

1 these services provided, however, that access to City documents, records, and the
2 like, if needed by Consultant, shall be available only during City's normal business
3 hours and provided that milestones for performance, if any, are met.

4 C. Consultant has requested to receive regular payments. City
5 shall pay Consultant in due course following receipt from Consultant and approval
6 by City of invoices showing the services or task performed, the time expended (if
7 billing is hourly), and the name of the Project. Consultant shall certify on the
8 invoices that Consultant has performed the services in full conformance with this
9 Agreement and is entitled to receive payment.

10 D. Consultant represents that Consultant has obtained all
11 necessary information on conditions and circumstances that may affect its
12 performance and has conducted site visits, if necessary.

13 E. CAUTION: Consultant shall not begin work until this
14 Agreement has been signed by both parties and until Consultant's evidence of
15 insurance has been delivered to and approved by the City.

16 2. TERM. The term of this Agreement shall commence on
17 August 1, 2012, and shall terminate on July 31, 2014, unless
18 terminated earlier, as provided in this Agreement.

19 3. COORDINATION AND ORGANIZATION.

20 A. Consultant shall coordinate its performance with City's
21 representative, Elizabeth Haynes. Consultant shall advise and inform City's
22 representative of the work in progress on the Project in sufficient detail so as to
23 assist City's representative in making presentations and in holding meetings on
24 the Project.

25 4. INDEPENDENT CONTRACTOR. In performing its services,
26 Consultant is and shall act as an independent contractor and not an employee,
27 representative, or agent of City. Consultant shall have control of Consultant's work and
28 the manner in which it is performed. Consultant shall be free to contract for similar

1 services to be performed for others during this Agreement provided, however, that
2 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
3 Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from
4 Consultant's compensation, b) City will not secure workers' compensation or pay
5 unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and
6 Consultant is not entitled to any of the usual and customary rights, benefits or privileges
7 of City employees. Consultant expressly warrants that neither Consultant nor any of
8 Consultant's employees or agents shall represent themselves to be employees or agents
9 of City.

10 5. INSURANCE.

11 A. As a condition precedent to the effectiveness of this
12 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
13 duration of this Agreement, from insurance companies that are admitted to write
14 insurance in California and have ratings of or equivalent to A:V by A.M. Best
15 Company or from authorized non-admitted insurance companies subject to
16 Section 1763 of the California Insurance Code and that have ratings of or
17 equivalent to A:VIII by A.M. Best Company the following insurance:

18 (a) Commercial general liability insurance (equivalent in scope to
19 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
20 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
21 coverage shall include but not be limited to broad form contractual liability,
22 cross liability, independent contractors liability, and products and
23 completed operations liability. The City, its boards and commissions, and
24 their officials, employees and agents shall be named as additional
25 insureds by endorsement (on City's endorsement form or on an
26 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20
27 26 11 85), and this insurance shall contain no special limitations on the
28 scope of protection given to the City, its boards and commissions, and

1 their officials, employees and agents. This policy shall be endorsed to
2 state that the insurer waives its right of subrogation against City, its boards
3 and commissions, and their officials, employees and agents.

4 (b) Workers' Compensation insurance as required by the California
5 Labor Code and employer's liability insurance in an amount not less than
6 \$1,000,000. This policy shall be endorsed to state that the insurer waives
7 its right of subrogation against City, its boards and commissions, and their
8 officials, employees and agents.

9 (c) Commercial automobile liability insurance (equivalent in scope
10 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
11 amount not less than \$500,000 combined single limit per accident.

12 B. Any self-insurance program, self-insured retention, or
13 deductible must be separately approved in writing by City's Risk Manager or
14 designee and shall protect City, its officials, employees and agents in the same
15 manner and to the same extent as they would have been protected had the policy
16 or policies not contained retention or deductible provisions.

17 C. Each insurance policy shall be endorsed to state that
18 coverage shall not be reduced, non-renewed, or canceled except after thirty (30)
19 days prior written notice to City, shall be primary and not contributing to any other
20 insurance or self-insurance maintained by City, and shall be endorsed to state that
21 coverage maintained by City shall be excess to and shall not contribute to
22 insurance or self-insurance maintained by Consultant. Consultant shall notify the
23 City in writing within five (5) days after any insurance has been voided by the
24 insurer or cancelled by the insured.

25 D. If this coverage is written on a "claims made" basis, it must
26 provide for an extended reporting period of not less than one hundred eighty (180)
27 days, commencing on the date this Agreement expires or is terminated, unless
28 Consultant guarantees that Consultant will provide to the City evidence of

1 uninterrupted, continuing coverage for a period of not less than three (3) years,
2 commencing on the date this Agreement expires or is terminated.

3 E. Consultant shall require that all subconsultants or contractors
4 which Consultant uses in the performance of these services maintain insurance in
5 compliance with this Section unless otherwise agreed in writing by City's Risk
6 Manager or designee.

7 F. Prior to the start of performance, Consultant shall deliver to
8 City certificates of insurance and the endorsements for approval as to sufficiency
9 and form. In addition, Consultant, shall, within thirty (30) days prior to expiration of
10 the insurance, furnish to City certificates of insurance and endorsements
11 evidencing renewal of the insurance. City reserves the right to require complete
12 certified copies of all policies of Consultant and Consultant's subconsultants and
13 contractors, at any time. Consultant shall make available to City's Risk Manager
14 or designee all books, records and other information relating to this insurance,
15 during normal business hours.

16 G. Any modification or waiver of these insurance requirements
17 shall only be made with the approval of City's Risk Manager or designee. Not
18 more frequently than once a year, the City's Risk Manager or designee may
19 require that Consultant, Consultant's subconsultants and contractors change the
20 amount, scope or types of coverages required in this Section if, in his or her sole
21 opinion, the amount, scope, or types of coverages are not adequate.

