

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



817

FROM: Peter Aldana, Assessor-County Clerk-Recorder
Don Kent, Treasurer-Tax Collector
Paul Angulo, Auditor-Controller

SUBMITTAL DATE:
July 13, 2015

SUBJECT: Approval of Simpler Systems Inc. for proprietary software licenses, maintenance, and professional services for implementation of a property tax reporting system for 2 years, without seeking competitive bids. [Districts: All] [Total Cost: \$240,145]; CREST Fund Balance (100%)

RECOMMENDED MOTION: In accordance with Ordinance 459.4, move that the Board of Supervisors

1. Approve and execute the Professional Services Agreement for a property tax reporting system with Simpler Systems Inc., for two years, renewable annually, without seeking competitive bids, in the amount not to exceed \$240,145; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates as approved by County Counsel.

BACKGROUND:

Summary:

The County of Riverside continues to advance in its commitment to modernize the County's 40-year old (Continued on Page 2)

Peter Aldana Assessor-County Clerk-Recorder	Don Kent Treasurer-Tax Collector	Paul Angulo Auditor-Controller

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 192,145	\$ 48,000	\$ 240,145	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: CREST Fund Balance

Budget Adjustment:	
For Fiscal Year:	15/16

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: Samuel Wong

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Benoit
Nays: None
Absent: Ashley
Date: August 18, 2015
xc: ACR, Treasurer, Auditor, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref | District: All | Agenda Number:

3-11

PURCHASING & FLEET SERVICES: Lisa Brandl, Director
 Departmental Concurrence
 RCIT: Steve Reneker, CIO
 GREGORY P. PRIAMOS, DATE 8/4/15
 FORWARD APPROVED COUNTY COUNSEL

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of Simpler Systems Inc. for proprietary software licenses, maintenance, and professional services for implementation of a property tax reporting system for 2 years, without seeking competitive bids. [Districts: All] [Total Cost: \$240,145]; CREST Fund Balance (100%)

DATE: July 13, 2015

PAGE: 2 of 3

BACKGROUND:

Summary (continued)

property tax administration mainframe system. The Property Tax System is an integrated system for the Assessor-County Clerk-Recorder, Auditor-Controller, and Treasurer-Tax Collector offices. The County of Riverside Enterprise Solutions for Property Taxation (CREST) Project unites the County's three property tax departments in this cooperative venture. The goal is to capitalize on the latest information technology advancements and designs, and implement a new Integrated Property Tax Management System (IPTMS) to meet the business needs and operational needs of the Assessor-County Clerk-Recorder, Auditor-Controller, and Treasurer-Tax Collector offices.

The CREST/ Property Tax System requires enhanced, ease-of-use, on-demand, and on-line reporting capabilities against the new property tax system to ensure timely and accurate information support to three property tax departmental operations. Simpler Systems develops, implements, and supports simpler/tax; a software platform that would allow navigating tax data independently. As CREST transitions from mainframe based reporting technology to Simpler System's platform, the new technology will allow flexibility to users to enter parameters and generate reports tailored to their needs. This capability will eliminate many standalone reports for a specific purpose which reduces development, testing, and maintenance efforts. No other vendor has developed and deployed a property tax reporting platform that interfaces with the new property tax system developed by Thomson Reuters for California property tax operations. Simpler Systems has successfully deployed their reporting solution in Santa Cruz and Santa Barbara Counties interfacing with Thomson Reuters' property tax system.

Impact on Citizens and Businesses

The new Property Tax System will replace the County's current 40 years old legacy mainframe system and will optimize the County's revenue generation efficiency and help protect the County's fiscal stability. The benefits of removing manual processes, minimizing costly errors and eliminating inefficiencies by automating operations will provide savings to the County over future decades. The new system will enable the County to more effectively implement and enforce its legal mandates for property tax administration. More importantly, the new system will allow the departments to service the public more efficient and effectively.

