Board of County Commissioners
Clackamas County

December 15, 2022

Approval of a Contract with WorkForce Software, LLC., for Consulting Services to Implement Time and Attendance Software and Annual SaaS Subscription. Contract value is $1,200,000. Funding is through County General Funds.

Purpose/Outcome	The purpose of these contracts is to use Workforce to implement and migrate our time and attendance software to a cloud environment, and to upgrade our system
Dollar Amount and Fiscal Impact	The consulting contract amount is for $500,000 dollars, The SaaS annual contract amount is $140,000 for five years. Total cost of both contracts is $1,200,000
Funding Source	General Fund
Duration	Through June 30, 2027
Previous Board Action/Review	Original contract with Workforce Software for Procurement and Implementation was approved by the BCC on April 19, 2007 with 11 amendments extending time of contract, updating scope of work and increasing contract value.
Strategic Plan Alignment	Build trust through good government. Employee development is critical in ensuring a skilled, motivated and engaged workforce.
Counsel Review	1. Date of Counsel review:12/7/2022 2. Initials of County Counsel performing review. AN
Procurement Review	1. Was this item processed through Procurement? Yes.
Contact Person	Elizabeth Comfort 503-936-5345
Contract No.	7341

Background:

The County has been utilizing WorkForce software for the electronic Time and Attendance System since 2007. This software was originally purchased as a standalone software which was hosted on premises. Unfortunately this model is no longer valid as Software as a Service (SaaS) has become the main and sometimes only option available from companies to achieve this work. Our current system is currently being held up by our TS department as Workforce no longer supports the version that we currently use. Finance has been trying since 2021 to create a solution to modernize this critical function of the County.

For the last year in exploring options to this issue it was found that utilizing Workforce was in the best interest of the County for several reasons. County has configured a significant portion of the pay calculations used to pay employees correctly in Workforce software. County policies and Collective Bargaining Union contracts, which are unique to Clackamas County, determine the pay calculation rules within WorkForce software. Clackamas County has over 500 pay calculation rules and exception messages configured for Workforce software use. Upgrading to a newer version of the

same software results in substantial labor cost savings as the existing pay calculation rules and exception messages can be utilized. Utilizing new software from another provider would have required redoing all of the previously-performed work the County has done to utilize the WorkForce software.

PROCUREMENT PROCESS:
On November 23, 2022, the County posted notice that it would be entering into a contract(s) with WorkForce Software LLC. The notice provided that the County would directly contract with WorkForce Software LLC under Local Contract Review Board Rule C-047-288, Efficient Utilization of Existing Equipment or Supplies. This Rule exempts the County from the normal procurement process and allows the County to enter into a direct contract. The notice closed without protest.

Recommendation:

There are two contracts for this work – one for WorkForce hosting the cloud services (the SaaS contract) and one for WorkForce to perform the personal services needed to implement the cloud service and upgrade our system (the Master Consulting Agreement and associated statements of work issued thereunder). Staff respectfully recommends the Board of County Commissioners approve both contracts.

Sincerely,

Elizabeth Comfort

Elizabeth Comfort
Director, Finance

CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract #7341

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Department of Finance, and **WorkForce Software, LLC.** ("Contractor"). This Addendum shall be attached to, and incorporated into, the WorkForce Software, LLC Master Consulting Agreement ("Vendor Agreement"). As used below, "Contract" means this Addendum and the Vendor Agreements. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control.

A. **Term.** The Contract is effective upon execution by both parties and shall terminate **June 30, 2027.** The Contract may be renewed by execution of a written amendment on terms and conditions acceptable to both parties, prior to expiration of the term of the Contract. The Contract is conditioned upon full execution by the parties before or on December 31st, 2022. In the event the Contract is not fully executed by December 31st, 2022, Contractor shall have the right to declare the Contract null and void.

B. **County Contract Administrator.** The County Contract Administrator for this Contract is **Elizabeth Comfort.**

C. **Consideration.** Contemporaneous with execution of this Contract, County and Contractor are executing two statements of work: a Time & Attendance Upgrade Statement of Work and a Time & Attendance Conversation Statement of Work (collectively the "Work"). In consideration for Contractor providing Work. County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Five Hundred Thousand Dollars ($500,000)**. Consideration for the Work is on a fixed fee basis. County will pay Contractor for the Work in quarterly installment payments of $125,000.00, with each quarterly payment to be made at the start of each quarter as described herein:

    January 1, 2023 – March 31, 2023 = $125,000.00
    April 1, 2023 – June 30, 2023 = $125,000.00
    July 1, 2023 – September 30, 2023 = $125,000.00
    October 1, 2023 – December 31, 2023 = $125,000.00 .

    Any additional statements of work requested by County, if any, under the Vendor Agreement will be subject to the terms and conditions of this Addendum, together with any other terms and conditions as the parties may agree to, in writing, in the additional statements of work.

D. **Debt Limitation.** The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

E. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
☒ Required – Commercial General Liability: combined single limit, or the equivalent, of not less than $1,000,000 per occurrence, with an annual aggregate limit of $2,000,000 for Bodily Injury and Property Damage.
☒ Required – Professional Liability: combined single limit, or the equivalent, of not less than $1,000,000 per claim, with an annual aggregate limit of $2,000,000 for damages caused by error, omission or negligent acts.

☐	Required – Automobile Liability: combined single limit, or the equivalent, of not less than $1,000,000 per accident for Bodily Injury and Property Damage.
☐	Required – Abuse & Molestation endorsement with limits not less than $1,000,000 per occurrence if not included in the Commercial General Liability policy.
☒	Cyber Liability: combined single limit, or the equivalent, of not less than $1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

F. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.

2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.

3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

   Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

G. **Governing Law; Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

H. **Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

I. **Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) in accordance with the Vendor Agreement; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority, as solely determined by the County; or (iii) if Contractor is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

J. **Compliance.** Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Notwithstanding anything to the contrary, the County expressly agrees and acknowledges that the SaaS Service may be configured according to the County's internal business processes which Contractor does not review or vet for legality and for which Contractor shall have no legal responsibility or liability for any configuration of the SaaS Service which is not compliant with applicable law

K. Indemnification. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.

L. Dispute Resolution. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.

M. Records. Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.

N. Counterparts. This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

O. Waiver. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

27. Confidentiality. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract and as expressly allowed within the Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County or as expressly allowed within the Contract, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized

individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure.   Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

WorkForce Software, LLC.   Clackamas County

DocuSigned by:

Robert Feller   December 7, 2022
Authorized Signature   Date

Robert Feller   CFO   _____
Name/Title (Printed)   Chair   Date

                                                               _____
                                                               Recording Secretary

Approved As To Form:
Andrew Naylor
Digitally signed by Andrew Naylor
Date: 2022.12.07 12:46:02 -08'00'
_____
Clackamas County Counsel   Date

WORKFORCE SOFTWARE MASTER CONSULTING AGREEMENT

This Master Consulting Agreement (the "Agreement") is entered into between WorkForce Software, LLC having offices at 38705 Seven Mile Road, Suite 300, Livonia, Michigan 48152 ("WFS") and the following described "County".

County Name:	Clackamas County
Address:	2051 Kaen Road
	Oregon City, OR 97045
	United States

1. **Definitions**

   1.1. "Acceptance" shall have the meaning specified in the applicable Statement of Work (the "SOW").

   1.2. "Affiliate" means any direct and indirect holding company or subsidiary company of the relevant entity.

   1.3. "Confidential Information" shall include, but shall not be limited to, the Deliverables, the Training Materials, the administrative portions used to set up any software, benchmarks, statistics or information on the capabilities of any Deliverable, financial information, business plans and any non-public information of WFS or County relating to its business activities (including County employee personal information), financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party as confidential, because of (i) legends or other markings, (ii) the circumstances of disclosure, or (iii) the nature of the information itself, to be proprietary and confidential to the disclosing party.

   1.4. "Configuration Package" shall mean software and related deliverables configured according to the Specifications.

   1.5. "Deliverables" means any materials produced or provided to County by WFS under a SOW, including but not limited to project plans, software, configurations, documentation, status reports, or other items requested by County under this Agreement.

   1.6. "Effective Date" means the Effective Date listed on the first executed SOW.

1.7. "Force Majeure" shall mean any event outside of the control of WFS, such as, but not limited to, a natural disaster, fire or extended power or an electrical, which temporarily or permanents affects or prevents performance under this Agreement.

1.8. "Intellectual Property Right" means copyrights, trademarks, service marks, trade secrets, patents, and other intellectual property rights or portion thereof, regardless of whether registered.

1.9. "Global Services" means all work performed on behalf of County by WFS, pursuant to this Agreement and under a SOW.

1.10. "Specifications" means the approved Business Requirements and Solutions Design Documents for Deliverables provided as defined in the applicable SOW, if any. These Specifications, once approved by the County, supersede any prior communications, demonstrations or other related documents pertaining to the scope of the project.

1.11. "Statement of Work" or "SOW" means one or more written orders for Global Services and Deliverables to be provided by WFS to County.

1.12. "Training Materials" shall mean the instructor guide(s), student guide(s), job aids and/or tutorials developed by WFS for one or more WFS products.

2. Service Fees and Expenses

Unless indicated otherwise in a SOW, Customer shall pay for Global Services delivered on a time and materials basis to WFS or its designated representative, plus applicable taxes. Customer shall also reimburse WFS for any pre-approved travel expenses at the rates in the County's Travel Reimbursement Policy, hereby incorporated by reference and found at: https://www.clackamas.us/finance/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration set forth in the applicable SOW. Notwithstanding the foregoing or anything to the contrary, in the event of a time and materials SOW with a not to exceed sum included, once the parties have hit that amount, WFS shall no longer be obligated to provide services under the aforementioned SOW unless and until the not to exceed amount has been increased. All invoices submitted shall be due Net 30. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount when due and submit written notice of the disputed amount (with details of the nature of the dispute and the invoice(s) disputed) within thirty (30) days of receipt of the invoice. WFS may assess interest at the rate of 1.5% per month or the maximum allowed by law on balances not paid when due.

3. Training Materials and Deliverables

WFS shall own all rights and interest in: (i) the Training Materials, and (ii) the Deliverables which incorporate any pre-existing WFS materials. County is granted royalty free, perpetual, worldwide rights to use such Training Materials and Deliverables upon full payment of all fees and expenses due under this Agreement. County may not copy or reproduce the Training Materials except as required for its internal training purposes for authorized users. County may not transmit, distribute or disclose the Training Materials to

any third party, unless agreed to in writing by WFS. County's license to use the Training Materials is granted solely for the purpose of permitting County to train authorized users and no other use of the Training Material is permitted.

4. **Independent Contractor Status**
WFS and County (the "Parties") shall, for all purposes hereunder, be considered independent contractors. This Agreement is not intended in any manner to create the relationship of principal and agent between the Parties, nor shall this Agreement be deemed to establish a partnership or joint venture. Neither party shall have the power, expressed or implied, to obligate or bind the other in any manner whatsoever. Each party shall be solely responsible for compensating its own employees, including the payment of employment related taxes and shall maintain its own worker's compensation and general liability insurance.

5. **Agreement Not to Hire**
Neither party shall hire (either as an employee, an independent contractor, or contractor through a third party) any current or former employee or contractor of the other party for a period of twelve (12) months from the termination of their employment with the other party. If a party should breach this Section 5, it shall be liable to the non-breaching party for an amount equal to the annual salary previously due to the employee, independent contractor, or contractor from the non-breaching party.

6. **Confidentiality**

6.1.   Except as required under the terms and conditions of this Agreement, neither party shall disclose or use the Confidential Information. Notwithstanding the foregoing, Confidential Information may be disclosed to those employees, contractors, legal or financial consultants and auditors of the recipient and its Affiliates who need to know such Confidential Information in connection with the recipient's performance of its rights and obligations under the Agreement or in the normal course of its business. All such parties shall be bound by confidentiality terms no less stringent than the terms contained herein. Each party shall protect such Confidential Information with no less care than it would exercise to protect its own confidential information of a like nature, and in all cases, at least a reasonable degree of care.

6.2.   Breach of the confidentiality obligations in this Section 6 may cause irreparable damage to the disclosing party. Therefore, in addition to all other remedies available at law or in equity, each party shall have the right to seek equitable and injunctive relief for such breach. In addition, each party hereunder shall be liable under this Agreement to the other in the event of any breach of this article by its Affiliates, its Affiliates' employees, or its Affiliates'' contractors or legal and financial consultants and auditors.

6.3.   Notwithstanding anything else in this Agreement, either party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that the recipient either (i) gives the disclosing party reasonable notice

prior to such disclosure to allow the disclosing party a reasonable opportunity to seek a protective order or equivalent and (ii) provides all reasonable assistance in the disclosing party's efforts to obtain such protective order. Furthermore, either party may disclose this Agreement and its terms to the extent required by the rules of a stock exchange/trading system on which that party's securities are listed, quoted, and/or traded. Each party may reference the other in their published County or vendor lists.

6.4. Notwithstanding anything to the contrary, County's obligations under this agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law. WFS asserts that Confidential Information, defined above, submitted pursuant to this Agreement is exempt from disclosure under one or more exceptions including, but not limited to: ORS 192.345(2) (trade secrets) and ORS 192.354(4) (confidential submissions). While County will make good faith efforts to perform under this Agreement, County's disclosure of Confidential Information, in whole or in part, will not be a breach of the agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If County is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, County shall notify WFS within a reasonable period of time of the request. WFS is exclusively responsible for defending WFS's position concerning the confidentiality of the requested information. County is not required to assist WFS in opposing disclosure of Confidential Information, nor is County required to provide a legal opinion as to whether the Confidential Information is protected under ORS Chapter 192, *et. seq.*, or other applicable state or federal law.

6.5. The non-disclosure obligations herein shall continue after the termination of this Agreement. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties. All County data to which WFS has access to under this Agreement, as between WFS and County, is County's Confidential Information and will remain the property of County.

7. <u>Limitation of Liability</u>

7.1. In no event shall either party be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, damage to goodwill, damage to or replacement of equipment and property and any cost of recovering all such aforementioned losses and damages, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the Deliverables, Global Services or other services acquired from WFS on any theory of liability, including whether alleged as a breach of contract or any tortious conduct.

The limitations of liability specified in this paragraph shall apply regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether the other party has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term.

7.2.   WFS's liability hereunder for damages shall not, in any event, exceed the amounts paid by County to WFS for the Global Services or Deliverables under the SOW(s) in which the claim arose. County's liability hereunder for damages shall not in any event, exceed the amounts due or payable by County to WFS. The limitations specified in this Section shall not apply for a breach of the non-disclosure provisions of Section 6, the indemnification provisions of Section 8, or any death, personal injury, or damage to tangible property caused solely by the negligence or willful misconduct of WFS staff while on-site at County's locations.

8. Indemnifications

8.1.   WFS shall, at its expense, indemnify, defend and hold County harmless from and against any third-party claim that an unmodified Deliverable infringes an Intellectual Property Right; provided, however, that (a) County promptly notifies WFS of any such claim, (b) permits WFS to defend with counsel of its own choice, and (c) County gives WFS reasonable information and assistance in the defense thereof. In no event shall County settle any such claim without the written consent of WFS. If a Deliverable infringes an Intellectual Property Right, WFS shall, at its expense and election either (i) procure the right for County to continue using the Deliverable, (ii) replace the Deliverable with a functionally equivalent non-infringing product, (iii) modify the Deliverable so that it is non-infringing, or (iv) refund the fees paid to WFS for the Deliverable. The foregoing constitutes the entire liability of WFS and sole remedy of County with respect to any claims or actions based in whole or in part upon infringement or violation of an Intellectual Property Right of any third party.