22 H. The procuring or existence of insurance shall not be
23 construed or deemed as a limitation on liability relating to Consultant's
24 performance or as full performance of or compliance with the indemnification
25 provisions of this Agreement.

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
27 contemplates the personal services of Consultant and Consultant's employees, and the
28 parties acknowledge that a substantial inducement to City for entering this Agreement

1 was and is the professional reputation and competence of Consultant and Consultant's
2 employees. The parties acknowledge Consultant intends to utilize the services of Cardon
3 Solutions, Inc. for certain steps in the software implantation. Aside from that assignment,
4 neither party may assign or otherwise dispose of its rights or obligations under this
5 Agreement without the prior written consent of the other party. Any unapproved
6 assignment or delegation shall be void, and any assignee or delegate shall acquire no
7 right or interest by reason of an attempted assignment or delegation

8 7. CONFLICT OF INTEREST. Consultant, by executing this
9 Agreement, certifies that, at the time Consultant executes this Agreement and for its
10 duration, Consultant does not and will not perform services for any other client which
11 would create a conflict, whether monetary or otherwise, as between the interests of City
12 and the interests of that other client. Consultant shall obtain similar certifications from
13 Consultant's employees, subconsultants and contractors.

14 8. MATERIALS. Consultant shall furnish all labor and supervision,
15 supplies, materials, tools, machinery, equipment, appliances, transportation, and services
16 necessary to or used in the performance of Consultant's obligations under this
17 Agreement.

18 9. OWNERSHIP OF DATA. All material, information and data
19 furnished to Consultant, by City, in connection with this Agreement, including but not
20 limited to documents, estimates, calculations, studies, maps, graphs, charts, computer
21 disks, computer source documentation, samples, models, reports, summaries, drawings,
22 designs, notes, plans, information, material, and memorandum ("Data") shall be the
23 exclusive property of City. Copies of Data may be retained by Consultant but Consultant
24 warrants that Data shall not be made available to any person or entity for use without the
25 prior approval of City. This warranty shall survive termination of this Agreement for five
26 (5) years.

27 Consultant retains all rights to any information, work, invention, or
28 development in any form or medium, including all materials, documents, information,

1 software, or technology, created by Consultant as a result of performing the services
2 except as otherwise provided in this Agreement. The application is the property of
3 Consultant and Consultant retains all intellectual property rights to SimplerSuite, or any
4 modifications thereof, or enhancements created as part of customization services
5 performed on behalf of the City.

6 10. TERMINATION. Either party shall have the right to terminate this
7 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
8 prior notice to the other party. In the event of termination under this Section, City shall
9 pay Consultant for services satisfactorily performed and costs incurred up to the effective
10 date of termination for which Consultant has not been previously paid.

11 11. CONFIDENTIALITY. The obligations of confidentiality and
12 nondisclosure survive the termination of this Agreement. Either party may disclose to
13 other party information, data, concepts, ideas, processes, methods, techniques, formulas,
14 know-how, trade secrets, and improvements which are confidential and proprietary to the
15 disclosing party (hereinafter referred to as "Confidential Information") so that Consultant
16 can perform the Services. Confidential Information shall remain the property of the
17 disclosing party. The receiving party agrees to hold all Confidential Information in
18 confidence and will exercise the same degree of care to prevent disclosure to others as it
19 takes to preserve and safeguard his/its own Confidential Information, but not less than a
20 reasonable degree of care. The receiving party agrees not to disclose otherwise
21 disseminate the Confidential Information to others. The receiving party will not reproduce
22 Confidential Information nor use Confidential Information commercially or for any purpose
23 other than the performance of his or its obligations under this Agreement.

24 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
25 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
26 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
27 without breach of this Agreement by Consultant; or (c) a third party who has a right to
28 disclose does so to Consultant without restrictions on further disclosure; or (d) must be

1 disclosed pursuant to subpoena or court order.

2 13. ADDITIONAL COSTS AND REDESIGN.

3 A. Any costs incurred by the City due to Consultant's failure to
4 meet the standards required by the scope of work or Consultant's failure to
5 perform fully the tasks described in the scope of work which, in either case,
6 causes the City to request that Consultant perform again all or part of the Scope of
7 Work shall be at the sole cost of Consultant and City shall not pay any additional
8 compensation to Consultant for its re-performance.

9 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
10 amended, nor any provision or breach waived, except in writing signed by the parties
11 which expressly refers to this Agreement.

12 15. LAW. This Agreement shall be governed by and construed pursuant
13 to the laws of the State of California (except those provisions of California law pertaining
14 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
15 regulations of and obtain all permits, licenses, and certificates required by all federal,
16 state and local governmental authorities.

17 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
18 constitutes the entire understanding between the parties and supersedes all other
19 agreements, oral or written, with respect to the subject matter in this Agreement.

20 17. INDEMNITY. Consultant shall, with respect to services performed in
21 connection with this Agreement, indemnify and hold harmless the City, its Boards,
22 Commissions, and their officials, employees and agents (collectively in this Section,
23 "City") from and against any and all liability, claims, demands, damage, loss, causes of
24 action, proceedings, penalties, costs and expenses (including attorney's fees, court
25 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims
26 include allegations and include Claims for property damage, personal injury or death
27 arising in whole or in part from any negligent act or omission of Consultant, its officers,
28 employees, agents, sub-consultants, or anyone under Consultant's control (collectively

1 "Indemnitor"); recklessness; and willful misconduct. Independent of the duty to
2 indemnify, but only to the extent permitted by law and specifically by Civil Code Section
3 2782.8, and as a free-standing duty on the part of Consultant, Consultant shall defend
4 City and shall continue this defense until the Claim is resolved, whether by settlement,
5 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on
6 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
7 notify the City of any Claim within ten (10) days. Likewise, City shall notify Consultant of
8 any Claim, shall tender the defense of the Claim to Consultant, and shall assist
9 Consultant at Consultant's sole expense, as may be reasonably requested, in the
10 defense.