SUPPLEMENTAL: Additional Fiscal Information

First year costs for this project are \$192,145. The second year maintenance cost of \$48,000 per year will be billed monthly @ \$4,000 x 12 months.

There are three components to the pricing.

1. License – A one-time enterprise licensing fee for unlimited users in production environment.
2. Professional Services – The Professional Services pricing is based on time and materials and will be invoiced monthly for actual hours worked as needed by CREST, estimated for 317 hours at \$185 per hour, blended rate, plus eligible expenses, as approved by client.
3. Maintenance – A monthly charge that includes simpler/tax technical support and version upgrades

Initial project costs are shown as below:

<u>Description</u>	<u>Cost</u>
- License (\$120,000 - \$25,000 previously paid on Development License)	\$95,000
- Licensing Discount – 10%	-(\$9,500)
- Professional Services (actual expenses billed monthly)	\$58,645
- Maintenance (Monthly) \$4,000 x 12 Months =	\$48,000
Total Amount =	\$192,145

There is no impact to the General Fund for this project.

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DATE: July 13, 2015

PAGE: 3 of 3

Contract History and Price Reasonableness

The Auditor-Controller's Office received Board approval (Agenda Item 3.4, dated 03/01/05) for the sole source purchase of GovReports, developed by Simpler Systems to augment the official County reports provided by the OASIS PeopleSoft System. The CREST would like to pursue an extension of this solution by adding property tax reporting via simpler/tax software.

In January 2015, Simpler Systems set up a development environment of selected simpler/tax report templates using County of Riverside property tax data. The CREST development environment compared the CREST inventory of reports to the available simpler/tax report templates deployed in the Counties of Santa Barbara and Santa Cruz. Riverside County will benefit from the deployed report templates from the two California counties as the developed report templates will satisfy many of the reporting needs for Riverside County's implementation of Thomson Reuters' property tax system. This will be a tremendous saving on staffing cost and development time by utilizing Simpler Systems existing capabilities. In addition, the solution offers ease of extending the report templates for additional reports as needed.

The CREST's research indicated that Simpler Systems' proposal to the County is competitively priced in comparison to the services that the firm has provided to other California counties. The Project Manager successfully negotiated a licensing discount of 10%. A savings of \$9,500 to the County.

REVIEW/APPROVAL:

- Purchasing and County Counsel approved the Professional Services Agreement
- TSOC approved the project at their committee meeting on 05/04/2015 (Approval #: PR2015-02683)



PETER ALDANA
Assessor-County Clerk-Recorder

COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER
P.O. BOX 751
RIVERSIDE CA 92502-0751
(951) 486-7450

DAVID MONTGOMERY
ASSISTANT
Valuation Division
TAUNA MALLIS
ASSISTANT
County Clerk-Recorder Division
BOBBI SCHUTTE
ASSISTANT
Administration

Date: 07/13/2015

From: Peter Aldana Department/Agency: ACR/CREST
Kan Wang (James Moore)

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for proprietary software licenses, services and implementation for a property tax reporting system (CREST Production Environment).

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. Supply/Service being requested: County of Riverside Enterprise Property Tax (CREST) desires to purchase Software, Maintenance and Support necessary for the expansion of the financial reporting and data services necessary to support the migration of Aumentum Property Tax Application.

2. Supplier being requested: Simpler Systems, Inc.

3. Alternative suppliers that can or might be able to provide supply/service: No other vendor has developed and deployed any property tax reporting platform that offers the enhanced, ease of use, on demand, and online reporting capabilities that interfaces with the Aumentum product for California.

4. Extent of market search conducted: Thomson Reuters' Aumentum solution is a new and unique product. Aumentum has currently been deployed in Santa Cruz and Santa Barbara Counties. Both California counties have utilized Simpler System for their property tax operation reporting needs against the California version of the Aumentum property tax system. Aumentum is the only solution in the market with experience and production deployment.

