

Master Services Agreement for Services of Independent Contractor by and between the County of Santa Barbara and Simpler Systems

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Simpler Systems, Inc., a California corporation with an address at PO Box 2303, Santa Barbara, CA 93101 ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party").

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and is willing to perform such services, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Karen Leichtweis at phone number 805-568-2694 and email kleichtweis@countyofsb.org is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Keri Collins at phone number 805-612-6673 and email keri@simplersystems.com is the authorized representative for CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Karen Leichtweis
General Services, Procurement Services
260 N San Antonio Rd
Santa Barbara, CA 93110

To CONTRACTOR: Keri Collins
Simpler Systems
PO Box 2303
Santa Barbara, CA 93101

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR shall provide to COUNTY the services (the "Services") set out in statements of work to be issued by COUNTY and accepted by CONTRACTOR (each, a "Statement of Work"). The initial accepted Statements of Work are attached hereto as Exhibit A-1 through A-4 and incorporated herein by reference. Additional Statements of Work substantially in the same form as the Statements of Work attached hereto shall be deemed accepted and incorporated into this Agreement only if signed by each Party's duly authorized designated representative. For purposes of this Agreement, the COUNTY Purchasing Agent is the designated agent of the COUNTY who is duly authorized to accept and sign such additional Statements of Work on behalf of COUNTY.

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4. TERM

The effective date of this Agreement is the first date that this Agreement is duly executed by all of the parties hereto ("Effective Date"), and the Agreement shall terminate upon completion of the Services under all Statements of Work, but no later than June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement. The Agreement covers Services (including licenses) provided from the dates specified in the individual Statements of Work, which in some cases commenced prior to the Effective Date.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference, in a maximum aggregate amount not to exceed the Maximum Contract Amount set forth in Exhibit B. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees) shall perform all of the Services under this Agreement as an independent contractor as to COUNTY, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations hereunder in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement. CONTRACTOR has no authority to commit, act for or on behalf of COUNTY, or to bind COUNTY to any obligation or liability.

7. STANDARD OF PERFORMANCE

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

8. DEBARMENT AND SUSPENSION

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CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this

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Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY in each instance.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, as this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

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17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement, and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, State or COUNTY governments, or sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as

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COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections herein, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all Exhibits attached hereto, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties and by no other means. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

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27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. ORDER OF PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in the numbered sections of this Agreement shall prevail over those in the Exhibits, other than Exhibit C. If any Statement of Work, or quotes provided by CONTRACTOR incorporated into a Statement of Work, include any standard printed terms from CONTRACTOR, or any hyperlinks to standard terms or other provisions from CONTRACTOR ("CONTRACTOR's Terms"), CONTRACTOR agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between the COUNTY's terms set forth in the numbered sections of this Agreement and Exhibits B, and C hereto, on the one hand, and CONTRACTOR's Terms, on the other, the County's terms shall take precedence and control, followed by (i) task orders or similar orders issued by a COUNTY department pursuant to a Statement of Work, and then (ii) CONTRACTOR's Terms, if any.

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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel

DocuSigned by:
Lauren Wideman
By: _____
8F464D822C84458...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA, CPFO

Auditor-Controller

DocuSigned by:
Betsy M. Schaffer
By: _____
A99ED5BD71D04FB...
Deputy

APPROVED AS TO FORM:

Gregory Milligan

Risk Management

DocuSigned by:
Gregory Milligan
By: _____
DC240AC1E64247D...
Risk Manager

BOARD AUTHORIZATION EXECUTION:

Date: 12/12/2023

Minute Order Number: 23-01190

APPROVED AS TO FORM:

Phung Loman

General Services – Procurement Services

DocuSigned by:
Phung Loman
By: _____
5995E83913B84A5...
Chief Procurement Officer

CONTRACTOR:

Simpler Systems, Inc.