11 18. AMBIGUITY. In the event of any conflict or ambiguity between this
12 Agreement and any Exhibit, the provisions of this Agreement shall govern.

13 19. COSTS. If there is any legal proceeding between the parties to
14 enforce or interpret this Agreement or to protect or establish any rights or remedies under
15 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

16 20. NONDISCRIMINATION.

17 A. In connection with performance of this Agreement and subject
18 to applicable rules and regulations, Consultant shall not discriminate against any
19 employee or applicant for employment because of race, religion, national origin,
20 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
21 disability. Consultant shall ensure that applicants are employed, and that
22 employees are treated during their employment, without regard to these bases.
23 These actions shall include, but not be limited to, the following: employment,
24 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or
25 termination, rates of pay or other forms of compensation, and selection for training,
26 including apprenticeship.

27 B. It is the policy of City to encourage the participation of
28 Disadvantaged, Minority and Women-owned Business Enterprises in City's

1 procurement process, and Consultant agrees to use its best efforts to carry out
2 this policy in its use of subconsultants and contractors to the fullest extent
3 consistent with the efficient performance of this Agreement. Consultant may rely
4 on written representations by subconsultants and contractors regarding their
5 status. Consultant shall report to City in May and in December or, in the case of
6 short-term agreements, prior to invoicing for final payment, the names of all
7 subconsultants and contractors hired by Consultant for this Project and information
8 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
9 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
10 637).

11 21. NOTICES. Any notice or approval required by this Agreement shall
12 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
13 postage prepaid, addressed to Consultant at the address first stated above, and to the
14 City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager.
15 Notice of change of address shall be given in the same manner as stated for other
16 notices. Notice shall be deemed given on the date deposited in the mail or on the date
17 personal delivery is made, whichever occurs first.

18 22. COPYRIGHTS AND PATENT RIGHTS.

19 A. Consultant warrants that the Data does not violate or infringe
20 any patent, copyright, trade secret or other proprietary right of any other party.
21 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
22 and employees harmless from any and all claims, demands, damages, loss,
23 liability, causes of action, costs or expenses (including reasonable attorneys' fees)
24 whether or not reduced to judgment, arising from any breach or alleged breach of
25 this warranty.

26 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
27 that Consultant has not employed or retained any entity or person to solicit or obtain this
28 Agreement and that Consultant has not paid or agreed to pay any entity or person any

1 fee, commission, or other monies based on or from the award of this Agreement,
2 excluding Consultant's agreement with Cardon Solutions. If Consultant breaches this
3 warranty, City shall have the right to terminate this Agreement immediately
4 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
5 due under this Agreement or otherwise recover the full amount of the fee, commission, or
6 other monies.

7 24. WAIVER. The acceptance of any services or the payment of any
8 money by City shall not operate as a waiver of any provision of this Agreement or of any
9 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
10 Agreement shall not constitute a waiver of any other or subsequent breach of this
11 Agreement.

12 25. CONTINUATION. Termination or expiration of this Agreement shall
13 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
14 17, 19, and 22 prior to termination or expiration of this Agreement.

15 26. TAX REPORTING. As required by federal and state law, City is
16 obligated to and will report the payment of compensation to Contractor on Form 1099-
17 Misc. Contractor shall be solely responsible for payment of all federal and state taxes
18 resulting from payments under this Agreement. Contractor shall submit Contractor's
19 Employer Identification Number (EIN), or Contractor's Social Security Number if
20 Contractor does not have an EIN, in writing to City's Accounts Payable, Department of
21 Financial Management. Contractor acknowledges and agrees that City has no obligation
22 to pay Contractor until Contractor provides one of these numbers.

23 27. AUDIT. City shall have the right at all reasonable times during the
24 term of this Agreement and for a period of five (5) years after termination or expiration of
25 this Agreement to examine, audit, inspect, review, extract information from, and copy all
26 books, records, accounts, and other documents of Consultant relating to this Agreement.

27 28. CITY'S RESPONSIBILITIES. Without limiting the generalities of any
28 exclusion set forth in this Agreement, City will be exclusively responsible as between the

1 parties for and Consultant expressly makes no warranty or representation with respect to:

2 A. Determining that Simpler Suite will achieve the results (such
3 as organizational efficiencies) desired by City;

4 B. Selecting, procuring, installing, operating and maintaining
5 computer hardware to run SimplerSuite;

6 C. Ensuring the accuracy of any input data used with
7 SimplerSuite;

8 D. Establishing adequate backup provisions for backing up City's
9 data used in connection with SimplerSuite.

10 29. DISCLAIMER BY CONSULTANT The express warranties and
11 representations set forth in this Agreement are in lieu of and Consultant expressly
12 disclaims all other warranties, conditions, representations (expressed or implied, oral or
13 written), with respect to the services, any products developed as a result of the services,
14 or any activities undertaken by anyone as a result of the services, including all implied
15 warranties or conditions of title, noninfringement, merchantability, or fitness or suitability
16 for any purpose, whether alleged to arise by law, by reason or custom or usage in the
17 trade, or by course of dealing. In addition, Consultant expressly disclaims any warranty
18 or representation to any person other than City with respect to the services, any products
19 developed as a result of the services, or any activities undertaken by anyone as a result
20 of the services. The language in this provision is not meant or intended to negate or be
21 in conflict with provision No. 13 which Consultant agrees to honor.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

SIMPLER SYSTEMS, Inc., a California Corporation

August 3, 2012

By *Brian Fahnestock*

Brian Fahnestock

V.P. Type or Print Name

August 3, 2012

By *Richard K. Schaffer* Title

Richard K. Schaffer

President Type or Print Name

Title

"Consultant"

CITY OF LONG BEACH, a municipal corporation

Sept. 24, 2012

By *[Signature]* **Assistant City Manager**

City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on August 16, 2012.

