

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Sherpa Government Solutions LLC, a subsidiary of GTY Technology Holdings Inc., dba Euna Solutions with its headquarters at 363 W. Erie St., Floor 7, Chicago, IL 60654 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain software and services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Nancy Anderson at phone number 805-568-3407 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Dawn Rippentrop at phone number 913-706-5715 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:                   Attn: Nancy Anderson, Assistant County Executive Officer  
County of Santa Barbara, County Executive Office  
105 E. Anapamu Street, Room 406  
Santa Barbara, CA 93101

To CONTRACTOR:           Attn: General Counsel, Euna Solutions,  
363 W. Erie St., Floor 7,  
Chicago, IL 60654  
Cc: [legal@eunasolutions.com](mailto:legal@eunasolutions.com)

Or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide a software subscription and services to COUNTY ("Services") in accordance with EXHIBIT A attached hereto and incorporated herein by reference ("Statement of Work").

#### **4. TERM**

The term of this Agreement shall commence effective as of the first date that this Agreement is fully executed by all of the parties hereto ("Effective Date"), and this Agreement shall terminate no later than **May 31, 2039**, unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement ("Term"). CONTRACTOR shall commence performance of the Services on **June 1, 2024**.

#### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

#### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

#### **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall offer the software warranties to COUNTY as set forth in the Scope of Work and all service level agreements attached to the Scope of Work. All permits and licenses legally required or otherwise necessary for the performance of the Services hereunder shall be obtained and maintained by CONTRACTOR without additional compensation.

#### **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be

responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall at all times remain the owner of all COUNTY information and COUNTY data, including, but not limited to, all COUNTY information and data that is input into the BFM (defined below) by or on behalf of COUNTY, as well as all COUNTY information and data that is hosted within the BFM (defined below), or otherwise accessible by or on behalf of CONTRACTOR in connection with this Agreement. To the extent necessary for the COUNTY to utilize the BFM or the Services provided hereunder or for COUNTY to otherwise avail itself of its rights hereunder, CONTRACTOR hereby grants to COUNTY a worldwide, nonexclusive license to use for the term of the subscription, the following items in connection with this Agreement, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

CONTRACTOR warrants that none of the Services, including, but not limited to, the BFM, shall infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any and all claims that any of the Services, including, but not limited to, the BFM, infringes upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any and all damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return or destroy any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least three (3) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review any documents and records arising out of the Services and/or amounts charged by CONTRACTOR hereunder upon thirty (30) days' written notice and during CONTRACTOR's regular business hours. In addition, as this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with said Unlawful Discrimination Ordinance.

#### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or, in accordance with Section 19.A.3, below, because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days' written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind

down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services. COUNTY termination for convenience of the BFM software as a service ("SaaS") will be subject to payment of 50% of the then-unpaid amount of the fees set forth in Section 3.0 of the Statement of Work for the then-current year of such BFM subscription (the "SaaS Recovery Fee").

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or adequate funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this Section 19.A.2, COUNTY shall have no obligation to make payments with regard to the remainder of the Term. This provision may not be used as a substitute for termination for convenience. No SaaS Recovery Fee shall be paid in the event of termination by COUNTY for nonappropriation of funds under this Section 19.A.2.
3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, in COUNTY's sole discretion, terminate or suspend this Agreement in whole or in part upon written notice to CONTRACTOR ("Termination Notice" or "notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately use best efforts to cure such default or breach within thirty (30) days. If such default or breach cannot be cured, or if CONTRACTOR fails to cure such breach within such 30-day period, CONTRACTOR shall discontinue all services affected (unless the Termination Notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination of this Agreement, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission following termination of this Agreement, permit CONTRACTOR to retain or destroy. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **20. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## **21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## **22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## **23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

## **24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

## **25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

## **26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## **27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

## **28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

### **29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

### **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

### **32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

### **33. LIMITATIONS ON LIABILITY**

Notwithstanding anything to the contrary in this Agreement other than the indemnification and insurance provisions set forth in Exhibit C, in no event will either party hereto be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for

(i) consequential, incidental, indirect, exemplary, special, enhanced or punitive damages; loss of revenues, data, business or goodwill; or costs of procurement of substitute goods or services, in each case regardless of whether such party was advised of the possibility of such damages, losses or costs or they were otherwise foreseeable; or

(ii) an aggregate amount exceeding three times (3x) the total amounts paid to CONTRACTOR under this Agreement in the 12-month period preceding the event giving rise to such liability.

The limitation of liability set forth above in this Section 33 shall not apply to any damages caused by such party's gross negligence or willful misconduct in the performance of this Agreement.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Sherpa Government Solutions LLC**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the Effective Date.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: *Shelba Buena*  
Deputy Clerk

By: *[Signature]*  
Chair, Board of Supervisors

Date: 5-14-24

**RECOMMENDED FOR APPROVAL:**

County Executive Office

**CONTRACTOR:**

Sherpa Government Solutions LLC

DocuSigned by:  
*[Signature]*  
41846F567250400...  
By: \_\_\_\_\_  
Department Head  
  
Mona Miyasato  
County Executive Officer

DocuSigned by:  
*Rob Crocker*  
AEBE10EA74424AD  
By: \_\_\_\_\_  
Authorized Representative  
  
Name: Rob Crocker  
Title: CFO

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
*Amber Holderness*  
3FD3034A867243E...  
By: \_\_\_\_\_  
Deputy County Counsel

DocuSigned by:  
*[Signature]*  
08BA7EA15901943F...  
By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

DocuSigned by:  
*Samantha Francis*  
57804885EA18407  
By: \_\_\_\_\_  
Risk Management



Agreement for Services with Sherpa Government Solutions, LLC

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# Exhibit A

## Scope of Work



# Sherpa Government Solutions Statement of Work for the County of Santa Barbara

<b>Sherpa</b> <b>Implementation Contact:</b> Francesca Fortunati Francesca.Fortunati@eunasolutions.com	<b>Sherpa</b> <b>Contracting Contact:</b> Dawn Rippentrop dawn.rippentrop@eunasolutions.com (913) 706-5715	<b>Client Contact:</b>
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# Statement of Work

## 1.0 Scope of Work

This Fixed Fee SOW is for the implementation of Sherpa’s Budget Formulation Management (BFM). BFM is a cloud-based software hosted by or at Amazon Web Services (AWS) that is used to satisfy The County of Santa Barbara’s (Client) requirements for budget development, forecasting, monitoring, and budget management processes.

### 1.1 System Implementation – Go-Live events

*List major parts of your budget process that will be in Sherpa with approximate go-live events. You do not have to build in additional time for training and go-live prep, which will be added to the project plan.*

Go-live events will conform with the County’s Budget Calendar. Go-live events will have completed testing prior to users entering data. User Training is completed ‘just-in-time’ before they are using the system for each go-live.

Dates	Milestone
August	Priority Setting (operational and capital)
November	Personnel Forecasting
December	Budget Development Policy Adoption
December	Budget Development Kick-off
December	Preliminary Budget Development
March	Preliminary Budget Workshop Preparation
April	Preliminary Budget Workshops
May	Recommended Budget Development
June	Capital Improvement Plan Adoption
June 11	Recommended Budget Hearings & Adoption
December 31	Adopted Budget & State Schedules
October	Q1 Budget Update
January	Q2 Budget Update
April	Q3 Budget Update
July	Q4 Budget Update
August	Five Year Forecast

### 1.2 System Implementation

*Major functional areas with bulleted tasks. Typical considerations:*

- Strategic Planning
- Performance Measures
- Operating Budget
- Grants / Grantor + Grantee
- Capital Budgeting
- Operating Plans / Spending Plans
- Budget Management – In Year Changes / Supplemental Budgets

- *Budget Forecasting*
- *State Schedules*
- *Publications (listed separately)*

## 1. Configure financial data in Sherpa

- a. Build COA in Sherpa
- b. Extract Workday financial data (FY23-24) for upload to Sherpa
- c. Year to date information (FY24-25) extract from Workday to Sherpa
- d. Validation of chart of accounts and financial data

## 2. Configure budget processes, forms and reports

- a. Processes
  - i. Budget prep, rollover, upload, edit, and lock
  - ii. Salary model load, revisions, and lock
  - iii. Budget phase transition processes – preliminary to recommended to adopted
  - iv. Budget revisions processes at different stages of budget development and after adoption
  - v. Form approval workflow
- b. Forms (how departments load information into the budget)
  - i. GFC allocation development
  - ii. ISF rate development
  - iii. Budget upload forms – preliminary and five-year forecast
  - iv. Rate upload form (loads source and use) – ISFs and CAP
  - v. Transfer upload form (loads source and use) - GFC and 990
  - vi. Salary model adjustment form (changes in step, funding status, program allocation)
  - vii. Personnel request form (adds, deletes, reclassifications)
  - viii. Capital asset request form
  - ix. Expansion and Reduction request forms
  - x. Budget revision request forms for each phase -preliminary, recommended, adopted
- c. Reports & Tools (how departments, CEO Budget, and Auditor view and analyze the budget)
  - i. Budget Reports & Tools
    1. Budget Financial Status
    2. Budget Fund Balance & Retained Earnings
    3. Budget Variances Tool
    4. Salary Model Comparison Tool
    5. Salary Estimator Tool
    6. Transfer-In/Out Balancing Report
    7. Expansion Request/Service Level Reduction Report
    8. Personnel request report
    9. Capital asset request report
  - ii. Budget Revision Reports
    1. Budget Revision Summary by budget phase, Board date, department, fund
  - iii. Monitoring & Control Reports
    1. Financial Status – adopted, adjusted, YTD, by date range
    2. Fund Balance & Retained Earnings
    3. Annual Financial Trends – source and use
    4. Quarterly Financial Trends – source and use
    5. Monthly Financial Trends – source and use

**3. Configure personnel data and build forecast tool - Personnel Cost Forecasting (PCF)**

- a. Extract personnel data for upload to Sherpa
  - i. Salary Table – format for step and grade tables and salary band tables
  - ii. Job Classifications
  - iii. Positions
  - iv. Benefit Table
  - v. Employee Benefit
  - vi. Employee Funding Allocation
- b. Build forecast calculation
  - i. Assumptions - wage adjustment, health plan contributions, pension rates, vacancy rates
  - ii. Calculation – by position, position classification, employee, employee classification, bargaining unit, retirement tier (tied to employee), budget allocation (multiple), program, budget program, department, fund.
  - iii. Multi-Year Forecast
- c. Validate forecast against current Salary Model

**4. Departmental Testing & Training**

- a. Select departments representing large and small departments and various fund types will be asked to test software processes, forms and reports
- b. All county departmental training to occur in the month and a half preceding budget kickoff and continue through budget development.

**5. Configure budget publications**

- a. CEO Recommended Budget Book
  - i. Summary schedules (section C) – *tables include FY24 Actual, FY25 Adopted, FY25 Est. Actual, FY26 Recommended, Δ FY25 Adopted to FY26 Recommended*
  - ii. Departmental Pages
    - 1. Summary schedules by department, budget program, and object level;
    - 2. Operating source and use charts;
    - 3. Staffing table by budget program;
    - 4. Expansion Request Summary
    - 5. Service Level Reduction Summary
  - iii. Capital budget summary (section E)
  - iv. Department FTE Summary (section H)
- b. State Schedules
- c. Adopted Budget Book
  - i. Report of budget adjustments from recommended to adopted budget

### 1.3 Key Forms and Reports

List any forms or reports you have today that can be referenced in the implementation. You can provide copies of the forms/reports if readily available for reference or this can wait until the implementation. This does not include formal, published documents such as budget books. Forms may be Excel or Word attachments filled out today or 'system' forms. Reports will not necessarily be replicated; Clients will review and make updates to existing reports, add reports, subtract reports after they are familiar with the Sherpa system. Note that Forms and Reports are listed together since many clients enter data into 'forms' that they also use as 'reports'.

