

Recorder's Office Cover Sheet

Recording Requested By:

Name: Peace Ruggia

Department: Technology Services

Item ID/Agreement #: DC-759-2024



00183063202410094340100100

SHAWNYNE GARREN, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other

specify: \_\_\_\_\_

FILED

NO. DC-759-2024

6/25/24  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY [Signature] DEPUTY



# Statement of Work

## Managed Services Agreement – Operate OnBase Upgrade

### Prepared For

Peace Ruggia, Chief Technology Officer  
Mike Avila, Acting IT Manager  
Douglas County, Nevada

### Prepared By

Matt Hofhenke, Sales Executive  
Shannon Olsen, Client Success Advisor - Team Lead  
Greg Albert, Chief Operating Officer  
Jeff Luker, Director of Managed Services

16 May 2024

# NAVIANT®

201 Prairie Heights Drive | Verona, WI 53593 · 888.686.4624 · [naviant.com](http://naviant.com)



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# PROJECT SCOPE

## Project Objectives

Naviant, Inc. (“Naviant”) will provide Douglas County, Nevada (“Customer”) with the managed services outlined in this Statement of Work (sometimes referred to as “SOW” or “Agreement”).

Naviant Managed Services allows customers to transition internal IT operations to Naviant’s Managed Service Team. As an enhanced service offering to a Naviant Support Level Agreement (“SLA”) for Customer-initiated requests or assistance, Naviant Managed Services will provide proactive, ongoing responsibility for monitoring, managing, and/or problem resolution, as applicable, for Naviant-supported software solutions. Naviant Managed Services provides expert technical knowledge, industry experience, and thought leadership to assure a preventative approach to solution stability, scalability, and reliability.

Naviant Managed Services is provided in addition to the services and benefits provided under the Naviant Support Level Agreement (SLA). Naviant SLA is required as a foundational support service for Managed Services.

1. This Managed Services Agreement is for a 12 month term that will commence on a mutually agreed upon date following the execution of this Agreement (“Initial Term”).
2. This Agreement provides for 5 hours of Managed Services per week. Any Managed Services Agreement hours not used during a given week shall not carry over to subsequent weeks. Naviant will be available beyond the 5 hours per week to support any critical or system-down issues.

## Project Scope

This Agreement provides for Naviant Managed Service Operate offering for Hyland OnBase. The Naviant Managed Services team will perform the following listed below from a remote site using secure VPN access provided by Customer. This Agreement also includes Professional Services hours for allocated to a separate OnBase Upgrade project.

## Managed Services - Operate

This offering will focus on ongoing administration and support of Customer’s OnBase Production environment.

### Activities

- Systems Support
  - **Hands-on Production Break/Fix Support** for User-reported issues, including triage, prioritization, technical support, and internal & external communication
  - **Proactive Monitoring and Mitigation of Issues** via Daily System Health Checks on Services, Processes, and Alerts
  - **Training and Education for End Users** through remote-hosted working sessions and Naviant-provided reference documentation, as needed
  - **Integration Support**, including monitoring integration log files for issues identified by or impacting upstream or downstream systems
  - **Code reviews and production deployment support** that aligns with your existing Change Control policies and procedures
  - **24/7/365 access to Naviant’s On-Call resources** for critical after-hours issue support
- Additional Administrative Support from Naviant
  - Serve as your liaison with Hyland Tier 2 and Tier 3 support for bugs and/or issues requiring development
  - Regular communication on key metrics, accomplishments, and issues requiring escalation
  - Hyland licensing & maintenance schedule tracking

### Execution

- **Required Access**
  - Point of contact/ relationships with integrated solutions teams as well as Database Team
    - Firewalls
    - Servers
    - Database
    - File Share Access
    - Other Integrated Platforms Not Explicitly Named
  - Names and Passwords of all OnBase and Windows Service Accounts
    - Dev, Test and Prod
  - Database Access
  - User Group Access for OnBase and Internal Form Creation
  - Direct access to Production issue/ticketing system(s)
  - Administrator Access to All Environments
    - Dev, Test and Prod
  - Visual Studio License

### Measurement of Success

- **Proposed KPIs and Metrics**
  - Average Response Time on Production Issues
  - Open Ticket Count Trend week-over-week

## OnBase Upgrade

Customer has requested the Naviant provide professional services assistance for the upgrade of the existing OnBase, on new servers. Naviant provides the upgrade software at no additional charge as part of Customer's up-to-date payment of Manufacturer Software Maintenance. Naviant Professional services will provide remote assistance to upgrade two environments. Customer **has not** requested a refresh of Test environment from Production environment as part of this upgrade project's tasks.