DocuSigned by:
Rick Schaffer
By: _____
7E833058S17E+CG...
Authorized Representative

Name: Rick Schaffer

Title: President

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EXHIBIT A-1

STATEMENT OF WORK

Simpler Systems

December 12, 2023 – June 30, 2024

OVERVIEW

The County utilizes Simpler Systems for the purpose of managing and maintaining Simpler datapps and applications within various County departments. This engagement encompasses the modification, enhancement, or creation of datapps, necessitated by legislative amendments, organizational modifications, the introduction of novel processes, alterations in software infrastructure, or any other events that influence data management and workflow within the County.

The professional services outlined within this contractual statement of work shall be made available to address the dynamic requirements of the County's departments, serving as a proactive response to changes in operational needs.

PROFESSIONAL SERVICES

At the direction of the County Project Manager, or a designee, Simpler Systems will:

- Meet as requested with County staff to review data and identify additional data needs.
- Respond to requests for information and assistance related to the Simpler products in use in the County.
- Analyze data and processes to determine cause(s) of unexpected results and make changes to the datapps based on the results, as directed by project lead(s).
- Modify existing or create new datapps.
- Validate and test datapps.
- Update datapps, configuration, or the synchronization process as needed to support application and environmental changes.
- Train technical staff in synchronization, development, and maintenance processes.
- Train end users on functionality of the datapps.
- Create documentation, as requested by the Project Manager or a designee.

PRICING

For the Professional Services described in this Statement of Work, the County will be charged \$200 per hour.

Professional Services will be invoiced monthly for licensing and actual hours worked during the Term of the Agreement. Invoices will be due within 30 days of their receipt by the County.

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EXHIBIT A-2

STATEMENT OF WORK
Human Resources, Auditor-Controller, Clerk-Recorder
July 1, 2023 – June 30, 2024

Simpler Licensing

LICENSING

For the duration of this Agreement, Simpler hereby grants to County a non-exclusive, nontransferable license (“License”) to use the Simpler Platform to provide data services to users of the County’s:

- ePersonality data – Human Resources
- FIN Financial data – Auditor-Controller
- Property Tax data – Auditor-Controller
- Tyler Recorder data – Clerk-Recorder

The following sections apply to the framework of the applications and not to the templates developed by or for the County.

Source Code

Simpler will provide County the source code to the Simpler Platform. County agrees that the source code provided by Simpler is confidential and agrees to take all reasonable precautions to protect the source code, and preserve its confidential, proprietary and trade secret status. In lieu of continuous access, periodic copies of the source code will be transferred electronically to County by Simpler whenever requested, but not more frequently than semi-annually. Source code is provided to mitigate risk should Simpler Systems no longer be available to support the application. The client will not modify the source code.

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 the Simpler Platform nor in any copy of Simpler software. Simpler shall retain all rights, title, and interest, including all copyrights, in and to the Simpler Platform. All rights in and to the Simpler Platform and the Simpler software not specifically transferred by this Agreement are reserved to Simpler.

License Term

This License is effective July 1, 2023, and the License granted remains in force until this Agreement is terminated in accordance with the provisions of this Agreement. This License also applies to the time period from July 1, 2022 to June 30, 2023 to the extent that it was not already explicitly granted to County during that time period.

MAINTENANCE

County acknowledges that Simpler Platform 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 Reporting will be provided at no

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additional charge to the County. Simpler reserves the right to modify or replace the hosted Simpler Platform at any time with a newer version of Simpler Platform to incorporate any or all upgrades, enhancements, and bug fixes; provided, however, that newer version of Simpler Platform does not result in any loss or decrease in functionality available to the County. Simpler is not obligated to provide or incorporate upgrades, enhancements, or bug fixes unless failure to do so infringe upon the execution of any of Simpler's other obligations under this Agreement.

INCIDENT PROCESS

The incident process is initiated by contacting Simpler Systems and reporting an issue. There are two (2) methods available to contact User Support.

