



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C9**

For the meeting of: June 12, 2018

Date: May 18, 2018  
To: Board of Supervisors  
From: Amy S. Nilsen, County Administrative Officer *AN*  
Subject: Agreement with Sherpa Government Solutions, LLC for Budget Formulation, Management and Reporting Software

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the attached software agreement with Sherpa Government Solutions, LLC (Sherpa) to provide budget formulation, management and reporting software for a term of July 1, 2018 through June 30, 2023 for an amount not to exceed \$524,447.35;
2. Authorize the Chair of the Board to execute the proposed agreement with Sherpa Government Solutions, LLC; and
3. Direct the Clerk of the Board to return two (2) fully executed originals to the County Administrative Office.

Prepared by Elishia Hayes CAO Approval *[Signature]*

REVIEW: Auditor CS County Counsel Sm Human Resources \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:  
 Board Order No. \_\_\_\_\_  
 Meeting of: \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**  
 Upon motion of Supervisor *Fennell* Seconded by Supervisor *Wilson*  
 Ayes *Fennell, Sundberg, Bohn, Wilson*  
 Nays \_\_\_\_\_  
 Abstain \_\_\_\_\_  
 Absent *Bass*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 6/12/18  
 By: *[Signature]*  
 Kathy Hayes, Clerk of the Board

## SOURCE OF FUNDING:

Information Technology Fund 3550

## DISCUSSION:

The County Administrative Office (CAO) prepares an annual budget that includes a published Proposed and Adopted Budget book. In addition, the CAO provides quarterly updates, as needed, to address any necessary budget adjustments and to provide your Board with information on any emergent issues. The county's current financial system, OneSolution, draws on old technology and lacks the functionality needed to address the increasing demands for financial tracking and reporting. Therefore, in July 2017, the CAO began researching budget formulation and reporting platforms that would not only provide efficiencies but also improve forecasting capabilities. As part of the research, the CAO invited both Sherpa and Questica, Inc., providers of budget formulation and reporting software, to demonstrate their software capabilities to county budget staff.

Staff indicated a clear preference for the platform offered by Sherpa based on familiarity and ease of use. In addition, a demonstration was conducted with Information Technology (IT) staff in both County IT and the Department of Health and Human Services Information Services to ensure compatible functionality with county infrastructure. Staff concurred there were no foreseeable issues with our current financial software interfacing with Sherpa, nor were there any undue strains to the counties infrastructure resources anticipated. Finally, the CAO conducted interviews with the counties of San Mateo, Contra Costa and San Luis Obispo, all currently use Sherpa software. All counties provided positive feedback regarding the implementation process, customer service and usage of the Sherpa platform.

Sherpa can be used to develop, forecast, evaluate and improve all aspects of the county's Proposed and Adopted budgets, including operating, internal service funds, Measure Z and other supplemental budget and appropriation transfer needs. In the development of the budget, the software will be able to perform salary projections for multiple bargaining units and benefit plans; calculate internal service charge cost allocations; and track key performance indicators. Sherpa will be administered by the County Administrative Office – Management and Budget Team. Departments will be involved in most aspects of the system's implementation, including development of the project calendar, process and workflow improvements, system testing, budget book design and reporting, and end user training. Sherpa will interface with OneSolution Finance and Administration System. In addition, Sherpa is capable of publishing the Proposed and Adopted Budget books, including the State-Mandated Controller's Schedules. This will offer an ease and time savings to the formation of the Proposed and Adopted budget books and provide for increased compliance with the State Controller's Office.

In May 2017, the County of San Mateo conducted a Request for Proposals (RFP) seeking to acquire a new budget software application. After several months of review and demonstrations from the RFP respondents, the San Mateo County RFP Evaluation Committee selected Sherpa Government Solutions. On October 31, 2017, the County of San Mateo approved an agreement with Sherpa Government Solutions to provide budget formulation and management software for budgeting and performance analysis and reporting. Cooperative Purchasing language was included in San Mateo's RFP process and Sherpa agreed to extend proposed services to other local jurisdictions. Therefore, the cooperative purchasing language allows the County of Humboldt to utilize San Mateo's competitively bid selected vendor and reduce the time and expenses associated with conducting an RFP in-house.

Accordingly, staff recommends your Board approve the attached agreement with Sherpa Government Solutions, LLC to provide budget formulation, management and reporting software for a term of July 1, 2018 through June 30, 2023.

FINANCIAL IMPACT:

The total cost for services under this agreement are not to exceed \$524,447.35. The cost for fiscal year (FY) 2018-19 has been included in the proposed budget and shall not exceed \$236,540.67 for the purchase, implementation and annual maintenance of the software. On-going expenditures for future fiscal years shall not exceed \$71,976.67 annually. All costs associated with Sherpa will be paid for from the County Administrative Office – Information Technology budget (3550-118).

This agreement supports your Board’s Strategic Framework Priorities for New Initiatives by managing resources to ensure sustainability of services and providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may decide not to approve the proposed agreement with Sherpa. However, this alternative is not recommended because the services provided by Sherpa are needed to provide for an enhanced and efficient budget process.

ATTACHMENTS:

Agreement with Sherpa Government Solutions, LLC

**SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
SHERPA GOVERNMENT SOLUTIONS LLC  
FOR FISCAL YEARS 2018-2019 THROUGH 2022-2023**

This Agreement, entered into this 12 day of June, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Sherpa Government Solutions LLC, a Colorado limited liability company, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its County Administrative Office – Management and Budget Team, desires to retain a qualified professional to install, implement, host, support and maintain a Budget Formulation, Management and Reporting Software ("Software") system and provide training and support services related to the use and operation thereof; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. GRANT OF LICENSE AND DESCRIPTION OF SERVICES:

A. Grant of License. Subject to the terms and conditions of this Agreement, CONTRACTOR hereby grants to COUNTY a non-exclusive, non-transferable and non-sublicensable license for unlimited access to, and use of, the Software as set forth in Exhibit A – Scope of Licenses and Services and Addendum A – Additional Terms and Conditions, which are attached hereto and incorporated herein by reference.