## Services Included

- **Upgrade of Test**
  - Create/Verify ODBC Connections
  - Install OnBase Version 23 (24) Configuration Client and database Utility
  - Execute upgrade of DB to Version 23 (24)
  - Install OnBase Version 23 (24) Application Server
  - Install OnBase Version 23 (24) Web Server
  - Configuration for Authentication of AppServer and Web Servers
  - Install Clients on Server
  - Run Basic Test (import, retrieve, view)
  - Install OnBase Version 23 (24) of Unity Scheduler
  - Install OnBase Version 23 (24) Diagnostics Service
  - Assistance during Testing
- **Upgrade of PROD**
  - Create/Verify ODBC Connections
  - Install OnBase Version 23 (24) Configuration Client and database Utility
  - Execute upgrade of DB to Version 23 (24)
  - Install OnBase Version 23 (24) Application Server
  - Install OnBase Version 23 (24) Web Server
  - Configuration for Authentication of AppServer and Web Servers
  - Install Clients on Server
  - Run Basic Test (import, retrieve, view)
  - Install OnBase Version 23 (24) of Unity Scheduler

- Install OnBase Version 23 (24) Diagnostics Service Project Management

## Services Not Included

- Naviant will provide server-side upgrades and installs, and Customer will be responsible for all user/client/workstation upgrades, configuration changes, and/or installations as appropriate.
- Upgrade tasks do not include installation on new servers, nor the database being moved to a new server.
- Updates to custom/legacy HTML Forms, Scripts, Custom Web Services, Complex 3<sup>rd</sup> party integrations and configuration not specifically identified in the upgrade SOW.
- Upgrade to Brainware Solution and any other solution not outlined in the Services Included section.
- Refresh of configuration or data to Test from Production is not included in this agreement.

## Customer Upgrade Responsibilities

The installation of this solution may require assistance from the Customer's IT staff to obtain access to the servers and network devices the solution may reside on; and thus, it is required that the Customer schedule their IT resource and customer personnel assigned to this project to be available within 30 minutes of Naviant being onsite for installation. If Naviant personnel need to wait for longer than 30 minutes for an IT resource to be available for assistance with the installation, the Customer will be charged in ¼ hour increments at the prevailing rate for the time lost. Customer will be responsible for additional equipment cabling, except as specifically set forth to be provided by Naviant. In the event Customer will be required to provide specific additional equipment prior to installation, it is the responsibility of Customer to provide the necessary versions of network OS, server software, database, hardware, browsers, and desktop OS to work with the proposed solutions prior to the scheduled Project milestone or task requiring additional equipment, or costs may be incurred by the Customer. Customer will be responsible for the actual results with hardware operations (including among other aspects, network, server or scanner speeds; personnel requirements; and costs) and results may vary from those indicated due to overall network environment, volume estimates, personnel and other factors

## Renewal

Unless Customer notifies Naviant of intent to terminate this Managed Services Agreement in within thirty (30) days prior to expiration of the Initial Term, this Agreement shall automatically renew for an additional term of the same length as the Initial Term ("Renewal Term") and shall thereafter renew for additional terms until canceled by either party in writing via electronic mail, certified mail or registered mail within thirty (30) days prior to the anniversary date of the then current Renewal Term. Naviant shall have the right to change the rates in the Managed Services Agreement for any Renewal Terms upon written notice to Customer at least forty-five (45) days prior to any anniversary date of this Managed Services Agreement.