- a. Email – Requests for support can be sent via email to Simpler resources assigned to the County, or utilize the company email address for user support, support@simplersystems.com.
- b. Telephone – Users may call Simpler resources assigned to the County directly, or if representatives are unavailable and immediate response is required, call the main line 805.882.1848 during support hours.

HOSTING

Simpler Hosted

The following Simpler application is currently hosted by Simpler:

- Tyler Recorder data – Clerk-Recorder

Simpler will be solely responsible for maintaining all software products running on servers utilized by the Simpler 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. Simpler is responsible for regular monitoring for version upgrades and patches and will test and install upgraded software to Simpler application and database servers in a timely manner.

County Hosted

The following Simpler applications are currently hosted onsite by the County:

- ePersonality data – Human Resources
- FIN Financial data – Auditor-Controller
- Property Tax data – Auditor-Controller

For the term of this Agreement, the County will provide continuous access to the servers hosting the Simpler applications and databases via County standards for remote access.

The County will be solely responsible for maintaining all software products running on servers utilized by the Simpler 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 Simpler application and database servers in a timely manner.

INTELLECTUAL PROPERTY

This is an agreement to provide Licensing for a limited time only, and in no way establishes an obligation upon Simpler Systems to sell the Simpler Platform or any modifications to the application to the County or to make

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the Simpler Platform available to the County beyond the term of the Agreement.

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

PRODUCT WARRANTY

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:

- Determining that use of the Simpler Platform and datapps as described herein and in the Simpler documentation will achieve the results (such as organizational efficiencies) desired by County;
- Ensuring the accuracy of any data input by County;
- Establishing adequate backup provisions for backing up County’s data.

PRICING

For the license and maintenance of Human Resources, Clerk / Recorder/ Assessor and Auditor datapps:

Licensing & Maintenance	Annual
ePersonality Datapps	\$27,500
Clerk/Recorder/Assessor Datapps	\$7,920
Auditor Datapps	\$27,500

Simpler Systems will invoice the County monthly, quarterly, or biannually, as requested by County. Invoice payment will be due within 30 days of receipt by the County of such invoice.

The amounts listed above cover the time period from July 1, 2023 to June 30, 2024. They include any amounts already paid by the County under any Purchase Orders for the time period from July 1, 2023 to June 30, 2024.

The fee for license and maintenance of Auditor Datapps for the time period from July 1, 2022 to June 30, 2023 was \$25,000. Related to that fee, the Board of Supervisors of the County hereby approves and ratifies the payments totaling \$20,833.30 that were made by County to Simpler Systems for the license and maintenance of Auditor Datapps under Purchase Order CN2765 for the time period from July 1, 2022 to June 30, 2023. Also for that time period, the Board approves and ratifies payment of the remaining \$4,166.70 to be made by the County to Simpler Systems.

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EXHIBIT A-3

STATEMENT OF WORK
Auditor-Controller
May 1, 2023 – June 30, 2024

Simpler Academy

BACKGROUND

The Santa Barbara County Auditor-Controller Department has previously engaged Simpler Systems to assist in modernizing its information technology staff and applications to prepare for the implementation of a new County-wide financial and human resources system. During the 2022-23 fiscal year, Simpler Systems worked in-depth with the department's FACS, Payroll, Financial Reporting, and ARTA divisions, and its managers and IT professionals, to prioritize readiness for organization-wide change. Simpler Systems also participated in discussions with the County's Workday Project team to maintain alignment with the overall County direction towards an enterprise-wide system. Accordingly, Simpler Systems proposes to continue its engagement with the Auditor-Controller in the following areas.

SCOPE

IT VISIONING

Conduct quarterly department-wide visioning meetings with managers and staff to maintain a focus on long-term modernization of information technology staff and applications.

TRANSFORMATIONAL GUIDANCE

Continue ongoing transformational guidance meetings with individuals who are responsible for the implementation of Workday and related applications. Identify potential risks and concerns around people and processes and discuss with Auditor-Controller executive staff.

