

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



**ITEM: 3.35**  
(ID # 24983)

**MEETING DATE:**  
Tuesday, May 21, 2024

**FROM :** RIVERSIDE COUNTY INFORMATION TECHNOLOGY:

**SUBJECT:** RIVERSIDE COUNTY INFORMATION TECHNOLOGY: Approve the Reseller Agreement with CherryRoad Technologies, Inc, to provide Peoplesoft Human Capital Management (HCM) and Peoplesoft Financial applications (FIN) licenses and support without seeking competitive bids from July 1, 2024, through June 30, 2025, for a total amount not to exceed \$1,309,452, and approve the payment of Incremental Licenses Fees (ILF) for a total amount of \$930,511, All Districts. [Total Aggregate Cost \$2,239,963 and up to \$400,000 additional compensation for future requirements; RCIT Budget – 100%]

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

1. Approve Reseller Agreement with CherryRoad Technologies, Inc, to provide Peoplesoft Human Capital Management (HCM) and Peoplesoft Financial applications (FIN) licenses and support without seeking competitive bids from July 1, 2024, through June 30, 2025, for a total amount not to exceed \$1,309,452, authorize the Chair of the Board to execute three copies of the same on behalf of the County;

Continued on Page 2

**ACTION:**Policy

  
Jim Smith, Chief Information Officer 5/7/2024

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: May 21, 2024  
xc: RCIT

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

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

2. Approve the payment of Incremental Licenses Fees (ILF) for a total amount of \$930,511;
3. Authorize the Purchasing Agent to issue Purchase Orders for invoices received for goods/services rendered that do not exceed the BOS approved amount;
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: (a) Sign amendments that stay within the intent of the Agreement and (b) sign amendments to the compensation provisions that do not exceed \$400,000 for the term of the Agreement; and
5. Direct the Clerk of the Board to retain one (1) copy of the Reseller Agreement and return two (2) copies to RCIT for distribution.

<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>	\$ 930,511	\$ 1,309,452	\$ 2,239,963	\$ 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> 23/24-24/25	

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

**BACKGROUND:**

**Summary**

The request before the Board is for approval of the renewal Reseller Agreement with CherryRoad Technologies, Inc, without seeking competitive bids to provide Peoplesoft Human Capital Management (HCM) and Peoplesoft Financial applications (FIN) licensing and support from July 1, 2024, through June 30, 2025. Specifically, this approval pertains to Oracle technical support for existing PeopleSoft software licenses owned by the County, and for incremental license Fees (ILF) incurred this year. The renewal requires an agreement with our current business partner, CherryRoad Technologies, at an annual cost not exceeding \$1,309,452 for the existing licenses and \$930,511 for the ILF through June 30, 2025.

The PeopleSoft HCM and FIN systems are a vital part of Riverside County's operations that are relied upon for general ledger, accounts payable, accounts receivable, billing, contract management, asset management, project costing, inventory, purchasing, human resources, payroll, and employee benefits. The ability to procure goods and services and pay employees and vendors is critical to County operations in delivering services to residents and businesses.

Every year the terms of our agreement with Oracle requires RCIT to submit the County's adopted budget and employee count. Oracle uses this data to calculate whether additional software licenses and maintenance are needed for each of the PeopleSoft software license contracts; an increase may result in additional fees referred to as incremental license fees.

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

Approval of this request will ensure that the County is in compliance with Oracle's licensing terms and provide the necessary support required for maintaining secure and reliable applications.

**Impact on Residents and Businesses**

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

**Additional Fiscal Information**

Description	FY 23/24	FY 24/25
HCM and FIN Support renewal for one year		\$1,309,452
Incremental Licenses Fees (ILF)	\$930,511	
Additional compensation for future requirements		\$400,000

**Contract History and Price Reasonableness**

On June 25, 2019 (Minute Order 3.25), the Board approved the Agreement with CherryRoad Technology, Inc., for the upgrade and support services of the PeopleSoft Human Capital Management System through June 30, 2024. On April 26, 2022 (Minute Order 3.49) the Board approved the Agreement with CherryRoad Technology, Inc., for the upgrade and support services of the PeopleSoft Financial System from version 9.1 to 9.2 through December 31, 2023. On August 30, 2022 (Minute Order 3.55), the Board approved the Ordering document with CherryRoad Technology, Inc., for the purchase of PeopleSoft Enterprise Perpetual Software Licenses for one year with the option to renew through August 30, 2027.