ROBERT E. SHANNON, City Attorney

By *[Signature]* Deputy

Attachment A

Scope of Work

On May 22, 2012, the Long Beach City Council authorized the City Manager to execute a contract with Simpler Systems, Inc (Simpler) for software licensing and professional services for Simpler's reporting system to be used for the City's new utility customer information system (CIS), the land management and revenue (LMR) system and the enterprise licensing for the use of Simpler reporting technologies on all City software applications. This attachment to that contract serves as a detailed scope of work for the professional services and software licenses.

The contracted services, software licenses are as follows:

1. **LMR (Hansen) Training and Software License:** Software license for use of simpler/gov with the LMR (Hansen) data, and technical training. Training will be delivered in 6 sessions (2 sessions each of 3 different topics).
2. **CIS Reporting:** Development and delivery of 75 defined reports from the City's new CIS or the equivalent work effort by Simpler if the reporting requirements are modified during the implementation period. The reports are listed in Attachment A-1, which is part of this agreement. The report designs will be documented by EP2M, and provided to Simpler by the City.
3. **CIS Software License:** Software license for use of simpler/gov with the CIS data.
4. **Additional CIS Reporting:** Development and delivery of additional CIS reporting (additional reports or additional features) that may be identified during the implementation process and until the expiration of the contract.
5. **Enterprise Software License:** Enterprise-wide software license for use of simpler/gov with any City of Long Beach data. If the City determines after the technical training in item 1 above that the software will not be used city-wide, the enterprise license portion of this agreement may be cancelled.

LMR (Hansen) Training and Software License

Simpler Systems will conduct 6 training sessions (three different topics, each presented twice) for Long Beach staff. Each training session will last approximately 3 hours and will be scheduled during August, September and possibly October 2012. The fee for this training and license project is \$20,000.

Payment terms for this item are as follows:

1. \$10,000 due and payable upon completion of the first 2 training sessions (2 sessions – 1 topic).
2. \$10,000 due and payable upon the completion of the 6 training sessions.

Payment of this fee, in conjunction with payment of the fee for the CIS license, will allow the City to purchase an Enterprise license for \$100,000.

CIS Reporting

Simpler will deliver a sufficient number of reporting templates to produce the 75 defined reports listed in Attachment A-1. As Simpler Systems' reporting templates often deliver dozens of reports from a single template, it is likely that far fewer reporting templates will be delivered. The City anticipates that there may be some changes to the list of defined reports. If this occurs, they may request Simpler to replace one report with another. Simpler will review the level of effort to complete the swap, and will notify the City if the swap can be done within this scope, or will need to be handled in the 'Additional CIS Reporting' phase of the project. The format of the delivered reports may vary from the format of the sample reports provided, and from the detailed report design. The delivered format will be similar to other Simpler reports in use at the City. Simpler will ensure that reports generated by a single template are logical and consistent. Simpler will demonstrate that all required reports are available in the delivered templates.

Payment terms for this item are as follows:

1. \$33,000 due and payable upon the initial delivery of 20 defined reports.
2. \$15,000 due and payable upon the initial delivery of an additional 20 defined reports.
3. \$30,000 due and payable upon the initial delivery of the remaining 35 defined reports.
4. \$30,000 due and payable upon the delivery of the final templates for initiation of system testing.
5. \$12,000 due and payable upon system roll-out to production, or upon use of any of the templates in a test or development environment to support production operations.
6. If there is a work stoppage or slow-down that is out of Simpler's control, the City shall pay Simpler a pro-rated amount for portions of work completed.

Assumptions:

1. The City will provide Simpler with detailed report designs, created by EP2M. Simpler assumes that the report designs will be complete, and contain accurate, functioning stored procedures. The stored procedures created by EP2M will be on a server and accessible by Simpler. If the stored procedures do not function accurately, Simpler will work with the City and EP2M to resolve the problem such that the report(s) can be produced..
2. Simpler will deliver reporting templates within a reasonable and agreed upon amount of time after receipt of report designs and access to CIS data.
3. Simpler assumes that some report templates will use live data and others will use extracted data. Simpler will work with the City to determine the best source of data for each report.
4. For purposes of milestone payments, "initial delivery" means that Simpler has captured and validated the report parameters, called the stored procedure, and displayed the appropriate format and layout, with or without data. Simpler will work with the City through acceptance of the reports.

CIS Software License

The subject area license for CIS is \$30,000 and is billable at the request of the City at the completion of the LMR (Hansen) project. Payment of this fee, in conjunction with payment of the fee for the LMR (Hansen) project, will allow the City to purchase an Enterprise license for \$100,000.

Additional CIS Reporting

Additional reporting needs – new templates, or changes in scope to defined reports - may be identified during the simpler/gov implementation or during the period after the reporting system has been rolled into production. Additional reports and/or additional data may be scoped, designed and incorporated into the CIS (simpler/gov) reporting templates on an hourly basis (\$165/hr).

Payment for these services may not exceed \$20,000. Additional reports and/or functionality may be requested and created during the implementation process (concurrently) and until the expiration of the contract. Charges for additional reports shall be invoiced monthly and are due within 30 days of invoice receipt.