LEADERSHIP COACHING

Work with individuals in Auditor-Controller IT management roles to develop effective leadership and governance skills. Assist with communication and conflict resolution between operational, technology, and management staff.

SYSTEMS INFRASTRUCTURE

Continue to develop and deploy frameworks and tools that Auditor-Controller IT professionals can use to build innovative solutions for the automation of important business functions. Address critical common aspects of application development such as security, auditability, integration, infrastructure, and support in ways that are compatible with the long-term direction of County enterprise systems. Promote the office-wide adoption and utilization of the "Actions Framework".

ARTA DIVISION

Continue to develop and deploy information technology solutions to address important business processes in the ARTA division, such as State revenue apportionments, fixed charges, APS / Aumentum integration, property tax refunds and taxpayer customer service. Work closely with ARTA staff to replace legacy applications and processes with more efficient solutions.

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FACS, PAYROLL, FINANCIAL REPORTING AND SYSTEMS DIVISIONS

Monitor the ongoing efforts of divisional managers and IT professionals to implement the Workday system and where necessary provide guidance and recommendations.

WORKDAY PROJECT

Provide strategic guidance, system architecture, and management of software development services in support of County system data conversion (FIN, ePersonality, and Payroll) and existing County system integrations to the new Workday enterprise system. Coordinate with Auditor-Controller staff and the Workday Project team to support a smooth transition from legacy systems to Workday.

DELIVERABLES

IN-PERSON

1. Meet weekly with Auditor-Controller executives to review issues and opportunities related to all systems staff and projects.
2. Meet at least once per month with willing Auditor-Controller management and IT staff to understand current needs and challenges.
3. Meet bi-weekly with ARTA project staff to implement systems and improve business processes.
4. Meet quarterly with Auditor-Controller management and IT staff as a group to review long-term strategy.
5. Meet on an on-going basis with Auditor-Controller IT staff to provide overall guidance and support in developing new automation solutions.
6. Meet on an on-going basis with Workday Project management and staff to provide overall guidance and support for data conversion and integration needs.

SOFTWARE

1. Maintain and enhance the previously delivered "Actions Framework" software, consisting of a web-based application and Windows services to manage and record the execution of automated Auditor- Controller procedures.
2. Maintain and enhance the previously delivered "State Apportionments" software, a web-based application and related automation scripts that supports the receipt and distribution of state revenues.
3. Maintain and enhance the previously delivered "Fixed Charges" software, a web-based application and related automation scripts to support the submission, validation, and import of secured parcel fixed charges.
4. Continue to design, develop, and implement a web-based data store and automation scripts to improve the integration of the Assessor Parcel System and Aumentum.
5. Design, develop, and implement web-based portals to improve responsiveness to taxpayers with issues related to secured tax payments and refunds.

PRICING

Simpler Academy shall be conducted over 12 months for the time period July 1, 2023 to June 30, 2024 at a cost of \$15,000 per month. Payments by COUNTY for the services and deliverables under this Exhibit A-3, including, but not limited to, Simpler Academy, shall not exceed an aggregate amount of **\$135,000**. The Parties acknowledge and agree that the COUNTY has already paid \$45,000 to CONTRACTOR for Simpler Academy for the months of July, September, and October 2023 under County Purchase Order CN5810. This Agreement otherwise supersedes County Purchase Order CN5810.

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In addition, COUNTY shall pay the remaining balance of \$20,833.30 in full payment and satisfaction of CONTRACTOR invoice numbers 2130 and 2164 for Simpler Academy for the months of May and June 2023.

