

1 AGREEMENT

2 **31041**

3 THIS AGREEMENT is made and entered, in duplicate, as of February 8,
4 2009, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on January 20, 2009, by and between
6 SIMPLER SYSTEMS, INC., a California corporation, with a place of business at 210
7 West Cota Street, Santa Barbara, CA 93101 ("Consultant"), and the CITY OF LONG
8 BEACH, a municipal corporation ("City").

9 WHEREAS, the City requires specialized services requiring unique skills to
10 be performed in connection with maintenance of the City's Financial Accounting
11 Information System ("Project"); and

12 WHEREAS, City has selected Consultant in accordance with City's
13 administrative procedures and City has determined that Consultant and its employees
14 are qualified, licensed, if so required, and experienced in performing these specialized
15 services; and

16 WHEREAS, City desires to have Consultant perform these specialized
17 services, and Consultant is willing and able to do so on the terms and conditions in this
18 Agreement;

19 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
20 conditions in this Agreement, the parties agree as follows:

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly
23 described in Exhibit "A", attached to this Agreement and incorporated by this
24 reference, in accordance with the standards of the profession, and City shall pay
25 for these services in the manner described below, not to exceed One Hundred and
26 Fifty Thousand Dollars (\$150,000.00) at the rates or charges shown in Exhibit "A".

27 B. Consultant may select the time and place of performance for
28 these services provided, however, that access to City documents, records, and the

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

1 like, if needed by Consultant, shall be available only during City's normal business
2 hours and provided that milestones for performance, if any, are met.

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

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

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

15 2. TERM. The term of this Agreement shall commence on October 1,
16 2008, and shall terminate on September 30, 2009, unless terminated earlier, as provided
17 in this Agreement. City's City Manager shall have two one-year options to renew the
18 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 Consultant on Form 1099-
17 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
18 resulting from payments under this Agreement. Consultant's Employer Identification
19 Number is [REDACTED]. If Consultant has a Social Security Number rather than an
20 Employer Identification Number, then Consultant shall submit that Social Security
21 Number in writing to City's Accounts Payable, Department of Financial Management.
22 Consultant acknowledges and agrees that City has no obligation to pay Consultant until
23 Consultant provides one of these numbers.

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

28 28. CITY'S RESPONSIBILITIES Without limiting the generalities of any

1 exclusion set forth in this Agreement, City will be exclusively responsible as between the
2 parties for and Consultant expressly makes no warranty or representation with respect to:

3 a. determining that Simpler Suite will achieve the results (such as
4 organizational efficiencies) desired by City;

5 b. selecting, procuring, installing, operating and maintaining
6 computer hardware to run SimplerSuite;

7 c. ensuring the accuracy of any input data used with 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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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

3 SIMPLER SYSTEMS, Inc., a California
4 Corporation

5 February 11, 2009

6 By 
7 Brian Fahnestock
8 Vice President

9 _____, 2009

10 By _____

11 _____
12 Type or Print Name

13 _____
14 Title

15 "Consultant"

16 CITY OF LONG BEACH, a municipal
17 corporation

18 2.12.09, 2009

19 By 
20 Assistant City Manager
21 City Manager

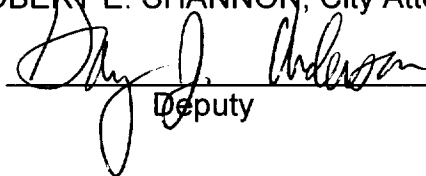
22 "City"

23 RECORDED PURSUANT
24 TO SECTION 301 OF
25 THE CITY CHARTER.

26 This Agreement is approved as to form on February 12,
27 _____

28 2009.

ROBERT E. SHANNON, City Attorney

By 
Deputy

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



PROPOSAL

for the City of Long Beach

February 2, 2009

110 West Ocean Blvd. Suite 200
Santa Barbara, CA 93101
OFFICE (805) 832-1808
simplersystems.com

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Introduction

Beginning in March 2008, Simpler Systems has been installing SimplerSuite, a web-based reporting system at the City of Long Beach (the City) using data from the FAMIS financial system. The implementation has gone well and the system is currently being introduced to staff throughout the various City departments. Acceptance of this new technology has generally been very high. Data from FAMIS is now more readily available for analysis than it has been in the past. The City has indicated that in the next fiscal year (FY 09), they anticipate that they will need to extend the implementation of SimplerSuite to include data from other sources such as the BPREP budgeting module, and to expand the use of SimplerSuite to provide even greater access to FAMIS data.

Proposed Solution

Simpler Systems and Cardon Solutions, LLC (Cardon) propose to provide the following in the next fiscal year:

- (1) Provide access to Simpler Suite to an unlimited number of City users, and provide maintenance services for Simpler Suite.
- (2) Implement SimplerSuite for BPREP budget development.
- (3) Implement SimplerSuite for the Labor Master module
- (4) Expand the use of SimplerSuite. This could include the modification of existing subject areas and the development of new subject areas. Expansion areas will be determined by the City in consultation with Simpler Systems and Cardon.
- (5) Provide training to City staff on the Simpler Script programming language.

Project Planning & Management

Our team recognizes the importance of project planning and management in any successful software project. At the start of the fiscal year, we will conduct a planning session with the City to define a high-level project scope, expected priorities, and estimated timing of the services to be provided.

Analysis

For each proposed modification / new subject area, the Simpler Systems / Cardon team will:

- Conduct review of the City's reporting requirements
- Perform a fit/gap analysis, and identify changes required to meet the City's needs
- Work with the City to prioritize changes and develop final scope
- Document necessary changes for input into the software development and configuration phase
- Identify tables and data to be extracted to support reporting and inquiry

Development

During this phase, the changes and customizations identified during the analysis phase will be incorporated into SimplerSuite.