B. Provision of Professional Services. CONTRACTOR agrees to furnish the development, installation, implementation, hosting, technical support, maintenance and training services described in Exhibit A – Scope of Licenses and Services. In providing such services, CONTRACTOR agrees to fully cooperate with the Humboldt County Administrative Officer, or a designee thereof, hereinafter referred to as "County Administrative Officer."

2. TERM:

This Agreement shall begin on July 1, 2018 and shall remain in full force and effect until June 30, 2023, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. Either party may terminate this Agreement in the event that the other party fails to adequately perform any of its obligations hereunder within the time limits specified herein, violates any ordinance, regulation or other law applicable to its performance hereunder

or otherwise fails to comply with the terms or conditions set forth herein, and such default or violation continues un-remedied for a period of ten (10) days following written notice thereof.

- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Termination for Insolvency. Either party may immediately terminate this Agreement, if the other party files for bankruptcy, becomes insolvent or makes an assignment of a substantial part of its property for the benefit of creditors.
- E. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for unpaid license and/or service fees incurred pursuant to the terms and conditions of this Agreement through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.
- F. Effect of Termination. Upon termination of this Agreement, COUNTY, and its agents, officers, officials and employees, shall immediately cease use of all Software and proprietary information provided by CONTRACTOR pursuant to the terms and conditions of this Agreement. Within thirty (30) days after any termination, COUNTY shall irretrievably destroy, or upon CONTRACTOR's request, deliver to CONTRACTOR all copies of the Software and proprietary information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. COUNTY must certify to CONTRACTOR in writing that it, and its agents, officers, officials and employees, have satisfied the obligations set forth herein. COUNTY shall not be entitled to a refund of any payments made thereby upon termination of this Agreement. For the avoidance of any doubt, termination of this Agreement shall strictly apply to all Software licensed under this Agreement and its addendums, exhibits and order forms.

#### 4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the licenses and services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Five Hundred Twenty-Four Thousand Four Hundred Forty-Seven Dollars and Thirty-Five Cents (\$524,447.35). In no event shall the maximum amount paid under this Agreement exceed Two Hundred Thirty-Six Thousand Five Hundred Forty Dollars and Sixty-Seven Cents (\$236,540.67) for fiscal year 2018-2019, and Seventy-One Thousand Nine Hundred Seventy-Six Dollars and Sixty-Seven Cents (\$71,976.67) per fiscal year for fiscal years 2019-2020 through 2022-2023. CONTRACTOR agrees to provide all licenses and perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for the licenses and services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.



- C. Additional Licenses and Services. Any additional licenses and services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.
- D. Taxes. COUNTY shall be responsible for the payment of any and all taxes, excluding income taxes assessed against CONTRACTOR, arising out of this Agreement.

5. PAYMENT:

- A. Invoices. CONTRACTOR shall submit to COUNTY invoices, per the schedule outlined in Exhibit B – Schedule of Rates, which itemize all of the licenses and services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by the County Administrative Officer and the County of Humboldt Auditor-Controller. Payment for the licenses and services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices shall be sent to COUNTY at the following address:

COUNTY: County Administrative Office – Management and Budget Team  
Attention: Christopher Shaver, Assistant County Administrative Officer  
825 Fifth Street, Room 112  
Eureka, California 95501

- B. Late Payments. Any invoices not paid when due shall accrue interest at the rate of eighteen percent (18%), or the maximum amount allowed by law, per annum.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County Administrative Office – Management and Budget Team  
Attention: Christopher Shaver, Assistant County Administrative Officer  
825 Fifth Street, Room 112  
Eureka, California 95501

CONTRACTOR: Sherpa Government Solutions LLC  
Attention: Dawn Rippentrop, Operations Director  
2990 Osceola Street  
Denver, Colorado 80212

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party agrees to timely prepare accurate and complete financial and performance records, documents and other evidence relating to the licenses and services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the licenses and services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities related to the licenses and services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Each party hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by the other party and any duly authorized local, state and/or federal agencies. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by the other party and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Exceptions and Underpayment. In the event of an audit exception or exceptions related to the licenses and/or services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If an audit reveals that COUNTY has used the Software provided pursuant to the terms and conditions of this Agreement in excess of the license quantities or levels stated in the applicable Software order form, COUNTY shall pay for such excess usage based on CONTRACTOR's price list in effect at the time of the audit, and shall execute an additional software order form to affect the required licensing of any additional usage quantities or levels. CONTRACTOR reserves all rights at law and equity with respect to any underpayment resulting from COUNTY's use of the Software provided pursuant to the terms and conditions of this Agreement in excess of the license quantities or levels stated in the applicable Software order form. If allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost or costs shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

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10. CONFIDENTIAL INFORMATION:

- A. Use and Disclosure of Personally Identifiable Information. In the performance of this Agreement, CONTRACTOR may receive personally identifiable information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all personally identifiable information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.



12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and
  - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
  - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in termination of this Agreement, and CONTRACTOR may be ineligible for award of future contracts if it is determined that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. General Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of