Sherpa configures the budget entry forms and reports required to go-live with each phase of the project. The table below identifies key forms and reports required with each go-live phase. This is not an exhaustive list of reports that will be configured for this project.

Form/Report	Description	Go-Live Phase
FY 2024-29 Five-Year Forecast ISF Rates (three documents provided by Risk, General Services, and IT Department)	Excel form used by Risk, ITD, and GS to transmit ISF rate percentage growth assumptions to CEO then departments	Budget Development
FY 2024-29 Five-Year Forecast CAP Expenditures	Excel form used by Auditor to transmit countywide cost allocation plan rate dollar growth assumptions to CEO then departments	Budget Development
FY 2024-29 Benefit Contribution Assumptions	Excel form used by HR to transmit health benefit assumptions to CEO then Auditor for use in the salary model	Budget Development
FY 2024-29 Bargaining Unit Wage Increase Assumptions	Excel form used by HR to transmit wage increase assumptions to CEO then Auditor for use in the salary model	Budget Development
FY 2024-29 Pension Rate Assumptions	Excel form used by CEO to transmit pension assumptions to Auditor for use in the salary model	Budget Development
FY 2024-29 Salary Model Comparison	BDS System download to Excel used by CEO and Auditor to validate salary models.	Budget Development
FY 2024-29 GFC Calculations	Excel form used by CEO to calculate General Fund Contributions to departments in forecast years.	Budget Development
FY 2024-29 GFC Allocations	Excel form used by CEO to communicate General Fund Contributions to departments.	Budget Development

FY 2024-29 Fiscal Issues Financial Impact Form	Excel form used by departments to report fiscal issues and their financial impact in forecast years.	Budget Development
FY 2024-29 Fiscal Issues Narrative Form	Word form used by departments to provide detail on forecasted fiscal issues elevated by CEO to Board attention.	Budget Development
Five-Year Forecast Department Report	FIN report (budget financial status) used to display department projected revenue and expenses	Budget Development
Expansion Requests	Excel form used by departments to request additional resources from CEO.	Budget Development
Service Level Reduction Request	Excel form used by departments to request service level reductions from CEO.	Budget Development
Personnel Requests (Position Change Form)	Excel form used by HR to identify changes in position allocation list.	Budget Development
Service Change Request	Excel form used by departments to request changes in services between departments	Budget Development
Ongoing Contracts Form	Excel report populated by departments and attached to recommended budget for Board approval.	Budget Development
Ongoing Grants Report	BDS System report populated by departments and attached to the recommended budget for Board approval.	Budget Development
Salary Model Comparisons – personnel requests	BDS system report used by departments to model the financial impact of personnel requests.	Budget Development
Revenue and Expense Variance Analysis	BDS system form used by CEO to set variance thresholds (between adopted, estimated actual, and requested budgets) that trigger department justification.	Budget Development

Fund Balance Analysis	BDS system form used by departments to identify fund purpose (restricted, committed, unassigned) and explain proposed uses of fund balance.	Budget Development
Financial Summary Projected Annual - By Fund Type	FIN Report used to view year-end projections by fund type	Budget Monitoring & Control
Financial Summary Projected Annual - General Fund	FIN Report used to view year-end projections for General Fund departments	Budget Monitoring & Control
Fund Balance Component Report - Outside Fund	FIN Report used to view projected fund balances	Budget Monitoring & Control
Fund Balance Component Report – General Fund	FIN Report used to view projected General Fund department fund balances	Budget Monitoring & Control
Financial Monthly Trend Report	FIN Report used to compare budgeted monthly expenditures and revenues to prior year actuals	Quarterly Budget Updates
Financial Status Report	FIN Report used to compare budget to actuals and projected year-end actuals.	Quarterly Budget Updates
Quarterly Report Attachment A Financial Summary by Department	FIN Report used to show projected year-end financial status of each department to the Board of Supervisors	Quarterly Budget Updates
Quarterly Report Attachment B Financial Summary by Fund	FIN Report used to show projected year-end financial status of each fund to the Board of Supervisors	Quarterly Budget Updates
Summary Schedules, Recommended Budget	Excel Report populated with data from FIN to report two year prior actual, current year adopted, current year estimated actual, and budget year recommended for major funds.	Budget Preparation
State Schedules 1-16 – Adopted Budget	Standard report	Budget Preparation



### 1.4 Publications

*Publications must be listed to be included in scope, with examples provided either online through a link or with a provided PDF. Publications require 'Sherpa Publishing' to be selected as a module.*

Publications are defined as outputs requiring extensive formatting, bringing together external documents, system data, and producing a heavily formatted output. Examples of publications are budget books, strategic plans, and capital books.

Publication	Link to Current Document	Go-Live Phase
Recommended Budget Book (CEO)	<a href="https://content.civicplus.com/api/assets/c380ff3e-8ed8-4298-af15-feccb4f0d4a7">https://content.civicplus.com/api/assets/c380ff3e-8ed8-4298-af15-feccb4f0d4a7</a>	Recommended - May
Adopted Budget Book (Auditor)	<a href="https://content.civicplus.com/api/assets/0409e8f7-f69e-407a-aa49-da774e448ce2?cache=1800">https://content.civicplus.com/api/assets/0409e8f7-f69e-407a-aa49-da774e448ce2?cache=1800</a>	Adopted - December
Capital Budget Book	<a href="https://content.civicplus.com/api/assets/c4af4c70-2473-42fb-a58b-c86a8bbae31d">https://content.civicplus.com/api/assets/c4af4c70-2473-42fb-a58b-c86a8bbae31d</a>	June

### 1.5 Users

*Estimate the number of users.*

Type	Approximate Number
System Administrators (Core Project Team, full or nearly full system access)	5
Budget Office Users	7
Department Users	294

## 1.6 User Security Profiles

*Security Profiles determine reporting setup. By default, all users are restricted to only their Department / Division etc. for any data entry. For example, Parks cannot edit Health data. In addition, all data is restricted by stage. A department user cannot edit the request when it is in the Executive stage. View access is often restricted from the Executive phase as well, only made available once the final Executive budget is published, but not while it is in progress.*

*The one variable is reporting or View access by Department. Clients determine if they want to allow one department to view another department's data or not. If View access is not controlled by department, it is generally a lower software cost and some parts of the budget, such as transfers, may be useful to be more visible. If View access is controlled by department or lower level (such as division), we need to account for a unique security profile per access level.*

### Not secured

In the current state, departments can see each others' budgets through the development process.

Access Control for Reporting (View)	Approximate Number of Users	Minimum Security Profiles
All Organizations	306	31
<b>Total Profiles</b>	<b>306</b>	<b>31</b>

## 2.0 Implementation Schedule

Timelines may be adjusted based on client availability or other demands.

### 2.1 Client black-out periods

*Include periods of time where there is low availability and no availability of your key project staff.*

#### Limited Availability:

- January – March (preparation for Budget Workshops) - CEO

#### No Availability:

- April 8-12 (week of Budget Workshops) - CEO
- May 1 – June 14 (Recommended Budget Development) – CEO
- Last week of June through July (Fiscal year end) - Auditor
- December 26 – December 31 (Family Friendly Holiday) - All Staff

## 2.2 Implementation Schedule

*This is completed once the scope and milestones are determined.*

- Note that we are assuming an approximate May 1 start date
- Assuming temporary HR interfaces for the initial go-live, to be followed by permanent interfaces
- Budget training is early December (Budget 101 - Dec 6) followed by budget kickoff in the afternoon on that day
- Salary model is prepared in late November, early December

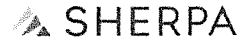
Estimated Timeline	Implementation Activity	Description
May 2024	<ul style="list-style-type: none"> <li>• <b>Project Kick-Off &amp; Planning</b> <ul style="list-style-type: none"> <li>○ Identify roles and responsibilities</li> <li>○ Establish implementation timeline and key milestones</li> <li>○ Map current process</li> <li>○ Identify databases</li> </ul> </li> </ul>	Meet with Client team to kick off project, finalize project plan and schedule. BFM is installed on AWS server with production and development environments.
June 2024 to Aug 2024	<ul style="list-style-type: none"> <li>• <b>Financial Data Configuration</b> <ul style="list-style-type: none"> <li>○ Chart of Accounts configuration and validation</li> <li>○ Data conversion and validation (FY 23-24 financial data)</li> </ul> </li> <li>• <b>Process Workshops (for staff to develop processes)</b> <ul style="list-style-type: none"> <li>○ Priority Setting workshops</li> <li>○ Budget development workshops</li> <li>○ Budget monitoring and control workshops</li> <li>○ 5yr Forecast workshops</li> </ul> </li> <li>• <b>Budget Process Configuration</b> <ul style="list-style-type: none"> <li>○ User Roles</li> <li>○ Budget development processes, forms, reports</li> <li>○ Budget monitoring and control processes, forms, reports</li> <li>○ 5yr Forecast processes, forms, reports</li> </ul> </li> </ul>	Initial system configuration and data loads for workshops. Interfaces are not developed at this time. Specific workshops will be held for each process, as needed, to identify desired future state and incorporate best practices. Forms and reports are configured. Due to limited availability in this timeframe, we will focus on key activities required for the first go lives.
Aug 2024 to Nov 2024	<ul style="list-style-type: none"> <li>• <b>Personnel Data Configuration</b> <ul style="list-style-type: none"> <li>○ Personnel data conversion and validation</li> <li>○ Validate forecast against current Salary Model</li> </ul> </li> <li>• <b>Process Workshops (for staff to develop processes)</b> <ul style="list-style-type: none"> <li>○ Personnel Cost Forecasting (PCF) workshops to define forecasting requirements</li> </ul> </li> <li>• <b>Budget Process Configuration (Forecast Tool)</b> <ul style="list-style-type: none"> <li>○ Build forecast calculation</li> <li>○ Build salary estimator tool</li> <li>○ Personnel cost forecasting processes, forms, reports</li> </ul> </li> </ul>	Personnel Cost Forecasting tool is configured and tested <b>Forecast is run for FY 2025-26 preliminary budget development.</b>
Nov 2024 to Dec 2024	<ul style="list-style-type: none"> <li>• <b>Training &amp; Material</b> <ul style="list-style-type: none"> <li>○ End user training materials developed</li> <li>○ Administrative Guide completed</li> <li>○ Requested Budget development training materials developed</li> <li>○ Recommended Budget training materials developed</li> <li>○ End user training for departments</li> </ul> </li> </ul>	Training provided to County budget team and department users to prepare for FY 2025-26 preliminary budget development.

	<ul style="list-style-type: none"> <li>• <b>Financial System Interface</b> <ul style="list-style-type: none"> <li>○ Establish Workday/Sherpa routine data interface configurations</li> </ul> </li> </ul>	Regular financial system interfaces established.
Dec 2024	<ul style="list-style-type: none"> <li>• <b>FY 2025-26 Budget Kick-Off</b></li> </ul>	
Jan 2025 to May 2025	<ul style="list-style-type: none"> <li>• <b>Configure Recommended Budget Book Components</b> <ul style="list-style-type: none"> <li>○ Summary Schedules</li> <li>○ Departmental Pages</li> <li>○ Staffing Summary</li> <li>○ Capital Budget Summary</li> </ul> </li> </ul>	
May 2025 to Aug 2025	<ul style="list-style-type: none"> <li>• <b>Configure State Schedules</b></li> <li>• <b>Process Workshops (for staff to develop processes)</b> <ul style="list-style-type: none"> <li>○ 5yr Forecast workshops</li> </ul> </li> <li>• <b>Budget Process Configuration</b> <ul style="list-style-type: none"> <li>○ 5yr Forecast processes, forms, reports</li> </ul> </li> </ul>	
Aug 2025 to Oct 2025	<ul style="list-style-type: none"> <li>• <b>Configure Adopted Budget Book Components</b></li> <li>• <b>Process Workshops (for staff to develop processes)</b> <ul style="list-style-type: none"> <li>○ Capital Improvement Plan workshops</li> </ul> </li> <li>• <b>Budget Process Configuration</b></li> <li>• 5yr Forecast processes, forms, reports</li> </ul>	

### 3.0 Payment Milestones - Software as a Service (SaaS)

SaaS payments are due upon installation and annually thereafter.

