.m. Call Drainage Authority Meeting to Order: Chair

1. Approval of Agenda
2. Approval of Consent Agenda
 - a. [March 12, 2024 Drainage Authority Minutes](#)
3. Public Appearances

- 9:35 a.m. 4. Adjourn Drainage Authority Meeting

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.

Board of Commissioners Agenda

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Commissioners: Terry Morrow - Board Chair; Marie Dranttel - Vice Chair; Jack Kolars; Mark Dehen; Kurt Zins

Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners. Questions or comments regarding Nicollet County meetings and requests to participate can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or mandy.landkamer@co.nicollet.mn.us.

March and April 2024

Date	Time	Meeting	Location
March 25	1:00 – 3:00 p.m.	Personnel Committee Meeting (Closed)	Gov. Center – St. Peter Room
March 26	9:00 am	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
March 26	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
March 27-29	All Day	AMC Leadership Summit	Grand View Lodge – Nisswa, MN
April 3	9:30 – 11:30 am	Personnel Committee	EM Conference Room – St. Peter
April 9	9:00 am	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
April 9	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
April 15	7:00 pm	Planning & Zoning Commission (PZ) / Board of Adjustments & Appeals (BAA)	Gov. Center Board Room – St. Peter
April 16	8:15 am	Individual Dept. Head Meeting – Community Corrections	Gov. Center Board Room – St. Peter
April 16	9:30 am	Board Workshop	Gov. Center EOC – St. Peter
April 23	9:00 am	County Board of Commissioners Meeting	Gov. Center Board Room – St. Peter
April 23	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room – St. Peter
April 26	9:00 am	BNCH Full Board Meeting	1900 Franklin St. – New Ulm, MN

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MARCH 12, 2024
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, March 12, 2024 at 9:00 a.m. Present at the meeting were Commissioners Morrow, Dranttel, Kolars, Dehen and Zins. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the agenda. Motion carried with all voting in favor.

Consent Agenda

Motion by Commissioner Zins and seconded by Commissioner Kolars to approve the consent agenda items as follows:

1. February 27, 2024 Board Meeting Minutes
2. 2024 St. Peter Library Contract
3. Minnesota State Law Library County Law Library Program Agreement
4. Approval of Bills
5. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$329,224.94;
 - b. Road & Bridge Fund - \$66,405.21;
 - c. Human Services Fund - \$105,184.24

Motion carried with all voting in favor.

Public Appearances:

There were no public appearances.

Property Services

February 26, 2024 Planning & Zoning Advisory Committee Meeting

Zoning Specialist Crawford came before the Board to request consideration of the following conditional use permit request and findings of fact from the February 26, 2024 Planning & Zoning Advisory Commission:

1.)	Mathiowetz Construction/ Sheri Hulke	PLN24-04	Three-year Mineral Extraction Conditional Use Permit to mine, crush, and stockpile gravel from Mathiowetz Construction/Sheri Hulke.
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The Planning Commission recommends approval with staff's recommended conditions.

Motion by Commissioner Zins and seconded by Commissioner Dehen to accept the Planning & Zoning Advisory Commission's February 26, 2024 report, permit, recommendations, and findings as submitted therein. Carried with all voting in favor.

Public Works

Annual Agricultural Inspector's Report

Ditch Inspector Henry presented the 2023 Agricultural Inspector's annual report and the work plan summary for 2024. Motion by Commissioner Dranttel and seconded by Commissioner Kolars to approve the 2024 Agricultural Inspector's annual report and 2024 work plan summary as presented. Carried with all voting in favor.

Consider Amendment #4 to MnDOT Agreement No. 1045974 and Resolution

Public Works Director Greenwood provided information on the attached Amendment #4 and Resolution, which provides for the reimbursement of Preliminary Engineering (PE) services the County needed to develop the permanent repair project to address slope failure and stability issues on CSAH 21 along the Minnesota River near CSAH 14.

Motion by Commissioner Kolars and seconded by Commissioner Zins to approve Amendment #4 to MnDOT Agreement No. 1045974 and the attached Resolution. Carried with all voting in favor.

County Attorney

County Attorney Zehnder Fischer shared that the County Attorney's office is busy preparing for upcoming jury trials in March. Attorney Zehnder Fischer and Bonnie Petersen, Victim Witness Coordinator, attended a farm show in New Ulm and presented information on fraud prevention to a large number of attendees.

Chair's Report

- School Collaborative
- Multi-County HRA
- Extension
- Insurance Committee
- NCCCAB

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Kurt Zins

- Extension
- Housing Advisory Committee
- Insurance Committee

Commissioner Mark Dehen

- MRCI
- GMG Annual Meeting
- SCHSAC Meeting

Commissioner Marie Dranttel

- Canvassing

Commissioner Jack Kolars

- Area Transportation Planning Committee
- Housing Advisory Committee
- Canvassing
- MVAC
- County Board

Approve Per Diems and Expenses

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the expenses and per diems for the meetings noted above during the Commissioner Reports and/or as submitted on approved expense reports, and authorize payment of those expenses and per diems by the Finance Office. Motion carried with all voting in favor.

Adjourn

The meeting adjourned at 9:16 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
Citizen Appointment to the Extension Committee		
Primary Originating Division/Dept.: Administration	Meeting Date: 03/26/2024	
Contact: Mandy Landkamer Title: County Administrator	Item Type: (Select One) Consent Agenda	
Amount of Time Requested minutes		
Presenter: Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Consideration of the appointment of Darleen Schorn to the Extension Committee to fill the remaining vacancy. Her term will run from 1/1/2024 to 12/31/2026 and is eligible for a per diem.		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Approval of the appointment of Darlene Schorn to the Extension Committee.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

EXTENSION

(Citizen appointees paid per diem)

Terry Morrow
Kurt Zins
Jaci Kopet or Designee
Amy Pehrson
Dan Hayes
Natalie Compart
Lyndsey Beranek
Rob Moline
Darlene Schorn

Youth Rep.: Amanda Vogel
Jack Kolars

GREATER MANKATO DIVERSITY COUNCIL**HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT (HIPAA)****HIGHWAY 14 PARTNERSHIP COMMITTEE**

Kristy Larson
Cassie Sassenberg
Co. Attorney Designee
Jack Kolars
Terry Morrow
Mandy Landkamer
Seth Greenwood

Alternate: Mark Dehen

HIGHWAY 169 COALITION

Terry Morrow
Seth Greenwood

Alternate: Marie Dranttel

HISTORICAL PRESERVATION ORDINANCE COMMITTEE

Tom Hagen
Mike McCarty
Ben Leonard

IMMTRACK (IMMUNIZATION TRACKING)

Jack Kolars

Alternate: Mark Dehen

INSURANCE COMMITTEE

Terry Morrow
Kurt Zins
Mandy Landkamer
Kristy Larson
Heather McCormick

**JOINT AIRPORT ZONING BOARD
FOR LE SUEUR MUNICIPAL AIRPORT**

Kurt Zins
Mandy Landkamer

LEGISLATIVE COMMITTEE

(Includes all meetings attended to
gather or provide information related
to State and Federal legislation that
could have an impact on Nicollet County)

Marie Dranttel
Jack Kolars
Terry Morrow
Mark Dehen
Kurt Zins

LOCAL MENTAL HEALTH ADVISORY COUNCIL

Mark Dehen

LOCAL WATER MANAGEMENT TASK FORCE**CITIZEN MEMBERS:**

Lafayette Resident
Watershed Tech. Adv. Comm.
Nicollet SWCD Board Supervisor
Nicollet SWCD Board
Area Business Representative
Area Resident
Area Resident

Al Fox
Al Fox
John Kral
Robby Gieseke
Marty Schott
Jason Kuester
Will Anthony

EX-OFFICIO MEMBERS:

Commissioner
Commissioner - Alternate

Marie Dranttel
Kurt Zins

MAPS ADVISORY COUNCIL

Jack Kolars

MANKATO AREA PLANNING ORGANIZATION

Technical Committee: Seth Greenwood
Mandy Landkamer
Policy Committee: Jack Kolars

MRCI BOARD

Mark Dehen

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
County Feedlot Officer (CFO) Minnesota Pollution Control Agency (MPCA) Annual Report		
Primary Originating Division/Dept.: PPSPD - Property Services	Meeting Date: 03/26/2024	
Contact: Shana Jackson Title: PSD Supervisor	Item Type: Consent Agenda (Select One)	
Amount of Time Requested minutes		
Presenter: Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: <p>Nicollet County negotiates a Delegation Agreement Work Plan with the MPCA County Feedlot program annually.</p> <p>Minn. R. 7020.1600, subp. 3a. states delegated counties must develop plans in accordance with registration, inspection, compliance, and owner assistance for the purpose of maintaining water quality and the health of the community.</p> <p>The attached CFO Report was approved by the MPCA during a 2024 review. The report shows the County surpassed inspection goals and manages the program accordingly.</p> <p>If accepted, a signature is required from the Board Chair.</p>		
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known) Annually		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Approval of the attached 2023 County Feedlot Officer (CFO) Annual Report.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = 0 Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

2023 County Feedlot Officer (CFO) Annual Report

(Data for the Period: January 1, 2023 - December 31, 2023)

Revised: 11/21/23

County: Nicollet

Phone: 507-934-7072

Contact Person: Stephen Weyer

E-Mail Address: stephen.weyer@co.nicollet.mn.us

Signature: _____

(Signature of County Board Commissioner)

(Date)

All data must be entered in accordance with the Annual CFO Report Guidance Document.

Except where identified, this report only addresses non-CAFO/NPDES/SDS sites required by 7020 to be registered.

STAFFING LEVEL						
1	FTEs - (Full Time Equivalents) supplied by the CFO(s):	1				
2	FTEs supplied by other county staff, including administrative and support staff assigned to the feedlot program:	0				
3	FTEs supplied through contract with other local government units:	0				
4	Total Number of FTE positions that supported county program:	1				
REGISTRATION (Report your current numbers - base grant numbers are displayed for reference)		Base	Current			
5	Feedlots in shoreland with 10 - 49 AU:	10	10			
6	Feedlots with 50 - 299 AU:	164	161			
7	Non-CAFO/NPDES/SDS ≥ 300 AU:	54	55			
8	CAFOs without NPDES or SDS permits 300-999 AU ("Gap Sites")	10	12			
9	Feedlots with NPDES or SDS permits:	43	38			
10	Total - Feedlots required to be registered:	281	276			
11	Total - Feedlots Eligible for Funding (FROM AGENCY BASE GRANT AWARD NUMBER)	281				
Feedlot Sites Inspected		Minimum number of FEEDLOT SITES required to register that must be inspected (7%):			20	
12	Number of FEEDLOT SITES that received a compliance, construction, desktop N&P, or in-field land app inspection (count in-field land app inspections as 1/2 of an inspection)	29				
INSPECTION REPORTING						
Types of Inspections (at sites required to be registered)		10 - 49 AU (in shoreland)	50 - 299 AU (except where noted)	300 or more AU (Non-CAFO/NPDES/SDS)		
Only count first instance of each type of inspection per feedlot						
13	Compliance inspections	0	23	6		
	13.1) How many included the optional P review			0		
14	Construction inspections	0	0	0		
	14.1) How many received a 2nd construction inspection	0	0	0		
15	Desktop N&P records inspection (P review as part of a compliance inspection should be reported in 13.1)		0	100+ AU & in DWSMA	0	
16	In-field land application inspection	0	0	0		
17	Complaint initiated inspections (any non-CAFO/NPDES/SDS)	0	0	0		
18	Routine or follow-up stockpile only inspection	0	0	0		
Other Inspection Related Info						
19	CAFO/NPDES/SDS sites inspected at the MPCA's request	0				
20	Number of feedlots inspected within shoreland or a DWSMA.	1				
21	Number of feedlots inspected within the County's priority areas as designated in the work plan.	28				
22	Number of sites inspected found to be non-compliant with water quality discharge standards.	1				
23	Number of sites inspected with 100+ AU found to be non-compliant with N and/or P requirements.	13				
INSPECTION Performance Credits (Summarized from entries above)		Total	Not PC eligible	PC eligible	PC	PC Total
NOTE: Inspections assumed to satisfy the 7% minimum are not PC eligible						
24	Compliance inspections min. # of compliance inspections: 10	29	20	9	1.5	13.5
25	Construction inspections	0	0	0	1	0
26	Desktop N&P records inspections	0	0	0	1.5	0
27	In-field land application inspections	0	0	0	0.5	0
28	Compliance inspections that include optional P review			0	0.5	0
29	Number of facilities that received 2 or more construction inspections.			0	0.5	0
30	CAFO/NPDES/SDS sites inspected at the MPCA's request			0	0.5	0
31	Complaint initiated inspections (any non-CAFO/NPDES/SDS) (only count 1 per feedlot):			0	0.5	0
32	Routine or follow-up stockpile only inspection. (only count 1 per feedlot)			0	0.25	0

Additional Performance Credit Calculations and Supplemental Information

Describe below the progress made in meeting your program year work plan inspection goals. You must provide quantitative results for each compliance inspection and land application goal listed in your work plan.

Inspection Strategy	Inspection Goal 2023	Inspection Actual 2023
Inspections within the Middle MN Watershed	10	20
Inspections within the Lower Minnesota Watershed	3	8
Inspections anywhere in the County on a rotational basis	7	all of the above qualify
TOTAL	20	28

PERMITTING		Number	PC	PC Total
33	30-day construction or expansion notifications received:	1	---	---
34	Interim Permits Issued or Modified:	1	2	2
35	Construction Short-Form Permits Issued or Modified at Sites \geq 300 AU:	1	1	1
36	Public meetings held for construction or expansion to \geq 500 AU:	1	---	---
ENVIRONMENTAL REVIEW (EAW)		Number	PC	PC Total
37	EAW petitions received:	0	---	---
38	EAWs prepared by county:	0	4	0
EMERGENCY RESPONSE		Number	PC	PC Total
39	Events where emergency response was conducted: (on-site visit)	0	2	0
ENFORCEMENT ACTIONS		Number	PC	PC Total
40	Letters of Warning (LOW) issued:	0	---	---
41	Notices of Violation (NOV) issued:	0	---	---
42	Court actions commenced:	0	---	---
FEEDLOT SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
43	Feedlots where a partial environmental upgrade was achieved:	0	---	---
44	Feedlots where a complete environmental upgrade was achieved:	0	6	0
LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
45	Feedlots 100+ AU where N records requirements were returned to compliance:	0	---	---
46	Feedlots 300+ AU (or 100+ DWSMA) where N&P requirements were returned to compliance:	0	---	---
47	Feedlots 100+ AU where in-field inspection non-compliance was resolved:	0	---	---

OWNER ASSISTANCE AND OUTREACH		Number	PC	PC Total
48	Sites visited to provide assistance	28	---	---
49	Workshops/trainings hosted/sponsored by the CFO:	0	2	0
	49.1) Total number of feedlot owners attending these events	0	---	---
50	CFO presentations at informational or producer group events: (per event)	0	1	0
51	Number of mailings to feedlot owners:	1	---	---
52	Feedlot articles placed in newspapers and/or social media:	2	---	---
Describe your workshops, trainings, newsletters, mailings, articles, or other assistance and outreach activities.				
Date	Description			
3/1/2023	Created and mailed Nicollet County Feedlot Brochure to all County feedlot owners.			
7/24/2023	Minimizing fish kills social media posts 7/24-7/28/2023			
10/24/2023	Manure management social media post.			
CFO TRAINING AND MENTORING		Number	PC	PC Total
53	CFO - training CEUs: (Enter total training hours earned - list events below)	66	---	---
54	Hours mentoring New CFOs in another county (describe on a separate sheet):	0	0.25	0
List the training events attended.				
Date	Description	Hours		
1/4/2023	MPCA New CFO online training	6		
1/17/2023	Nitrogen "Deep Dive into the 4 Rs" & "Adapting N Management to Climage" Event - Mankato	6		
1/18/2023	CFO Webex - Data Practices	1.5		
2/7/2023	Nitrogen Conference - Mankato	7		
2/15/2023	CFO Webex - Watershed tools for feedlots, feedlot Tableau reports	1.5		
2/21/2023	Nutrient Management Conference - St. Cloud	7		
3/15/2023	CFO Webex - Tableau update, entering inspection data, violations list	1.5		
3/21/2023	MACFO Conference - Winona (3-day)	15		
4/19/2023	CFO Webex - Manure discharges & fish kills	1		
4/27/2023	Manure Management 201 - Le Center	5		
5/17/2023	CFO Webex - Oversight projects, update, new registrations	1.5		
5/30/2023	Owatonna Regional Meeting	4		
7/19/2023	CFO Webex - MMP online service, manure digester, LMSA Closure	1.25		
9/20/2023	CFO Webex - Multiple AI, one address	1.5		
10/3/2023	Owatonna Regional Meeting	4		
12/22/2023	CFO Webex - Annual reporting, year-end wrap up	1.5		
12/22/2023	CFO Webex -	1		
OTHER PROGRAM ACTIVITIES		Number	PC	PC Total
55	Feedlots where a MinnFARM was conducted (list sites below):	0	1	0
56	Notifications received claiming air quality exemptions:	2	---	---
57	Meetings with other local government and producer groups:	0	---	---
58	Feedlot ordinance revisions likely, in progress, or completed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes describe below		
MinnFARM completed by CFO		Describe other county program activities not identified elsewhere.		
registration no.	Site Name			
TEMPO DATA ENTRY - completed by MPCA staff via TEMPO review		Max Eligible PC	PC Earned	
59	Reviewed registration files have ALL documentation uploaded to TEMPO. (if applicable)	2	2	
60	All four inspection files have ALL documentation uploaded to TEMPO	2	2	
61	Both permit files have ALL documentation uploaded to TEMPO	4	4	
62	90% of inspection data entered within 60 days of inspection	2	2	
TOTAL PERFORMANCE CREDITS				26.50

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
End of Probations		
Primary Originating Division/Dept.: Human Resources		Meeting Date: 03/26/2024
Contact: Kristy Larson	Title: HR Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter: Kristy Larson	Title: HR Director	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: <p>Health and Human Services Health and Human Services Director Cassie Sassenberg has requested the end of probation for Lisa Radloff, Income Maintenance Team Lead, effective April 24, 2024.</p> <p>Sheriff's Office Sheriff Dave Lange has requested the end of probation for Hunter Johnson, Correctional Officer, effective March 15, 2024, and Paul Malzahn, 911 Supervisor, effective March 16, 2024.</p>		
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Grant end of probationary status		
FISCAL IMPACT: Other (Select One) If "Other", specify		FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		Total

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:	
South Central Community Based Initiative: Appointment of Joint Powers Board Alternate	
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 03/26/2024
Contact: Cassandra Sassenberg Title: HHS Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested 5 minutes	
Presenter: C.Sassenberg Title: HHS Director	Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: <p>The South Central Community Based Initiative (SCCBI) is a 10-county regional partnership, in cooperation with the Minnesota Department of Human Services (DHS), with the purpose of improving services that promote recovery for adults with mental illness. The participating counties include Blue Earth, Brown, Faribault, Freeborn, Le Sueur, Martin, Nicollet, Rice, Sibley, and Watonwan. The SCCBI is governed by a Joint Powers Board. Each participating county has an appointed Board member and may appoint an alternate. The Health and Human Services Director, Cassandra Sassenberg, is Nicollet County's appointed Board member. Given the recent hire of Angela Obermiller into the Health and Human Services Deputy Director position, it is requested that she be appointed as Nicollet County's alternate to the SCCBI Joint Powers Board, effective April 07, 2024.</p>	
Supporting Documents: <input type="radio"/> Attached <input type="radio"/> In Signature Folder <input checked="" type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No	
If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
ACTION REQUESTED: Appointment of Angela Obermiller as Nicollet County's alternate for the SCCBI Joint Powers Board.	
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
Minnesota River - Mankato One Watershed, One Plan Memorandum of Agreement		
Primary Originating Division/Dept.: PPSD - Property Services	Meeting Date: 03/26/2024	
Contact: Kenny Famakinwa Title: Environmental Spec.	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Kenny Famakinwa Title: Environmental Spec.	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: <p>In order to conserve soil and water resources, the Minnesota Board of Water and Soil Resources (BWSR) has developed policies for coordination and development of comprehensive watershed management plans, also known as One Watershed, One Plan, pursuant to Minnesota Statutes, Section 103B.801. The Minnesota River - Mankato One Watershed, One Plan has completed the work plan development, formed a policy committee, and now must request grant funds from BWSR.</p> <p>The next step is to adopt the Memorandum of Agreement to continue the planning process. The Agreement outlines the membership, administration of the grant, the fiscal agent, and committee structure.</p>		
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known) 06/13/2023		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Approval of the Minnesota River - Mankato One Watershed, One Plan Memorandum of Agreement <div style="text-align: right;">+</div>		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	

MEMORANDUM OF AGREEMENT

This agreement (Agreement) is made and entered into by and between:

The Counties of Nicollet, Le Sueur, and Blue Earth by and through their respective County Board of Commissioners, and

The Nicollet, Le Sueur, and Blue Earth Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District (SWCD) Board of Supervisors, and

The City of Lake Crystal, City of Mankato, City of North Mankato, City of Saint Peter, and through their Council members; Collectively referred as the "Parties."