The Auditor-Controller's Office received Board approval for the sole source purchase of GovReports, developed by Simpler Systems to augment the official County reports provided by the Oasis PeopleSoft System. Currently ACO uses this solution for OASIS financial reporting. The CREST would like to pursue an extension of this solution (Property Tax Reporting) to help satisfy reporting requirements for the new Aumentum Property Tax System.



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PETER ALDANA

Assessor-County Clerk-Recorder

The Riverside County Technology Standards & Oversight Committee reviewed and recommended the approval of this proposed information technology acquisition on May 6, 2015 (Approval #PR2015-02683).

5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: In January 2015, Simpler Systems set up a development environment of selected simpler/tax templates using County of Riverside Aumentum data. The CREST development environment compared the CREST inventory of reports to the available simpler/tax templates deployed in Santa Barbara County. CREST will identify the gaps between what is available and what CREST needs to build; set up production environment against Aumentum data; prepare for user acceptance testing; and take advantage of the successful Simpler System solution implementations against Aumentum at the Counties of Santa Barbara and Santa Cruz.

6. Reasons why my department requires these unique features and what benefit will accrue to the county: The CREST requires enhanced, ease-of-use, on-demand, and on-line reporting capabilities against the new property tax system to ensure timely and accurate information support to three property tax departmental operations. Simpler Systems develops, implements, and supports simpler/tax; a software platform that would allow navigating tax data independently. Simpler/tax builds datapps - templates that define a pool of data which users interact with or navigate. The user interface is simple, well-designed, and intuitive. Each datapp can produce numerous reports which CREST can run on their own. The result is transparent data, with broader, deeper, and faster access to it. This is true for both the professionals managing the Aumentum implementation as well as for the users in post go-live operational environments. As CREST transitions from mainframe based reporting technology to Simpler System's platform, the new technology will allow flexibility to users to enter parameters and generate reports tailored to their needs ad hoc. This capability will eliminate many standalone reports for a specific purpose which reduces development, testing, and maintenance efforts. No other vendor has developed and deployed a property tax reporting platform that interfaces with the Aumentum product for California property tax operations. Simpler Systems has successfully deployed their reporting solution in Santa Cruz and Santa Barbara Counties interfacing with Aumentum system.

7. Price Reasonableness: The current deployed reports to the two California counties will be useful to us and are portable to satisfy many of the reporting needs for Riverside County. This will be a substantial savings on staffing cost and development time by utilizing Simpler Systems existing capabilities. In addition, the solution offers ease of extending the report templates for additional reports as needed. There are three components to the pricing of this Simpler engagement:

1. License – A one-time enterprise licensing fee for unlimited users in production environment.
2. Professional Services – The Professional Services pricing is based on time and materials and will be invoiced monthly for actual hours worked, estimated for 317 hours at \$185 per hour, blended rate, plus eligible expenses, as approved by client.
3. Maintenance – A monthly charge that includes simpler/tax technical support and version upgrades.



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First year costs for this project are \$192,145. The second year maintenance cost of \$48,000 per year will be billed monthly @ \$4,000 x 12 months.

<u>Description</u>	<u>Cost</u>
- License (\$120,000 - \$25,000 previously paid on Development License)	\$95,000
- Licensing Discount – 10%	-\$ (9,500)
- Professional Services (actual expenses billed monthly)	\$58,645
- <u>Maintenance (Monthly) \$4,000 x 12 Months =</u>	<u>\$48,000</u>
Total Amount =	\$192,145

The implementation cost for Riverside County is less than the counties of Santa Barbara and Santa Cruz. The CREST's research indicated that Simpler Systems's proposal to the County is competitively priced in comparison to the services that the firm has provided to other California counties. The Project Manager negotiated a licensing discount of 10%. A savings of \$9,500 to the County.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements? Yes. The unique nature of this product will allow the CREST to continue the license and hosting services as an extension to existing ACO OASIS PeopleSoft reporting deployment after the go-live date to provide the level of reporting capability that is necessary to assist management with its reporting needs. There is also an annual maintenance fee of \$4,000 per month for the user licenses, technical support, upgrades and enhancements.

