

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



ITEM: 3.23  
(ID # 19300)

**MEETING DATE:**

Tuesday, June 21, 2022

**FROM :** RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND AUDITOR  
CONTROLLER :

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY AND AUDITOR  
CONTROLLER: Approve and Execute the Simpler Financials software license and support services agreement with Simpler Systems, Inc., to provide Simpler Financials software license and support services without seeking competitive bids effective July 1, 2022, through June 30, 2023, with the option to renew for five additional annual renewals, for the total aggregate amount of \$385,200; All Districts. [Total Cost \$385,200, additional compensation not to exceed \$40,000 - RCIT Budget – 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Simpler Financials software license and support agreement with Simpler Systems, Inc., to provide Simpler Financials software license and support services without seeking competitive bids effective July 1, 2022, through June 30, 2023, with the option to renew for five additional annual renewals, for the total aggregate amount of \$385,200, and authorize the Chairperson of the Board to sign three (3) copies of the same;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel, a) to sign amendments to exercise the renewal options, and b) to increase the compensation not to exceed \$40,000 through the term of the Agreement; and
3. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Information Technology Department for distribution.

**ACTION:Policy**

  
Jim Smith, Chief Information Officer 6/3/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 21, 2022  
xc: RCIT, Auditor

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 64,200	\$ 385,200	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> RCIT Budget – 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23 – 27/28	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The request before the Board is for the renewal of Simpler Financials software license and support services with Simpler Systems. The Simpler Financials solution provides County departments with enhanced on-demand financial reporting that augments reporting from the County’s PeopleSoft Financial system. By using Simpler Financials, departments can automate reporting, conduct data research, and create ad hoc reports to make timely and informed business decisions.

The County has utilized Simpler Financials (previously known as GovReports) for 17 years for immediate access to data from the County’s PeopleSoft Financials system. It has a user-friendly interface and is used by many departments on a daily basis to easily view aggregated financial data, identify trends, and share data insights among various stakeholders. Examples of the use of Simper Financials includes, but are not limited to, generating reports for revenue and expenses, balance sheets, transactions by vendor, transactions by revenue or expense account, transactions by purchase order, and can produce year-over-year comparison reports. All reports can be exported to Excel or PDF for staff to be able to analyze data and produce customizable financial reports to meet departments specific business needs. The Simpler Systems Financial application is a custom designed solution that works directly with the County’s PeopleSoft Financials software to generate reports that meet the County’s financial reporting requirements. A new custom solution will require extensive time and cost to develop and program to meet the County’s needs.

This agreement is in alignment with RCIT’s continuing efforts to optimize information technology by focusing on reducing duplicate costs and staff time while increasing security and efficiencies. Approval of this agreement will enable the County to continue to use the Simpler Financials solution with access to technical support and the latest product releases necessary for application security, availability, and improve productivity by providing staff new functionality and tools.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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**Impact on Residents and Businesses:**

There is no negative impact on residents or businesses within the County of Riverside.

**Additional Fiscal Information:**

Licensing and maintenance costs for the Simpler Financials is billed monthly and includes user licenses, technical support, and minor enhancements. The agreement can be renewed annually for five (5) additional 12-month terms, at the option of the County. Additional compensation not to exceed \$40,000 is for the future purchase of additional licenses for departments to add users.

<b>Annual Cost for Software License &amp; Maintenance</b>	<b>Amount</b>
FY22/23	\$64,200
FY23/24	\$64,200
FY24/25	\$64,200
FY25/26	\$64,200
FY26/27	\$64,200
FY27/28	\$64,200
<b>Total Cost</b>	<b>\$385,200</b>
Additional compensation (not to exceed)	\$40,000

**Contract History and Price Reasonableness:**

On March 1, 2005 (Agenda No. 3.4), the Board of Supervisors approved the sole source purchase of GovReports, currently known as Simpler Financials (Simpler Systems, Inc.). On January 11, 2011 (Agenda No. 3.57), the Board of Supervisors approved Amendment No. 2 to extend the agreement for five (5) years. On September 13, 2016 (Agenda No. 3.32), the Board of Supervisors approved the agreement with Simpler System, Inc., for the county to continue using Simpler Reporting License. The County would like to continue the agreement with Simpler as pricing has not increased since the inception of the system in 2005.