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the City(s) of this Agreement is a municipal corporation of the State of Minnesota, with statutory authority to control or eliminate stormwater pollution along with soil erosion and sedimentation within the boundary, and to establish standards and specifications for conversation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090; and with authority to carry out land use controls, pursuant to Minnesota Statutes Chapter 462 and as otherwise provided by law; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in *Minnesota River- Mankato one Watershed, One Plan* to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to the coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *Minnesota River- Mankato one Watershed, One Plan*.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the *Minnesota River- Mankato Watershed (see Attachment A with a map of the planning area)*. The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of

the Plan. Parties signing this agreement will be collectively referred to as *Minnesota River- Mankato Watershed Partnership*.

2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until 1-year after the term of the BWSR One Watershed, One Plan Planning Grant Agreement, unless canceled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party within *Minnesota River- Mankato Watershed* desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to a date that is six months from the BWSR One Watershed, One Plan Planning Grant Agreement execution. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies, and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement. BWSR has identified the following parties as required parties for this agreement: Nicollet County, Nicollet SWCD, Le Sueur County, Le Sueur County SWCD, Blue Earth County, and Blue Earth County SWCD. If one of the required Parties according to the BWSR Operating Procedures for One Watershed One Plan withdraws from this agreement, it does not make this MOA null and void. Should this occur, the remaining Parties will hold discussions with BWSR representatives regarding the reallocation of reassignment of duties, grant funds, and future projection of the project as a whole.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
 - b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees, or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees, or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466, and other applicable laws govern the liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any

Party. Nothing in this Agreement shall be construed to waive any immunities or limitations to which a Party is entitled under Minnesota Statutes, Chapter 466 or otherwise.

- c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the agreement shall be subject to the Minnesota Government Data Practices Act. At the time this agreement expires, all records will be turned over to the Fiscal Agent for continued retention.
- d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- e. **Extension:** The Parties may extend the termination date of this Agreement upon agreement by all Parties.
- f. **Termination:** The parties anticipate that this Agreement will remain in full force and effect until 1 year after the term of the BWSR One Watershed, One Plan Planning Grant Agreement, unless otherwise terminated in accordance with law or other provisions of this Agreement. The parties acknowledge their respective and applicable obligations, if any, under Minn. Stat. Section 471.59, Subd. 5 after the purpose of the Agreement has been completed.
- g. **Amendment:** The Parties may modify this Agreement upon approval by the majority. Any amendment to this Agreement shall be in writing, adopted by each party in the same manner as the original Agreement.
- h. This is a collaborative effort by the Parties and as such, no employees shall be hired as part of this planning project.

6. **Administration:**

- a. **Establishment of Committees for the Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board, to a Policy Committee for the development of the watershed-based plan and may appoint one or more technical representatives to an Advisory Committee for the development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
 - i. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote.
 - ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.

- iii. The Policy Committee will establish bylaws within 6 months of the date of the BWSR One Watershed, One Plan Planning Grant Agreement to describe the functions and operations of the committee(s).
 - iv. The Advisory Committee will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content of the plan. Members of the Advisory Committee may not be current board members of any of the Parties.
 - b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.
 - c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.
7. **Grant Administration and Fiscal Agent:** Nicollet County will act as the grant administer and fiscal agent for the purposes of this Agreement and agrees to:
- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
 - b. Perform financial transactions as part of the grant agreement and contract implementation.
 - c. Annually provide a full and complete audit report.
 - d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
 - e. Retain fiscal records consistent with the agent's records retention schedule until termination of the agreement (at that time, records will be turned over to the *(Fiscal Agent)*).
 - f. Administration of the grant with BWSR for the purposes of developing a watershed-based plan, including reporting, process oversight, consistent planning and update meetings with BWSR staff, and overall coordination of the process.
8. **Project Coordinator:** Nicollet County will act as the project coordinator for the purposes of this Agreement and agrees to provide the following services:
- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for

the *One Watershed, One Plan* Grant Agreement, and being responsible for BWSR reporting requirements associated with the grant agreement.

- b. Coordination and facilitation of Steering Team meetings including establishing date, location, time, space, technology needs, preparing agendas and supporting materials, taking meeting notes and sending out meeting minutes, and any necessary accommodations such as refreshments.
- c. Coordination and facilitation of Policy Committee and Advisory Committee meetings including establishing date, location, time, space, technology needs, preparing agendas and supporting materials, taking meeting notes, sending out meeting minutes, and maintain website for the partnership, and any necessary accommodations such as refreshments.
- d. Identifying potential contracted service providers for process facilitation, plan writing, GIS, mapping, data analysis, monitoring activities, or any other technical services needed throughout the process.
- e. Contracting for Services with the chosen consultant for plan preparation and writing of the watershed-based plan, including:
 - i. Execute the Contract for Services agreement.
 - ii. Ensuring project timelines and deliverables are meeting plan requirements.
 - iii. Oversee expenditures incurred by the consultant;
 - iv. Provide prompt payment for services rendered; and
 - v. Serve as the primary contact person with the consultant.

9. **Project Coordinator Support:** The Steering Team will act as the support project coordinator for the purposes of this Agreement and agrees to provide the following services:

- a. Assist with identifying potential contracted service providers for process facilitation, plan writing, GIS, mapping, data analysis, monitoring activities, or any other technical services needed throughout the process.

10. The following parties agree to provide the following services to the *Minnesota River- Mankato Watershed* Partnership:

- a. Additional work tasks and responsibilities will be identified in the work plan and sub-agreements.

11. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Nicollet County

Kenny Famakinwa or successor
Environmental Specialist
501 South Minnesota Avenue
St. Peter, MN 56082
Telephone: (507) 934-7073

Nicollet Soil and Water Conservation District

Kevin Ostermann or successor
District Manager
501 7th St
Nicollet, MN 56074
Telephone: (507) 232-2550

Le Sueur County

Holly Bushman or successor
Environmental Resources Specialist
88 South Park Ave
Le Center, MN 56057
Telephone: (507) 357-8540

Le Sueur Soil and Water Conservation District

Michael Schultz or successor
District Manager
181 W Minnesota Street
Le Center, MN 56057
Telephone: (952) 807-3423

Blue Earth County

Scott Salsbury or successor
Land Use Planner
410 S 5th St PO Box 3566
Mankato, MN 56001
Telephone: (507) 304-4489

Blue Earth Soil and Water Conservation District

Jerad Bach or successor
District Manager
1160 S Victory Dr Ste 5
Mankato, MN 56001
Telephone: (507) 345-4744

City of Lake Crystal

Angela M. Grafstrom
City Administrator
100 E. Robinson St.
Lake Crystal, MN 56055
Telephone: (507) 726-2538

City of North Mankato

Kevin P. McCann
City Administrator
1001 Belgrade avenue
North Mankato, MN 56002
Telephone: (507) 625-4141

City of Mankato

Jeff Johnson
Director of Public Works
10 Civic Center Plaza
Mankato, MN 56001
Telephone: (507) 995-6389

City of Saint Peter

Curtis Thompson
Water Resources Superintendent
405 W St. Julien
St. Peter, MN 56082
Telephone: (507) 934-0774

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **Nicollet County**

APPROVED:

BY: _____
County Board Chair Date

BY: _____
County Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **Nicollet Soil and Water Conservation District**

APPROVED:

BY: _____
Nicollet SWCD Board Chair Date

BY: _____
Nicollet SWCD Manager Date

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **Le Sueur County**

APPROVED:

BY: _____
County Board Chair Date

BY: _____
County Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: Le Sueur Soil and Water Conservation District

APPROVED:

BY: _____
Le Sueur SWCD Board Chair Date

BY: _____
Le Sueur SWCD Manager Date

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **Blue Earth County**

APPROVED:

BY: _____
County Board Chair Date

BY: _____
County Administrator Date

APPROVED AS TO FORM

BY: _____
County Attorney Date

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **Blue Earth Soil and Water Conservation District**

APPROVED:

BY: _____
Blue Earth SWCD Board Chair Date

BY: _____
Blue Earth SWCD Manager Date

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **City of Lake Crystal**

APPROVED:

BY: _____
Mayor Date

BY: _____
City Clerk Date

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **City of North Mankato**

APPROVED:

BY: _____
Mayor Date

BY: _____
City Clerk Date

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **City of Mankato**

APPROVED:

BY: _____
Mayor Date

BY: _____
City Clerk Date

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **City of Saint Peter**

APPROVED:

BY: _____
Mayor Date

BY: _____
City Clerk Date

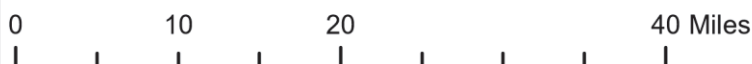
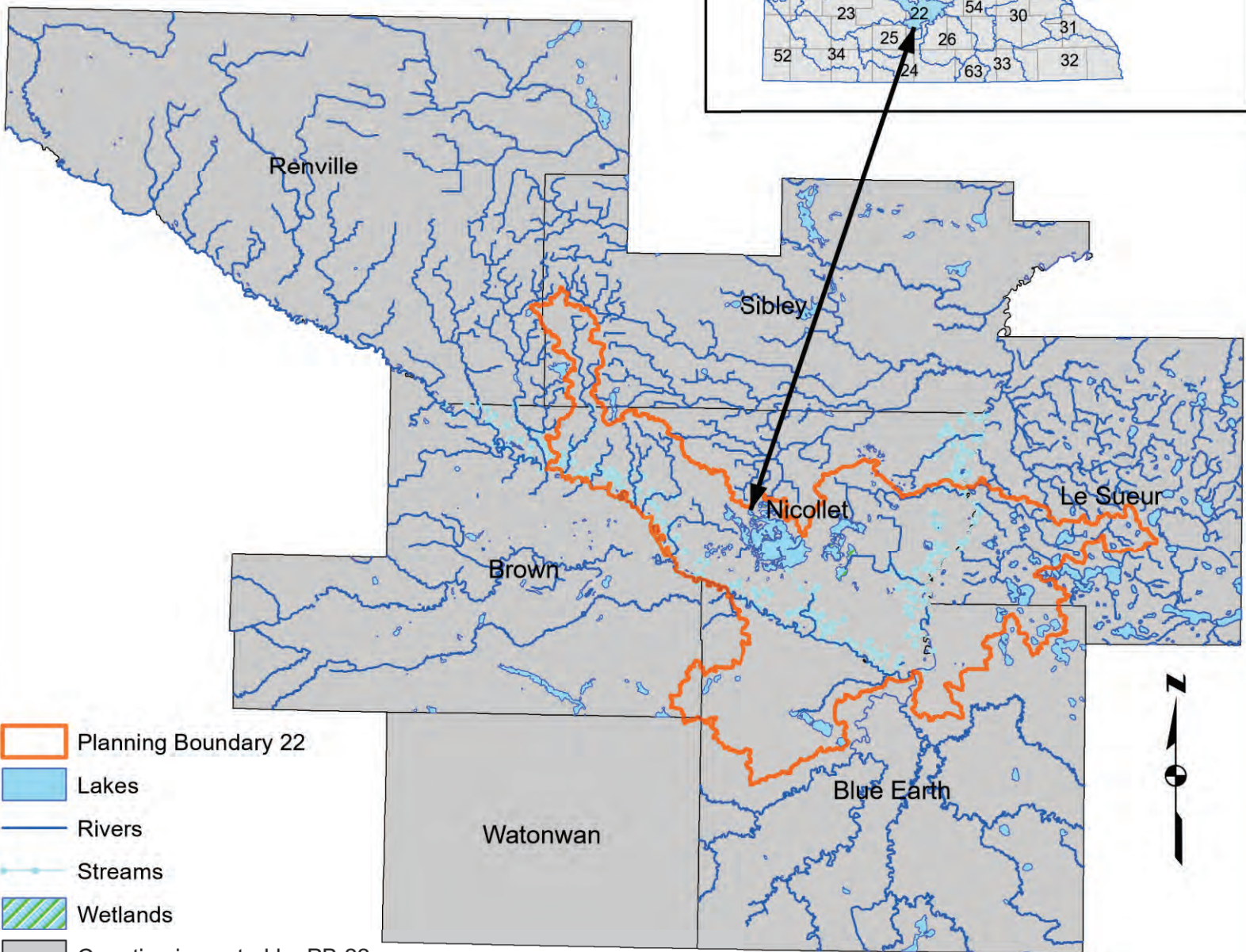
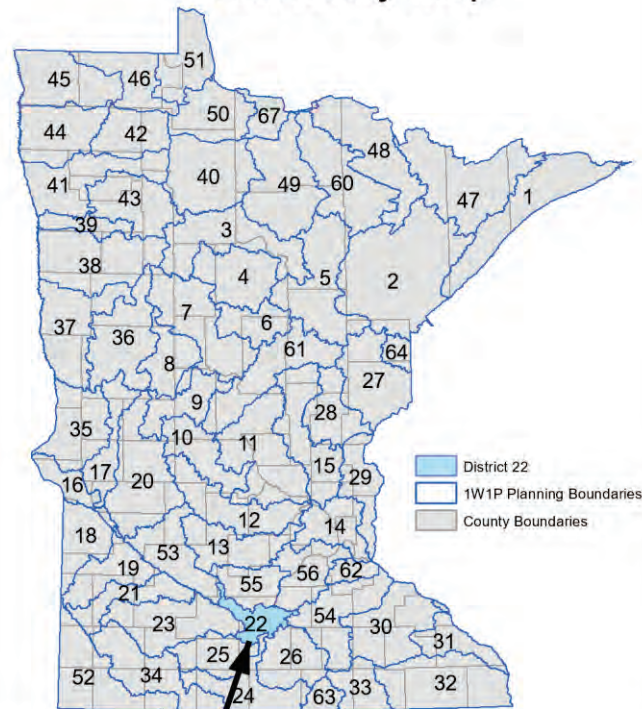
One Watershed, One Plan

Minnesota River - Mankato

Watershed Planning boundary

One Watershed, One Plan

Boundary Map



Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Aumentum Contract and Board Ratification Statement		
Primary Originating Division/Dept.: PPSD		Meeting Date: 03/26/2024
Contact: Jaci Kopet	Title: PPSD Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes		
Presenter: Jaci Kopet	Title: PPSD Director	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Technology Solutions - invest in tools to create efficiencies (Select One)		
BACKGROUND/JUSTIFICATION: <p>Attached is the Master Agreement for Licensed Software, Hardware, and Services for our Aumentum tax program converting to the updated version of Platform.</p> <p>The Master Agreement is between Manatron (Aumentum Tech) and Minnesota Counties Computer Cooperative (MnCCC). MnCCC serves Nicollet County as a joint powers organization facilitating technical services between the county and vendors.</p> <p>The contract was fully executed by the MnCCC board on March 1, 2024. This contract additionally require each county to sign the Board Ratification Statement on the last page.</p>		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A		
ACTION REQUESTED: Approval of Aumentum Contract and Board Ratification Statement		
FISCAL IMPACT: Other (Select One) If "Other", specify:		FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total:

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

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

By and Between	And
Manatron, Inc. 2429 Military Road, Suite 300 Niagara Falls, NY 14304 ("Aumentum Technologies" or "Aumentum Tech")	Minnesota Counties Computer Cooperative (MnCCC) 100 Empire Drive Suite 201 Saint Paul, MN 55103 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (866) 471-2900 E-mail Address: MHenry2@HarrisComputer.com	Attention: Lisa Christine Meredith – Executive Director Telephone No.: 651-401-4201 E-mail Address: lisa@mnccc.gov

This Master Agreement for Licensed Software, Hardware, and Services sets forth the terms and conditions under which Aumentum Tech shall license the software programs, sell the hardware, and/or provide the support and other services described in the attached Schedules MN2022.001.01 and all future Schedules that reference the Master Agreement No. MN2022.001. 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.

AUMENTUM TECHNOLOGIES

By: Todd Richardson
(Signature)

Its: CFO
(Typed or Printed Position)

Date: 2.29.2024

By: [Signature]
(Signature)

Its: EVP
(Typed or Printed Position)

Date: 2.29.2024

MnCCC

By: [Signature]
(Signature)

Its: Aumentum User Group Chair
(Typed or Printed Position)

Date: 3/1/24

By: [Signature]
(Signature)

Its: MnCCC Board Chair
(Typed or Printed Position)

Date: 3.1.2024

By: [Signature]
(Signature)

Its: Executive Director
(Typed or Printed Position)

Date: March 1, 2024

By: _____
(Signature)

Its: _____
(Typed or Printed Position)

Date: _____

GENERAL TERMS AND CONDITIONS

I. DEFINITIONS.

As used in this Agreement:

"Acceptance" shall have the meaning set forth in Section 3.1.2.

"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 other hardware or 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.

"Hardware" means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable schedule.

"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 2.0.

"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 mandating authority and d) all report data content must already be contained within Aumentum Platform's standard database by means of in-scope data conversion and/or generated by standard application features.

"Test Period" means the thirty (30) days or other mutually agreed upon test 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.

Schedule(s). Aumentum Tech shall license the Software, provide the Hardware, 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").

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.

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.

Acceptance Testing.

3.1.1 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.

3.1.2 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.

Scope of Rights. Customer may:

3.1.3 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.

3.1.4 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.

3.1.5 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.

3.1.6 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.

3.1.7 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.

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

3.1.8 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;

3.1.9 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;

3.1.10 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

3.1.11 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.

3.1.12 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

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

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.

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.

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.

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. HARDWARE.

Delivery. If Hardware is provided to Customer under this Agreement, Aumentum Tech shall coordinate delivery of the Hardware to Customer. Aumentum Tech shall deliver all Hardware to Customer FOB Customer's location.

5. MAINTENANCE & SUPPORT SERVICES.

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

5.1.1 **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.

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

5.1.3 **Error Corrections.** Aumentum Tech will respond to any Errors reported by Customer in accordance with its response policy attached hereto as Appendix A. Aumentum Tech may from time to time amend its response policy upon at least sixty (60) days' prior notice to Customer.

5.1.4 **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 applicable 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 5.1.4 is contingent upon publication of the change by the applicable 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 a time and materials basis.

5.1.5 **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 5.1.1 through 5.1.5 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).

Customer Obligations.

5.1.6 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. Additionally, Customer may have up to the following authorized individuals

In each of the four business functional areas. The four areas being the Auditor's Office, the Treasurer's Office, the Assessor's Office, and the Information Technology Group for a total of four (4) authorized individuals per County. 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.

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

5.1.8 Customer shall comply with the applicable Documentation.

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

Third-Party Software Support. Aumentum Tech shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 5.1.1. 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.

Hardware Maintenance. Aumentum Tech may provide maintenance services for Hardware or third-party hardware and equipment as set forth in the applicable Schedule ("Hardware Maintenance"). Hardware Maintenance shall not include standard supplies such as ribbons, paper, forms, media, print heads, toner, or laser drums. Aumentum Tech is not responsible or liable for any problems associated with Customer's installation or use of any third-party hardware, equipment, or system or application software not purchased by Customer from Aumentum Tech or the attachment of third-party hardware or equipment to the Customer's Computer System. Aumentum Tech is not obligated to repair damage to any Hardware or third-party hardware or equipment caused either directly or indirectly by nuclear radiation, accident, negligence or abuse, electrical power fluctuation, fire, windstorm, acts of terrorism, or acts of God.

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 5. 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 or an approved change control and shall be billed at Aumentum Tech's then-current time-and-material charges, including travel and all other out-of-pocket expenses. Aumentum Tech shall bill Customer a minimum charge of two (2) hours for all services provided under this Section

6. OTHER SERVICES.

Description. Aumentum Tech shall provide Services (other than Maintenance & Support Services) as set forth in the applicable Schedule.

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:

6.1.1 **Joint Development.** Aumentum Tech and Customer shall jointly develop the Implementation Plan using Aumentum Tech's standard implementation methodology. The Implementation Plan shall be made part of the applicable Schedule without any further action.

6.1.2 **Amendments.** Aumentum Tech and Customer 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 on a change control request form and signed by the Project Manager for each party (as defined below). Services requested of and provided by Aumentum Tech that are not within Aumentum Tech's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.

6.1.3 Performance Dates.

6.1.3.1 **Interdependencies of Dates.** 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.

6.1.3.2 **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.

6.1.3.3 **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 6.1.2.

6.1.4 **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.

6.1.5 **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.

7. INSURANCE

Insurance Coverage. During the term of this Agreement, Aumentum Tech shall maintain insurance coverage covering its operations as follows:

Insurance Type	Maximum Coverage Amount (per occurrence)
Workers' Compensation and Employer Liability.	No less than the limits of liability required by law.
Automobile Liability.	No less than \$1,000,000
Data Processing Errors & Omissions.	\$3,000,000
Commercial General Liability:	
General Aggregate	\$ 2,000,000
Products	2,000,000
Personal/Advertising	1,000,000
Injury	
Each Occurrence	1,000,000
Fire Damage	1,000,000
Medical Expenses	10,000
Umbrella Liability	Each Occurrence \$9,000,000.00
Excess Liability	Aggregate \$9,000,000.00
Professional Liability	Limit \$5,000,000.00
Tech E&O & Cyber	SIR \$1,000,000.00

Certificate. Upon request by Customer, Aumentum Tech shall provide Customer with certificate(s) of insurance. Aumentum Tech shall use all commercially reasonable efforts to provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

8. FEES AND PAYMENT TERMS.

License Fees. Customer shall pay Aumentum Tech the license fees set forth in the applicable Schedule. Unless otherwise provided in the applicable Schedule, the license fees shall be payable in full by Customer upon delivery of Software to Customer or as mutually agreed upon.

