



FINANCE MEMORANDUM
#08-06

June 26, 2008

TO: Honorable Mayor Kathleen M. Novak and City Council Members

FROM: David Allen, Acting City Manager 
Brent Worthington, Finance Director 

SUBJECT: Resolution CR-91, Contract to Purchase Financial Management System from Springbrook Software Inc.

RECOMMENDATION:

Attached to this memorandum is a Resolution which, if approved, would authorize the Mayor to execute a Software License Agreement and a six-year Software Maintenance Agreement with Springbrook Software, Inc. to purchase, install, and maintain a new financial management software system for the City. Staff recommends approval of the attached Resolution.

BACKGROUND:

The City has gone through a lengthy evaluation process to recommend a software system capable of meeting the City's financial management needs. As a result of this effort and refinement during the bidding process, Council directed Staff to negotiate a contract with Springbrook Software, Inc. on May 22, 2008. The attached agreements are the product of Council's direction.

The Software License Agreement covers the set-up, installation, implementation, training and consulting, data conversion and necessary customizations of the financial management software system for the following applications: financial applications (general ledger, accounts payable, purchasing/requisitions, bank reconciliation, ACH, financial reporting, budgeting, project/grant accounting, fixed assets, and work orders); payroll (payroll, human resources, and remote time entry); utility billing (service request management, meter reading interface, GIS interface, and hosted web payments); customer information systems applications; miscellaneous accounts receivable; central cash management/point of sale; and sales tax. The total cost of the Software License Agreement is \$220,225.

The Software Maintenance Agreement is for a term of five years at no cost. This Agreement, renewable at the City's discretion, will cost a flat fee of \$46,195 for year six and cannot exceed a 5% increase annually thereafter. The Software Maintenance Agreement covers the maintenance and support of the software being purchased under the Software License Agreement. The support includes unlimited telephone and internet support during normal business hours from Springbrook's customer support center,

corrections of software errors, updates to software to conform to state and federal regulations, and internet installation of modifications/service packs.

BUDGET/TIME IMPLICATIONS:

Sufficient funds are included in the 2008 Capital Improvement Projects budget to purchase the software.

STAFF REFERENCE:

If Councilmembers have any comments or questions, they may contact Brent Worthington, bworthington@northglenn.org.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-91
Series of 2008

Series of 2008

A RESOLUTION APPROVING A SOFTWARE LICENSE AGREEMENT AND SOFTWARE MAINTENANCE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND SPRINGBROOK SOFTWARE, INC. FOR THE FINANCIAL MANAGEMENT SYSTEM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Software License Agreement and Software Maintenance Agreement between the City of Northglenn and Springbrook Software, Inc., attached hereto, for the Financial Management System is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this ____ day of _____, 2008.

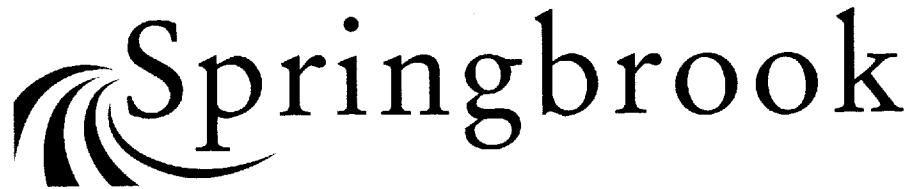
KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
Acting City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney



**SPRINGBROOK SOFTWARE
SOFTWARE LICENSE AGREEMENT**

PARTIES:

LICENSOR:

Springbrook Software, Inc., an Oregon corporation
111 SW Fifth Avenue, Suite 2900
Portland, OR 97204
Phone: 503.820.2200
Fax: 503.820.4500
Email: sales@sprbrk.com

LICENSEE:

CITY OF NORTHGLENN
11701 COMMUNITY CENTER DRIVE
NORTHGLENN, CO 80233
SUZANNE GARCIA
303-450-8811
SGARCIA@NORTHGLENN.ORG

Effective Date: _____, 2008 (the "Effective Date").

AGREEMENT:

1. **Definitions.** As used in this Agreement, including the Attachments hereto, the following terms shall have the following meanings.
 - a. "**Initial Installation**" means the first installation or loading of the Software onto Licensee's computer, network or system and the successful implementation of the Software and includes all data conversions (including without limitation those conversions listed in Attachment B) and customizations reasonably necessary for the Software to perform to the Specifications. The Initial Installation of the Software shall end upon acceptance of all Applications by the Licensee as set forth in Section 7 of this Agreement.
 - b. "**Customization**" means any change or addition to the Software developed by Licensor especially for Licensee's use at Licensee's request.
 - c. "**Modification**" means any alteration, enhancement, upgrade,



addition to, new release of, or new version of the Software that is made generally available to Licensor's customers.

- d. "Specifications" mean the written (both hard copy and electronic text files) description of the functions, capacity, performance and features of the Software as delivered by Licensor to Licensee under this Agreement, including, without limitation, any such descriptions provided by Licensor in a response to the City's Invitation for Bid dated December 18, 2007_, and any revisions thereto mutually agreed upon by the parties in writing, including the sales tax revisions dated June 13, 2008, delivered by Licensor to Licensee, in a Licensor product brochure provided by Licensor specific to the Software, or in correspondence from Licensor to Licensee.
- e. "Software" means the version of the Springbrook Software, Inc. software packages, applications and interfaces selected by Licensee, listed on Attachment A (each an "Application"), current at the time of signing this Agreement and any Modifications issued or Customizations made during the Initial Installation and during the period there is an effective Software Maintenance Agreement between the Licensee and Licensor.
- f. "User Materials" means all written and electronic documentation, manuals and materials provided by Licensor to Licensee for use in connection with the Software.

2. Grant of License. Licensor grants Licensee a non-transferable, non-exclusive perpetual license to use the Software and User Materials, on the terms and conditions set forth herein (the "License"). Upon payment of the License Fee as outlined in this Agreement, the license to the Software and User Materials shall be irrevocable, and Licensee shall have all rights to use the Software set forth in this Agreement in perpetuity. Licensor may not revoke, terminate, cancel, or otherwise interfere with the license rights granted to Licensee if Licensee is in default of any obligation set forth in this Agreement other than the obligation to pay the License Fee.