**ATTACHMENTS:**

- A. Simpler Financials License Agreement
- B. Sole Source Justification 158243831

  
Heydee Koury, Sr Accountant - Auditor

6/13/2022

  
Suzanne Hopkins, Assistant Director of Purchasing and Fleet Service

6/6/2022

  
Venus Brambila, Deputy Director - Administration

6/16/2022

  
Cynthia M. Guarez, Chief Deputy County Counsel

6/9/2022

SIMPLER SYSTEMS, INC., AND THE COUNTY OF RIVERSIDE  
**FOR SOFTWARE LICENSE**

This Simpler Financials License Agreement is between the County of Riverside, a political subdivision of the State of California (**County**), located at 3450 14<sup>th</sup> Street, Riverside, CA 92501 and Simpler Systems, Inc., a California corporation (**Simpler**). (Any reference to either party or to the parties is intended to include the heirs, successors, assigns, agents, officers, directors, shareholders, and employees of the party or parties.)

**RECITALS**

**Simpler** owns and markets license to use financial reporting software called **simpler/financials** and has expertise in integrating Simpler/financials with existing financial applications in use in government agencies. **County** has used Simpler/financials services since 2005 and desires to continue for the next fiscal year.

**County** and **Simpler**, intending to be legally bound, agree as follows:

**1. SERVICES**

- 1.1. Simpler/financials License to be Provided.** **Simpler** agrees to provide to **County** Simpler/financials license (License) more specifically described below.
- 1.2. Best Efforts.** **Simpler** agrees to perform all services in a professional manner and in accordance with ordinary business standards and customs.
- 1.3. Property Rights and License.** **Simpler** retains all rights to any information, work, invention, or development in any form or medium, including all materials, documents, information, software, or technology, created by **Simpler** as a result of performing the services of this Agreement.

**2. COMPENSATION**

- 2.1. County** will compensate **Simpler** for the Simpler/Financials License at the following monthly rate:

Software Base License Fee	\$5,350.00
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**3. GRANT OF RIGHTS**

- 3.1. License.** For the duration of this Agreement, **Simpler** hereby grants to **County** a non-exclusive, nontransferable License to use the Simpler/financials software to provide reporting services to users of **County's** financial system, utilizing data processed by and stored in **County's** PeopleSoft system.
- 3.2. Source Code.** **Simpler** will provide **County** the source code to the Simpler/financials software. **County** agrees that the source code and documentation provided by **Simpler** is confidential, and agrees to take all reasonable precautions to protect the source code and documentation, and preserve its confidential, proprietary and trade secret status in perpetuity. Continuous access to the source code by **County** is available via the Internet through an independent version-control apparatus. Separate licensing is required for this access capability. Currently, the version control mechanism is GitHub which is available through the web site <https://github.com/>. In lieu of continuous access, periodic copies of the source code can be transferred electronically to **County** by **Simpler** whenever requested, but not more frequently than semi-annually.

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- 3.3. Limitations.** Apart from the License Rights set forth in this Agreement, the License does not include a grant to **County** to engage in any other licensable activity, nor any ownership right, title or interest, nor any security interest or other interest, in any intellectual property rights relating to Simpler/financials nor in any copy of Simpler/financials. **Simpler** shall retain all rights, title, and interest, including all copyrights, in and to Simpler/financials. All rights not specifically transferred by this Agreement are reserved to **Simpler**.
- 3.4. License Term.** Notwithstanding any provision to the contrary, this License is effective July 1, 2022 through June 30, 2023 with the option to renew for five (5) additional annual renewals by written amendment, unless terminated earlier by written notice in accordance with section 4 "TERMINATION" of this Agreement.

#### 4. TERMINATION

- 4.1. Termination.** This Agreement may be terminated as follows:

**4.1.1. County** may terminate this agreement at the end of the current billing cycle by providing written notice at least five (5) days prior to the end of the billing cycle. Termination notice must be sent via email to [support@simplersystems.com](mailto:support@simplersystems.com).