Support Fees. Customer agrees to pay Aumentum Tech the support fees set forth in the applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees shall be invoiced quarterly in advance, commencing on the date Go-Live. Aumentum Tech shall have the right to increase the annual support fees for existing Software Versions upon prior written notice. Support fee increases shall not be arbitrary or unreasonable. In the event Aumentum Tech provides Customer with any new software product or Version, Aumentum Tech may publish and apply a revised Maintenance & Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

Other Services Fees. Unless otherwise stated in the applicable Schedule, Statement of Work, or mutually agreeable document, Customer shall pay all fees for Services (other than Maintenance & Support Services) on a time-and-material basis based on Aumentum Tech's then-current rates and charges for the Services. Aumentum Tech will bill other Services as used.

Hardware Fees. Customer agrees to pay Aumentum Tech the fees for Hardware set forth in the applicable Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon shipment of the Hardware.

Reimbursable Expenses. Customer agrees to reimburse Aumentum Technologies for all necessary, reasonable and customary pre-authorized out-of-pocket expenses, including, but not limited to, travel, tolls, parking, lodging, and communication expenses incurred by Aumentum Technologies in connection with the performance of Professional Services, not including travel expenses related to Aumentum Tech's participation at the annual conference or monthly TAC meetings. Meal expenses shall not exceed Aumentum Tech's then-current per-diem amount. Aumentum Technologies agrees that its utilities or its internet connection needed to provide support to Customer do not fall under Reimbursable Expenses. Both parties agree that there could be other reimbursable expenses not outlined herein and agree to discuss and come to mutual agreement on how to address any other necessary, reasonable and customary expense not contemplated herein.

Invoices/Acceptance. All invoices are due within 45 days of receipt or as specified in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly notify Aumentum Tech in writing the reasons for such delay. All Professional Services provided against subsequent agreements and less than \$25,000 shall be invoiced upon signing of the related contract addendum, Letter of Authorization, Change Request, or related agreement. Unless otherwise agreed by both parties, Aumentum Tech may apply any payment received to any delinquent amount outstanding.

Taxes. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Aumentum Tech 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 Aumentum Tech'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, Aumentum Tech 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 after receiving written notice of such tax liability from Aumentum Tech.

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 8, unless specifically set forth in the applicable Schedule.

Price Changes. If Aumentum Tech utilizes a third-party Hardware Maintenance services provider, Aumentum Tech shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. Aumentum Tech shall be entitled to increase any price charged

to Customer for Third-Party Software and/or Hardware Maintenance services provided by Aumentum Tech upon thirty (30) days prior written notice to Customer, but no more than once every twelve (12) month period under this Agreement.

9. ADDITIONAL CUSTOMER RESPONSIBILITIES.

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.

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

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

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.

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.

10. WARRANTIES.

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 10, 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.

Services. Aumentum Technologies warrants that all Professional Services provided under this Agreement will be performed in accordance with applicable laws and regulations, and in a workmanlike manner using reasonable skill and care; that it will maintain commercially reasonable, policies and procedures for remote access, security and mobile devices, to minimize third party security risks that are common for providers of similar services to Aumentum Technologies; shall adhere to Customer remote access, security, mobile device or similar policies provided to Aumentum Technologies in advance in writing, and ensure that all Aumentum Technologies employees and/or agents abide by Customer's then-current reasonable remote access and security requirements, including such restrictions that will prevent or limit the storage or other remote access to data of End Users. Customer shall notify Aumentum Technologies 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.

Third-Party Software; Hardware. AUMENTUM TECH MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER, OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. AUMENTUM TECH EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER WILL INDEMNIFY AUMENTUM TECH AND ITS AFFILIATES AGAINST DAMAGES THEY INCUR AS A RESULT OF A THIRD PARTY CLAIM ARISING FROM CUSTOMER'S USE OF THE THIRD-PARTY SOFTWARE.

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

10.1.1 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;

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

10.1.3 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

10.1.4 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.

10.1.5 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 hardware and/or software shall be billed at Aumentum Tech's then-current time-and-material rates, plus travel related expenses.

Disclaimer. THE WARRANTIES SET FORTH IN THIS SECTION 10 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.

11. CONFIDENTIAL INFORMATION.

Defined. As used in this Section 11, "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 11, 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.

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. 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. 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.

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.

12. INTELLECTUAL PROPERTY INDEMNIFICATION.

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.

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.

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, 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.

Exclusions. Aumentum Tech shall have no obligation under this Section 12 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.

Sole Remedy. This Section 12 states Aumentum Tech's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

13. LIMITATIONS OF LIABILITY.

Limitation and Disclaimer. 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, PUNITIVE, 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, OR BREACHES IN SYSTEM SECURITY, 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.

PUBLIC ACCESS SECURITY: AUMENTUM TECHNOLOGIES AGREES TO IMPLEMENT COMMERCIALLY REASONABLE MEASURES TO PROTECT THE SECURITY OF THE DATABASE AND TO PROHIBIT UNAUTHORIZED ACCESS TO THE DATABASE. AUMENTUM TECHNOLOGIES, HOWEVER, MAKES NO WARRANTY OR GUARANTEE THAT ANY PUBLIC ACCESS DATABASE WILL BE FREE FROM SECURITY BREACHES, AND AUMENTUM TECHNOLOGIES EXPRESSLY DISCLAIMS ANY LIABILITY FOR LOSS OR DAMAGE CAUSED BY UNAUTHORIZED ACCESS TO THE DATABASE.

14. THIRD-PARTY SERVICE DISCLAIMER. Unless otherwise stated in the applicable Schedule, Aumentum Tech shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Aumentum Tech against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by Customer to perform services in connection with the Software.

15. TERM.

Term of Agreement. This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 16. Expiration of this Agreement, or any termination by Customer shall not affect the perpetual license granted in Section 3.1 or any other right, whether by its terms, or by implication is intended to survive expiration or termination of this Agreement.

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 Schedules or Statement of Work, as applicable, and shall continue for an initial term of thirty-six (36) months. Maintenance & Support Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. Additionally not to auto-renew more than three additional terms. 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.

Term of Hardware Maintenance Services. Unless specifically identified in the Maintenance & Support Services Schedule, all Hardware Maintenance will default to "Manufacturer Warranty Only."

Term of Other Services. The term for Services (other than Maintenance & Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the applicable Schedule.

16. TERMINATION.

By Either Party. Either party may, at its option, terminate a Schedule immediately upon written notice to the other party if the other party:

- 16.1.1 Breaches its confidentiality obligations under this Agreement;
- 16.1.2 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;
- 16.1.3 Ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors;
- 16.1.4 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.

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 16, 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 16. 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.

Effect of Termination. The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3 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 16.1.1, 16.1.2, 16.1.3, or 16.1.4 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.

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.

17. DISPUTE RESOLUTION.

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.

18. GENERAL.

Customer List; Publicity. Customer authorizes Aumentum Tech to use Customer's name in its list of Customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Software and Maintenance & Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Aumentum Tech may publicly refer to Customer (by name only) as being a customer of Aumentum Tech, and only in relation to this Agreement except as otherwise authorized by Customer.

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

Notices.

18.1.1 **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 16 ("Termination") or Section 17 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail, or express) or commercial courier.

18.1.2 **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.

18.1.3 **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.

Technology Life Expectancy. Customer understands, acknowledges, and agrees that the technology upon which the Hardware, 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 Hardware, 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.

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.

Statute of Limitations. No party may commence an action under this Agreement more than two (2) years after the expiration of its term, or, in the event of a breach, more than two (2) years after the occurrence of the breach, or, in the event the breach is not discovered by the injured party when it has occurred, more than two (2) years after the breach could, in the exercise of due diligence, have been discovered by such party.

Injunctive Relief. Aumentum Tech and Customer agree that in the event of any breach of Section 11, 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.

Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of Customer's state of domicile without regard to applicable conflicts of law principles, and expressly including full compliance with Minnesota Government Data Practices Act (Minn. Stats. Chapter 13).

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. However, Aumentum Tech may, without Client's consent, but with written notice to client of the assignment, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with Aumentum Tech's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of Aumentum Tech or any similar business transaction.

Severability. The provisions of this Agreement are severable. 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, unless such provisions shall substantially impair the value of the Agreement to Customer.

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.

Subcontractors. Aumentum Technologies reserves the right to subcontract work, as it deems necessary, to perform the Professional Services under this Agreement, but will use reasonable efforts to avoid replacement or reassignment of key personnel providing Professional Services hereunder. Aumentum Technologies shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees. Aumentum Technologies shall notify customer of any plan to utilize a subcontractor, and, solely with respect to Support Services personnel, shall provide Customer with at least ninety (90) day's notice of any plan to utilize a subcontractor based outside of the United States to provide such Support Services.

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.

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.

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

Non-Discrimination. Aumentum Tech, to the extent required by law, shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

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.

APPENDIX 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 will 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 Critical	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 High	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 Medium	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 Low	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.

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

The attached Schedules numbered MN2022.001.01 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Manatron and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 2429 Military Road, Suite 300 Niagara Falls NY 14304 ("Aumentum Technologies" or "Aumentum Tech")	Minnesota Counties Computer Cooperative (MnCCC) 100 Empire Drive Suite 201 Saint Paul, MN 55103 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: 866.471.2900 Fax No.: E-mail Address: MHenry2@HarrisComputer.com	Attention: Lisa Christine Meredith – Executive Director Telephone No.: 651.401.4201 E-mail Address: lisa@mnccc.gov

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

AUMENTUM TECHNOLOGIES

By: Todd Richardson
(Signature)

Its: CFO
(Title)

Date: 2.29.2024

By: [Signature]
(Signature)

Its: EVP
(Title)

Date: 2.29.2024

Minnesota Counties Computer Cooperative (MnCCC)

By: [Signature]
(Signature)

Its: Aumentum User Group Chair
(Title)

Date: 3.1.24

By: [Signature]
(Signature)

Its: MnCCC Board Chair
(Title)

Date: 3.1.2024

By: [Signature]
(Signature)

Its: Executive Director
(Title)

Date: March 1, 2024

Master Agreement # MN2022.001 and the pages below will establish the MnCCC Counties that currently purchase Maintenance & Support for those Aumentum Technologies products listed on the Software Schedule and Maintenance and Support Schedule. Upon approval and signing of Master Agreement # MN2022.001 and this Schedules for Master Agreement # MN2022.001.01 the Counties listed shall continue at the then current rate for Maintenance and Support of the products listed.

SIGNATURE PAGE

The Pricing in this Schedule will be honored through 6.30.2024

Date: February 29, 2024

SOFTWARE SCHEDULE FOR MnCCC

Schedule MN2022.001.01 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, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

SOFTWARE				
Software Description	Quantity	Unit Price	Total Price	Comments
Aumentum Tax	1			
Aumentum Records	1			
Aumentum Assessment Administration	1			
Aumentum Levy	1			
MnCCC Counties currently using the above Software:	1		\$ -	
Becker County, Clay County, Clearwater County, Morrison County, Mower County, Nicollet County, Polk County, Rice County, Roseau County, Washington County			\$ -	
Software Discount:			(\$1,656,300.00)	
Total Software Fees:			\$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: February 29, 2024

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR MnCCC

Schedule MN2022.001.01 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, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price 2025	Comments
Aumentum Tax			PRISM related Compliance Updates will be capped at 1,000 hours/Year. Should Aumentum Technologies exceed 1,000 hours of Development Hours then Aumentum Tech may bill MnCCC at its then current Hourly rate for the hours that exceed 1,000.
Aumentum Records			
Aumentum Assessment Administration			
Aumentum Levy			
Expected MnCCC Counties:			
Becker County, Clay County, Clearwater County, Morrison County, Mower County, Nicollet County, Polk County, Rice County, Roseau County, Washington County			
Total Maintenance & Support Services Fees		\$ 415,748.00	

TERM OF SUPPORT SERVICES SCHEDULE: Support Services increases shall commence upon January 1, 2025. Maintenance & Support shall continue for initial terms of thirty-six (36) months. This Schedule shall renew annually upon mutual written agreement for three (3) additional terms of twelve (12) months or for terms mutually agreed upon and memorialized in a written agreement. Additionally, either party may provide the other with written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent term. If Support Services are discontinued by Customer or terminated for any period and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

Date: February 29, 2024

PROFESSIONAL SERVICES SCHEDULE FOR MnCCC
Schedule MN2022.001.01 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, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES					
General Description of Services	Days/ Quantity	Unit Price	One-Time Fees	Annual Fees	Comment
Upgrade Services to Aumentum Platform for Pilot County	1	\$ 2,469,600.00	\$ 2,469,600.00		Pilot County TBD
Upgrade Services (Split between 9-Counties) to Aumentum Platform Post Pilot	1	\$ 2,700,000.00	\$ 2,700,000.00		Post Pilot Schedule TBD
Project Hosting Costs – 12-Months. This Fee will be in place until the last MnCCC County has completed the upgrade to Aumentum Platform.	1	\$ 30,000.00	\$ -	\$ 30,000.00	
Total Professional Services Fees:			\$ 5,169,600.00	\$ 30,000.00	
Contingency Hours - Billed As Used Hours	1000	\$ 250.00	\$ 250,000.00		

All Professional and Consultation/Training Services Fees are quoted at the current rate. Increases in the hourly Professional Services rate for the following year will be communicated to MnCCC by May 15th of the year prior to the change.

PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Aumentum Tech shall invoice Professional Services Fees in accordance with the mutually agreed-upon billing milestones and Deliverable Acceptance Statements and in accordance with Aumentum Tech's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Aumentum Tech's Professional and Consultation/Training Services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) A minimum of 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...unless mutually agreed upon.
- (7) Training may be provided virtually, in person, or hybrid.
- (8) Training may be recorded. Recorded training shall be provided only to the Customer. Customer agrees to protect all Confidential & Intellectual property contained in recorded training per the terms of the Master Agreement.

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 state 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 Contractor will cancel the planned travel.

All Contractor travel will require a 15-day advance booking, per corporate policy. Travel expenses include travel time at a minimum amount of 8 hours per round trip per Contractor Staff (billed at \$85 an hour). Any travel deemed necessary outside of the estimated contracted budget will require a billable change request.

Office Facilities

The County shall provide timely access during their regular business hours to office facilities for Contractor personnel while they are on-site. If after-hours access is necessary Contractor shall pre-arrange with the County. These facilities shall include work areas, desks and chairs, telephones and wireless access, copier machines, and access to a document scanner. Contractor and County shall coordinate all arrangements prior to Contractor arriving on site.

Facilities Access

The County shall provide timely access to all required areas of their premises for Contractor 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.

Documentation

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

Date: February 29, 2024

PUBLIC ACCESS SCHEDULE FOR MnCCC

Schedule MN2022.001.01 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, Hardware, and Services No. MN2022.001 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 your Support Professional. Should the County choose a non-approved Payment Processing Vendor additional development time and integration fees will be required.

PUBLIC ACCESS				
Item	One-Time Fees	Annual Hosting Fee	Annual Support	Comments
Public Access Software Use License and One-Time Fees:				<p>One-Time Upgrade Fees for New Public Access Users will be \$23,895.00 and will be honored for the Initial Term of this agreement / thirty-six (36) months from 1.1.2025.</p> <p>Upon Public Access Go-Live each County will commence billing at the new support rate listed below.</p> <p>Customer must utilize current Aumentum Technologies Payment Providers. Should Customer choose to use a non-current Payment Provider then billable Professional Services hours at Aumentum Tech's then current Professional Services rates for development shall apply.</p>
Implementation Fees to Upgrade All Existing Public Access Tax Counties: Clay, Clearwater, Polk, Roseau, and Washington. (\$15,400.00 X 5 = \$77,000)	\$ 77,000.00			
Software Use License and Professional Services Fees for New Public Access Tax Counties:	Optional			
Public Access Ongoing Fees:				
Public Access Tax Annual Maintenance and Support Fees: Clay, Clearwater, Polk, Roseau, Washington		<p>Annual Fees per County</p> <p>Washington County \$22,553.00</p> <p>All other Counties \$14,686.00</p>		
Total One-Time Fees - Existing Counties:				\$ 77,000.00
Total One-Time Fees - New Counties: Optional Fees and on Separate Contract				\$
Total Public Access Annual Fees:				\$ 81,297.00

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;
Subscription services, credit card transactions.
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.

PUBLIC ACCESS SCHEDULE FOR MnCCC

Schedule MN2022.001.01 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, Hardware, and Services No. MN2022.001 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.

Limitation of Liability: With respect to Manatron's obligations regarding the Database, Manatron and Customer mutually acknowledge that data entry, communication, and storage are subject to a possibility of human and machine errors, omissions, delays, down time, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage or which may prevent access to the Database. Neither party undertakes or accepts any liability whatsoever to the other for errors, omissions, delays, interruptions, or losses unless caused by that party's willful misconduct.

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 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.

Assumption of Risks: Manatron shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Manatron against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of the Software, the host site, and/or the Database.

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: February 29, 2024

SUMMARY SCHEDULE FOR MnCCC

Schedule MN2022.001.01 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, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
SOFTWARE	\$ 1,656,300.00
Software for Life Discount	\$ (1,656,300.00)
PROFESSIONAL SERVICES	\$ 5,169,600.00
PROJECT HOSTING PROFESSIONAL SERVICES FEES (\$7,500.00 Per Quarter)	\$ 30,000.00
PUBLIC ACCESS, ONE-TIME FEES - NEW COUNTIES (Optional)	\$ -
Total One-Time Fees:	\$ 5,199,600.00
Contingency Hours	\$ 250,000.00
PUBLIC ACCESS, ONE-TIME FEES - EXISTING COUNTIES	\$ 77,000.00
TOTAL PRICE	\$ 5,526,600.00

Payment Terms for One-Time Fees: Aumentum Tech shall invoice One-Time Fees as follows, in accordance with the mutually agreed-upon billing milestones and Deliverable Acceptance Statements, and in accordance with Aumentum Tech's invoice(s) that shall be sent to the Customer. All invoices are due Net 45.

Washington County - \$2,469,600.00	\$2,469,600.00 - Billed Upon Contract Sign
Year #2 Payment	\$1,365,000.00 - Billed in Advance of Year #2
Year #3 Payment	\$1,365,000.00 - Billed in Advance of Year #3
Clay, Clearwater, Polk, Roseau, and Washington	\$15,400.00 One-Time Public Access Fees Due Upon Project Start
Project Hosting Professional Services Fees following month #12	\$2,500.00/Month until Project Completion
Contingency Hours	Billed As Used

ONGOING FEES	
Description	Quarterly Price
POST GO-LIVE SOFTWARE SUPPORT SERVICES	\$ 103,937.00
PUBLIC ACCESS ONGOING FEES	\$ 20,324.25
WASHINGTON COUNTY POST GO-LIVE APPLICATION HOSTING COSTS An Application Hosting Agreement will also be required.	\$ 19,125.00
Following each subsequent Annual Term Aumentum Technologies reserves the right to adjust any Hosting related Fees based on consumption, memory needs, or hardware needs. Any fee adjustment would be backed by evidence.	
Total Quarterly Ongoing Fees:	\$ 143,386.25
Total Annual Ongoing Fees:	\$ 573,545.00

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 8 of the Master Agreement. All invoices are due Net 45.

Date: February 29, 2024

MINIMUM SPECIFICATIONS FOR MnCCC

Schedule MN2022.001.01 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, Hardware, and Services No. MN2022.001 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: February 29, 2024

SUMMARY SCHEDULE #2 FOR MnCCC
Schedule MN2022.001.01 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, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

MnCCC Project Pricing - 9-25-2023

LICENSE

Software License	\$	1,656,300.00
License Discount	\$	(1,656,300.00)
Total License	\$	-
<i>Software for Life Discount</i>		

PROFESSIONAL SERVICES

Contingency Hours - 1000 - Post Go-Live	\$	250,000.00
<i>Professional Services</i>		
2024 Discounted Services Pricing		
Washington County Pilot	\$	2,469,600.00
County 2	\$	300,000.00
County 3	\$	300,000.00
County 4	\$	300,000.00
County 5	\$	300,000.00
County 6	\$	300,000.00
County 7	\$	300,000.00
County 8	\$	300,000.00
County 9	\$	300,000.00
County 10	\$	300,000.00
Total Project Services		
MnCCC Pricing	\$	5,169,600.00
Contingency Hours	\$	250,000.00
Total Public Access Upgrade Pricing		
\$15,400/Existing County	\$	77,000.00
Total Pricing	\$	5,496,600.00

PROJECT IMPLEMENTATION - (Hosting and Managed Services) Annual Fee

Hosting for 12 Months	\$	30,000.00
Data Conversion & Testing		
<i>Cost beyond 12 months will be prorated, monthly, thru Go-Live</i>		
GRAND TOTAL PROJECT FEES	\$	5,526,600.00

ANNUAL SUPPORT

Platform Application	\$	415,748.00
Public Access	\$	157,797.00
Total Post Go Live	\$	573,545.00

Washington County - Application Hosting & Managed Services

Annual Cost Post Go-Live	\$	76,500.00
<i>Hosting & Services Fees</i>		

CLOUD HOSTING & MANAGED SERVICES FEES (new county add)

Managed Services & Application Hosting will be bid on a per county basis at then current rates based on cloud resources & data size.