- a. Scope of License. Under the License granted herein Licensee may use, copy and distribute the Software (in machine-readable, object code form only) and User Materials to: (i) install, use and execute the Software on computers that Licensee owns or leases for purposes of serving Licensee's internal business needs; (ii) support Licensee's use of the Software under this Agreement; and (iii) transfer or copy the Software from one of Licensee's computers to another, store the Software's machine-readable instructions or data on a

temporary basis in main memory, extended memory, or expanded memory of such computers as necessary for such use, and transmit such instructions or data through Licensee's computers and associated devices. The scope of this Software license shall not be limited to a certain number of users, accounts, or seats; provided that the database portion of the Software shall be limited to thirty (30) application server tier (named accounts) accounts and one hundred (100) access agent (casual user) accounts. Licensee may add accounts upon request at Licensor's then-current rates.

- b. **License Restrictions.** Licensee may only use the Software and User Materials within the limited scope set forth herein. In particular, and without limitation, Licensee agrees that Licensee and Licensee's employees will not: (i) assign, sublicense, transfer, pledge or grant a security interest in, lease, rent or share Licensee's rights under this License Agreement with any third party; (ii) reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Software; or (iii) refer to or use any portion of the Software or User Materials as part of any effort to develop any other software program.
- c. **Source Code.** Licensor shall house the latest release of the Software with source code with Iron Mountain Intellectual Property Management for release to the then current president of the National User Group for distribution to all National User Group Members in the event of bankruptcy or inability of Licensor to continue providing normal support services to its client base.

3. Ownership; Proprietary Protection. This Agreement does not provide Licensee with title to or ownership of the Software, but only a right of limited use. Licensor shall have sole and exclusive ownership of all right, title and interest in and to the Software and User Materials, all copies thereof, all derivative works, and all related material generated from the Software including material displayed on the screen such as icons, screen displays, etc. (including ownership of all copyrights, trademarks and other intellectual property rights pertaining thereto), whether created by Licensor or any other party, subject to the rights of Licensee expressly granted herein; provided that Licensor shall have no rights whatsoever in any of Licensee's data or any display of Licensee's data by the Software without Licensee's written permission.

4. Confidential Information; Non-Disclosure. Licensee acknowledges that the Software and User Materials, and all underlying ideas, algorithms, concepts, procedures, processes, principles, know-how, and Licensor's methods of business and technical operation

(collectively referred to as "Confidential Information") are confidential and may contain trade secrets. Licensee shall not use, disclose or cause disclosure of, or distribute any Confidential Information, directly or indirectly, without the prior written consent of Licensor, except that Licensee is authorized to disclose Confidential Information to Licensee's employees, agents, or authorized contractors as required for Licensee's use of the Software as authorized by this Agreement or as required by law, which obligation shall survive the termination of this License. To the extent permitted by law, Licensee shall indemnify Licensor for damages or costs incurred by Licensor as a result of the unauthorized use, disclosure or distribution of any Confidential Information by Licensee or any of Licensee's employees or agents.

This obligation of confidentiality shall not apply to:

1. Information that at the time of the disclosure is in the public domain;
 2. Information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
 3. Information that a party can establish by reasonable proof was in that party's possession at the time of disclosure;
 4. Information that a party receives from a third party who has a right to disclose it to that party; or
 5. Information that is subject to Colorado Open Records Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the request. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.
- 5. Fees.** The fees payable by Licensee to Licensor under this Agreement shall be as set forth in Attachment A. If any portion of the License Fees is paid through an installment note, any default under the terms of said note will constitute default by Licensee under this Agreement.
- a. **License Fees.** License Fees shall be invoiced and payable in the amounts and at the times in accordance with the Schedule of Fees set forth in Attachment A.

- b. **Fees for Services.** All services related to the Initial Installation shall be provided by Licensor free of charge, including without limitation, set-up, implementation management, training and consulting, and data conversion, as well as, customizations that are necessary for Licensee in order to perform their required current daily tasks at the time of Initial Installation of Software.
 - c. **Maintenance Fees.** Maintenance fees shall be paid by Licensee solely in consideration of those maintenance and support services described in a separate Software Maintenance Agreement between Licensor and Licensee. There shall be no maintenance fees during the Initial Term of the Maintenance Agreement, as that term is defined in the Software Maintenance Agreement. Beginning in the sixth (6) year of this Agreement, maintenance fees shall be charged at the rates quoted in the Software Maintenance Agreement.
 - d. **Taxes.** Licensee is solely responsible for sales or use taxes and state or local property or excise taxes associated with licensing, possession, or use of the Software or any associated services. Software will be provided via the Internet – no physical media (including but not limited to CD's, tapes, manuals, etc) will be shipped.
- 6. Licensee's Cooperation.** Licensee acknowledges that successful installation, implementation and use of the Software cannot be accomplished by Licensor's efforts alone, and requires substantial effort and cooperation by Licensee personnel capable of properly using the Software. Both Licensor and Licensee shall at all times use their best efforts to actively participate and cooperate in data conversion, system installation, implementation, and training and use; shall provide each other accurate and timely information; and shall afford each other reasonable access to information and facilities. All substantive communication between Licensor and Licensee will take place between Licensee's project manager and Licensor's project manager.
- 7. Acceptance Testing Period.** Licensor shall begin the Initial Installation process by scheduling a kick-off implementation meeting no later than seven (7) days after the receipt of fully executed contracts and initial payment by Licensor, and the parties agree to use their best efforts to, within thirty (30) days of the Effective Date, agree upon a schedule for completion of the Initial Installation (the "Project Schedule"). Licensor and Licensee agree to use their best efforts to meet the deadlines in the Project Schedule to complete the Initial Installation within eighteen (18) months of the Effective Date. Licensee acknowledges that completion of the Initial Installation is

partially dependent upon the availability of and the time constraints on Licensee's employees in carrying out their normal job functions.

