

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 22-07-12-04

IN THE MATTER OF DELEGATING AUTHORITY
TO THE COUNTY ADMINISTRATOR TO ENTER
INTO AN AGREEMENT WITH SUMTOTAL
SYSTEMS, LLC & OPENSESAME, LLC TO
PROVIDE LEARNING AND DEVELOPMENT
CONTENT THROUGH LANE COUNTY'S
LEARNING MANAGEMENT SYSTEM.

WHEREAS, Lane County Human Resources initiated a competitive process to renew/ select a replacement Learning Management System provider for the County; and

WHEREAS, Lane County conducted a comprehensive and competitive Request for Proposal (RFP) process where SumTotal, Systems L.L.C. was the highest scoring proposal; and

WHEREAS, OpenSesame, LLC is a well-respected and leading course content provider that integrates with SumTotal, Systems L.L.C.; and


WHEREAS, the Board of County Commissioners must approve any contract that exceeds 3 years in term; and

WHEREAS, the Board of County Commissioners must approve any contract that exceeds \$100,000;

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. That the County Administrator be delegated authority to enter into a five year agreement with SumTotal Systems, L.L.C. & OpenSesame L.L.C. and be authorized to execute the contract, in the form attached as Attachment A, on behalf of the County.

ADOPTED this 12th day of July, 2022.



Chair

Lane County Board of Commissioners

ORDER FORM

This Order Form together with any Exhibits attached hereto which are hereby incorporated by reference (the "Order Form") is effective as of 15 July 2022 (the "Effective Date") by and between SumTotal Systems LLC ("SumTotal") and Lane County ("Customer") and by this reference this Order Form incorporates the Subscription Service General Terms and Conditions available at (the "Agreement"). For the avoidance of doubt, pursuant to Section 14.16 of the Agreement, the Agreement may only be modified via a written document executed by both parties.

WHEREAS, Customer desires to use the Service and/or Service Deliverables described in this Order Form; and

WHEREAS, SumTotal is willing to license the Service and/or Service Deliverables described in this Order Form to Customer upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SumTotal and Customer agree as follows:

1. SUBSCRIPTION SERVICE CONFIGURATION**SUBSCRIPTION TERM: START DATE: 15 JULY 2022****END DATE: 14 JULY 2027**

SOFTWARE MODULES	COMMITTED NUMBER OF USERS	LICENSE TYPE
OPEN SESAME PLUS COMPLETE	1,650	NAMED USER
SUMTOTAL LEARN CONNECTOR IMPLEMENTATION (Y1 ONLY): SEE ATTACHED EXHIBIT B	N/A	HOURS
SUMTOTAL CONTENT CONNECTOR - OPEN SESAME	N/A	UNIT

HOSTED ENVIRONMENT TYPE:

INITIAL STORAGE ALLOWANCE (in GB): SumTotal will provide data storage as follows: 500 gigabytes of storage space. All environments provided (typically production and stage) are counted. If Customer exceeds the Storage Allowance, Customer shall (i) pay a one-time overage fee at the rate of \$8 per month for each additional GB used beyond the Storage Allowance during each month of excess storage; or (ii) execute a mutually agreeable Order Form to increase the Storage Allowance at a rate of \$5 per month per additional GB, and no additional overage fee shall apply. The pricing outlined in the two preceding sentences is only valid for the Subscription Term set forth herein.

2. SUBSCRIPTION FEES AND COMMITMENT. Customer's total commitment hereunder is set forth below and is calculated as follows. Applicable state and local taxes are not included in the totals below and will be calculated as of the date of the invoice(s) issued hereunder:

YEAR/TERM	ANNUAL SUBSCRIPTION FEES
Y1	USD 58,773.00
Y2	USD 58,773.00
Y3	USD 58,773.00
Y4	USD 58,773.00
Y5	USD 58,773.00
TOTAL	USD 293,865.00

All fees shall be invoiced annually in advance and are due and payable 100% net 30 days from the date of invoice.