2024 Rates are estimated to be in a range of \$45k to \$65K annually per new county based on size and usage.

Date: February 29, 2024

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STATEMENT OF WORK

MN2022.001.01-SOW

Revision history

Name	Date	Version	Summary of changes
Aumentum Tech	10/24/2022	0.1	Initial Draft
Aumentum Tech	11/3/2022	0.2	Revised draft from initial reviews
MnCCC	12/1/2022	0.3	Redline from MnCCC Contract Committee
Aumentum Tech	3/13/2023	0.4	Aumentum Technologies responses to redline
MnCCC	5/3/2023	0.4	Comments added by MnCCC from April joint meeting
Aumentum Tech	5/12/2023	0.5	Aumentum Technologies response to 0.4 comments
MnCCC	6/21/22023	0.6	Updated by Contract Committee
Aumentum Tech	11.7.2023	0.7	Final Edits & Clean Unmarked Version

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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 [MN2022.001.01] *for Licensed Software and Services* by and between Manatron, Inc., (hereafter referred to as "Contractor") and Minnesota Counties Computer Cooperative (hereafter referred to as "MnCCC"). This SOW shall define the work requirements and responsibilities between the Contractor, MnCCC and the individual MnCCC Counties for activities and deliverables related to the program and separate project implementations.

1.2 PURPOSE STATEMENT

The purpose of this program is to implement the Contractor's Aumentum solution for the MnCCC Counties.

This SOW describes the program that the Contractor is responsible for implementing as well as the rollout to MnCCC Counties and the responsibilities of each party. During the Initiating & Planning phase of the overall program, a subsequent Project Management Plan (or Execution Plan) will be jointly agreed upon by the Contractor and MnCCC Project Steering Committee. 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 project implementation will facilitate the installation of the most recent standard COTS platform product and configuration of the software (as demonstrated to the County) into the County's process scheme.

This SOW defines the following scope options for all MnCCC Counties participating in the agreement. Each County will have an individualized scope checklist contracted and included as an input for the project planning workstreams.

1.2.1 Project and Production Environment

This SOW will describe both an On-Premises (On-Prem) project and production environments and Contractor Hosted project and production environment implementations. Should an On-Prem County later decide to move to a Contractor-Hosted Environment (or vice versa), a Contract Amendment will be required.

1.2.2 Public Access

This statement of work assumes the standard software installation and services for Contractor'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 standard Public Access application modules inclusive of the following:
 - Inquiry/Display/Pay for property tax
 - Payment Integration with County's current vendor (additional charges will apply if engineering is needed to integrate)
 - Lender Payment Module
 - E-billing
 - Fixed Charge Submission Process (eforms)
- Training w/ documentation
-

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

The existing website configuration, navigation, and graphic designs will remain for the overall content of the website. Each Aumentum eGovernment product provides configurable templates to allow the County options in data presentation.

1.2.3 County Listing and Scope Definition

The following table shows the MnCCC Counties included in this Contract with information regarding environment and software scope:

County	Parcel Count	Hosted	Managed Svcs	PA Today
Becker	29,559			
Clay	28,063			Yes
Clearwater	7,821			Yes
Morrison	30,007			
Mower	21,625	Yes		
Nicollet	16,436	Yes		
Polk	26,511		Yes	Yes
Rice	28,535		Yes	
Roseau	13,928			Yes
Washington (Pilot)	106,666	Yes		Yes

Assumptions:

- Modules included: Records, Tax, Levy, AA, Public Access. Tax Sale and Tax Accounting modules are not included in any implementation.
- All Counties who previously purchased Public Access and are current on maintenance and support fees will have the module included as part of their migration scope. For counties adding Public Access, new fees will be contracted.

1.3 PROGRAM SEGMENTS

The overall program will consist of the following segments:

1. Segment 1: Overall Program Discovery
2. Segment 2: Existing Aumentum Tax Upgrade – Pilot County
3. Segment 3: Remaining Rollout of Existing Aumentum Tax Upgrades

Within each of these program segments, the Contractor implementation team will institute a methodology of grouping the work into one or more individual projects or workshops. Work on these segments can overlap and schedules will be defined for the overall program and individual segments and projects. Each segment or projects will also include one or more milestone deliverables.

Segment 1: Overall Program Discovery

Business Process Review Workshops
Market Configuration Review and Discovery Workshops

Segment 2: Existing Pilot County Aumentum Tax Upgrades

Existing Aumentum Pilot County Upgrade Project

Segment 3: Rollout of Remaining Existing Aumentum Upgrade Project(s)

Planning for Implementation Rollout for Remaining Aumentum Counties
Rollout of Remaining Existing Aumentum Counties

Contractor 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 deficiencies clearly noted if off track.

During the planning and scheduling deliveries for each project or project phase, the Contractor 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 Contractor core engineering team uses both Agile and Kanban methodologies to plan and develop any contracted functionality. The Contractor will plan and execute iterative software development sprints for all core engineering changes within scope of this project, as contracted. These sprints will be further defined by the Contractor 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. Should these sessions be held, MnCCC attendance is required to clarify and control 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 Contractor.

1.4 DEFINITIONS/ABBREVIATIONS

The following abbreviations are employed 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 Contractor to track and process software modification requests generated through 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 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 Contractor 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 Contractor's software products.
Customer/County	The specific county or group of counties within MnCCC
CLZ (Project Environment)	County Landing Zone – standard remote environment created and hosted by Provider early in the project to enable access to the base COTS product for project work
DAS	Deliverable Acceptance Statement/Project Milestone Acceptance Forms
End to End System Testing	System testing to validate End to End (E2E) processes.
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)
Program	The collective body of projects across all counties contracted, with a defined start and finish for all projects.
Project	The end-to-end activities for implementing within a specific County, with a defined start and finish.
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 Contractor 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 used by both the Implementation Team and Customer Operations
UML	Unified Modeling Language

1.5 SCOPE DEFINITION

This SOW describes the Contractor and County tasks and activities required for the implementation of the program and projects as set forth in this document. Each program segment and project phase include 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 program will end. Each milestone, to be defined in the project schedules, will require timely acceptance by the County for that specific deliverable upon completion.

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

Project requirements or services not explicitly included in the Master or this SOW will be considered out-of-scope and will be addressed through the Change Management Process referenced in Section 2.4 of this SOW.

1.6 DOCUMENT ORGANIZATION

The information in this SOW is organized in the following structure:

- Statement of Work Introduction
- Overall Program Governance
- Core Concepts: Common workstreams throughout the individual projects
- Program Segments: Descriptions, phase and workstream breakouts, and Deliverable Acceptance Statement (DAS) information
- Appendixes: as noted below

1.7 INCORPORATION OF DOCUMENTS

The following Appendices are incorporated into this SOW by this reference:

Appendix A	State Reports Included with Project Implementation
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2 OVERALL PROGRAM GOVERNANCE

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

2.1 PROJECT PLANNING AND COMMUNICATION

2.1.1 Project Work Definitions

Contractor shall provide overall program management, as well as provide software integration, implementation, database management and delivery, training, test support, consulting services, and associated deliverables, and the application software as documented in this SOW. MnCCC will promptly assign an overall program manager to provide governance and escalation support over the full program (and all projects). Individual Counties will also assign a County specific project manager to provide required technical and domain expertise in accordance with a preliminary work plan developed by both the Contractor and the individual County rollout.

2.1.2 Project Management

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

2.1.3 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 Contractor 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 Project Management Plan (PMP), including specific named stakeholders
- Initiate Project Registers (Risk, Issue, Deliverable, Change Management, Decision)

2.1.4 Project Reporting

The program and project reporting activities include:

- **Regularly scheduled status reports** - Contractor shall develop a regular status report for the Program 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 Contractor 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 Contractor PM.
- **Project Schedule** - Progress will be measured against and tracked on the project schedule by the Contractor project manager. The schedule will be published by Contractor biweekly throughout the project, unless otherwise agreed to.
- **Steering Committee Project Reviews** - Contractor and the County will conduct regularly scheduled meetings monthly (or at a cadence jointly agreed to during the project planning phase) to review and update overall project status, report on activities and recommendations from the Steering Committee and report the status of compliance to the Project Team.
- **Project Document Library** – Contractor will make a library of project documentation available to the Counties until the end of the Program implementation.
- **Team Support** – Contractor uses this online Issue management system throughout the project to manage end-to-end issue traceability across the project lifecycle, align stakeholders, improve efficiency, manage change.

2.2 ORGANIZATIONAL CHANGE MANAGEMENT

Contractor's 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 and agreed to by both the Contractor and County project coordinators, guided by the MnCCC steering committee, as applicable to the project objectives together, the project coordinators shall consider the following:

1. Identify stakeholders and develop and manage plans, expectations, and project business goals
2. Assess change(s) – including business processes, roles, and responsibilities
3. Develop and implement project planning, status reporting, project reporting
4. Develop and implement communications plan – agendas, meeting notes, timelines, status reports, and facilitate stakeholder communication and meetings, including all-hands meetings
5. Develop and implement risk mitigation plans
6. Manage the Change Management Process (change control)
7. Develop training plans – informal, formal, various styles, workshops, End to End System Testing, train-the-trainer, online help, refresher training
8. Manage milestone lessons learned process –continuous feedback loop and areas for correction
9. Track milestone markers –audits, key performance indicators (KPIs), monitoring and controlling, celebrate the successes!
10. Identify champions of change – County team members to help shape a change management culture from within the County.
11. Inject some fun – facilitate culture and team building, rewards, recognition of goals and achievements,

For team building, Contractor will provide helpful ideas and suggestions and may suggest some of the team building events, but the County ultimately owns and must actively participate in team building initiatives.

Because Contractor 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 must be a joint responsibility. Organizational change management tasks will be jointly created by both parties and managed by the Contractor and County project coordinators, as guided by the MnCCC Project Steering Committees. Contractor will supply templates and tools for the organizational change management activities as listed above, and work to refine, implement and monitor them with the project managers, guided by the MnCCC Project Steering Committee. 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. This project does not provide for a specific dedicated Contractor resource to serve as an organizational change management lead.

Communication and training are critical to change management. The Contractor 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.

Contractor 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 Contractor 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 Contractor 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

Program or project issues that cannot be resolved by the Contractor and County Project Coordinators or by the Project Management Team will be managed through the escalation process, including written notification to the MnCCC Project Steering Committee.

The committee will be responsible to resolve or make final recommendations on issues that are escalated by the Project Managers to the Steering Committee. The committee members will also be responsible for managing to a standardized scope and implementation across all counties, review of any scope discrepancies between counties, change controls involving cost, or schedule changes requiring approval from Contractor and County senior management. This committee will meet as needed.

2.4 CHANGE MANAGEMENT PROCESS

The Contractor 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.

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

- A change in the software or hardware configuration
- A change in the contracted duration or schedule of the project
- Third-party software configuration affecting the performance or capacity of the system
- A change in the form or functionality of the Contractor application software that deviates from the contracted software requirements
- 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 Contractor's Change Management System. The County or Contractor 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 Contractor. For any CR that Contractor estimates will require more than a nominal effort (~4 Hours) to define, Contractor 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 Contractor move forward with defining the CR or cancel their request.

Contractor 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 Contractor's evaluation shall be added to and become part of the CR. If Contractor's evaluation of the request is positive, Contractor will propose a specific implementation and specify any additional time and charges necessary for the implementation of the scope change. If Contractor's evaluation is negative, Contractor will provide their rationale for not recommending the change.

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

If Contractor does not agree that functionality requested by the County is in scope, then the Contractor or County shall initiate a billable CR. Contractor 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.

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 Contractor Project Managers during the reporting/status updates for the project. The Contractor and County shall include details on procedures in place for managing risk during the implementation process in the Project Management Plan.

2.6 MILESTONE DELIVERABLES ACCEPTANCE

2.6.1 Milestone Deliverables Acceptance approach

Contractor 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 MnCCC Project Steering Committee is providing Contractor with assurance that the County is satisfied that the deliverable in question can be marked complete. Likewise, by rejecting in writing the acceptance process, the MnCCC Project Steering Committee 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, scope and price.

2.6.2 Milestone Deliverables Acceptance procedure

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

- The Contractor shall complete and submit each milestone deliverable in the project schedule to the County.
- For the major project deliverables as defined in this SOW, Contractor will schedule a "Deliverable Overview" conference call with the MnCCC Project Steering Committee to outline the content of the deliverable and provide any points of clarification. This conference call will be scheduled to coincide with the completion of the deliverable.
- A Deliverable Acceptance Statement (DAS) will be presented by the Contractor Project Manager to the MnCCC Project Steering Committee.
- The MnCCC Project Steering Committee 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 in writing to Contractor 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, Contractor will confirm receipt of the County's non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s);
- The Contractor 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. Effects of non-acceptance may include changes in the critical path schedule
- It is the responsibility of the County to maintain appropriate archival and back-up copies of all deliverables.

2.6.3 Nonconforming Deliverable

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

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

2.7 COUNTY RESPONSIBILITIES

2.7.1 Infrastructure Planning

It is the County responsibility to meet the IT infrastructural needs of the project. The Contractor 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 Contractor will supply a formal quote for said services. This does not apply if the County has a Hosted Agreement.

2.7.2 Office Facilities

The County shall provide timely access during their regular business hours to office facilities for Contractor personnel while they are on-site. If after-hours access is necessary Contractor shall pre-arrange with the County. These facilities shall include work areas, desks and chairs, telephones and wireless access, copier machines, and access to a document scanner. Contractor and County shall coordinate all arrangements prior to Contractor arriving on site.

2.7.3 Facilities Access

The County shall provide timely access to all required areas of their premises for Contractor 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.

2.7.4 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 upgrade migration, including reports showing balancing. Data and data access will be provided to the Contractor 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 validating data. The County is responsible for any necessary data cleansing, manual or programmatic. The Contractor is not responsible for identifying data cleansing issues, however, if any data cleansing opportunity is discovered by Contractor, the Contractor will provide analysis and/or reports identifying the data to be cleansed.

2.7.5 Procurement

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

2.7.6 Staging Areas

The County shall provide staging areas for the purpose of hardware and software configuration, and operational state testing before installing upgraded or new equipment at the end-user site. This does not apply if the County has a Hosted Environment.

2.7.7 Backup Equipment

The County shall provide all the necessary hardware and software to perform software backup activities. This does not apply if the County has a Hosted Environment.

2.7.8 Software Solution/Training Lab

The County shall provide a facility that will serve as the lab where computer stations will be set up for interfacing with the test and development databases. This does not apply if the County has a Hosted Environment.

2.7.9 Network Infrastructure and Contractor Access

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

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

2.7.10 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 state 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 Contractor will cancel the planned travel.

All Contractor travel will require a 15-day advance booking, per corporate policy. Travel expenses include travel time at a minimum amount of 8 hours per round trip per Contractor Staff (billed at \$85 an hour or then current rates). Any travel deemed necessary outside of the estimated contracted budget will require a billable change request.

2.7.11 County Expertise and Personnel

The Contractor 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 Contractor 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 validation, 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.

2.8 ASSUMPTIONS AND CONSTRAINTS

Prior to beginning this project and throughout the initial project phases, the Contractor will provide focused demonstrations of the Aumentum software product being implemented and will review changes that have been made since the 8.6.12 product version. All issues concerning outstanding functionality will be documented to be addressed in a later product release.

2.8.1 State Scope

This program assumes the product solution, configuration, data migration, reporting, training and overall implementation process will be defined at the state level and will be the same for all Counties in the roll-out plan. Individual County requests for modifications or customizations will be managed through a billable CR as according to the Change Management Process.

2.8.2 Proprietary Access to Contractor Tools

Access to any Contractor 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 Contractor.

2.8.3 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 Contractor 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 Contractor and County project coordinator, as guided by the MnCCC Project Steering Committee. 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.

2.8.4 Documentation

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

2.8.5 Issue Management

The County will be responsible for using the Contractor's Team Support portal to document any defects found during testing throughout the project. Contractor 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 Contractor will note the availability of resolution by switching the Teams Support state to "Fix Sent." The contractor will automatically close and consider resolved any Teams Support issue that remains in the "Fix Sent" state for longer than 10 days, or as otherwise jointly agreed during project activities and reviews.

The Contractor will be responsible for automated and/or manual testing any defect resolution prior to releasing to the county for testing, Contractor will notify Teams support prior to changing severity or closing any issues.

Both the project steering committee and contractor will meet weekly or as needed to review outstanding issues list.

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

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

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, Hardware, and Services number MN2022.001.01.

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

2.8.7 Production Consulting Support

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

3 CORE CONCEPTS

3.1 PROJECT PLANNING

Contractor shall provide the initial Project Planning tools including a proposed detailed project schedule and estimated project staffing resource requirements, aligned with pricing assumptions on duration and scope. The Contractor and County Project Coordinators along with the MnCCC Project Steering Committee 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 contracted duration and 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.

Contractor will identify resources required to sufficiently staff the project during project initiation and planning. Contractor'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).

Contractor 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 Contractor 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.

3.2 CONFIGURATION WORKSTREAM

3.2.1 Configuration Process

The Contractor will manage this workstream with several iterations of configuration. The activities within each iteration will vary depending on if the County is the pilot county or one of the remaining rollout counties.

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 Contractor shall create and maintain a master configuration database, which will be applied as an input to every conversion iteration. During the time of data 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.

3.3 PROJECT PROGRAMMING WORKSTREAM

This project includes the delivery of the current state standard configuration and setup of the Aumentum COTS software suite. Aumentum functionality described in this SOW or any related contract will be provided as part of this project.

It is expected that configuration, data migration, interfaces, reports, workflows, correspondence (including tax bills), and data services will be common across all proposed MnCCC counties. Any county-specific work identified in this segment, or the subsequent implementation rollout will impact the schedule, could have an increased cost and will follow the change management process.

The overall program discovery analysis phase may reveal necessary changes in workflow, office set-up, or software functionality that could affect the environment setup, project timeline or standard software functionality. Program or project scope changes will follow the Change Management Process in Section 2.4.

3.3.1 Aumentum Reporting and Interfaces

This project assumes the implementation of standard Aumentum COTS reports and interfaces, in addition to any included custom reports or interfaces identified in the early discovery workshops. Contractor will be responsible for any contracted state required reports following the below definition.

3.3.1.1 Statutory Reports

Statutory reports are defined by Contractor:

- 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.
- Including scope as identified in Appendix A list of reports.

Under this definition, Contractor will be responsible for providing any statutory reports that are not already included in the standard Aumentum core reporting capabilities. All counties as part of this program will receive the same standard core and state compliant reports.

3.3.1.2 Custom Reports

- Contractor will provide a contractually-agreed maximum number of hours of additional Billed as Used consulting services for any custom services work identified in the early discovery workshops, to be used across all of the contracted counties.
- Any further services for reports creation or modifications will follow the change management process.
- Report requirements and formats will be defined by mutual agreement of Contractor and all Counties in a process that is separate from the Business Analysis process, which defines functional application requirements.
- The Contractor 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.
- Custom Reports will be considered billable and will be reviewed at Aumentum Technologies sole discretion as an option to add as a standard COTS platform report as the product roadmap permits.
- The Counties will be responsible for reviewing their previously built custom reports to ensure compatibility with the newest Aumentum release. If updates are needed, the Counties can use the referenced Billed as Used consulting hours for Contractor assistance, or can choose to update the reports with County staff.

3.3.1.3 Interfaces

- Contractor will provide a contractually-agreed maximum number of hours of additional Billed as Used consulting services for any custom services work identified in the early discovery workshops, to be used across all of the contracted counties.
- Contractor 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. Contractor shall provide either API's, utilized by Contractor 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.
- The Counties will be responsible for reviewing their previously built custom interfaces to ensure compatibility with the newest Aumentum release. If updates are needed, the Counties can use the referenced Billed as Used consulting hours for Contractor assistance, or can choose to update the interfaces with County staff.

The scope of this project may include a maximum of set of hours of custom consulting work, to be shared by all Counties. Hours can be used for custom reporting, interfaces or other consulting work. These hours will expire no later than 12 months from the go-live date of the Pilot County, unless otherwise agreed to the then current services rates. See contract pricing for any such consulting hours included under the terms of Billed as Used.

3.3.2 Tracking Custom Reports and Interface Scope:

Contractor shall track all custom report and interface work in Team Support and the County can monitor the tickets to obtain status on completion of this work. Any reports or interface requirements are expected to be delivered for testing or as agreed to in advance in the milestone authorizations.

3.3.3 Support and Maintenance:

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

3.4 DATABASE DELIVERY

Most MN counties currently have three (3) supported environments (typically Production, Test, and Training), which will remain at the end of each implementation. However, during the implementations, additional project hosted environments will be stood up for conversion and configuration purposes. Those project environments will be taken down at the end of the implementation.

During each county rollout, there will also be a total of two (2) database conversions. One will be an initial conversion to begin configurations and data review. The second and final conversion will be prior to go live and move to the production environment. Each supported environment mentioned above will be updated to the latest conversion iteration.

For on-premises Counties, the Contractor will work with the County to plan and configure these environments as per Sections 3.6 and 4.4.

Further details on environmental configurations will be addressed in the project management plan.

This project assumes the following project scope clarifications:

- The Contractor will follow the standard database upgrade effort for each County database (scripted upgrade from 8.6.12 release to latest Platform release). Any new data sources outside of what currently exists in the Aumentum 8.6.12 production system today will require a billable CR.
- The Contractor will include services to train the County on the new Aumentum platform data model changes. This Data Model Training is outlined in Section 3.5.
- The Contractor will also include 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 will impact project duration.
- Current Tax Bills are upgraded, as is, and assumes a standard state tax bill format installed for all counties, with minor county localizations only.
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3.5 TRAINING WORKSTREAM

Training of personnel is critical to the immediate and long-term success of any system. Contractor will define, develop, and implement a training strategy in consultation and with approval of MnCCC to provide education appropriate to the County staff. Contractor assumes that the students are knowledgeable in the operation of workstations in a Windows® environment and of the current Aumentum 8.6.12 system.