9. Period of Performance: One year contract from 07/01/2015 – 06/30/2016, with the option to renew by written amendment the maintenance agreement for one additional year.

(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)

ACR is requesting approval for up to 1 additional year on this sole source as long as the renewal cost does not exceed the Consumer Price Index.

Peter Aldana

7/13/15

Department Head Signature or Designee

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 192,145.00

One time

Annual Amount through 6/30/2017

Lisa Brand

8/4/15

16-055

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

To be completed for all departmental purchases of IT systems, services or renewals

PR2015-02683
Tracking Number for Internal Use Only

4/30

REQUESTED PURCHASE:	Simpler Systems - <i>simpler/tax</i> Licensing, Professional Services and Maintenance		
DEPARTMENT/AGENCY:	CREST: ASSESSOR-COUNTY CLERK-RECORDER /TREASURER-TAX COLLECTOR/AUDITOR-CONTROLLER		
CONTACT NAME/PHONE:	KAN WANG (951) 955-0350 / JAMES MOORE (951) 486-7485		
PURCHASE REQUEST:	<input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES	<input type="checkbox"/> UPGRADE	<input type="checkbox"/> REPLACEMENT
PURCHASE TYPE:	<input checked="" type="checkbox"/> PROFESSIONAL SERVICES	<input checked="" type="checkbox"/> SOFTWARE	<input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL
DESCRIBE REQUESTED PURCHASE	The County of Riverside Enterprise Property Tax (CREST) requires a Property tax reporting system to help satisfy the reporting requirements for the new Aumentum Property Tax System. The CREST project is requesting the approval to extend the existing deployment of Simpler System's financial reporting software, and purchase the Simpler's Tax software to provide data services to users of County's Aumentum property tax application. In addition to licensing, Simpler will provide Professional Services and Maintenance to support the deployment of the reporting system into production.		
BUSINESS NEEDS ADDRESSED	The CREST project requires enhanced, ease-of-use, on-demand, and on-line reporting capabilities against the new property tax system to ensure timely and accurate information to support three property tax departmental operations. Simpler Systems develops, implements, and supports <i>simpler/tax</i> ; a software platform that would allow navigating tax data independently. No other vendor has developed and deployed a property tax reporting platform that interfaces with the Aumentum product for California. Simpler Systems has successfully deployed their reporting solution in Santa Cruz and Santa Barbara Counties interfacing with Aumentum system.		
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> UNKNOWN
SOLE SOURCE (15-357) APPROVED BY COUNTY PURCHASING – 12/31/2014			
BUSINESS CRITICALITY	BUSINESS IMPACT (SELECT ALL THAT APPLY)		
<input checked="" type="checkbox"/> Run the business	<input checked="" type="checkbox"/> Support current operations		
<input type="checkbox"/> Grow the business	<input checked="" type="checkbox"/> Reduce Expenses		
<input type="checkbox"/> Transform the business	<input checked="" type="checkbox"/> Improve Customer Service		
	<input checked="" type="checkbox"/> Improve Operational Efficiencies		
BUSINESS RISKS	<p>Financial: There are three components to the pricing of this Simpler engagement:</p> <ol style="list-style-type: none"> License – A one-time enterprise licensing fee for unlimited users. Professional Services – The Professional Services pricing is based on time and materials and will be invoiced monthly for actual hours worked, estimated for 317 hours at \$185 per hour, blended rate, plus eligible expenses, as approved by client. Maintenance – A monthly charge that includes web user licenses, <i>simpler/tax</i> technical support, version upgrades <p>Operational: The CREST project requires enhanced, ease-of-use, on-demand, and on-line reporting capabilities against the new property tax system to ensure timely and accurate information support to three property tax departmental operations. Simpler Systems develops, implements, and supports <i>simpler/tax</i>; a software platform that would allow navigating tax data independently.</p>		
N/A			
ALTERNATIVE SOLUTIONS	N/A		



