RESOLUTION 2023-25

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A PROFESSIONAL SERVICES AGREEMENT FOR FINANCE AND ACCOUNTING SOFTWARE WITH SPRINGBROOK HOLDING COMPANY LLC.

WHEREAS, the Fruita City Council finds it necessary for the City of Fruita to enter into a Professional Services Agreement for continued use of Finance and Accounting Software, and

WHEREAS, it is the intent of this resolution to authorize the City Manager to enter into a Professional Services Agreement with Springbrook Holding Company LLC for Accounting and Finance Software.

NOW, THEREFORE, BE IT RESOLVED BY THE FRUITA CITY COUNCIL THAT:

Section 1: The City Manager is hereby authorized to execute and sign the attached Professional Services Agreement with Springbrook Holding Company, LLC.

PASSED AND ADOPTED BY THE FRUITA CITY COUNCIL THIS 1st DAY OF AUGUST 1, 2023

ATTEST: CITY OF FRUITA

_____   _____

Margaret Sell, City Clerk   Joel Kincaid, Mayor

Ship To:
Mike Bennett
City of Fruita, CO
325 E. Aspen
Fruita, Colorado 81521
mbennett@fruita.org

Bill To:
Margaret Sell
City of Fruita, CO
325 E. Aspen
Fruita, Colorado 81521
msell@fruita.org

Account Manager	E-mail	Phone Number	Payment Terms
Dana Rising	dana.rising@sprbrk.com	925-872-0559	Net 30

Annual Product Pricing				
PRODUCT	**RATE**	**QTY**	**DISC (%)**	**NET PRICE**
Finance Suite Subscription	USD 12,724.58	1	0.000	USD 12,724.58
Utility Billing Subscription	USD 5,871.49	1	0.000	USD 5,871.49
Project Management Subscription	USD 3,669.20	1	0.000	USD 3,669.20
Payroll Subscription	USD 3,669.17	1	0.000	USD 3,669.17
Fixed Assets Subscription	USD 3,669.17	1	0.000	USD 3,669.17
Postal Link/Certification Subscription	USD 3,387.66	1	0.000	USD 3,387.66
		Annual Product Pricing Total:		USD 32,991.27

Fixed Fee Professional Services					
PRODUCT	**DESCRIPTION**	**RATE**	**QTY**	**DISC %**	**NET PRICE**
Fixed Fee Professional Services Migration w/ Custom	Fixed Fee Professional Services Migration w/ Custom	USD 28,600.00	1	0.000	USD 28,600.00
		Fixed Fee Professional Services Total:			USD 28,600.00

Grand Total: USD 61,591.27
* excludes applicable sales tax

Order Details

Customer Name: City of Fruita, CO

Customer Contact: Mike Bennett

Governing Agreement(s):   This Order Form is governed by the applicable terms found at:
MSA: https://sprbrk.app.box.com/v/sprbrk-saas-terms
MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms
Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms

Term(s):   3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").

- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.

- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).

- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.

- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").

- Any Software Licenses or Hardware are one-time non-refundable purchases.

- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.

- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered	Invoice Timing
Estimated Professional Services, On-Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Terms.
Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware and One-Time Licenses:	Upon the Effective Date of this Order Form.
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons):	Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed $5,000 of this estimate, a signed change order will be required to continue work. Changes under $5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.

Special Order Terms

Special Order Terms (if any):
As of the effective date of this order, the customer has decided not to renew the Building Permits module, and the product will be cancelled.

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC   **Fruita, CO - City of**

Signature:_____   Signature:_____

Name (Print):_____   Name (Print):_____

Title:_____   Title:_____

Date:_____   Date:_____

Purchase Order # (if required)_____

Springbrook v7 to Cloud Migration Statement of Work

Following is a description of the project scope for a v7 premise upgrade of Springbrook Software to Springbrook's Enterprise Cloud solution. Any work or deliverables not explicitly stated below should be considered out of scope for the purposes of this agreement. Customized software is not supported in Springbrook's cloud product. If your agency has customizations in your current version of the software, Springbrook will conduct an analysis to determine any standard functionality that may be used to replace those custom items.

The process for migrating from a v7 premise installation of Springbrook to Springbrook's Enterprise Cloud solution consists of the following major phases:

1. **Analyze Custom Software (if applicable):** After completing the analysis, Springbrook will offer alternative solutions to meet your business needs that were previously satisfied through customization. However, please be aware that there is no guarantee that standard functionality will replicate all previously customized functionality. If your agency has business needs not met by Springbrook's standard functionality, Springbrook reserves the right to charge additional professional service fee for the analysis, development, testing, and delivery of such solutions. *

2. **Performing a test migration.** During this phase, Springbrook staff will work directly with your IT or other staff to get a current copy of the existing Springbrook database and complete an initial conversion/upgrade of the database and load it to your Cloud database for review. Only one (1) conversion/test migration will be performed as part of this project. *

3. **Complete configuration of Springbrook Cloud.** During this phase, a Springbrook Professional Services Consultant will work with staff to complete configuration of the Cloud system, including configuring imports, exports, and check/bill prints to ensure the Cloud system works similarly to the existing premise version. Any request to change functionality from how things work in the premise version are generally considered out of scope for the purposes of this project – this includes, but is not limited to, setting up new users or modifying permission for existing users, configuring additional imports/exports for new banks, third-party bill printers, third-party AMI providers, changing the formats of existing check prints, etc.*

4. **Complete enhancement overview session.** During this phase, a Springbrook Professional Services Consultant will provide one (1) overview session to your key staff of differences between Springbrook Cloud and your current v7 software. The focus of this single session is generally on understanding the differences between the two versions and does not include training/re-training in the software. *

5. **Perform final data migration.** During this phase, we'll repeat the test migration, but this will be the last and final data migration to the Springbrook Cloud solution. Once Springbrook staff have obtained a copy of the current v7 database, staff will be unable to use the local version of Springbrook until the Cloud solution is live. In most cases, this downtime will span 2-3 business days (with the potential to extend up to 5 business days). Read-only access to the local v7 version of Springbrook will be available while the final Cloud migration is performed. Please note that integrated systems that rely on Springbrook data, including our CivicPay and Employee Self Service systems, will be unavailable during the final migration as well.

6. **Go live with Springbrook Cloud.** Once the final data migration has occurred and the Cloud system has been verified by Springbrook staff, it will be made available to your staff to begin live processing. A Springbrook Professional Services consultant will be available during the first week to field phone calls and emails regarding questions or issues discovered. Following the first week of go live, additional assistance with using Springbrook Cloud should be directed to Springbrook Technical Support resources. *

If additional services are requested, a separate agreement will be required to govern the terms and cost for that additional out of scope work.