In general, the Contractor builds the majority of training into and administers as a byproduct of executing Contractor'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 10 formal on site or remote "train the trainer" training days for each grouping of counties 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 byproduct of the business process analysis activities, the Contractor 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. Contractor 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 Contractor as part of the overall training program. Contractor 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:

1. County shall provide a suitable room or space where training can be conducted in an uninterrupted manner.

2. All County personnel to be trained shall have adequate job coverage to ensure uninterrupted training sessions.
3. All County personnel to be trained on Aumentum platform shall have adequate knowledge of the existing Aumentum 8.6.12 system and/or their business role within the County. New employees, either new to their role or new to Aumentum, may require extensive additional training that can be offered as additional services and contracted through a CR.
4. A "full day" of training shall be six hours of training.
5. 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.
6. Contractor recommends one (1) person per PC/Terminal
7. Training for rollout projects will assume a combined County approach (of three or more) so as to maximize Aumentum Technologies training resources; and
8. Onsite Class size shall not exceed twelve (12) trainees unless mutually agreed upon.
9. End-to-End Testing phase applies only to the Pilot Segment 1 (county rollouts do not include this testing cycle).

3.5.1 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 around vacation and Holiday schedules, and classroom space as required for all County user workshops.

3.5.2 Types of Training

Contractor shall provide comprehensive training in all aspects of system usage, administration and problem resolution. Contractor 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, Contractor's instructors will provide training to key designated County "trainers." After completing the Contractor 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.

Contractor 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 Contractor 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.

- **Technical Users (Optional)** – Some Counties see benefit in training on the data model. This usually coincides with a greater need for integration and custom report or interface development. This course will be conducted separately from the formal application training. This training is included as part of the implementation process, as follows:
 - The Contractor will provide Data Model Training for the pilot Washington County. One additional Data Model Training class combined for all other Counties, hosted jointly, will be provided by Contractor.
 - Any additional Data Model Training sessions beyond those initial two can be provided and used against the Billed as Used consulting hours.
 - The Data Model Training sessions will concentrate on the key database schema differences between Aumentum 8.6.12 and Aumentum Platform versions.
 - This training is helpful for modifying any custom objects (reports, interfaces, queries, interfaces) that is County responsibility. Contractor assistance with these modifications can be used against the Billed as Used consulting hours.

3.5.3 Training Database

Data used during training will be the upgraded County data for the Pilot, and TBD during project planning for subsequent rollout training which will happen in groupings. Contractor 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 data issues resulting from the upgrade process
- 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 upgraded data, mock "live" sessions may be run. The actions currently performed by each department can be simulated on the upgraded system. This process allows personnel to become familiar with operating the software application.

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

3.5.4 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 (unless otherwise agreed). A training day is not to exceed 6 hours. Curriculum will be finalized after the analysis phase and with the Contractor and County Project Coordinator working with the MnCCC Project Steering Committee.

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

Contractor 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.

3.5.5 Training Location/Facilities

Contractor shall provide training at the County offices. The County shall provide the following training facilities:

- Classroom equipped for a maximum of 12 students
- One PC per user with access to the training system
- Overhead projector (compatible with instructor's PC), projector screen, white board and flip charts
- 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.

Class size restrictions are typically focused on in-person training where the student to instructor ratio can impact ability to provide individualized attention. Allowances can be made for remote training and discussed during the Training planning. Larger audiences could need additional trainers or multiple sessions, which would need to be reviewed for feasibility.

3.5.6 Training Materials

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

3.5.7 Training Program Scope

Contractor shall provide training as part of the pilot project and at pre-defined intervals throughout the rollout plan of remaining Counties. Individualized training within the upgrade process for roll-out Counties is not in scope and will require a separate billable CR.

All MnCCC Counties can participate in any of the training sessions. These activities will be managed by the Contractor and County projects managers as well as the MnCCC Project Steering Committees.

3.6 HOSTED AND ON-PREMISES ENVIRONMENTS

For the initial phases of the upgrade project, the Contractor shall install on a Contractor-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 or Contractor has established remote environments. The Contractor will work with the County to determine the setup and access to various instances needed for testing and training. The move to the Production environment will occur according to the plans laid out in the project schedule.

3.6.1 On-Premises Environments

The Contractor 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.

3.6.2 Hosted Environments

The Contractor will work with the County to determine the setup and access to various instances needed for testing and training. The move to the Production hosted site will occur according to the plans laid out in the project schedule. The new Platform-based Production environment will replace the existing 8.6.12 version. No parallel production processing will be allowed. A backup of the 8.6.12 version environment will be available for disaster-recovery purposes for a period of 60 days after go-live.

The County can also choose to keep one of the lower environments (TEST or TRAIN) at 8.6.12 for a period of no longer than 60 days for testing purposes only. The Contractor will require a billable CR if the County needs to keep the environment at 8.6.12 for longer than 60 days.

The Contractor hosted Production environments are under SSAE18 compliance and controls. Read-only permissions are granted for production environments. The Contractor will provide write-execute permissions for the remaining lower environments. The Contractor can provide published apps via terminal services.

4 SEGMENT 1 – OVERALL PROGRAM DISCOVERY

4.1 INTRODUCTION

The activities in this segment are intended to engage the Contractor and County team members to review program expectations, key business processes and common configuration for the full Aumentum rollout in the state. The information learned in these activities will be used to set up a core Minnesota implementation that will be common among all Counties participating in this program.

The Contractor implementation team will institute a methodology of grouping the work into one or more workstreams and completing project tasks and providing interim deliverables in the form of workshops. Any MnCCC County considering participation in the overall rollout to Aumentum will participate in these workshops.

It is expected that configuration, data migration, interfaces, reports, workflows, correspondence (including tax bills), and data services will be common across all proposed MnCCC counties. Any county-specific work identified in this segment, or the subsequent implementation rollout will impact the schedule, could have an increased cost and will follow the change management process as outlined in Section 2.4.

The work in this segment will be administered in the following phases that will be further outlined in the following sections. Each overall phase will also include one or more milestone deliverables

Project Phase	Workstreams	Milestones
Initiation & Planning	<ul style="list-style-type: none"> Planning 	<ol style="list-style-type: none"> Contract Agreement Signing Project Planning
Definition & Analysis	<ul style="list-style-type: none"> Business Process Analysis and Configuration Discovery Environment Discovery Sessions 	<ol style="list-style-type: none"> Initial Discovery Identified

4.2 PHASE 1: INITIATION & PLANNING

Contractor shall provide a proposed detailed project schedule and estimated project staffing resource requirements. The Contractor and County Project Managers, guided by the the MnCCC Project Steering Committees shall conduct a joint review of the proposed project schedule. 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, or as mutually agreed upon, in response to changing circumstances, actual progress and as more detailed planning becomes possible. Any material changes to the contracted duration and 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.

Contractor will identify skilled resources required to sufficiently staff the project during project initiation and planning. Contractor'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 segment (as identified in the project schedule).

4.3 PHASE 2: DEFINITION & ANALYSIS

This phase includes conducting the workshop activities outlined in the previous phase. The purpose of these sessions is to identify the key business processes and show how Aumentum can be configured to meet many of the County's current processes. These sessions will be informal in nature and will have a secondary benefit of beginning to familiarize the Counties with the software for ultimate production usage.

The Contractor will install a preliminary version of the COTS product for demo purposes only, in a hosted environment.

The Contractor will also hold workshop sessions to begin the discussions for identifying common interfaces, workflows, data services, correspondence (including tax bills), and reports. It is not expected to have all work completed during this program segment; however, the Contractor will identify and request samples of artifacts for future programming.

These sessions can be either on-site, in a common location for the participating Counties, or hosted remotely using virtual conferencing tools.

Based on the outputs of these workshops, the Contractor shall create and maintain a master configuration database, which will be applied as an input to all upgrades as part of this program. It is not expected to have all configuration completed and applied in this program segment, as this is an iterative activity that continues to evolve based on conversations, testing and training hosted in the pilot program segment.

4.4 ENVIRONMENT ANALYSIS

This activity will include discovery and planning sessions on County Environments. Contractor will host sessions providing information on updated on-prem needs, as well as discuss roles and responsibilities of each environment type for the upcoming implementations. This should also include hosting options for each county.

Sessions will be for planning purposes only. Information will be based on current assumptions for the generally available Platform release and is subject to change based on timing of the upgrade.

4.5 ROLES, RESPONSIBILITIES AND ASSUMPTIONS OF THIS PHASE

4.5.1 Contractor Roles and Responsibilities

- Provide an overview description of the approach to this program segment
- Provide an initial project schedule for review with the MnCCC Project Steering Committee
- Provide a list of workshops to be conducted in this program segment
- Work with the County project manager to schedule the workshop sessions (MnCCC Project Steering Committee for final approval)
- Provide workshops and product demos to review business processes and configuration
- Provide DASs for the completion of this program segment
- Provide updated hardware/environment specifications for on-prem Counties

4.5.2 County Roles and Responsibilities

- Provide business process calendar, reports used for balancing and other necessary artifacts as requested for the purpose of information exchange
- Fully participate in workshops
- Accept DASs for the completion of this program

4.5.3 Assumptions

- Discussion and decisions in this phase, and as contracted, will become the standard for the MN market. Full participation is important to the success of these workshops.
- The project schedule provided in this segment will be for this overall discovery period only. No project schedule for the overall pilot upgrade and implementation rollouts will be provided at this stage.
- Any Contractor travel associated with this segment will be mutually agreed in advance and billable to the MnCCC.
- Only one DAS for each milestone will be submitted for this segment. MnCCC Project Steering Committee will be the approver and can divide the costs of this activity as they deem appropriate among the participating counties.

4.6 MILESTONES – SEGMENT 1

Milestones for this program segment (see following pages for detailed acceptance criteria).

Milestone #	Milestone
1	Discovery Phase Project Planning
2	Business Process Analysis and Configuration Discovery
3	Custom PS Services (Reports / Interfaces / etc)*

*Custom Hours for services will be billed as used throughout the program.

4.7 MILESTONE COMPLETION AND DAS SIGNOFF

This program segment is considered complete when the initial workshops identified as part of these phases have been completed and all DAS acceptance criteria has been met. Future workshops may be scheduled throughout the continuation of this program as the need exists.

The following section provides the DAS to be submitted and approved during this program segment.

4.7.1 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – SEGMENT 1: PROGRAM DISCOVERY (MILESTONE 1)

SEGMENT 1 DISCOVERY PHASE PROJECT PLANNING

Purpose:

The purpose of this form is for the MnCCC to provide agreement of the project planning phase, agree that Contractor should proceed to the next phase through the life cycle of this project.

Acceptance Criteria:

1. Contractor has conducted a project kick-off meeting with the appropriate Counties (remotely or on site), as guided by MnCCC.
2. Both parties have made general project assignments for resources, with key resources and stakeholders identified in the PMP and for near term tasks.
3. Contractor has delivered a draft project schedule for County/MnCCC 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: _____.

MnCCC response period is 10 business days. After that time, this deliverable will be considered accepted unless otherwise documented in a formal response to Contractor 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 2.6.3 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; MN2022.001.01, it is agreed to proceed to the next phase of this project.

☐ Accepted ☐ Rejected

MnCCC	Washington County	Contractor:
Signature:	Signature:	Signature:
Printed Name:	Printed Name:	Printed Name:
Title:	Title:	Title:
Date:	Date:	Date:

4.7.2 DELIVERABLE ACCEPTANCE STATEMENT (DAS) –SEGMENT 1: PROGRAM DISCOVERY (MILETONE 2)

PHASE 2: BUSINESS PROCESS ANALYSIS AND CONFIGURATION DISCOVERY

Purpose:

The purpose of this form is for the MnCCC to provide agreement of the discovery workshops associated with this project phase..

Acceptance Criteria:

1. Contractor has established a preliminary version of the COTS products for demo purposes only
2. Contractor has completed a product overview of the COTS Aumentum system modules
3. All identified Program Discovery 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: _____

MnCCC response period is 10 business days. After that time, this deliverable will be considered accepted unless otherwise documented in a formal response to Contractor 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 2.6.3 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; MN2022.001.01, it is agreed to proceed to the next phase of this project.

☐ **Accepted**

☐ **Rejected**

MnCCC	Washington County	Contractor:
Signature:	Signature:	Signature:
Printed Name:	Printed Name:	Printed Name:
Title:	Title:	Title:
Date:	Date:	Date:

4.7.3 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – Custom Reports, Interface and Consulting Services (Milestone 3)

CUSTOM REPORTS, INTERFACE & CONSULTING SUPPORT (BILLED AS USED)

Purpose:

The purpose of this form is for the MnCCC to sign off on the delivery of any custom reports, correspondence, interface, extract, data service, workflow, or other custom services and accept billing for this effort. The intent of this form is to be submitted periodically throughout the program 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 completed the following 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: _____
 - Remaining Billed as Used hours for custom work, per contract: _____

This DAS was submitted on: _____

MnCCC 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 2.6.3 for nonconformance guidelines.

We, the undersigned, agree that Provider will provide the contracted services hours for custom reports, correspondence, interface, extract, data service or workflow services 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, MN2022.001.01, the County will be billed as hours are used, not to exceed the agreed upon hours upon signing this acceptance. In the event that the sum of the work completed is less than the contracted services hours, those remaining hours will expire 12 months from the date of pilot Go-Live, unless otherwise agreed to the current services rates.

☐ Accepted

☐ Rejected

MnCCC

Contractor:

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

5 SEGMENT 2 – PILOT COUNTY AUMENTUM TAX UPGRADE

5.1 INTRODUCTION

The activities in this segment are intended to upgrade one Pilot Aumentum County to the most recent Aumentum Platform Tax product version.

The activities and outputs identified in the upgrade to the pilot County will be used to provide a repeatable standardized process for the rollout of the remaining counties. All existing Aumentum counties can observe, and in some cases participate, in the workshops; however, the primary focus will be on the pilot county implementation.

The work in this segment will be administered in the following phases that will be further outlined in the following sections. Each overall phase will also include one or more milestone deliverables.

Project Phase	Workstreams	Milestones
Initiation & Planning	<ul style="list-style-type: none"> Project Planning Base System Installation, Setup and Configuration Initial Database Delivery 	<ol style="list-style-type: none"> Project Planning Project Hosting Start Base System Installation and Initial Database Delivery
Definition & Analysis	<ul style="list-style-type: none"> Business Process and Configuration Planning Business Process and Conversion Review 	<ol style="list-style-type: none"> Initial Business Process Review Workshops
Execution	<ul style="list-style-type: none"> Professional Services Project Programming 	<ol style="list-style-type: none"> Professional Services Project Programming
Performance & Control	<ul style="list-style-type: none"> Training End-to-End System Testing 	<ol style="list-style-type: none"> Training End-to-End System Testing Complete
Production & Closure	<ul style="list-style-type: none"> Production Database Upgrade Go-Live Authorization Production Stabilization Pilot Project Closure 	<ol style="list-style-type: none"> Go-Live Authorization Pilot Project Closure

Segment planning for the remaining rollout will start during the pilot upgrade; however, the pilot upgrade must be complete before any remaining County rollouts begin. Lessons learned from the pilot rollout will be used to improve the processes and outputs for the remaining upgrade projects.

The makeup of the remaining groupings will be determined during segment 3 planning.

The Contractor reserves the right to change the project phase descriptions, activities, and sequence during the program. Changes will be documented in the project schedule as required and mutually agreed between the Contractor and MnCCC Project Steering Committee. 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.

5.2 PHASE 1: INITIATION & PLANNING

5.2.1 Project Planning

Contractor shall provide a draft project schedule and estimated project staffing resource requirements. The Contractor Project Manager and the MnCCC Project Steering Committees shall conduct a joint review of the proposed draft project schedule. 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, 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.

Contractor will identify resources required to sufficiently staff the project during project initiation and planning. Contractor'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).

Contractor 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 Contractor 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.

5.2.2 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 expectation of completed state specific configuration information or data. The second purpose of the base environment is for use by the Contractor to complete base configuration during the Business Process Analysis/Review Phase.

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

5.2.3 Initial Database Delivery

The Contractor Managed Services team will provide a current backup of the 8.6.12 production data for this phase. The Contractor will upgrade the database to the most recent Aumentum Platform COTS release for use in the next project phases.

The Contractor and the County shall perform verification and balancing. The County will be responsible for data validation. Contractor is responsible for providing standard scripts and tools to county to assist in data validation. Any requests for buildout of additional scripts and tools will be addressed through the Change Request process. This is a critical step to ensure process work and data is accessible and meets specific scenario guidelines.

Contractor will upgrade a minimum of two (2) or mutually agreed upon number of full data extracts into the most recent Aumentum structure under the scope of this work (project start and production readiness). Any additional upgrade runs requested will go through the Change control process. If the

run is needed due to data sources not identified, missing data from a 3rd party system, balancing/validation outside of the materiality or margin tolerances, or data cleansing, it will require a billable Change Request.

Data cleansing is a significant part of the County data activities. Contractor is responsible for providing standard scripts and tools to county to assist in data cleansing. Any requests for buildout of additional scripts and tools will be addressed through the Change Request process. The upgrade activities could uncover discrepancies that the County could choose not to address as part of the project upgrade process due to time and/or budget constraints. Those data cleansing activities can be performed by the County as a post implementation phase. Aumentum data migration services include validation scripts to identify data anomalies when migrating data to current Aumentum platform. Results of those findings will be reported to the County for determination, and services required to cleanse data as a result of those findings are subject to a change request.

Data cleansing is not included in the scope of Contractor project work. Any data cleansing activities performed by the County during the project implementation, after data upgrade step has been completed and accepted by the County, that require additional upgrade cycles, resources, or scheduling by the Contractor team will require a billable Change Request.

5.2.4 Contractor Roles and Responsibilities

- Set up collaborative communication portals for the project
- Work with County Project Coordinator and MnCCC Steering Committee 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 project schedule to the County for review
- Provide draft Project Management Plan to the County for review and agreement
- 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 Contractor Hosted CLZ.
- Ensure all base system COTS components are operable in the development environment; this initial delivery does not include integration with external systems.

5.2.5 County Roles and Responsibilities

- Provide current Business Process information, functional calendars, and blackout schedules to the Contractor (if not previously provided in Segment 1)
- Participate in the creation of the initial project artifact documents
- Review and provide feedback on the initial project artifact documents and schedules
- Provide list of IPs (Internet Protocol Addresses to be provided during the project) 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

5.3 PHASE 2: DEFINITION AND ANALYSIS

5.3.1 Business Process and Configuration Review

The Contractor will execute a limited round of Business Process Review workshops to demonstrate the configuration updates from the initial Discovery Workshops (Segment 1).

These sessions will be informal in nature and will serve a dual purpose as preliminary training on the system and review of all business processes. The Contractor 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 Contractor will continue to make configuration updates throughout this initial pilot implementation. Contractor 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.

In this phase the County will work with contractor to begin identifying test scripts that will ultimately be used in End-to-End System Testing.

5.3.2 Contractor Roles and Responsibilities

- 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
- Review the Application with the County based on the initial configuration
- Make any mutually agreed upon corrective changes based on MnCCC feedback and contracted severity levels.

5.3.3 County Roles and Responsibilities

- Develop any applicable test cases to be used in conjunction with Aumentum application for End-to-End Testing
- Participate in Workshops
- Review the results of the requested codes and system settings and account codes required to populate Aumentum
- Test application's initial configuration results using the County's test scripts and data
- Report any configuration faults to the Contractor in the Contractor prescribed format

5.4 PHASE 3: EXECUTION

5.4.1 Project Programming

Contractor shall successfully implement COTS solution consisting of all system modules and capabilities necessary to meet the County requirements as defined in the SOW. Moreover, Contractor shall deliver the specified interfaces and the defined reports in the contractual documents.

Modifications to the contracted 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.

It is expected that configuration, data migration, interfaces, reports, workflows, correspondence (including tax bills), and data services will be common across all proposed MnCCC counties. Any county-specific work identified in this segment, or the subsequent implementation rollout will impact the schedule, could have an increased cost and will follow the change management process as outlined in Section 2.4.

Contractor Roles and Responsibilities

- Provide identified Required Professional Services Project Programming for testing
- Document and communicate to County any issues encountered
- Provide DAS for the completion of Professional Services Project Programming for testing purposes.

5.4.2 County Roles and Responsibilities

- Balance and reconcile the database at a high level and verify a sampling of detail data with the assistance of the contractor
- Data validation of upgraded database
- Install upgraded database to local environment for the use in End-to-End System Testing
- Document and communicate to Contractor any data issues encountered in the prescribed format
- Accept DAS for the delivery of the Conversion Iteration 2

5.5 PHASE 4: PERFORMANCE & CONTROL

5.5.1 County Training

The Contractor 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. Section 3.5 describes specific details of the Training workstream.

The initial training sessions are primarily focused on the Pilot County although sessions are open for the remaining Aumentum upgrade Counties to attend, if space permits. Any documentation or process guides developed during the Pilot project will be available to the other MnCCC Counties.

Included in the cost of this project is training only for the differences between the 8.6.12 version and the Aumentum Platform solution not to exceed 10 (onsite or remote) training days (additional days can be purchased through the change management process).

Any additional training for staff will follow the Change Management Process and subject to a billable CR.

5.5.2 End-to-End System Testing

End to End System Testing primarily includes validating the newest base functionality where there are new features of the delivered software against the contracted business process requirements and configurations. The County has the primary responsibility for conducting this testing. Acceptance of the upgraded data is not a part of End-to-End System testing – it is addressed during the database upgrade process. Additional levels of user testing, such as system testing, may be conducted at the discretion of the County.

