

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 AGREEMENT

2 **33580**

3 THIS AGREEMENT is made and entered, in duplicate, as of September 1,
4 2014, 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 August 19, 2014, 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, City requires specialized services requiring unique skills to be
10 performed in connection with maintenance of the City's Financial Accounting Information
11 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, in an annual amount not to
26 exceed One Hundred Fifty Thousand Dollars (\$150,000.00) at the rates or charges
27 shown in Exhibit "A".

28 B. City's obligation to pay the sum stated above for any one (1)

1 fiscal year shall be contingent upon the City Council of the City appropriating the
2 necessary funds for such payment by the City in each fiscal year during the term
3 of this Agreement. For the purposes of this Section, a fiscal year commences on
4 October 1 of the year and continues through September 30 of the following year.
5 In the event that the City Council of the City fails to appropriate the necessary
6 funds for any fiscal year, then, and in that event, the Agreement will terminate at
7 no additional cost or obligation to City.

8 C. Consultant may select the time and place of performance for
9 these services provided, however, that access to City documents, records, and the
10 like, if needed by Consultant, shall be available only during City's normal business
11 hours and provided that milestones for performance, if any, are met.

12 D. Consultant has requested to receive regular payments. City
13 shall pay Consultant in due course of payments following receipt from Consultant
14 and approval by City of invoices showing the services or task performed, the time
15 expended (if billing is hourly), and the name of the Project. Consultant shall certify
16 on the invoices that Consultant has performed the services in full conformance
17 with this Agreement and is entitled to receive payment. Each invoice shall be
18 accompanied by a progress report indicating the progress to date of services
19 performed and covered by the invoice, including a brief statement of any Project
20 problems and potential causes of delay in performance, and listing those services
21 that are projected for performance by Consultant during the next invoice cycle.
22 Where billing is done and payment is made on an hourly basis, the parties
23 acknowledge that this arrangement is either customary practice for Consultant's
24 profession, industry or business, or is necessary to satisfy audit and legal
25 requirements which may arise due to the fact that City is a municipality.

26 E. Consultant represents that Consultant has obtained all
27 necessary information on conditions and circumstances that may affect its
28 performance and has conducted site visits, if necessary.

1 F. CAUTION: Consultant shall not begin work until this
2 Agreement has been signed by both parties and until Consultant's evidence of
3 insurance has been delivered to and approved by City.

4 2. TERM. The term of this Agreement shall commence on October 1,
5 2014, and shall terminate on September 30, 2016, unless terminated earlier, as provided
6 in this Agreement. City's City Manager shall have two one-year options to renew the
7 Agreement.

8 3. COORDINATION AND ORGANIZATION.

9 A. Consultant shall coordinate its performance with City's
10 representative, Elizabeth Haynes. Consultant shall advise and inform City's
11 representative of the work in progress on the Project in sufficient detail so as to
12 assist City's representative in making presentations and in holding meetings on
13 the Project.

14 4. INDEPENDENT CONTRACTOR. In performing its services,
15 Consultant is and shall act as an independent contractor and not an employee,
16 representative, or agent of City. Consultant shall have control of Consultant's work and
17 the manner in which it is performed. Consultant shall be free to contract for similar
18 services to be performed for others during this Agreement provided, however, that
19 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
20 Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from
21 Consultant's compensation, b) City will not secure workers' compensation or pay
22 unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and
23 Consultant is not entitled to any of the usual and customary rights, benefits or privileges
24 of City employees. Consultant expressly warrants that neither Consultant nor any of
25 Consultant's employees or agents shall represent themselves to be employees or agents
26 of City.

27 5. INSURANCE.