Software	Description	Amount	Appx Date
Year 1	Sherpa Budget (BFM) with 36 Reporting Profiles	\$159,260.00	June 1, 2024, or 15 days prior to project kickoff
Year 2	Sherpa Budget	\$164,515.00	6/1/2025
Year 3	Sherpa Budget	\$169,944.00	6/1/2026
Year 4	Sherpa Budget	\$175,552.00	6/1/2027
Year 5	Sherpa Budget	\$181,345.00	6/1/2028
Year 6	Sherpa Budget	\$187,329.00	6/1/2029
Year 7	Sherpa Budget	\$193,511.00	6/1/2030
Year 8	Sherpa Budget	\$199,897.00	6/1/2031
Year 9	Sherpa Budget	\$206,494.00	6/1/2032
Year 10	Sherpa Budget	\$213,308.00	6/1/2033
Year 11	Sherpa Budget	\$220,347.00	6/1/2034
Year 12	Sherpa Budget	\$227,618.00	6/1/2035
Year 13	Sherpa Budget	\$235,129.00	6/1/2036
Year 14	Sherpa Budget	\$242,888.00	6/1/2037
Year 15	Sherpa Budget	\$250,903.00	6/1/2038



Software	Description	Amount	Appx Date
Year 2	Full Administrative Support – Everest (Annual) 7/1/2025 – 6/30/2026	\$132,252	7/1/2025
Year 3	Enhanced Support Denali (Annual) 7/1/2026 – 6/30/2027	\$66,126	7/1/2026

### 4.0 Payment Milestones - Implementation

Training for the client Administrator is included and will occur throughout the implementation. Training also includes admin guides. All implementation milestone payments are fixed fee, one-time costs that are not to exceed. Payment will be due upon completion and acceptance by the client.

Milestone	Deliverable	Approximate Date	Amount
1	Priority Setting (operational and capital)	August 2024	\$16,426.00
2	Personnel Cost Forecasting Tool (single year)	November 2024	\$18,879.00
3	Preliminary Budget Development	December 2024	\$61,535.00
4	Recommended Budget Development	May 2025	\$34,230.61
5	Capital Improvement Plan Adoption	June 2025	\$35,670.70
6	Five Year Forecast Personnel and Budget	August 2025	\$5,850.00
7	Quarterly Budget Updates (includes Q1-Q4)	October 2025	\$17,835.35
8	Adopted State Schedules	December 2025	\$10,975.60
9	Workday HR Interfaces	HCM Live + 90 days	\$10,125.00
	<b>Total</b>		<b>\$211,527.26</b>

### 5.0 Optional Software and Services

Please see the Matrix below for details on enhanced support inclusions. Support services may be added or removed from the selected at any time by the client, but are always one year commitments.

Milestone	Deliverable	Approximate Date	Amount
4a	Recommended Budget Book – requires Sherpa Publishing.	April 2025	\$43,902.40
8a	Adopted Budget Book – requires Sherpa Publishing.	December 2025	\$21,951.20
5a	Capital Budget Book -- requires Sherpa Publishing. Create the Capital budget book, similar to FY 2023-24 to 2027-28 CIP Book (PDF).pdf.	June 2025	\$22,000.00
	<b>Total</b>		<b>\$87,853.60</b>

Product or Service	Description	Price
Full Administrative Support – Everest (Annual)	Sherpa performs all administrative tasks for the client	\$132,252
Enhanced Support Denali (Annual)	Sherpa provides additional support to the client but assumes the client has a system administrator performing daily activities	\$66,126
Year 1	Sherpa Publishing	\$28,500.00
Year 2	Sherpa Publishing	\$29,441.00
Year 3	Sherpa Publishing	\$30,413.00
Year 4	Sherpa Publishing	\$31,417.00
Year 5	Sherpa Publishing	\$32,454.00
Year 6	Sherpa Publishing	\$33,525.00
Year 7	Sherpa Publishing	\$34,631.00
Year 8	Sherpa Publishing	\$35,774.00
Year 9	Sherpa Publishing	\$36,955.00
Year 10	Sherpa Publishing	\$38,175.00
Year 11	Sherpa Publishing	\$39,435.00
Year 12	Sherpa Publishing	\$40,736.00
Year 13	Sherpa Publishing	\$42,080.00
Year 14	Sherpa Publishing	\$43,469.00
Year 15	Sherpa Publishing	\$44,903.00

## 5.1 Support Matrix

Category	Support Item	Standard Support	Denali Support	Everest Support
Rollover	Perform annual rollover or support BFM Administrator in annual rollover	X	X	X
Rollover	Universe support for annual rollover	X	X	X
Rollover	Copy Production to Development or Test environment as part of rollover process	X	X	X
Support	Help desk for BFM Administrator to submit and receive resolutions to system issues	X	X	X
Support	Guidance for client BFM Administrator with configuration of new budget forms or other processes	X	X	X
Reporting	Guidance for client BFM Administrator in creating complex reports	X	X	X
Training	Access to Sherpa Spotlights and training recordings library	X	X	X
PCF	Assist with PCF setup and data loads and data verification		X	X
Support	Support the BFM Administrator in data loads/Admin Uploads and data verification		X	X
Support	Configure Widgets		X	X
Support	Dedicated working sessions with client BFM team to review/resolve issues.		X	X
Reporting	Support with annual publication reports (excluding PatternStream/PADS style publications)		X	X
Training	Sherpa will provide training, if needed, to the BFM Administrator		X	X
System Admin	Perform all system administration functions, such as rollover, stage advancing, importing data, running BCS/Allocations/other admin processes, create new admin processes, and maintain security roles.			X
System Admin	Review and update documentation, including the Administrative Guides			X
System Admin	Set up forms for the year / for each cycle (create budget forms)			X
System Admin	Execute Admin Processes used in configuring budget cycle			X
PCF	Load PCF data and run initial projections. Sherpa runs initial checks, followed by client verification.			X
PCF	Assist with creating PCF What-If Scenarios			X

## 5.2 Rate Card

For future phases, if any, Sherpa can quote fixed-price deliverables as requested. On-site rates are inclusive of travel and assume 24 billable hours per trip.

Role	Description	Amount
Principal Consultant - Offsite	<ul style="list-style-type: none"> <li>Hourly professional services - Offsite</li> </ul>	\$225/hour
Principal Consultant – Onsite (Local)	<ul style="list-style-type: none"> <li>Hourly professional services - Onsite</li> </ul>	\$235/hour
Principal Consultant - Onsite	<ul style="list-style-type: none"> <li>Hourly professional services - Onsite</li> </ul>	\$265/hour

## 6.0 Client Implementation Activities

The County is choosing the full-support methodology, where Sherpa will perform all implementation and testing activities, with the exception of tasks that Sherpa cannot complete. Client tasks will include providing data to Sherpa, providing requirements via workshops, and testing final results to ensure conversions, interfaces, and other configuration meets their needs. Post implementation, Sherpa will perform system administration activities for the first year. This could include client administrator training at the County's discretion.

The following defines the scope of the Client's implementation activities. The activities identified below are critical for successful implementation and on-going system administration. Depending on the calendar time assigned to the project, the Client will need to dedicate between .25 and .5 FTE with some peak times near 1 FTE. Client activities are as follows, with an estimated number of hours.

### 6.1 Project Staffing

See **Appendix 1 – Hours Plan** for details.

### 6.2 Standard Sherpa Support

Post go-live, Sherpa provides different levels of support for our clients on a subscription basis. Support packages cover a full fiscal year, with built-in assumptions of your more critical, busier times as well as slower times of the budget cycle.

Standard Support assumes a Client BFM Administrator ("Client Administrator") is trained in the system and that Sherpa provides support to this Client Administrator. The Client Administrator will perform most administrative tasks but may need support with new processes. Questions about data may arise and the Client Administrator will perform all due diligence and document their analysis and present this to the Sherpa support team. Client Administrators will triage incoming questions and submit to Sherpa Support any attempts to recreate the issue. Client Administrators are responsible for training end users and any replacement Client Administrators. Standard support assumes that the Client Administrator will update documentation, including the administrative guides, based on changes that take place after the



final milestone in this SOW. This level of Standard Support is included with the BFM software subscription. Details of what is provided are in the table below.

Category	Standard Support Functions
Rollover	Perform annual rollover or support BFM Administrator in annual rollover
Rollover	Reporting support for annual rollover
Rollover	Copy Production to Development or Test environment as part of rollover process
Support	Help desk for BFM Administrator to submit and receive resolutions to system issues
Support	Guidance for client BFM Administrator with configuration of new budget forms or other processes
Reporting	Guidance for client BFM Administrator in creating complex reports
Training	Access to Sherpa Spotlights and training recordings library

## 7.0 Project Activity Checklist and Change Management

Sherpa's recommended approach to implementation is outlined in a sample implementation guide, included as Appendix 2 to this scope of work. During initial project kick-off stage of the project, Sherpa will work with the Client to customize the activities and responsibilities included in the guide to reflect the Client's selection of a full-support implementation methodology, where Sherpa will perform all implementation and testing activities, with the exception of tasks that Sherpa cannot complete. See **Appendix 2 Sample Implementation Guide** for details.

## 8.0 Exclusions and Assumptions

### 8.1 Exclusions

- Grant Management (GMS will continue to manage)
- Performance measures and strategic planning are excluded.

### 8.2 Assumptions

- The majority of work will be conducted offsite.
- Sherpa and the Client will inform ERP implementation vendor(s) of key project activities to ensure effective coordination.
- Sherpa will have access to Workday for purposes of integration configuration.
- The ERP team will provide support during integration configuration.
- Temporary interfaces with non-Workday systems will be file-based integrations or conversions.
- For purposes of temporary interfaces, Sherpa will have access to County team members to locate the appropriate data from legacy source systems. County team members will provide the requisite files. Temporary interfaces may include
  - FIN for historic budget and financial data
  - WIN and/or DEN for personnel data









# SAMPLE

## Sherpa Budget Implementation Guide

Client Guide -Project Kickoff



Version 5.24

## 1. Sherpa Budget Methodology

Following is a recommended approach to our Sherpa Budget projects.

- The client roles below should be completed at or prior to project start
- The same person may fill multiple roles
- Not every project will have all roles (e.g., some clients will not have performance or capital)

### 1.1. Role Definition and Assignment

See Knowledge Transfer plan for reference. Note: Time commitments vary depending on project scope and number of project team members.