the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

- B. Third Party Software Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents officers, officials, employees and volunteers from and against any and all claims that the licenses and/or services provided pursuant to the terms and conditions of this Agreement infringe or misappropriate any third party's patent, copyright, trademark, trade secret or other intellectual property rights, and will be responsible for any adverse final judgment, or settlement to which CONTRACTOR consents, resulting from such claims of infringement or misappropriation. COUNTY shall promptly notify CONTRACTOR, in writing, of such claims of infringement or misappropriation and give CONTRACTOR sole control over the defense and settlement of such claims, as long as such defense or settlement does not impose a financial obligation on, or require an admission of liability by, COUNTY. In the event COUNTY declines CONTRACTOR's proffered defense, or otherwise fails to give full control of the defense to CONTRACTOR's designated counsel, CONTRACTOR's obligations set forth herein will be waived for all intents and purposes. COUNTY shall reasonably cooperate in the defense of such claims of infringement and misappropriation, and may appear, at its own expense, through counsel reasonably acceptable to CONTRACTOR. CONTRACTOR expressly reserves the right to cease such defense of any claims in the event the licenses and/or services provided pursuant to the terms and conditions of this Agreement are no longer alleged to infringe or misappropriate, or are held not to infringe or misappropriate, the third party's rights. CONTRACTOR may settle or mitigate damages from any claim or potential claim by substituting substantially equivalent non-infringing licenses and/or services. COUNTY shall not undertake any action in response to any claim of infringement or misappropriation that is prejudicial to CONTRACTOR's rights. The obligations set forth herein, constitute the sole, exclusive and entire liability of CONTRACTOR and its licensors to COUNTY regarding the infringement or misappropriation of any third party's intellectual property rights. CONTRACTOR's obligations under this provision shall not apply if the alleged infringement or misappropriation results from any of the following:
1. Use of the Software provided pursuant to the terms and conditions of this Agreement in conjunction with any other software.
  2. Use of the Software provided pursuant to the terms and conditions of this Agreement with an apparatus that has not been officially made known to the public as appropriate for use or interoperation with such Software.
  3. Any unpermitted use of the Software provided pursuant to the terms and conditions of this Agreement.
  4. COUNTY's failure to promptly use an update to the Software provided pursuant to the terms and conditions of this Agreement, made available by CONTRACTOR, if such infringement or misappropriation could have been avoided by use of the update.
  5. COUNTY's failure to timely notify CONTRACTOR in writing of any claim of infringement or misappropriation; however, the failure to provide timely notice shall only relieve CONTRACTOR of its obligations set forth herein to the extent that CONTRACTOR is prejudiced thereby.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a

limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
2. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY,

and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement, including, without limitation, the breach of any and all applicable warranties, shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other available remedies, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.
- COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONTRACTOR: Sherpa Government Solutions LLC  
Attention: Dawn Rippentrop, Operations Director  
2990 Osceola Street  
Denver, Colorado 80212

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

- A. Legal Compliance. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the licenses and services provided pursuant to the terms and conditions of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.
- B. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the licenses and services provided pursuant to the terms and conditions of this Agreement.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date thereof.

20. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by the County Administrative Officer and CONTRACTOR.

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21. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. This Agreement may be assigned by CONTRACTOR to an affiliate thereof, whether currently an affiliate or hereafter an affiliate by reason of merger, acquisition, consolidation or other change of control, without the prior written consent of COUNTY. Any assignment by either party in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms of this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

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28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California, without reference to its conflicts of law principles. Any dispute arising hereunder, or relating hereto, shall be



litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395. In the event of any conflicts between foreign laws, rules and regulations and the laws, rules and regulations of the United States, the laws, rules and regulations of the United States shall prevail and govern.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the County Administrative Officer.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(E) – Compensation Upon Termination, Section 3(F) – Effect of Termination, Section 6 – Notices, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information, Section 14 – Indemnification, Section 17(A) – Legal Compliance, Section 28 – Jurisdiction and Venue, Section 33 – Conflicting Terms and Conditions and Section 37 – Entire Agreement shall survive the expiration or termination of this Agreement.

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33. CONFLICTING TERMS AND CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions

set forth herein shall have priority. Any and all additional definitions, terms and conditions set forth in Addendum A – Additional Terms and Conditions, which is attached hereto, are incorporated herein by reference, shall be binding upon the parties hereto as though fully set forth herein. In the event of a conflict between the definitions, terms and conditions set forth in this Agreement, including any and all exhibits attached hereto, and the definitions, terms and conditions set forth in Addendum A – Additional Terms and Conditions, the definitions, terms and conditions set forth in this Agreement shall control to the exclusion of any different, contrary or conflicting definitions, terms or conditions.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. COUNTERPART EXECUTION:

This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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39. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.


IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

**SHERPA GOVERNMENT SOLUTIONS LLC:**

By: \_\_\_\_\_  
Dawn Rippentrop  
Operations Director


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

**COUNTY OF HUMBOLDT:**

By:  \_\_\_\_\_  
Ryan Sundberg  
Chair, Humboldt County Board of Supervisors

Date: 6/12/18

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:  \_\_\_\_\_  
Risk Management

Date: 5/29/18

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Licenses and Services
- Exhibit B – Schedule of Rates

**LIST OF ADDENDUMS:**

- Addendum A – Additional Terms and Conditions

**EXHIBIT A**  
**SCOPE OF LICENSES AND SERVICES**  
 Sherpa Government Solutions LLC  
 Fiscal Years 2018-2019 through 2022-2023

1. LICENSED SOFTWARE:

A. Software Licenses. CONTRACTOR shall provide licenses to all of the following software pursuant to the terms and conditions of this Agreement:

<b>Application</b>	<b>Purpose</b>	<b>Version/Release</b>	<b>Proposed No. of Licenses</b>
Budget Formulation and Management Subscription ("Software")	All core requirements including operating and capital budgeting, project/program tracking (i.e., Measure K), salary forecasting/ budgeting, performance measures, strategic planning, long-range forecasting, grants.	4.2 or greater	Site / Unlimited
Excelerator	California State Schedules	4.2 or greater	1 – Included in Software License
Reporting	Reporting and Publishing	4.2 or greater	40 Named

B. Delivery of Licensed Software. CONTRACTOR will deliver the licensed Software by making it available for electronic download by COUNTY through CONTRACTOR's Service Marketplace (<http://service.sap.com/swdc>). Risk of loss passes at the time of such electronic delivery. COUNTY agrees not to request any physical delivery of licensed software. If physical delivery of the licensed Software should occur, COUNTY shall reject any such delivery.

2. SERVICES:

A. Implementation Services. CONTRACTOR shall provide all of the following implementation services pursuant to the terms and conditions of this Agreement:

1. Conversion of COUNTY's chart of accounts and any number of years of historical data.
2. Conversion of performance measures and strategic planning data, including, without limitation, goals and other related data.
3. Conversion of Human Resources data to support the Software's Personnel Cost Forecasting feature.
4. Configuration of Software interfaces for required position, employee and other related data.
5. Configuration of Software interfaces for modified budgets, actuals and other related financial data.
6. Configuration of interfaces from the Software to the COUNTY's financial system of adopted budgets and supplemental budgets.