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EXHIBIT A-4

**STATEMENT OF WORK
Auditor-Controller
July 1, 2023 – June 30, 2024**

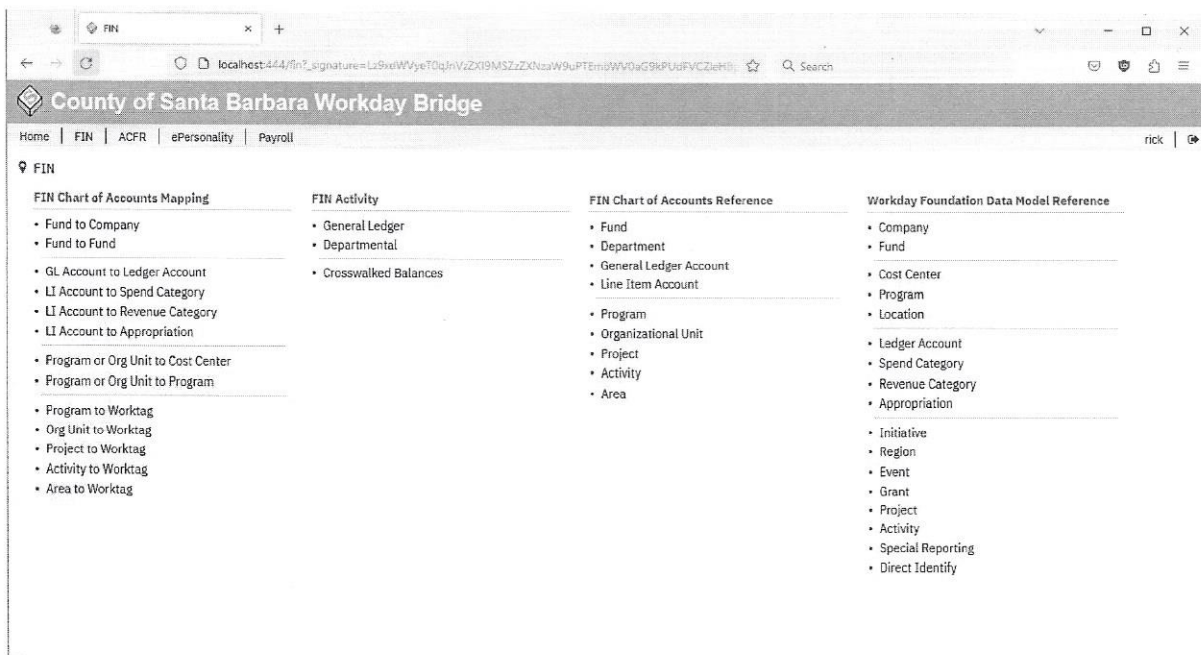
Simpler Workday Bridge

OVERVIEW

Create a comprehensive and integrated set of web applications and Python scripts that will allow the County of Santa Barbara Workday Project Team to manage and control the data necessary to accurately post financial activity from the County's legacy FIN system to Workday.

DATA ANALYSIS SITE

Develop a Simpler Systems hosted web site to provide 45+/- Simpler Datapps that will allow the Workday Project Team to analyze all relevant conversion data (see screenshot below).



Datapps will be organized into the following categories:

- I. FIN Chart of Accounts Mapping – One Datapp for each mapping relationship between a set of FIN Chart of Accounts and a Workday Foundation Data Model field or Worktag, and a Datapp for the constructed Crosswalk.
- II. FIN Activity – Datapps for review of aggregated FIN activity, a Datapp for the constructed journal entries that will post aggregated FIN activity to Workday.
- III. FIN Chart of Accounts Reference – One Datapp for each FIN Chart of Accounts field.
- IV. Workday Foundation Data Model Reference – One Datapp for each Workday Foundation Data Model field or Worktag.

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Additional Datapps will be developed as necessary for administration and configuration.

Authentication and authorization to access the site and Datapps will be controlled by the County's Active Directory.