Role	Description	Time Commitment
Executive Sponsor	The primary sponsor of the project; this is often a budget director or budget manager.	2 hours/month
Steering Committee or Executive / Legislative Team Members	Optional. A group can be established to review key decisions and meet periodically to review project progress. Depending on the involvement of these teams, they could also be included in configuration reviews.	TBD
Project Manager	The person responsible for project plan, scheduling, status, and overseeing project.	TBD
Sherpa Budget Administrator	Required. Identify staff member that will be responsible for general administration of system; including general configuration/menu changes, security/users, form configuration changes, and budget process staging.	TBD
Sherpa Budget Administrator - Backup	Required. Identify staff member that will be primary back-up for Budget Administrator.	TBD
Reporting Lead	Optional. Identify staff member responsible for collecting report requirements and creating reports.	TBD
Capital Lead	Optional. Identify staff member responsible for Capital Budgeting configuration, loading data, and general capital inquiries.	TBD
Performance Management Lead	Optional. Identify staff member responsible for Performance Measure configuration, loading data, and general PM inquiries.	TBD
Personnel Budgeting Lead	Optional. Identify staff member responsible for PCF configuration, loading HR data, and general PCF inquiries.	TBD
Budget Office Team Members	Typically, we play back configuration and process decisions to the full budget office team to get feedback prior to extending to agency/department team members.	4 hours/month / may have more involvement in training
Agency/Department Project Team Members	Optional. Many clients identify representative low-complexity and high-complexity agency or department budget leaders to be part of the configuration review process. This feedback is prior to extending to agency/department stakeholders.	4 hours/month
Agency/Department Stakeholders	Optional. Identify the set of users who are impacted by the system. We often include them in the Communication Plan and have periodic demonstrations of the software to solicit feedback.	1-2 hours / month once configuration has started.

#### Client Team

Name	Project Title/Role	Email	Phone	'What is My IP Address'
	Executive Sponsor			NA
	Project Manager			NA
	Sherpa Budget Administrator			

## Sherpa Scope of Work, Appendix 2

Name	Project Title/Role	Email	Phone	'What is My IP Address'
	Sherpa Budget Administrator - Backup			
	Reporting Lead			
	Capital Lead			
	Performance Management Lead			
	Personnel Budgeting Lead			

**Sherpa Team**

Name	Project Title/Role	Email	Phone	Time Zone
	Executive Sponsor			
	Solution Architect			
	Functional Lead			
	Project Manager			
	Technical Lead			
	Reporting Lead			

## 1.2. Implementation Methodology Overview

- Sherpa will work primarily with the client Sherpa Budget Administrator and Project Manager for project planning, training, and most project activities.
- We prefer that we convert as much data as possible early in the project to make presentations and discussions more effective. It is fully expected that much of the initial conversion will be updated throughout the project. In some cases, completely different approaches to data setup result from our workshops and report reviews.
- The client Sherpa Budget Administrator will be the primary communicator with the budget office, department representatives, and other stakeholders. This is done to ensure the Sherpa Budget Administrator is fully aware of client activities, Sherpa Budget functionality, and project schedule. Sherpa will be glad to participate in meetings and presentations, but the Sherpa Budget Administrator should plan on leading much of the discussion.
- Sherpa Budget Administrator will train other team members as needed. Training is one of the best ways to test your knowledge.
- There are some system administration areas that require multiple training sessions. We have found that breaking up training into smaller, digestible pieces is better than big-bang training. Areas that require multiple sessions include Measures and Reporting.
- The client will take the lead on End User training and the Sherpa Budget Administrative guide. This is a critical step in taking ownership of your new Sherpa Budget system. Sherpa will provide support including examples of existing guides (often you can just swap in/out screen shots) and in many cases we will fill in the document together for some more complicated pieces.
- We expect change. It is better to have the right solution than to have the solution we originally agreed to based on our design workshops. During each configuration or process review, the client learns more about software possibilities and Sherpa learns more about the client processes. Continue to raise ideas for improvement; there may be a time where things must



settle down for training documents and go-live activities, but until then the configuration may change often.

## 2. Project Preparation

### 2.1. Client Provided Documents

Request the following documents during initial planning calls or at Project Kick-off.

Document	Received?
Budget timeline	
Current system documentation	
Current spreadsheets or Access databases that are being used. If Access, prefer full access to tables, queries, forms, and reports so we can extract as needed and see the current design.	
Budget instructions / procedures – any documents that are used internally to guide budget development or are distributed to users	
Reports – gather existing reports that are known to be required, including: current standard reports, reports required for submission to other entities, common queries. Electronic format is preferred but paper format or mock-ups are fine. This is not a final list; it is a starting point to help with chart of accounts reviews and other setup.	
Publications – forward the latest publications in pdf format.	

### 2.2. Initial Data Collection

In some cases, we will ask for additional data prior to an official start date to accelerate projects. Preferred file format for all data requested is Excel. If this is not an option, txt, prn, and csv are acceptable. Our goal is to make this an effortless process; we should re-use current files or extracts whenever possible.

#### 2.2.1. Chart of Accounts

- Chart of accounts, such as fund, org, object/account, projects, etc.
  - Include any attributes such as fund groups or other categories as needed for reporting
  - Chart of account hierarchies.
  - There are often follow-ups to this data as reports are examined

#### 2.2.2. Financial Data

- Financial Actuals - expense and revenue
- Budgets (adopted)
- Budgets (amended)

#### 2.2.3. HR Data

HR data is more difficult to get in advance, but anything that can be gathered in advance will be helpful.

- List of positions and relevant data, such as job, status, chart of accounts, etc. Generally, a position dump from HR.

## Sherpa Scope of Work, Appendix 2

- If you budget by employees, a list of employees, including the position to which they are assigned.
- Job classes
- Salary tables
- List of Benefit Codes and associated rates; these may be multiple files. Include supplemental pays and statutory costs by which you want to budget.

### 2.2.4. Performance Data

- Missions, goals, objectives
- Performance measures and attributes
  - Group/Hierarchy tables as needed
- Performance targets and actuals

## 2.3. Knowledge Transfer

### 2.3.1. Knowledge Transfer Plan

Sherpa and the client will create a Knowledge Transfer Plan, which will:

- Assign personnel to each of the roles identified above
- Sustainment roles for all, if different from the project roles

The plan will be updated throughout the project to confirm progress.

### 3. Team Kickoff

We have a few potential team kickoff events. Depending on the scale of the project, none or all may be used.

#### 3.1. Internal Kickoff /Scope Review

The client project manager and functional lead meet with the Sherpa project manager and functional lead to review the high-level project plan (key dates) and discuss the project scope.

- Items in the RFP that no longer needed or low priority?
- Items not in the RFP that are now a high priority?
- Clarifications, as needed
- Confirm go-lives of key components
- Confirm process for reviewing deliverables

#### 3.2. Project Team Kickoff

For key members of the project team, we will have a meet-and-greet, discuss the project at a high level.

- Identify project roles, budget administrator, and team responsibilities
- Review implementation methodology
- Discuss budget process timeline and key go-live dates
- Discuss current system access and documentation/budget instructions/procedures
- Discuss current publications and reporting needs
- Discuss initial data collection items

Some clients choose to have a smaller team kickoff followed by one for the entire budget group, including departments/agencies and other parties considered stakeholders or potential users of the system.

#### 3.3. Software Overview

Often combined with the Project Team Kickoff, Sherpa presents a short demonstration of the product to refresh the team on the functionality to prepare for our initial workshops. This can be a standard demonstration or ideally can include some of the initial data collection items so client can see their data in system.

## 4. Data Setup and Initial Training

Following are initial training sessions that include data setup. This is generally for the functional system administrator and optional backup administrator. Sherpa starts with some hands-on system work prior to workshops to make the workshops more effective.

### 4.1. Chart of Accounts / Initial Setup

**User Guide: 600.00 Menu Configuration.docx**

**User Guide: 600.20 Screen Configuration.docx**

**User Guide: 400 Chart of Accounts.docx**

#### Client Team:

- Sherpa Budget Administrator
- Sherpa Budget Administrator – Backup

Chart of accounts will be loaded or entered in the system. Sherpa and the client will review the chart of accounts and perform an initial analysis.

- What are the chart of account elements used in budget preparation?
- What are the chart of account elements used for budget execution?
- What is the control level in budget execution?
- Which chart of account elements are used for performance measures?
  - How is performance data linked to budget/actual data?
- What groupings, rollups, or other attributes are required for reporting and publications?
- Can any chart of account element be inferred based on another chart of account dimension (e.g., can you infer Fund from Organization or Function from Program, etc.)
- Are the chart of accounts 'clean' or do we need to examine what codes should be active/available for use?
- How will chart of accounts be maintained
  - Financial system – direct interface?
  - Created during data loads?
  - Manual entries
  - *Consider volume of changes when deciding the methodology*
- Sherpa will assign the dimensions in your source system to Sherpa Budget dimensions. This allows the project to proceed to loading dimension data.

The chart of accounts will change over time; in many cases reporting requirements will add to the chart of accounts throughout the project and over future years.

#### 4.1.1. For each dimension, grouping, or hierarchy, update Sherpa Budget configuration

- Use the '492' load to do mass configuration of the system
- Use Menu Configuration to update and Activate menu items

- Use Screen Configuration to update labels
- Update Import/Export configuration

#### 4.1.2. Load Data into BFM

- Load the Dimension for a chart of account, such as Org
- Load hierarchies (if applicable)
- Load or enter groupings
- Repeat for all dimensions

The Client will be assigned tasks to complete setup. Since this is an ongoing activity, it is important to understand how to make updates.

## 4.2. Sherpa Task – Reporting Environment

Set up reporting environment as well as Administrator and End User roles.

## 4.3. Security training

*User Guide: 500.30 Security Guide.docx*

### Client Team:

- Sherpa Budget Administrator
- Sherpa Budget Administrator – Backup
- Project Manager

This is a preliminary discussion of security, where we will overview how security works and set up project team members in Sherpa.

- Create initial set of real/test users
- Set up some shell security roles as needed
- Most security is set up after Chart of Accounts loads

## 4.4. Data Conversion

Sherpa will generally do the data conversion since it is a one-time task. This is done after dimensions are created to ensure any crosswalks/updates are taken into account when this is done. The format for the data is not important for one-time conversion.

Timing on data conversion depends on the availability of data. It may precede or follow workshops and other training. Note: If Sherpa is being implemented concurrent with a financial/HR system, the client will have responsibility for cross-walking any data from an old chart of account/HR structure to the new chart of accounts/HR structure.

#### 4.5. Report training (1)

Sherpa will train the client Sherpa Administrator and Reporting Lead on the basics of Business Objects including:

- What is a Universe / best practices for maintenance/updates
- Reporting options
- How to run existing reports
- Simple changes to reports
- Making Chart of Accounts verification reports

#### 4.6. Reporting environment

Reporting environments are critical for conversion testing and are created once the contract is executed. Reports will be converted from a similar client to provide a starting point. Initial reports will be used to:

- Check dimension / grouping relationships
- Check for data conversion success – both raw data and when connected to chart of account dimensions
- Often, we will create a mini budget-book view since that is easy to test
- Check for missing grouping values
- Check for missing dimension values
- Check for chart of accounts that have no data (may be good candidates for inactive codes)

## 5. Process Workshop Schedule

### 5.1. High level process review

This is a review of the major steps of the budget process, following the budget timeline. The objective is to transfer knowledge of the client's budget process to the Sherpa project team which will be used to fine-tune future workshop topics. In addition, the client will identify major pain points or things that work well today and should be preserved. In this meeting Sherpa will be interviewing the client.

**Client Attendees:** Typically, 1-3 people who understand the full lifecycle

**Duration:** 1 hour

#### Preparation before the Meeting:

**Client:**

- Provide process documentation

**Sherpa:**

- Review client-provided documents

### 5.2. Chart of Accounts

Chart of accounts have been loaded as a preliminary view for review.

The current Chart of Accounts used for budgeting will be reviewed for both operating and capital budgeting. The client administrator will show the current data that has been converted and any open items will be discussed. It may be useful to log in to the current budget system.

**Client Attendees:** Typically, 1-2 people who understand the chart of accounts and are familiar with most standard reports. Financial system integration will be discussed in a future meeting, so this expertise is not required.