28 A. As a condition precedent to the effectiveness of this

1 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
2 duration of this Agreement, from insurance companies that are admitted to write
3 insurance in California and have ratings of or equivalent to A:V by A.M. Best
4 Company or from authorized non-admitted insurance companies subject to
5 Section 1763 of the California Insurance Code and that have ratings of or
6 equivalent to A:VIII by A.M. Best Company the following insurance:

7 (a) Commercial general liability insurance (equivalent in scope to
8 ISO form CG 00 01 11 85 or CG 00 01 10 93 both CG 20 10 07 04 and
9 CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04) in an
10 amount not less than \$1,000,000 per each occurrence and \$2,000,000
11 general aggregate. This coverage shall include but not be limited to broad
12 form contractual liability, cross liability, independent contractors liability,
13 and products and completed operations liability. The City, its boards and
14 commissions, and their officials, employees and agents shall be named as
15 additional insureds by endorsement (on City's endorsement form or on an
16 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20
17 26 11 85), and this insurance shall contain no special limitations on the
18 scope of protection given to the City, its boards and commissions, and
19 their officials, employees and agents. This policy shall be endorsed to
20 state that the insurer waives its right of subrogation against City, its boards
21 and commissions, and their officials, employees and agents.

22 (b) Workers' Compensation insurance as required by the California
23 Labor Code and employer's liability insurance in an amount not less than
24 \$1,000,000. This policy shall be endorsed to state that the insurer waives
25 its right of subrogation against City, its boards and commissions, and their
26 officials, employees and agents.

27 (c) Professional liability or errors and omissions insurance in an
28 amount not less than \$1,000,000 per claim.

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

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

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

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Consultant guarantees that Consultant will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

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

F. Prior to the start of performance, Consultant shall deliver to

1 City certificates of insurance and the endorsements for approval as to sufficiency
2 and form. In addition, Consultant, shall, within thirty (30) days prior to expiration of
3 the insurance, furnish to City certificates of insurance and endorsements
4 evidencing renewal of the insurance. City reserves the right to require complete
5 certified copies of all policies of Consultant and Consultant's subconsultants and
6 contractors, at any time. Consultant shall make available to City's Risk Manager
7 or designee all books, records and other information relating to this insurance,
8 during normal business hours.

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

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

19 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
20 contemplates the personal services of Consultant and Consultant's employees, and the
21 parties acknowledge that a substantial inducement to City for entering this Agreement
22 was and is the professional reputation and competence of Consultant and Consultant's
23 employees. The parties acknowledge Consultant intends to utilize the services of Cardon
24 Solutions, Inc. for certain steps in the software implantation. Aside from that assignment,
25 neither party shall assign or otherwise dispose of its rights or obligations or delegate its
26 duties under this Agreement, or any interest in this Agreement, or any portion of it,
27 without the prior approval of City, except that Consultant may with the prior approval of
28 the City Manager of City, assign any moneys due or to become due Consultant under this

1 Agreement. Any attempted assignment or delegation shall be void, and any assignee or
2 delegate shall acquire no right or interest by reason of an attempted assignment or
3 delegation. Nothing stated in this Section shall prevent Consultant from employing as
4 many employees as Consultant deems necessary for performance of this Agreement.

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

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

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

26 Consultant retains all rights to any information, work, invention, or
27 development in any form or medium, including all materials, documents, information,
28 software, or technology, created by Consultant as a result of performing the services

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

5 10. TERMINATION. Either party shall have the right to terminate this
6 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
7 prior written notice to the other party. In the event of termination under this Section, City
8 shall pay Consultant for services satisfactorily performed and costs incurred up to the
9 effective date of termination for which Consultant has not been previously paid. The
10 procedures for payment in Section 1.B. with regard to invoices shall apply. On the
11 effective date of termination, Consultant shall deliver to City all Data developed or
12 accumulated in the performance of this Agreement, whether in draft or final form, or in
13 process. And, Consultant acknowledges and agreed that City's obligation to make final
14 payment is conditioned on Consultant's deliver of the Data to City.