**4.1.2. Material Breach by Simpler.** In the event that **Simpler** is in default of this Agreement, **County** may terminate this Agreement by giving **Simpler** ten (10) calendar days prior written notice thereof; provided, however, that this Agreement shall not terminate at the end of said ten (10) days notice period if **Simpler** has cured the breach of which it has been notified prior to the expiration of said ten (10) days.

**4.1.3. Material Breach by County.** In the event **County** is in default of this Agreement **Simpler** may terminate this Agreement by giving **County** ten (10) calendar days prior written notice thereof; provided however, that this Agreement shall not terminate at the end of said ten (10) days notice period if **County** has cured the breach of which it has been notified prior to the expiration of said ten (10) days.

**4.2. Obligations on Termination.** In the event of a termination by either party, **County** shall be obligated for any fees and charges incurred prior to the date written notification of termination is tendered to the non-terminating party.

**4.3. No Liability for Termination.** Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

**4.4. Effect of Termination.** Upon the expiration date or termination of this Agreement: (a) **Simpler** will immediately cease providing to the **County** Simpler/financials licenses; (b) any and all payment obligations of **County** made under this Agreement will become due immediately.

#### 5. APPLICATION MAINTENANCE AND VERSION UPGRADES

**5.1. Upgrades.** **County** acknowledges that Simpler/financials 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/financials will be provided at no additional charge to the **County**. **Simpler** reserves the right to modify or replace the Simpler/financials at any time with a newer version of Simpler/financials in order to incorporate any or all upgrades, enhancements and bug fixes. **Simpler** is not obligated to provide or incorporate into

Simpler/financials, upgrades, enhancements or bug fixes unless failure to do so infringe upon the execution of **Simpler's** other material obligations within this Agreement.

## 6. INTELLECTUAL PROPERTY

**6.1. License and Services Contract only.** This is an Agreement to provide Licensing for a limited time only, and in no way establishes an obligation upon **Simpler** to sell Simpler/financials or any modifications to the application to the **County** or to make Simpler/financials available to the **County** beyond the term of the Agreement.

**6.2. Intellectual Property.** The application is the property of **Simpler** and **Simpler** retains all intellectual property rights to Simpler/financials, or any modifications thereof, or enhancements created as part of customization services performed on behalf of the **County**.

## 7. REPRESENTATIONS

**7.1. County Representations.** **County** represents and warrants that:

**7.1.1. County** has the legal capacity and authority to enter into Agreement, and that by entering into or performing under this Agreement it will not breach any agreement to which it is currently a party.

**7.1.2. County** has no prior commitments or agreements with third parties that might interfere with or preclude the carrying out of these obligations under this Agreement.

**7.1.3.** To the extent that **County** provides **Simpler** with software or other tangible property to perform the services contemplated by this Agreement, **County** is the owner or authorized user of that property and has full power, free of any rights of any nature whatsoever in anyone that might interfere therewith, to grant the rights conveyed to **Simpler** to perform **Simpler's** obligations under this Agreement and that any use by **Simpler** of that material does not and will not, infringe upon any proprietary right at common law, or any statutory copyright, or trademark right, or any other right whatsoever. By use of any software provided by **County**, there is no intent to transfer any ownership rights in that software to **Simpler**. **Simpler** shall not reverse engineer or otherwise interfere with any intellectual property rights held by any third party owner of any software or other tangible property provided by **County** to **Simpler** in connection with this Agreement.

**7.2. Simpler Representations.** **Simpler** represents and warrants that:

**7.2.1. Simpler** has the legal capacity and authority to enter into this Agreement, and that by entering into or performing under this Agreement **Simpler** will not breach any agreement to which **Simpler** is currently a party.

**7.2.2. Simpler** has no prior commitments or agreements with third parties that might interfere with or preclude the carrying out of **Simpler's** obligations under this Agreement.

**7.2.3. Simpler** has the skills, expertise, knowledge, and experience necessary to perform all of the services contemplated by this Agreement. **Simpler** will exercise professional judgment and use the same degree of care and skill ordinary exercised by reputable consultants in similar circumstances performing comparable services.