7. Reporting to match COUNTY specifications, including, without limitation, query capabilities and creation of required reports.
8. Provision of report development, Software administration and end user training support.
9. Creation of State Data Schedules. If special districts data is external to the application some schedules may not be supported.

B. Maintenance Services. As part of the annual software maintenance, CONTRACTOR will provide, technical upgrades, Software issue resolution and annual rollover, complex reporting and State Schedule support services.

C. Service Exclusions. Unless otherwise agreed upon by the parties, publications and custom county-specific forecasting or budget forms, including, without limitation, any forecasting or budget forms that require code changes, are not included in the services provided pursuant to the terms and conditions of this Agreement.

3. SCHEDULE:

Milestones are noted with an approximate time requirement. In most cases additional calendar time is added to the schedule to work with COUNTY's calendar. For some milestones with known dates, these are noted, but can be updated following additional project planning by the parties.

Milestones	Description	Dates
Project Kickoff	If contracting is completed earlier and the County schedule permits, activities can be moved forward to allow ample time obtain the necessary connectivity to County systems.	July 2, 2018
Installation of Software environment (1 Day)	Install Software application and related software on County environment or on hosted site.	July 2, 2018
Implementation Guide (on-going)	Highlights the major processes and how specifically a system administrator will use Software going forward; this is organized chronologically according to activities in the County budget cycle.	Ongoing
Initial Conversion	"Current state" data is converted as a starting point to aid in workshops. This includes chart of accounts and the required years of budget and actual data.	July 9-16, 2018
Gap Analysis (4 weeks)	Workshops and initial configuration is reviewed and any gaps are identified. Review business process redesign opportunities and outline any potential executive decisions that may be required.	July 16 – August 12, 2018
Budget Form Configuration (4-6 weeks)	Configure forms needed to support the County budget process. Each form is configured, all required security and data is established, tested by Sherpa, reviewed/tested by the County. End user training guides are created as part of the testing process for each form. Forms may be added later in the implementation.	July 16 – Sep 1, 2018 / ongoing

<b>Milestones</b>	<b>Description</b>	<b>Dates</b>
Create/complete conversions and interfaces (2-4 weeks)	Complete conversion/interface procedures and convert data into Software.	Aug 20 – Sept 20, 2018
Create Reports (on-going; reports are created in order of need)	Create and unit test reports.	July 9 / ongoing
Completion of training – Train the Trainer	Complete materials with assistance from County and deliver Train-the-Trainer courses. Assist with end user training.	October 15, 2018
End user training Mid Year Budgets	End user training.	October 22, 2018
Go-Live – Mid Year Budgets	Mid-year Budgets Go-Live	November 5, 2018
Completion of training – Train the Trainer Budget Development	Complete materials with assistance from County and deliver Train-the-Trainer courses. Assist with end user training.	December 1, 2018
End user training Budget Development	End user training.	December 7, 2018
Go-Live – Budget Development	Budget Development Go-Live	December 15, 2018
Create Recommended Schedules	Make second version of schedules for Adopted / Final budget.	April 15, 2019
Create Final Schedules	Make second version of schedules for Adopted / Final budget.	September 30, 2019

4. DELIVERABLES:

<b>Deliverables</b>	<b>Description</b>
Data Conversion Complete	Historical budgets and actuals are converted and verified by the client; chart of account tables are all loaded and verified by the client
Personnel Cost Forecasting (PCF) Projection – Requirements Gathering Completed	All background tables are loaded and an initial projection is run to show results. Client confirms results.



<b>Deliverables</b>	<b>Description</b>
PCF Projection – testing and training completed	Projection is executed using interfaces; client is trained in how to execute interfaces and run projections.
Implementation Guide	A guide that highlights the major processes and how specifically a system administrator will use Software going forward.
Advanced Report Training	System administrator training for reporting; this is a 3 day course either delivered consecutively or over several weeks.
Train the Trainer Training	Provide system training to identified County trainers who will in turn provide training to County end users.
End User Training Guides	A guide that highlights budget processes and how specifically an end user will use Software going forward.

5. ACCEPTANCE CRITERIA:

The County will provide acceptance after each deliverable is tested and confirmed to meet the applicable requirements.

6. PLACE OF PERFORMANCE:

CONTRACTOR will have targeted meetings and training while onsite at COUNTY facilities, which will require a conference room with seating for approximately six (6) to ten (10) people, ideally outfitted with a screen for projection and a whiteboard. CONTRACTOR will bring one (1) to three (3) staff members to such onsite meetings. CONTRACTOR can work from the conference room provided by COUNTY while onsite. If such conference is not available, up to three (3) work areas, which include desks and monitors will be required. CONTRACTOR will provide all necessary laptops, but will require connectivity to the intranet and the internet for access to COUNTY systems and email or demo systems. All other services will be performed offsite at CONTRACTOR's office locations inside the United States.

7. COUNTY RESPONSIBILITIES:

- A. System Administrator. COUNTY shall assign a functional system administrator who will be responsible for maintaining COUNTY's system prior to project initiation. The System Administrator will work alongside CONTRACTOR's staff in order to configure and verify system setup, create reports and develop training documents.
- B. Testing and User Acceptance. COUNTY shall make staff members available to assist CONTRACTOR with any and all necessary testing of the Software. At COUNTY's discretion, staff members from the Humboldt County Administrative Office may also be involved in reviewing, configuring and testing the Software.
- C. On-Going System Administration. COUNTY shall be responsible for on-going administration of the Software, including, without limitation all of the following:
  - 1. Executing Human Resources interfaces on an annual basis (4-8 hours annually).
  - 2. Running personnel projections and verifying data (8-16 hours annually).
  - 3. Making any and all necessary updates to Human Resources cost drivers that are not part

of interfaces, including, without limitation, salary table increases (16 hours annually).

4. Creating queries and reports, as necessary, with CONTRACTOR support, if needed.
5. Maintaining user security and workflow.
6. Maintaining chart of accounts that are not part of interfaces.
7. Executing interfaces and verifying results, as necessary.
8. Providing support to departmental users.
9. Providing annual training refreshers to end users and new users as part of distributing budget instructions.