15 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
16 shall not disclose the Data or use the Data directly or indirectly, other than in the course
17 of performing its services, during the term of this Agreement and for five (5) years
18 following expiration or termination of this Agreement. In addition, Consultant shall keep
19 confidential all information, whether written, oral or visual, obtained by any means
20 whatsoever in the course of performing its services for the same period of time.
21 Consultant shall not disclose any or all of the Data to any third party, or use it for
22 Consultant's own benefit or the benefit of others except for the purpose of this
23 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 City due to Consultant's failure to meet
4 the standards required by the scope of work or Consultant's failure to perform fully
5 the tasks described in the scope of work which, in either case, causes the City to
6 request that Consultant perform again all or part of the Scope of Work shall be at
7 the sole cost of Consultant and City shall not pay any additional compensation to
8 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 construed in accordance with the
13 laws of the State of California, (and the venue for any legal actions brought by any party
14 with respect to this Agreement shall be the County of Los Angeles, State of California for
15 state actions and the Central District of California for any federal actions. Consultant
16 shall cause all work performed in connection with construction of Projects to be
17 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of
18 federal, state, county or municipal governments or agencies (including, without limitation,
19 all applicable federal and state labor standards, including the prevailing wage provisions
20 of sections 1770, et seq. of the California Labor Code); and (2) all directions, rules and
21 regulations of any fire marshal, health officer, building inspector, or other officer of every
22 governmental agency now having or hereafter acquiring jurisdiction.

23 16. PREVAILING WAGES.

24 A. Consultant agrees that all public work (as defined in California
25 Labor Code section 1720) performed pursuant to this Agreement (the "Public
26 Work"), if any, shall comply with the requirements of California Labor Code
27 sections 1770 *et seq.* City makes no representation or statement that the Project,
28 or any portion thereof, is or is not a "public work" as defined in California Labor

1 Code section 1720.

2 B. In all bid specifications, contracts and subcontracts for any
3 such Public Work, Consultant shall obtain the general prevailing rate of per diem
4 wages and the general prevailing rate for holiday and overtime work in this locality
5 for each craft, classification or type of worker needed to perform the Public Work,
6 and shall include such rates in the bid specifications, contract or subcontract.
7 Such bid specifications, contract or subcontract must contain the following
8 provision: "It shall be mandatory for the contractor to pay not less than the said
9 prevailing rate of wages to all workers employed by the contractor in the execution
10 of this contract. The contractor expressly agrees to comply with the penalty
11 provisions of California Labor Code section 1775 and the payroll record keeping
12 requirements of California Labor Code section 1771."

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

16 18. INDEMNITY.

17 A. Consultant shall, indemnify, protect and hold harmless City, its
18 Boards, Commissions, and their officials, employees and agents ("Indemnified
19 Parties") from and against any and all liability, claims, demands, damage, loss,
20 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
21 costs and expenses, including attorneys' fees, court costs, expert and witness fees
22 and other costs and fees of litigation arising or alleged to have arisen, in whole or
23 in part out of or in connection with (1) Consultant's breach or failure to comply with
24 any of its obligations contained in this Agreement, including any obligations arising
25 from the Project's compliance with or failure to comply with applicable laws,
26 including all applicable federal and state labor requirements including, without
27 limitation, the requirements of California Labor Code section 1770, et seq. or (2)
28 negligent or willful acts, errors, omissions or misrepresentations committed by

1 Consultant, its officers, employees, agents, subcontractors, or anyone under
2 Consultant's control, in the performance of work or services under this Agreement
3 (collectively "Claims" or individually "Claim")

4 B. In addition to Consultant's duty to indemnify, Consultant shall
5 have a separate and wholly independent duty to defend Indemnified Parties at
6 Consultant's expense by legal counsel approved by City, from and against all
7 claims and shall continue this defense until the Claims are resolved, whether by
8 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
9 breach, or the like on the part of Consultant shall be required for the duty to defend
10 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
11 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
12 in the defense.

13 C. If a court of competent jurisdiction determines that a Claim
14 was caused by the sole negligence or willful misconduct of Indemnified Parties,
15 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
16 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
17 percentage of willful misconduct attributed by the court to the Indemnified Parties.

18 D. The provisions of this Section shall survive the expiration or
19 termination of this Agreement.

20 19. AMBIGUITY. In the event of any conflict or ambiguity between this
21 Agreement and any Exhibit, the provisions of this Agreement shall govern.

22 20. NONDISCRIMINATION.

23 A. In connection with performance of this Agreement and subject
24 to applicable rules and regulations, Consultant shall not discriminate against any
25 employee or applicant for employment because of race, religion, national origin,
26 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
27 disability. Consultant shall ensure that applicants are employed, and that
28 employees are treated during their employment, without regard to these bases.

1 These actions shall include, but not be limited to, the following: employment,
2 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or
3 termination, rates of pay or other forms of compensation, and selection for training,
4 including apprenticeship.