Upon completion of installation of each Application, Licensor shall give written notice to Licensee that installation of the Application at the Initial Installation site(s) is completed, and that Licensee has achieved live status as to the Application (such times also referred to as "go live date(s)" in Licensor's project schedule, as shall be determined by the parties promptly after execution of this Agreement). Licensee shall be deemed to have accepted the Application sixty (60) days after Licensor's notice, unless, during that sixty (60) day period (the "Acceptance Testing Period"), the Application fails to perform in accordance with the Specifications, and, by the end of the Acceptance Testing Period, Licensee gives Licensor written notice of non-acceptance describing the failure in reasonable detail. If Licensee gives a proper notice of non-acceptance to Licensor, then:

- a. **Investigation.** Licensor shall investigate the reported failure. Licensee shall provide to Licensor reasonably detailed documentation and explanation, together with underlying data, to substantiate the failure and to assist Licensor in its efforts to diagnose, reproduce, and if necessary correct the failure.
- b. **Material Failure Found.** If there exists a reproducible failure to perform in accordance with the Specifications, Licensor shall, within thirty (30) days (or such longer period as may be reasonable under the circumstances, but in no event longer than ninety (90) days) after receipt of Licensee's written notice of non-acceptance, correct the failure so that the Application functions in conformity with the Specifications. Upon correcting the failure within such period, Licensor shall notify Licensee in writing that the failure has been corrected, and another Acceptance Testing Period shall begin in accordance with this Section 7.
- c. **No Failure Found.** If there was no reproducible failure to perform, then Licensor shall give written notice to Licensee explaining its determination in reasonable detail, and Licensee shall have thirty (30) days to respond with additional documentation or written explanation regarding the failure. If Licensee provides such response, Licensor shall be afforded thirty (30) days to review the response and, if necessary, attempt to correct the failure. If Licensee does not provide such response within thirty (30) days, then Licensee shall be deemed to have accepted the Application as of the date of Licensor's notice.

8. Term. This Agreement is effective as of the Effective Date and shall continue until terminated as allowed by this Agreement.

9. Default; Opportunity to Cure.

The following shall constitute an event of default under this Agreement:

- a. Failure of Licensor to deliver Software that performs in accordance with the Specifications under the procedures set forth in Section 7;
- b. Failure of the defaulting party to cure the following matters within thirty (30) days after receiving written notice from the other party identifying with reasonable specificity the event:
 - i. Licensee's failure to pay any fees or charges due under this Agreement;
 - ii. Licensor's breach of a material condition of this Agreement, including without limitation the limited warranty provided in Section 11.

Upon payment of the License Fees, the License granted by this Agreement shall be irrevocable, Licensee may continue to use the Software and User Materials, and Licensor may not require Licensee to return the Software or User Materials. In the event of termination other than termination resulting from a default by Licensor, no License Fees then paid or payable shall be waived or refunded, and any License Fees then unpaid shall be immediately payable in full.

10. Support and Maintenance. Support and maintenance of the Software is not included in this Agreement or the License Fees or Service Fees paid hereunder, but is purchased through a separate Software Maintenance Agreement.

11. Limited Warranty. Licensor warrants that it has title to the Software and that it has full authority to grant this license to Licensee. Licensor also warrants that, as to each Application, for the longer of: (i) twelve months from the date of Licensee's acceptance of the Application; or (ii) as long as a Software Maintenance Agreement remains effective between Licensor and Licensee, the Application will function in conformity with the Specifications. Licensor makes no warranty regarding the usability or convertibility of any of Licensee's data, the suitability of the Software for Licensee's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Software not made by the Licensor, or

combination of the Software with any other software or computer program or communications device, not expressly authorized by Licensor in writing. Determination of breach of the foregoing limited warranty or default under this Section 11 shall be subject to the notice and cure provisions of Section 9, and upon receipt of written notice of breach of warranty Licensor shall be afforded a period of thirty (30) days to cure the reported material defect, failure or other breach. Licensee agrees that the foregoing limited warranty is in lieu of all other warranties of Licensor and Licensor disclaims all other warranties, express or implied, including without limitation any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productiveness or capacity, or that the operation of the Software will be error-free.

12. Limitation of Remedies and Liability. In no event shall Licensor be liable for any consequential, indirect, special or incidental damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss), whether arising out of contract, tort, warranty or otherwise, even if Licensor has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability shall apply regardless of the success or effectiveness of other remedies. The Fees herein and terms hereof have been agreed to by Licensor in reliance on the allocation of risk and limitation of liability set forth in Section 11 and this Section 12.

13. Intellectual Property Infringement Indemnification. Licensor will defend and indemnify Licensee against any claim by an unaffiliated third party of this Agreement that the Software infringes that party's patent, copyright or other intellectual property right issued and existing as of the Effective Date or as of the distribution date of a release to the Software, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement that Licensor pre-approves in writing, provided that Licensee promptly notifies Licensor in writing of any such claim, gives Licensor reasonable cooperation, information, and assistance in connection with the claim.

Licensor will not be obligated under this section if the infringement results from: (i) Licensee's use of a previous version of the Software and the claim would have been avoided had Licensee used the current version of the Software, provided that Licensor has notified Licensee that the previous version contains infringing material and the current version (including installation, training, and all other related charges) has been offered to Licensee at no charge; (ii) Licensee's combining the Software with devices or products not provided or approved by Licensor, (iii) use of the Software in applications, business environments or processes for which the

Software was not designed or contemplated, and where use of the Software outside such application, environment or business process would not have given rise to the claim, (iv) Modifications that Licensee made to the Software without written approval of Licensor; (v) use of the Software by any person or entity other than Licensee, Licensee's employees, agents, or authorized contractors; or (vi) Licensee's willful infringement. In the event a Software is finally determined to be infringing and its use by Licensee is enjoined, Licensor shall, at its election (i) procure for Licensee the right to continue using the infringing Software; (ii) modify or replace the infringing Software so that it becomes non-infringing; or (iii) terminate Licensee's license for the infringing Software and refund to Licensee all fees paid to date, including all License Fees, Service Fees, and Maintenance Fees. Licensor shall have no liability hereunder if (i) Licensee modified a Software without Licensor's prior written consent and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement, or (ii) the infringement would have been avoided by Licensee's use of the most current version of the Software, provided that Licensor has notified Licensee that the previous version contains infringing material and the current version (including installation and all other related charges) has been offered to Licensee at no charge.

14. Venue; Governing Law. Exclusive venue for any dispute between the parties arising out of or relating to this Agreement shall be in the Federal District Court for the District of Colorado, or, if Federal jurisdiction is not available, the state court located in Colorado. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, as such laws apply to a contract made and performed in such state, without regard to conflicts of law provisions.

15. Entire Agreement; Construction; Licensor and Licensee Representations. This Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee and supersedes all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly set forth or referenced in the Agreement shall be binding on either party. Rights, obligations and warranties under this Agreement extend to Licensee and Licensor only, and no other person shall be considered a third party beneficiary of this Agreement or be otherwise entitled to any rights or remedies under this Agreement. No provision of this Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the

preparation of this Agreement. Licensee represents and warrants that it possesses sufficient mastery of the principles of accounting to use the Software for its intended purpose, and, accordingly, Licensee acknowledges that it is Licensee's responsibility to: develop and institute the use of manual controls to validate the accuracy of the data generated by the system; review proof lists and reports to validate the accuracy of reports and statements; and verify that a functioning archival system is in place, and that the data base is archived to a removable medium on a daily basis. In the event of a conflict between the Attachments and the main body of this Agreement, the main body of this Agreement shall control.