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

Tracking Number for Internal Use Only

To be completed for all departmental purchases of IT systems, services or renewals

TRANSACTION	<input checked="" type="checkbox"/> Cash Purchase	<input type="checkbox"/> Lease Purchase	Lease Years: _____
PURCHASE COSTS		COST BENEFIT ANALYSIS	
Hardware:		ALTERNATIVE STATUS QUO	ALTERNATIVE
Software:			
Labor: \$			
TOTAL COST: \$192,145.00*			
		Current Annual Cost	
		Ongoing Annual Cost	
		Annual Cost Savings	
		Net Annual Savings	
		Project Implementation Cost	
		Project Payback Period? yrs	
		<ul style="list-style-type: none"> License \$95,000 Licensing Discount - 10% (\$9,500) Professional Services \$58,645 	
		TOTAL = \$144,145	
		<ul style="list-style-type: none"> Maintenance (Monthly) \$4,000 x 12 Months = \$48,000 	
		TOTAL AMOUNT = \$192,145	
Department Head Signature: <i>Don Montgomery</i>		Date: <i>4-29-15</i>	

RCIT RECOMMENDATION - for purchases and renewals under \$100,000

Recommended: Yes No (Non-recommended requests submit to TSOC)

By: *Tom Hargrave* Date: *5/4/15*

Chief Information Officer Signature: *Steve Reed* Date: *5/5/15*

RCIT explanation for non-recommended requests:

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals

Recommended: Yes No (In no, provide explanation below)

TSOC Chair Signature: *Steve Reed* Date: *5/4/15*

TSOC explanation for denied requests:

Should explore Microsoft Reporting Services for low cost, easy to use reporting services that are quickly becoming industry standard.

PROFESSIONAL SERVICE AGREEMENT

for

IMPLEMENTATION OF A PROPERTY TAX REPORTING SYSTEM

between

COUNTY OF RIVERSIDE

and

SIMPLER SYSTEMS, INC.



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This Agreement, made and entered into this ____ day of August, 2015, by and between Simpler Systems, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of 4 pages at the prices stated in Exhibit B, Payment Provisions, consisting of 1 page, and Attachment I, General Inquiry Datapps to the Agreement, consisting of 1 page.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2016, with the option to renew by written amendment the maintenance agreement for one additional year, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed One Hundred Ninety Two Thousand One Hundred Forty-Five (\$192,145) including all expenses through June 30, 2016 and \$48,000 for maintenance renewal through June 30, 2017, for a total contract amount of Two Hundred Forty Thousand One Hundred Forty-Five (\$240,145). The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless

otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Assessor-County Clerk-Recorder

P.O. Box 751

Riverside, CA 92502-0751

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number ASARC-54615-001-07/16; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.
- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any

reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the COUNTY stating the intent and effective date of termination. CONTRACTOR will return funds to COUNTY on a pro-rata basis, if applicable.

5.3 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.4 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 CONTRACTOR is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.8 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement

benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. **Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. **Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. **Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside
 Assessor-County Clerk-Recorder
 PO Box 751
 Riverside, CA 92502

County of Riverside
 Purchasing and Fleet Services
 2980 Washington Street
 Riverside, CA 92504

CONTRACTOR

Simpler Systems, Inc.
 Attn: Barry Taugher
 627 Island View Drive
 Santa Barbara, CA 93109

Simpler Systems, Inc.
 Attn: Keri Collins
 627 Island View Drive
 Santa Barbara, CA 93109

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.