8.2.   WFS shall have no liability to indemnify or defend County to the extent the alleged infringement is based on: (i) the modification of any Deliverable by anyone other than WFS; or (ii) use of the Deliverables in conjunction with any data, equipment, service or software not provided by WFS, where the Deliverable would not otherwise itself be infringing or the subject of the claim.

9. County Responsibilities.
County understands and acknowledges that WFS is not engaged in rendering legal, accounting, tax or other professional advice either as a service or through the Deliverables and it is not relying on WFS for any advice or guidance regarding laws and regulations.   To the extent permitted by law, and subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, County shall indemnify and hold WFS harmless from claims and demands of County's employees or former employees arising from the use of the Deliverables.

10. <u>General Provisions</u>

10.1.   Neither party shall incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, where such delay or failure is caused, in whole or in part, by a Force Majeure event. If a party asserts a Force Majeure event for failure to perform its obligations, then the asserting party shall notify the other party of the event and take commercially reasonable steps to minimize the delay or damages caused by the Force Majeure event.

10.2.   Any notice to be sent relating to this Agreement shall be in writing and mailed to the other party by certified mail, return receipt requested with, for notices from County to WFS, a digital copy to be sent to legal@workforcesoftware.com. This Agreement, together with the Government Addendum for this specific Master Consulting Agreement executed contemporaneously herewith, contains the entire agreement of the parties with respect to its subject matter, and there are no promises, conditions, representations or warranties except as expressly set forth herein. This Agreement may be modified or amended only by written instrument executed by both parties. This Agreement has been the subject of arm's length negotiations and shall be construed as though drafted equally by both parties. No terms, provisions or conditions of any purchase order or invoices that either party may use in connection with this Agreement shall have any effect on the rights, duties or obligations of either party.

10.3.   No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to or waiver of any different or subsequent breach. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected. The headings and titles in this Agreement are for convenience only and shall have no meaning on the terms of this Agreement. Consent is not required for an assignment of this Agreement in connection with a sale or other disposition of a majority of all the assets, voting securities or equity interests of WFS, or a reorganization, merger or similar transaction of WFS. This Agreement binds and enures to the benefit of the parties hereto and their respective successors and permitted assigns. The parties agree that facsimile counterpart signatures are acceptable.

10.4.   Each party shall be liable for breaches of its Affiliates and contractors under this Agreement.

10.5.   WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES AS TO THE GLOBAL SERVICES, DELIVERABLES AND ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, WFS SPECIFICALLY DISCLAIMS ANY AND

ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. WFS DOES NOT WARRANT OR REPRESENT THAT THE DELIVERABLES OR ANY PORTION THEREOF WILL BE ERROR FREE OR THAT WFS WILL CORRECT ALL ERRORS. NO LANGUAGE IN ANY APPLICABLE SOW SHALL SUPERSEDE THE WARRANTY DISCLAIMERS HEREIN.

11. **<u>Termination</u>**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party, except that WFS may not terminate this Agreement if County is not in breach of this Agreement and a SOW is uncompleted. County is responsible for payment for work performed prior to termination, including if applicable, payment on a time and materials basis for any agreed upon services or Deliverables for which WFS has not yet been paid. Notwithstanding anything contained herein to the contrary, in the event of the termination of Global Services under a fixed-fee SOW, County shall be billed on a time and materials basis at the then current rates for Global Services for unpaid work performed on any milestone for which County has not given written sign-off. Such time and materials rate shall be charged to the date of termination.

12. Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 13 shall survive the termination of this Agreement.

13. EACH PARTY ACKNOWLEDGES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CLACKAMAS COUNTY   **WORKFORCE SOFTWARE, LLC**

Date: _____   Date: December 7, 2022

Signature: _____   Signature: *Robert Feller*

Printed   Printed
Name: Tootie Smithe   Name: Robert Feller

Title: Chair   Title: CFO

workforce SOFTWARE | MAKING WORK EASY
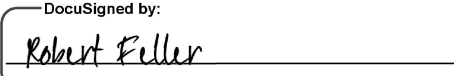
TIME & ATTENDANCE CONVERSION STATEMENT OF WORK (SAAS)

Prepared for:
Clackamas County

Submitted on:
28 November 2022

Submitted by:
Rylee Dawson
WorkForce Account Relationship Manager

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VERSION HISTORY

Revision	SOW Effective Date	Validity
1	**11.28.2022**	This Statement of Work ("SOW") expires ninety (90) days from the SOW effective date if not fully executed.

SUMMARY

This Statement of Work ("SOW") specifies the services that WorkForce Software, LLC ("WorkForce") will perform for Clackamas County ("Customer"). This SOW is attached to and governed by the Master Consulting Agreement ("Agreement") entered into by the parties contemporaneously herewith. All capitalized terms that are not defined in this SOW shall have the meaning ascribed to it in the Agreement.

SERVICES

WorkForce will perform the following "Services" under this SOW:

Service Category	Included
Project Management	X
Requirements Analysis	
Software Configuration	X
Testing Assistance	X
Environment Migration	X
Technical Assistance (SaaS Conversion)	X
Custom Report Development	X
Custom Documentation	
Training	
Other (Please Specify)	

The Customer's configuration will not be modified to include any new functionality available in the identified new release. If desired, the Customer can address this new functionality as a separate SOW after completion of the upgrade.

TECHNICAL SCOPE

Technical Scope Details
Create the following SaaS environments:
Development, Test, and Production
WorkForce will refresh non-Production environments post SaaS Conversion Go Live
Modify the following to support the conversion from SQL to Oracle:
1.   CC_CCOM 2.   CC_EPW 3.   CC_FOPPO 4.   CC_GEN_EX 5.   CC_GEN_NON_EX 6.   CC_LD_ASSESSOR 7.   CC_LD_BCS 8.   CC_LD_DHS 9.   CC_LD_DTD 10.   CC_LD_FACILITIES 11.   CC_LD_HAC 12.   CC_LD_RECORDS 13.   CC_LD_RECORDS 14.   CC_LD_SURVEYOR 15.   CC_LD_TS 16.   CC_LD_WES 17.   CC_NON_STANDARD 18.   CC_SHERIFF 19.   CC_TIMECLOCK
Modify the following interfaces to update the file path to be consistent with the WFS SaaS SFTP site:

1.   <u>Imports</u>
       5.   CC_ADD_TO_HRS
       6.   CC_ADD_TO_PAYS
2.   <u>Exports</u>
       3.   CC_PAYROLL_EXPORT
       4.   CC_PAYROLL_OFF_CYCLE_EXPORT
       5.   CC_PERS_EXPORT
3.   <u>Scheduled Scripts</u>
       2.   CC_ASSESSOR_IMPORT_SUBTASK
       3.   CC_ASSESSOR_IMPORT_TASK
       7.   CC_BCS_IMPORT_TASK
       8.   CC_CCOM_OT_CODE
       9.   CC_CCOM_OT_REASON
       11.   CC_DTD_IMPORT_EQUIPMENT
       12.   CC_DTD_IMPORT_EQUIPMENT_0840
       13.   CC_DTD_IMPORT_EQUIPMENT_1200
       14.   CC_DTD_IMPORT_EQUIPMENT_1540
       15.   CC_DTD_IMPORT_EVENT
       16.   CC_DTD_IMPORT_EVENT_0845
       17.   CC_DTD_IMPORT_EVENT_1200
       18.   CC_DTD_IMPORT_EVENT_1545
       19.   CC_DTD_IMPORT_FUNCTION
       20.   CC_DTD_IMPORT_FUNCTION_0850
       21.   CC_DTD_IMPORT_FUNCTION_1200
       22.   CC_DTD_IMPORT_FUNCTION_1550

23.	CC_DTD_IMPORT_PERMIT_NUMBER
24.	CC_DTD_IMPORT_PERMIT_NUMBER_1200
25.	CC_DTD_IMPORT_PERMIT_NUMBER_1535
26.	CC_DTD_IMPORT_PERMIT_NUMBER_835
27.	CC_DTD_IMPORT_PROJECT
28.	CC_DTD_IMPORT_PROJECT_1200
29.	CC_DTD_IMPORT_PROJECT_1530
30.	CC_DTD_IMPORT_PROJECT_830
31.	CC_DTD_IMPORT_TASK_0855
32.	CC_DTD_IMPORT_TASK_1200
33.	CC_DTD_IMPORT_TASK_1555
34.	CC_DTD_IMPORT_TASK_LD2
35.	CC_FACILITIES_IMPORT_TASK
48.	CC_HAC_IMPORT_PROGRAM
49.	CC_HAC_IMPORT_TASK
50.	CC_HISTORIC_IMPORT_EMPLOYEES
51.	CC_HISTORIC_IMPORT_EMPLOYEES_WITH_SSO
54.	CC_IMPORT_ALSO_WORKS
55.	CC_IMPORT_COA_FUND_CODE
56.	CC_IMPORT_COA_MGR_PROGRAM
57.	CC_IMPORT_COA_PROJECT
58.	CC_IMPORT_PROJECT_ACTIVITY
59.	CC_IMPORT_COA_SERVICE
56.	CC_IMPORT_DEPT_TBL
58.	CC_IMPORT_JOB_CODE
60.	CC_IMPORT_SHERIFF_AGENCY_CODE
62.	CC_IMPORT_SHERIFF_DUTY_AREA
66.	CC_IMPORT_SHERIFF_WORK_ACTIVITIES
67.	CC_RECORDS_IMPORT_FUNCTION
68.	CC_RECORDS_IMPORT_TASK
70.	CC_SURVEYOR_IMPORT_TASK
71.	CC_TS_IMPORT_DEPT
74.	CC_TS_IMPORT_PROJECT
75.	CC_TS_IMPORT_TASK
77.	CC_WES_IMPORT_EQUIPMENT
81.	REFRESH_LD
82.	REFRESH_LD_0900
83.	REFRESH_LD_1200
84.	REFRESH_LD_1600
85.	SWIPE_IMPORT
87.	

Modify the following Custom Reports:

1.	BCS_EQUIPMENT_REPORT
2.	BCS_PROJ_TRANS_REPORT
3.	BCS_STD_PROGRAM
4.	BCS_STD_PROJECT
5.	CCOM_STD_TIMESHEET_DETAIL_PAY_GROUP_OVERTIME
6.	CCPROD_STD_SPECIFIC_PAY_CODE
7.	CC_AMENDED_EARNINGS_EXPORT
8.	CC_APPROVED_ADMIN
9.	CC_ASSESOR_SUBTASK_LIST
10.	CC_ASSESOR_SUBTASK_LIST_EMP
11.	CC_ASSESOR_TASK_LIST
12.	CC_ASSESOR_TASK_LIST_EMP
13.	CC_ASSESSOR_COMML_RECHECK
14.	CC_ASSESSOR_COMML_RECHECK_SUMMARY
15.	CC_ASSESSOR_EMPSUMMARY
16.	CC_ASSESSOR_JOB_SUMMARY

17.	CC_ASSESSOR_RESIDENTIAL_RECHECK
18.	CC_ASSESSOR_RESIDENTIAL_RECHECK_SUMMARY
19.	CC_ASSESSOR_VEHICLE
20.	CC_ASSESSOR_WKLY_TASK_DETAIL
21.	CC_ASSESSOR_WKLY_TASK_SUMMARY
22.	CC_BEN_TOTAL_HOURS_MONTH
23.	CC_DEPT_HOURS_TO_GROSS_DETAIL
24.	CC_EES_NO_TIMESHEET
25.	CC_EE_PROGRAM
26.	CC_EE_PROJECT
27.	CC_EE_PROJ_TRANS_REPORT
28.	CC_EMPLOYEE_DELEGATIONS
29.	CC_EQUIPMENT_LIST_EMP
30.	CC_FACILITIES_EMP_SUMMARY
31.	CC_FACILITIES_FPN_LABOR
32.	CC_FACILITIES_IMPULSE
33.	CC_FACILITIES_WO
34.	CC_FUNCTION_LIST_EMP
35.	CC_MISSING_PUNCH_TRANSACTION
36.	CC_OT_ANALYSIS_BY_JOBCODE
37.	CC_OT_PREM_ADJ
38.	CC_PAY_CODE_LIST
39.	CC_PERS_EARNINGS_DETAIL
40.	CC_PERS_EARNINGS_EXTRACT
41.	CC_PERS_EARNINGS_SUMMARY
42.	CC_PROGRAM_LIST_EMP
43.	CC_PROJECT_LIST_EMP
45.	CC_RECORDS_LIST_PROJECT
46.	CC_RECORDS_LIST_TASK
50.	CC_RECORDS_PROJECT_EXPORT_SUM
52.	CC_RECORDS_PROJECT_TASK_DET
53.	CC_RECORDS_PROJECT_TASK_SUM
55.	CC_RECORDS_TIMESHEET_REPORT
56.	CC_REQUESTED_TIME_OFF
57.	CC_STD_14_DAY_SCHEDULE
58.	CC_STD_ABSENCE_HISTORY
59.	CC_STD_ACCRUAL_DEPT
60.	CC_STD_ACCRUAL_DEPT_LIAB
62.	CC_STD_ACCRUAL_DETAIL_DEPT
63.	CC_STD_ACCRUAL_FUND_DEPT_LIAB
64.	CC_STD_ACCRUAL_LIABILITIY
65.	CC_STD_ACCRUAL_LIABILITY_BY_FUND_DEPT_EMPLOYEE
66.	CC_STD_DEPT_HOURS_TO_GROSS_REPORTS
67.	CC_STD_EMPLOYEE_TERMINATION
68.	CC_STD_HOLIDAY_CHECK_LWOP
69.	CC_STD_HOLIDAY_LIST
70.	CC_STD_HOURS_TO_GROSS_REPORTS
71.	CC_STD_HOURS_TO_GROSS_REPORTS_PS_FORMAT
72.	CC_STD_LABOR_COST_BY_PAY_GROUP
73.	CC_STD_NEGATIVE_ACCRUAL
74.	CC_STD_OC_PAY_CALC
75.	CC_STD_OT_SUMMARY_BY_DEPT
76.	CC_STD_OT_SUMMARY_BY_DEPT_SUPERVISOR
77.	CC_STD_PAYROLL_EXPORT
78.	CC_STD_PAY_CODE_BY_DEPARTMENT
79.	CC_STD_RECORDED_TIMEOFF_DETAIL_CALENDAR
80.	CC_STD_SCHEDULE_CYCLE_USAGE
81.	CC_STD_SCHEDULE_TEMPLATE_USAGE