- 16. Modification; No Waiver.** The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by the parties. No oral communication between the parties or their agents before or after execution of this Agreement shall be binding upon either party unless the parties expressly agree in writing to the terms of such communication. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by the party, and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.
- 17. Attorneys Fees.** If any suit, action, or other proceeding shall be instituted relating to any term or condition of this Agreement or relating to any of the rights, duties, or obligations arising under it, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may adjudge reasonable as an attorney's fee in such suit, action, or other proceeding, and in any appeal thereof including. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order, judgment, or decree entered in such suit, action, or other proceeding.
- 18. Insurance.** Prior to performing services under this Agreement, Licensor shall provide Licensee with certificates of insurance evidencing the following insurance coverage and naming Licensee as an additional insured:

 - a) Commercial general liability of at least \$1,000,000;
 - b) Automobile liability of at least \$1,000,000;
 - c) Professional liability of at least \$1,000,000; and
 - d) Workers compensation complying with statutory requirements.

- 19. Subject to Annual Appropriations.** The Licensee's obligations hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond this current fiscal year. If funds for the purpose of this Agreement are not appropriated for any subsequent fiscal year, any obligations requiring such an appropriation shall be void and unenforceable without penalty or further obligation of the Licensee. This provision shall supersede any conflicting provisions in this Agreement establishing any monetary obligation beyond the current fiscal year.
- 20. Governmental Immunity.** The parties hereto understand and agree the Licensee is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Licensee, its officers, employees, or volunteers.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative.

LICENSOR

LICENSEE

By:

By:

Name: Marily Rementeria

Name: Kathleen Novak

Signature: Marily Rementeria Signature: _____

Title: Managing Partner

Title: Mayor

Date: June 17, 2008

Date: _____, 2008

Attested to by:

Name: Johanna Small

Signature: _____

Title: Acting City Clerk

Date: _____, 2008

Approved by:

Name: Corey Hoffmann

Signature: _____

Title: City Attorney

Date: _____, 2008

ATTACHMENT A: SCHEDULE OF FEES

Attachment A contains the price quote issued to Licensee showing the applications and services being licensed and/or purchased, the fees therefore, and the current fees for other services, and a schedule of fees for the duration of the initial installation.



V7 Investment Pricing for the City of Northglenn, CO

| Application/Products | Application License Fees | Training & Consulting | Implementation Management |
|--|--------------------------|-----------------------|---------------------------|
| Finance Suite (GL, AP, ACH, Bank Rec) | \$45,000 | \$12,000 | \$3,000 |
| Extended Budgeting & Forecasting | Included | \$2,400 | \$2,400 |
| Financial Reporting | Included | \$2,400 | \$2,400 |
| AP Electronic Check Signature | \$400 | | |
| AP MICR Code -1 Check | Included | | |
| Purchase Orders | \$8,000 | \$1,200 | \$1,200 |
| Requisitions | Included | \$1,200 | \$1,200 |
| Payroll | \$17,000 | \$7,400 | \$2,400 |
| Decentralized Time Entry with Elec. Approval | Included | \$600 | \$600 |
| PR Electronic Check Signature | \$400 | | |
| Payroll MICR Code - 1 Check | Included | | |
| Human Resources | \$17,000 | \$7,400 | \$2,400 |
| Project/Grant Accounting | \$10,000 | \$3,600 | \$2,400 |
| Fixed Assets | \$10,000 | \$2,400 | \$1,800 |
| Miscellaneous Accounts Receivable | \$10,000 | \$1,200 | \$600 |
| Central Cash Management/Point Of Sale | \$10,000 | \$1,200 | \$1,200 |
| Utility Billing Suite | \$20,500 | \$18,000 | \$3,600 |
| Service Request Management | Included | \$600 | |
| Meter Inventory and History | Included | \$600 | |
| Standard Meter Reading Interface | \$3,500 | \$1,200 | \$600 |
| Standard ArcView GIS Interface | \$3,500 | \$600 | \$600 |
| Hosted Web UB Payments & Inquiry | \$10,225 | \$1,200 | \$2,400 |
| Sales Tax | \$10,000 | \$3,600 | \$3,000 |
| Work Order Management | \$25,000 | \$4,000 | \$1,600 |
| Full Suite Application Discount | -\$53,800 | -\$72,800 | -\$33,400 |
| Document Attachment & Cataloging | Included | | |
| Integrated Report Archival | Included | | |
| Total | \$146,725 | \$0 | \$0 |
| Application Server Tier (30 Named Users) | \$18,000 | | |
| Access Agents (100 Casual Users) | \$7,000 | | |
| Business Process Study | \$14,400 | | |
| Conversion | \$34,100 | | |
| Total Other | \$73,500 | | |
| Total Project Costs | \$220,225 | | |



Springbrook Five Year Total Cost of Ownership for the City of Northglenn, CO

| Application/Products | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|------------------|------------|------------|------------|------------------|
| Financial Applications GL, AP, PO, Req, ACH, Bank Rec, Reporting, Budgeting Proj. Management, Fixed Assets, Work Orders | \$157,100 | \$0 | \$0 | \$0 | \$0 |
| Payroll/HR/Remote Time Entry | \$60,000 | \$0 | \$0 | \$0 | \$0 |
| Utility Billing/CIS Applications Hosted Web Payments, AR, Central Cash, GIS Interface | \$102,125 | \$0 | \$0 | \$0 | \$0 |
| Sales Tax | \$21,600 | \$0 | \$0 | \$0 | \$0 |
| Application Server Tiers/Access Agents | \$25,000 | \$0 | \$0 | \$0 | \$0 |
| Business Process Study | \$14,400 | \$0 | \$0 | \$0 | \$0 |
| Full Suite Application Discount | -\$160,000 | \$0 | \$0 | \$0 | \$0 |
| Total | \$220,225 | \$0 | \$0 | \$0 | \$0 |
| Annual Maintenance * | N/C | N/C | N/C | N/C | N/C |
| Project and Implementation Management | Included | | | | |
| Training | Included | | | | |
| Conversion | Included | | | | |
| Total Cost of Ownership | \$220,225 | \$0 | \$0 | \$0 | \$0 |
| Total Five Year Investment | | | | | \$220,225 |

Springbrook will not begin billing annual maintenance until year six of the contract and will honor the initial maintenance quote amount and apply no CPI factor for the waived years.