7.2.4. Any materials, services, or deliverables, including the Simpler/financials software, provided under this Agreement are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If materials, services, or deliverables provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, **County** shall have the right, in its sole discretion, to require **Simpler** to produce, at **Simpler's** own expense, new non-infringing materials, services, or deliverables as a means of remedying any claim of infringement in addition to any other remedy available to the **County** under law or equity. **Simpler** further agrees to indemnify and hold harmless the **County**, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, or services provided under this Agreement infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before **Simpler** receives payment under this Agreement, **County** shall be entitled, upon written notice to **Simpler**, to withhold some or all of such payment.

## 8. PRODUCT WARRANTY

8.1. **Product Acceptance.** **County's** written acceptance of Simpler/financials pursuant to this Agreement constitutes an unqualified acceptance of Simpler/financials as is.

8.2. **County's Responsibilities.** Without limiting the generalities of any exclusion set forth in this Agreement, **County** will be exclusively responsible as between the parties for and **Simpler** expressly makes no warranty or representation with respect to:

- A. determining that Simpler/financials will achieve the results (such as organizational efficiencies) desired by **County**;
- B. selecting, procuring, installing, operating and maintaining computer hardware to run Simpler/financials;
- C. ensuring the accuracy of any input data used with Simpler/financials;
- D. establishing adequate backup provisions for backing up **County's** data used in connection with Simpler/financials.

8.3. **Maximum Liability.** **SIMPLER'S** MAXIMUM LIABILITY TO **COUNTY**, WHETHER BY CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO 2x THE TOTAL AMOUNT PAID TO **SIMPLER** UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL **SIMPLER** BE LIABLE TO **COUNTY** FOR SPECIFIC, INDIVIDUAL, OR CONSEQUENTIAL DAMAGES.

8.4. **Disclaimer by Simpler.** THE EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF AND **SIMPLER** EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES, ANY PRODUCTS DEVELOPED AS A RESULT OF THE SERVICES, OR ANY ACTIVITIES UNDERTAKEN BY ANYONE AS A RESULT OF THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER **SIMPLER** KNOWS, HAS REASON TO

KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OR CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, **SIMPLER** EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN **COUNTY** WITH RESPECT TO THE SERVICES, ANY PRODUCTS DEVELOPED AS A RESULT OF THE SERVICES, OR ANY ACTIVITIES UNDERTAKEN BY ANYONE AS A RESULT OF THE SERVICES.

**9. GENERAL PROVISIONS**

**9.1 Notices.** Notice required by this Agreement must be in writing and shall be sufficient if:

- A. personally delivered to the other party,
- B. sent by email to the other party followed by a hard copy of that notice sent by any other method allowed by this section,
- C. delivered by a major commercial delivery service to the other party at the address set forth in the signature block below, or
- D. mailed by certified or registered mail (return receipt requested) to the other party:

**Simpler System, Inc.**  
Rick Schaffer  
[Rick@simplersystems.com](mailto:Rick@simplersystems.com)  
PO Box 2303  
Santa Barbara, CA 93120

**County of Riverside**  
Software Asset Management  
RCIT-SOFTWAREMANAGEMENT@rivco.org  
3450 14<sup>th</sup> Street  
Riverside, CA 92501

**9.2 Entire Agreement.** This Agreement contains the entire understanding between the parties, and supersedes any prior agreements and communications between the parties, with respect to its subject matter.

**9.3 Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties, and their respective legal representatives, successors, and assigns.

**9.4 Amendment and Waiver.** The parties may amend any provision of this Agreement or waive the observance of any provision only by their written consent. Either party's failure to enforce any provisions of this Agreement shall not be construed as a waiver of that party's right to enforce such provisions.

**9.5 Assignment.** Neither party may assign or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of the other party.

**9.6 Governing Law.** This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the US District Court located in Riverside, California. Prior to filing any legal action, the parties shall first be obligated to attend a mediation session before a neutral mediator in an attempt to resolve the issue.