Interface integration testing is part of end-to-end system testing process, which ensures that the system properly connects to external systems as agreed upon during the configuration workshops.

This project scope assumes one end to end system testing cycle.

5.5.3 Contractor Roles and Responsibilities

- Provide Training Plan for Pilot Rollout
- Provide onsite or remote Training sessions limited to the scope of differences in 8.6.12 version and Aumentum Platform
- Provide support to the County in developing test strategy and test cases
- Provide support to the County in executing system testing
- 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 Contractor
- Provide DAS for completion of the Training
- Provide DAS for the completion of the End-to-End Testing

5.5.4 County Roles and Responsibilities

- Fully participate in Training sessions
- Train remaining County users as needed
- Develop the test strategy/plan document
- Develop test cases with clear and detailed acceptance criteria that maps directly to contractual business process requirements
- Execute test cases per the mutually developed test case plan
- Manage, document, and report test results back to Contractor
- Rank, prioritize or otherwise note level of severity of each item found
- Accept DAS for the completion of Training
- Accept DAS for the completion of End-to-End System testing

5.6 PHASE 5: PRODUCTION & CLOSURE

5.6.1 Production Database Upgrade

Execution of the production database upgrade can take up to 72 hours, depending on the size and complexity of the data sets and source systems to be upgraded. In this phase the Contractor shall prepare, plan, execute, validate, and balance and deliver the production system to the County. Pre-upgrade activities such as preparation and planning are key to ensuring a successful production upgrade experience. These activities can take place weeks to months ahead of executing the go live cutover process.

Execution of the go live conversion upgrade process starts with the Contractor and County winding down "in process" work in the source systems and completing any necessary activities before cutover. The County will freeze processing in the legacy and complete any back-office closeout activities as required. The Contractor Managed Services Team will then take a full backup of the County production system to and complete 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.

The Contractor and County will validate and confirm balancing of the data on the final production system during production cutover using multiple automated validation and test steps. The final step towards completing validation is for Contractor 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-Upgrade
 - County to ensure wrap up of "in process" work in source systems as much as possible
 - Contractor to ensure 'system' where Upgrade will occur has enough resources (space, memory, etc.)
 - Contractor to ensure base configuration system is complete, locked down, and ready for cutover
 - Contractor and County to ensure expectations for Validation and Balancing are well defined and confirmed
 - Contractor and County to clearly communicate FINAL date for source systems ahead of Production Conversion
- Production Conversion
 - Contractor or County provides backup of production database
 - Contractor upgrades database to Aumentum Go-Live version
- Validation and Balancing
 - Contractor runs balancing and post upgrade scripts as needed
 - Contractor and County complete manual validation & balancing verification
- Delivery
 - Contractor completes delivery of production instance
 - Contractor updates database for any manual configuration identified
 - (On-Prem) Contractor provides copy of final database to the County for deployment
 - Contractor and County confirm all external integrations are working
 - County confirms User Access
 - Contractor and County communicate Production System is available
- Post-Upgrade
 - Contractor or County ensures full system backup takes place
 - Contractor provides strategy for any post-conversion patches/scripts as needed

5.6.2 Go-Live Authorization

The activities in this phase initiate production and business process cutover. This process takes from 1-3 weeks. This is the step where the Contractor 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 Contractor teams will be responsible for various pieces of Go Live process unless otherwise agreed to within the authorization of the Change Request

- Contractor 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 Contractor and County personnel are available for Go Live work
- The County and Contractor agree the system is ready for production
- All system training as defined by the project plan has been completed
- The County has provided an updated list of any known software issues and severity rankings
- Contractor and the County have mutually agreed upon:
 - Go Live and Post Go-Live lists that address all items ranked as Severity 1 or 2 (Critical and High) as defined by the contract terms and a plan to address them.
 - All other project issues ranked as Severity 3 or 4 will be transferred to Contractor 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 Contractor customer operations (support) team.
- Access to the previous Aumentum version and production database will be backed up and held for 60 days for the purposes of disaster recovery only. The County will not have access for parallel processing.

5.6.3 Project Closure Signoff

When the system is in a production environment and the Contractor has delivered all project closure artifacts, this phase of the project implementation will be closed, and the closeout DAS agreed. Production indicates any use of the system other than for testing.

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

- Contractor has provided a resolution 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
- Project closure joint meeting hosted by Contractor

5.7 MILESTONES – SEGMENT 2

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

Milestone #	Milestone
1	Pilot Project Planning
2	Base System Installation
3	County Training Complete
4	End-to-End System Testing
5	Go-Live Authorization
6	Pilot Project Closure

The above milestones do not include travel expenses, which are billed as incurred.

5.8 MILESTONE COMPLETION AND DAS SIGNOFF

The following section provides the DAS to be submitted and approved during this pilot program segment. Milestone DAS will be submitted to each MnCCC County participating in this segment which will be approved by MnCCC.

This segment will be considered complete when the Pilot County has been upgraded.

5.8.1 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – SEGMENT 2: PILOT UPGRADE (MILESTONE 1)

PHASE 1: PILOT PROJECT PLANNING

Purpose:

The purpose of this form is for the pilot County to provide agreement of the project planning phase, agree that Contractor should proceed to the next phase through the life cycle of this project.

Acceptance Criteria:

1. Contractor has conducted a project kick-off meeting with the pilot County (remotely or on site).
2. Contractor has delivered a draft Project Management Plan (PMP) for MnCCC and pilot 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. Contractor has delivered a draft project schedule for pilot County and Project Steering Committee 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 delivered on: _____

County response period is 10 business days. After that time, this deliverable will be considered accepted unless otherwise documented in a formal response to Contractor 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 2.6.3 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; MN2022.001.01, it is agreed to proceed to the next phase of this project.

☐ Accepted

☐ Rejected

MnCCC	Washington County	Contractor:
Signature:	Signature:	Signature:
Printed Name:	Printed Name:	Printed Name:
Title:	Title:	Title:
Date:	Date:	Date:

5.8 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – SEGMENT 2: PILOT UPGRADE (MILESTONE 2)

PHASE 1: BASE SYSTEM INSTALLATION AND INITIAL DATABASE DELIVERY

Purpose:

The purpose of this form is for the pilot County to provide acceptance of the Initial Database Delivery, agree that Contractor should proceed to the next phase through the lifecycle of this project phase.

Acceptance Criteria:

1. Contractor 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 operable, but not necessarily integrated with the external systems, in the initial environment.
3. Contractor has completed an upgrade of the pilot County's database to the most recent Aumentum Platform release. Errors in this phase are to be expected and should not deter from acceptance. Errors in each iteration of database delivery will be documented and addressed in the remaining iterations.
4. Contractor and pilot County have completed initial balancing within agreed tolerances
5. Contractor 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 unless otherwise documented in a formal response to Contractor 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 2.6.3 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; MN2022.001.01, it is agreed to proceed to the next phase of this project.

☐ Accepted

☐ Rejected

MnCCC	Washington County	Contractor:
Signature:	Signature:	Signature:
Printed Name:	Printed Name:	Printed Name:
Title:	Title:	Title:
Date:	Date:	Date:

5.8.2 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – SEGMENT 2: PILOT PROJECT (MLESTONE 3)

PHASE 4: TRAINING COMPLETION

Purpose:

The purpose of this form is for the pilot County to provide acceptance of the Training completion, agree that Contractor should proceed to the next phase through the lifecycle of this project phase..

Acceptance Criteria:

1. Contractor has provided assistance in the training needs assessment
2. Contractor has provided on-site and remote training to identified key personnel ("train the trainers"), including the embedded training as part of the individual workshops.
3. All identified 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 unless otherwise documented in a formal response to Contractor 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 2.6.3 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; MN2022.001.01, it is agreed to proceed to the next phase of this project.

☐ Accepted

☐ Rejected

MnCCC	Washington County	Contractor:
Signature:	Signature:	Signature:
Printed Name:	Printed Name:	Printed Name:
Title:	Title:	Title:
Date:	Date:	Date:

5.8.3 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – SEGMENT 2: PILOT PROJECT (MILESTONE 4)

PHASE 4: END-TO-END SYSTEM TESTING

Purpose:

The purpose of this form is for the pilot County to provide acceptance of the End-to-End Testing, agree that Contractor should proceed to the next phase through the lifecycle of this project phase..

Acceptance Criteria:

1. Contractor has provided sample test scripts to the pilot County as needed
2. Contractor has supported the pilot County's testing process by answering questions and addressing faults, as reported.
3. Contractor has provided guidelines for the level of detail required for submitting test results back to Contractor
4. The pilot County has developed test strategies and scripts.
5. The pilot County has conducted End-to-End System Testing
6. The pilot County has provided test results and all related detail back to Contractor 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 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 unless otherwise documented in a formal response to Contractor 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 2.6.3 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; MN2022.001.01, it is agreed to proceed to the next phase of this project.

☐ Accepted

☐ Rejected

MnCCC	Washington County	Contractor:
Signature:	Signature:	Signature:
Printed Name:	Printed Name:	Printed Name:
Title:	Title:	Title:
Date:	Date:	Date:

5.8.4 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – SEGMENT 2: PILOT PROJECT (MILESTONE 5)

PHASE 5: GO-LIVE AUTHORIZATION

Purpose:

The purpose of this form is for the pilot County to authorize Go-Live and acknowledge agreement that Contractor should proceed to create a transition to a customer operations plan for the week of Go-Live..

Acceptance Criteria:

1. Contractor has provided a production cutover plan, identifying resource needs and timeline expectations. Both Contractor and pilot County personnel are available for Go Live work.
2. The pilot County and Contractor agree the system is ready for production.
3. The pilot County has provided an updated list of any known software issues and severity rankings.
4. All system training as defined in the project plan has been completed.
5. Contractor and the pilot County have mutually agreed upon:
 - a. Go Live and Post Go Live lists that address all items ranked as Severity 1 and 2 (Critical and High) as defined by the contract terms, along with a plan to address them (*attach detailed list to this DAS*).
 - b. All other project issues ranked as Severity 3 or 4 will be transferred to Contractor 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 Contractor 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 unless otherwise documented in a formal response to Contractor 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 2.6.3 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; MN2022.001.01, it is agreed to proceed to the next phase of this project.

☐ Accepted

☐ Rejected

MnCCC

Washington County

Contractor:

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

5.8.5 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – SEGMENT 2: PILOT PROJECT (MILESTONE 6)

PHASE 5: PILOT PROJECT CLOSURE

Purpose:

The purpose of this acceptance form is for the pilot County to sign off that the system is in a production environment.

Acceptance Criteria:

1. The system is in a production environment.
2. Contractor has delivered an updated resolution plan to the final agreed list of issues as identified in the Go Live Authorization DAS.
3. Contractor has delivered a final version of the project health/status report, issue log, risk register, and change control logs.
4. Contractor has hosted a joint pilot County project closure meeting.
5. The County has up to a period of 10-days after the delivery of the Post Go-Live items, as notified by the project team in writing, to complete testing and confirm agreement. After 10 days without further updates, the items will be considered complete and will be closed.

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 unless otherwise documented in a formal response to Contractor 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 2.6.3 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; MN2022.001.01, it is agreed to proceed to the next segment of this contract.

☐ Accepted

☐ Rejected

MnCCC	Washington County	Contractor:
Signature:	Signature:	Signature:
Printed Name:	Printed Name:	Printed Name:
Title:	Title:	Title:
Date:	Date:	Date:

6 SEGMENT 3 – REMAINING COUNTY AUMENTUM TAX UPGRADE ROLLOUT [

6.1 INTRODUCTION

The activities in this segment are intended to upgrade the remaining existing Aumentum Counties to the most recent Aumentum Platform Tax product version and configuration as confirmed in the pilot project.

This segment will be conducted in parts:

- Segment planning for the rollout of the remaining Aumentum upgrades
- Up-front training in groups
- Upgrade of the remaining Aumentum counties in groups (including but not limited to)
 - Environment setup (hosted and on-prem)
 - Public Access setup, for counties that have purchased the module
 - Database upgrade

The activities and outputs identified in the upgrade to the pilot County will be used to provide a repeatable process for the rollout of the remaining counties. All existing Aumentum counties can observe, and in some cases participate, in the workshops; however, the primary focus will be on the pilot county implementation.

The work in this segment will be administered in the following phases that will be further outlined in the following sections. Where detail is the same as the Pilot project, those descriptions are not repeated in this section.

Each overall phase will include one or more milestone deliverables. These phases and milestones will generally be the same for remaining rollout, but there will be slight differences in the Hosted vs On-Prem customers. Each County will independently sign off on all deliverables.

Project Phase	Workstreams	Milestones
Pre-Start-up	<ul style="list-style-type: none"> • Environment Setup 	1. Environment Setup Complete
Initiation & Planning	<ul style="list-style-type: none"> • Preliminary Rollout Planning • Training Execution 	2. Project Planning Complete 3. Training Complete
Production & Closure	<ul style="list-style-type: none"> • Production Database Upgrade • Go-Live Authorization • Project Closure 	4. Database Delivery 5. Go-Live Authorization 6. Project Closure

Segment planning for the remaining rollout will start during the pilot upgrade; however, the pilot upgrade must be complete before any remaining County rollout will begin. Lessons learned from the pilot rollout will be used to improve the processes and outputs for the remaining upgrade projects.

The makeup of the remaining groupings will be determined during segment planning, with no less than 3 Counties in each group so as to maximize Aumentum Technologies resources. Contracted scope and pricing assume groupings in order to reduce overhead and expense to the Counties.

The Contractor reserves the right to change the project phase descriptions, activities and sequence during the program with lessons learned from the Pilot upgrade. Changes will be documented in the project schedule as required and mutually agreed between the Contractor and MnCCC Project Steering Committee. 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.

6.2 PRE-START-UP

6.2.1 Confirmation of Environment Setup

The Contractor will set up the production hosted environment for the hosted clients and will work with the on-premises Counties to ensure proper setup and readiness for the move to production. For on-premises customers who don't subscribe to Managed Services, any additional installation or training assistance outside of limited support during setup can be added and will follow the Change Management Process.

The County should complete setup of the on-prem environment prior to the start of their upgrade.

6.3 PHASE 1: INITIATION & PLANNING

6.3.1 Segment Rollout Planning

The Contractor will deliver a preliminary project schedule for the rollout of the remaining Aumentum upgrade customers in this segment. This planning will begin during the pilot implementation and will be mutually agreed by both the Contractor, the MnCCC and the individual Counties. The Contractor and the MnCCC will jointly determine the groupings and order of the groupings of rollouts.

6.3.2 County Training

The Contractor will define, develop and implement a training strategy in consultation with the MnCCC to provide education appropriate to the County staff. Section 3.5 describes specific details of the Training workstream.

The training sessions will occur ahead of the primary upgrade activities and will be offered several times during the rollout period. The Counties in this segment are expected to attend in groups, in order to maximize training sessions. County specific training will not be provided. The Counties in this segment may also choose to attend training during the pilot implementation if space permits. Any documentation or process guides developed during the Pilot project will be available to the other MnCCC Counties.

Included in the scope of this project is training only for the differences between the 8.6.12 version and the Aumentum Platform solution and basic data model training (differences in Platform).

Any additional training for staff will follow the Change Management Process and subject to a billable CR.

6.4 PHASE 2: PRODUCTION & CLOSURE

6.4.1 Production Database Upgrade

Execution of the Production database upgrade can take up to 72 hours, depending on the size and complexity of the data to be upgraded. In this phase the Contractor shall prepare, plan, execute, validate and balance and deliver the production system to the County. Pre-upgrade activities such as preparation and planning are key to ensuring a successful production upgrade experience. These activities can take place weeks to months ahead of executing the go live cutover process.

Execution of the go live conversion upgrade process starts with the Contractor and County winding down "in process" work in the source systems and completing any necessary activities before cutover. The County will freeze processing in the legacy and complete any back office closeout activities as required. The Contractor Managed Services Team will then take a full backup of the County production system to and complete 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.

The Contractor and County will validate and confirm balancing of the data on the final production system during production cutover using multiple automated validation and test steps. The final step towards completing validation is for Contractor 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-Upgrade
 - County to ensure wrap up of "in process" work in source systems as much as possible
 - Contractor to ensure 'system' where Upgrade will occur has enough resources (space, memory, etc.)
 - Contractor to ensure base configuration system is complete, locked down, and ready for cutover
 - Contractor and County to ensure expectations for Validation and Balancing are well defined and confirmed
 - Contractor and County to clearly communicate FINAL date for source systems ahead of Production Conversion
- Production Conversion
 - Contractor or County provides backup of production database
 - Contractor upgrades database to Aumentum Go-Live version
- Validation and Balancing
 - Contractor runs balancing and post upgrade scripts as needed
 - Contractor and County complete manual validation & balancing verification
- Delivery
 - Contractor completes delivery of Production instance
 - Contractor updates database for any manual configuration identified
 - (On-Prem) Contractor provides copy of final database to the County for deployment
 - Contractor and County confirm all external integrations are working
 - County confirms User Access
 - Contractor and County communicate Production System is available
- Post-Upgrade
 - Contractor or County ensures full system backup takes place
 - Contractor provides strategy for any post-conversion patches/scripts as needed

6.4.2 Go-Live Authorization

The activities in this phase initiate production and business process cutover. This process takes from 1-3 weeks. This is the step where the Contractor 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 Contractor teams will be responsible for various pieces of Go Live process unless otherwise agreed to within the authorization of the Change Request

- Contractor 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 Contractor and County personnel are available for Go Live work
- The County and Contractor agree the system is ready for production
- All system training as defined by the project plan has been completed
- The County has provided an updated list of any known software issues and severity rankings
- Contractor and the County have mutually agreed upon:
 - The Go Live and Post Go-Live lists that address all items ranked as Severity 1 or 2 (Critical and High) as defined by the contract terms and a plan to address them.
 - All other project issues ranked as Severity 3 or 4 will be transferred to Contractor 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 Contractor customer operations (support) team.
- Access to the previous Aumentum version and production database will be backed up and held for 60 days for the purposes of disaster recovery only. The County will not have access for parallel processing.

6.4.3 Project Closure Signoff

When the system is in a production environment and the Contractor has delivered all project closure artifacts, this phase of the project implementation will be closed, and the closeout DAS agreed. Production indicates any use of the system other than for testing.

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

- Contractor has provided a resolution 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
- Project closure joint meeting hosted by Contractor

The County has up to a period of no more than 10-days after the delivery of the Post Go-Live items, as notified by the project team, to complete testing and confirm agreement. After 10 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 Contractor 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.

6.5 ASSUMPTIONS

- Contractor will provide for one full database migration per County into the most recent Aumentum structure under the scope of this work (production readiness). Any additional upgrade runs requested will go through the Change control process. If an additional run is needed due to data sources not identified, missing data from a 3rd party system, balancing/validation outside of the materiality or margin tolerances, or data cleansing, it will require a Change Request.
- Data cleansing is not included in the scope of Contractor project work.

- For on-prem Counties not under a Managed Services contract, the County IT team will be responsible for deploying the database into their environment
- No formal, Professional Services supported End-to-End testing cycles or UAT Phases are included as part of the scope of the remaining rollouts. Counties will be given the opportunity for hands-on access during the up-front Training sessions held before their upgrade begins and can consider auditing some of the testing sessions during the Pilot upgrade, with the permission of the MnCCC and Pilot County.

6.6 MILESTONES – SEGMENT 3 ROLLOUTS

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

Milestone #	Milestone
1	Project Planning Complete
2	Training Complete
3	Go-Live Authorization
4	Project Closure

The above milestones do not include travel expenses, which are billed as incurred.

6.7 MILESTONE COMPLETION AND DAS SIGNOFF

The following section provides the DAS to be submitted and approved during this program segment. Milestone DAS will be submitted to each MnCCC County participating in this segment.

This segment will be considered complete when the County has been upgraded and all DAS signoffs completed.

6.7.1 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – SEGMENT 3: REMAINING COUNTY ROLLOUT (MILESTONE 1)

PHASE 1: PROJECT PLANNING

Purpose:

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

Acceptance Criteria:

1. Contractor has conducted a project kick-off meeting with all Counties in segment grouping (Remote).
2. All parties have made general project assignments for resources, with key resources and stakeholders identified.
3. Contractor has delivered a preliminary segment rollout plan and high-level project schedule for MnCCC and County review, and action items have been documented for next steps.

This service was completed on: _____.

This DAS was delivered on: _____.

County response period is 10 business days. After that time, this deliverable will be considered accepted unless otherwise documented in a formal response to Contractor 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 2.6.3 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; MN2022.001.01, it is agreed to proceed to the next phase of this project.

☐ Accepted

☐ Rejected

MnCCC	County	Contractor:
Signature:	Signature:	Signature:
Printed Name:	Printed Name:	Printed Name:
Title:	Title:	Title:
Date:	Date:	Date:

6.7.2 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – SEGMENT 3: REMAINING COUNTY ROLLOUT (MILESTONE 2)

PHASE 1: TRAINING COMPLETION

Purpose:

The purpose of this form is for the County to provide acceptance of the Training completion, agree that Contractor should proceed to the next phase through the lifecycle of this project phase.

Acceptance Criteria:

1. Contractor has provided on-site and/or remote training in groupings of Counties to identified key personnel ("train the trainers"), including the embedded training as part of the individual workshops.
2. All identified 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 unless otherwise documented in a formal response to Contractor 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 2.6.3 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; MN2022.001.01, it is agreed to proceed to the next phase of this project.