The County of Riverside has established a longstanding and successful partnership with CherryRoad, which has been instrumental in facilitating multiple upgrades and support renewals of PeopleSoft applications. Their contributions have played an essential role in ensuring seamless upgrades and operational stability.

During this renewal, the county will collaborate closely with Oracle to consolidate all contracts' requirement and release a competitive bid to secure a new contract for the support for current HCM and FIN licenses in addition to any new licenses and support resulting of the expansion/true up process.

**ATTACHMENTS:**

- A. Reseller Agreement No. ITARC-00823 with CherryRoad Technologies, Inc
- B. Single Source Justification

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

*Meghan Hahn*

Meghan Hahn, Director of Procurement

5/13/2024

*Alonzo Barrera*

Alonzo Barrera, Principal Management Analyst

5/14/2024

*Aaron Gettis*

Aaron Gettis, Chief of Deputy County Counsel

5/14/2024

**RESELLER AGREEMENT No. ITARC-00823**  
**For**  
**PEOPLESOFT HUMAN CAPITAL MANAGEMENT (HCM) AND**  
**PEOPLESOFT FINANCIAL APPLICATIONS (FIN) LICENSES**  
**AND SUPPORT RENEWAL**  
**BETWEEN**  
**COUNTY OF RIVERSIDE**  
**And**  
**CHERRYROAD TECHNOLOGIES INC**

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and CherryRoad Technologies, Inc, a Florida corporation authorized to conduct business in the State of California (herein referred to as "RESELLER") of Peoplesoft Human Capital Management (HCM) and Peoplesoft Financial System (PFS) Licenses and Support Renewal, effective on July 1,2024, through June 30, 2025. The parties agree as follows:

1. Purchase of Peoplesoft Human Capital Management (HCM) and Peoplesoft Financial System (PFS) Licenses and Support Renewal will be through the reseller. Terms and conditions between the COUNTY and the Reseller of the products are governed by the County of Riverside agreement no. ITARC-00823 General Terms and Conditions.

2. **Period of Performance:**

This Agreement shall be effective on July 1,2024 and continues in effect through June 30, 2025, unless terminated earlier.

3. **Compensation**

The COUNTY shall pay the reseller for products as stated in Exhibit A, incurred in accordance with the terms of this Agreement. 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.

The county will issue the Purchase Order for PeopleSoft Human Capital Management (HCM) and PeopleSoft Financial System (PFS) licenses and support renewal in **July 2024 (County's new fiscal year 2024/2025)**.

The county will issue the Purchase order for PeopleSoft Human Capital Management (HCM) and PeopleSoft Financial System (PFS) expansion fees in May 2024.

**Non-Appropriations:** 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, and invoices shall be rendered "monthly" in arrears. In the State of California,

Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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. Hold Harmless/Indemnification:**

- 4.1 Reseller 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, or acts or omissions, of reseller, its officers, employees, subcontractor, 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. reseller shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
- 4.2 With respect to any action or claim subject to indemnification herein by reseller. reseller 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 reseller indemnification to Indemnitees as set forth herein.
- 4.3 Reseller obligation hereunder shall be satisfied when reseller has provided to County the appropriate form of dismissal relieving county from any liability for the action or claim involved.

**5. Termination:**

- 5.1 County may terminate this Agreement without cause upon thirty (30) days written notice served upon the RESELLER stating the extent and effective date of termination.
- 5.2 County may, upon five (5) days written notice terminate this Agreement for reseller default, if reseller 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.
- 5.3 Reseller 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 reseller; or in the event of reseller unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

**6. Alteration or Changes to the Agreement**

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

**7. 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:

Riverside County Information Technology  
 Attn: Procurement Contract Specialist  
 3450 14<sup>th</sup> Street  
 Riverside, CA 92501

CherryRoad Technologies, Inc  
 Attn: Mike Rubilotta  
 6 Upper Pond Rd 2nd Fl  
 Parsippany, NJ 07054

**8. Insurance**

Without limiting or diminishing the RESELLER'S obligation to indemnify or hold the COUNTY harmless, RESELLER 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 RESELLER has employees as defined by the State of California, the RESELLER 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. Policy shall name the COUNTY as Additional Insureds.

**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 RESELLER'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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.

**C. Insurance Requirements for IT Contractor Services:**

RESELLER 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 RESELLER, its agents, representatives, or employees. RESELLER 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.

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 RESELLER 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.