**9.7 Force Majeure.** Either party shall be temporarily excused from performing under this Agreement if any force majeure or other occurrence beyond the reasonable control of either party makes such performance impossible. Under such circumstances, performance under this Agreement related to the delay shall be suspended for the duration of the delay. Once the delaying event subsides, the delayed party shall resume performance of its



obligations with due diligence. The parties shall use their best efforts to overcome the cause and effect of any such suspension.

**9.8 Agreement Controls.** This Agreement shall control whenever typed, stamped or written provisions of any subordinated documents hereunder conflict with this Agreement.

**9.9 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, that provision will be limited or eliminated to the minimum extent necessary so this Agreement shall otherwise remain enforceable in full force and effect.

**9.10 Performance of Necessary Acts.** Each party, without further consideration, agrees to execute and deliver any documents or take such other actions as may be necessary to give full effect to the terms and intent of this Agreement and to effectively consummate the purposes and subject matter of this Agreement.

**9.11 Construction.** Headings and captions are only for convenience and are not to be used in the interpretation of this Agreement. Whenever the context requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine, or neuter gender. No provision of this Agreement shall be construed against and interpreted to the disadvantage of any party because that party having or been deemed to have structure or drafted the Agreement. The term "include" or any variation of that word shall be deemed to be inclusive and mean "including—but not limited to—."

## **10. 10 Insurance**

**10.1** Without limiting or diminishing the Simpler 'S obligation to indemnify or hold the COUNTY harmless, Simpler 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 Master Subscription 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 Simpler has employees as defined by the State of California, Simpler 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 Simpler'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 Simpler 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. Insurance Requirements for IT Contractor Services:**

- 1) Simpler shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Simpler, its agents, representatives, or employees. Simpler shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.
- 2) Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Simpler in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- 3) If Simpler maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Simpler. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

**E. 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) Simpler 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

Master Subscription Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, Simpler's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Master Subscription 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) Simpler shall cause Simpler'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 Master Subscription 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. Simpler 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 Simpler's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Master Subscription 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 Master Subscription 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 Master Subscription Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by Simpler has become inadequate.

- 6) Simpler shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Master Subscription Agreement.
- 7) The insurance requirements contained in this Master Subscription Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 8) Simpler 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 Master Subscription Agreement.

/  
/

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**Simpler System, Inc.**  
a California corporation

Rick Schaffer

BY: Rick Schaffer (Up to 2022-09-07 PM)

Name: Rick Schaffer

Title: President

Date: Jun 8, 2022

**County of Riverside**, a political subdivision of the State of California

BY: Jeff Hewitt

Name: Jeff Hewitt

Title: Chairperson, Board of Supervisors

Date: June 21, 2022

ATTEST:

Kecia Harper

Clerk of the Board

By: Zuley Martinez

APPROVED AS TO FORM:

County Counsel

By: Kristine Valdez

Name: Kristine Valdez

Title: Supervising Deputy County Counsel






# CoRiv License Agreement 2022-23

Final Audit Report

2022-06-08

Created:	2022-06-07
By:	Keri Collins (keri@simplersystems.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtgQa-EctFEygt7sWfd-GJ0gfoQTmwSh

## "CoRiv License Agreement 2022-23" History

-  Document created by Keri Collins (keri@simplersystems.com)  
2022-06-07 - 0:37:17 AM GMT - IP address: 75.83.212.194
-  Document emailed to Rick Schaffer (rick@simplersystems.com) for signature  
2022-06-07 - 0:38:31 AM GMT
-  Email viewed by Rick Schaffer (rick@simplersystems.com)  
2022-06-07 - 1:07:51 AM GMT - IP address: 24.254.86.208
-  Document e-signed by Rick Schaffer (rick@simplersystems.com)  
Signature Date: 2022-06-08 - 4:07:52 PM GMT - Time Source: server- IP address: 24.254.86.208
-  Agreement completed.  
2022-06-08 - 4:07:52 PM GMT



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued **\$5,000 or more** must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding **\$50,000** require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than **\$50,000** require additional Board of Supervisors approval.