82.	CC_STD_SCHEDULE_USAGE_HISTORY
83.	CC_STD_SUPERVISORS
84.	CC_STD_SUPERVISORS_BY_DEPT
85.	CC_STD_TIMESHEET_APPROVAL
86.	CC_STD_TIMESHEET_APPROVALS
87.	CC_STD_TIMESHEET_COMMENTS
88.	CC_STD_TIMESHEET_COMMENTS_EMP
89.	CC_STD_TIMESHEET_DETAIL_PAY_EMP
90.	CC_STD_TIMESHEET_DETAIL_PAY_GROUP
91.	CC_STD_TIMESHEET_DETAIL_PAY_GROUP_BYJOBCODE
92.	CC_STD_TIMESHEET_DETAIL_PAY_GROUP_COMMENTS
93.	CC_STD_TIMESHEET_EE_DETAIL_ACCRUAL
94.	CC_STD_TIME_OFF_REQUEST
95.	CC_STD_TIME_OFF_REQUEST_COMMENTS
96.	CC_STD_TIME_OFF_REQUEST_SEL
97.	CC_STD_TOTAL_HOURS_MONTH
98.	CC_STD_TOTAL_PAY_MONTH
99.	CC_STD_UNAPPROVED
100.	CC_STD_UNAPPROVED_LOCKED
101.	CC_STD_V_ACTUAL_DETAIL
102.	CC_SURVEYOR_EMPSUMMARY
103.	CC_SURVEYOR_JOB_SUMMARY
104.	CC_SURVEYOR_PROJECT
105.	CC_SURVEYOR_PROJECT_DEPT
106.	CC_SURVEYOR_PROJECT_EXPORT
107.	CC_TASK_LIST_EMP
108.	CC_TIMESHEET_WITH_PAY_ACCRUAL
109.	CC_TIMESHEET_WITH_PAY_ACCRUAL_EMP
110.	CC_TIMESHEET_WITH_PAY_LD
111.	CC_TIMESHEET_WITH_PAY_LD_EMP
112.	CC_TS_AUDIT_MANAGER_DATE_RANGE
113.	CC_TS_AUDIT_MGR_NAME_DATE_RANGE
114.	CC_TS_JOBCODE_LIST_EMP
115.	CC_TS_PROJECT_LIST_EMP
116.	CC_TS_PROJECT_TOTALS_EMP
117.	CC_TS_TIMESHEET_RECORD_REPORT
118.	CC_USER_ROLE_SYSTEM_FEATURE
119.	CC_WES_EMP
120.	CC_WES_EMP_MASTER
121.	CC_WES_EMP_PROJ
122.	CC_WES_EQ
123.	CC_WES_EQ_DETAIL
124.	CC_WES_EQ_MASTER
125.	CC_WES_LABOR
126.	CC_WES_MTD_OT
127.	CC_WES_TIMESHEET
128.	CC_WES_TIME_ENTRY
129.	CC_WES_TIME_ENTRY_ALL
130.	CC_WES_TIME_ENTRY_EXCEL
131.	CC_WES_YTD_OT
132.	CC_YTD_OT
133.	CLACK_AMENDED_PAY_CODE
134.	CLACK_AMENDED_RPT
135.	CLACK_STD_ACCRUAL_LIABILITY_BY_ASSIGNMENT_GROUP
136.	CLACK_STD_ACCRUAL_LIABILITY_BY_ASSIGNMENT_GROUP_BY_DEPT
137.	CLACK_STD_ACCRUAL_LIABILITY_BY_DEPT_EMPLOYEE
138.	CLACK_STD_ACCRUAL_LIABILITY_BY_EMPLOYEE
139.	CLACK_STD_TSD_QUERY

140.	CLACK_STD_TSO_PAYCODE
141.	DHS_CD_EE_HRS_BY_PERSON
142.	DHS_CD_EE_TIMESHEET
143.	DHS_CD_PROGRAM
144.	DHS_CD_PROJECT
146.	DHS_CH_PROGRAM
147.	DHS_CH_PROGRAM_ANALYSIS
148.	DHS_CH_PROJECT
149.	DHS_CH_PROJ_TRANS_REPORT
150.	DHS_CS_EE_TIMESHEET
151.	DHS_CS_EE_TIMESHEET_EMP
152.	DHS_CS_LABOR_TOTALS_BY_PROGRAM
153.	DHS_CS_PROGRAM
154.	DHS_CS_PROJECT
155.	DHS_CS_PROJ_TRANS_REPORT
156.	DHS_CYF_PROGRAM
157.	DHS_MH_ON_CALL
158.	DHS_PROJ_TRANS_REPORT
159.	DHS_SSD_PROGRAM
160.	DHS_SSD_PROGRAM_ANALYSIS_FT_DATES
161.	DHS_SSD_PROJECT
162.	DHS_SSD_PROJ_TRANS_REPORT
163.	DHS_SS_PROGRAM_ANALYSIS
166.	DTD_EE_DAILY_LABOR_HRS_BY_PROJECT
167.	DTD_EXTRA_OT_CALC
168.	DTD_HOURS_TO_GROSS_REPORTS
169.	DTD_LD_EXCEPTIONS
170.	DTD_LD_EXPORT
171.	DTD_LD_EXPORT_AMENDED
172.	DTD_LD_REPORT
173.	HAC_LABOR_DTL_BY_EMPLOYEE_PROGRAM
174.	HAC_LABOR_TOTALS_BY_PROGRAM
175.	HAC_PROJ_TRANS_REPORT
176.	SHERIFF_AMENDED_TRANS_REPORT
177.	SHERIFF_DEPT_OVERTIME
178.	SHERIFF_OT_FIREARM
179.	SHERIFF_OT_SARCON
180.	SHERIFF_OT_TITLE3
181.	SHERIFF_OVERTIME_DETAIL
182.	SHERIFF_OVERTIME_OTHER_DEPARTMENT
183.	SHERIFF_TRANS_REPORT
184.	TS_PROJECT_REPORT
185.	TS_PROJ_TRANS_COMMENTS_REPORT
186.	TS_PROJ_TRANS_REPORT
187.	WES_STD_SCHEDULE_TEMPLATE_USAGE

Create SaaS Clock Controllers (TEST & PROD) on latest release

Provide support for clock testing and deployment

Facilitate On-Premise Clock/Controller Upgrade to current version prior to SaaS Conversion

Scope Assumptions

WorkForce will include converting up to 3 existing interfaces to flat files to mitigate the external direct database connections

Customer must be patched to latest release prior to SaaS Conversion kick-off

Data transfers from Customer to WorkForce data center will be sent via external encrypted hard drive

ADDITIONAL CONDITIONS

The following conditions were used in developing the project scope identified in this SOW. Any deviation may cause a change in project scope, project plan, and costs.

1. WorkForce Deliverables are based on WorkForce's templates and documentation standards.

2. WorkForce personnel will use WorkForce laptops, tools, and e-mail addresses to perform work and communicate with Customer.

3. All communication with WorkForce consultants will be conducted in English. Documentation produced by WorkForce or to be reviewed by WorkForce will be in English.

4. The fees herein assume that Customer will roll out the Deliverables in one phase. One phase is defined as all employees live in Production through first end of period processing.

5. All Services will be performed remotely from WorkForce locations. Limited Services can be performed on-site if mutually agreed upon, in which case all travel expenses and additional consulting hours will be invoiced to Customer as incurred.

6. "Test" is defined as any non-Production environment.

7. Customer will not perform any stress testing, load testing, or security audits without consulting with WorkForce technical staff.

8. Given the nature of the work, weekly status meetings with the Customer are included.

KEY MILESTONES & EXAMPLE TIMELINE

Estimated project duration is 20 weeks from kick-off to deployment in Production.

WorkForce is typically able to assign consultants to begin initial meetings with Customer within thirty (30) days of the execution of a SOW.

Actual scheduling of WorkForce consultants and project dates are dependent upon the date this SOW is executed and consultant availability. Upon execution, the WorkForce Project Manager will provide actual dates.

Customer Acceptance Testing shall complete within 4 calendar weeks from the delivery of the system into the Customer's Test environment.

Customer should expect 2-3 days Production downtime during Go Live procedures.

Once Customer's Production Instance is converted, the engagement will move to a Stabilization period and will complete within 4 calendar weeks.

Customer is responsible to apply appropriate resources to meet this timeframe and WorkForce shall provide appropriate remote assistance during this timeframe. Customer is solely responsible for the rollout of the WT&A solution to employees.

CUSTOMER ACCEPTANCE

This section defines the Acceptance process that will be followed throughout the project. Acceptance of a deliverable by Customer indicates that WorkForce has provided the deliverable per the agreed-upon acceptance criteria. "Acceptance" shall occur upon any of the following:

- Customer's written sign-off acceptance via email to WorkForce Project Manager
- Customer uses the modified WT&A configuration in Production at the completion of the Stabilization period.
- Customer has not acknowledged receipt of Services during the five (5) day period after WorkForce delivery

CUSTOMER RESPONSIBILITIES

Customer responsibilities are the following:

Customer Task	Required
Provide WorkForce remote VPN access	X
Develop Test Plan	X
Provide additional requirements	
Provide sample data files	X
Provide WorkForce database or policy extract	X
Test delivered system	X
Migrate from Test to Production	
Deploy WT&A and changes to end users	X
Other (specify)	

Discrepancies that Customer encounters during User Acceptance Testing timeframe shall be promptly reported to WorkForce within WFS SharePoint CS Portal and include the following information:

- Detailed description of the problem

- Steps to reproduce the problem

- Screen capture of the problem, if possible

- Other information to help WorkForce troubleshoot the problem

WorkForce shall then correct any defects in the modified configuration and resubmit them to Customer for Acceptance, with the process repeating as necessary.

Customer will deploy adequate staff to perform and complete their assigned activities within the timeframes specified in the project timeline, including, but not limited to, requirements definition, review and approval of project documents, testing, and end-user training.

Customer is responsible for any additional WorkForce effort due to delays, unavailability of Customer systems, data issues, resource issues, or any other project issues that increase WorkForce effort required.

Customer will prepare a detailed Test Plan including test cases which exhibit expected results for all items to be implemented. Customer will deliver a draft of the Test Plan for WorkForce feedback and comments. Customer will incorporate comments and deliver a final Test Plan to WorkForce. Customer is required to provide test plans before WorkForce will deliver Services for User Acceptance Testing.

Customer will provide Purchase Order number (if necessary) within two (2) calendar weeks of the Statement of Work execution date.

FEES

WorkForce will provide the services specified in this SOW for a fixed-fee of **"$0" zero ("Professional Services Fees"), not including travel time and expenses, and not including training, which is priced separately below if applicable**. Fees will be billed upon execution of this SOW.

The following information defines the estimated costs to complete the services defined in this SOW. Any modifications to the project scope, costs, or timing of this project will be detailed in a Project Change Order ("PCO").

ATTACHMENTS

[X] Appendix A: Project Change Management

APPROVALS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Clackamas County	WorkForce Software, LLC
Date:	Date: December 7, 2022
Signature:	Signature: _DocuSigned by:_ *Robert Feller* D949ACD7DF6E4FA...
Printed Name: Tootie Smith	Printed Name: Robert Feller

APPENDIX A: PROJECT CHANGE ORDER (PCO) PROCESS

If not provided for in the Agreement, the following Project Change Order process will be followed:

The Project Change Order (PCO) processes are identified to address any deviation or change in the terms of this SOW, scope of the consulting and implementation services or costs and must be approved by an authorized designee of the Customer and the WorkForce Project Manager.

The WorkForce Project Manager has overall responsibility for the change process. When a change is desired, the requestor (WorkForce or Customer) notifies the Workforce Project Manager who performs the following:

- Acknowledges receipt of the Change Request.

- Prepares a preliminary *Project Change Order Form* to identify the nature of the requested change

- Performs an initial impact assessment to determine the effect, if any, on the consulting and implementation service's schedule and the costs associated utilizing resources to perform a full Change Request analysis. If the impact assessment indicates using resources to analyze the Change Request affects the consulting and implementation services schedule or costs, the WorkForce Project Manager shall obtain Customer approval before performing the Change Request analysis.

- Reports the Change Request status in the progress reports.

- If Customer approves a full Change Request analysis, the WorkForce Project Manager shall prepare a Project Change Order Form detailing the change and its justification for the change, directing the analysis effort to the appropriate resources. This analysis shall result in a final Project Change Order Form containing estimated cost, schedule and resource requirements, technical feasibility, and recommended disposition such as:

  o Implement without adjusting current cost or delivery schedule.

  o Implement with impact to Customer's cost or delivery schedule.

  o Recommended as a follow-on project.

- If WorkForce finds the project not technically or economically feasible, an explanation will be provided detailing the reason.

- The WorkForce Project Manager reviews the *Project Change Order Form* with the Customer and it is marked as "accepted" or "withdrawn," and signed by both parties. If "accepted", consulting and implementation services are revised to include the agreed change(s) and invoicing will be on a T&M basis in accordance with the provisions of the PCO.

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Prepared for:
Clackamas County

Submitted on:
28 November 2022

Submitted by:
Rylee Dawson
WorkForce Account Relationship Manager

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SCOPE

WorkForce will perform an upgrade of the Customer's current production configuration and associated functionality of the WorkForce Time and Attendance ("WT&A") system as shown in the table below:

	Customer Current Version	Upgrade Version
WFS Time and Attendance	9.7.0.2	20.2.0.x
WFS Data Collection Terminals	2.5.0.1	WFS Current Version

	Current Data Center	New Data Center
WFS Data Center Move	On Prem	US8

The Customer's configuration will not be modified to include any new functionality available in the identified new release. If desired, the Customer can address this new functionality as a separate SOW after completion of the upgrade.

KEY MILESTONES & EXAMPLE TIMELINE

The duration of the upgrade is estimated to last 26 weeks.

Customer Acceptance Testing shall take place within 4 calendar weeks from the delivery of the services into the Test instance configuration.

Once Customer's Production instance is upgraded, the engagement will move to milestone 6 – "Stabilization" and will complete within 4 calendar weeks.

Customer is responsible to apply appropriate resources to meet this timeframe and WorkForce shall provide appropriate remote assistance during this timeframe. Customer is solely responsible for the rollout of the WT&A solution to employees.

Milestones, Tasks, and Level of the Upgrade Project

		WFS Effort:	Upgrade:	Customer Effort:	Upgrade:
	Phase 1 Preparation and Setup	90%	• Day 1: Project Kick off • Create WFS Config Instance (Internal) • Customer production data is replicated in WFS Config instance • Establish target deployment date w/ Customer	10%	• Planning & Resourcing • Begin Test Plan Development
	Phase 2 Internal Configuration	80%	• Upgrade WFS Config Instance • Update Config, integrations, & scripts for new version compatibility	20%	• Develop testing plan • Determine a Test Clock for each model clock
	Phase 3 Upgrade Customer Test Instance	80%	• Refresh Customer TEST Instance with Production data • Perform upgrade of TEST Instance • Refresh TEST with policies from WFS Config Instance • Clocks (If Applicable) Install one Test Clock in TEST Instance for each Model	20%	• Finalize Testing Plan • Clocks (If Applicable): Hook up Test Clocks to Test Controller
	Phase 4 Customer Testing and Acceptance	50%	• Remediate issues reported by Customer • Clocks (If Applicable): Upgrade can run parallel with or before WFS Production Upgrade	50%	• Execute Testing Plan • Provide written signoff of Test Completion including applicable WFS provided Checklist(s)
	Phase 5 Upgrade Customer Production Instance	80%	• Review Production Upgrade Plan • Review Communication Plan and Final Checklist • Perform Production upgrade • Clocks (If Applicable): Upgrade can run parallel with or before WFS Production Upgrade	20%	• Coordinate downtime • Validate Production Instance upgrade successful
	Phase 6 Stabilization and Close Out	80%	• Provide support post Go-Live • Remediate issues reported by Customer • Upgrade Customer DEV instance	20%	• Identify any issues • Release the User base

CUSTOMER ACCEPTANCE

Upgrade acceptance by the Customer shall occur upon any of the following:

1. Customer's written sign-off acceptance via email to WorkForce Project Manager
2. Customer uses the modified WT&A configuration in Production at the completion of the Stabilization period.