If the RESELLER 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 the RESELLER. 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.

**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 RESELLER 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, RESELLER'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) RESELLER shall cause RESELLER'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 a minimum of 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. If RESELLER insurance carrier(s) policies does not meet the minimum notice requirement found herein, RESELLER shall cause RESELLER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- 4) 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. RESELLER 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 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 5) It is understood and agreed to by the parties hereto that the RESELLER'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.
- 6) 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 Management's reasonable judgment, the amount or type of insurance carried by the RESELLER has become inadequate.
- 7) RESELLER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 9) RESELLER 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.

**9. General:**

**9.1** 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.

**9.2** 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.

**9.3** The following documents are attached to and incorporated into this Agreement:

**Exhibit A: Payment provisions**

**9.4** In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

**9.5** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

COUNTY OF RIVERSIDE, a political subdivision of the State of California

CHERRYROAD TECHNOLOGIES INC., a Florida corporation

By: Chuck Washington  
Name: Chuck Washington  
Chair of the Board of Supervisors

By: Stephen Lange  
Name: Stephen Lange  
President & Chief Operating Officer

Dated: 5/21/2024

Dated: 05/01/2024

ATTEST:  
Kimberly Rector  
Clerk of the Board

By: Naomy Li  
Deputy Clerk

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: Paula Salcido  
Paula Salcido  
Deputy County Counsel

Dated: 05/07/2024

**Exhibit A**  
**Payment provisions**

Support Renewal #	CSI	Product Description	Pricing Qty	License Metric	Contract Line Start Date	Total Price for Year 1 through 06.30.2025
P-99-649-00-000--27	14478724	Micro Focus Serv Expr 2.X Upgd	5	USER	1-Jul-24	\$12,623.38
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Purchasing for Public Sector - Reported Budget Perpetual	2380000000	USER	1-Jul-24	\$63,036.94
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Time and Labor For Public Sector - Reported Budget Perpetual	2380000000	USER	1-Jul-24	\$58,591.17
P-99-649-00-000--27	14501972	PeopleSoft Enterprise General Ledger for The Public Sector- Reported Budget Perpetual	2380000000	USER	1-Jul-24	\$57,299.52
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Billing for Public Sector - Reported Budget Perpetual	2380000000	USER	1-Jul-24	\$40,119.32
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Budgets for Public Sector - Reported Budget Perpetual	2380000000	USER	1-Jul-24	\$42,859.65
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Benefits Admin. For Public Sector - Reported Budget Perpetual	2380000000	USER	1-Jul-24	\$58,591.17
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Accounts Payable for The Public Sector - Reported Budget Perpetual	2380000000	USER	1-Jul-24	\$40,119.32
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Asset Management for Public Sector - Reported Budget Perpetual	2380000000	USER	1-Jul-24	\$34,381.77
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Accts Receivable for The Public Sector - Reported Budget Perpetual	2380000000	USER	1-Jul-24	\$51,572.71
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Human Resources for Public Sector - Reported Budget Perpetual	2380000000	USER	1-Jul-24	\$66,955.27
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Payroll for Public Sector - Reported Budget Perpetual	2380000000	USER	1-Jul-24	\$66,955.27
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Project Costing for Public Sector - Reported Budget Perpetual	2380000000	USER	1-Jul-24	\$57,299.43
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Inventory for Public Sector - Reported Budget Perpetual	2380000000	USER	1-Jul-24	\$63,037.02
P-99-649-00-000--27	14501973	PeopleSoft Enterprise Eprofile - Employee Count Perpetual	15500	VALUE	1-Jul-24	\$18,102.93
P-99-649-00-000--27	14501973	PeopleSoft Enterprise Erecruit - Employee Count Perpetual	15500	VALUE	1-Jul-24	\$27,154.60
P-99-649-00-000--27	14501973	PeopleSoft Enterprise eCompensation - Employee Count Perpetual	15500	VALUE	1-Jul-24	\$18,102.93
P-99-649-00-000--27	14501973	PeopleSoft Enterprise Ebenefits - Employee Count Perpetual	15500	VALUE	1-Jul-24	\$18,102.93
P-99-649-00-000--27	14501973	PeopleSoft Enterprise Epay - Employee Count Perpetual	15500	VALUE	1-Jul-24	\$18,102.93
P-99-649-00-000--27	14501973	PeopleSoft Enterprise eDevelopment - Employee Count Perpetual	15500	VALUE	1-Jul-24	\$18,103.28
P-99-649-00-000--27	14574661	PeopleSoft Enterprise Contracts - Reported Budget Perpetual	1	FULL USE	1-Jul-24	\$162,243.66
P-99-649-00-000--27	15753044	PeopleSoft Enterprise Payroll For North America - Employee Count Perpetual	2400	FULL USE	1-Jul-24	\$8,302.25
P-99-649-00-000--27	15753044	PeopleSoft Enterprise Human Resources - Employee Count Perpetual	2400	FULL USE	1-Jul-24	\$8,302.25
P-99-649-00-000--27	15753044	PeopleSoft Enterprise Benefits Administration - Employee Count Perpetual	2400	FULL USE	1-Jul-24	\$7,266.42