**EXHIBIT B**  
**SCHEDULE OF RATES**  
 Sherpa Government Solutions LLC  
 Fiscal Years 2018-2019 Through 2022-2023

1. RATE OF COMPENSATION:

- A. Required Services. COUNTY will compensate CONTRACTOR for the services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement at the following rates:

Services / Implementation	Estimated Date	Amount
Project Kickoff (10% of implementation services)	July 2, 2018	\$8,595.00
Go Live (Budget Development) + 30 days	Jan 15, 2019	\$69,619.50
State Schedules (Final)	September 30, 2019	\$7,735.50
<b>TOTAL Implementation Services Costs</b>		<b>\$85,950.00</b>

- B. Additional Services. COUNTY will compensate CONTRACTOR for additional off-site services that have been authorized pursuant to the terms and conditions of this Agreement at the following hourly rates:

Consulting Rates	Rate
Principal consultant	\$225.00
Consultant	\$145.00

- C. Software Licenses. COUNTY will compensate CONTRACTOR for the Software licenses provided pursuant to the terms and conditions of this Agreement, including, without limitation, the site license and forty (40) named reporting users, at the following annual rates:

Software Fee / Recurring Maintenance	Estimated Date	Amount
Software Subscription (year 1) (upon installation)	July 9, 2018	\$56,896.67
Software Subscription (year 2)	July 9, 2019	\$56,896.67
Software Subscription (year 3)	July 9, 2020	\$56,896.67
Software Subscription (year 4)	July 9, 2021	\$56,896.67
Software Subscription (year 5)	July 9, 2022	\$56,896.67

- D. Hosting Fees (Optional). COUNTY will compensate CONTRACTOR for hosting services at the following annual rates, if such services are provided pursuant to the terms and conditions of this Agreement:

Optional - Hosting Fee / Recurring Maintenance	Estimated Date	Amount
Hosting Fees (year 1)	Upon installation July 9, 2018	\$11,580.00
Hosting Fees (year 2)	July 9, 2019	\$11,580.00
Hosting Fees (year 3)	July 9, 2020	\$11,580.00
Hosting Fees (year 4)	July 9, 2021	\$11,580.00
Hosting Fees (year 5)	July 9, 2022	\$11,580.00

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- E. Automated Document Publishing Services (Optional). COUNTY will compensate CONTRACTOR for the implementation and on-going maintenance of COUNTY's publications at the following rates, if such services are provided pursuant to the terms and conditions of this Agreement:

Description	Hours	Rate	Estimated Date	Amount
Automated Document Publishing Services	160	185	Upon installation October 1, 2018	\$29,600.00
PatternStream Document Publishing – License (1 Named)			Upon installation October 1, 2018	\$19,414.00
Patternstream Maintenance (year 1)			Upon installation October 1, 2018	\$3,500.00
Patternstream Maintenance (year 2)			October 1, 2019	\$3,500.00
Patternstream Maintenance (year 3)			October 1, 2020	\$3,500.00
Patternstream Maintenance (year 4)			October 1, 2021	\$3,500.00
Patternstream Maintenance (year 5)			October 1, 2022	\$3,500.00

2. EXPENSES:

Travel costs and expenses incurred by CONTRACTOR pursuant to the terms and conditions of this Agreement are not billable to COUNTY. However, if additional trips to COUNTY's facilities are requested, such additional trips will be reimbursed by COUNTY per COUNTY's travel expense reimbursement policy.

**ADDENDUM A**  
**ADDITIONAL TERMS AND CONDITIONS**  
Sherpa Government Solutions LLC  
Fiscal Years 2018-2019 Through 2022-2023

This Addendum to the Software License and Support Services Agreement dated \_\_\_\_\_, 2018, by and between the County of Humboldt, hereinafter referred to as "COUNTY," and Sherpa Government Solutions LLC, a California limited liability company, hereinafter referred to as "CONTRACTOR," is intended to supplement the terms and conditions contained in the Software License and Support Services Agreement dated \_\_\_\_\_, 2018.

WHEREAS, pursuant to Section 33 – "Additional Terms and Conditions" of the Software License and Support Services Agreement dated \_\_\_\_\_, 2018 ("Agreement"), the definitions, terms and conditions set forth herein have been incorporated into the Agreement by reference and shall be fully binding upon the parties as though fully set forth therein; and

WHEREAS, notwithstanding anything to the contrary, any and all definitions, terms and conditions set forth in the Agreement, including any and all exhibits incorporated therein by reference, shall control to the exclusion of any different, contrary or conflicting definitions, terms or conditions contained herein.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS.

- A. Add-on. As used herein, the term "Add-on" means any development that adds new and independent functionality, but does not modify existing functionality, and is developed using CONTRACTOR's application programming interfaces or other code that allows other software products to communicate with or call on the Software.
- B. Affiliate. As used herein, the term "Affiliate" means any legal entity in the Territory in which COUNTY, directly or indirectly, holds more than fifty percent (50%) of the shares or voting rights. Any such legal entity shall be considered an Affiliate for only such time as such interest is maintained.
- C. Business Partner. As used herein, the term "Business Partner" means a legal entity or individual that requires access to the Software in connection with COUNTY's internal business operations, such as customers, distributors and/or suppliers of COUNTY.
- D. Designated Unit. As used herein, the term "Designated Unit" means information technology devices, including, without limitation, hard disks and central processing units, identified by COUNTY pursuant to the terms and conditions of the Agreement that have been officially made known to the public as appropriate for Use or interoperation with the Software.
- E. Documentation. As used herein, the term "Documentation" means CONTRACTOR's then-current technical and/or functional documentation which is delivered or made available to COUNTY with the Software pursuant to the terms and conditions of the Agreement.
- F. Intellectual Property Rights. As used herein, the term "Intellectual Property Rights" means patents of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including, without limitation, applications and registrations for any of the foregoing, in any country, arising under statutory or common law or

by contract and whether or not perfected, now existing or hereafter filed, issued or acquired.