FEES

WorkForce will provide the upgrade services specified in this SOW for a fixed fee of **"$0" zero** ("Total Professional Services Fees Due"), not including travel expenses. The Total Professional Services Fees Due is based on the services and scope described herein.

Changes to any of the terms of this SOW or Customer delays will be handled through a Project Change Order ("PCO") and may involve an adjustment to the schedule and/or Total Professional Services Fees Due. A description of the PCO process is provided in Appendix A.

Custom Reports and Custom Analytics have been identified for this upgrade. Services required to upgrade these items are provided as a fixed-fee of $0 **Professional Services Fees Due.** Fees will be billed upon commencement of Milestone 1. Preparation and Setup.

The following Custom Reports have been identified as part of this upgrade project:

1. BCS_EQUIPMENT_REPORT
2. BCS_PROJ_TRANS_REPORT
3. BCS_STD_PROGRAM
4. BCS_STD_PROJECT
5. CCOM_STD_TIMESHEET_DETAIL_PAY_GROUP_OVERTIME
6. CCPROD_STD_SPECIFIC_PAY_CODE
7. CC_AMENDED_EARNINGS_EXPORT
8. CC_APPROVED_ADMIN
9. CC_ASSESOR_SUBTASK_LIST
10. CC_ASSESOR_SUBTASK_LIST_EMP
11. CC_ASSESOR_TASK_LIST
12. CC_ASSESOR_TASK_LIST_EMP
13. CC_ASSESSOR_COMML_RECHECK
14. CC_ASSESSOR_COMML_RECHECK_SUMMARY
15. CC_ASSESSOR_EMPSUMMARY
16. CC_ASSESSOR_JOB_SUMMARY
17. CC_ASSESSOR_RESIDENTIAL_RECHECK
18. CC_ASSESSOR_RESIDENTIAL_RECHECK_SUMMARY
19. CC_ASSESSOR_VEHICLE
20. CC_ASSESSOR_WKLY_TASK_DETAIL
21. CC_ASSESSOR_WKLY_TASK_SUMMARY
22. CC_BEN_TOTAL_HOURS_MONTH
23. CC_DEPT_HOURS_TO_GROSS_DETAIL
24. CC_EES_NO_TIMESHEET
25. CC_EE_PROGRAM
26. CC_EE_PROJECT
27. CC_EE_PROJ_TRANS_REPORT
28. CC_EMPLOYEE_DELEGATIONS
29. CC_EQUIPMENT_LIST_EMP
30. CC_FACILITIES_EMP_SUMMARY
31. CC_FACILITIES_FPN_LABOR
32. CC_FACILITIES_IMPULSE
33. CC_FACILITIES_WO
34. CC_FUNCTION_LIST_EMP
35. CC_MISSING_PUNCH_TRANSACTION
36. CC_OT_ANALYSIS_BY_JOBCODE
37. CC_OT_PREM_ADJ

38. CC_PAY_CODE_LIST
39. CC_PERS_EARNINGS_DETAIL
40. CC_PERS_EARNINGS_EXTRACT
41. CC_PERS_EARNINGS_SUMMARY
42. CC_PROGRAM_LIST_EMP
43. CC_PROJECT_LIST_EMP
45. CC_RECORDS_LIST_PROJECT
46. CC_RECORDS_LIST_TASK
50. CC_RECORDS_PROJECT_EXPORT_SUM
52. CC_RECORDS_PROJECT_TASK_DET
53. CC_RECORDS_PROJECT_TASK_SUM
54. CC_RECORDS_TIMESHEET_JOB
55. CC_RECORDS_TIMESHEET_REPORT
56. CC_REQUESTED_TIME_OFF
57. CC_STD_14_DAY_SCHEDULE
58. CC_STD_ABSENCE_HISTORY
59. CC_STD_ACCRUAL_DEPT
60. CC_STD_ACCRUAL_DEPT_LIAB
62. CC_STD_ACCRUAL_DETAIL_DEPT
63. CC_STD_ACCRUAL_FUND_DEPT_LIAB
64. CC_STD_ACCRUAL_LIABILITIY
65. CC_STD_ACCRUAL_LIABILITY_BY_FUND_DEPT_EMPLOYEE
66. CC_STD_DEPT_HOURS_TO_GROSS_REPORTS
67. CC_STD_EMPLOYEE_TERMINATION
68. CC_STD_HOLIDAY_CHECK_LWOP
69. CC_STD_HOLIDAY_LIST
70. CC_STD_HOURS_TO_GROSS_REPORTS
71. CC_STD_HOURS_TO_GROSS_REPORTS_PS_FORMAT
72. CC_STD_LABOR_COST_BY_PAY_GROUP
73. CC_STD_NEGATIVE_ACCRUAL
74. CC_STD_OC_PAY_CALC
75. CC_STD_OT_SUMMARY_BY_DEPT
76. CC_STD_OT_SUMMARY_BY_DEPT_SUPERVISOR
77. CC_STD_PAYROLL_EXPORT
78. CC_STD_PAY_CODE_BY_DEPARTMENT
79. CC_STD_RECORDED_TIMEOFF_DETAIL_CALENDAR
80. CC_STD_SCHEDULE_CYCLE_USAGE
81. CC_STD_SCHEDULE_TEMPLATE_USAGE
82. CC_STD_SCHEDULE_USAGE_HISTORY
83. CC_STD_SUPERVISORS
84. CC_STD_SUPERVISORS_BY_DEPT
85. CC_STD_TIMESHEET_APPROVAL
86. CC_STD_TIMESHEET_APPROVALS
87. CC_STD_TIMESHEET_COMMENTS
88. CC_STD_TIMESHEET_COMMENTS_EMP
89. CC_STD_TIMESHEET_DETAIL_PAY_EMP
90. CC_STD_TIMESHEET_DETAIL_PAY_GROUP
91. CC_STD_TIMESHEET_DETAIL_PAY_GROUP_BYJOBCODE
92. CC_STD_TIMESHEET_DETAIL_PAY_GROUP_COMMENTS
93. CC_STD_TIMESHEET_EE_DETAIL_ACCRUAL
94. CC_STD_TIMESHEET_WIW
95. CC_STD_TIMESHEET_WIW_EXCEL
96. CC_STD_TIME_OFF_REQUEST

95. CC_STD_TIME_OFF_REQUEST_COMMENTS
96. CC_STD_TIME_OFF_REQUEST_SEL
97. CC_STD_TOTAL_HOURS_MONTH
98. CC_STD_TOTAL_PAY_MONTH
99. CC_STD_UNAPPROVED
100. CC_STD_UNAPPROVED_LOCKED
101. CC_STD_V_ACTUAL_DETAIL
102. CC_SURVEYOR_EMPSUMMARY
103. CC_SURVEYOR_JOB_SUMMARY
104. CC_SURVEYOR_PROJECT
105. CC_SURVEYOR_PROJECT_DEPT
106. CC_SURVEYOR_PROJECT_EXPORT
107. CC_TASK_LIST_EMP
108. CC_TIMESHEET_WITH_PAY_ACCRUAL
109. CC_TIMESHEET_WITH_PAY_ACCRUAL_EMP
110. CC_TIMESHEET_WITH_PAY_LD
111. CC_TIMESHEET_WITH_PAY_LD_EMP
112. CC_TS_AUDIT_MANAGER_DATE_RANGE
113. CC_TS_AUDIT_MGR_NAME_DATE_RANGE
114. CC_TS_JOBCODE_LIST_EMP
115. CC_TS_PROJECT_LIST_EMP
116. CC_TS_PROJECT_TOTALS_EMP
117. CC_TS_TIMESHEET_RECORD_REPORT
118. CC_USER_ROLE_SYSTEM_FEATURE
119. CC_WES_EMP
120. CC_WES_EMP_MASTER
121. CC_WES_EMP_PROJ
122. CC_WES_EQ
123. C_WES_EQ_NEW_COA
123. CC_WES_EQ_DETAIL
124. CC_WES_EQ_MASTER
125. CC_WES_LABOR

126. CC_WES_LABOR_NEW_COA
126. CC_WES_MTD_OT

127. CC_WES_TIMESHEET
128. CC_WES_TIMESHEET_NEW_COA

128. CC_WES_TIME_ENTRY
129. CC_WES_TIME_ENTRY_NEW_COA
129. CC_WES_TIME_ENTRY_ALL
130. CC_WES_TIME_ENTRY_EXCEL
131. CC_WES_YTD_OT
132. CC_YTD_OT
133. CLACK_AMENDED_PAY_CODE
134. CLACK_AMENDED_RPT
135. CLACK_STD_ACCRUAL_LIABILITY_BY_ASSIGNMENT_GROUP
136. CLACK_STD_ACCRUAL_LIABILITY_BY_ASSIGNMENT_GROUP_BY_DEPT
137. CLACK_STD_ACCRUAL_LIABILITY_BY_DEPT_EMPLOYEE
138. CLACK_STD_ACCRUAL_LIABILITY_BY_EMPLOYEE
139. CLACK_STD_TSD_QUERY
140. CLACK_STD_TSO_PAYCODE
141. DHS_CD_EE_HRS_BY_PERSON

142. DHS_CD_EE_TIMESHEET
143. DHS_CD_PROGRAM
144. DHS_CD_PROJECT
146. DHS_CH_PROGRAM
147. DHS_CH_PROGRAM_ANALYSIS
148. DHS_CH_PROJECT
149. DHS_CH_PROJ_TRANS_REPORT
150. DHS_CS_EE_TIMESHEET
151. DHS_CS_EE_TIMESHEET_EMP
152. DHS_CS_LABOR_TOTALS_BY_PROGRAM
153. DHS_CS_PROGRAM
154. DHS_CS_PROJECT
155. DHS_CS_PROJ_TRANS_REPORT
156. DHS_CYF_PROGRAM
157. DHS_MH_ON_CALL
158. DHS_PROJ_TRANS_REPORT
159. DHS_SSD_PROGRAM
160. DHS_SSD_PROGRAM_ANALYSIS_FT_DATES
161. DHS_SSD_PROJECT
162. DHS_SSD_PROJ_TRANS_REPORT
163. DHS_SS_PROGRAM_ANALYSIS
166. DTD_EE_DAILY_LABOR_HRS_BY_PROJECT
167. DTD_EXTRA_OT_CALC
168. DTD_HOURS_TO_GROSS_REPORTS
169. DTD_LD_EXCEPTIONS
170. DTD_LD_EXPORT
171. DTD_LD_EXPORT_AMENDED
172. DTD_LD_REPORT
173. HAC_LABOR_DTL_BY_EMPLOYEE_PROGRAM
174. HAC_LABOR_TOTALS_BY_PROGRAM
175. HAC_PROJ_TRANS_REPORT
176. SHERIFF_AMENDED_TRANS_REPORT
177. SHERIFF_DEPT_OVERTIME
178. SHERIFF_OT_FIREARM
179. SHERIFF_OT_SARCON
180. SHERIFF_OT_TITLE3
181. SHERIFF_OVERTIME_DETAIL
182. SHERIFF_OVERTIME_OTHER_DEPARTMENT
183. SHERIFF_TRANS_REPORT
184. TS_PROJECT_REPORT
185. TS_PROJ_TRANS_COMMENTS_REPORT
186. TS_PROJ_TRANS_REPORT
187. WES_STD_SCHEDULE_TEMPLATE_USAGE

ASSUMPTIONS

The scope and fees associated with this SOW are based on the following:

- Customer is responsible for developing a plan for testing and accepting the Deliverables (the "Acceptance Test Plan") for use during Customer's testing of the Deliverables ("Customer Acceptance Testing"). WorkForce will provide samples upon request and will review Customers Test Plan providing guidance if

needed. However final responsibility for the completeness and suitability for purpose of the Customer Test Plan, including execution of same, remains with the Customer.

- Customer will deploy adequate staff to perform and complete their assigned activities within the timeframes specified in the project timeline, including, but not limited to, requirements definition, review and approval of project documents, testing, and end-user testing.

- Customer is responsible for any additional WorkForce effort due to delays, unavailability of Customer systems, data issues, resource issues, or any other project issues that increase WorkForce effort required.

- Customer will not perform any stress testing, load testing, or security audits without consulting with WorkForce technical staff.

- Customer will meet all hardware/software pre-requisites prior to the upgrade.

- Upgrades are performed Tuesday – Thursday outside of typical payroll windows. Upgrades are not available on Company Holidays. Additional fees apply to all upgrades scheduled outside this window.

- All communication with WorkForce consultants will be conducted in English. Documentation produced by WorkForce to be reviewed by WorkForce will be in English.

- Any deviations from these assumptions will require the execution of a PCO and a possible increase in fees.
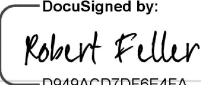
OTHER TERMS AND CONDITIONS

- WorkForce may make reasonable adjustments to the fees if through no fault of WorkForce, Customer delays the upgrade which causes WorkForce to extend the project timeline or suspend and later restart the implementation.

- Signature of this SOW provides approval for WorkForce to extract a copy of the Customer's production database for use in modifying and testing the Customer's configuration for purposes of completing the upgrade. The Customer's data will only be used for this purpose and will be maintained on a WorkForce internal instance setup in its secure SaaS facilities. Without such approval, the upgrade cannot proceed. Note: There will be NO downtime while obtaining the copy of Production.

ATTACHMENTS

[X] Appendix A: Project Change Management

APPROVALS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Clackamas County	WorkForce Software, LLC
Date:	Date: December 7, 2022
Signature:	Signature: *Robert Feller* DocuSigned by: D949ACD7DF6E4FA
Printed Name: Tootie Smith	Printed Name: Robert Feller

APPENDIX A: PROJECT CHANGE ORDER (PCO) PROCESS

If not provided for in the Agreement, the following Project Change Order process will be followed:

The Project Change Order (PCO) processes are identified to address any deviation or change in the terms of this SOW, scope of the consulting and implementation services or costs and must be approved by an authorized designee of the Customer and the WorkForce Project Manager.

The WorkForce Project Manager has overall responsibility for the change process. When a change is desired, the requestor (WorkForce or Customer) notifies the Workforce Project Manager who performs the following:

- Acknowledges receipt of the Change Request.

- Prepares a preliminary *Project Change Order Form* to identify the nature of the requested change

- Performs an initial impact assessment to determine the effect, if any, on the consulting and implementation service's schedule and the costs associated utilizing resources to perform a full Change Request analysis. If the impact assessment indicates using resources to analyze the Change Request affects the consulting and implementation services schedule or costs, the WorkForce Project Manager shall obtain Customer approval before performing the Change Request analysis.

- Reports the Change Request status in the progress reports.

- If Customer approves a full Change Request analysis, the WorkForce Project Manager shall prepare a Project Change Order Form detailing the change and its justification for the change, directing the analysis effort to the appropriate resources. This analysis shall result in a final Project Change Order Form containing estimated cost, schedule and resource requirements, technical feasibility, and recommended disposition such as:

    o Implement without adjusting current cost or delivery schedule.

    o Implement with impact to Customer's cost or delivery schedule.

    o Recommended as a follow-on project.

- If WorkForce finds the project not technically or economically feasible, an explanation will be provided detailing the reason.

- The WorkForce Project Manager reviews the *Project Change Order Form* with the Customer and it is marked as "accepted" or "withdrawn," and signed by both parties. If "accepted", consulting and implementation services are revised to include the agreed change(s) and invoicing will be on a T&M basis in accordance with the provisions of the PCO.