P-99-649-00-000--27	15753044	PeopleSoft Enterprise Time and Labor - Employee Count Perpetual	2400	FULL USE	1-Jul-24	\$7,266.31
P-99-649-00-000--27	15792409	PeopleSoft Enterprise Contracts - Reported Budget Perpetual	238000000	FULL USE	1-Jul-24	\$10,430.49
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Billing for Public Sector - Reported Budget Perpetual	2380	FULL USE	1-Jul-24	\$10,817.77
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Budgets for Public Sector - Reported Budget Perpetual	2380	FULL USE	1-Jul-24	\$9,995.30
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Purchasing for Public Sector - Reported Budget Perpetual	2380	FULL USE	1-Jul-24	\$10,817.77
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Accts Receivable for The Public Sector - Reported Budget Perpetual	2380	FULL USE	1-Jul-24	\$10,817.77
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Project Costing for Public Sector - Reported Budget Perpetual	2380	FULL USE	1-Jul-24	\$10,817.77
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Inventory for Public Sector - Reported Budget Perpetual	2380	FULL USE	1-Jul-24	\$10,817.77
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Accounts Payable for The Public Sector - Reported Budget Perpetual	2380	FULL USE	1-Jul-24	\$10,817.77
P-99-649-00-000--27	15792409	PeopleSoft Enterprise Contracts - Reported Budget Perpetual	2618	FULL USE	1-Jul-24	\$44,923.44
P-99-649-00-000--27	14501972	PeopleSoft Enterprise General Ledger for The Public Sector- Reported Budget Perpetual	2380	FULL USE	1-Jul-24	\$10,817.77
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Asset Management for Public Sector - Reported Budget Perpetual	2380	FULL USE	1-Jul-24	\$10,817.16
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Project Costing for Public Sector - Reported Budget Perpetual	340000000	FULL USE	1-Sep-24	\$3,455.41
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Inventory for Public Sector - Reported Budget Perpetual	340000000	FULL USE	1-Sep-24	\$3,801.41
P-99-649-00-000--27	14501972	PeopleSoft Enterprise General Ledger for The Public Sector- Reported Budget Perpetual	340000000	FULL USE	1-Sep-24	\$3,455.41
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Purchasing for Public Sector - Reported Budget Perpetual	340000000	FULL USE	1-Sep-24	\$3,801.41
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Billing for Public Sector - Reported Budget Perpetual	340000000	FULL USE	1-Sep-24	\$2,418.96
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Budgets for Public Sector - Reported Budget Perpetual	340000000	FULL USE	1-Sep-24	\$2,184.45
P-99-649-00-000--27	14574661	PeopleSoft Enterprise Contracts - Reported Budget Perpetual	238000000	FULL USE	1-Sep-24	\$8,706.09
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Asset Management for Public Sector - Reported Budget Perpetual	340000000	FULL USE	1-Sep-24	\$2,073.73
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Accounts Payable for The Public Sector - Reported Budget Perpetual	340000000	FULL USE	1-Sep-24	\$2,418.96
P-99-649-00-000--27	14501972	PeopleSoft Enterprise Accts Receivable for The Public Sector - Reported Budget Perpetual	340000000	FULL USE	1-Sep-24	\$3,110.16
P-99-649-00-000--27	40999167	PeopleSoft Enterprise Project Costing for Public Sector - Reported Budget Perpetual	6800	FULL USE	1-Jul-24	\$8,025.95
P-99-649-00-000--27	40999167	PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	2400	FULL USE	1-Jul-24	\$6,645.37
P-99-649-00-000--27	40999167	PeopleSoft Enterprise Asset Management for Public Sector - Reported Budget Perpetual	6800	FULL USE	1-Jul-24	\$4,816.67
P-99-649-00-000--27	40999167	PeopleSoft Enterprise Payroll for North America - Employee Count Perpetual	2400	FULL USE	1-Jul-24	\$6,645.37