☐ Accepted

☐ Rejected

MnCCC	County	Contractor:
Signature:	Signature:	Signature:
Printed Name:	Printed Name:	Printed Name:
Title:	Title:	Title:
Date:	Date:	Date:

6.7.3 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – SEGMENT 3: REMAINING COUNTY ROLLOUT (MILESTONE 3)

PHASE 2: GO-LIVE AUTHORIZATION

Purpose:

The purpose of this form is for the County to authorize Go-Live and acknowledge agreement that Contractor should proceed to create a transition to a customer operations plan for the week of Go-Live..

Acceptance Criteria:

1. Contractor has provided a production cutover plan, identifying resource needs and timeline expectations. Both Contractor and County personnel are available for Go Live work.
2. The County and Contractor 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 as defined in the project plan has been completed.
5. Contractor and the County have mutually agreed upon:
 - a. Go Live and Post Go Live lists that address all items ranked as Severity 1 and 2 (Critical and High) as defined by the contract terms, along with a plan to address them (*attach detailed list to this DAS*).
 - b. All other project issues ranked as Severity 3 or 4 will be transferred to Contractor 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 Contractor 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 unless otherwise documented in a formal response to Contractor 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 2.6.3 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; MN2022.001.01, it is agreed to proceed to the next phase of this project.

☐ Accepted

☐ Rejected

MnCCC	County	Contractor:
Signature:	Signature:	Signature:
Printed Name:	Printed Name:	Printed Name:
Title:	Title:	Title:
Date:	Date:	Date:

6.7.4 DELIVERABLE ACCEPTANCE STATEMENT (DAS) – SEGMENT 3: REMAINING COUNTY ROLLOUT (MILESTONE 4)

PHASE 2: PROJECT CLOSURE

Purpose:

The purpose of this acceptance form is for the County to sign off that the system is in a production environment.

Acceptance Criteria:

1. The system is in a production environment.
2. Contractor has delivered an updated resolution plan to the final agreed list of issues as identified in the Go Live Authorization DAS.
3. Contractor has delivered a final version of the project health/status report, issue log, risk register, and change control logs.
4. Contractor has hosted a joint County project closure meeting.
5. The County has up to a period of 10-days after the delivery of the Post Go-Live items, as notified by the project team in writing, to complete testing and confirm agreement. After 10 days without further updates, the items will be considered complete and will be closed.

This service was completed on: _____.

County response period is 10 business days. After that time, this deliverable will be considered accepted unless otherwise documented in a formal response to Contractor 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 2.6.3 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; MN2022.001.01, it is agreed to proceed to the next phase of this project.

☐ Accepted ☐ Rejected

MnCCC	County	Contractor:
Signature:	Signature:	Signature:
Printed Name:	Printed Name:	Printed Name:
Title:	Title:	Title:
Date:	Date:	Date:

7 MILESTONES SUMMARY

This section summarizes the milestone information for the full program. This SOW will be an addendum to the Master Agreement No. MN2022.001.01, between the County and Contractor, and all the terms and conditions of those agreements will pertain.

Services, project and hosting environments and other project related expenses are priced according to an expected duration of 10 months for pilot and 3 months for each grouped rollout. Any duration shift that impacts pricing materially will be managed through the Change Management Process.

Segment 1: Overall Discovery

Milestone #	Milestone
1	Discovery Phase Project Planning
2	Business Process Analysis and Configuration Discovery
3	Custom PS Services (Reports / Interfaces / etc)*

Segment 2: Pilot Upgrade – Washington County

Milestone #	Milestone
1	Pilot Project Planning
2	Base System Installation
3	County Training Complete
4	End-to-End System Testing
5	Go-Live Authorization
6	Pilot Project Closure

Segment 3: Remaining Roll-out Implementations (per County)

Milestone #	Milestone
1	Project Planning Complete
2	Training Complete
3	Go-Live Authorization
4	Project Closure

8 APPENDIX A

8.1 STATUTORY REPORTS INCLUDED IN PROJECT IMPLEMENTATION

Item	Statutory Reports Included - No Additional Charge
1	PTR
2	Duplicate Homestead
3	PRISM 1 - Preliminary Assessment
4	PRISM 2 - Adjusted Assessment/Exempt/PILT
5	PRISM 3 - Final Assessment & Taxation
6	PRISM 4 - Manufactured Homes
7	Tax Statements Real and Personal Property (Final taxes)
8	Tax Statements Manufactured Homes
9	Truth in Taxation Notices (proposed taxes)
10	Valuation Notices
11	FD - Supl Table Va and Vb
12	Auditor's Certificate
13	Top Tax Payers
14	Form 51 (School Tax Receivable)
15	FD - Table IV - Total Tax Capacity Current AY
16	FD - Table V - Contribution Tax Capacity Current Pay Year
17	FD - Table V - Supplemental - C/I Tax Capacity Adjustments to Previous Year(s)
18	FD - Table VIII - Computation of Area Wide Distribution Levy Current Payable Year
19	FD - Table IX - Determination of Taxable Value Current Payable Year
20	FD - Table X - Determination of Local Area Wide Levy Calculation of Local Tax Rate Current Payable Year
21	6 Month School Tax Abatement Report
22	Yearly School Tax Abatement Report
23	County TIF Information Report
24	Levy Book
25	First year Delinquent letters
Statutory Reports - Tracked Against Contracted Bill as Used Hours	
1	Notice of Expiration of Redemption



MN2022.001.02
Managed Support Services
SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE, AND SERVICES

The attached Schedules numbered MN2022.001.02 are made and entered into pursuant, and subject to the terms and conditions of, a certain agreement MN2022.001 by and between Manatron, Inc. and the undersigned Customer and County (the "Agreement").

By and Between	And
MANATRON, INC. 2429 Military Road, Suite 300 Niagara Falls NY 14304 ("Aumentum Technologies" or "Aumentum Tech")	Minnesota Counties Computer Cooperative (MnCCC) 100 Empire Drive, Suite 201 St. Paul, Minnesota 55103 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (866) 471-2900 E-mail Address: MHenry2@HarrisComputer.com	Attention: Lisa Meredith – MnCCC Executive Director Telephone No.: 651.401.4201 E-mail Address: Lisa@mnccc.gov

AUMENTUM TECHNOLOGIES

By: Todd Richardson
(Signature)

Its: CFO
(Title)

Date: 2.29.2024

By: [Signature]
(Signature)

Its: EVP
(Title)

Date: 2.29.2024

Minnesota Counties Computer Cooperative (MnCCC)

By: [Signature]
(Signature)

Its: Aumentum User Group Chair
(Title)

Date: 3-1-24

By: [Signature]
(Signature)

Its: MnCCC Board Chair
(Title)

Date: 3.1.2024

By: [Signature]
(Signature)

Its: Executive Director
(Title)

Date: March 1, 2024



The pages below will establish the terms and conditions for the following MnCCC Counties that currently purchase or are contracted for Managed Support Services. Upon approval and signing of Master Agreement # MN2022.001, Schedules for Master Agreement # MN2022.001.01, and this Schedule for Master Agreement # MN2022.001.02 these Counties shall continue at the then current rate.

- Isanti County, MN – Managed Support Services for 3-Servers and 3-Aumentum Instances
- Polk County, MN – Managed Support Services includes Database/SQL Server/WEB/IIS Server and Batch Recovery, Aumentum Patch and Release Management
- Rice County, MN Managed Support Services for 3 Servers, 2 Aumentum instances

The following pages of this agreement, in combination with the signature page above will be used to add any additional County that wishes to purchase Managed Support Services at the then current One-Time and Annual Fees based on the specific Managed Support Services being requested.



The attached Change Control Schedules numbered MN2022.001.02-MSS-XXXXXXXXXX are made and entered into pursuant, and subject to the terms and conditions of, a certain Master agreement MN2022.001 by and between Aumentum Tech and the undersigned Customer and County (the "Agreement").

This agreement will confirm the request for the following products and professional services at the price(s) indicated below.

THIRD PARTY SOFTWARE

QTY	DESCRIPTION	ONE TIME FEES
1	LogMeIn	Included
	TOTAL THIRD-PARTY SOFTWARE FEES	Included

PROFESSIONAL SERVICES

QTY	DESCRIPTION	MONTHLY FEES
1	Managed Support Services ??-Servers: SQL, WEB, and Batch ??-Instances: Production, Practice, and Training	\$X,XXX.00/Month
	TOTAL PROFESSIONAL SERVICES PRICE	\$X,XXX.00/Month

Aumentum Tech's Obligations

- a. Aumentum Tech will provide Managed Support Services that includes the management and deployment of all patches, releases, fixes, and scripts into all Aumentum Tech instances as listed in the description. Aumentum Tech will be responsible for deployment of custom reports as they are developed.
- b. Aumentum Tech will provide comprehensive proactive system monitoring of the operating system, Aumentum related third-party software and server hardware. If an issue is identified Aumentum Tech will attempt to resolve. If onsite IT assistance is required, Aumentum Tech will notify County.
- c. Aumentum Tech will access County computer systems as required, pursuant to the following conditions: Prior to any release, fix, patch, or script being applied Aumentum Tech will receive approval from the County and direction for the timing of applying the release, fix, patch or script and the appropriate instances in which to apply. After receiving approval from County, Aumentum Tech will take action as approved. Application of any release as well as requests for data refreshes will be applied per the schedules listed below:
 - a. Requests by the County received by Aumentum Tech prior to 12:00 pm Eastern Time will be applied no later than the close of business the next business day.
 - b. Requests by the County received by Aumentum Tech after 12:00 pm Eastern Time will be applied no later than the close of business two days following the request.



- c. Under special conditions and by mutually agreeable terms, requests for the application of releases, fixes, patches, or scripts or requests for a database refresh can be provided by Aumentum Tech during normal business hours.
- d. Requests for the application of releases, fixes, patches, or scripts or requests for a database refresh of non-production Aumentum Tech instances will be provided by Aumentum Tech during normal business hours unless expressly denied by the County.
- e. To the extent it is applicable this agreement shall be governed by the Minnesota Government Data Practices Act.
- f. Notwithstanding any other provision of this Agreement, the Software Maintenance Agreement, the Aumentum Tax System license agreement, or any other agreements between the parties, Aumentum Tech hereby agrees to cooperate in good faith and allow reasonable access and use of all Covered Software and associated databases or records thereof, in order to enable the Customer to evaluate competitive software or services; and to enable Customer to recover all data. Said data shall be provided in data extract or other reasonably requested format. On expiration or any termination of any of the aforementioned agreements; or for any other commercially reasonable purposes. Aumentum Tech warrants and agrees that it shall preserve, and Contractor (or its designees) shall be given access and the ability to export and transfer any data or other Customer generated content residing in any Covered Software for a minimum 60-day period following any expiration or termination of the applicable agreement.

1. Aumentum Tech shall, at its sole expense, be responsible for maintaining security for its own systems, servers, and communications links as necessary to protect Customer's IT Assets from internal or external threats (e.g., mail gateways, domain name resolution, time, reverse proxies, remote access, and web servers). Security controls should include, but not be limited to: (i) anti-virus/malware devices; (ii) subnet and firewall controls; (iii) IDS/IPS controls; (iv) patch management controls; (v) physical security controls; (vi) periodic scans, audits, and other customary security measures; and (vii) change management controls.

2. Aumentum Tech will notify Customer of any and all breaches to Customer's (or any of its user's) security, and shall work with and fully cooperate Customer management to identify the root cause of the incident and the potential impact, promptly and otherwise as reasonably requested.

3. Aumentum Tech shall limit the number of personnel requesting user ID's to those individuals that are directly engaged to provide services under this Agreement. Aumentum Tech will provide Customer with the full legal name of any personnel that will be issued a user id to access any IT Assets. Customer reserves the right to deny or revoke any user id request.



4. If applicable to Aumentum Tech's access path - Aumentum Tech shall notify Customer within twenty-four (24) hours of any personnel changes to Aumentum Tech's personnel who possess any user id and provide services hereunder, and Aumentum Tech shall not permit any of its personnel to share any Customer user id, and will cause each employee or other personnel to surrender and agree to assign all accounts or use of such user id on expiration or termination of this Agreement, or otherwise at Customer's written request.

5. For MSS only – Aumentum Tech will provide Customer (and the applicable user) with email or other prior notification prior to the access to any user's IT Assets to perform any services under this Agreement.

- g. Database refreshes will be performed for a reasonable amount of requests based upon the Managed Services technician time involved for each request. Should Aumentum Tech need to revisit the terms and conditions associated with the frequency of Database refreshes both parties agree to negotiate mutually agreeable adjustments to the frequency of database refreshes based on the specific needs of the County and time spent by Aumentum Tech during this process.

County's Obligations

- a. The County shall provide Aumentum Tech with access to its computer systems as required pursuant to the following conditions: Aumentum Tech provides as much notice as possible to County IT of the need for interactive access to a County computer system in order to apply a patch, fix or script to address faults or issues related to the System software or database. County must provide a username for Aumentum Tech's monitoring services to constantly access servers covered by contract. County should consider granting permanent access to Aumentum Tech to alleviate delays in Aumentum Tech's response to alerts generated by the monitoring services.
- b. The County shall be responsible for establishing and maintaining an information security program and appropriate administrative, physical and technical safeguards to: (i) ensure the security and confidentiality of all facilities, networks, systems, equipment, software, passwords/access codes, and data of Customer and its users (collectively, the "IT Assets") that may be accessed or used by Aumentum Tech personnel hereunder; (ii) use commercially reasonable means to protect against any anticipated threats or hazards to the security or integrity of such IT Assets resulting from or made possible by Aumentum Tech's ability to access or use such assets; and (iii) take reasonable security means to protect Customer and its users against unauthorized access to or use of such IT Assets resulting from or made possible by Aumentum Tech's remote, physical or other access to the IT Assets. In the event that any communications link, physical or virtual, exists between any of the Customer's systems or servers and any of Aumentum Tech's systems or servers then the County shall be responsible for establishing and maintaining an information security program and appropriate administrative, physical, and technical safeguards.



TERM OF SUPPORT SERVICES SCHEDULE: Managed Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of twelve (12) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term.

Reimbursable Expenses. County agrees to reimburse Aumentum Tech for all reasonable and customary out-of-pocket expenses, including, but not limited to, travel, tolls, parking, lodging, and communication expenses incurred by Aumentum Tech in connection with the performance of Services. Meal expenses shall not exceed Aumentum Tech's then-current per-diem amount. Travel related expenses are due and payable after Aumentum Tech performs such services in accordance with Aumentum Tech's invoice(s) that shall be sent to the County. Additional fees are due upon delivery at the actual expense. All invoices are due within 30 days of receipt.

Exclusions. Aumentum Tech's warranty obligations and other obligations under this Agreement are expressly conditioned upon County's proper use and do not include:

- 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;
- Problems and errors that Aumentum Tech and/or County cannot reproduce;
- 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
- 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. Corrections of errors, defects, and malfunctions that are traceable to any of the foregoing or to any County errors or system changes, any ISP, or any third-party hardware and/or software shall be billed at Aumentum Tech's then-current time-and-material rates, including out-of-pocket expenses.

Customer and County: All parties named on the signature page of this agreement acknowledge that communications may occur between Aumentum Tech and both the Customer (Identified as MnCCC on page 1) as well as the County.

Ongoing Professional Services fees are due and payable in advance of each term and are subject to annual increases. Professional services fees plus any travel, meals, and expenses are due and payable after Aumentum Tech performs such services in accordance with Aumentum Tech's invoice(s) that shall be sent to the County. Additional fees are due upon delivery at the actual expense. All invoices are due within 45 days of receipt.



**DELIVERABLE ACCEPTANCE STATEMENT ("DAS")
FOR SCHEDULE # MN2022.001.02-MSS-XXXXXXX**

Purpose:

The purpose of this acceptance form is for the County to sign off on the completion of the professional services detailed in the LOA.

Acceptance Criteria:

- All professional services detailed in this agreement have been performed.

These services were completed on the following date: _____.

The County response period for this DAS is ten (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 this DAS. Rejection of a DAS will result in immediate escalation.

Billing and Signatures:

We, the undersigned, agree that this project is complete. Under the terms and conditions of the LOA, the County will be billed \$_____ (100% of remaining fees due and the applicable travel related expenses) upon signing this DAS.

County, _____	Aumentum Technologies
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:



MN2022.001.03
Application Hosting

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

The attached Schedules numbered MN2022.001.03 are made and entered into pursuant, and subject to the terms and conditions of, a certain agreement MN2022.001 by and between Manatron, Inc. and the undersigned Customer and County (the "Agreement").

By and Between	And
MANATRON, INC. 2429 Military Road, Suite 300 Niagara Falls NY 14304 ("Aumentum Technologies" or "Aumentum Tech")	Minnesota Counties Computer Cooperative (MnCCC) 100 Empire Drive, Suite 201 St. Paul, Minnesota 55103 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (866) 471-2900 E-mail Address: MHenry2@HarrisComputer.com	Attention: Lisa Meredith – MnCCC Executive Director Telephone No.: 651.401.4201 E-mail Address: Lisa@mnccc.gov

AUMENTUM TECHNOLOGIES

By: Todd Richardson
(Signature)

Its: CFO
(Title)

Date: 2.29.2024

By: [Signature]
(Signature)

Its: EVP
(Title)

Date: 2.29.2024

Minnesota Counties Computer Cooperative (MnCCC)

By: [Signature]
(Signature)

Its: Aumentum User Group Chair
(Title)

Date: 3-1-24

By: [Signature]
(Signature)

Its: MnCCC Board Chair
(Title)

Date: 3.1.2024

By: [Signature]
(Signature)

Its: Executive Director
(Title)

Date: March 1, 2024



The pages below will establish the terms and conditions for the following MnCCC Counties that currently purchase or are contracted for Application Hosting Services. Upon approval and signing of Master Agreement # MN2022.001, Schedules for Master Agreement # MN2022.001.01, and this Schedule for Master Agreement # MN2022.001.03 these Counties shall continue at the then current rate for Application Hosting Services.

- Carver County, MN – Continue under existing agreements until termination.
- Nicollet County, MN
- Mower County, MN – Billed directly to the County
- Washington County, MN – Billed directly to the County – **Post Go-Live Fees will increase to \$76,500.00**



The following pages of this agreement, in combination with the signature page above will be used to add any additional County that wishes to purchase Application Hosting Services at the then current One-Time and Annual Fees based on the specific Application Hosting Services being requested.

The attached Change Control Schedules numbered MN2022.001.03-AH-XXXXXXXXXXXX are made and entered into pursuant, and subject to the terms and conditions of, a certain Master agreement MN2022.001 by and between Aumentum Tech and the undersigned Customer and County (the "Agreement").

Aumentum Tech is willing to host the Aumentum application environment. County wishes to use Aumentum Tech's Application hosting services. Accordingly, the parties agree as follows:

1. Definitions.

- a. "Application Hosting Services" is defined as providing and maintaining a computing environment for the operation of their software solution.
- b. "Attainment" shall mean the percentage of time the Product is available during a calendar month. Aumentum Technologies commits to attain a percentage of 99% or greater uptime.
- c. "Client Error Incident" shall mean any service unavailability resulting from a County application, content or equipment or the acts or omissions of any County user or County third-party provider over whom Aumentum Tech exercises no control.
- d. "Defect" shall mean any bug or error resulting from a product malfunction or interruption that causes the software to fail to operate in conformance with Aumentum Tech's then current published specifications.
- e. "Downtime" shall mean the total number of minutes in a calendar month in which the Products are not available for any type of Client use. Downtime shall include those instances where the County has lost system connectivity as well as system responsiveness where the system is essentially not available on a practical level due to slow system response. In this instance, slow system response is required within the data center infrastructure as well as the customer site. Downtime does not include downtime caused by County or outside of Aumentum Tech Control.
- f. "Effective Date" has the meaning set forth in Section 4 of this Agreement.
- g. "Emergency Maintenance" shall mean an unscheduled remediation to "Downtime" event requiring products to not be available. County will be provided with an 8-hour notice of this type of maintenance.
- h. "Infrastructure" shall mean the following components that are provided as part of Aumentum Tech's Services:
 - a. Sufficient Server and storage space reserved for use by County to accommodate expected application response times for the business unit in the Aumentum Tech hosting environment, including network devices, virtualization technologies, and backups. Aumentum Tech will ensure the memory, processing power, space and disk speeds are of sufficient performance to ensure all seasonal demands, batch jobs and reporting processing efforts are responsive and can be completed during County's normal working hours and within expected durations.
 - b. Power and cooling in the Aumentum Tech hosting environment for the County's hosted GRM Application, 3rd party software and all associate hardware; and
 - c. Internet access provided to County from the Aumentum Tech's Internet Backbone.



- I. "Uptime" shall mean the total number of minutes in a calendar month that service the product is available for receiving, processing and responding to requests excluding scheduled maintenance, client error incidents and force majeure and other outages outside Vendors reasonable control.

2. Application Hosting Services.

2.1 Infrastructure Availability. Both County and Aumentum Tech agree and understand that the Product being provided incorporates elements that are under the direct control of Aumentum Tech and its third parties, the County and its third parties, as well as elements that are not under the control of either party to this agreement. Both parties agree to work together to determine in which of the above stated areas a Downtime event is attributable to and then the responsible party will resolve the issue. In the event that Downtime is attributable to an element that is outside either party's control, both parties agree to work together to resolve the Downtime issues.