NOTE: Licensor will allow Licensee to use the License & Misc Permitting Software free of charge, including associated services, in order to utilize the functionality identified in Licensor’s response to Licensee’s December, 2007 invitation to bid, as it related to their required Sales Tax functionality. Should Licensee choose to utilize this module for other purposes (including, but not limited to, issuing and tracking of miscellaneous permits) then Licensee will be charged the then current license and associated service fees for that Software.

A.2. FEE PAYMENT SCHEDULE

| | |
|--|---------------------|
| Due at Contract Signing: (50%) | \$110,112.50 |
| Due Upon Completion of finance suite implementation(go live): (10%) | \$ 22,022.50 |
| Due Upon Completion of first successful payroll: (10%) | \$ 22,022.50 |
| Due Upon Completion of first successful billing from UB: (10%) | \$ 22,022.50 |
| Due Upon Completion of all training: (10%) | \$ 22,022.50 |
| Due Upon Project acceptance by Licensee: (10%) | \$ 22,022.50 |

A.3. EXPLANATION OF FEE SCHEDULE ITEMS FOR SERVICES

A.3.1 Software Maintenance.

Maintenance and support of the Software is not provided under this Software License Agreement, but under a separate Software Maintenance Agreement between Licensor and Licensee. In the event of a conflict between this "Explanation" of software maintenance and the Software Maintenance Agreement, the Software Maintenance Agreement shall prevail. Maintenance on the Springbrook applications is provided by Springbrook Software and includes telephone and Internet support, as well as enhancements to the version purchased. Maintenance on the database manager is provided by Springbrook Software and includes telephone and Internet support, as well as updates to the database as provided by Microsoft SQL Runtime Client. Maintenance on the database includes updates as provided by the database provider as well as telephone and Internet support from Springbrook for standard reports written by Springbrook and included as part of the standard releases.

A.3.2 Implementation Management.

Implementation Management Services. Implementation Management Services are vital to a successful implementation, and are considered consulting rather than training. An IM Specialist is assigned to manage your implementation, managing your workload, checklists, task lists and keeping you apprised of the status of your project. This involves on-going telephone and conference calls as well as written documentation. The cost of this line item in your quote will not change from your original quote as a result of completing the BPS (see below) depending on the complexity of your implementation (will you be using the system(s) and Application(s) as they are provided, will you be implementing all the features contained in the Application(s), will modifications be required, etc. – note: these conditions may also affect the training time listed in this quote, but there will be no increase in the quoted price if additional training time is required).

Business Process Study (BPS). Every agency is unique in the way it conducts business. In addition, other factors need to be considered, such as what, if any, interfaces need to be written to connect Springbrook to vendors' applications, what unique reporting requirements you may have, what type of forms you require, etc. During the BPS we consult with your staff on the best way to set up the new system to meet your organization's requirements. In summary, we help you maximize the benefits while minimizing any misunderstandings about the functionality or implementation of your new software. This service, including travel expenses, is included in the Initial Installation costs. Based on the BPS we provide a written document outlining our

findings for your review and approval. These findings will include any additional recommended applications as well as advice on not purchasing applications that may not serve your needs, the need for customization, as well as any other potential matters we have been able to uncover that are relevant to this project. There will be no increase in costs regardless of the results of the BPS, including but not limited to the cost of additional recommended training or other implementation services, or any additional Applications necessary to fulfill the purpose of the Software and the functionality requested by Licensee in Licensee's Invitation for Bid.

A.3.3 Consulting and Training Services.

The amounts payable by Licensee under the Agreement include travel time and expenses. Licensee shall provide users of the Software with Springbrook certified Software training. A system malfunction, failure or error caused by an untrained user shall not be the responsibility of the Licensor.

A.3.4 Modifications.

In order to keep the implementation schedule on track, no Modifications or Customizations other than those outlined during the BPS process will be made to the Software until the base system is installed (and all License Fees have been paid), unless those Modifications or Customizations are essential to Licensee's ability to go live on the application(s). No fees for Modifications or Customizations identified in the BPS process shall be charged.

A.3.5 System and Communication Requirements.

Operating Environment. Windows 2000 Server with Service Pack 2 or later, Windows 2003 Server, Linux, or IBM AIX. If using the MS SQL database platform, Microsoft SQL Server 2000, Standard or Enterprise versions will also be required.

Telephone/Modem Support. - Licensee shall provide and maintain a telephone line for speaking with the Springbrook Software support staff. Licensor shall provide the ability and security permissions to access the Springbrook Software Internet web site for a minimum of one computer with Springbrook Software installed. Licensee must also provide and maintain remote access for Springbrook Software to the computer or computers which serve the Springbrook Software database and disseminate the Springbrook Software application. This remote access must be made available through either an Internet connection of 128 kilobytes per second or greater, or a modem and a telephone line for the modem's use. This remote access also requires that the licensor offer Springbrook employees access through one of the products listed by Springbrook Software. These currently include: Symantec PCAnywhere, Citrix GoToMyPC, Microsoft Terminal Services, and Citrix Metaframe. VPN connections are currently supported using the Microsoft client included in Windows 2000 and Windows XP, as well as the Cisco System VPN Client.

A.4. ADDITIONAL SERVICE FEES

No service fees (including without limitation travel expenses) shall be charged during the Initial Installation for any service that is reasonably required to install the Software, to make required Modifications and Customizations, to convert the Licensee's files and to train all Licensee's employees who will be using the Software. Training will be limited to a maximum of four (4) individuals per Application unless otherwise and previously approved by the Licensor, as long as that training occurs at the same time in a training room setting, not individual desks or office locations; except that training of up to a maximum of ten (10) individuals per Application shall be provided for the following applications:

- Purchasing
- Accounts payable
- Payroll time entry
- Cash management/point-of-sale
- Reporting/query-by-example

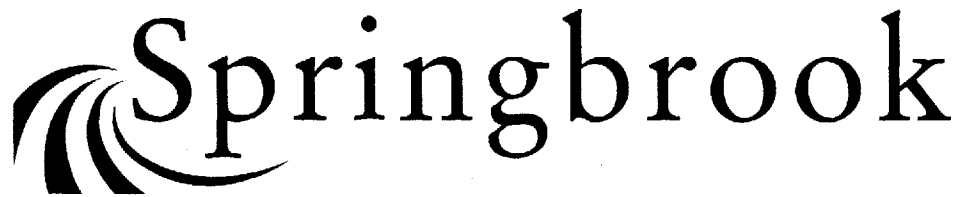
A schedule of service fees that may be charged by Licensor after final acceptance of the Software by Licensee during the maintenance period is attached to the Software Maintenance Agreement.