P-99-649-00-000--27	40999167	PeopleSoft Enterprise Benefits Interface - Employee Count Perpetual	2400	FULL USE	1-Jul-24	\$5,816.34
P-99-649-00-000--27	40999167	PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	2400	FULL USE	1-Jul-24	\$5,816.34
P-99-649-00-000--27	40999167	PeopleSoft Enterprise Contracts - Reported Budget Perpetual	2380	FULL USE	1-Jul-24	\$10,110.93
P-99-649-00-000--27	40999167	PeopleSoft Enterprise Purchasing for Public Sector - Reported Budget Perpetual	6800	FULL USE	1-Jul-24	\$8,829.66
P-99-649-00-000--27	40999167	PeopleSoft Enterprise Accts Receivable for The Public Sector - Reported Budget Perpetual	6800	FULL USE	1-Jul-24	\$7,224.09
P-99-649-00-000--27	40999167	PeopleSoft Enterprise Billing for Public Sector - Reported Budget Perpetual	6800	FULL USE	1-Jul-24	\$5,618.54
P-99-649-00-000--27	40999167	PeopleSoft Enterprise Budgets for Public Sector - Reported Budget Perpetual	6800	FULL USE	1-Jul-24	\$5,618.54
P-99-649-00-000--27	40999167	PeopleSoft Enterprise General Ledger for The Public Sector- Reported Budget Perpetual	6800	FULL USE	1-Jul-24	\$8,025.95
P-99-649-00-000--27	40999167	PeopleSoft Enterprise Inventory for Public Sector - Reported Budget Perpetual	6800	FULL USE	1-Jul-24	\$8,829.66
P-99-649-00-000--27	40999167	PeopleSoft Enterprise Accounts Payable for The Public Sector - Reported Budget Perpetual	6800	FULL USE	1-Jul-24	\$5,618.54
					<b>Total</b>	<b>\$1,309,451.14</b>

**Billing Terms:**

The county will issue the Purchase Order for PeopleSoft Human Capital Management (HCM) and PeopleSoft Financial System (PFS) licenses and support renewal listed above in **July 2024 (County's new fiscal year 2024/2025)**.

Incremental License Fee (ILF) for 2024- From May 30, 2024- June 30, 2025.

Product Description	Qty	License cost	Support for one year	Support for 32 days	Total from May 30, 2024- June 30 2025
PeopleSoft Enterprise Accounts Payable For The Public Sector - Reported Budget Perpetual	13600	\$44,973.71	\$9,894.21	\$954.18	\$55,822.10
PeopleSoft Enterprise Accts Receivable For The Public Sector - Reported Budget Perpetual	13600	\$57,825.44	\$12,721.60	\$1,226.85	\$71,773.89
PeopleSoft Enterprise Asset Management For Public Sector - Reported Budget Perpetual	13600	38,555.20	8,482.14	818.00	47,855.34
PeopleSoft Enterprise Billing For Public Sector - Reported Budget Perpetual	13600	\$44,973.71	\$9,894.21	\$954.18	\$55,822.10
PeopleSoft Enterprise Budgets For Public Sector - Reported Budget Perpetual (To be terminated)	13600	\$44,973.71	\$9,894.21	\$954.18	\$55,822.10
PeopleSoft Enterprise Contracts - Reported Budget Perpetual	7140	\$121,399.74	\$26,707.95	\$2,575.67	\$150,683.36
PeopleSoft Enterprise General Ledger For The Public Sector- Reported Budget Perpetual	13600	\$64,243.95	\$14,133.67	\$1,363.03	\$79,740.65
PeopleSoft Enterprise Inventory For Public Sector - Reported Budget Perpetual	13600	\$70,677.17	\$15,548.98	\$1,499.52	\$87,725.67
PeopleSoft Enterprise Project Costing For Public Sector - Reported Budget Perpetual	13600	\$64,243.95	\$14,133.67	\$1,363.03	\$79,740.65
PeopleSoft Enterprise Purchasing For Public Sector - Reported Budget Perpetual	13600	\$70,677.17	\$15,548.98	\$1,499.52	\$87,725.67
<b>ILF contract no. CPQ-2529921 dated August 31,2022</b>					
PeopleSoft Enterprise Strategic Sourcing - Nonstandard User	600	\$58,536.14	\$12,877.95	\$1,241.93	<b>\$72,656.02</b>
PeopleSoft Enterprise Supplier Contract Management - Nonstandard User	600	\$38,871.66	\$8,551.77	\$824.72	<b>\$48,248.15</b>
PeopleSoft Enterprise e-Supplier Connection - Nonstandard User	600	\$29,725.38	\$6,539.59	\$630.67	<b>\$36,895.64</b>
				<b>Total</b>	<b>\$930,511.34</b>