3. ORDER FORM DEFINITIONS. Any term not otherwise defined herein shall have the meaning provided it in the Agreement.

4. ADDITIONAL TERMS.

Notices: Notices shall be sent to the respective addresses of each party as follows:

If to SumTotal:
SumTotal Systems LLC
300 Innovative Way
Suite 201
Nashua, NH 03062
Attn: Contracts Dept Admin
Email: contractcopies@skillsoft.com

If to Customer:
Lane County
125 East 8th Avenue
Eugene, OR 97401

Attn: Ryan McBride



Copy to:
 SumTotal Systems LLC
 300 Innovative Way, Suite 201
 Nashua, NH 03062
 Attn: Contracts Department Administration

Governing Law and Venue. This Agreement and all disputes hereunder, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its conflicts or choice of law provisions. All claims, disputes and/or lawsuits in connection with this Agreement shall be brought in the courts of the State of Delaware, and each party to this Agreement hereby irrevocably submits to the jurisdiction and venue of such courts.

Modification(s) to the Agreement. The following revisions to the Agreement are hereby made pursuant to Section 10.16 of the Agreement:

- a. Section 4.3 of the Agreement is replaced with the following;

Taxes. The Commitment Fee and any other amounts payable to SumTotal hereunder are exclusive of taxes. SumTotal shall be responsible for all taxes payable in connection with its provision of the Service and Service Deliverables to Customer and on its income therefrom. SumTotal shall invoice Customer and Customer shall be responsible for all value-added, sales, service, or similar taxes payable in connection with its receipt and use of the Service and Service Deliverables under this Agreement. In the event that Customer is legally required to withhold income tax from any payments to SumTotal under this Agreement, SumTotal shall provide Customer with a valid tax residency certification as required under any double taxation treaty then in effect to reduce or eliminate the income tax to be withheld from these payments. Customer shall withhold tax at the applicable rate in effect as of the date of payment and shall provide to SumTotal on a timely basis documentation evidencing payment of the tax withheld to the applicable tax authority.

RATIFICATION. The terms and conditions of the Agreement shall govern the use of the Service provided hereunder. Any capitalized term not defined in this Order Form shall be defined as set forth in the Agreement.

The authorized representatives of SumTotal and Customer have executed this Order Form signifying their agreement to its contents.

SUMTOTAL SYSTEMS LLC

LANE COUNTY

 Signature

 Print Name

 Title

 Date

 Signature

 Print Name

 Title

 Date



EXHIBIT A
CUSTOMER INFORMATION

BILL TO	Lane County
CONTACT	Jan Kelley
	541-682-3189
PHONE	
E-MAIL	jan.kelley@lanecountyor.gov
ADDRESS	125 East 8th Avenue
CITY	Eugene
STATE	OR
COUNTRY	US
ZIP CODE	97401

SHIP TO	Lane County
CONTACT	Ryan McBride
PHONE	(541) 682-4011
E-MAIL	ryan.mcbride@lanecountyor.gov
ADDRESS	125 East 8 th Avenue
CITY	Eugene
STATE	OR
COUNTRY	US
ZIP CODE	97401

**EXHIBIT B**

The purpose of the Connector Implementation package is to configure the SumTotal Learn system to integrate with Open Sesame via the SumTotal Connector.

Scope of the Implementation

SumTotal will provide remote consulting which includes the following:

- Configuration Workshop
 - Review Customer business requirements
 - Discuss options for the Connector integration.
 - Document configuration decisions
- Connector Configuration
 - Configure the Connector in the Stage environment, based upon decisions from the workshop
 - Review configurations with Customer
- UAT Support
 - Provide support during Customer testing of the Connector integration in the Stage environment
- Deployment into Production
 - Provide consulting to apply the Connector configurations into the Production environment
 - Support Customer during validation of the Connector configuration in the Production environment
 - Provide support up to 1 week after the Connector is live in Production.