COUNTY:

Board of Supervisors
4080 Lemon Street, 4th Floor
Riverside, CA 92501

CONTRACTOR:

Simpler Systems, Inc.
627 Island View Drive
Santa Barbara, CA 93109
(805) 882-1848

Signature: Marion Ashley

Signature: 

Print Name: MARION ASHLEY

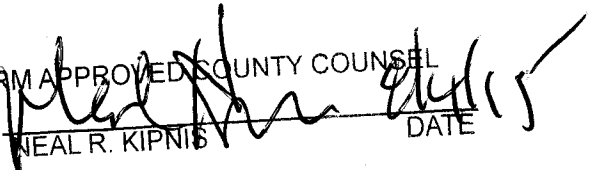
Print Name: Barry Taugher

Title: Chairman, Board of Supervisors

Title: Principal

Dated: AUG 18 2015

Dated: 7/28/2015

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE

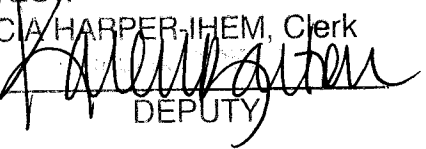
ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

EXHIBIT A SCOPE OF SERVICE

1.0 PROJECT TITLE

CREST simpler/tax Licensing & Professional Services. The County currently wishes to extend the simpler/gov product with simpler/tax – an additional module that will provide the ability to access and navigate the data in the Aumentum software, including data converted from the current property tax application and potentially provide access to data from legacy and peripheral applications. After successfully providing a mentor-based “train-the-trainer” on datapp development tools and processes, the County would now like to purchase licensing and maintenance for all County staff that need access to the property tax data and professional services to augment development of datapps and implementation activities.

2.0 CONTRACTOR’S SIMPLER/TAX

CONTRACTOR shall develop, implement, and support simpler/tax, a software platform that enables the COUNTY to navigate tax data independently. CONTRACTOR shall build a simpler/tax datapps - templates that define a pool of data which users interact with, or navigate. Navigate means filtering, sorting, aggregating, and grouping. CONTRACTOR shall guarantee that the data disposition of the simpler/tax increases data IQ by enabling the COUNTY to pull the data when needed. Each datapp can produce hundreds, maybe thousands of “reports” which anyone can run on their own, using one or a combination of three user interfaces (UI). The first is a menu – similar to standard reports of old. The second is data-as-the-UI, or a datasheet view. Data is displayed on screen in rows and columns; clicking on a cell filters by the value in the cell; clicking on a column head sorts by that column, etc. Users can see the data, do something with it, and see the results immediately. The third UI is a query box, where users can type in a single value and look at the results. Or pick and choose values with assists to form extremely complex logical queries without having to learn complicated software. All that is needed is an understanding of the data. The result is transparent data, with broader, deeper, and faster access to it.

3.0 PROJECT OBJECTIVES

3.1 In January 2015, CONTRACTOR set up a development environment of selected simpler/tax templates using County of Riverside Aumentum data. The purpose was to:

- a) Compare and contrast the CREST inventory of reports to the available simpler/tax templates
- b) Identify the gaps between what is available and what CREST needs to build
- c) Prepare for user acceptance testing through the use of process inquiry
- d) Take advantage of the successful Aumentum implementations at the Counties of Santa Barbara and Riverside.

4.0 SCOPE

The scope of the project is for an enterprise application license for the simpler/tax General Inquiry datapps package, the extended datapps developed for the County of Santa Barbara, and professional services. For a listing of the General Inquiry datapps, please refer to Attachment 1 – General Inquiry Datapps.

order, CONTRACTOR will assign resources and proceed with the work requested. The actual hours worked will be invoiced as per the Payment Terms of this proposal.

8.0 MAINTENANCE

County acknowledges that Simpler/tax upgrades, enhancements and bug fixes may be required periodically and that the need for such enhancements or fixes is not indicative of defects in the software or services provided. Any version upgrades, or enhancements or bug fixes incorporated into Simpler/tax will be provided at no additional charge to the County. CONTRACTOR reserves the right to modify or replace the hosted Simpler/tax at any time with a newer version of Simpler/tax in order to incorporate any or all upgrades, enhancements and bug fixes. CONTRACTOR is not obligated to provide or incorporate into Simpler/tax upgrades, enhancements or bug fixes unless failure to do so infringe upon the execution of CONTRACTOR's other material obligations within this Agreement.