**Duration:** 2 hours

#### Preparation before the Meeting:

**Client:**

- Provide current system documentation

**Sherpa:**

- Review client-provided documents

### 5.3. Reporting and Publications

The publications required for the project will be reviewed in detail, identifying the structures and data required for the document. Design changes, if any, will be discussed. Standard reports will be reviewed,

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identifying the data sources for the reports. Sherpa or the client will bring one-page (or more if necessary) printouts of the reports to mark up or pdfs can be marked up. The final designs of these documents will not be made in this session, the objective is to understand the inputs required which will impact chart of accounts and budget form design.

**Client Attendees:** 1-3 people who understand the publications and reports which are under consideration, including representatives that have design authority over the publications and reports.

**Duration:** 3 hours, typically 1 hour on publications and 2 hours on reports

### Preparation before the Meeting:

**Client:**

- Soft copies of reports and publications can be forwarded to Sherpa ahead of time, if possible.

**Sherpa:**

- Review current publications and reports

## 5.4. Preparing the Budget for Rollout - Operating

The budget system must be prepared by the Sherpa Budget Administrator prior to rollout to departments, similar to activities performed today. This session will review these steps, which may include:

- Starting with a prior year adopted/amended budget
- Zero-out certain accounts
- Apply inflation factors
- Centrally-budgeted revenue
- Centrally-budgeted items such as workers comp, debt service, leave payoff
- Targets
- Internal service or enterprise fund budgets

**Client Attendees:** 1-4 people who understand the steps that the budget office takes to roll out the budget. There may be people who have targeted information who can be scheduled for a subset of the meeting.

**Duration:** 2 hours

### Preparation before the Meeting:

**Client:**

- Provide current budget process documentation

**Sherpa:**

- Review client-provided documents



## 5.5. Departmental Budgeting - Operating

Review the process that begins when departments first are exposed to the budget in a given budget cycle and ends when they submit the budgets to the budget office. Consider the types of budget entry forms that will be used. The current forms will be examined. This will exclude interdepartmental activities such as IT, fleet, or other charges that will be discussed in a later session.

Following the departmental stage, discuss the activities that take place after submission and potential workflow.

**Client Attendees:** Budget office staff will lead this discussion, but 1-3 representative department budget analysts could be in the meeting if desired. There will be follow-ups to this meeting so it does not need to be exhaustive.

**Duration:** 2 hours

## 5.6. "The Budget Equation"

A working session where Sherpa Budget Measures are discussed in context of how data is reported and workflow is created. The session begins with a Sherpa overview of how Measures work, how they link to reports, and how they are impacted by rollover.

**Client Attendees:** Client administrator, if needed 1-2 people familiar with the budget process and key reports

**Duration:** 2 hours

## 5.7. Salary and Benefit Forecasting

This is the process undertaken by the budget office to create salary and benefits budgets. Topics may include:

- Position versus employee budgeting
- Contracted raises
- Step increases
- Non-step positions
- Budgeting for vacant positions
- Position/employee allocations
- Position/employee benefits – at what level do you wish to budget
- Supplemental pays
- Statutory costs
- Seasonal and temps
- Overtime
- Long term forecasts?
- In-year activities, bargaining unit negotiations, budget to actuals

A demo of the software is the next session following this fact-finding meeting, but the system may be shown depending on how much prep work is possible.

**Client Attendees:** Budget office staff familiar with the salary and benefit budgeting process.

**Duration:** 2 hours

**Preparation before the Meeting:**

**Client:**

- If data is available extracts will be provided for all background tables.

**Sherpa:**

- Load any data provided that translates logically to BFM

## 5.8. Write ups

Sherpa will write up findings from the initial meetings and begin the System Administration Guide. Short web-meetings will take place as needed to review materials and answer questions. Other activities include:

- Client: gather additional data files requested
- Team: make updates to chart of accounts and data loads

## 6. Conversion from Existing System

This is a working session where we will go through the existing budget system and export required tables and data. Some of this data may be done in advance depending on the system and ease of access.

**Client Attendees:** Budget office staff (1-2 people) who knows the current system and how to run reports/save as delimited or Excel.

**Duration:** 2 hours

### Preparation before the Meeting:

**Client:**

- Provide current system documentation

**Sherpa:**

- Review client-provided documents

### 6.1. Conversion - Interface from Financials

This is a working session where we will go through the existing Financial system exports of required data that will be used for monthly budget and actual loads going forward.

**Client Attendees:** Budget office staff (1-2 people) who knows the data they will want to have interfaced to Sherpa Budget.

**Duration:** 2 hours

### Preparation before the Meeting:

**Client:**

- If available, send existing interface files and layouts

**Sherpa:**

- Review existing files and layouts provided

### 6.2. Interface from HR (1)

This is a working session where we will go through the existing HR export files and required data that will be used to populate the Personnel Cost Forecasting projections/budgeting going forward.

- Positions
- Employees
- Job Classes
- Salary Tables

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- Benefits
- Benefit Rates

**Client Attendees:** Budget office staff (1-2 people) who knows the personnel cost forecasting data they will need in Sherpa Budget

**Duration:** 2 hours

### Preparation before the Meeting:

**Client:**

- NA

**Sherpa:**

- Provide an outline of the expected data required in BFM

## 7. Other Potential Workshops

### 7.1. Forecasting and Projections – Initial Review

This is a review of the major steps of the Forecasting and Projections process, following the budget timeline. The objective is to transfer knowledge of the client's process to the Sherpa project team which will be used to fine-tune future workshop topics. In addition, the client will identify major pain points or things that work well today and should be preserved. In this meeting Sherpa will be interviewing the client.

**Client Attendees:** Typically, 1-3 people who understand the full lifecycle

**Duration:** 2 hours

#### **Preparation before the Meeting:**

**Client:**

- Provide process documentation

**Sherpa:**

- Review client-provided documents

### 7.2. Transfers, Internal service charges - Cost Pools, Inter-agency transfers, Buyer/Seller Agreements, Cost Allocations

Review budget items impacted by internal service charges and transfers. Discuss different types of charges, such as those with negotiations versus straight cost allocation.

**Client Attendees:** 1-3 people from the budget office familiar with the process; departments may be invited who are significant buyers or sellers of services.

**Duration:** 2 hours

### 7.3. Capital Budgeting

Review capital budgeting needs.

**Client Attendees:** 1-3 people from the budget office familiar with the process; departments may be invited who have capital projects.

**Duration:** 2 hours

### 7.4. Performance Measures/Strategic Plans

Review budget performance measures and strategic plans. Discuss different types of performance measures or strategic plans that impact budget /budget book.

**Client Attendees:** 1-3 people from the budget office familiar with the process; departments may be invited.

**Duration:** 2 hours form

## 7.5. Supplemental/Mid-Year Adjustments

Review budget items impacted by supplemental or mid-year budget adjustments.

**Client Attendees:** 1-3 people from the budget office familiar with the process; departments may be invited.

**Duration:** 2 hours

## 8. Configuration Playbacks

As Sherpa project team configures areas of the system playback configuration/functionality with client project team.

### 8.1. Budget Forms/Admin Processes

One form is configured, usually the Base form. The client administrator will assist with testing. For each form, a general process is followed:

- Client and Sherpa review requirements and create a formal or informal design
  - Forms such as Base forms can often be informal
  - New complex process often requires a design document
- Sherpa: initial form configuration and unit testing
- Client Administrator: set up security with Sherpa support / assign to test users / test the form/ create the end user documentation for the budget form. This is done for each form as they are completed. This ensures that testing is thorough (it follows this guide) and standard changes are incorporated into the forms being developed.

### 8.2. PCF Setup

Initial data set is loaded, and initial projection is created.

- Sherpa: initial conversion and configuration
- Client and Sherpa review PCF Configuration – Pay periods, FY, Calendars
- Client and Sherpa review Salary table setup
- Client and Sherpa review Benefits setup
- Client and Sherpa review Job Class defaults
- Client and Sherpa review Position and Employee data
- Client: Review projection results using standard reports.
- Client and Sherpa work together to make any tweaks to setup/configuration

## 9. Project Activity Checklist

### 9.1. Chart of Accounts

Following are the chart of accounts used / mapping to the source system.

Budget System Label										
Sherpa Field	orgn	div	fund	prog	proj	grnt	acty	bdob	dim1	dimX

In the section below, delete dimensions not being used or note as NA. Add additional dimensions as needed.

Description	Who?	Timeline	Status?
<b>Organization Dimension</b>			
Determine Organization Groupings and Hierarchy			
Turn on needed Organization Groups, update screen and menu configuration			
Load/enter data for Organization Groups			
Configure Organization Dimension screen			
Load Dimension data			
Test Dimension data			
Setup Organizational Hierarchy			
Test Hierarchy – coincides with Org Security			
Update Universe – Org folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Org groups and hierarchies			
Run reports on groups and hierarchies			
<b>Object / Account Dimension</b>			
Determine Objects Groupings			
Turn on needed Object Groups, update screen and menu configuration			
Load/enter data for Object Groups			
Setup Object Types (Group 20 for Sherpa Budget 4.3+)			
Configure Object Dimension screen			
Load Dimension data			
Test Dimension data			
Update Universe – Object folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Object groups and hierarchies			
Run reports on groups and hierarchies			
<b>Fund Dimension</b>			
Determine Fund Groupings			
Convert Fund Hierarchy, if present, to groupings			
Turn on needed Groups, update screen and menu configuration			



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Description	Who?	Timeline	Status?
Load/enter data for Groups			
Fund Dimension, update screen and menu configuration			
Load Dimension data			
Test Dimension data			
Update Universe – Fund folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Fund groups and hierarchies			
Run reports on groups and hierarchies			
<b>Project (Proj) Dimension</b>			
Determine Project (Proj) Groupings			
Convert Project (Proj) Hierarchy, if present, to groupings			
Turn on needed Groups, update screen and menu configuration			
Load/enter data for Groups			
Project (Proj) Dimension, update screen and menu configuration			
Load Dimension data			
Test Dimension data			
Update Universe – Project (Proj) folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Project (Proj) groups and hierarchies			
Run reports on groups and hierarchies			
<b>Grant (grnt) Dimension</b>			
Determine Grant (grnt) Groupings			
Convert Grant (grnt) Hierarchy, if present, to groupings			
Turn on needed Groups, update screen and menu configuration			
Load/enter data for Groups			
Grant (grnt) Dimension, update screen and menu configuration			
Load Dimension data			
Test Dimension data			
Update Universe – Grant (grnt) folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Grant (grnt) groups and hierarchies			
Run reports on groups and hierarchies			
<b>Program (prog) Dimension</b>			
Determine Program (prog) Groupings			
Convert Program (prog) Hierarchy, if present, to groupings			

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<b>Description</b>	<b>Who?</b>	<b>Timeline</b>	<b>Status?</b>
Turn on needed Groups, update screen and menu configuration			
Load/enter data for Groups			
Program (prog) Dimension, update screen and menu configuration			
Load Dimension data			
Test Dimension data			
Update Universe –Program (prog) folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Funded Program (prog) groups and hierarchies			
Run reports on groups and hierarchies			
<b>Activity (acty) Dimension</b>			
Determine Activity (acty) Groupings			
Convert Activity (acty) Hierarchy, if present, to groupings			
Turn on needed Groups, update screen and menu configuration			
Load/enter data for Groups			
Activity (acty) Dimension, update screen and menu configuration			
Load Dimension data			
Test Dimension data			
Update Universe – Activity (acty) folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Activity (acty) groups and hierarchies			
Run reports on groups and hierarchies			
<b>Performance Measures (dm1) Dimension</b>			
Determine Performance Measures (dm1) Groupings			
Convert Performance Measures (dm1) Hierarchy, if present, to groupings			
Turn on needed Groups, update screen and menu configuration			
Load/enter data for Groups			
Performance Measures (dm1) Dimension, update screen and menu configuration			
Load Dimension data			
Test Dimension data			
Update Universe – Performance Measures (dm1) folder – rename fields, hide unneeded fields, add new/needed			
Create / update report on Performance Measures (dm1) groups and hierarchies			
Run reports on groups and hierarchies			