5 B. It is the policy of City to encourage the participation of
6 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
7 procurement process, and Consultant agrees to use its best efforts to carry out
8 this policy in its use of subconsultants and contractors to the fullest extent
9 consistent with the efficient performance of this Agreement. Consultant may rely
10 on written representations by subconsultants and contractors regarding their
11 status. Consultant shall report to City in May and in December or, in the case of
12 short-term agreements, prior to invoicing for final payment, the names of all
13 subconsultants and contractors hired by Consultant for this Project and information
14 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
15 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
16 637).

17 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted
18 in accordance with the provisions of the Ordinance, this Agreement is subject to the
19 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
20 Long Beach Municipal Code, as amended from time to time.

21 A. During the performance of this Agreement, the Consultant
22 certifies and represents that the Consultant will comply with the EBO. The
23 Consultant agrees to post the following statement in conspicuous places at its
24 place of business available to employees and applicants for employment:

25 "During the performance of a contract with the City of Long
26 Beach, the Consultant will provide equal benefits to employees with
27 spouses and its employees with domestic partners. Additional
28 information about the City of Long Beach's Equal Benefits Ordinance

1 may be obtained from the City of Long Beach Business Services
2 Division at 562-570-6200.”

3 B. The failure of the Consultant to comply with the EBO will be
4 deemed to be a material breach of the Agreement by the City.

5 C. If the Consultant fails to comply with the EBO, the City may
6 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
7 or to become due under the Agreement may be retained by the City. The City
8 may also pursue any and all other remedies at law or in equity for any breach.

9 D. Failure to comply with the EBO may be used as evidence
10 against the Consultant in actions taken pursuant to the provisions of Long Beach
11 Municipal Code 2.93 et seq., Contractor Responsibility.

12 E. If the City determines that the Consultant has set up or used
13 its contracting entity for the purpose of evading the intent of the EBO, the City may
14 terminate the Agreement on behalf of the City. Violation of this provision may be
15 used as evidence against the Consultant in actions taken pursuant to the
16 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
17 Responsibility.

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

25 23. COPYRIGHTS AND PATENT RIGHTS.

26 A. Consultant warrants that the Data does not violate or infringe
27 any patent, copyright, trade secret or other proprietary right of any other party.
28 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials

1 and employees harmless from any and all claims, demands, damages, loss,
2 liability, causes of action, costs or expenses (including reasonable attorneys' fees)
3 whether or not reduced to judgment, arising from any breach or alleged breach of
4 this warranty.

5 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
6 that Consultant has not employed or retained any entity or person to solicit or obtain this
7 Agreement and that Consultant has not paid or agreed to pay any entity or person any
8 fee, commission, or other monies based on or from the award of this Agreement,
9 excluding Consultant's agreement with Cardon Solutions. If Consultant breaches this
10 warranty, City shall have the right to terminate this Agreement immediately
11 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
12 due under this Agreement or otherwise recover the full amount of the fee, commission, or
13 other monies.

14 25. WAIVER. The acceptance of any services or the payment of any
15 money by City shall not operate as a waiver of any provision of this Agreement or of any
16 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
17 Agreement shall not constitute a waiver of any other or subsequent breach of this
18 Agreement.

19 26. CONTINUATION. Termination or expiration of this Agreement shall
20 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
21 17, 19, and 22 prior to termination or expiration of this Agreement.

22 27. TAX REPORTING. As required by federal and state law, City is
23 obligated to and will report the payment of compensation to Consultant on Form 1099-
24 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
25 resulting from payments under this Agreement. Consultant shall submit Consultant's
26 Employer Identification Number (EIN), or Consultant's Social Security Number if
27 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
28 Financial Management. Consultant acknowledges and agrees that City has no obligation

1 to pay Consultant until Contractor provides one of these numbers.

2 28. ADVERTISING. Consultant shall not use the name of City, its
3 officials or employees in any advertising or solicitation for business or as a reference,
4 without the prior approval of the City Manager or designee.