- G. Materials. As used herein, the term “Materials” means any software, programs, tools, systems, data or other materials made available by CONTRACTOR to COUNTY pursuant to the terms and conditions of the Agreement, including, but not limited to, the Software and Documentation, as well as any information, materials or feedback provided by COUNTY to CONTRACTOR relating to the Software and Documentation.
- H. Modification. As used herein, the term “Modification” means: a change to the delivered source code or metadata; any development, other than a change to the delivered source code or metadata, that customizes, enhances or changes existing functionality of the Software, including, but not limited to, the creation of any new application program interfaces, alternative user interfaces or the extension of CONTRACTOR’s data structures; or any other change to the Software, other than an Add-on, utilizing or incorporating any the Materials provided pursuant to the terms and conditions of the Agreement.
- I. Proprietary Information. As used herein, the term “Proprietary Information” means generally any information which the disclosing party protects against unrestricted disclosure to others that is either identified as confidential at the time of disclosure or should be reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure, including, without limitation, information from, about or concerning any third party that is disclosed pursuant to the terms and conditions the Agreement. With respect to COUNTY, the term Proprietary Information means COUNTY’s marketing and business plans and/or financial information. With respect to CONTRACTOR, the term Proprietary Information means all of the following:
1. The Software, Documentation and other Materials, including, without limitation, the following information regarding the Software:
    - a. Computer software (object and source codes), programming techniques and concepts, methods of processing and system designs embodied in the Software.
    - b. Benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications and file formats.
    - c. Discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Software;
  2. The research and development or investigations of CONTRACTOR.
  3. Product offerings, content partners, product pricing, product availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies.
- J. Software. As used herein, the term “Software” means: any and all software products licensed to COUNTY under the Agreement as specified in Software Order Forms, all as developed by or for CONTRACTOR and/or any of their affiliated companies and delivered to COUNTY pursuant to the terms and conditions of the Agreement; any new releases, updates or versions thereof made available through unrestricted shipment pursuant to CONTRACTOR’s Support or warranty obligations; and any complete or partial copies of any of the foregoing.
- K. Software Order Form. As used herein, the term “Software Order Form” means the order form



for the Software, Third Party Software and related Support ordered by COUNTY thereunder, including information on Software, Third Party Software, Support, fees and other information necessary for the delivery of such items to COUNTY.

- L. Support. As used herein, the term "Support" means the support services made available to COUNTY pursuant to the terms and conditions of the Agreement, as stated in the applicable Support Schedule found at [www.sap.com/company/legal/index.epx](http://www.sap.com/company/legal/index.epx). Such Support Schedule is incorporated herein by reference and made a part hereof as if set forth in full.
- M. Territory. As used herein, the term "Territory" means the world except for those countries prohibited by the export laws of the United States and/or other laws and regulations set forth herein.
- N. Third Party Software. As used herein, the term "Third Party Software" means: any and all software products and content licensed and delivered to COUNTY pursuant to the terms and conditions of the Agreement as specified in Software Order Forms, all as developed by companies other than CONTRACTOR and/or any of their affiliated companies; any new releases, updates or versions thereof made available through CONTRACTOR's Support or warranty obligations; and any complete or partial copies of any of the foregoing.
- O. Use. As used herein, the term "Use" means to activate the processing capabilities of the Software, load, execute, access, employ the Software or display information resulting from such capabilities.
- P. Use Terms. As used herein, the term "Use Terms" means, with regard to the Software specified in a Software Order Form, the current Software Use Rights document at the time of execution of such Software Order Form, copies of which are found at [www.sap.com/company/legal/index.epx](http://www.sap.com/company/legal/index.epx). Such Software Use Rights documents are incorporated herein by reference and made a part hereof as if set forth in full.

## 2. SCOPE OF LICENSE:

- A. Software License. Subject to COUNTY's compliance with all the terms and conditions of the Agreement, CONTRACTOR grants to COUNTY a non-exclusive, non-transferable license to Use the Software, Documentation and other Materials at specified site(s) within the Territory to run COUNTY's and its Affiliates' internal business operations, including, without limitation, customer back-up and passive disaster recovery, and to provide internal training and testing for such internal business operations, unless terminated in accordance with the terms of the Agreement.
- B. Affiliate Use. COUNTY shall ensure that any and all Affiliates authorized to Use the Software, Documentation and other Materials to run their internal business operations as permitted hereunder have agreed in writing to comply with the terms and conditions of the Agreement and this Addendum. COUNTY shall be responsible for any breach of the terms and conditions of the Agreement or this Addendum by an Affiliate thereof. If COUNTY has an Affiliate or subsidiary with a separate license or support agreement for software with CONTRACTOR, any companies affiliated therewith or any other distributor of CONTRACTOR's software, the Software shall not be Used to run such affiliate's or subsidiary's business operations and such Affiliate or subsidiary shall not receive any support services under the Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.
- C. Service Provider Use. With CONTRACTOR's prior written consent, COUNTY may permit

service providers that have agreed in writing to comply with the terms and conditions of the Agreement and this Addendum, including, without limitation, non-disclosure of CONTRACTOR's Proprietary Information, to access the Software solely for the purpose of providing facility, implementation, systems, application management or disaster recovery services to COUNTY in connection with the business operations for which the Software is licensed to COUNTY. Such service providers shall be permitted to Use the Software solely to install and configure the Software in accordance with the business of COUNTY as set forth in the Agreement and this Addendum, or in the case of a disaster recovery vendor, to provide disaster recovery services only. Under no circumstances may such service providers Use the Software to operate or provide processing services to COUNTY or any other party, or in connection with such services provider's own business operations. COUNTY shall be responsible for any additional Software, migration tools or Third Party Software needed to effect such transition. Prior to permitting any service provider to access the Software for the purposes set forth herein, COUNTY shall expressly agree, in writing, to indemnify CONTRACTOR, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs, including, without limitation, reasonable attorney fees, arising from a breach of the terms and conditions set forth in the Agreement or this Addendum by the services provider. Upon CONTRACTOR's request, COUNTY shall provide written confirmation to CONTRACTOR that the obligations set forth herein have been fulfilled.