Attachment B – Conversion List

Licensors shall convert all data in the Licensee's financial files, including without limitation the following:

- Chart of Accounts**
- GL Transaction Balances**
- Accounts Payable Vendor Master**
- Accounts Payable Vendor History**
- Payroll Masters – Employee Data**
- Utility Billing Masters – Customers**
- Utility Billing Financial History**
- Utility Billing Meter History**
- Sales Tax**
- Fixed Assets Master**
- Accounts Receivable Master Debtor Table**

Conversion services are performed on a best effort basis and shall meet or exceed industry standards for such services. Some clean-up of the data by Licensee will likely be required.



**SPRINGBROOK SOFTWARE
SOFTWARE MAINTENANCE AGREEMENT**

PARTIES:

LICENSOR:

Springbrook Software, Inc., an Oregon corporation
111 SW Fifth Avenue, Suite 2900
Portland, OR 97204
Phone: 503.820.2200
Fax: 503.820.4500
Email: sales@sprbrk.com

LICENSEE:

**CITY OF NORTHGLENN
11701 COMMUNITY CENTER DRIVE
NORTHGLENN, CO 80233
SUZANNE GARCIA
303-450-8811
SGARCIA@NORTHGLENN.ORG**

Effective Date: _____, 2008 (the "Effective Date").

Licensor has licensed its proprietary software products and programs to Licensee under a Software License Agreement (the "Software License Agreement") executed separately by Licensor and Licensee in conjunction with this Software Maintenance Agreement (this "Agreement") and Licensee wishes to have Licensor maintain and support the use of the Software. Licensor and Licensee therefore agree as follows:

1. **Defined Terms.** Capitalized terms shall have the same meaning given to them in the Software License Agreement. The following terms are additional defined terms used in this Agreement, which shall have the meanings set forth below:
 - a. "**Error Correction**" means either a modification or addition that, when made or added to the Software, brings the Software into conformity with its published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.



- b. **“New Product”** means a new Application that is not a Modification or Customization of current Software provided to Licensee as listed on Attachment A. An existing Application offered in a new programming language, or an entirely new suite of Applications and databases may constitute a New Product.
- c. **“Service Pack”** means a set of files that may contain Error Corrections or Modifications not requiring database changes, or both, that can be downloaded over the Internet by Licensee without assistance from Licensor, and are generally made available 4 to 12 times per year.
- d. **“Temporary Fix”** means an initial correction or “fix” to a problem in the Software prior to the release of an Error Correction.

2. Term; Automatic Renewal; Termination. The initial term of this Agreement shall commence on the Effective Date and terminate on the five (5) year anniversary of the Effective Date (the “Initial Term”). This Agreement shall automatically renew at the end of the Initial Term for subsequent terms (each a “Renewal Term”) each of twelve (12) months thereafter, unless either party gives the other not less than thirty (30) days written notice of termination prior to the termination of the Initial Term or then-current Renewal Term.

3. Default; Opportunity to Cure. The following shall constitute an event of default under this Agreement if the defaulting party has not cured such event of default within thirty (30) days after receiving written notice from the other party identifying with reasonable specificity the event of default:

- a. Licensee's failure to pay any fees or charges due under this Agreement or the Software License Agreement;
- b. Licensee's creation or modification of data in a Springbrook Software database without written consent of Licensor, except through the licensed Springbrook applications; or
- c. Licensor's breach of a material condition of this Agreement, including without limitation the limited warranty provided in Section 12.

In the event that Licensee is in default under this Agreement, Licensor in its sole discretion may elect to terminate this Agreement or to place Licensee's Maintenance Agreement on hold until such default is cured. In the event that this Agreement is placed on hold pursuant to the preceding sentence, Licensee will be charged a

Reconnection Fee pursuant to Section 9. Additionally, the non-defaulting party shall have all remedies allowed at law or equity.

4. Scope of Maintenance. During the term of this Agreement, Licensor agrees to provide "Basic Maintenance Services" in support of the Software. Basic Maintenance Services shall consist of:

- a. Unlimited Support Services. Licensor will supply a toll-free line plus Internet access into Licensor's customer support center to answer questions and help resolve issues not related to Error Corrections.
- b. Error Correction. Licensor will use all reasonable diligence to correct verifiable and reproducible errors and failures of the Software to meet the Specifications within a reasonable time period after reported to Licensor. The Error Correction, when completed, may be provided in the form of a Temporary Fix consisting of sufficient programming and operating instructions to implement the Error Correction; provided that Licensor shall work diligently to incorporate the Error Correction into a Modification.
- c. Telephone/Modem Support. Licensor shall maintain a telephone and modem support line, or DSL Internet connection, or T1 connection to the Internet during normal business hours (5:00am - 6:00pm PST Monday through Thursdays and 5:00am - 5:00pm PST Fridays), excluding major national holidays, that permits Licensee to report errors in the Software and to receive assistance in cases of operator error. Licensee agrees to provide and maintain a means for Licensor to remotely access and maintain the Applications as installed on Licensee's computers or networks. The current list of supported means of this access is available from Licensor Software, but will include either a modem and dedicated modem telephone line, or an Internet connection of 128Kb, or faster, with a dedicated, static IP address. Licensee agrees to provide and maintain an Internet connection of 128Kb, or faster, for accessing Software updates and information from the Springbrook Software web site. In order to serve Licensee properly, Licensor requires that the modem be located physically in the server, not in a workstation on Licensee's network. If extraordinary maintenance is required by repeated operator errors or by a single operator error requiring extensive maintenance by Licensor, Licensor shall give the Licensee the option of paying hourly for additional maintenance or revoking the offending operator's right to use the Software until additional training by that operator has been obtained
- d. Changes in State and Federal Regulations. Licensor will provide updates needed to conform to state and federal regulations,

including changes to tax tables and routine forms, as changes become effective. Maintenance services under this Agreement do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods.