Enterprise Software License

The City **may** purchase a simpler/gov enterprise license as part of this agreement. The license would allow the City to implement any city data set in simpler/gov. The license fee is \$100,000 contingent upon the earlier payments for the CIS license and the LMR (Hansen) project. The enterprise license will be billed upon request from the City.

City of Long Beach Utility Billing System Reports

Ref #	Category	Report Name	Description	Possible Frequency	Possible Timing
10.13.1	Finance	Accounts Receivables Statistics	This is the daily accounts receivable statistics report. It shows the amounts received into the system by source codes reflecting billing, collections, bad check, city pay, electronic payments, adjustments, etc. for each utility service. Summary totals and totals are included in the report. This series of reports are grouped by cycles. Cycle is determined by the first two digits of the account number. The final report is where all cycle totals are combined into a single report	Daily	Historical
10.13.2	Rate Study	Accumulative Sewer Sales Report	This report shows the daily Accumulated sewer usage by water line size and bill code. The columns are broken down to show the number of accounts, consumption, metered amount, average, service charge, total and average total. Sewer usage is a calculation based on the amount of water usage.	Daily	Historical
10.13.3	Rate Study	Accumulative Water Sales Report	The City has a Level Pay Plan (LPP) billing ability in the system. This report shows both non-LPP and LPP amounts for all active accounts on an aging basis. The report breaks the amounts out by the Rates used to determine amounts owed per unit of usage. The data is spread in columns in 30 day increments, 1 - 30, 31 - 60, 61 - 90, 90 - 120 and over 120 days since billed and not paid with a Total column for each of the Gas/Water rates. This report is generated in groups, one for each utility with summary totals and a final report showing all the totals for each utility and totals for tax, miscellaneous, and active accounts.	Daily	Historical
10.13.4	Finance	Active Account Aged A/R Summary	The City has a Level Pay Plan (LPP) billing ability in the system. This report shows both non-LPP and LPP amounts for all active accounts on an aging basis. The report breaks the amounts out by the Rates used to determine amounts owed per unit of usage. The data is spread in columns in 30 day increments, 1 - 30, 31 - 60, 61 - 90, 90 - 120 and over 120 days since billed and not paid with a Total column for each of the Gas/Water rates. This report is generated in groups, one for each utility with summary totals and a final report showing all the totals for each utility and totals for tax, miscellaneous, and active accounts.	Monthly	Historical
10.13.5	Finance	Active Accounts With Amounts Over 60 Days Old	This report lists every account with monies owed using the aging ability in 30 day increments and is over 60 days delinquent. The 1 - 30 and 31 - 60 days is also shown to allow a quick view of / if the customer still has service. The columns show account information such as account number, name, address, utilities provided, billed and paid dates.	Ad-hoc	Historical
10.13.10	Collections	Agency Collection Statistics Report Percent Of Collections By Year Sent	This is a monthly statistical report showing percent of total collections versus total monies sent to agency by date sent broken down by sub-system. End of report has counts and total dollars.	Yearly	Historical
10.13.11	Collections	Agency Collection Statistics Report Percent Of Collections By Debt Year	This is a monthly statistical report showing percent of total collections versus total monies sent to agency by year of the debt broken down by sub-system. End of report has counts and total dollars.	Yearly	Historical
10.13.12	Billing Quality	"AJ" And "CR" Activity Report In Operator Id Sequence	Daily listing of all AJ (adjustment) and CR (cancel/re-bill) transactions from CLB's service order database. Report includes transaction code, account number, source code, total money and which service (gas, water, refuse or sewer in operator id sequence. End of report has totals for AJ and CR transaction by operator id.	Monthly	Historical
10.13.14	Collections	Bad Debt List - Amounts \$1000 And Over	Monthly listing of new bad debt accounts who have amounts owing over 1K, lists account number, name, service address, bill date with debt amounts broken out by service (gas, water, refuse, sewer, tax and special handling) also total owed. This report includes disclaimer with municipal code and lines for city manager, commercial services and director of financial management signatures	Monthly	Historical