DATA IMPORT

Develop a Python script to parse, format, and upload to the Bridge site the following FIN to Workday Mapping Excel workbooks:

- Companies.xlsx
- Funds.xlsx
- Departments.xlsx
- GLAccounts.xlsx
- LineItemAccounts.xlsx
- Programs.xlsx
- OrganizationUnits.xlsx
- Projects.xlsx
- Activities.xls
- Areas.xlsx

Develop Python scripts that parse, format, and upload to the Bridge site all Workday Foundation Data Model extracts, or alternatively, develop a Python script to use the Workday API to query the Workday Foundation Model directly.

Configure the Auditor-Controller's Actions system to allow the Workday Project Team to execute these scripts on demand.

Install and configure the Simpler Sync service on an Auditor-Controller server to perform a daily synchronization of the following FIN datasets:

- Funds
- General Ledger Accounts
- Line-Item Accounts
- Departments
- Programs
- Organizational Units
- Projects
- Activities
- Areas
- Aggregated Financial Transactions

DATA VALIDATION

Develop a Python script that identifies any inconsistencies or incompleteness in the Workday Foundation Data Model tables and FIN to Workday Mapping tables, and then creates and uploads a dataset for analysis to the Bridge website.

Configure the Auditor-Controller's Actions system to schedule the validation script to run after every FIN data sync as well as allow the Workday Project Team to execute the validation script on demand.

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CROSSWALK

Develop a Python script that queries all relevant Workday and FIN data, compiles a Crosswalk Excel workbook, and then uploads the Crosswalk dataset for analysis to the Bridge web site. The Crosswalk will associate each unique FIN account combination posted during the active Workday tenant's conversion window to a set of Workday accounts and Worktags.

Additionally, develop a Python script that applies the compiled Crosswalk to aggregated FIN financial transactions to create Workday EIB journal entries for posting summary FIN activity.

Configure the Auditor-Controller's Actions system to schedule the Crosswalk scripts to run after every FIN data sync as well as allow the Workday Project Team to execute the Crosswalk scripts on demand.

FULL ACCRUAL ACCOUNTING ENTRIES

Support the Workday Project Team in using the Bridge Datapps to construct full accrual accounting entries from the Annual Comprehensive Financial Report database.

PROJECT PHASES

The Project will consist of four (4) phases as follows:

PHASE I

Phase I will consist of:

- Creating the Data Analysis Site
- Data Import
- Data Validation
- Crosswalks
- Construction of Full Accrual Accounting Entries

PHASES II THROUGH IV

Phases II through IV will consist of:

- Continuation of Data Validation
- Updating and Creating new Crosswalks, as needed
- Data Analysis as requested by Client
- Modify and enhance Full Accrual Accounting Entries
- Additional development, as requested by Client
- Training, as needed
- Project Documentation and User Guide

PRICING

Implementation

Professional Services – The Professional Services pricing is based on time and materials and will be invoiced monthly for actual hours worked at \$200 per hour. The hours for each phase are flexible and can be adjusted at the request of the County.

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Description	Est Hours	Amount
Phase I	250	\$50,000
Phase II	250	\$50,000
Phase III	250	\$50,000
Phase IV	250	\$50,000
TOTAL:		200,000

Additional analysis and development can be requested at the Professional Services hourly rate of \$200 per hour.

Payment Terms

Simpler Systems will invoice periodically, but no more frequently than monthly, starting one month after the Effective Date.

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$500,000** ("Maximum Contract Amount") during the Term.
- B. Payment for services and reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology set forth in Exhibits A-1 through A-4, above, as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the contracting Department an invoice for the Services performed by CONTRACTOR for such Department during the immediately preceding month. Each invoice must clearly identify the Services performed and must reference the assigned Master Service Agreement Contract Number. The contracting Department shall evaluate the quality of the Services performed and, if found to be satisfactory, shall initiate payment processing via Purchasing. COUNTY shall pay invoices or claims for satisfactory Services within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings, or to seek any other legal remedy.

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EXHIBIT C

**Indemnification and Insurance Requirements
(For Information Technology Contracts)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability Insurance:** 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 the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy

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violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not

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replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.