- e. **Service Packs.** Licensor may, from time to time, issue routine minor Modifications of the Software, known as Service Packs, which contain Error Corrections and minor Modifications to Licensees who have maintenance agreements in effect. Installation of Service Packs is provided at no charge to Licensee if completed over the Internet. Installation of Service Packs by Licensor at Licensee's site will be billed to Licensee at the then current hourly rate except in cases where Licensor is solely responsible for the inability to provide modem support.
- f. **Modifications.** Licensor shall offer Modifications to Licensee as they are available for release to Licensor's customers. To the extent Licensor develops such Modifications, it shall permit Licensee to obtain one copy of each Modification for each copy of the Software or Application being maintained under this Agreement at no cost. Installation of and training in support of Modifications Licensor at Licensee's site will be billed to Licensee at the then current hourly rate except in cases where the Modification is required to correct the failure of the Software to comply with the Specifications.

5. Exceptions. The following matters are not covered by, and are outside the scope of, Basic Maintenance Services. Licensor acknowledges that many of these services are being provided free of charge during the Initial Installation Period under the terms of the Software License Agreement.

- a. Onsite support services provided by employees or agents of Licensor, unless required to remedy failure of Software to meet the Specifications;
- b. Training, other than that set forth in Section 7(b), on or offsite file and data conversion costs, and consulting services (whether onsite or offsite);
- c. Maintenance or support services resulting from any problem resulting from Licensee's deliberate misuse, alteration (including local reports written by the Licensee), or damage of the Software;
- d. Support of operating systems; support of non-Licensor software (including but not limited to spreadsheets, word processors, general office software, and report builders (except for report building tools that are embedded in the Software));

- e. Onsite installation and management services for Modifications;
- f. Providing Internal Controls and/or balancing Licensee's books;
- g. Any training, consulting, implementation management services, and data conversion services required on an individual Licensee basis for Modifications (whether onsite or offsite);
- h. Any set up, support for and maintenance of additional production databases (whether onsite or offsite); and
- i. New Product license and service fees.

6. Cooperation of Licensee. Licensee agrees to notify Licensor promptly following the discovery of any error in the Software or the failure of the Software to meet the Specifications. Further, upon discovery of an error, Licensee agrees, if requested by Licensor, to submit to Licensor a listing of output and any other data that Licensor may require in order to reproduce the error and the operating conditions under which the error occurred or was discovered. Licensor shall treat any such data as confidential.

7. Fees and Expenses. There shall be no Maintenance fees during the Initial Term for Basic Maintenance Services. Maintenance Fees for each Renewal Term will be invoiced approximately ninety (90) days in advance of the commencement of each Renewal Term, but in any event shall be payable upon commencement of the Renewal Term. There shall be no maintenance fees during the Initial Term of this Agreement. Beginning in the first year following the Initial Term, maintenance fees shall be charged at the rates quoted in the Software Maintenance Agreement. After expiration of the first year following the Initial Term, maintenance fees will not increase by more than five percent (5%) annually.

- a. **Fees for Excluded Items.** Licensee agrees to pay fees for those items or services excluded from Basic Maintenance Services pursuant to Section 5, when and as the services are rendered and the expenses invoiced, provided, however, that no such additional fees or costs will be invoiced to Licensee without Licensee's prior written approval of the fees, costs, and related work. Licensor shall provide supporting documentation for all expenses upon Licensee's request. Rates for certain excluded items are set forth in Attachment B. Licensor reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances. Licensee is also responsible for sales or use taxes and state or local property or excise taxes associated with licensing, possession, or use of the Software or any associated

services. All fees paid hereunder are nonrefundable and will be forfeited in the event of termination or cancellation except as otherwise specifically provided herein.

- b. **Key Licensee personnel replacement.** If key personnel replacement occurs, Licensor reserves the right to require that the new employee(s) acquire Licensor-required training. Licensor offers free training at Licensor's Portland Training Center to all new department heads and one (1) new primary user in each department on Licensor software applications previously implemented by the Licensee. Up to a twenty percent (20%) increase in maintenance fees may occur if training is not received by all applicable users who call in for support.

8. Work Orders. Licensee may from time to time request from Licensor services, such as Software customizations or additional training, the cost of which is not included under this Agreement. Licensor shall make a reasonable and good faith effort to comply with such requests but shall retain sole discretion to decide whether such services are provided. Licensee shall receive from Licensor in advance an estimate of the cost of requested services. Licensor shall receive for all approved Licensee requests a signed work order from the Licensee and a deposit equal to fifty percent (50%) of the estimated cost of the service.

9. Billing. All invoices from Licensor to the Licensee for any product or service are due upon receipt. Invoices are past due forty-five (45) days after the date of invoice. Licensor may, at its option, charge all invoices forty-five (45) days and older an interest at a rate of one and one-half percent (1½%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became past due. Invoices are delinquent sixty (60) days after the date of invoice. A delinquent invoice may cause Licensor, at its option, to put the Licensee's account on hold, or, subject to the terms of Section 3, terminate this Agreement. Accounts on hold may receive no product, service, or support from Licensor (including without limitation Basic Maintenance Services) until all past due and delinquent invoices are paid in full. Once an account is placed on hold for non-payment, Licensor shall not be required to provide Basic Maintenance Services, or other products or services, hereunder until a "Reconnection Fee" equal to twenty-five percent (25%) of the current Term's annual Maintenance Fee is paid by Licensee.

10. Use and Restrictions. Error Corrections, Modifications, and New Products (and any other programming provided by Licensor, regardless of its form or purpose) shall be considered part of the Software for purposes of determining the parties' rights and

obligations related thereto pursuant to the License Agreement and this Agreement. Licensor shall have sole and exclusive ownership of all right, title and interest in and to such works (including ownership of all copyrights, trade secret rights and other intellectual property rights pertaining thereto), subject to the terms and conditions of the License Agreement.

11. Limited Remedy and Liability; Exclusion of Consequential Damages.

In no event shall Licensor be liable to Licensee for any consequential, indirect, special, or incidental damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss), even if Licensor has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies, and shall apply to all claims under the warranty described in Section 12. Licensor's liability for breach of warranty exists only during the warranty period set forth in Section 12.