City of Long Beach Utility Billing System Reports

Ref #	Category	Report Name	Description	Possible Frequency	Possible Timing
10.13.15	Collections	Bad Debt List - Arnts More Than \$25 And Less Than \$1000	Monthly listing of new bad debt accounts with amounts owing more than \$25 and less than 1K. lists account number, name, service address, bill date, with debt amounts broken out by service (gas, water, refuse, sewer, tax and special handling) Includes total owed. This report includes disclaimer with municipal code and lines for city manager, commercial services and director of financial management signatures.	Possible Frequency Monthly	Possible Timing Historical
10.13.16	Collections	Bad Debt Under \$25 Write Off List	Monthly listing of new bad debt accounts who have amounts owing less than \$25. lists account number, name, service address, bill date, with debt amounts broken out by service (gas, water, refuse, sewer, tax and special handling) Includes total owed, these accounts are written off. This report includes disclaimer with municipal code and lines for city manager, commercial services and director of financial management signatures.	Monthly	Historical
10.13.25	Collections	Collection Agency Transactions Report Employees Not Sent To Collection Agency	Monthly report of all new bad debt accounts over \$25 that are NOT being sent to the collection agency because they are City employees which will be collected internally. Report lists, city department, account number, SSN, name/City title, RACF ID, Hire date, birth date, date of debt, home and work phone numbers and amount owed.	Monthly	Historical
10.13.26	Collections	Collection Agency Transactions Report New Accounts Sent To Collection Agency For Month XXXXXX	Monthly report of all new bad debts accounts over \$25 that are being sent to the collection agency. Report lists account number, name, date sent to agency, bad debt date, total amount due, amount less agency fee and agency fee. End of report lists total amounts sent for this month, including total for original amount, adjusted amt (with fee) and total agency fees if all collected. Include to date total count and dollars sent to agency and then total count and dollars still at agency.	Monthly	Live
10.13.31	Field Operations	Completed Water Meter Install Work Orders	Monthly report, water meters installed for month. Report lists, account number, customer name, service address, work order number, job number, install date and receipt number. End of reports shows counts for completed work orders and completed memo work orders completed	Monthly	Historical
10.13.34	Billing Quality	Cut Projection Report	Daily cut service order projection report. Report lists day of week (7 day projection starting day of report), cut count, 15 day post property count, number of units, 10 day post property count, for no-payment turn off count.	Daily	Live
10.13.40	Finance	Daily Famis Interface Records	Daily report of FAMIS interface update records. Report lists AJ source code, service, description, transaction code, document type/number, reference number, GL account, subsidiary and index code, sub-object code, dollar amount, user, grant and project code. End of report details, detail record count, trans hash total and amount, payment records count, trans hash total and amount, City pay count along with fund 1, 3 and 5 totals. In addition we have water, gas and refuse totals along with hash totals. Hash totals are used in the summary record for the day.	Daily	Live
10.13.45	Billing Quality	Delinquency Code Reset Audit List	Daily report of delinquency code resets. Report includes account number, Service address, customer name, terminal operator, old delinquency code and date along with new delinquency code and date.	Daily	Live
10.13.46	Finance	Deposit Trust Fund Statement	Monthly deposits (trust fund) statement. Report lists beginning balance for deposits for Gas/Water and Refuse. Report lists, source code, description, gas, water and refuse amounts. Sources are deposit received, cash adjustments, overpayments/funds, bad checks, deposits transferred to AR, inter-service adjustments and account transfers with totals for each gas, water and refuse. End of report has end of month balances for each service.	Ad-hoc	Historical
10.13.47	Finance	Disbursed Meter Deposits And Journal Entry Distribution	Daily disbursed meter deposits and JE distribution report. Report lists, account number, account status, customer name, refuse, gas, and water and sewer amounts.	Ad-hoc	Live

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Ref #	Category	Report Name	Description	Possible Frequency	Possible Timing
10.13.52	Finance	Gas Miscellaneous Charges Statement Of Accounts Receivable	Monthly report of accounts receivable from all sources broken out by debits and credits. Report lists previous balance for each, source code, description and amount. Subtotal debits and credits and add account transfers and number of account changes. End of report has ending balance.	Ad-hoc	Historical
10.13.53	Rate Study	Gas Rate Study	Monthly Gas rate study by rate code. Report lists one page per rate code, each page lists category, count, billed CCF, billed therms, billed amount, average rate/CCF(100 cubic feet) and average rate/therm. Categories include service charge, cost of gas dollar amount and consumption for each tier, adjustments and totals. Special categories at end of report include counts and total billed for senior discounts, disabled discounts, household discounts and group living discounts with a total all discounts provided. End of reports provides grand totals including the special categories listed above.	Monthly	Historical
10.13.54	Finance	Gas Statement Of Accounts Receivable	Monthly report of accounts receivable from all adjustment sources broken out by debits and credits. Report lists previous balance for each, source code, description and amount. Subtotal debits and credits and add number of account number changes. End of report has ending balance, un-posted payments and FAMIS ending balance.	Ad-hoc	Historical
10.13.57	Field Operations	Listing Of Inproof Results	Daily report of meter in-proof results. Report includes meter number, read, meter type, account number, control group, work code, job code, snap in-proof open check, check and average in-proof check. Also detail for each meter for in-proof by, prover id, inproof date, number of meter adjustments, meter temp, reject code and snap flag.	Daily	Historical
10.13.58	Billing Quality	Long Beach City Pay Accounts	Monthly report of all Long Beach City paid accounts. Report includes activity, project, index, project detail, fund, grant, user, grant detail with dollars for refuse, gas, therms, water, CCF, sewer and total combined dollars complete with department totals.	Ad-hoc	Historical
10.13.60	Field Operations	Meter Reader Statistics XX-X	Daily meter reading service report. Report includes cycle, route, number of gas meter reads, number of water reads, total reads, number of valid reads, no reads, skipped/missed, no read/blocked and 'other' no read counts.	Daily	Historical
10.13.63	Finance	Overpayment Refund Check Register	Daily report listing all over payments/refunds to customers coming from the bank. Report lists, account number, name, refund amount and check number.	Daily	Historical
10.13.64	Billing Quality	Posted Transaction Register	Daily report of all transactions posted to the database. Report lists account number, account status code, transaction code, previous transaction date, description of transaction and transaction amount, prints 3 up.	Ad-hoc	Historical
10.13.69	Field Operations	Refuse Statement Of Accounts Receivable	Monthly report of accounts receivable from all sources broken out by debits and credits. Report lists previous balance for each, source code, description and amount. Subtotal debits and credits and add number of account changes. End of report has ending balance	Ad-hoc	Historical
10.13.70	Finance	Refuse Statement Of Accounts Receivable Adjustment List	Monthly report of A.R. adjustments by source code. Report lists source code, account number, service date, service charge, recycle charge printed 3 up, subtotaled by source.	Monthly	Historical
10.13.71	Field Operations	Refuse Statements Counts By Rate	Note: To consolidate multiple "adj list" reports into one with selection parameters. Monthly report of refuse counts by rate. Report includes rate, count, dollars billed, recycled counts and dollars billed. End of report had totals for count/dollar columns.	Monthly	Historical