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

9 30. CITY'S RESPONSIBILITIES. Without limiting the generalities of any
10 exclusion set forth in this Agreement, City will be exclusively responsible as between the
11 parties for and Consultant expressly makes no warranty or representation with respect to:

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

14 B. Selecting, procuring, installing, operating and maintaining
15 computer hardware to run SimplerSuite;

16 C. Ensuring the accuracy of any input data used with
17 SimplerSuite;

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

20 31. DISCLAIMER BY CONSULTANT The express warranties and
21 representations set forth in this Agreement are in lieu of and Consultant expressly
22 disclaims all other warranties, conditions, representations (expressed or implied, oral or
23 written), with respect to the services, any products developed as a result of the services,
24 or any activities undertaken by anyone as a result of the services, including all implied
25 warranties or conditions of title, noninfringement, merchantability, or fitness or suitability
26 for any purpose, whether alleged to arise by law, by reason or custom or usage in the
27 trade, or by course of dealing. In addition, Consultant expressly disclaims any warranty
28 or representation to any person other than City with respect to the services, any products

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Long Beach, CA 90802-4664

1 developed as a result of the services, or any activities undertaken by anyone as a result
2 of the services. The language in this provision is not meant or intended to negate or be
3 in conflict with provision No. 13 which Consultant agrees to honor.

4 32. THIRD PARTY BENEFICIARY. This Agreement is not intended or
5 designed to or entered for the purpose of creating any benefit or right for any person or
6 entity of any kind that is not a party to this Agreement.

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

SIMPLER SYSTEMS, Inc., a California Corporation

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11 Oct 14, 2014

By Brian Fahnestock

Brian Fahnestock
Type or Print Name

V.P.
Title

12
13
14 10/14, 2014

By Richard Schaffer

Richard Schaffer
Type or Print Name

President
Title

"Consultant"

CITY OF LONG BEACH, a municipal corporation

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20 November 7, 2014

By Jill Madden
City Manager

Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

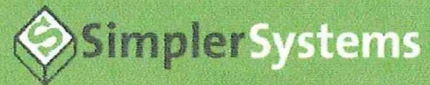
"City"

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24 This Agreement is approved as to form on Oct. 23, 2014.

25
26 CHARLES PARKIN, City Attorney

By Dan J. Anderson
Deputy

Exhibit A



PROPOSAL

for the City of Long Beach

August 7, 2014

210 West Cota Street
Santa Barbara, CA 93101
OFFICE 805.882.1848
simplersystems.com

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Proposal

Simpler Systems and Cardon Solutions, LLC (Cardon) propose to provide the following:

- (1) Provide access to Simpler Reporting to an unlimited number of City users, and provide maintenance services for Simpler Reporting.
- (2) Develop enhancements to Simpler Reporting (e.g. dashboard, ERP conversion analysis, etc.) as directed by City staff.
- (3) Implement additional subject areas as directed by City staff.
- (4) Provide additional technical services as directed by City staff.
- (5) Provide business process or other analysis as directed by City staff.

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 Simpler Reporting.

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

Delivery

Once Simpler Reporting 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 Simpler Reporting.
- Test all delivered functionality against the City's requirements

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.

Simpler Reporting

Item	Frequency	Price
Simpler Reporting User Licenses	Monthly	\$5,000
Includes unlimited named-user licenses for Simpler Reporting, technical support, and version upgrades, enhancements and bug fixes for server software.		
Professional Services related to Simpler Reporting Enhancements and New Subject Areas or Servers	Hourly	\$165
Planning, Analysis, Development, and Delivery services will be provided at a rate of \$165 per hour plus expenses which will not exceed the City's per diem rate.		

Pricing Summary

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

Summary	Estimated Price
Simpler Reporting User Licenses - 12 Months	60,000
Simpler Reporting Enhancements (e.g. dashboard, ERP conversion analysis, etc.) as directed by City staff.	90,000
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 \$165/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.

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 Reporting 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 Fahnstock, 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 20 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 fifteen years. Ms. Jenney earned a B.S. in Management Science from Virginia Polytechnic Institute and State University.

Donna Wukasz, Manager

Donna brings nearly 20 years of experience in the public sector, comprised of four years in the Consulting and Budget Departments of a large county government, and sixteen 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 fifteen years. Ms. Wukasz attended Purdue University, earning a B.S. in Chemistry and a M.S. in Industrial Administration.