

**AMENDMENT NO. 2 TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR  
(CONTRACT NO. BC-13107)**

This Amendment No. 2 hereby amends the Agreement dated April 9, 2013, as previously amended, between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Simpler Systems, Inc., a California corporation (Simpler Systems), having its principal place of business at 627 Island View Drive, Santa Barbara, California 93109 (hereafter CONTRACTOR).

WHEREAS, CONTRACTOR has been providing consulting and assisting to COUNTY, including, assisting the Auditor in implementation of the Property Tax System for COUNTY; and

WHEREAS, COUNTY finds it necessary to extend CONTRACTOR's contractual services for COUNTY, including, but not limited to, working with COUNTY to complete implementation of the Property Tax System, and to provide consulting, system testing, documentation and training; and

WHEREAS, the parties wish to extend the term and increase the not-to-exceed amount of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Section 4, Term, is replaced by the following: CONTRACTOR shall commence performance on April 9, 2013 and end performance upon completion, but no later than June 30, 2016, unless otherwise directed by COUNTY or unless earlier terminated.
2. Exhibit A is replaced by the attached Exhibit A.
3. Exhibit B, Section A is hereby amended to read as follows: "For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$600,000."
4. Attachment B1 is replaced by the attached Attachment B1.
5. Exhibit C is replaced by the attached Exhibit C.

The listed hourly rates in the Agreement shall remain the same throughout the revised term of the Agreement. All other terms remain in full force and effect.

Amendment No. 2 to Agreement for Services of Independent Contractor between the County of Santa Barbara and Simpler Systems, Inc.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to be effective on the date executed by COUNTY.

ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

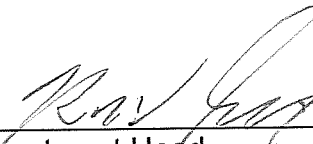
By: \_\_\_\_\_  
Deputy Clerk

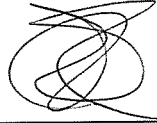
By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:  
DEPARTMENT HEAD

CONTRACTOR:  
SIMPLER SYSTEMS, INC.

By:  \_\_\_\_\_  
Department Head

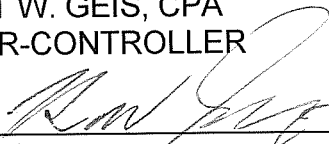
By:  \_\_\_\_\_  
(Authorized Representative)

Name: Darry Tougher  
Title: Vice-President


APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By:  \_\_\_\_\_  
Deputy County Counsel

By:  \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
RISK MANAGEMENT

By:  \_\_\_\_\_  
Risk Management

**EXHIBIT A  
STATEMENT OF WORK  
GRM Reports Project Proposal: Phase 1  
Work Description for Simpler Systems**

**Introduction**

This document defines the project work to be done by CONTRACTOR for the COUNTY in support of the property tax system replacement project. Because this contract supersedes and replaces existing P.O. CN13924 covering system architecture, programming and consulting related to multiple other County financial system applications, those on request services are also included in this contract.

The first phase of this reporting project will include the following work: 1) development of minimum basic reports needed to support property tax processing and operations, 2) assistance with conversion of historical data from existing mainframe system to GRM, and 3) other implementation tasks as assigned. A future second phase, post GRM implementation, will include 1) additional reports for analysis and management review, and 2) additional system development tasks as assigned.

**Project Timeline**

The estimated go live date for GRM is August of 2014.

Reports development work will start in January 2013 and span until the go live date. Depending on the scope of the reports needed as determined during the gap reconciliation, more development may be needed after go live. It is also anticipated that additional work may be needed up to a few months after that date to help answer questions, fix bugs, and ultimately transition support back to COUNTY staff.

Data conversion work began January 2013 under a prior P.O. and will span until the go live date. Other implementation tasks, such as assistance with system interfaces and related system modifications, may be required. Additional system changes may be needed after go live.

The second phase of the reports development work and system enhancements is anticipated to commence after go live while processing using GRM. Additional system development tasks may also be assigned at that time, including process reconciliations and other tasks as needed.

**Project Management**

The COUNTY technical project manager is Amy Herron, Financial Systems Division Chief in the Auditor-Controller's office. Project work will be coordinated with a designated CONTRACTOR project manager, Trevor Lysek. The CONTRACTOR project manager will assign resources as appropriate to complete the project work. The project managers will jointly prepare a weekly status update for this project.

All project work files, including written code and documentation, will be stored on COUNTY servers. Source code for the Simpler reporting code libraries is already licensed under the COUNTY existing contract with CONTRACTOR. Additional custom code and reporting frameworks developed by CONTRACTOR will be owned by CONTRACTOR which retains exclusive rights to its further sale, distribution and installation at other agencies, but COUNTY retains a perpetual license to use such code and framework. All custom code that is developed for the project may be checked into the COUNTY Subversion source control database and may be modified as necessary by COUNTY staff.

Reporting website will be hosted by the COUNTY.

Remote access will be configured for assigned CONTRACTOR staff and a virtual workstation will be provided.

## **Project Work Description & Deliverables**

This project will include the following major tasks:

1. Learn the GRM database model, attend & view training sessions
2. Develop queries and/or views against GRM data
3. Analysis to determine if separate reporting warehouse for querying is needed
4. Set up a fully functioning property tax reporting website for the County
5. Determine authentication method (County Passport or GRM web service)
6. Define and create basic CONTRACTOR reports against the County's existing PropTaxMainframe database that will allow users to extract and compare information from a selection of all tables & columns
7. Define and create CONTRACTOR reports against the new GRM database:
  - Basic reports (show all tables & columns) and views
  - Summaries to help tie out data conversion totals
  - Inquiry screen to look up individual bills (drill down to from summaries)
  - List of reports selected to develop internally per GRM gap reconciliation
  - Additional reports to be determined
8. Build functionality to allow users to save report definitions for future use
9. Assistance with creating SSRS reports in GRM as needed
10. Provide basic reports training & documentation for users
11. Provide technical training & documentation for County developers
12. Assistance with conversion of historical data from mainframe to GRM
13. Other implementation & system development tasks for property tax systems as needed

The majority of the work is expected to start in April 2013 and complete in July 2014. The plan is to roll out the reports in phases. Contractor will deliver major project work products according to the following schedule:

January 2013

- GRM database model training (#1 above)
- Set up infrastructure needed for development – County
- Basic reports against tables in PropTaxMainframe (#6 above)

February – April 2013

- GRM Inquiry screens (#7 above)
- GRM Summary reports (#7 above)
- Testing & validation, user documentation & training, roll out to users (#11 above)

May 2013 – July 2014 (go live)

- GRM Gap recon list (#7 above)
- Additional requirements & updates identified

August 2014 – June 2016

- Additional requirements & updates identified (#13 above)

## **Work Associated with Financial Systems Other Than GRM**

Because this contract supersedes and replaces existing P.O. CN13924 covering system architecture, programming and consulting related to multiple other County financial system applications, those on request services are also included in this contract and scope of work.

**Suspension for Convenience.** COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

## Attachment B1

Project manager:

Hourly rate = \$165

Estimated hours = 1,300

Estimated fees = \$214,500

Project staff:

Hourly rate = \$165

Estimated hours = 2,336

Estimated fees = \$385,500

Contract Not To Exceed \$600,000

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.
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.

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 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.