City of Long Beach Utility Billing System Reports

Ref #	Category	Report Name	Description	Possible Frequency	Possible Timing
10.13.74	Billing Quality	Residential Statistics	Monthly report of all residential types, single family, multi-family per unit and non residential. Report includes type of customer, service (GWSR), dwelling units billed, totals days, total usage, average daily usage, total service charges, total sales, average daily and average monthly. Hi/Low types are listed on the next page of this report which includes type of customer, service gas or water, dwelling units billed, totals days, total usage, average daily usage. Listed on report is each dwelling type and rates for each. (Confirmed during Person & Account session, 11/16/11.)	Possible Frequency Ad-hoc	Possible Timing Historical
10.13.75	Finance	Returned Payments Journal	Daily financial report listing returned payments. Report lists check control number, payment date, account number, GL index code, sub object code, subsidiary, amount and total. A rate statement is included at the bottom of this report listing rate/dwell customer information.	Daily	Live
10.13.76	Rate Study	Schedule Of Metered Gas Sales Billed In Month Of XXXXXX 2008	Monthly report of Gas meter sales (all rate codes). Report includes rate code, number of accounts billed, CCF, Therm and amount, with totals line. Report then includes lines for 'EL GEN', Plant 4, vehicle with underlines under each category which is used for user hand entry and calculation. Under EI GEN, include lines under all four columns, for plant 4 and vehicle include a line under CCF and Therm. Grand totals line at the bottom has hand input lines under each column. Next section of page lists number of City departments included, count, CCF, Therm and amount. Next page section lists them by each priority code with total line matching section totals by rate code,	monthly	Historical
10.13.78	Field Operations	Service Order Statistics Summary Report Field Orders Worked By District	Daily service order statistics summary report by district Report lists district, turn ons completed, turn ons that could not be completed, number of customer service order adds, adds that could not be completed, turn offs completed, turn offs that could not be completed, for non-payments completed, non-payments that could not be completed, see if using completed, see if using could 3not complete, post property's completed, post properties that could not be completed, gas investigations completed, gas investigations that could not be completed and total points(assigned 3by work code, denotes time estimate to complete job).	Daily	Historical
10.13.81	Billing Quality	Sewer Large Meter Listing	Monthly report of large sewer (2-inch and over) consumption. Report includes water meter size, account number, customer name, service address, consumption, service charge, sewer amount, and total amount. End of report has total revenue, adjustments and grand totals.	monthly	Historical
10.13.82	Rate Study	Sewer Sales Reports	Monthly report of all categories of billing types, regular, opening and closing with counts by sewer sizes for each bill type to include size, number of accounts, consumption, metered amount, average metered amount, average consumption per customer, average rate, service charge amount, average service charge amount, total amount and average total. A revenue total is provided at the end of each section. Categories include, domestic monthly, city pay, city pay to water department, outside city. With column totals at end of report.	Ad-hoc	Historical
10.13.83	Rate Study	Sewer Sales Reports Recap Of Meter Sales	Monthly recap report of sewer sales from water consumption. Report lists by all sewer sizes, number of accounts, total consumption, service charges, sales and total. End of report has totals for each. This report should be produced in the 'Sewer Sales Reports Recap Of Meter Sales' which details and subtotals, and end of run you could produce this report.	monthly	Historical
10.13.84	Finance	Sewer Statement Of Accounts Receivable	Monthly report of accounts receivable from all sources broken out by debits and credits. Report lists previous balance for each, source code, description and amount. Subtotal debits and credits and add account transfers and number of account changes. End of report has ending balance.	Ad-hoc	Historical

City of Long Beach Utility Billing System Reports

Ref #	Category	Report Name	Description	Possible Frequency	Possible Timing
10.13.93	Finance	Use Tax Statement Of Accounts Receivable	Monthly report for use tax summary. Report includes source, type of tax for city, county and Los Alamitos with total all. Include first of month balance. Alls Debits and credits tax sources are included in this section (page). Next report section is a detailed adjustment list which includes source code, account number, date and amount along with council district (if located outside Long Beach) subtitled by source code.	Ad-hoc	Historical
10.13.94	Finance	Utility Billing Cash Posted (Utility Taxes)*	Monthly report for cash deposits, first page is a summary of all cash sources, deposit cash, deposit cash adjustments, normal cash, normal cash adjustments, bad debt cash, payments to collection agencies and special handling funds. Breakdown by service to include, refuse, gas, water, sewer, tax, special handling, miscellaneous gas, miscellaneous water and total. The following report sections have a page for normal cash for LA county utility use tax totals and Los Alamitos utility use tax. Section includes account number, id, date, customer name and amount, end of section has totals for total taxes paid and number of accounts paid.	Ad-hoc	Live
10.13.95	Billing Quality	Utility Billing Cash Posted Month Of XXXXXXXXXX 2008	Monthly report of posted utility billing deposited monies. Report is broken into sections starting with deposit cash, cash adjustments, normal cash, normal cash adjustments, bad debt cash, and payments to collection agencies. Report includes account number, account status, post date, customer name and amount. End of each section has counts and dollars for deposit breakdown by service to include, refuse, gas, water, sewer, tax, special handling, miscellaneous gas, miscellaneous water and total.	Monthly	Historical
10.13.97	Billing Quality	Utility Billing Zipcode Statistics Zipcode Count By Area (Billing)	Daily report of billing counts by zip code.	Daily	Live
10.13.98	Billing Quality	Utility Billing Zipcode Statistics Zipcode Count By Area (Notices)	Daily report of notice counts by zip code.	Daily	Live
10.13.99	Finance	Water Accounts Within Queen Mary Corridor	Monthly report for water/sewer accounts within Queen Mary corridor. Report includes, harbor group and account number, name, service address, bill date, usage, water and sewer service charge, sales, tax and total for both. End of report has totals.	Monthly	Historical
10.13.101	Billing Quality	Water Large Meter Listing	Monthly report of large meter (2-inch and over) consumption. Report includes meter size, account number, customer name, service address, consumption, service charge, water amount, and total amount. End of report has total revenue, adjustments and grand totals.	Monthly	Historical
10.13.104	Rate Study	Water Rate Study	Monthly report by every rate which lists by service charges, adjustments and consumption for all tiers, for each provide count, billed CCF/Days, total amount and rate/CCF. Grand totals at end of report for all rates.	Ad-hoc	Historical
10.13.105	Rate Study	Water Sales Reports	Monthly report of all categories of billing types, (regular, opening and closing) with counts by meter sizes for each bill type to include number of accounts, consumption, metered amount, average metered amount, average consumption per customer, average rate, service charge amount, average service charge amount, total amount and average total. A revenue total is provided at the end of each section. Categories include, domestic monthly, city pay, city pay to water department, outside city. With column totals at end of report.	Ad-hoc	Historical
10.13.106	Rate Study	Water Sales Reports Recap Of Meter Sales	Monthly recap report of water sales. Report lists by all service sizes, number of accounts, total consumption, service charges, fire-line meter sales, sales and total. End of report has totals for each. This report should be produced at the same time as 'Water Sales Reports Recap Of Meter Sales'. All data for this report is listed and subtitled in this report, at end this report could be reproduced at that time.	Monthly	Historical
10.13.107	Finance	Water Statement Of Accounts Receivable	Monthly total dollars report from all A/R sources (credit and debit with totals after each) to include first of month balances and last of month balances.	Ad-hoc	Historical
NSOW.003	Meter Reading	Meter Read Access Blocked	Accounts identified by Corix as an access issue (dog, locked gated, or blocked)	Daily	Historical