<div align="center">

CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract #7341

</div>

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Finance department and **WorkForce Software, LLC.** ("Contractor"). This Addendum shall be attached to, and incorporated into, the WorkForce Software, LLC SaaS Agreement ("Vendor Agreements"). As used below, "Contract" means this Addendum and the Vendor Agreements. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control.

A. **Term.** This Contract shall terminate **June 30, 2027**. This Contract may be renewed for additional five-year terms by execution of a written amendment on terms and conditions acceptable to both parties, prior to expiration of the term of the Contract. The Contract is conditioned upon full execution by the parties before or on December 31st, 2022. In the event the Contract is not fully executed by December 31st, 2022, Contractor shall have the right to declare the Contract null and void.

B. **County Contract Administrator.** The County Contract Administrator for this Contract is **Elizabeth Comfort.**

C. **Consideration.** In consideration for Contractor's grant to use the SaaS Services described in this Contract, the County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Seven Hundred Thousand Dollars ($700,000)**. In the event that Overage Fees cause County to exceed the sum not to exceed herein, Contractor shall no longer be obligated to provide the SaaS Services unless or until the sum not to exceed is increased. Payment will be in accordance with the following annual schedule:

	Year 1	Year 2	Year 3	Year 4	Total
SaaS Service Fees	$140,000.00	$140,000.00	$140,000.00	$140,000.00	$700,000.00

Contractor is providing certain services as part of a separate statement of work issued under a Master Consulting Agreement, executed contemporaneously herewith. Those services will enable County to use the SaaS Services. In the event Contractor is unable to complete those services so that County may use the SaaS Services within the first year of the Contract, County may terminate the Contract. In the event of termination under this provision, County will not be liable for annual fees for Years 2 through 4. The foregoing right to terminate due to Contractor's failure to complete those services within Year 1 shall not be applicable in the event (a) that the County terminates the SOW(s) for convenience, or (b) there is a material increase in scope which adjusts the applicable timelines, or (c) County delays in fulfilling its obligations under the applicable statement(s) of work which causes the delay in completion.

D. **Debt Limitation.** The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

E. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

> Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.

☒ Required – Commercial General Liability: combined single limit, or the equivalent, of not less than $1,000,000 per occurrence, with an annual aggregate limit of $2,000,000 for Bodily Injury and Property Damage.
☒ Required – Professional Liability: combined single limit, or the equivalent, of not less than $1,000,000 per claim, with an annual aggregate limit of $2,000,000 for damages caused by error, omission or negligent acts.
☐ Required – Automobile Liability: combined single limit, or the equivalent, of not less than $1,000,000 per accident for Bodily Injury and Property Damage.
☐ Required – Abuse & Molestation endorsement with limits not less than $1,000,000 per occurrence if not included in the Commercial General Liability policy.
☒ Cyber Liability: combined single limit, or the equivalent, of not less than $1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

F. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.

2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.

3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

   Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

G. **Governing Law; Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

H. **Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

I. **Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) in accordance with the Vendor Agreement; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (iii) if Contractor is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

J. Compliance. Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Notwithstanding anything to the contrary, the County expressly agrees and acknowledges that the SaaS Service may be configured according to the County's internal business processes which Contractor does not review or vet for legality and for which Contractor shall have no legal responsibility or liability for any configuration of the SaaS Service which is not compliant with applicable law.

K. Indemnification. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.

L. Dispute Resolution. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.

M. Records. Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.

N. Counterparts. This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

O. Waiver. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

27. Confidentiality. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract and as expressly allowed within the Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County or as expressly allowed within the Contract, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the

breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.
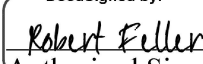
Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

WorkForce Software, LLC.   Clackamas County

DocuSigned by:

Robert Feller   December 7, 2022
Authorized Signature   Date

Robert Feller   CFO   _____
Name/Title (Printed)   Chair   Date

                                                        _____
                                                        Recording Secretary

                                                        Approved As To Form:

                                                        Andrew   Digitally signed by
                                                        Naylor   Andrew Naylor
                                                                   Date: 2022.12.07
                                                                   12:51:29 -08'00'
                                                        _____
                                                        Clackamas County Counsel   Date

WORKFORCE SOFTWARE SAAS AGREEMENT

This WorkForce Software SaaS Agreement (the "Agreement") is entered into between WorkForce Software, LLC, 38705 Seven Mile Road, Suite 300, Livonia, Michigan 48152 ("WFS") and the "County" defined below.

County Name:	Clackamas County
Address:	2051 Kaen Road
	Oregon City, OR 97045
	United States

1. **Definitions**

   1.1. "Affiliate" means a legal entity separate from and controlled by or under common control with the either party. For purposes of this Agreement, the term "control" shall mean ownership of a beneficial controlling interest.

   1.2. "County Data" shall mean any content, materials, data and information provided by the County to WFS in the course of using the SaaS Service.

   1.3. "Documentation" shall mean all written or electronic materials provided to County by WFS for facilitating use of the SaaS Service as applicable, but does not include advertising or similar promotional materials.

   1.4. "Effective Date" is the Schedule Effective Date of the first executed Schedule.

   1.5. "e-Learning Courseware" shall mean video or online training content and related materials which may be provided to County by WFS under a separate Schedule to this Agreement.

   1.6. "Force Majeure" shall mean any event outside of the control of WFS, such as, but not limited to, a natural disaster, fire or extended power, electrical or Network outage, which renders the SaaS Service temporarily unavailable or permanently affects or prevents performance under this Agreement.

   1.7. "Intellectual Property Rights" shall mean all copyrights, trade secrets, patents, and other intellectual property rights or portion thereof including, but not limited to, the ideas, methodologies, methods of operation, processes, and look and feel in the SaaS Service.

   1.8. "Network" means the Internet, phone network, cell phone network, and other transmission methods by which the SaaS Service is delivered.

   1.9. "Party" or "Parties" shall mean WFS or County individually or collectively.

   1.10. "Production Environment" means an environment provided in the SaaS Service which County uses for live processing.

   1.11. "Related Systems" shall mean County owned or operated computers, web-browsers, operating systems, firewalls, e-mail servers, LDAP servers, portals, Networks, third party software, internet connection, and any other hardware or software that connects to the SaaS Service or affects the SaaS

Service if they are not configured or operating properly or are operating in such a manner as to cause an interruption or failure of the SaaS Service, whether or not provided by or configured by WFS.

1.12.   "SaaS Service" or "SaaS Services" means the provision of access to and use of WFS software as a service platform, together with the provision of updates and upgrades, and related services including maintenance and support, all in accordance with the Agreement and the applicable Schedule.

1.13.   "Schedule" means one or more written orders listing the services to be delivered to the County which is signed by both WFS and the County which references this Agreement.

1.14.   "Service Level Agreement" or "SLA" means the service levels specified in Exhibit A.

1.15.   "Support Services" shall mean the services specified in the Support Plan, including reasonable technical support via telephone, e-mail, and/or the web, to answer questions or provide assistance in the use of the SaaS Service.

2. **Services Delivered**

2.1.   WFS shall provide access to the SaaS Service to County via the Network as specified in the Schedules. Any use of the SaaS Service prior to the Commencement Date specified in the Schedule(s) shall be considered a trial period during which the SLA shall not apply. Within the Production Environment, County may use only the applications and extensions specified in the Schedule(s), even if other applications and extensions are made available.

2.2.   WFS may periodically update ("Update") the SaaS Service, but makes no representations as to the frequency of new releases or the features, enhancements, or corrections that will be provided in the Updates.

2.3.   County shall limit the access to the SaaS Service to its own employees, consultants, and other authorized users and shall not make the SaaS Service available to third parties or make it available on a service bureau basis.

2.4.   WFS shall take commercially reasonable measures, consistent with those in the industry, to prevent unauthorized parties from gaining (a) physical access to the data centers where the SaaS Service is hosted, and (b) electronic access to the SaaS Service or the County Data.   WFS shall promptly notify County of any unauthorized access to the SaaS Service which WFS detects.

2.5.   WFS shall periodically backup the County Data ("Backup Services") as specified in the SLA. WFS will undertake commercially reasonable steps to begin the restoration of County Data from the backup as soon as WFS is notified or becomes aware of the need to restore data.   WFS shall not be responsible if County Data is lost or corrupted in between scheduled backups or for a reason caused by the acts or omissions of County. County Data shall not be used by WFS for any other purpose except to provide the services contemplated under the Agreement. WFS shall not preserve such County Data longer than contracted.

2.6.   In a Force Majeure event, WFS shall make commercially reasonable efforts to restore the SaaS Service at an alternate facility as soon as feasible. Until such Force Majeure event shall have passed, the SaaS Service may be provided on a reduced use basis and may require County to make changes to the procedures used to access the SaaS Service. Neither party shall incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, where such delay or failure is caused, in whole or in part, by a Force Majeure event. If a party asserts a Force Majeure event for failure to perform the party's obligations, then the asserting

party shall notify the other party of the event and take commercially reasonable steps to minimize the delay or damages caused by the Force Majeure event.

2.7.   WFS shall provide the Support Services specified in the Support Plan. The Support Plan description attached as Exhibit B provides details of the service levels and items provided under each plan. Terms of the Support Plan supersede the terms in this Agreement.

3. **County Responsibilities**

3.1.   County shall be responsible for entering its County Data into the SaaS Service and County shall be responsible for the maintenance of the County Data supplied by it. County hereby represents and warrants to WFS that the County Data is free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by WFS or its subcontractors to provide the SaaS Service. County agrees that it has collected and shall maintain and handle all County Data in compliance with all applicable data privacy and protection laws, rules and regulations.

3.2.   County has sole responsibility to maintain the integrity, confidentiality and availability of information on County equipment.

3.3.   County has sole responsibility to (a) check the accuracy of information processed using the SaaS Service, (b) run all normal processes and procedures within the SaaS Service such as end of period processing, imports, exports, and file transfers, and (c) manage and configure its Related Systems and ensure they operate properly. County is responsible for any inputs to the SaaS Service, including data and business rules that are set up for County, and any incorrect output that results therefrom. When using and applying the information generated by the SaaS Service, County is responsible for ensuring that County complies with the applicable requirements of federal and state law. County agrees: (i) using the SaaS Service does not release County of any professional obligation concerning the preparation and review of such reports and documents, and (ii) County does not rely upon WFS or the SaaS Service for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents.

3.4.   County assumes all responsibilities and obligations and expertise with respect to (a) the selection of the SaaS Service to meet its intended results, and (b) any decision it makes based on the results produced by the SaaS Service. County understands and acknowledges that WFS and the Third-Party Content Vendors are not engaged in rendering legal, accounting, tax or other professional advice either as a service or through the SaaS Service and it is not relying on WFS and the Third-Party Content Vendors for any advice or guidance regarding laws and regulations. County shall review all calculations and determinations made using the SaaS Service and satisfy itself those results are accurate. If legal, accounting, tax or other expert assistance is required, the services of a competent professional will be sought by County. To the extent permitted by law, County shall indemnify and hold WFS harmless from claims and demands of its employees or former employees arising from the use by County of the SaaS Service.

3.5.   County is solely responsible to ensure Related Systems operate properly. The support provisions of this Agreement do not apply to Related Systems or problems in the SaaS Service caused by Related Systems, regardless of who provided, installed, or distributed such. Should WFS identify that the root cause of a problem is caused by County modifications to the SaaS Service or behavior in Related Systems it shall notify County and request approval to provide additional assistance (if applicable). Should County give its approval, the additional time spent by WFS after such approval shall be billed to County on a time and materials basis at the then current rates.

3.6.   County shall not perform any stress test, load test, or security test on the SaaS Service without first obtaining WFS permission and executing a separate agreement for the services required by WFS to support such tests.

3.7.   County shall change all passwords used to access the SaaS Service at regular intervals. Should County learn of an unauthorized third party having obtained knowledge of a password, County shall inform WFS thereof without undue delay and promptly change the password. County will terminate old users in the SaaS Service.

3.8.   County is responsible for monitoring user access to the SaaS Service.

3.9.   County is responsible for the connection to the SaaS Service, including the Internet connection.

4. **Term and Termination**

4.1.   The term of this Agreement starts on the Effective Date and terminates June 30, 2027. This Agreement may be renewed by WFS submitting a new schedule(s) 60 days before the end of the term of this Agreement. If the County agrees, in writing, to the terms of the renewal, as set forth in the schedule, this Agreement may be renewed for an additional 5 years. The per-unit pricing during any such renewal term shall increase by 5% per year over the base prices listed in the Schedules for the relevant services in the immediately prior term.

4.2.   The provisions of Sections 2.5, 2.6, 3, 5, 7, 8.4, 8.5, 8.6 and any payment obligations incurred by County prior to or upon termination shall survive termination of this Agreement.

4.3.   If either party commits a material breach of this Agreement, and should such breach not be corrected within thirty (30) days after receipt of written notice from the non-breaching party, this Agreement may be terminated by the non-breaching party upon written notice. Notwithstanding the foregoing, if the nature of the breach requires longer than thirty (30) days to cure, and WFS is taking commercially reasonable efforts to cure such breach at the end of the initial thirty (30) day cure period, WFS shall have a reasonable time thereafter to continue to effectuate a cure of such breach. Upon termination in such instance, WFS shall refund the unexpired portion of any fees paid.

4.4.   Upon the effective date of termination, County's access to the SaaS Service will be terminated. Thirty (30) days after the effective date of termination, WFS shall have no obligation to maintain or provide any County Data. WFS will, upon request, provide County a copy of the data which the County may download within thirty (30) days after the effective date of termination. Upon termination of the Agreement, WFS shall use commercially reasonable efforts to permanently and irrevocably remove, purge or overwrite all data still remaining on the servers used to host the SaaS Service, including, but not limited to, County Data, unless and to the extent applicable laws and regulations require further retention of such data. All indemnifications relating to the unauthorized disclosure of County Data shall continue until such data is returned to County or destroyed.

5. **Proprietary Right, Non-Disclosure**

5.1.   Each party shall maintain as confidential and shall not disclose, publish, or use for purposes other than as intended in this Agreement the other party's Confidential Information except to those employees, contractors, legal or financial consultants and auditors of the recipient and its Affiliates who need to know such information in connection with the recipient's performance of its rights and obligations under the Agreement and in the normal course of its business and who are bound by confidentiality terms no less stringent than the terms contained herein. "Confidential Information" shall include, but shall not be limited to, County Data, the SaaS Service, the pricing and terms of this Agreement, benchmarks, statistics or information on the capabilities of the SaaS Service, financial information,

business plans, technology, marketing or sales plans that are disclosed to a party and any other information that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party to be proprietary and confidential to the disclosing party because of (i) legends or other markings, (ii) the circumstances of disclosure, or (iii) the nature of the information itself. Each party shall protect such Confidential Information with reasonable care and no less care than it would exercise to protect its own Confidential Information of a like nature and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof. Notwithstanding anything else in this Agreement, either party may disclose Confidential Information in accordance with a judicial or governmental order, or as otherwise required by law, provided that the recipient either: (i) gives the disclosing party reasonable notice prior to such disclosure to allow the disclosing party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, neither party shall disclose any computer source code that contains Confidential Information in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section 5.

5.2. Either party may disclose the existence of this Agreement and its terms to the extent required by law, the rules of any applicable regulatory authority or the rules of a stock exchange or other trading system on which that party's securities are listed, quoted, and/or traded.

5.3. Breach of the obligations in Section 5 may cause irreparable damage to the disclosing party and therefore, in addition to all other remedies available at law or in equity, the disclosing party shall have the right to seek equitable and injunctive relief for such breach.