### 9.2. Data Conversion / Measures

Description	Who?	Timeline	Status?
Create 'budget equation' with client			
Set up measures			
Measure posting			
Test measures / posting code crosswalk			
Test report on measures / posting code crosswalk			
Load converted data			
Verify converted data			
Historical Budget			
Historical Actuals			
Performance Data			
Other			

### 9.3. Security

Description	Who?	Timeline	Status?
Update Menu (names, hide/show)			
Define Menu Roles			
Setup Menu Roles			
Test Menu Roles			
Define Stage Roles – coincides with Form setup			
Setup Stage Roles			
Test Stage Roles			
Define Action Security Roles			
Setup Action Security Roles			
Test Action Roles			
Setup Organization Security Groups based on Org Hierarchy			
Define any additional unique Org Security Roles			
Define Security Groups			
Test Org Security Roles			
Determine Password Policy			
Determine Reporting User setup			
Load Users			
Test Users			
User Acceptance Test –Users and Roles			
Single Sign-On setup required			

### 9.4. Base Budget

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Description	Who?	Timeline	Status?
Budget Calculation – Create BCS Definition and Set for creating the Base Budget. Target should post to the measure ROLLOVER. If this data will be editable in a budget form, update the Admin Process to reflect that option.			
The Measure ROLLOVER will feed into the BASE measure for reporting, along with the results of PCF00.			

9.5. Budget Forms

Description	Who?	Timeline	Status?
Determine Type of Forms needed			
Design Budget Form			
Budget Form Configuration: Follow Budget Form Checklist!			
Determine Form Header Dimension Level			
Setup Needed Stages			
Setup Needed Measures			
Turn on needed Tabs/rename as desired			
Establish Form Dimensions			
Setup any Dimension filters			
Configure Form Measures			
Setup Process Control for Create Budget Form setup			
Configure Form Reports			
Test Form for Dimension and Measure setup			
Setup Header Screen Configuration			
Setup Import/Export Configuration			
Project Team Testing (each form as it is ready)			
Budget Office Form Testing			
Project Team Form Testing / Include Department / Agency Users			
Repeat for each Form			

9.6. PCF

Description	Who?	Timeline	Status?
Determine pay periods/accruals/years/contracts			
Setup Fiscal year Table			
Setup/Load Pay Periods			
Review Year and Contract Year Table (created from Pay Period load)			
Setup/Load Calendar Date			
Setup/Load Benefit Calculation Frequency			

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Description	Who?	Timeline	Status?
Determine Benefit Codes/groups/Categories			
Setup desired Benefit Groups for reporting			
Setup/Load Benefits			
Setup/Load Benefit Rates			
Determine which benefits are standard vs by employee			
Setup needed Benefit Categories			
Assign Benefits to Benefit Categories			
Determine Salary tables/Bargaining Units/Unions			
Setup BU/Union codes			
Setup Salary tables			
Setup Step Codes			
Setup Grades – If Job Class, will be automatically loaded with Job Class			
Load Salary Amounts			
Determine Needed Pay Progressions – Steps			
Setup Step Tables			
Setup Step Durations			
Determine Needed Pay Progressions – Non-Steps			
Setup Non-Step tables			
Setup Non-Step dates/rates			
Determine needed Job Class groups for Reporting			
Turn on needed Job Class Groups			
Setup Job Class Groups			
Setup Grade/Class Global Parameter			
Setup/Load Job Class Codes			
Assign default Benefit Categories to Job Classes			
Determine and Setup Position Status Codes			
Determine and Setup Employee Status Codes			
Determine if Allocations Profiles are being used			
Setup Allocation Profile Codes			
Load Allocations			
Determine method for loading Positions/Employees			
Load Positions			
Load Position Funding/Allocations			
Load Position Benefits			
Test/Edit a few loaded Positions for accuracy			
Create Employees from Positions or			
Load Employees			
Load Position Funding/Allocations			
Load Position Benefits			
Test/Edit a few loaded Employees for accuracy			

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Description	Who?	Timeline	Status?
Run Employee Validation			
Review and correct any errors			
Create Special Class/Lumpsum Job Classes			
Determine defaults			
Create Special Class/Lumpsum Position/Employees			
Determine Position/employee defaults (i.e., FTE, Salary %, status, etc)			
Determine Position Wizard and Position Tab load configuration			
Review PCF Global Parameters			
Ensure parameters are setup			
Ensure default dates are accurate			
Setup Initial Projection (Version 0)			
Run Projection			
Review/Test Projection Results			
Review Standard PCF reports			
Make necessary adjustments to reports			
Make necessary adjustments to PCF setup			
Retest Projection run			
Test timings, determined tuning if needed			
Determine needed PCF stages			
Setup Stages			
Best Practice: PCF00 is used for the initial projection; PCF00 posts to the Measure BASE. Advance to PCF01 before departments begin form entries.			
Setup Measures (PCF00 posts to the Measure BASE). Use new Incremental Post methodology when setting up measures.			
Determine Delta Projection Schedule			
Setup Projection Scheduler			

9.7. Reports

Description	Who?	Timeline	Status?
Create reporting environment			
Load baseline reports, remove un-needed reports, test baseline reports			
Create report tracker			
Create specifications (examples of each required report)			

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Description	Who?	Timeline	Status?
Provide Reporting Overview Training			
Determine reporting strategy: who will have access to reports /when, who can make their own reports, standard versus interactive reports.			
Assign reports to Sherpa / Client with timelines			
Create Reporting folder structure and security structure			
Schedule training / report working sessions			

## 9.8. Miscellaneous Setup

Description	Who?	Timeline	Status?
BFM Parameter Updates			
Email Configuration			
Budget Calculations			
Forecasts?			
Administrative Processes			
Test Delivered Processes			
Create New Processes as Needed			
Dev Environment			
Make Dev Environment			
Test Admin Process to Copy Prod to Dev			
Stage Advancer			
Practice Stage Advancer			
Configure Budget Submit Form (Optional)			
Errors / Validations			
Update Validation messages to match client nomenclature			
Mass turn-off validations for unused dimensions			
Home Page Updates			
Dashboard – Activate Widgets / Configure			
Make Custom Widgets			
Configure Report Widgets			
Task List			
Create task list / milestones			
Nightly Processes			
If any – set up nightly processes or other scheduled events, such as snapshots, forecasts			
Set up Rollover			
Practice Rollover in Dev Environment			

### 9.9. Interfaces - Financial

Description	Who?	Timeline	Status?
Determine frequency and type of interfaces.			
Determine methodology for 'automated' interfaces, if applicable (SFTP, other API)			
Budget to Sherpa			
Revised budget to Sherpa			
Actuals to Sherpa			
Encumbrances to Sherpa			
Sherpa to Financial System			
Chart of Accounts			

### 9.10. Publications - Optional

Description	Who?	Timeline	Status?
Create publications tracker	Sherpa		
Create specifications (examples of each required publication)	Client		
Setup PADS environment	Sherpa		
Create org hierarchy outline / automated process for synchronization	Sherpa		
Create publication outline (PADS)	Sherpa with Client Support		
Create end-user publication guide (draft) that outlines how the software will be used to collect information by departments	Client with Sherpa support		
Create test department section	Sherpa		
Run full department sections	Sherpa		
Create front-matter / other sections	Sherpa		
Test refresh of the book	Client		
Create system administrator publication guide that outlines how the budget office will manage PADS and the publication process	Client with Sherpa support		



## 10. Change Management and Training

### 10.1. Knowledge Transfer

Knowledge transfer takes place throughout the project, most of which is delivered 'just in time' for each functional activity.

#### 10.1.1. Sherpa Academy

Beginning in Q1 2024, Sherpa will offer a Sherpa Academy. The initial academy will cover all system administration functions of the system. The class is intended only for system administrators. Each client will send at least 2 participants and up to 8 to the Academy to kick off the project. The Academy is generally delivered online and can be completed in 1-2 weeks.

#### 10.1.2. Sherpa Budget Project Training

Building on the Sherpa Academy, the Sherpa implementation team will train Client personnel on key areas of the system. For example, when budget forms are configured, the Client will configure these alongside the Sherpa team and test the results. Sherpa will provide instruction wherever needed to supplement the Academy. By the end of the implementation, all functionality used by the Client will be covered.

#### 10.1.3. Software User Guides

Sherpa delivers Software User Guides for major functional areas that contain click-by-click instructions on how to navigate, save, delete, and import data where relevant. These are generic guides and do not include client-specific documentation.

#### 10.1.4. System Administration Guide

The System Administration Guide is a client-specific configuration guide that details how the Client will maintain the system. This will include specific tasks, such as how to add a new organization. It is typically not click-by-click; a typical guide item would note that to create an org, these 5 attributes are required and for what reason. The Guide is created by the Client with Sherpa support. Sherpa will provide examples from other Clients from which to start.

#### 10.1.5. Reporting

Reports will be created throughout the project, starting in the first weeks. Sherpa is ultimately responsible for ensuring all reports are configured.

Initial reports will be ad hoc in nature to test conversions. Subsequently, more 'standard' and formatted reports will be created. Reporting knowledge transfer is critical for long-term maintenance of the solution, since new reports are required frequently. In order to build this expertise, the Client will configure reports alongside our team throughout the project. Sherpa will work with the Client to determine assignments and will train and support Client in the creation of reports. Sherpa will likely

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make some reports without client involvement; in this case, Sherpa will train the Client on any needed configuration to understand how the report is set up. The Client will test all reports for accuracy.

### 10.1.6. Reporting Overview

Early in the project, Sherpa delivers the Reporting Overview session. This course is designed to demonstrate the solution reporting capabilities including navigation, filtering, and export options, and an overview of the data model. We will review the importance of hierarchies and groups and discuss how Measures work.

This instructor-led course is 2 hours in duration for up to 12 participants per course.

### 10.1.7. Reporting Administration

This course will provide instruction on the administration of the reporting environment including security and document maintenance. This course is offered to the reporting administrator (and a highly recommended back-up administrator). Following this training, the Client will work with Sherpa to set up and test security for reporting.

This instructor-led course is 2 hours in duration for up to 3 participants per course.

### 10.1.8. Sherpa Publishing Administration

For clients using Sherpa Publishing, Sherpa will deliver Sherpa Publishing administration training to ensure clients can maintain the delivered publications. This course will provide instruction on the administration of the publishing environment including security, variable management, directories, and book hierarchies. This course is offered to the publishing administrator (and a highly recommended back-up administrator).

This instructor-led course is 1 hour in duration for up to 3 participants per course.

## 10.2. Client Engagement

Clients will create user groups at their discretion to ensure users are aware of the project and have an opportunity to provide feedback throughout the process. Following is our recommended approach.