12. Limited Warranty and Exclusions.

LICENSOR WARRANTS THAT IT WILL RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER, AND THAT DURING THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF TWELVE (12) MONTHS THEREAFTER LICENSOR, AT LICENSOR'S SOLE COST, SHALL CORRECT ANY FAILURE TO RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER. ANY CLAIM BASED ON THE FOREGOING WARRANTY MUST BE SUBMITTED IN WRITING TO LICENSOR SPECIFYING THE FAILURE IN REASONABLE DETAIL, AND SHALL BE SUBJECT TO THE NOTICE AND CURE PROVISIONS SET FORTH IN THIS AGREEMENT. LICENSEE AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF LICENSOR PROVIDED IN THIS AGREEMENT AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY OR PRODUCTIVENESS, COMPATIBILITY, DESIRED RESULTS, CAPACITY, OR THAT SERVICES RENDERED HEREUNDER WILL BE ERROR-FREE.

13. Venue; Governing Law.

Governing law and exclusive venue for any dispute between the parties arising out of or relating to this Agreement shall be as determined pursuant to the License Agreement.

14. Entire Agreement; Construction; Licensor and Licensee Representations.

This Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee and

supersedes all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly set forth or referenced in this Agreement shall be binding on either party. Rights, obligations and warranties under this Agreement extend to Licensee and Licensor only, and no other person shall be considered a third-party beneficiary of this Agreement or be otherwise entitled to any rights or remedies under this Agreement. No provision of this Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the preparation of this Agreement. Licensee represents and warrants that it possesses sufficient mastery of the principles of accounting to use the Software for its intended purpose, and Licensee acknowledges that it is solely the Licensee's responsibility to: develop and institute the use of manual and other appropriate controls to validate the accuracy of the data generated by the system and ensure that Licensee's books balance; review proof lists and reports to validate the accuracy of reports and statements; verify that all users of the Software are properly and sufficiently trained and experienced; and verify that a functioning archival system is in place, and that the data base is archived to a removable medium on a daily basis. In the event of a conflict between the Attachments and the main body of this Agreement, the main body of this Agreement shall control.

15. Modification; No Waiver. The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by the parties. No oral communication between the parties or their agents before or after execution of this Agreement shall be binding upon either party unless the parties expressly agree in writing to the terms of such communication. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by the party, and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.

16. Subject to Annual Appropriations. The Licensee's obligations hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond this current fiscal year. If funds for the purpose of this Agreement are not appropriated for any subsequent fiscal year, any obligations requiring such an appropriation shall be void and unenforceable without penalty or further obligation of the Licensee. This provision shall supersede any conflicting provisions in this Agreement establishing any monetary obligation beyond the current fiscal year.

17. Governmental Immunity. The parties hereto understand and agree the Licensee is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Licensee, its officers, employees, or volunteers.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative.

LICENSOR

LICENSEE

By:

By:

Name: Marily Rementeria

Name: Kathleen Novak

Signature: Marily Rementeria Signature: _____

Title: Managing Partner

Title: Mayor

Date: June 17, 2008

Date: _____, 2008

Attested to by:

Name: Johanna Small

Signature: _____

Title: Acting City Clerk

Date: _____, 2008

Approved by:

Name: Corey Hoffmann

Signature: _____

Title: City Attorney

Date: _____, 2008

ATTACHMENT A: SCHEDULE OF FEES – BASIC MAINTENANCE SERVICES

No maintenance fees shall be charged for the Initial Term for Basic Maintenance Services.

This Attachment A contains the price quote issued to Licensee showing the applications and corresponding maintenance/support service fees, as well as a schedule of payment terms for these maintenance/support services. These fees shall not apply until the first year following the Initial Term. Please note that these fees are for one full year. By signing this Agreement, Licensee is agreeing to this Schedule of Fees, which shall commence upon expiration of the Initial Term; provided that Licensee does not terminate this Agreement prior to the expiration of the Initial term.



Annual Maintenance Costs for City of Northglenn, CO

| Application/Products | 6th Year Maintenance |
|--|----------------------|
| Finance Suite | \$9,000 |
| Purchase Orders | \$1,600 |
| Payroll | \$3,400 |
| Human Resources | \$3,400 |
| Project/Grant Accounting | \$2,000 |
| Fixed Assets | \$2,000 |
| Accounts Receivable | \$2,000 |
| Central Cash Management | \$2,000 |
| Utility Billing Suite | \$4,100 |
| Standard Meter Reading Interface | \$700 |
| Standard GIS Interface | \$700 |
| Web Based UB Payments & Inquiry | \$2,045 |
| Sales Tax | \$2,000 |
| Work Order Management | \$5,000 |
| Total Springbrook | \$39,945 |
| Application Server Tier (30 Named Users) | \$4,500 |
| Access Agents (100 Casual Users) | \$1,750 |
| Total Other | \$6,250 |
| 6th Year Maintenance Costs | \$46,195 |

Springbrook will not begin billing annual maintenance until year six of the contract and will honor the initial maintenance quote amount and apply no CPI factor for the waived years.

ATTACHMENT B – SCHEDULE OF FEES NON-BASIC MAINTENANCE SERVICES

After hours support **\$ 150/hr**
(Maintenance contract covers support from 5:00am – 6:00pm PST Monday – Thursday and 5:00am – 5:00pm PST Friday.)

Onsite Installation **\$ 150/hr**

Network & Operating System Consulting **\$ 150/hr**
(Answering questions and assisting users and/or their consultants with all aspects of hardware, networks, and operating systems - includes installation, set-up, and troubleshooting.)

Onsite Training (Note: Report Writing is billed at \$150/hr) \$ 150/hr

(The training necessary for the average user has been included with the project total in the Software License Agreement. Additional one-on-one training, if requested, shall be billed at \$150/hr. One-on-one training may be held in the Portland, Oregon Training Center, or onsite. Any general non-one-on-one training at the Portland Oregon Training Center shall be provided to Licensee at no cost.)

Travel Time (billed one way) \$ 100/hr
(For onsite services)

Travel Expenses **Billed as Incurred**
(Lodging and meals will be charged on a not to exceed basis per IRS standards (per Publication 1542) for your area, unless no other options are available; airfare, car rental, gas and parking will be billed as actual as no IRS standards apply.)

Telephone Training **\$ 100/hr**
(Working with a trainer or customer support representative on questions other than support related issues (as defined in Maintenance Agreement) where the call exceeds 10 minutes in length is considered training rather than support and may be billed as such.)

Weekend/After Hours Training
Onsite rate **\$ 200/hr**
Telephone rate **\$ 200/hr**

Support Not Under Maintenance **\$ 250/hr**
(Minimum charge is \$125.)

NOTE: Senior Managers/Programmers/CPAs **\$ 200/hr**

These are current rates for services and are subject to change after 12 months of executed date of this contract.