5.4. WFS shall retain all rights, title, and interest in the e-Learning Courseware, Third-Party Services and the SaaS Service. County shall not alter, modify, copy, edit, format, translate, or create derivative works of these materials, except as provided herein or when approved in writing by WFS.

5.5. As between WFS and County, County shall own all title, rights, and interest in County Data.

5.6. Both parties agree to comply with all applicable privacy and data protection statutes, rules, or regulations governing the respective activities of the parties. County hereby consents to the use, processing and/or disclosure of County's data only for the purposes described herein and to the extent such use or processing is necessary for WFS to carry out its duties and responsibilities under this Agreement or as required by law.

5.7. Notwithstanding anything to the contrary, County's obligations under this agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law. WFS asserts that Confidential Information, defined above, submitted pursuant to this agreement is exempt from disclosure under one or more exceptions including, but not limited to: ORS 192.345(2) (trade secrets) and ORS 192.354(4) (confidential submissions). While County will make good faith efforts to perform under this agreement, County's disclosure of Confidential Information, in whole or in part, will not be a breach of the agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If County is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, County shall notify WFS within a reasonable period of time of the request. WFS is exclusively responsible for defending WFS's position concerning the

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confidentiality of the requested information. County is not required to assist WFS in opposing disclosure of Confidential Information, nor is County required to provide a legal opinion as to whether the Confidential Information is protected under ORS Chapter 192, *et. seq.*, or other applicable state or federal law.

6. **Payments, Credits, and Refunds**

6.1. County shall pay all fees specified in the Schedule(s) to WFS or its designated representative. Unless specified otherwise in the Schedule(s): (i) fees are based on services purchased in the Schedule(s) and overage fees, (ii) payment obligations for the Service Term specified in each Schedule are non-cancelable and fees paid are non-refundable, (iii) the quantities ordered under the Schedule cannot be decreased during the term, and (iv) all fees quoted and payments made hereunder shall be in U.S. Dollars. The Schedule(s) specify how the County may use the SaaS Service and how the usage of the SaaS Service will be measured. Any use of the SaaS Service in excess of the amounts specified in the Schedules shall be billed to the County monthly in arrears at 125% of the unit prices specified in the Schedule ("Overage Fees"). County may increase its committed Quantity (as defined in the applicable Schedule) during the Term of the Schedule by executing a quote by and between the parties which details the increased Quantity. Such quote shall be co-terminus with the Schedule which details the previously committed Quantity.

6.2. WFS fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and County shall be responsible for payment of all such taxes, levies, or duties, except for taxes on WFS net income (including FCC and related taxes and charges for phone based systems). If County is tax-exempt or self-assesses its own taxes, it shall provide appropriate documentation to demonstrate such to WFS.

6.3. All invoices submitted shall be due Net 30. If County reasonably disputes an invoice, County must pay the undisputed amount when due and submit written notice of the disputed amount (with details of the nature of the dispute and the invoice(s) disputed) within thirty (30) days of receipt of the invoice. WFS may assess interest at the rate of 1.5% per month or the maximum allowed by law on balances not paid when due. In the event that County is more than sixty (60) days past due and/or after two (2) written notifications of a past due amount, WFS reserves the right to suspend County's access to the SaaS Service unless and until County makes full payment of all past due fees.

6.4. Upon written notice by County to WFS of its failure to satisfy the Uptime Commitment of the SLA within thirty (30) days of the end of a month, WFS shall credit County the fees as calculated in the SLA towards the next payment due from County. The credits provided to County shall be its sole and exclusive remedy for WFS's failure to comply with the Uptime Commitment.

7. **Warranties and Indemnifications**

7.1. WFS shall, at its expense, indemnify, defend and hold County harmless from and against any third-party claim that the SaaS Service infringes an Intellectual Property Right; provided, however, that (a) County promptly notifies WFS of any such claim, and (b) permits WFS to defend with counsel of its own choice, and (c) County gives WFS such information and/or assistance in the defense thereof as WFS may reasonably request. In no event shall County settle any such claim without the written consent of WFS. If the SaaS Service is adjudged to infringe an Intellectual Property Right by a court of competent jurisdiction, WFS shall, at its expense and election either: (i) procure the right for County to continue using the infringing items, (ii) replace the infringing items with a functionally equivalent non-infringing product, (iii) modify the infringing items so that they are non-infringing, or (iv) terminate the affected Schedule and refund the unexpired portion of any fees paid. In no event shall WFS, its employees, agents and sub-contractors be liable to the County to the extent that the alleged

infringement is based on: (a) a modification of the SaaS Services or Documentation by anyone other than WFS, or (b) the County's use of the SaaS Services or Documentation in a manner contrary to the instructions given to the County by WFS, or (c) the County's use of the SaaS Services or Documentation after notice of the alleged or actual infringement from WFS or any appropriate authority. The provisions of Section 7.1 constitute the entire liability of WFS and sole remedy of County with respect to any claims or actions based in whole or in part upon infringement or violation of an Intellectual Property Right of any third party.

7.2.   WFS represents and warrants: (a) it has the right to grant the rights specified herein, and (b) the SaaS Service will not contain any viruses or Trojan horses.

7.3.   THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 7, WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES TO THE SAAS SERVICES AND ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, WFS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WFS AGENT, CONTRACTOR OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION TO THIS WARRANTY, UNLESS IN A SIGNED WRITING EXECUTED BY A WFS EMPLOYEE WITH ACTUAL AUTHORIZATION TO BIND WFS. WFS DOES NOT WARRANT THAT THE SAAS SERVICE OR ANY PORTION THEREOF WILL OPERATE UNINTERRUPTED, WILL BE ERROR FREE OR THAT WFS WILL CORRECT ALL NON-MATERIAL ERRORS.

7.4.   In no event shall either party be liable for any loss of profits, loss of use, loss of data, interruption of business or indirect, special, incidental or consequential damages of any kind in connection with or arising out of this Agreement, whether alleged as a breach of contract or tortious conduct. The limitation of liability specified in this paragraph applies regardless of the cause or circumstances giving rise to such losses or damages, including without limitation, whether the other party has been advised of the possibility of damages, the damages are foreseeable, or the alleged breach or default is a fundamental breach or breach of a fundamental term.

7.5.   WFS's liability hereunder for damages shall not, in any event, exceed the fees paid by County in the twelve (12) month period preceding which the claim arose. Such fees shall be limited to the particular Schedule to which the default relates. The limitations specified in this Section 7.5 shall not apply to a breach of the non-disclosure provisions of Section 5, the indemnification provisions of Sections 7.1, or to any death, bodily injury, or damage to tangible property caused solely by the negligence or willful misconduct of WFS's staff while on-site at County's locations.

8. **General Provisions**

8.1.   Each party may include the other party's name or logo in a list of its clients, vendors, or service providers. Each party may make reference to the other in an initial press release, provided that any use of the other party's trademark(s) retain proprietary notices and/or are properly attributed to their owner and also provided that any such press release will require the review and prior written consent of both parties, which shall not be unreasonably withheld, conditioned, or delayed.

8.2.   In recognition of the pricing provided under this Agreement, County shall (subject to its reasonable right to review and approve): (a) allow WFS to include a brief description of the SaaS Service and Global Services furnished to County in WFS promotional materials, and (b) allow WFS to make reference to County in case studies, ROI analyses, white papers and related marketing materials, and

(c) serve as a reference for WFS potential clients, and (d) provide interviews to the news media and provide quotes for press releases, and (e) organize mutually convenient site visits for WFS potential clients, and (f) make presentations at conferences, upon WFS reasonable request and at WFS's cost upon review and approval by County

8.3.   Any notice to be sent relating to this Agreement shall be in writing and mailed to the other party at the addresses set forth herein addressed to Legal Department, by certified mail, return receipt requested with, for notices from County to WFS, a digital copy to be sent to legal@workforcesoftware.com. This Agreement, including all Schedules, contains the entire agreement of the parties with respect to its subject matter, and there are no promises, conditions, representations or warranties except as expressly set forth herein. This Agreement may be modified or amended only by written instrument executed by the parties. This Agreement has been the subject of arm's length negotiations and shall be construed as though drafted equally the parties. Except for the Government Addendum for the SaaS Agreement executed contemporaneously herewith, no terms, provisions or conditions of any purchase order or other document that County may use in connection with this Agreement shall have any effect on the rights, duties or obligations of either party. Unless expressly stated to the contrary in any Schedule, any terms or conditions specified in the Agreement shall prevail over terms and conditions in the Schedules. Silence shall not constitute a conflict.

8.4.   No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to or waiver of any different or subsequent breach. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected. The headings and titles provided in this Agreement are for convenience only and shall have no meaning on the terms of this Agreement. Consent is not required for an assignment of this Agreement in connection with a sale or disposition of a majority of all the assets, voting securities or equity interests of WFS, or a reorganization, merger or similar transaction of WFS. County may, upon notice to WFS, assign or otherwise transfer this Agreement if done in its entirety and in conjunction with a merger, consolidation or reorganization of the County. For assignments related to internal reorganizations of County, the prior, written consent of WFS shall be required, such consent not to unreasonably withheld, conditioned or delayed. This Agreement binds and inures to the benefit of the parties hereto and their respective successors and permitted assigns. The parties agree that reliable copies such as scanned or facsimile counterpart signatures are acceptable.

8.5.   Each party shall be liable for breaches of its Affiliates and contractors under this Agreement.

8.6.   EACH PARTY ACKNOWLEDGES THAT THE WARRANTY DISCLAIMERS, LIABILITY AND REMEDY LIMITATIONS, AND SERVICE LEVELS IN THIS AGREEMENT ARE MATERIAL BARGAINED FOR BASES OF THIS AGREEMENT AND THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Agreement and the Exhibits indicated below as of the Effective Date.

Exhibits

[x] Exhibit A – Service Level Agreement

[x] Exhibit B – Support Plan Descriptions

[x] Exhibit C – Data Processing Agreement

[x] Exhibit D – Data Retention Policy

[x] Exhibit E – WorkForce Software SaaS Services Schedule

CLACKAMAS COUNTY   **WORKFORCE SOFTWARE LLC**

Date: _____   Date: December 7, 2022
                                            _____

Signature: _____   Signature: *Robert Feller*
                                                 _____
                                                 D949ACD7DF6E4FA...

Printed
Name: Tootie Smith   Printed
          _____   Name: Robert Feller
                                               _____

Title: Chair   Title: CFO
          _____   _____

Exhibit A – Service Level Agreement

WFS shall provide the following service levels for the SaaS Service during the term of this Agreement.

Service Area	Service Level Commitment
Uptime Commitment	Production Environments: 99.5%
Backup Services	WFS is responsible for backup and restore of data stored in the SaaS Service. WFS shall backup all County Data in its entirety every seven (7) days. WFS shall backup all changes to County Data every twenty-four (24) hours.
Data Retention	County Data will be kept online for three (3) years or 30 days from end of the contracted service, whichever comes first. Upon County's request, WFS will retain County Data for a period longer than three (3) years according to the fee schedule listed in the WFS Data Retention Policy.
Disaster Recovery Time Objective	Except as otherwise noted herein, failover of Production Environment functionality to the Disaster Recovery site will occur within twelve (12) hours of WFS declaring a Disaster.
Disaster Recovery Point Objective	Maximum data loss of one-and-a-half (1.5) hours of data stored in the Production Environment.

Notes, Definitions, and Additional Terms

The following notes, definitions, and additional terms are an integral part of the Service Level Agreement.

1. "Disaster" means an event after which WFS determines the SaaS Service should be failed over to the disaster recovery site.

2. "Downtime" means the Total Minutes in the Month during which the Production Environment is not available, except for Excluded Downtime.

3. "Excluded Downtime" means Total Minutes in the Month attributable to:

   (i) Scheduled Maintenance Windows;

   (ii) SaaS Service updates;

   (iii) Content provided by Third-Party Content Vendors;

   (iv) Unavailability caused by factors outside of WFS's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised, including, without limitation, a Force Majeure event.

4. "Month" means a calendar month.

5. "Total Minutes in the Month" are measured 24 hours at 7 days a week during a Month.

6. "Scheduled Maintenance Windows" means a window of time during which the SaaS Service may be down for maintenance, which window is (a) 3:00 am Sunday to 4:00 am Sunday U.S. Eastern Time for the US and Canada data centers (b) 3:00 am Sunday to 4:00 am Sunday Central European Time for the European data centers; (c) 3:00 am Sunday to 4:00 am Sunday Australian Eastern Time for the Asia Pacific/Australia data centers; (d) for an extended maintenance window in which case the County will be notified at least ten (10) business days in advanced; and (e) a maintenance window scheduled with the County to perform maintenance or updates to the County's Production Environment.

7. "System Availability Percentage" means the average percentage of total time during which the Production Environment is available to County and is calculated as follows:

$$SystemAvailabilityPercentage = \left(\left(\frac{TotalMinutesInTheMonth - Downtime}{TotalMinutesInTheMonth}\right) * 100\right)$$

8. Data collection terminals will continue to accept swipes during system downtime and swipes will be uploaded when the SaaS System becomes available.

9. If County elects to have any services provided by a third party, WFS shall have no liability for any defect or failure of the SaaS Service caused by such third-party services, and County shall not be entitled to any reduction in fees for the SaaS Service. WFS may deny access to the SaaS Service to any third party which WFS determines in its sole discretion poses a security risk or other risk to WFS systems, data or intellectual property.

10. To ensure WFS can proactively added resources to a County's environment so that performance or availability is not impacted, County shall notify WFS in writing at least sixty (60) days in advance of any period when it reasonably believes the number of Active Employees or peak usage transaction volume to the SaaS Service may increase by more than 20% over the prior thirty (30) day period and at least ninety (90) days in advance if it expects more than a 50% increase. Failure to provide such notification shall release WFS of the Uptime and Support Estimated Resolution Times obligations herein for a period of ninety (90) days from the date such increase occurred.

11. The Uptime Commitment does not apply in the first thirty (30) days of use in a Production Environment, during which time WFS may need to tune the environment for County based on its actual usage patterns.

12. The Uptime Commitment does not apply during a Force Majeure event and shall be reinstated again only after service has been fully restored at the primary facility.

13. Access to archived or backup data, if available, will be quoted to County, provided as a Global Service, and may be made available as a database extract or in a separate environment

Credits if WFS fails to meet the Uptime Commitment

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If County provides written notice to WFS of WFS's failure to satisfy the Uptime Commitment within thirty (30) days of the end of a month, WFS will credit to County 2% of Monthly Subscription Fees for each 1% below SLA, not to exceed 100% of Monthly Subscription Fees.

EXHIBIT B – SUPPORT PLAN DESCRIPTIONS

A. Estimated Service Levels

Support Ticket Type	Initial Response Times
Severity Level 1	1 Hour from Initial Request (24x7)**
Severity Level 2	2 Hours from Initial Request (24x7)**
Severity Level 3	1 Business Day from Initial Request*, **
Support Ticket Type	**Estimated Resolution Times**
	WorkForce Suite
Severity Level 1	4 Hours from Initial Response
Severity Level 2	1 Business Day from Initial Response
Severity Level 3	3 Business Days from Initial Response*

*Excepting requests that require a patch or new functionality.
**Requires County to follow proper procedures for contacting WorkForce of a suspected Sev 1 or Sev 2 issue. County is required to contact the WorkForce Support hotline opposed to submitting the ticket through the WorkForce ticketing system.
**Standard support customers: 85% commitment to achieving response SLA guarantee.
**Premium support customers: 98% commitment to achieving response SLA guarantee.