Simpler Systems and Cardon will perform the development work with primarily remote resources.

Delivery

Once SimplerSuite has been modified to incorporate the City's reporting and inquiry needs, the software will be delivered to the City. During this phase, our team will:

- Perform the data synchronization
- Verify the integrity of data in SimplerSuite
- Test all delivered functionality against the City's requirements
- Provide an updated User Manual
- Prepare updated training materials

Cardon will perform a majority of these tasks, and anticipates using a combination of onsite and offsite resources.

Training

Simpler Systems and Cardon will provide training to City staff on an hourly basis as requested by the City.

City Responsibilities

Our proposal assumes that the City will provide the following on this project:

- A designated project manager that will be the primary point of contact, and who will have the authority to make decisions regarding all aspects of the project
- Sufficient server hardware and Microsoft Windows and SQL Server licenses.

PRICING

SimplerSuite

<u>Item</u>	<u>Frequency</u>	<u>Price</u>
BPREP – Implementation Services *		\$23,000
Labor Master Subject Area License	One-time	\$15,000
Implementation Services *		\$10,000
SimplerSuite User Licenses		
Includes named-user licenses for SimplerSuite, technical support, and version upgrades, enhancements and bug fixes for server software.	Monthly	\$5,000
SimplerSuite New Subject Area Licenses		
Includes SimplerSuite Present, Compose, Select and Synchronize server software and API license		\$15,000 to
• Each Subject Area License	One-time	\$35,000
Professional Services related to SimplerSuite Enhancements and New Subject Areas		
Planning, Analysis, Development, and Delivery services will be provided at a rate of \$150 per hour plus expenses.	Hourly	\$150

* These are estimates only; implementation services will be billed on an hourly basis for actual hours worked at a rate of \$150 per hour plus expenses.

PRICING

Pricing Summary

In summary, we propose to provide the following software/services in FY09:

<u>FY2009 Summary</u>	<u>Estimated Price</u>
BPREP - Budget Development Subject Area	\$23,000
Labor Master Subject Area	25,000
SimplerSuite User Licenses - 12 Months	60,000
New Subject Areas / Enhancements	42,000
Total	\$150,000

Professional Services fees will be billed on a time and materials basis. It is estimated that some of the services will be provided onsite at the City, and some services will be provided remotely. Simpler Systems and Cardon will provide Professional Services at a rate of \$150/hour plus expenses which will not exceed the City's per diem rate.

Simpler Systems will provide monthly invoices for expenses and actual hours worked to deliver the services.

<u>FY2010 and FY2011</u>	<u>Price</u>
SimplerSuite User Licenses - 12 Months	60,000

Company

Simpler Systems is a developer and publisher of high performance software that is easy to use. We have diverse skill sets in a variety of markets. We incorporated in 1998 with the vision of creating simple and elegant technology for business problems. We have implemented many applications for local governments, K-12 schools, and higher education. Our systems are simple to use, easy to implement and scale to any size organization. Our Simpler Suite combines financial experience with extensive software engineering in the interest of elegant, simple, and powerful software.

Executive Team

Rick Schaffer, President and Chief Technology Officer

Rick is widely recognized as a leading architect and software engineer. He has been a developer of enterprise software for over 20 years. Rick has designed and implemented web-based and client/server systems for financial accounting, budgeting, and payroll departments. He has led a variety of projects for both commercial clientele and government agencies. Rick is known for his ability to understand and solve business process problems with simple yet powerful applications. Rick earned a bachelor's degree in Business Economics at the University of California, Santa Barbara and attended Rensselaer Polytechnic Institute.

Brian Fahnestock, Vice President, Business Development

Brian has been an executive in several large organizations, and brings extensive skills in project management, sales, and marketing. Prior to joining Simpler Systems, Brian was the Chief Business Officer and Vice President of Santa Barbara City College. Brian received a bachelor's degree from the University of Illinois and earned a master's degree at the Navy Postgraduate School in Monterey, California. Brian is also a member of the Board of Directors for the Santa Barbara Metropolitan Transit District.

Barry Taugher, Vice President, Partners

Barry has over 20 years in information technology. He has a broad background in marketing, software development, channel management, and business development. He has been successful at all levels of the industry, from start-ups to the Fortune 200. Mr. Taugher was most recently Vice President of National Marketing for Novacoast, an IT professional services firm, where he directed expansion from a regional firm to the delivery of professional services nationally. Barry has a bachelor's degree in Political Science from the University of California, Santa Barbara.

Company

Cardon Solutions, LLC provides services to the public sector related to the operation of financial management systems and ERP systems.

Executive Team

Caryn Jenney, Manager

Caryn has over 18 years of public-sector experience, having served in a variety of technical roles at consulting firms such as KPMG Consulting, Tier Technologies, and Affinity Source. Ms. Jenney has extensive experience in management and technology consulting, QA and data center management, product support, system integration, mainframe systems programming, and application development. Caryn has participated on projects and/or supported the City's financial management system for over ten years. Ms. Jenney earned a B.S. in Management Science from Virginia Polytechnic Institute and State University.

Donna Wukasz, Manager

Donna brings 16 years of experience in the public sector, comprised of four years in the Consulting and Budget Departments of a large county government, and eleven years with IT consulting companies such as KPMG Consulting, Tier Technologies, and Affinity Source. Her experience includes project management, application support center management, product development and management, management consulting, system integration, and training. Donna has participated on projects and/or supported the City's financial management system for approximately eight years. Ms. Wukasz attended Purdue University, earning a B.S. in Chemistry and a M.S. in Industrial Administration.