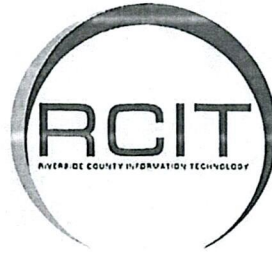
The county will issue the Purchase order for PeopleSoft Human Capital Management (HCM) and PeopleSoft Financial System (PFS) expansion fees listed above in May 2024.

JIM SMITH  
Chief Information Officer

DARRYL POLK  
Chief Technology Officer

TRACY TILLMAN  
Deputy Director Admin – IT

ANTHONY CHOGOYI  
Chief Information Security Officer



MARTIN PEREZ, ACIO  
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO  
Converged Communications Bureau

KARAN CHANDRAN, ACIO  
Technology Services Bureau

Date: April 24, 2024  
From: Jim Smith, Chief Information Officer  
To: Purchasing Agent  
Via: Krishna Lawrence, Administrative Service Analyst  
Subject: Single Source Peoplesoft Human Capital Management (HCM) and Peoplesoft Financial applications (FIN) licenses and support

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*) **Note:** Once signed by the Department Head and PCS (Signature Line below) Email completed SSJ to: [psolesource@rivco.org](mailto:psolesource@rivco.org).

1. **Supplier being requested:** CherryRoad Technologies, Inc.
2. **Vendor ID:** 0000243837
3.  **Single Source**                       **Sole Source**  
(*Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available*)

(*Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements*)

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number*).

**Yes**     **No**

- 4a. **Was the request approved for a different project?**

**Yes**     **No**



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

*(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. All insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)*

Peoplesoft Human Capital Management (HCM) and Peoplesoft Financial applications (FIN) licenses and support subscription renewal.

**6. Unique features of the supply/service being requested from this supplier.** *(If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)*

The PeopleSoft HCM and FIN systems are a vital part of Riverside County's operations that are relied upon for general ledger, accounts payable, accounts receivable, billing, contract management, asset management, project costing, inventory, purchasing, human resources, payroll, and employee benefits. The ability to procure goods and services and pay employees and vendors is critical to County operations in delivering services to residents and businesses.

A reseller agreement will be created with CherryRoad Technologies, Inc, to provide Peoplesoft Human Capital Management (HCM) and Peoplesoft Financial applications (FIN) licensing and support from July 1, 2024, through June 30, 2025. Specifically, this approval pertains to Oracle technical support for PeopleSoft software licenses owned by the County. The renewal requires an agreement with our current business partner, CherryRoad Technologies, at an annual cost not exceeding \$1,309,452 for a one-year term as well as to approve the payment of Incremental Licenses Fees (ILF) for a total amount of \$930,511.

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

The County of Riverside has established a longstanding and successful partnership with CherryRoad, which has been instrumental in facilitating multiple upgrades and support renewals of PeopleSoft applications. Their contributions have played an essential role in ensuring seamless upgrades and operational stability.

**8. Period of Performance:** From: July 1, 2024 to June 30, 2025

Is this an annually renewable contract?       No                       Yes

Is this a fixed-term agreement:                       No                       Yes

*(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)*

**9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. 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.**



met by the selected supplier. Additional contingency increase of up to \$400,000 to be approved via Minute Order action item. Total NTE \$2,639,963 for FY24/25

Not to exceed:

One-time \$ \_\_\_\_\_

Annual Amount \$ 2,239,963 / per fiscal year through 6/30/2024 (date)  
(If Annual Amount Varies each FY)

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

FY \_\_\_\_\_ : \$ \_\_\_\_\_

Reviewed by Procurement Contract Specialist (PCS):

Signature: Linda Fakhouri 

Date: 05/01/2024

Melissa Curtis

5/6/2024

24-240

Purchasing Agent

Date

Approval Number  
(Reference on Purchasing Documents)