### 10.2.1. Core Project Team

The Core Project team consists of 2-4 people who are the primary members of the implementation team. They will attend design workshops and create the initial configuration. The Core Project team will have experts in each functional area based on the project scope, including:

- Operating budgeting
- Capital budgeting
- Personnel budgeting
- Reporting

- Publishing

***Time Commitment (Per participant, will vary based on assignments):***

- Workshops: 80 hours
- Configuration and Conversion Reviews: 160 hours
- System training (receiving): 120 hours
- Reporting training (receiving): 16 hours
- End User Training Document Preparation or Review: 80 hours
- Budget Office Team Training : 24 hours

Typical team size: 3

#### 10.2.2. Budget Office / HR-PCF Team

The Budget Office / HR-PCF Teams will be comprised of representatives (or the full team) who will review key configuration throughout the project. During workshops, the Budget Office / HR-PCF team may be brought in to participate in sessions pertaining to their areas of expertise. The Core Project Team will present to the Budget Office / HR-PCF Team the proposed processes, workflows, forms, PCF Configuration and reports to obtain feedback. The Budget Office / HR-PCF Team will be trained by the Core Project Team prior to End User training.

***Time Commitment (Per participant):***

- Workshops: 8 hours
- Configuration Reviews: 8 hours
- Training Document Preparation or Review: 16 hours
- Training (receiving): 8 hours

Typical team size: 6

#### 10.2.3. Agency/ Department Team

The Core Project Team will create a group of department representatives, typically some from smaller and larger departments, who represent different types of users of the system. During workshops, the Department Team will participate in targeted sessions, such as those pertaining to Department workflows and internal service charges.

The Core Project Team or Budget Office Team will present the configuration to the Agency/Department Team to solicit feedback throughout the engagement.

***Time Commitment (Per participant):***

- Workshops: 8 hours
- Configuration Reviews: 8 hours
- Training Document Preparation or Review: 16 hours
- Training (receiving): 8 hours

Typical team size: 8

#### 10.2.4. End User Group

The Core Project Team will determine the roster of End users of the system. The Team will send out periodic updates on the project, including key activity dates. There are at least 2 presentations made to the End User Group. The first will be after the initial round of configuration is made, showing users how to use a base-style budget form and reports that show converted data. This will inform users of new look and feel and allow for initial feedback. The second meeting is typically held after a substantial amount of configuration is completed and will present a more holistic view of the configured solution.

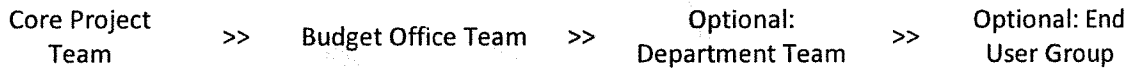
***Time Commitment (Per participant):***

- Attending presentations: 3 hours

Typical team size: 15

#### 10.2.5. Client Engagement Process

Configuration reviews are performed iteratively throughout the project. The process flow will be the same for each iteration, starting with our small project team and expanding to the larger groups.



Our goal is to produce real outputs early in the project to allow for immediate Client involvement. The project plan created for each project will include the review steps noted above. For example, a project may have:

- Review 1: Base budget form and initial conversion, Reporting Overview
- Review 2: Operating Budget forms
- Review 3: Operating Reports
- Review 4: PCF Results
- Review 5: Capital Budget / Performance Measure forms and reports
- Review 6: Budget monitoring and execution

### 10.3. User Training

#### 10.3.1. Training Guides

Regardless of training delivery method, Sherpa and the Client will work together to create Training Guides. These guides will have an overview of the process and detailed instructions on how each form or function works. These may be supplemented by Quick Reference guides (1 page cheat-sheets) or other types of job aids.

### 10.3.2. Training – Train the Trainer

**Required.**

Regardless of training approach, budget office staff will be trained to be trainers. If End User training is delivered, the Budget Office Team will deliver this training. If there is no additional formal training for end users, this training will still be used to help support labs and answer questions from departments throughout the process.

Prerequisite: Review of End User training guides is completed before the class begins

This class will include:

- Policies and procedures overview (Client-led)
- System overview
- Review all forms and their purpose
- Practice – each different type of form will be used by the team in class
- Training Guides – we will follow Training Guides to ensure they are complete and accurate

This instructor-led course is 4 hours in duration for up to 8 participants per course.

### 10.3.3. Training – Standard

**Required**

Prerequisite: Training the Trainer classes

Sherpa’s recommended approach is specifically designed to support large group training for budgeting. Nearly all clients have a budget kickoff each year. Our training combines this kickoff with system training.

The Core Project Team will work with Sherpa to create materials that are click-by-click and specific to the exact forms and processes used by the client. Materials will be sent out to end users and will be available in the application.

End User training will be done in 1-4 large-group settings, either virtually, in a large meeting area, or both. The first part of the training is a review of budget policies / budget instructions for the year. This will be followed by a system demonstration, showing how forms are used and how reports and other processes are used. The session will involve questions / answers throughout. Training is recorded for those who could not attend.

Following end user meetings, the Core Project Team and Budget Office team will host in-person Budget Labs or hold sessions for hands-on training.

### 10.3.4. Budget Labs

**Optional**

Prerequisite: Training the Trainer classes

Labs are opportunities for end users to bring their materials with them to a computer-based training lab and get direct support as they enter their requests. These are often organized by Budget Office teams by department. For example, 2 analysts may host a lab and invite the departments they cover. Labs can be scheduled throughout the department budget request timeline to allow for early and late users to get additional support as needed.

#### 10.3.5. End User Training – Client Delivered

**Optional**

Prerequisite: Training the Trainer classes

Clients determine if this optional training is required, based on what they know of their processes and end users. If End User Training is required, the Budget Office Team, supported by the Core Project Team, will deliver training. Classes will follow End User training guides.

This instructor-led course is 2 hours in duration for up to 12 participants per course. If there is a single instructor with no in-room support, Sherpa recommends no more than 8 per course.

#### 10.3.6. Training – Sherpa Delivered

**Optional**

Sherpa can deliver training at the Client's request. The supplemental training cost is based on the number of classes and if they are delivered on-site or virtually. Sherpa recommends having Client budget office staff in the room to help answer policy-related questions.

#### 10.3.7. Ad hoc Report Development

**Optional**

Ad hoc reports provide the data required in a simple format. This course is designed to provide an overview of the development tools available, an introduction to the starter report, and the steps necessary to create an ad hoc report. Sherpa delivers this training to the core project team, who then deliver the class to End Users and Budget Office users.

This instructor-led course is 2 hours in duration for up to 8 participants per course.

#### 10.3.8. Advanced Reporting

**Optional**

Prerequisite: Ad hoc Report Development

Advanced or Formatted reports require data with subtotals driven by sections, breaks, varying filters, and/or calculation logic. This course will build on the Ad hoc Reporting class and is designed to provide guidance on using the development tool to generate the desired results for complex reports.

## Sherpa Scope of Work, Appendix 2

This course is designed for the Budget Office Team and department end users who will be able to make changes to existing reports or make their own reports. Users in this class will select standard reports, 'save as' as a starting point, and will add or subtract fields, create filters/input controls, and prompts.

The same class can be offered to End Users and Budget Office users. Successful participants will have a strong understanding of their data. Not all departments will have candidates for this class. An average department may send 1-2 people to this class. Sherpa recommends that the Budget Office participates in training End Users if Advanced Reporting is rolled out. This ensures that the Budget Office team is at least as advanced as the Department users.

This instructor-led course is 3 hours in duration for up to 4 participants per course.

### 10.3.9. Sherpa Publishing End User

Required for Sherpa Publishing Clients with End User access

Sherpa Publishing offers distributed access to adding supplemental information to budget books, such as jpgs, pdfs, word documents, and free-form narrative. This course will teach end users how to access and update their sections of the budget book and run their sections of the book.

This instructor-led course is 1 hour in duration for up to 20 participants per course.

Agreement for Services with Sherpa Government Solutions, LLC

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# Exhibit B

## Payment Arrangements



**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **4,067,707** for the contract period of **June 1, 2024 through May 31, 2039**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Annually, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

Agreement for Services with Sherpa Government Solutions, LLC

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# Exhibit C

IT Contract Insurance Requirements & Certificate

## EXHIBIT C

### Indemnification and Insurance Requirements (For Information Technology Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers ("County Parties") from and against any and all claims, actions, losses, damages, judgments and/or liabilities, including reasonable attorneys' fees (each a "Loss") arising out of this Agreement incurred by COUNTY resulting from any third-party claim, suit, action or proceeding ("Third Party Claim") that the Services, or any use of the Services in accordance with this Agreement infringes or misappropriates such Third Party's intellectual property rights, or for any Third Party Claim based on CONTRACTOR's negligence, gross negligence, willful misconduct or violation of applicable law, except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation does not apply to COUNTY'S sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be

sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2024

1/10/2024

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

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

<b>PRODUCER</b> Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> StarNet Insurance Company	<b>NAIC #</b> 40045
<b>INSURED</b> 1526895 GTY Technology Holdings Inc. dba EUNA Solutions 3653 South Avenue Springfield MO 65807	<b>INSURER B:</b> Berkley National Insurance Company	
	<b>INSURER C:</b> Associated Industries Insurance Co, Inc.	
	<b>INSURER D:</b> HDI Global Specialty SE	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** GTYTE03      **CERTIFICATE NUMBER:** 20196640      **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$0  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	7022821-10	6/15/2023	6/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	Y	7022821-10	6/15/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll Ded. \$ 1,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	N	N	7022821-10	6/15/2023	6/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N    N/A		Y	7022822-10	6/15/2023	6/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Primary Tech E&O/Cyber	N	Y	AES1234121-00	6/15/2023	6/30/2024	\$5M Ded: \$50K
D	Excess Tech E&O/Cyber			FRH-H-CT-00000758-01	6/15/2023	6/30/2024	\$5,000,000 xs \$5,000,000 - \$0 Ded.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 \*Coverage: Crime| Carrier: Illinois Union Insurance Company | Dates: 07/07/2023 - 6/30/2024, Policy #: 8261-3511 - Limit: \$1M. Tech E&O liability is included in the Professional liability policy\*  
 RE: County of Santa Barbara, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts, or equipment furnished in connection with such work or operations. Waiver of Subrogation applies per attached endorsement(s) or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language.

<b>CERTIFICATE HOLDER</b>  20196640 County of Santa Barbara 105 E Anapamu Street Santa Barbara CA 93101	<b>CANCELLATION</b> See Attachments  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY EXTENSION FOR TECHNOLOGY COMPANIES ENDORSEMENT

This Endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement broadens coverage. The following schedule of coverage extensions is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement along with your entire policy carefully to determine the extent of coverage afforded.

#### SCHEDULE OF COVERAGE EXTENSIONS

A.	Additional Insured — Lessors of Leased Equipment	L.	Duties in the Event of Occurrence, Offense, Claim or Suit
B.	Additional Insured — Owners, Managers or Lessors of Premises	M.	Expected or Intended Injury or Damage (Property Damage)
C.	Additional Insured - Primary and Non- contributory	N.	Damage to Premises Rented To You
D.	Additional Insured — Vendors	O.	Medical Payments
E.	Additional Insured — Written Contract or Agreement	P.	Non-owned Aircraft
F.	Aggregate Limit Per Location	Q.	Non-owned Watercraft
G.	Amateur Athletic Participants	R.	Newly Acquired or Formed Organizations
H.	Bodily Injury Definition	S.	Supplementary Payments
I.	Broadened Named Insured	T.	Unintentional Omission
J.	Damage to Property — Borrowed Equipment, Customer Goods, Use of Elevators	U.	Waiver of Subrogation - Blanket
K.	Good Samaritan Services		

#### A. ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed after the equipment lease expires.

#### B. ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

1. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

### **C. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

### **D. ADDITIONAL INSURED - VENDORS**

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business. The insurance provided to such vendor is subject to the following provisions:
  1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
  2. The insurance provided to such vendor does not apply to:
    - a. Any express warranty not authorized by you;
    - b. Any change in "your products" made by such vendor;
    - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
    - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
    - e. Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
    - f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

### **E. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT**

Under **Section II - Who Is An Insured**, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or omissions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

### **F. AGGREGATE LIMIT PER LOCATION**

1. Under **Section III - Limits Of Insurance**, the following is added:

The General Aggregate Limit applies separately to each of your "locations" owned by or rented or leased to you.