B. Severity Level Definitions

- **Severity Level 1:** Production application services are down and no workaround is immediately available. All or a substantial portion of the application or critical data is unavailable or at a significant risk of loss or corruption. Business operations have been severely disrupted. Severity 1 support requires the client to have dedicated resources available to work with WFS on the issue on an ongoing basis while the issue is active.
- **Severity Level 2:** Major application functionality is severely impaired and a temporary workaround is available. Application services are impaired however continue to function without an immediate impact to the critical components of the application. Long term issues may occur if not addressed however are not imminent. A major business milestone is at risk.
- **Severity Level 3:** All other issues not categorized as Severity Level 1 or 2. A Severity Level 3 issue is an issue that results in a non-critical loss of application services or functionality. A workaround may or may not be available that allows the user to continue to use the non-critical application functionality. Severity Level 3 does not include new enhancements to any WFS product.

C. General Plan Definitions, Hours and Availability

- Response time is the time from County's call into WFS until a return call is provided. All communication shall be in English.

- WFS support will make analysts available for phone contact Monday through Friday from 8:00 am – 6:00 pm during the business hours observed in County's time zone (where County's headquarters are located), excluding the holidays listed below. For the purposes of this document, those business hours will be described as "Standard Support Call Times."
- WFS and its support staff observe public holidays of England, New South Wales or U.S federal holidays. No live support is offered to County on those days, except for Severity Level 1 and Severity Level 2 issues.
- WFS provides Live Phone Support coverage for critical issues outside of Standard Support Call Times as defined below:

24 x 7 Live Phone Support	
Severity Level 1	Included
Severity Level 2	Included
Severity Level 3	Will be addressed according to the Estimated Resolution Target

- WFS may modify the service levels, fees, and offerings of any Support Plan, but such changes shall not apply to the Support Plan for the current Support term.
- WFS support will address reported "defects" to WFS applications, which result in a loss of previously available functionality and performance.
- New enhancements, including, but not limited to paycode, pay rules, accrual banks, holiday policies, etc. will be routed to WFS's Service Request Department for completion.
- All Global Services will be directly invoiced to County as Billable Technical Support at the applicable hourly rate after services have been rendered.
- All enhancement requests estimated over sixteen (16) hours will require the generation of a Statement of Work defining the project scope and will be assigned a WFS project manager.

- Customers selecting Standard Support are able to elect up to six (6) Support contacts and understands that a minimum of two (2) contacts must be Level 1 Certified at all times on all modules subscribed to. Premium Support Customers are able to elect up to ten (10) Support contacts and understands that a minimum of two (2) contacts must be Level 2 Certified on all modules subscribed to at all times.

  o Standard Support Customers are granted two (2) free registrations to courses required to reach Level 1 Certification on all modules subscribed to and are required to complete the training one hundred eighty (180) days from the Effective Date.

  o Premium Support Customers are granted two (2) free registrations to courses required to reach Level 1 and Level 2 Certification on all modules subscribed to and are required to complete Level 1 Certification training one hundred eighty (180) days from the Effective Date and within sixty (60) days after "go live" for Level 2 Certification.

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- Once the County has utilized it's two (2) free registrations for certifications as described above, any other registrations are billed at market price. For clarity, any renewal terms are not granted additional free registrations.
- Customers without either Standard or Premium Support Plans must pay the market price for Customer Certification courses.
- Certified Contact will be defined as a support contacts that have successfully completed Level 1 Certification required for Standard Support: Time and Attendance Troubleshooting and/or Forecasting and Scheduling Troubleshooting and/or Level 1 & 2 Certification required for Premium Support for all products purchased.
- County's uncertified contacts will have access to WFS support staff to report only Severity Level 1 or 2 incidences.
- A Certified Contact is required to request and approve all alterations of the Service.
- All certifications remain valid for two (2) years and must be renewed within sixty (60) days of the anniversary of the certification Effective Date.
- If any of the named certified contacts are replaced by the County, the newly named contact(s) shall complete the appropriate WorkForce Certification Process within sixty (60) days of being selected.
- Customers electing the Premium support plan will receive a twenty (20) percent discount on WFS's standard rates for all post implementation "Go Live" Services. The foregoing discounts shall not apply to any Managed Services.
- Premium Support Plan Customers will receive a twenty (20) percent discount on VISION registration fees and one (1) Health Check Service per schedule term, as requested, starting upon the schedule effective date.

- Health Check Service is defined as an in-depth analysis of the configuration/environment where WFS consults with the customer, conducts interviews and provides an executive summary of recommendations.

- Premium support plan Customers that subscribed to the WFS Time and Attendance module(s) will be provided access upon Customer request to the WFS Compliance Portal.
    - Additional terms and conditions, which can be accessed via web pages from within the Compliance Portal, shall apply to Customer and remain in full effect throughout the full term of this Schedule.

D. Data Collection Terminals (if applicable)

- "DCT" shall mean the data collection terminal(s) rented or purchased under an applicable Schedule. If the DCT is rented by the County under a Hardware Rental Schedule, the term of the DCT Support Plan shall match the term of the rental. If the DCT is purchased by the County under a Hardware Purchase Schedule, the term of the DCT Support Plan shall be listed in the applicable Schedule, subject to any renewal terms.

- DCT Severity Level Definitions:
  - Severity Level 1: A critical problem that renders one or more key functions of the DCT unusable, no reasonable work around exists, and for which immediate resolution is required to meet processing deadlines.
  - Severity Level 2: Any other critical problem that renders one or more key functions unusable.
  - Severity Level 3: Any other problem with the DCT that is not at the Severity 1 or Severity 2 level.

- Both Support Plans cover the cost of parts, labor, and shipping to County's facility for any covered repairs for manufacturer's defects and manufacturer's workmanship of the DCT. County is responsible for shipping charges to WFS. To make a support claim, County shall first contact WFS and speak to the WFS support department. After diagnosis and upon authorization, County will be provided shipping instructions to return the unit to WFS for repair.

  - Under Standard Support, WFS repairs the DCT, or if in its opinion such repair cannot be made, it will provide a replacement DCT. Repairs are generally completed within 5-10 business days. WFS makes no delivery guarantees for delays caused by international shipping or customs. WFS will return units to the County at no charge via ground shipping. Alternate shipping methods may be selected by the County at an additional charge.
  - Under Premium Support, WFS ships a replacement DCT overnight at no cost to County the same business day (or the next business day for calls after 3 pm Eastern Time). WFS makes no delivery guarantees for delays caused by international shipping or customs. County ships the faulty DCT to WFS concurrently via ground shipping. If the faulty DCT is not received within ten (10) business days, County will be invoiced for the DCT shipped.

- The Support Plans only cover repairs or replacement units of the same type and model. If parts or replacement units are not available, a next generation DCT will be provided.
- County shall be responsible for all set up and maintenance of the DCT's on County site. WFS will not provide installation assistance under either Support Plan.
- Notwithstanding anything to the contrary contained herein, in no event shall any Support Plan for DCT extend or be effective beyond six (6) years from the Effective Date except upon mutual agreement of the parties.
- Normal wear and tear and intentional damage to equipment is excluded and fees for such DCTs will be chargeable to County at WFS's standard charges for parts and labor upon receipt of any such DCT. WFS makes no representations on the availability of parts or replacement units. WFS reserves the right to deliver new DCTs, repaired DCTs, or refurbished DCTs at its option for any covered repair. WFS's obligation shall be subject to our determination that the DCT has not been modified, serviced, or repaired by any other party and that the product was installed and operated within the product specifications for its intended use. Any misuse, negligence, accident, abuse, or alteration of a serial number will void the support obligations. The Support Plan extends solely to the original purchaser of the DCT and all claims must be made by the County.

- THE SUPPORT PLAN EXPRESSLY PROVIDED HEREIN IS THE SOLE WARRANTY AND OBLIGATION OF WFS WITH RESPECT TO THE DCT. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WFS BE LIABLE FOR ANY LOSS OR INJURY TO EARNINGS, PROFITS, OR GOODWILL OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF WFS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WFS'S LIABILITY SHALL IN ANY EVENT BE LIMITED TO THE REPAIR, REPLACEMENT, OR IF NEITHER IS FEASIBLE, A REFUND OF THE RENTAL FOR THE PERIOD THE DCT IS NOT FUNCTIONING OR THE PURCHASE PRICE OF THE DCT AS APPLICABLE.
- The Support Plans provide for full intellectual property indemnification of County for the DCT and the DCT Software while under support, per the indemnification provisions of the Agreement.

EXHIBIT C - DATA PROCESSING AGREEMENT

DATED:

BETWEEN:

Clackamas County a political subdivision of the State of Oregon, having its registered office and principal place of business in Oregon, at 2051 Kaen Rd, Oregon City, OR be referred to as: the "**Data Controller**"),

AND

WorkForce Software, LLC, a limited liability company under the laws of the State of Delaware in the United States, having its registered office in Wilmington, Delaware at 2711 Centerville Road, Suite 400 and principal place of business in Livonia, Michigan at 38705 Seven Mile Road, Suite 300 (hereinafter to be referred to as: the "**Data Processor**" or "**WFS**").

The Data Processor and the applicable Data Controller are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

THE PARTIES HEREBY AGREE AS FOLLOWS:

This Data Processing Agreement forms part of and is hereby incorporated into the Agreement by reference. Any capitalized terms not otherwise defined in this Data Processing Agreement shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

1. **Subject matter of this Data Processing Agreement**

   1.1. This Data Processing Agreement applies to the Processing of Personal Data with respect to the Parties' rights and obligations regarding data processing under the current Agreement by and between WFS and the Data Controller ("**Services**").

   1.2. The term "Data Protection Law" shall mean applicable data protection and privacy legislation, regulations and guidance as amended, adopted, or superseded from time to time.

   1.3. Any capitalized terms not otherwise defined in this Data Processing Agreement shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect. Other terms used in this Data Processing Agreement shall have meanings ascribed to them in GDPR, but shall apply irrespective of whether or not GDPR is applicable. This includes, but is not limited to, "Processing", "Personal Data", "Data Subject", and "Personal Data Breach."

   1.4. Insofar as the Data Processor will be processing Personal Data subject to Data Protection Law on behalf of the Data Controller in the course of the performance of the Agreement with the Data Controller, the terms of this Data Processing Agreement shall apply.

   1.5. In the event of a conflict between any provisions of the Agreement and the provisions of this Data Processing Agreement, the provisions of this Data Processing Agreement shall prevail.

2. The Data Controller and the Data Processor

2.1. The Parties shall at all times comply with their respective obligations under the Data Protection Laws and this Data Processing Agreement in connection with the Processing of Personal Data.

2.2. The Data Controller will determine the scope, purposes, and manner by which the Personal Data may be accessed or Processed by the Data Processor.

2.3. The Data Processor will only Process the Personal Data to the extent that this is required for the provision of the Services or as otherwise needed to perform its obligations under the terms of the Agreement and this Data Processing Agreement, and otherwise in accordance with the documented instructions of the Data Controller. The Data Processor shall not sell or share Personal Data, or otherwise retain, use, or disclose the Personal Data for any purpose other than for the business purposes specified in Agreement, which shall include any documented instructions from the Data Controller. The Data Processor shall immediately notify the Data Controller if, in its opinion, any instruction infringes Data Protection Law, unless legally prohibited from doing so.

2.4. The Data Controller warrants and undertakes that it has all necessary rights and legally required consents to provide the Personal Data to the Data Processor for the Processing to be performed in relation to the Services and otherwise in connection with the Agreement, and the Data Controller further warrants and undertakes that all Personal Data Processed by either Party under or in connection with this Data Processing Agreement has been obtained fairly and lawfully and, in all respects in compliance with Data Protection Law.

2.5. To the extent that the Data Controller is part of a group of companies, it confirms it has the authority to bind all entities in the group of companies to this Data Processing Agreement.

2.6. Where permitted by Data Protection Law, Data Processor may Process Personal Data: (i) for its internal uses to build or improve the quality of its services; (ii) to detect security Incidents; and (iii) to protect against fraudulent or illegal activity.

2.7. Data Processor may: (i) compile aggregated and/or de-identified information in connection with providing the Services, provided that such information cannot reasonably be used to identify Data Controller or any data subject to whom Personal Data relates ("**Aggregated and/or De-Identified Data**"); and (ii) use Aggregated and/or De-Identified Data for its lawful business purposes.

3. Confidentiality

3.1. Without prejudice to any existing contractual arrangements between the Parties, the Data Processor shall treat all Personal Data as confidential, and shall inform all its employees, staff, agents and/or approved sub-processors engaged in processing the Personal Data of the confidential nature of the Personal Data. The Data Processor shall ensure that all such persons or parties have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality.

4. Security

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Data Controller and Data Processor shall implement appropriate

technical and organizational measures designed to ensure a level of security of the Processing of Personal Data appropriate to the risk. These measures shall include, at a minimum, the security measures described in **Appendix A**.

5. **Improvements to security**

5.1.   The Parties acknowledge that security requirements are constantly changing, and that effective security requires frequent evaluation and regular improvements of outdated security measures. The Data Processor will therefore evaluate the measures as implemented in accordance with Article 4 on an on-going basis in order to maintain compliance with the requirements set out in Article 4. The Parties will negotiate in good faith the cost, if any, to implement material changes required by specific updated security requirements set forth in Data Protection Law or by data protection authorities of competent jurisdiction.

5.2.   Where an amendment to this Data Processing Agreement is required following or as part of an update to security measures, as per Section 5.1 above, or in light of changes to Data Protection Law, from time to time, the Parties shall negotiate as needed an amendment to this Data Processing Agreement in good faith.

6. **Audit rights**

6.1.   Upon the Data Controller's reasonable request, the Data Processor shall provide for review, all relevant and necessary material, documentation, and information as required in order to demonstrate the Data Processor's compliance with the Data Protection Law and this Data Processing Agreement.

6.2.   In the event that Data Controller reasonably believes that the information referred to in Article 6.1 indicate any material non-compliance by the Data Processor under the Data Protection Law and/or this Data Processing Agreement, then the Data Controller may give the Data Processor not less than thirty (30) days' prior written notice of its intention to undertake an audit, which may include inspections of the Data Processor's premises, provided that:

6.2.1. if a third party is to conduct the audit, the third party must not be a competitor of the Data Processor, and the third party must execute a written confidentiality agreement acceptable to the Data Processor or otherwise be bound by a statutory or legal confidentiality obligation;

6.2.2. such audit shall be limited to once per calendar year, unless the audit reveals material non-compliance with this Data Processing Agreement;

6.2.3. the audit must be conducted during regular business hours at the applicable facility, in a manner which does not unreasonably interfere with the Data Processor's business activities; and

6.2.4. unless the Data Processor expressly agrees otherwise, the audit shall not exceed three (3) business days in duration.

6.3.   Upon completion of the audit pursuant to Article 6.22, the Data Processor will provide the Data Controller with a copy of the audit report, which is subject to the confidentiality terms of the Agreement. The Data Controller may use the audit reports only for the purposes of meeting the Data Controller's legal obligations pursuant to Data Protection Law and/or confirming compliance with the requirements of this Data Processing Agreement.

6.4.   Each party will bear its own costs in relation to the provision of information or an audit conducted pursuant to this Article.

7.   Reserved.

8.   Personal Data Breach notification and assistance

8.1.   When the Data Processor becomes aware of a Personal Data Breach, it shall promptly notify the Data Controller within 24 hours about the same, and shall reasonably cooperate with the Data Controller in order to enable the Data Controller to take suitable further steps in respect of the Personal Data Breach as required by Data Protection Law.