- D. License Restrictions. COUNTY's use of the Software, Documentation and Materials provided pursuant to the terms and conditions of the Agreement shall be subject to all of the following restrictions:
1. COUNTY shall not use the Materials to provide services, including, without limitation, business outsourcing, service bureau applications and training, to any third parties, other than COUNTY's Affiliates as set forth herein.
  2. COUNTY shall not lease, loan, resell, sublicense or otherwise distribute the Materials to any third parties, other than distribution to COUNTY's Affiliates as set forth herein.
  3. COUNTY shall not make any use of, or perform any acts with respect to, the Materials other than as expressly permitted by the Agreement and/or this Addendum.
  4. COUNTY shall not use any Software components other than those specifically identified in the Software Order Form, even if it is also technically possible for COUNTY to access other Software components.
  5. COUNTY shall not Use the Software to run any of its Business Partners' business operations; however, COUNTY may permit its Business Partners to Use the Software, solely in conjunction with COUNTY's Use thereof, through screen access only.
- E. Software Modifications and Add-ons. COUNTY may make Modifications and/or Add-ons to the Software in furtherance of its permitted Use under the Agreement, and shall be permitted to use Modifications and Add-ons with the Software in accordance with the terms and conditions set forth in the Agreement and this Addendum.
- F. Software Installation. COUNTY agrees to install the Software only on Designated Units in the direct possession of, and located at facilities operated by, COUNTY or its Affiliates or service providers upon advance written notice to CONTRACTOR. Any and all Use of the Software pursuant to the terms and conditions of the Agreement and this Addendum, including, without limitation, Use of the Software by employees or agents of COUNTY's Affiliates and

Business Partners, shall be in accordance with any and all requirements set forth in the Use Terms. Use of the Software may occur by way of an interface delivered with or as a part of the Software, third-party interface or other intermediary system.

- G. Third Party Software. The terms and conditions set forth herein that are applicable to the Software provided pursuant to the terms and conditions of the Agreement shall also apply to Third Party Software, except that COUNTY shall not make Modifications and/or Add-ons to, or otherwise modify, Third Party Software, unless such Modifications, Add-ons or other modifications are expressly authorized by CONTRACTOR in accordance with the terms and conditions set forth in the Agreement, the Use Terms and this Addendum.
- H. Regulatory Matters. The Software, Documentation and Materials provided pursuant to the terms and conditions of the Agreement are subject to the export control laws of various countries, including, without limitation, the laws of the United States and Germany. COUNTY agrees that it will not submit the Software, Documentation or other Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of CONTRACTOR, and will not export the Software, Documentation or other Materials to countries, persons or entities prohibited by such laws. COUNTY shall also be responsible for complying with all applicable governmental regulations of any foreign countries with respect to the use of the Software, Documentation or other Materials by COUNTY and/or its Affiliates.

### 3. INTELLECTUAL PROPERTY RIGHTS:

- A. Reservation of Rights to the Software and Materials. The Materials, and all Intellectual Property Rights embodied therein, shall be the sole and exclusive property of CONTRACTOR, any companies affiliated therewith or their licensors, subject to any rights expressly granted to COUNTY pursuant to the terms and conditions of the Agreement and this Addendum. Except as otherwise set forth in the Agreement and this Addendum, COUNTY is not permitted to modify or otherwise make derivative works of the Software or other Materials.
- B. Protection of Rights to the Software and Materials. COUNTY shall not copy, translate, disassemble, decompile, nor reverse engineer the Software or other Materials. COUNTY shall not create or attempt to create the source code from the object code of the Software or other Materials. COUNTY is permitted to back up data in accordance with good information technology practice and for this purpose to create the necessary backup copies of the Software. Backup copies on transportable discs or other data media must be marked as backup copies and bear the same copyright and authorship notice as the original discs or other data media, unless technically infeasible. COUNTY must not change or remove CONTRACTOR's copyright and authorship notices.
- C. Reservation of Rights to Modifications and Add-ons. COUNTY shall comply with CONTRACTOR's registration procedure prior to making Modifications or Add-ons. All Modifications, and all rights associated therewith, shall be the exclusive property of CONTRACTOR, any companies affiliated therewith or their licensors. All Add-ons developed by CONTRACTOR, either independently or jointly with COUNTY, and all rights associated therewith, shall be the exclusive property of CONTRACTOR, any companies affiliated therewith or their licensors. COUNTY agrees to execute those documents reasonably necessary to secure CONTRACTOR's rights in the foregoing Modifications and Add-ons. All Add-ons developed by or on behalf of COUNTY without CONTRACTOR's participation ("COUNTY Add-on"), and all rights associated therewith, shall be the exclusive property of COUNTY subject to CONTRACTOR's rights in and to the Software and Materials; provided,

COUNTY shall not commercialize, market, distribute, license, sublicense, transfer, assign or otherwise alienate any such COUNTY Add-ons. CONTRACTOR retains the right to independently develop its own Modifications or Add-ons to the Software, and COUNTY agrees not to take any action that would limit CONTRACTOR's sale, assignment, licensing or use of its own Software or Modifications or Add-ons thereto.

- D. Protection of Rights to Modifications and Add-ons. Any Modification developed by or on behalf of COUNTY without CONTRACTOR's participation or COUNTY Add-on must not, and subject to other limitations set forth in the Agreement and this Addendum: enable the bypassing or circumventing any of the restrictions set forth in the Agreement and this Addendum and/or provide COUNTY with access to the Software to which COUNTY is not directly licensed; nor unreasonably impair, degrade or reduce the performance or security of the Software; nor render or provide any information concerning CONTRACTOR's software license terms, Software or any other information related to the Materials. COUNTY hereby covenants, on behalf of itself and its successors and assigns, not to assert against CONTRACTOR, its affiliated companies or their resellers, distributors, suppliers, commercial partners and customers, any rights in any COUNTY Add-ons or Modifications or other functionality of the Software accessed by such COUNTY Add-ons or Modifications.