**Supplier Details**

**Vendor** Simpler Systems Inc  
**Fulfillment Address** SCorp - Services: (preferred)  
 PO Box 2303  
 Santa Barbara, California 93120 United States  
**Vendor Phone** +1 805-612-6673

**Distribution Method**

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information.  X

**Email (HTML Body)** billing@simplersystems.com  
**Contract**

**Background Information**

**Please indicate if this is a single or sole source below**

Sole Source

**Have you previously requested and received approval for a sole/single source request for this vendor for your department?**

Yes

**If selected "yes", please provide the approved SSJ# below**

SSJ# 17-073

**If selected "yes", was the request approved for a different project?**

No

**Purchase Details**

**1. Supply/Service being requested:**

Software licenses and support services with Simpler Systems. The Simpler Financials License agreement/solution provides County departments with enhanced on-demand financial reporting that augments reporting from the County's PeopleSoft Financial system.

**2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

Simpler Financials is used to augment financial reports from the PeopleSoft Financials system. This includes, but is not limited to, generating reports for revenue and expenses, balance sheets, transactions by vendor, transactions by revenue or expense account, transactions by purchase order, and can produce year-over-year comparison reports.

All reports can be exported to Excel or PDF for staff to be able to analyze data and produce customizable financial reports to meet the department's specific business needs. There are no other vendors that

**Current Year Cost**

**6. Identify all costs for this requested purchase.**

You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

**Describe** all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

Annual licensing and maintenance costs for the Simpler include user licenses, technical support,



can provide licensing and hosting services as it is a proprietary system.

**3. Reasons why my department requires these unique features and what benefit will accrue to the county:**

The County uses Simpler Financials Licenses for immediate access to data from the County's PeopleSoft Financials system. Simpler is used by many county departments on a daily basis to easily view aggregated financial data, identify trends and share data insights among various stakeholders. Utilizing Simpler Systems is in alignment with RCIT's continuing efforts to optimize information technology by focusing on reducing duplicate costs and staff time while increasing security and efficiencies.

Simpler Financials Licenses provides access to technical support and the latest product releases necessary for application security, and availability, thereby improving productivity by providing staff with new functionality and tools.

**4. Period of Performance From:** 7/1/22

**Period of Performance To:** 6/30/23

**Is this an annually renewable contract or is it fixed term?**  
Annually Renewable

**5. Price Reasonableness:**

Simpler Systems (previously known as GovReports) has been used for 17 years to offer immediate access to data from the County's PeopleSoft Financials system. The County would like to continue the agreement with Simpler as pricing has not increased since the inception of the system in 2005.

**Projected Board of Supervisor Date (if applicable):** 6/21/2022

**Commodity Code** 92045

and minor enhancements. The agreement can be renewed annually for five (5) additional 12-month terms, at the option of the County. Additional compensation not to exceed \$40,000 is for the future purchase of additional licenses for departments to add users.

*Insert all current fiscal year costs in the table below.* Label the 'description' as the item that is being purchased.

**Current FY Costs**

Description	Price
Software License and Maintenance	64,200.00

*Enter all additional FY costs in the table below.* Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

FY	FY 22/23 \$64,200
FY	FY 23/24 \$64,200
FY	FY 24/25 \$64,200
FY	FY 25/26 \$64,200
FY	FY 26/27 \$64,200
Additional FY Cost	FY 27/28 \$64,200

*Describe all additional costs associated with this procurement in the box below.* Include the dollar amounts for subsequent fiscal years if it differs from above.

Additional compensation not to exceed \$40,000 is for the future purchase of additional licenses for departments to add users.

**Current Year Cost Total: 64,200.00**

**Supporting Documentation**

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

- Additional supporting documentation includes:
- Previously approved SSJ's
  - other

For all other requests, attach the vendor's cost proposal

Internal Attachments

**Purchasing Approval**

Approved by \_\_\_\_\_ Date Approved \_\_\_\_\_ Sole Source Number \_\_\_\_\_ Approval \_\_\_\_\_

Conditions/Comments  
MT19300

**This section to be filled out by Purchasing Management only upon approval.** Suzanna L Hinckley 6/6/2022

**Total** 64,200.00