## Professional Services

Customer shall pay Naviant the monthly fees for the performance of Naviant Managed Services as set forth in the Project Pricing below and in accordance with the Master Terms. If Customer determines that additional or fewer hours are required under this Agreement, then a Change Order Authorization shall be prepared and approved by both parties prior to any change in the Project Pricing. If On-Site Services are requested, Travel & Expenses in accordance with this Agreement shall be invoiced at actual cost.

After hours or weekend work is billed at a multiplier of 1.5 hours per hour worked (outside of standard Monday to Friday, 7:00 AM to 7:00 PM CT), and these non-standard hours of work must be scheduled in advance and agreed to by Naviant.

## Change Orders

This SOW has been prepared in accordance with Naviant's understanding of Customer requirements and the "Services Scope" based on the information provided by Customer to Naviant at this time. Although Naviant makes reasonable attempts to provide accurate estimates, estimates may change as further details of the solution are identified. In the event that additional products and/or services beyond those outlined in this SOW are required, a "Change Order Authorization" will be generated outlining the details, as well as time and cost estimates, of the

modifications to this SOW. A Change Order Authorization must be authorized, approved, and executed by Naviant and Customer in order for the modifications to be incorporated.

In order to ensure that assignments are carried out in a timely manner so as not to impact the project schedule, Customer is responsible for directing the work assigned to its staff and 3<sup>rd</sup> party service providers. In the event that the SOW project schedule is delayed or needs to be extended due to a failure of Customer's staff and/or 3<sup>rd</sup> party service providers to complete assigned work in a timely manner, Naviant shall be entitled to an extension of time and/or cost impact as set forth in a Change Order Authorization.



## PROJECT PRICING

Managed Services				
Description	Term	Hours / Week	Total Month	Total Annual
Managed Services (Standard Hours)	12	5	\$5,000	\$60,000
<b>Subtotal (Invoiced Monthly)</b>				<b>\$60,000</b>
Software Level Agreement				
Description				Total
Software Support Level Agreement (SLA)				\$6,115.22
<b>Subtotal (Annual Recurring)</b>				<b>\$6,115.22</b>
OnBase Upgrade Professional Services				
Description			Days	Total
Professional Services			7	\$9,889.00
Naviant SLA 35 Hours Discount				(\$7,700.00)
<b>Subtotal (One time cost)</b>				<b>\$2,189.00</b>
Total Cost				
<b>Total</b>				<b>\$68,304.22</b>

1. Managed Services Professional services are incurred on a Fixed Fee basis, billed monthly on or around the first day of each month for the month of service. Travel time will be billed to Customer at the rate of \$110 per hour. Related expenses (mileage, transportation, lodging, meals, etc.) will be billed in arrears on a monthly basis at the actual cost incurred.
2. Upgrade Professional services are incurred on a Fixed Fee basis and will use milestone billing. Related expenses (mileage, transportation, lodging, meals, etc.) will be billed on a monthly basis at the actual cost incurred. Professional services will be invoiced based on the following milestones:
  - a. 50% will be invoiced upon receipt of Customer-executed SOW, and if applicable Customer-required Purchase Order.
  - b. 50% will be invoiced upon the earlier of 30 days after project Go-Live (move to production) or completion of the project deliverables.
3. Please note, subtotals do not include applicable sales tax. If applicable, sales tax will be assessed during the course of the project and/or on the final invoice.
4. Customer agrees to abide by the provisions set forth in the SLA Provisions. These provisions are available at [www.naviant.com/customer-support](http://www.naviant.com/customer-support).

## SIGNATURE PAGE

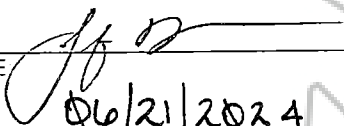
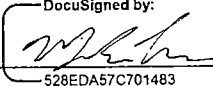
CUSTOMER NAME Douglas County, Nevada	
PROJECT CONTACT Peace Ruggia	
BILLING ADDRESS (only required for New Customers)	SHIPPING ADDRESS
ATTENTION	ATTENTION
SPECIAL INSTRUCTIONS	
PURCHASE ORDER (PO) REQUIREMENT Is a PO Required by Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Purchase Order #	

This Agreement is entered into pursuant to and incorporates the foregoing, including Appendices, Exhibit and Schedules, if any, and the Master Terms & Conditions ("Terms") dated 5/4/2023. This Agreement represents the final description and scope of the Agreement between the parties. Any previous drafts of this Agreement or previous documents used to evaluate this project are not part of this Agreement. Naviant will not be obligated to accept any agreement which has not been signed and returned by Customer to Naviant within thirty (30) days from the date on this Agreement.