City of Long Beach Utility Billing System Reports

Ref #	Category	Report Name	Description	Possible Frequency	Possible Timing
NSOW/004	Meter Reading	Edit List From Mtr Read Day XX	Used to capture free form comments from Corix	Daily	Historical
NSOW/005	Meter Reading	Meter Reads Errs For Read	Listing of CMR meter read code errors	Daily	Historical
NSOW/007	Meter Reading	Meter Read Records	Meter read records	Daily	Historical
NSOW/010	Billing Quality	Utility Billing Processing Calendar	This is a master cut / billing / read calendar of events for each year	Yearly	Historical
NSOW/019	Finance	Account Balance Report End of Fiscal Year		Yearly	Historical
NSOW/020	Finance	Master File Deposit List		Monthly	Historical
NSOW/026	Billing Quality	CASH DISTRIBUTION REPORT		Daily	Live
NSOW/031	Rate Study	TOP 100 SEWER CUSTOMERS BASED ON 12 MONTHS USAGE -FY		Yearly	Live
NSOW/032	Rate Study	TOP 100 WATER CUSTOMERS BASED ON ANNUAL USAGE -FY		Yearly	Live
NSOW/033	Rate Study	WATER SALES REPORT - WATER RESOURCES		Yearly	Historical
NSOW/034	Billing Quality	MASTER FILE ACCOUNT TOTALS		Monthly	Historical
NSOW/035	Billing Quality	ACTIVE_INACTIVE REFUSE_SEWER ONLY ACCOUNTS SORTED		Monthly	Historical
NSOW/036	Field Operations	WATER DISTRIBUTION DELINQUENCY REPORT		Monthly	Historical
NSOW/038	Billing Quality	MONTHLY TURN ON ACTIVITY REPORT IN SERVICE ADDRESS SEQ-HEALTH DEPT BUSINESS LICENSE SECTION		Monthly	Historical
NSOW/040	Collections	Closing Bill Delinquent Accounts Collection Activity Counts	This report provides the daily total number of closing bill delinquent accounts and total outstanding amount. Also, provides the breakdown of charges by gas, water, sewer, refuse	Daily	Historical
NSOW/041	Collections	Closing Bill Delinquent Accounts	This report is a detail report from the Closing Bill Delinquent Accounts Collection Activity Accounts report. It list the actual daily closing bill delinquent account numbers, customer name and amount owing. Also, provides some customer personal information.	Daily	Historical
NSOW/045	Collections	Social Security with Matching ID 4,5,7	This report is used monthly to see if a money transfer can take place from a debtor's closed account to an active account. It matches customer account information by social security number.	Monthly	Historical
NSOW/046	Collections	Collection Agency Monthly Recap Report Activity For The Month of XX	This report is used monthly for reconciliation purposes for the external collection agency. Provides account number, city amount, agency fee and amount paid.	Monthly	Historical
NSOW/057	Billing Quality	Posted Transaction Register	list of posted daily	Daily	Historical
NSOW/062	Billing Quality	UNAUTHORIZED CUSTOMER AUDIT LIST IN ACCOUNT NBR SEQUENCE		Daily	Historical
NSOW/066	Billing Quality	UTILITY BILLING MASTER FILE STATS AUDIT LIST METER READING ZERO USERS REPORT		Monthly	Historical
NSOW/070		Online Cash DR report	Report of payments applied with general ledger posting information. The "Online" payment source represents all walk in payments via iNovah (cash, check, credit/debit), payments to remote pay stations, and payments from Rapid Pay.	Daily	Historical

City of Long Beach Utility Billing System Reports

Ref #	Category	Report Name	Description	Possible Frequency	Possible Timing
NSOW.071		Credit Card DR report	Report of payments applied with general ledger posting information. The payment sources are the IVR, web self service, and virtual terminal.	Daily	Historical
NSOW.072		E-Check DR report	Report of payments applied with general ledger posting information. The payment sources are the IVR and web self service.	Daily	Historical