9.0 INCIDENT PROCESS

The incident process is initiated by contacting CONTRACTOR and reporting an issue. There are three (3) methods available to contact User Support.

- a. Feedback icon – From within the application, any user can click on the Feedback icon on the Task Bar. This method supports asking questions, requesting an enhancement, or reporting a bug. See Feedback Process for additional information.
- b. Email – Requests for support can be sent via email to CONTRACTOR resources assigned to the County, or utilize the company email address for user support, support@simpilersystems.com.
- c. Telephone – Users may call CONTRACTOR resources assigned to the County directly, or if representatives are unavailable and immediate response is required, call the main line 905.882.1848 during support hours.

10.0 FEEDBACK PROCESS

Simpler/gov has integrated a method for capturing feedback and issues directly into the application. In the Task Bar on the left of the window, the icon with the red and blue dialog balloons will allow you to submit feedback, ask questions, or report a bug. Click on the icon from the Data or Search UI that you would like to submit feedback on. A form will open that will ask you to enter some basic information. The URL or address of the page will automatically be entered into the form. The form is completed by the user. Once submitted, an email notification will be sent to the CONTRACTOR Help Desk. The issue is saved to a log that will track the progress and final resolution of the issue or question. All users are able to view log items at any time. A link to the feedback details will show comments and final resolution.

Feedback Log

- Feedback Category Enhancement Bug Fix Question Other
- Quick Description
- Url (Example)
- Priority Low Medium High
- Requested By
- Email
- Comments

11.0 HOSTING

The County will host the application and databases. For the term of this Agreement CONTRACTOR will have continuous access to the servers hosting the application and databases via VPN. For the term of this Agreement CONTRACTOR will have continuous access to the servers hosting the application and databases via Internet connectivity to compatible Web browsers.

11.1 The County is solely responsible for maintaining all software products running on servers utilized by the CONTRACTOR application and databases. This includes, but is not limited to, operating system software; upgrade patches, anti-virus and security software, and connectivity software to other servers. The County is responsible for regular monitoring for version upgrades and patches, and will test and install upgraded software to CONTRACTOR application and database servers in a timely manner.

12.0 INTELLECTUAL PROPERTY

This is an agreement to provide Licensing in accordance with section 6.1 – License Term, and in no way establishes an obligation upon CONTRACTOR to sell simpler/tax or any modifications to the application to the County or to make simpler/tax available to the County beyond the term of the Agreement.

12.1 The application is the property of CONTRACTOR and Simpler retains all intellectual property rights to simpler/tax, or any modifications thereof, or enhancements created as part of customization services performed on behalf of the County.

12.2 Recognizing that the templates and datapps developed by or for the client cannot be utilized without a licensed version of the software, the County may choose to share these templates with other Counties or agencies.

13.0 PRODUCT WARRANTY

County's written acceptance of simpler/tax pursuant to this Agreement constitutes an unqualified acceptance of simpler/tax as is. Any defects identified in the product will be addressed through standard Maintenance as per Section 8.

13.1 Without limiting the generalities of any exclusion set forth in this Agreement, County will be exclusively responsible as between the parties for and CONTRACTOR expressly makes no warranty or representation with respect to:

- a) Determining that simpler/tax will achieve the results (such as organizational efficiencies) desired by County;
- b) Ensuring the accuracy of any input data used with Simpler/tax;
- c) Establishing adequate backup provisions for backing up County's data.

**EXHIBIT B
PAYMENT PROVISIONS**

There are three components to the pricing of this CONTRACTOR engagement:

1. License – A one-time enterprise licensing fee for unlimited users.
2. Professional Services – The Professional Services pricing is based on time and materials and will be invoiced monthly for actual hours worked, for up to 317 hours at \$185 per hour, blended rate, plus eligible expenses, as approved by client.
3. Maintenance – A monthly charge that includes web user licenses, simpler/tax technical support, version upgrades, and minor enhancements.