4. PROPRIETARY INFORMATION:

- A. Use and disclosure of Proprietary Information. Proprietary Information shall not be reproduced in any form except as required to accomplish the intent of the Agreement. Any reproduction of any Proprietary Information of the other party shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Proprietary Information of the other, each party: shall take all Reasonable Steps to keep any and all Proprietary Information strictly confidential; and shall not disclose any Proprietary Information of the other to any person other than individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations under the Agreement and this Addendum, and who are under obligations of confidentiality substantially similar to those set forth in the Agreement and this Addendum. As used herein, the term "Reasonable Steps" means those steps the receiving party takes to protect its own similar Proprietary Information, which shall not be less than a reasonable standard of care. Proprietary Information of either party disclosed prior to execution of the Agreement shall be subject to the protections afforded hereunder.
- B. Use and Disclosure of Unrestricted Information. The restrictions on the use or disclosure of Proprietary Information set forth in this provision shall not apply to any information which:
1. Is independently developed by the receiving party without reference to the disclosing party's Proprietary Information, or is lawfully received free of restriction from a third party having the right to furnish such information.
  2. Has become generally available to the public without breach of the terms or conditions of the Agreement or this Addendum by the receiving party.
  3. Was known to, or received by, the receiving party free of restriction at the time of disclosure.
  4. Is required to be disclosed pursuant to court order or applicable law, including, but not limited to the California Public Records Act and California Government Code Section 8546.7; provided, that sufficient advanced written notice of the disclosure is provided to

enable the other party to adequately defend against any alleged required disclosure.

5. PERFORMANCE WARRANTY:

- A. Warranty. CONTRACTOR warrants that the Software will substantially conform to the specifications contained in the Documentation for six (6) months following delivery. Provided COUNTY notifies CONTRACTOR in writing with a specific description of the Software's nonconformance within the warranty period, and the verification of such nonconformance, CONTRACTOR will, at its option, repair or replace the nonconforming Software or refund the license fees paid for the applicable nonconforming Software in exchange for a return of such nonconforming Software. This is COUNTY's sole and exclusive remedy under the warranty set forth herein.
- B. Warranty Restrictions. The warranty provided pursuant to the terms and conditions of this Addendum shall not apply if: the Software is not used in accordance with the Documentation; the defect is caused by a Modification or Add-on, other than a Modification or Add-on made by CONTRACTOR pursuant to its Support or warranty obligations, or other COUNTY or third party software; or the defect is caused by any unlicensed activities of COUNTY. CONTRACTOR does not warrant: that the Software will operate uninterrupted; that the Software will be free from minor defects or errors that do not materially affect such performance; or that the applications contained in the Software are designed to meet all of COUNTY's business requirements.
- C. Express Disclaimer. CONTRACTOR and its licensors disclaim all other warranties express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.

6. LIMITATIONS OF LIABILITY:

- A. Not Responsible. CONTRACTOR and its licensors will not be responsible for any claims, demands, losses, damages or liabilities arising out of, or in connection with, the performance of CONTRACTOR's obligations under the Agreement or this Addendum, if any of the following events occur:
  - 1. The Software is not used in accordance with the requirements set forth in the Documentation provided pursuant to the terms and conditions of the Agreement.
  - 2. The defect or liability is caused by a Modification or Add-on, other than a Modification or Add-on made by CONTRACTOR pursuant to its Support or warranty obligations, or other COUNTY or third party software.
  - 3. The Software is used in conjunction with any third party software for which the COUNTY lacks sufficient rights from the third party vendor for such use.
  - 4. The defect or liability is caused by any COUNTY activities not permitted under the Agreement or this Addendum, including, without limitation, any and all inherently dangerous Use of the Software and/or Third Party Software licensed under the terms and conditions of the Agreement.
- B. Exclusion of Damages. Notwithstanding anything to the contrary, except for damages resulting from the unauthorized use or disclosure of Proprietary Information or death or personal injury arising from either party's gross negligence or willful misconduct, CONTRACTOR's

indemnification obligations or CONTRACTOR's right to collect unpaid fees pursuant to the terms and conditions of the Agreement, under no circumstances, and regardless of the nature of any claim, shall CONTRACTOR, its licensors or COUNTY be liable to each other or any other person or entity for an amount in excess of the paid license fees for the Software directly causing the damages or be liable in any amount for special, exemplary, punitive, incidental, consequential or indirect damages, loss of good will or profits, work stoppage, data loss or computer failure or malfunction.

- C. Exclusions and Limitations for Third Party Software. Subject to the exclusion of damages set forth in this Addendum, and with respect to Third Party Software, under no circumstances, and regardless of the nature of any claim, shall CONTRACTOR or its licensors be liable for an amount in excess of the paid license fees for the Third Party Software directly causing the damages.
- D. Initiation of Legal Action. Any and all legal actions pertaining to any claims arising out of, or in connection with, the subject matter of the Agreement or this Addendum must be initiated within one (1) year from the date when the party bringing such action knew, or should have known after reasonable investigation, of the facts giving rise to such claims.
- E. Allocation of Risk. The provisions set forth herein allocate the risks between CONTRACTOR and COUNTY. The license fees set forth in the Agreement reflect this allocation of risk and the limitations of liability set forth in this Addendum.

7. SURVIVAL:

The duties and obligations of the parties set forth in Section 2(H) – Regulatory Matters, Section 3 – Intellectual Property Rights, Section 4 – Proprietary Information, Section 5(C) – Express Disclaimer and Section 6 – Limitations of Liability of this Addendum shall survive the expiration or termination of the Agreement.

[Signatures on Following Page]


IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

**SHERPA GOVERNMENT SOLUTIONS LLC:**

By:   
Dawn Rippentrop  
Operations Director

Date: 4-25-2018

**COUNTY OF HUMBOLDT:**

By:   
Ryan Sundberg  
Chair, Humboldt County Board of Supervisors

Date: 6/12/18

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_  
Risk Management

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

# Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Sherpa Government Solutions LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P  
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**2990 Osceola Street**

6 City, state, and ZIP code

**Denver, CO 80212**

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type.  
See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN); if you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

or

Employer identification number									
2	0	-	0	8	5	2	6	8	6

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶

1/17/2018

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*