8.2.   Any notifications made to the Data Controller pursuant to this Article 8 shall be addressed to the employee of the Data Controller whose contact details are provided in the Agreement.

9.   Contracting with Sub-Processors

9.1.   Except as permitted by Article 9.2 of this Data Processing Agreement, the Data Processor shall not subcontract its Processing of the Personal Data without the prior written authorization of the Data Controller.

9.2.   The Data Controller hereby authorizes the Data Processor to: engage the sub-processors listed in https://workforcesoftware.force.com/customers/s/article/Third-parties-sub-processors-who-store-or-process-customer-data, as updated from time to time, to provide the Services. The Data Processor shall inform the Data Controller of any addition or replacement of such sub-processors giving the Data Controller an opportunity to object to such changes. If the Data Controller sends the Data Processor a written objection notice in a timely manner (but in any event within 30 days of being notified), setting forth a reasonable basis for objection, the Parties will make a good-faith effort to resolve Data Controller's objection. In the absence of a resolution, the Data Processor will, subject to Article 9.3 below, make commercially reasonable efforts to provide Data Controller with the same level of service described in the Agreement, without using the proposed sub-processor to process Data Controller's Personal Data. If the Data Processor's efforts are not successful within a reasonable time, each party may terminate the portion of the service which cannot be provided without the sub-processor, and the Data Controller will be entitled to a pro-rated refund of the applicable service fees.

9.3.   The Data Controller understands and acknowledges that the Data Processor has agreed upon certain prices and fees with the Data Controller based on the assumption that it would be able to utilize the sub-processors proposed at https://workforcesoftware.force.com/customers/s/article/Third-parties-sub-processors-who-store-or-process-customer-data, as updated from time to time. In the event Data Controller objects to Data Processor utilizing one or more of those sub-processors in accordance with Article 9.2, Data Processor reserves the right to increase any prices or fees previously agreed upon between the Parties.

9.4.   Notwithstanding any authorisation by the Data Controller within the meaning of the preceding Article, the Data Processor shall remain fully liable vis-à-vis the Data Controller for the performance of any such sub-processor that fails to fulfill its data protection related obligations.

9.5. The Data Processor shall ensure that each sub-processor is bound by data protection obligations substantively equivalent to those imposed on the Data Processor as applicable under this Data Processing Agreement.

10. **Returning or destruction of Personal Data**

10.1. Upon termination of this Data Processing Agreement, upon the Data Controller's written request the Data Processor shall, at the discretion of the Data Controller, either delete, destroy, or return all Personal Data to the Data Controller and destroy or return any existing copies.

11. **Assistance to Data Controller**

11.1. The Data Processor shall provide reasonable assistance to and comply with all reasonable instructions from Data Controller related to requests from individuals for exercising their data subject rights under the Data Protection Laws, as well as with requests, notices and other communications with an Information Commissioner or other relevant supervisory authority or regulator.

11.2. Taking into account the nature of processing and the information available to the Data Processor, the Data Processor shall provide commercially reasonable assistance to the Data Controller in ensuring compliance with its data security related obligations, as well as other Data Controller obligations under Data Protection Law that are relevant to this Data Processing Agreement, including notifications to a supervisory authority, other regulator, or to Data Subjects, the process of undertaking a Data Protection Impact Assessment, and with prior consultations with supervisory authorities.

12. **Duration and termination**

12.1. Unless expressly agreed otherwise, this Data Processing Agreement shall come into effect on the date on which the Agreement becomes effective.

12.2. Termination of this Data Processing Agreement shall not discharge the Data Processor from its confidentiality obligations pursuant to Article 3.

12.3. The Data Processor shall process Personal Data until the date of expiration or termination of the Agreement and whereupon this Data Processing Agreement shall automatically terminate without further action on the part of the Parties.

13. **Liability.**

13.1. Each Party's total aggregate liability to the other arising out of or in connection with any breaches of applicable Data Protection Law and/or this Data Processing Agreement shall be subject to the exclusions and limitations of liability set out in the Agreement.

14. **Miscellaneous**

14.1. This Data Processing Agreement and the Agreement represent the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, writings, communications, emails and/or agreements between the Parties and are intended to be the final expression of their agreement. Each Party acknowledges that, in entering into the Data Processing Agreement and the documents referred to in it, it does not rely on any statement, representation,

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assurance or warranty ("**Representation**") of any person (whether a Party to this Data Processing Agreement or not) other than as expressly set out in the Data Processing Agreement or those documents. Each Party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract. Nothing in this Article shall limit or exclude any liability for fraud or fraudulent misrepresentation.

14.2. All notices and other communications under this Data Processing Agreement shall be addressed to the Parties made by hand, courier, or first class pre-paid mail (either recorded delivery or registered) and will be deemed to have been communicated upon the date of actual delivery, provided that the Parties may agree to serve notices by ordinary first class pre-paid mail, fax and/or email. The addresses for service shall be as first stated in this Data Processing Agreement, or such other address that each Party may notify to the other in writing for such purpose.

14.3. An amendment or change to the terms of this Data Processing Agreement, will be effective when it is documented and agreed in writing by the Parties, and signed by and for and behalf of each of the Parties by their respective authorized signatories.

14.4. No failure or delay by either Party to exercise any right, power or remedy shall operate as a waiver of that right, power or remedy nor shall any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

14.5. This Data Processing Agreement is governed by the law of the jurisdiction as specified in the Agreement, and each party agrees to submit to the exclusive jurisdiction of the courts in that jurisdiction.

15. Notices

Contact information of the Privacy Officer and Data Protection Officer of the Data Controller.

First point of contact - Data Privacy Officer

Kevin Galusha - kgalusha@clackamas.us

Second point of contact - Data Protection Officer

Lynn Gates – lynngat@clackamas.us

Contact information of the Privacy Officer and Data Protection Officer of the Data Processor:

First point of contact - Data Privacy Officer (for all WFS entities worldwide)

Privacy Officer
WorkForce Software, LLC
38705 Seven Mile Road, Suite 300
Livonia, MI 48152
United States of America
+1-877-493-6723
privacy@workforcesoftware.com

Second point of contact - Data Protection Officer (for all WFS entities worldwide)

GRCI Law
Unit 3 Clive Court
Bartholomews Walk
Cambridgeshire Business Park
Ely
Cambridgeshire
CB7 4EA UK
dpoaas@grcilaw.com
+44 (0) 333 800 7000

Appendix A: Technical and Organisational Measures

This Appendix is hereby incorporated by reference into this Data Processing Agreement.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Measures of pseudonymisation and encryption of personal data

The Data Importer shall take steps to employ encryption on personal devices that store or access Personal Data and leverage provided pseudonymisation and encryption capabilities in WorkForce Suite and related software and systems to protect Personal Data.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

The Data Importer shall take steps to secure endpoints used to access Personal Data with unique user IDs, strong passwords, hard drive encryption, anti-virus/anti-malware, automatic operating system updates, and routine software updates. Access to data shall be performed only over encrypted connections.

The Data Importer shall not bypass or interfere with any confidentiality, integrity, availability, and resilience capabilities in WorkForce Suite and related software and systems.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

WorkForce Suite and related software and systems provide availability and access features; the Data Importer shall not bypass such functionality, and will leverage such functionality as appropriate;

Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

The Data Exporter shall periodically assess the effectiveness of technical and organisational measures of the Data Importer. The Data Importer shall periodically assess its compliance with the requirements in this Appendix.

Measures for user identification and authorization

Where appropriate, the Data Importer shall use unique user IDs for Data Importer processing equipment (e.g., PCs, mobile devices) and strong, high entropy passwords. Data Importer shall leverage provided identification and authorization capabilities in WorkForce Suite and related software and systems to the extent applicable to protect Personal Data.

Measures for the protection of data during transmission

The Data Importer shall take steps to ensure that Personal Data is only accessed or transferred over an encrypted connection.

Measures for the protection of data during storage

Data Importer will take steps to ensure all storage devices, hard drives, storage area networks, and mobile devices that are used to process Personal Data have at least AES-256 encryption.

Measures for ensuring physical security of locations at which personal data are processed

Data Importer shall take steps to ensure personal data is only accessed from locations where there is appropriate technical and administrative controls to protect against unauthorized disclosure.

Measures for ensuring events logging

Data Importer shall take steps to enable event logging on all personal devices used to process Personal Data.

Measures for ensuring system configuration, including default configuration

Personal devices (laptops, PCs, mobile devices, etc.) used by Data Importer to process Personal Data shall be run only vendor-supported operating systems that are routinely patched.

Measures for internal IT and IT security governance and management

The Data Importer is solely responsible for security governance and management of systems, software, and processes under its control.

Measures for certification/assurance of processes and products

The Data Importer will provide reasonable evidence of compliance with applicable data protection and privacy legislation, and of compliance with required technical and organisational measures upon request of the Data Exporter.

Measures for ensuring data minimization

The Data Importer, when appropriate, will work with the Data Exporter to determine what data is necessary for its processing to meet customer processing requirements.

Measures for ensuring data quality

The Data Importer, when appropriate, will work with the Data Exporter to determine appropriate data quality measures, which may include data input validation and business rules testing.

Measures for ensuring limited data retention

The Data Importer, when appropriate, will work with the Data Exporter to determine appropriate data retention options.

Measures for ensuring accountability

The Data Importer shall provide its staff responsible for processing Personal Data with unique IDs used to access its devices and applications to ensure accountability through access and change records in logs.

Measures for allowing data portability and ensuring erasure

The Data Importer will advise the Data Exporter on options for data portability (e.g., report options) and take steps to erase any temporary files under its control after the are no longer required.

EXHIBIT D - WORKFORCE DATA RETENTION POLICY

WFS will retain only three (3) years of County Data in the SaaS environment. County will be notified ninety (90) days prior to the data purge operation. WFS will make a good faith attempt to notify the County of the purge at least ninety (90) days prior to the County's fiscal year end (June 30th). If the County does not confirm acceptance of the data purge prior to the end of the ninety (90) days, WFS shall not purge the data and shall instead charge the County data storage fees according to this policy but on a monthly basis, to be invoiced monthly in arrears. County shall be required to give thirty (30) days' written notice prior to terminating the data storage service herein. Options for the County if it desire to retain their historical data are listed below:

1. The County may request from WFS a free annual copy of their data, provided as an Oracle backup. Additional backups can be provided for a fee. WFS can also provide the data in a mutually agreed upon format other than Oracle backup for a fee. The County may download the copy via SFTP.

2. The County may elect to have WFS retain their data online in the SaaS environment for an incremental five percent (5%) per year of their annual SaaS subscription. For example, for years 1 to 3 the cost to the County to store all production data is included in the standard SaaS fees. For each subsequent year the County will pay an incremental five percent (5%) per year for additional data retained. Therefore, a County for whom WFS retains 7 years of data will pay an additional 5% for year 4, 10% for year 5, 15% for year 6, 20% for year 7 over their standard SaaS fee.

EXHIBIT E - WORKFORCE SOFTWARE SAAS SERVICES SCHEDULE

This schedule ("Schedule") is made a part of the WorkForce Software SaaS Agreement dated December 15th, 2022 (the "Agreement") between WorkForce Software, LLC ("WFS") and the "Customer" as defined herein.

Customer:	Clackamas County	Schedule Effective Date:	December 15th, 2022
Address:	2051 Kaen Road Oregon City, OR 97045 United States	Commencement Date:	January 01, 2023
		Service Term:	5 year(s) from Commencement Date

Suite Component	Service/Item Ordered	Description	Quantity	Customer Discounted Unit Price	Extended Amount
WFS SaaS Products					
Time & Absence	WorkForce T&A	WorkForce Time and Attendance - Base Time and Attendance – Timesheets, Basic Schedules, Absences, Calculations, Period Processing.	2,500	$56.00	$140,000.00
Time & Absence	WorkForce ACT	Leave Determination, Active case Management, Policy Compliance, Leave Regulation Update Service (United States and Canada)	2,500	Included	Included
Environment / Setup / Miscellaneous Fees					

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Time & Absence	Environment Setup	Setup of production and additional environments	1	$500,000.00	$500,000.00
Amount Due – First Year					**$640,000.00**
Total Amount Due	**Plus Overage Fees, if any**	**Currency**: USD			**$1,200,000.00**

Payment Terms

WFS SaaS Products: Minimum Amount Due:

Year 1 - $640,000.00:

- January 1, 2023 – March 31, 2023 = $265,000.00 (SaaS Fee for Year 1 + Q1 payment for Environment Set-up fee)
- April 1, 2023 – June 30, 2023 = $125,000.00 (Q2 payment for payment for Environment Set-up fee)
- July 1, 2023 – September 30, 2023 = $125,000.00 (Q3 payment for payment for Environment Set-up fee)
- October 1, 2023 – December 31, 2023 = $125,000.00 (Q4 payment for payment for Environment Set-up fee)

Years 2 to 5 - $140,000.00 Annually

Payments for WFS SaaS Products are due annually in advance, with the first payment invoiced on the Commencement Date.

Payments for Environment / Setup / Miscellaneous Fees are due quarterly in advance in Year 1 only, with the first payment invoiced on the Commencement Date. Fee schedule set out above.

Customer shall be charged Overage Fees for any excess usage over the committed quantities herein, which shall be invoiced monthly in arrears.

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Definitions

PM = Per Month | PEPY = Per Employee Per Year | PIPY = Per Item Per Year | PNUPY = Per Named User Per Year | PMIN = Per Minute
PSEC = Per Second | PSPY = Per Store Per Year

Terms and Conditions

The following Terms and Conditions shall apply to the services and items ordered on this Schedule and are included by reference herein.

1. Usage of the applications and extensions herein shall be measured by Active Employee unless specified otherwise. "Active Employee" or "Employee" means an employee, leased employee, contractor, or sub-contractor, or equipment that has employee records with an active status within the SaaS Service. All employees terminated within the Customer HRIS system shall retain an active status within the SaaS Service for a period of thirty (30) days or as otherwise set forth in the applicable Statement of Work. Such post-termination active status within the SaaS Service shall be for a period sufficient to account for the final, post-termination processing of employee data.
2. "Named User" is an individual authorized by Customer to use the particular application or service regardless of whether the individual is actively using the program or service at any given time.
3. The Report Authoring Seat and associated ability to view reports may only be used if the reports created or viewed contain data generated by the SaaS Service.
4. Although WFS may provide access to Customer to modules other than those subscribed to above, Customer may use only the modules of the SaaS Service specified in this Schedule.
5. One (1) Production Environment, one (1) Test Environment, and one (1) Development Environment shall be provided in addition to any other environments specified in this Schedule.
6. Customer shall be entitled to one (1) Environmental Refresh per year at no additional charge. An Environmental Refresh shall be the duplication of data between any of the aforementioned environments.
7. Customer hereby agrees to use the SaaS Service in compliance with the Acceptable Use Policy located at https://www.workforcesoftware.com/acceptable-use-policy/, as may be modified from time-to-time.
8. Customer Data will be hosted within the following region: United States

All capitalized terms used in this Schedule have the meanings set forth herein or as specified in the Agreement. Except as expressly set

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forth or modified herein, all terms of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Schedule and of the Agreement, the terms of the Agreement shall control.

COVER SHEET

☐ New Agreement/Contract

☐ Amendment/Change/Extension to _____

☐ Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Description:

After recording please return to: _____

☐ County Admin
☐ Procurement

If applicable, complete the following:

Board Agenda Date/Item Number: _____