This Agreement has been prepared in accordance with Naviant's understanding of Customer requirements based on the information provided by Customer to Naviant. Therefore, it is understood and agreed that any additional hardware, software, professional services, and maintenance requests above and beyond the original scope of this Agreement will be billed in addition to those listed in this Agreement.

If a PO is required, the PO number must be inserted above upon Customer's execution of this Agreement. Any terms and conditions appearing in any PO shall have no effect unless agreed to in writing by both parties hereof.

**Upon signed acceptance, please return the entire document to "Attention: Naviant Sales Support" via email or fax at purchasing@naviant.com or 608-848-0901. Acceptance creates a binding contract.**

CUSTOMER		NAVIANT, INC.	
NAME:	Michael Avila Jenifer Davidson	NAME:	Michael Carr
TITLE:	County Manager	TITLE:	President & CEO
SIGNATURE		SIGNATURE	DocuSigned by: 
DATE	06/21/2024	DATE	528EDA57C701483 6/20/2024





201 Prairie Heights Drive  
Verona, WI 53593-2209

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Voice: 888-686-4624  
Fax: 608-848-0901

www.naviant.com

**SOFTWARE & HARDWARE SUPPORT MAINTENANCE AGREEMENT RENEWAL ("RENEWAL")**

06/18/2024

Douglas County - NV  
Ann Damian  
PO Box 218  
Minden, NV 89423

Prior Contract #: 00004458  
Customer #: DOUCTY  
HSI Number: 40095  
Version: 20.8.10 (Build 1000)

Naviant, Inc. ("Naviant") provides support and maintenance for software and hardware via Manufacturer Maintenance ("Vendor Maintenance"), Software Support Level Agreements ("SLA's"), and Hardware Preventive Maintenance Agreements ("PMA's"). This Renewal covers the following support and maintenance elements for your current system configuration. The Customer agrees to abide by the provisions set forth in the SLA Provisions, PMA Provisions, as well as Vendor Maintenance. These provisions are available at the URLs below. This Renewal covers the period **from 08/01/2024 through 07/31/2025**.

General Provisions \_\_\_\_\_ SLA Provisions \_\_\_\_\_ PMA Provisions \_\_\_\_\_

Vendor Maintenance			
License	Product Description	Qty	Price
SW-Hyland OnBase	OnBase Software Subscription and Hosting	1	USD 50,960.16
SW-Hyland OnBase	Hyland Extended Support Fee	1	USD 12,740.04
SW-Hyland OnBase	Waiver on Extended Support fee with upgrading to current version of OnBase. Upgrade must be committed by 07/31/2024, and completed into production by 04/30/2025 to not be charged fee for the 2024 contract year.	1	USD (12,740.04)
Vendor Maintenance Total:			USD 50,960.16

Software Support Level (SLA)		
SW-Support Level Agreement	SLA 1: Processing with MS Agreement	Price
		USD 0.00

Hardware Preventive Maintenance (PMA)			
Product Description	Serial No.	PMS	Price
Hardware Preventive Maintenance Total:			USD 0.00

Grand Total: USD 50,960.16

A copy of your renewal invoice referencing the contract number above will be sent directly to your accounts payable department for payment. All correspondence regarding your Renewal should be directed to purchasing@naviant.com or via fax at 608-848-0901. Should you have any questions regarding this renewal, please do not hesitate to contact Naviant at 888-686-4624.

**Hardware Address Review**

Please take a minute to review the hardware locations identified below and notify us of any changes so we may better serve you.  
Michael Avila

DocuSigned by: Michael Carr  
6/20/2024  
528EDA57C701483

COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

25<sup>th</sup> day of June, 20 24

By Janice Baldor Deputy