2.2 Aumentum Tech Responsibilities. Aumentum Tech agrees to complete initialization of the application hosting services, including data center-based network and platform configuration as well as relocation of the application to Aumentum Tech's hosted environment. For the duration of this agreement, Aumentum Tech will be responsible for making any data center-based network or platform configuration changes that are initiated by Aumentum Tech. These services include management and deployment of all patches, releases, fixes, and scripts provided by Aumentum Tech into all instances of AUMENTUM defined within the agreement. Aumentum Tech will pro-actively monitor the hosted solution to help ensure that the solution is highly available and that downtime is minimized. To the extent it is applicable this agreement shall be governed by the Minnesota Government Data Practices Act. Notwithstanding any other provision of this Agreement, the Software Maintenance Agreement, the AUMENTUM Tax System license agreement, or any other agreements between the parties, Aumentum Tech hereby agrees to cooperate in good faith and allow reasonable access and use of all Covered Software and associated databases or records thereof, in order to enable the Customer to evaluate competitive software or services; and to enable Customer to recover all data. Said data shall be provided in data extract or other reasonably requested format. On expiration or any termination of any of the aforementioned agreements; or for any other commercially reasonable purposes. Aumentum Tech warrants and agrees that it shall preserve, and Contractor (or its designees) shall be given access and the ability to export and transfer any data or other Customer generated content residing in any Covered Software for a minimum 60 day period following any expiration or termination of the applicable agreement.

2.3 Managed Services. Managed Services are included in the Aumentum Cloud Solution. Managed Services are provided by a team of multi-skilled engineers including Network, Database, Application Deployment, and Systems Administrators. These services include network configuration from Aumentum Cloud to on-prem edge. Database administration, maintenance and performance tuning, management and deployment of all patches, releases, fixes, and scripts provided by Aumentum Technologies Customer Operations Lower environment administration including environment refreshes.

Managed Services provides an efficient process to request tasks and environment activities via an email to managedservices.support@augmentumtech.com. Production environment requests submitted by 12PM EST will be serviced after hours and by next business day. Production environment requests submitted after 12PM EST will be serviced after hours the following day and by the following business day. Lower environment requests submitted by 12PM EST will be serviced during business hours by end of next business day. Lower environment requests submitted after 12PM EST will be serviced during business hour by end of the following business day. Special requests can be coordinated with the Managed Services team during critical business processing.

2.4 Security. Aumentum Tech agrees to implement commercially reasonable measures to protect the security of the hosting environment and to prohibit unauthorized access to the hosting environment. Aumentum Tech, however, makes no warranty or guarantee that the hosting environment will be free from security breaches, and Aumentum Tech expressly disclaims any liability for loss or damage caused by unauthorized access to the hosting environment. Aumentum Tech shall be responsible for establishing and maintaining an information security program and appropriate administrative, physical and technical safeguards to: (i) ensure the security and confidentiality of all facilities, networks, systems, equipment, software, passwords/access codes, and data of Customer and its users (collectively, the "IT Assets") that may be accessed or used by Aumentum Tech personnel hereunder; (ii) use commercially reasonable means to protect against any anticipated threats or hazards to the security or integrity of such IT Assets resulting from or made possible by Aumentum Tech's ability to access or



use such assets; and (iii) take reasonable security means to protect Customer and its users against unauthorized access to or use of such IT Assets resulting from or made possible by Aumentum Tech's remote, physical or other access to the IT Assets. In the event that any communications link (defined as a pre-established communications path from the IT Assets through any carrier network(s) to Aumentum Tech), systems or materials exists between any of Customer's systems or servers and any of Aumentum Tech's systems or servers:

1. Aumentum Tech shall, at its sole expense, be responsible for maintaining security for its own systems, servers, and communications links as necessary to protect Customer's IT Assets from internal or external threats (e.g. mail gateways, domain name resolution, time, reverse proxies, remote access and web servers). Security controls should include, but not be limited to: (i) anti-virus/malware devices; (ii) subnet and firewall controls; (iii) IDS/IPS controls; (iv) patch management controls; (v) physical security controls; (vi) periodic scans, audits and other customary security measures; and (vii) change management controls.

Aumentum Tech will notify Customer of any and all breaches to Customer's (or any of its user's) security, and shall work with and fully cooperate Customer management to identify the root cause of the incident and the potential impact, promptly and otherwise as reasonably requested.

3. Aumentum Tech shall limit the number of personnel requesting user id's to those individuals that are directly engaged to provide services under this Agreement. Aumentum Tech will provide Customer with the full legal name of any personnel that will be issued a user id to access any IT Assets. Customer reserves the right to deny or revoke any user id request.
4. If applicable to Aumentum Tech's access path - Aumentum Tech shall notify Customer within twenty-four (24) hours of any personnel changes to Aumentum Tech's personnel who possess any user id and provide services hereunder, and Aumentum Tech shall not permit any of its personnel to share any Customer user id, and will cause each employee or other personnel to surrender and agree to assign all accounts or use of such user id on expiration or termination of this Agreement, or otherwise at Customer's written request.
5. When Aumentum Tech receives notification of Downtime from County, Aumentum Tech will work with County to identify the causes of the incident. In the event that Downtime is related to Aumentum Tech's provided services, Aumentum Tech will promptly work with County to return County to normal operations.
6. Aumentum Tech will comply with the then current service level commitments in effect at the time of the incident that is reported by the County. Current service level commitments shall not be diminished without 60 days written notice. In the event that Downtime is related to Aumentum Tech's provided services, Aumentum Technologies will promptly work with County to return County to normal operations.
7. Aumentum Tech shall notify County at least 5 business days in advance of scheduled maintenance. In general, Aumentum Tech will schedule maintenance during non-business hours of County, however, Aumentum Tech reserves the right to schedule maintenance during business hours when technical and/or business limitations require it.
8. Maintenance of up to 8-Hours/month scheduled in advance and provided during non-business hours will not be included in the Infrastructure Availability Percentage used to calculate Service Credits.
9. Aumentum Tech shall not be held responsible for outages resulting from a Force Majeure event.

2.5 Limitations. Aumentum Tech reserves the right to amend the SLA from time to time effective upon notice to County; provided, that in the event of any amendment resulting in a material reduction of the SLA's service level, County may terminate this Agreement without penalty by providing Aumentum Tech written notice of termination during the thirty (30) days following notice of such amendment. The SLA together with Section 4 of the Application Services Hosting agreement sets forth County's remedies for any claim relating to the Services, including any failure to meet any guarantee set forth in the SLA. Aumentum Tech's records and data shall be the basis for all SLA calculations and determinations.



2.6 County Compliance. Without limiting the foregoing, County agrees that neither it nor its employees, agents, contractors or representatives shall attempt, in any way, to circumvent or otherwise interfere with any security precautions, procedural controls, Acceptable Use Policy, Change Management or other Aumentum Tech policies relating to the Aumentum Tech service offering. Any such actions may cause a disruption in service. Any disruption of services which results in the violation of these provisions shall be excluded from the Infrastructure Availability SLA and County will have no right to any Availability Service Credit or other remedy under this SLA or otherwise with respect to such disruption.

2.7 Change Management. Aumentum Tech designs its Services around an N+1 redundancy philosophy that is used to minimize outages during planned change controls. Aumentum Tech will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the County's Service. However, Aumentum Tech reserves the right to proceed with any change control if it is determined, by Aumentum Tech in its sole discretion that a change control is necessary to maintain the overall integrity of the Services or such change control will not impact County's service.

2.8 Limitation. With respect to Aumentum Tech's obligations regarding the application hosting environment, Aumentum Tech and County mutually acknowledge that data entry, communication, and storage are subject to the possibility of human and machine errors, omissions, delays, down time, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage or which may prevent access to the application. Neither party undertakes or accepts any liability whatsoever to the other for errors, omissions, delays, interruptions, or losses, unless caused by that party's willful misconduct.

County Responsibilities

2.9 Connectivity. County must have reliable and adequate Internet connectivity or a contract with Aumentum Tech for dedicated connectivity as part of a separate schedule. County must have equipment that is capable of forming a LAN-to-LAN VPN connection from the County site to Aumentum Tech's equipment. County is responsible for determining their own disaster recovery and business continuity issues in the event of connectivity failures.

2.10 End-User Environment. County is responsible for their own end-user environment, including, but not limited to, end-user machines, software, and network environment.

2.11 Application Configuration. County is responsible for the application configuration, such as, but not limited to, application settings, user configuration, and application security.

2.12 Application Information.

2.12.1 County is exclusively responsible for the content and accuracy of any data within the application hosting environment.

2.12.2 County shall retain ownership of the data (in raw form prior to any formatting by the AUMENTUM application) that is within the application hosting environment. County grants Aumentum Tech the right and license to utilize the data and agrees that Aumentum Tech shall be the sole and exclusive owner of the underlying data structure as a compilation of data.

3. Term and Termination.

3.1 Term. This Agreement shall be in effect for an initial term of three (3) years from the Effective Date as defined as follows. Services shall commence on the staging of the hosted environment(s) (Effective Date) and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term.



3.2 Termination. Either party shall have the right to terminate this Agreement immediately upon the occurrence of any of the following events of default:

4. **Pricing Terms**

4.1 Price. Customer agrees to pay Aumentum Tech the application hosting fees and other fees specified in Appendix A.

4.2 Payment Term. All payments shall be due and payable in accordance with the payment terms set forth in Appendix A. If no payment date is specified, payment shall be due within forty-five (45) days of receipt of an invoice from Aumentum Tech.

5. **General Terms.**

5.1 Customer and County. All parties named on the signature page of this agreement acknowledge that communications may occur between Aumentum Tech and both the Customer (Identified as MnCCC on page 1) as well as the County.



APPLICATION HOSTING SERVICES AGREEMENT

APPENDIX A

ONE-TIME FEES	
Description	Price
Application Hosting One-Time Set up and Implementation Fee	\$XXX,XXX.XX
Total One-Time Fees:	\$XXX,XXX.XX

Payment Terms for One-Time Fees: Aumentum Tech will invoice the County the One-Time Fees above following Go-Live of Application Hosting. Fees are due and payable after Aumentum Tech performs such services in accordance with Aumentum Tech's invoice(s) that shall be sent to the Customer. All invoices are due within 45 days of receipt.

ONGOING FEES	
Description	Annual Price
Application Hosting Support Fee	\$XXX,XXX.XX
Includes Application Hosting of _____ instance(s) Production, QA, Development of Aumentum	
Total Ongoing Fees:	\$XXX,XXX.XX

Payment Terms for Ongoing Fees: Application Hosting shall commence on Go-Live and shall continue for an initial period of thirty-six (36) months. Application Hosting Fees are due and payable upon Go-Live of Application Hosting, in advance of each subsequent annual term, and are subject to annual increases. 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.



DELIVERABLE ACCEPTANCE STATEMENT ("DAS")
FOR SCHEDULE # MN2022.001.03-AH-XXXXXXX

Purpose:

The purpose of this acceptance form is for the County to sign off on the completion of the professional services detailed in the LOA.

Acceptance Criteria:

- All professional services detailed in this agreement have been performed.

These services were completed on the following date: _____.

The County response period for this DAS is ten (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 this DAS. Rejection of a DAS will result in immediate escalation.

Billing and Signatures:

We, the undersigned, agree that this project is complete. Under the terms and conditions of the LOA, the County will be billed \$_____ (100% of remaining fees due and the applicable travel related expenses) upon signing this DAS.

County, _____	Aumentum Technologies
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

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

The attached Schedules numbered MN2022.001.04-XXXXX are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Manatron and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 2429 Military Road, Suite 300 Niagara Falls NY 14304 ("Aumentum Technologies" or "Aumentum Tech")	Minnesota Counties Computer Cooperative (MnCCC) 100 Empire Drive Suite 201 Saint Paul, MN 55103 ("Customer")
Attention: Matthew Henry, Lead Contract Administrator Telephone No.: 866.471.2900 Fax No.: E-mail Address: MHenry2@HarrisComputer.com	Attention: Lisa Christine Meredith – Executive Director Telephone No.: 651.401.4201 E-mail Address: lisa@mnccc.gov

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

AUMENTUM TECHNOLOGIES

Minnesota Counties Computer Cooperative (MnCCC)

By: _____
(Signature)

By: _____
(Signature)

Its: _____
(Title)

Its: _____
(Title)

Date: _____

Date: _____

By: _____
(Signature)

By: _____
(Signature)

Its: _____
(Title)

Its: _____
(Title)

Date: _____

Date: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

SIGNATURE PAGE

**PRICING IN THIS TEMPLATE WILL BE HONORED FOR ANY CONTRACT SIGNED
THROUGH 12.31.2025**

Date: February 29, 2024

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SOFTWARE SCHEDULE FOR MnCCC

Schedule MN2022.001.04 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

SOFTWARE				
Software Description	Quantity	Unit Price	Total Price	Comments
Aumentum Tax	1	\$0.00		Tier #1 0-10,000 parcels \$60,000 OTLF
Aumentum Records	1			Tier #2 10,001-13,000 parcels \$75,000 OTLF
Aumentum Assessment Administration	1			Tier #3 13,001 - 30,000 parcels \$6.09 per parcel OTLF
Aumentum Levy	1			Tier #4 30,001 - 110,000 parcels \$4.87 per parcel OTLF
Total Software Fees:			\$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: February 29, 2024

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR MnCCC

Schedule MN2022.001.04 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price	Comments
Aumentum Tax			\$33,819.00 Per New Non-Aumentum County
Aumentum Records			
Aumentum Assessment Administration			
Aumentum Levy			
Total Maintenance & Support Services Fees			

TERM OF SUPPORT SERVICES SCHEDULE: Support Services increases shall commence upon Go-Live or as mutually agreed. Maintenance & Support shall continue for initial terms of thirty-six (36) months. This Schedule shall renew upon mutual written agreement for additional terms of twelve (12) months or for terms mutually agreed upon and memorialized in a written agreement. Additionally, either party may provide the other with written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent term. If Support Services are discontinued by Customer or terminated for any period and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

Date: February 29, 2024

PROFESSIONAL SERVICES SCHEDULE FOR MnCCC
 Schedule MN2022.001.04 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES					
General Description of Services	Days/ Quantity	Unit Price	One-Time Fees	Annual Fees	Comment
Implementation Services Pilot #1 Site	1	\$ 2,530,836.00	\$ 2,530,836.00		Post Pilot Schedule TBD
Implementation Services (After Pilot)	1	\$ 480,249.00	\$ 480,249.00		
Total Professional Services Fees:				\$ -	

All Professional and Consultation/Training Services Fees are quoted at the current rate. Increases in the hourly Professional Services rate for the following year will be communicated to MnCCC by May 15th of the year prior to the change.

PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Aumentum Tech shall invoice Professional Services Fees in accordance with the mutually agreed-upon billing milestones and Deliverable Acceptance Statements and in accordance with Aumentum Tech's Invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Aumentum Tech's Professional and Consultation/Training Services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) A minimum of 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...unless mutually agreed upon.
- (7) Training may be provided virtually, in person, or hybrid.
- (8) Training may be recorded. Recorded training shall be provided only to the Customer. Customer agrees to protect all Confidential & Intellectual property contained in recorded training per the terms of the Master Agreement.

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 state 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 Contractor will cancel the planned travel.

All Contractor travel will require a 15-day advance booking, per corporate policy. Travel expenses include travel time at a minimum amount of 8 hours per round trip per Contractor Staff (billed at \$85 an hour). Any travel deemed necessary outside of the estimated contracted budget will require a billable change request.

Office Facilities

The County shall provide timely access during their regular business hours to office facilities for Contractor personnel while they are on-site. If after-hours access is necessary Contractor shall pre-arrange with the County. These facilities shall include work areas, desks and chairs, telephones and wireless access, copier machines, and access to a document scanner. Contractor and County shall coordinate all arrangements prior to Contractor arriving on site.

Facilities Access

The County shall provide timely access to all required areas of their premises for Contractor 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.

Documentation

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

Date: February 29, 2024

SUMMARY SCHEDULE FOR MnCCC

Schedule MN2022.001.04 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	Price
SOFTWARE	
PROFESSIONAL SERVICES	\$ -
Total One-Time Fees:	\$ -
Contingency Hours	
TOTAL PRICE	\$ -

Payment Terms for One-Time Fees: Aumentum Tech shall invoice One-Time Fees as follows, in accordance with the mutually agreed-upon billing milestones and Deliverable Acceptance Statements, and in accordance with Aumentum Tech's invoice(s) that shall be sent to the Customer. All invoices are due Net 45.

ONGOING FEES	
Description	Quarterly Price
SOFTWARE SUPPORT SERVICES	\$ -
Total Ongoing Fees:	\$ -

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 8.2 of the Master Agreement. All invoices are due Net 45.

Date: February 29, 2024

MINIMUM SPECIFICATIONS FOR MnCCC

Schedule MN2022.001.04 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. MN2022.001 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: February 29, 2024

BOARD RATIFICATION STATEMENT

The Board of _____ has ratified the MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES between AUMENTUM TECHNOLOGIES (MANATRON, INC.) and the Minnesota Counties Computer Cooperative (MnCCC) on behalf of the Aumentum Tax User Group for the implementation, maintenance and support of the Aumentum Platform software. The Agreement will be effective March 1, 2024 through March 1, 2027 with up to three additional one-year extensions unless the Aumentum Tax User Group votes not to extend the contract and requires MnCCC to provide at least 90-day notice to Aumentum Technologies. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this project.

Signed: _____
Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____

NICOLLET
COUNTY EST. 1853

Agenda Item: Consider Resolution to Apply for PLSS Grant		
Primary Originating Division/Dept.: PPSD		Meeting Date: 03/26/2024
Contact: Jaci Kopet	Title: PPSD Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes		
Presenter: Jaci Kopet	Title: PPSD Direcotr	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: (Select One) Financial Security - prudent use of taxpayer resources		
BACKGROUND/JUSTIFICATION: The 2023 Legislature created the Public Land Survey System (PLSS) Monument Grant Program. The program allocates funding statewide for counties to complete land surveys to restore, maintain, and/or update PLSS corners or for research projects to review and update land survey records. Nicollet County Property and Public Services have been working collaboratively to prepare the County to apply for grant funding. The application is due April 5, 2024, and requires County Board approval to submit. The grant provides funding for important work related to these PLSS corners. Preserving and maintaining these corners serve as the foundation for our land records, make future survey work more accurate and cost effective for the county and private landowners, and will result in more accurate public records and data. Attached is a resolution for your consideration.		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Approval of the attached resolution		
FISCAL IMPACT: Other (Select One) If "Other", specify:		FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total:



RESOLUTION FOR AUTHORIZAITON TO SUBMIT A



PROPOSAL TO THE LEGISLATIVE-CITIZEN COMMISSION ON

MINNESOTA RESOURCES FOR PULBIC LAND SURVEY SYSTEM RESTORATION (PLSS) T58R13

WHEREAS, The Nicollet County Property & Public Services Department has the opportunity to request funding from the Legislative-Citizen Commission on Minnesota Resources (LCCMR) for the project titled “PLSS Restoration T58R13” up to the amount of \$300,000 in the Environment and Natural Resources Trust Fund (ENRTF); and

WHEREAS, The Nicollet County Property & Public Services Director has reviewed the funding request and the “Duties of a Fiscal Agent” document provided by the State and is fully aware of the work that will occur if funded, the project timeline, and the project budget.

THEREFORE, BE IT RESOLVED, That the Nicollet County Board authorizes the Nicollet County Property & Public Services Director to submit a proposal for the project titled “PLSS Restoration T58R13” up to the amount of \$218,000 for grant funding from the Environment and Natural Resources Trust Fund (ENRTF) funding from the Legislative Citizen Commission on Minnesota Resources (LCCMR).

RESOLVED FURTHER, That the Nicollet County Board authorizes the Nicollet County Property & Public Services Director to act as a fiscal agent if funding is awarded for the 2024 project titled “PLSS Restoration T58R13”, and will comply with all terms as stated in the fiscal agent agreement

Dated this 26th day of March, 2024

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board



MARCH 12, 2024
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, March 12, 2024 following the adjournment of the regular Board of Commissioners meeting. Present at the meeting were Commissioners Morrow, Dranttel, Kolars, Dehen, and Zins. Also present were County Administrator Mandy Landkamer, County Attorney Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the agenda. Motion carried with all voting in favor.

Consent Agenda

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the consent agenda items as follows:

- a. February 27, 2024 Drainage Minutes

Motion carried with all voting in favor.

Public Appearances:

Lynn Fluegge, resident, came forward to inquire about insurance on the pump station related to the CD 86A improvement project. Commissioner Morrow stated that the CD 86A improvement project will be discussed next and staff will share more information at that time.

Public Works

County Ditch 86A Improvement Project

On February 27, 2024, the Drainage Authority voted to appoint a substitute engineer, Houston Engineering, Inc., to examine what, if any, additional work is needed to complete the improvement project. The Drainage Authority further voted to direct Chris Otterness of Houston Engineering, Inc, to prepare a report detailing alternatives and costs for additional work on the CD 86A improvement project that may serve the best interests of the drainage system as a whole. Attorney Zehnder Fischer also asked the Drainage Authority to authorize the signing of contract with Houston Engineering once contract terms are agreed to and the contract is reviewed by Attorney Zehnder Fischer and Engineer Greenwood. Attorney Zehnder Fischer noted that insurance is still being investigated.

Motion by Commissioner Zins and seconded by Commissioner Dranttel to approve the February 27, 2024 Findings of Fact related to the CD 86A Improvement Project. Carried with all voting in favor.

Motion by Commissioner Dehen and seconded by Commissioner Zins to authorize Attorney Zehnder Fischer and Director Greenwood to approve the contract with Houston Engineering, Inc. when finalized. Carried with all voting in favor.

Adjourn

The meeting was adjourned at 9:23 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

DRAFT