Description	Amount
License (\$120,000 – \$25,000 paid on Development License)	95,000
Licensing Discount – 10%	(9,500)
Professional Services (actual expenses billed monthly)	58,645
Maintenance (\$4,000 monthly)	48,000
Total Amount	\$ 192,145

Licensing and Professional Services fees for the initial project will not exceed \$144,145; and the annual maintenance fee is \$48,000 per year, for a total of \$192,145 the first year. The second year includes maintenance cost of \$48,000 per year (billed monthly @ \$4,000 x 12 months).

Payment Terms

CONTRACTOR will invoice County periodically but no more frequently than monthly. Professional services will primarily be conducted remotely and will be billed on a time and materials basis. All travel expenses will be incorporated within the Professional Services total. The County shall have the right to review all supporting documentation regarding reimbursement of travel expenses. Contractor will not exceed the established rates in the County’s Reimbursement for General Travel and Other Actual and Necessary Expenses, Policy D-1, dated February 26, 2013. In the event Contractor anticipates that it will exceed the Professional Services total, Contractor will first notify the County and the parties will mutually agree on how to adjust the Professional Services amount (e.g., cutting back on resources/expenses, etc.). Contractor may not exceed the estimated Professional Services amount without first reaching a mutual agreement with the County on a revised dollar amount.

CONTRACTOR will provide monthly invoices for actual hours worked to deliver the services estimated for 317 hours at \$185 per hour, not to exceed the Professional Services total of \$58,645.

ATTACHMENT 1 – GENERAL INQUIRY DATAPPS

RECORDS MENU GROUP

Properties

This datapp contains a list of all properties. The data displayed includes the TAG, PIN, Situs Address, Class, and Roll Type. Each record contains a link to a detail page and information about the property owner.

Properties by Owner

This datapp contains a list of owners and the related properties. The data displayed includes the PIN, AIN, Owner Name, Situs Address, Class, Roll Type, and TAG Title. Each record contains a link to a detail page with additional information about the owner and the related properties.

Properties by Type

This datapp uses the properties dataset. Accept the defaults on the search page and you will view the data aggregated by Roll Type and Class, and sorted on the Class column, as of the current date.

State Utility Companies

This dataset lists all Owners in which the Roll Type is equal to either “State Assessed Real” or “State Assessed Personal.” Each record contains a link to the Assessment History.

ASSESSMENTS MENU GROUP

Quick Search: Assessments

This link provides a way to quickly search for the Assessment History for a specific PIN or set of PINs.

Assessed Values Inquiry

This dataset lists each assessment for given property. Data includes the Tax Type, Roll Caste, Assessment Type, and assessed amounts. Each record contains a link to the Assessment Detail and the Tax Detail pages for the specific PIN, Tax Bill, and Tax Year.

BILLS MENU GROUP

Quick Search: Bill Charges

This link provides a way to quickly search for the Bill Charges for a specific PIN or Bill Number. Data includes Charge Code, TAG, Fund Title, Install Number, Tax Rate, and Fund Tax Due. Each record contains a link to View Payments.

Tax Bills Inquiry

This datapp lists all Tax Bills. Data includes fields related to the PIN, TAG, Bill, Roll, and amounts. Each record contains a link to the Tax Bill Detail, Fund Detail, and Receipt Info pages.

Tax Bills by Type

This datapp uses the Tax Bills dataset and uses the following Group and Aggregate settings. Accepting the default criteria will sort the data by Tax Type and filter for the current Tax Year.

RATES & SPECIAL ASSESSMENTS MENU GROUP

Tax Rates by TAG and Fund

This dataset shows the Tax Rates by Fund and grouped by TAG Title for any given Tax Year.