2. Under **Section V - Definitions**, the following is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### **G. AMATEUR ATHLETIC PARTICIPANTS**

Under **Section II - Who Is An Insured**, the following is added:

Any person representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

1. "Bodily injury" to:

- a. A co-participant, your "employee" or "volunteer worker" while participating in amateur athletic activities that you sponsor; or
  - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company); or
2. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
- a. A co-participant, your "employee" or "volunteer worker"; or
  - b. You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or any "executive officer" (if you are an organization other than a partnership, joint venture, or limited liability company).

#### **H. BODILY INJURY**

Under **Section V - Definitions**, the definition of "bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

#### **I. BROADENED NAMED INSURED**

Under **Section II - Who Is Insured**, the following is added:

Any person or organization named in the Declarations and any organization you own, newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain more than 50% of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a Named Insured if there is no other similar insurance available to such organization until the end of the policy period.

Coverage under this provision does not apply to any person or organization for which coverage is excluded by endorsement.

#### **J. BROADENED PROPERTY DAMAGE - BORROWED EQUIPMENT, CUSTOMERS' GOODS AND USE OF ELEVATORS**

The insurance for "property damage" liability is subject to the following:

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability**, paragraph 2., **Exclusions**, item j., **Damage To Property** is amended as follows:

- a. The exclusion for personal property in the care, custody or control of the insured does not apply to "property damage" to equipment you borrow while at a job site and provided it is not being used by anyone to perform operations at the time of loss.
- b. The exclusions for:
  - (1) Property loaned to you;
  - (2) Personal property in the care, custody or control of the insured; and
  - (3) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;do not apply to "property damage" to "customers' goods" while on your premises nor do they apply to "property damage" arising from the use of elevators at premises you own, rent, lease or occupy.

2. Subject to the Each Occurrence Limit, the most we will pay for "property damage" to "customers' goods" is \$25,000 per "occurrence".

3. Under **Section V - Definitions**, the following is added:

"Customers' goods" means goods of your customer on your premises for the purpose of being:

- a. Repaired; or

b. Used in your manufacturing process.

4. Under **Section IV - Commercial General Liability Conditions**, the insurance afforded by this provision is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions.

#### K. GOOD SAMARITAN SERVICES

1. Under **Section II - Who Is Insured**, paragraph 2., item d., the following is added:  
This exclusion does not apply to your employees or volunteer workers, other than an employed or volunteer physician, rendering "Good Samaritan services".
2. Under **Section V - Definitions**, the following definition is added:  
"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

#### L. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, paragraph 2., **Duties In The Event Of Occurrence, Claim or Suit** is amended to include the following:

1. The requirements that you must:
  - a. Notify us of an "occurrence" offense, claim or "suit"; and
  - b. Send us documents concerning a claim or "suit" apply only when such accident claim, "suit" or loss is known to:
    - (1) You, if you are an individual;
    - (2) A partner, if you are a partnership;
    - (3) An executive officer of the corporation or insurance manager, if you are a corporation; or
    - (4) A manager, if you are a limited liability company.
2. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers' compensation claim, you must comply with the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

#### M. EXPECTED OR INTENDED INJURY OR DAMAGE (PROPERTY DAMAGE)

Under **Section I - Coverages, Coverage A, Bodily Injury And Property Damage Liability**, paragraph 2., **Exclusions**, item a., **Expected Or Intended Injury**, is deleted and replaced by the following:

##### a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### N. DAMAGE TO PREMISES RENTED TO YOU

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. The last paragraph under **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:  
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner, including the contents of premises rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.
2. The paragraph immediately after Sub-paragraph j.(6) of Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and replaced by the following:  
Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

3. Paragraph 6. of Section **III - Limits Of Insurance** is deleted and replaced by the following:
  6. Subject to Paragraph 5. above, the greater of:
    - a. \$500,000; or
    - b. The Damage To Premises Rented To You Limit shown in the Declarations;  
is the most we will pay under Coverage **A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner, including the contents of such premises rented to you for a period of seven or fewer consecutive days.
4. Subparagraph b.(1)(a)(ii) of Paragraph **4. Other Insurance of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:
  - (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner, or for personal property of others in your care, custody or control;
5. Subparagraph **a.** of Definition **9. "Insured contract" of Section V - Definitions** is deleted and replaced by the following:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
6. As used in this provision "smoke" does not include smoke from agricultural smudging, industrial operations or a "hostile fire".

#### **O. MEDICAL PAYMENTS**

1. Under **Section I - Coverages, Coverage C, Medical Payments, paragraph 1., Insuring Agreement**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.
2. The Medical Expense Limit is \$15,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.
3. This provision **O.** does not apply if **Coverage C, Medical Payments**, is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

#### **P. NON-OWNED AIRCRAFT**

1. Under **Section I - Coverages, Coverage A, Bodily Injury and Property Damage Liability, item 2., Exclusions, item g., Aircraft, Auto Or Watercraft**, does not apply to an aircraft that is:
  - a. Hired, chartered or loaned with a paid crew; and
  - b. Not owned by any insured.
2. The insurance afforded by this provision **P.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance Excess Insurance provisions in the Commercial General Liability Conditions.

#### **Q. NON-OWNED WATERCRAFT**

1. Under **Section II - Who Is Insured**, is amended as follows:

To include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:

  - a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
2. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A, Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 75 feet.
3. The insurance afforded by this provision **Q.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance Excess Insurance provisions in the Commercial General Liability Conditions.

**R. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Under **Section II - Who Is An Insured**, item 3.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the current policy period.

**S. SUPPLEMENTARY PAYMENTS**

Under **Section I - Coverages, Supplementary Payments - Coverages A and B** is amended as follows:

1. The limit for the cost of bail bonds is amended to \$2,500; and
2. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

**T. UNINTENTIONAL OMISSION**

Under **Section IV - Commercial General Liability Conditions, paragraph 6., Representations**, the following is added:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**U. WAIVER OF SUBROGATION - BLANKET**

Under **Section IV - Commercial General Liability Conditions, paragraph 8., Transfer of Rights of Recovery Against Others to Us** the following is added:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

**P. ACCIDENTAL DISCHARGE - AIRBAG COVERAGE**

**Section III - Physical Damage Coverage**, Exclusion **B.3.a.** does not apply to "loss" due and confined to the accidental discharge of an airbag. No deductible applies to this coverage.

**Q. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART REPLACEMENT**

**Section III - Physical Damage Coverage**, Paragraph **C.1. Limits of Insurance** is amended to include the following:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer (OEM) replacement parts if the damage parts cannot be repaired.

**R. MULTIPLE DEDUCTIBLES**

**Section III - Physical Damage Coverage**, Paragraph **D. Deductible** is amended to add the following:

When two or more covered "autos" sustain "loss" in a single incident, a single Physical Damage deductible will apply to the total "loss" for all covered "autos." That deductible will be the largest of all deductibles applying to any of the covered "autos" involved in the single incident.

**S. NOTICE AND KNOWLEDGE OF OCCURRENCE - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

**1. Section IV - Business Auto Conditions**, Paragraph **A.2.a.** is deleted and replaced with the following:

a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative notice as soon as practicable of the "accident" or "loss" after the "accident" or "loss" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation). Notice shall include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

**2. Section IV - Business Auto Conditions**, Paragraph **A.2.b(2)** is deleted and replaced with the following:

(2) As soon as practicable send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" after the claim or "suit" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation).

**T. BLANKET WAIVER OF SUBROGATION BY WRITTEN CONTRACT**

**Section IV - Business Auto Conditions**, Paragraph **A.5.** is amended to add the following:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or written agreement signed by all parties prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such written contract or written agreement. The waiver applies only to the person or organization designated in such written contract or written agreement.

**U. UNINTENTIONAL ERRORS AND OMISSIONS**

**Section IV - Business Auto Conditions**, Paragraph **B.2.** is amended to add the following:

However, if you should unintentionally mispresent or conceal information to us at any time, we will not deny coverage under this policy based on this unintentional error or omission.

This provision does not affect our right to cancel or non-renew your coverage or collect additional premium for any added exposures.

**V. MENTAL ANGUISH**

**Section V - Definitions**, Definition **C.** "Bodily Injury" is deleted and replaced by the following:

"Bodily Injury" means physical injury, sickness or disease sustained by a person including death resulting from any of these. "Bodily Injury" also means mental injury, mental anguish, humiliation or shock if directly resulting from physical injury, sickness or disease to that person.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**  
**WC 00 03 13 04 84**

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

**Endorsement Effective**  
06/15/2024

**Policy No.**    **Endorsement No.** TWC 7022822 10

**Insured**

**Premium**

GTY Technology Holdings Inc.

Insurance Company:

Countersigned by \_\_\_\_\_

Berkley National Insurance Company



Associated Industries Insurance Company, Inc.  
800 Superior Avenue  
Cleveland, OH 44114

If an **Insured** has waived its right to subrogate against a **Third Party** through written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the **Insurer** waives its rights to subrogation against such **Third Party**. Any recovery received will first be applied against any payment made by the **Insurer** with any balance remaining thereafter being remitted to or retained by the **Company** or **Insured**. Recovery by the **Insurer** from reinsurance will not be deemed a recovery hereunder.

#### Settlement of Claims

If the **Insured** refuses to consent to settle a **Claim** as recommended by the **Insurer**, the **Insurer's** liability for such **Claim** will not exceed:

- (A) the amount of **Defense Costs** incurred prior to the date of such recommendation; plus
- (B) 60% of all future **Defense Costs** incurred after the date such settlement or compromise was recommended to the **Insured** plus 60% of any **Damages** above the amount for which the **Claim** could have been resolved.

### LIMIT OF LIABILITY AND RETENTION

#### Limit of Liability

The **Insurer's** liability to pay or indemnify under this Policy for each and every **Loss** and for all **Loss** in the aggregate will not exceed the **Aggregate Limit of Liability**. Any amounts paid by the **Insurer** under this Policy will erode the **Aggregate Limit of Liability**.

Each limit of coverage specified in the Declarations or elsewhere in this Policy is the maximum amount the **Insurer** will pay for the coverage to which it applies and is part of, and not in addition to, the **Aggregate Limit of Liability**.

#### Retention

Coverage under this Policy will apply only after the **Insured** has paid the applicable **Retention**. In the event of a **Loss**, the **Insurer** will be responsible only for the amount of **Loss** that is in excess of the applicable **Retention**.

If more than one **Retention** applies to a **Related Event**, the **Insured** is responsible to pay an amount equal to the largest of such applicable **Retention** amounts.

### GENERAL PROVISIONS

#### Extended Discovery Period

In the event of cancellation or non-renewal of this Policy, by either the **Company** or **Insurer** (for reasons other than for non-payment of the premium), the **Company** will be entitled to purchase an **Extended Discovery Period** by making a request in writing not later than 60 days after expiration of the **Policy Period** and paying the additional premium listed in Item 4. of the Declarations for such **Extended Discovery Period**. The purchase of the **Extended Discovery Period** will in no way increase the **Aggregate Limit of Liability**. Such additional premium will be deemed fully earned and not eligible for refund or repayment. The **Extended Discovery Period** will provide for extended coverage under this **Policy** only for **Claims** (i) first made against an **Insured** during the **Extended Discovery Period**, and (ii) arising out of a **Cyber Event** or **Media Wrongful Act** occurring before the end of the **Policy Period**.

#### New Subsidiaries