



FINANCE MEMORANDUM
#08-02

March 3, 2008

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

FROM: A.J. Krieger, City Manager 
Brent Worthington, Finance Director *ae*
Financial Management System Project Team:
SuzAnne Garcia, FMS Project Lead, Treasury Manager 
Paula Jensen, Director of Management Services
Bob Lehr, Technology Manager
Acqunetta Likkel, Controller
Tammy Guenther, Pension and Contracts Administrator
Debbie Staub, Revenue Supervisor
Kathy Kvasnicka, Risk Manager
Jennifer Schmittling, Accountant II

SUBJECT: CR-55 – 2008 Springbrook Software Professional Services Agreement

RECOMMENDATION:

Attached to this memorandum is a Resolution which, if approved, would authorize the Mayor to execute the Professional Services Agreement between the City of Northglenn and Springbrook Software, Inc. (Springbrook) to provide a business process study during the calendar year for an amount not to exceed \$16,400. Staff recommends approval of the Resolution.

BACKGROUND:

At the February 21, 2008 Study Session, Staff made a presentation to Council recommending the selection of Springbrook Software Inc. to replace the City's current Financial Management System (FMS). At that Study Session, Council requested several follow up items for discussion at a subsequent Study Session. A presentation was made and the follow up items were discussed at the March 6, 2008 Study Session. At this Study Session, Council directed staff to bring forward a Resolution regarding the Springbrook Professional Services Agreement for Council consideration.

The Scope of Work is a Business Process Study (BPS) to gather information about the FMS applications the City is currently using and the applications being considered for purchase. It encompasses several steps and is anticipated to take between four and six weeks to complete. The BPS will provide a review of Northglenn's business processes to determine whether there are any processes the City would like to modify during the software conversion.

The final product of the BPS is an analysis, or blueprint, that will recommend the course of action for implementation of a new financial system. Implementation phasing and timing, hardware requirements, conversion expectations, training plan, and all costs associated with the project are included in the final analysis.

This is not a final contract to purchase and implement Springbrook's application. City Staff expects to return to Council with the findings of the BPS and then bring forward a purchase contract to Council on or before June 12, 2008.

POTENTIAL OBJECTION:

City Staff is not aware of any specific opposition to the proposed Agreement. Questions and outstanding items were discussed and resolved at the March 6th Study Session.

BUDGET/TIME IMPLICATIONS:

The not to exceed cost to provide the Business Process Study during 2008 is \$16,400. There are sufficient funds in the 2008 Integrated Technology Master Plan CIP Budget (account number 410.69250.000.3199.096) to pay for the business process study services.

STAFF REFERENCE:

If Council Members have any comments or questions, they may contact SuzAnne Garcia at 303-450-8811 or sgarcia@northglenn.org.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-55
Series of 2008

Series of 2008

A RESOLUTION APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF NORTHGLENN AND SPRINGBROOK SOFTWARE, INC.

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

Section 1. The Agreement for Professional Services between the City of Northglenn and Springbrook Software, Inc. attached hereto as Exhibit 1 is hereby approved and the Mayor is authorized to execute same on behalf of the City.

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 200__, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Springbrook Software, Inc. (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed Sixteen Thousand Four Hundred dollars (\$16,400.00). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as

may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Consultant has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) Consultant has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the U.S. Department of Homeland

Security and, if Consultant is not accepted into the basic pilot program prior to entering into this Agreement, Consultant shall apply to participate in the basic pilot program every three (3) months until Consultant is accepted or this Agreement has been completed, whichever is earlier.

(2) Consultant shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. **Duty to Comply with Investigations.** Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the Affidavit attached hereto.

IX. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: City Clerk's Office
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal conflicting provisions in the Agreement establishing any monetary obligation beyond the current fiscal year.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Consultant: Springbrook Software
111 SW Fifth Avenue, Suite 2900
Portland, OR 97204

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____

ATTEST:

Kathleen M. Novak
Type Name

Diana L. Lentz, CMC, City Clerk

Mayor
Title

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONSULTANT:

By: Marily Rementería

ATTEST:

Marily Rementería
Print Name

By: _____

Managing Partner 2/27/08
Title Date

Print Name

City's Contract # 2008C00215
SuzAnne Garcia
Print Name of City's Project Manager

Title Date

Attached is **EXHIBIT A “SCOPE OF SERVICES”** and **EXHIBIT B “AMOUNT OF COMPENSATION”**



Business Process Study Scope of Work

What is a Business Process Study (BPS)?

The BPS is designed as a time for the Springbrook Business Analysts to gather information about how your organization will use the Springbrook applications being licensed prior to the implementation commencing. The BPS encompasses several tasks, including onsite consultation(s), as well as the gathering of information and samples. Prior to the arrival of Springbrook's Business Analyst(s), you are responsible for:

- Reviewing the hardware and networking requirements for running the Springbrook applications to ensure any necessary changes to your hardware and/or network may be completed prior to installation of any Springbrook applications.
- Gathering your current sample reports, files, chart of accounts, etc. to review with the Springbrook Business Analyst.

Onsite Consultation

A Springbrook Business Analyst(s) will visit you to determine the best course of action for the implementation as well as assist you in reviewing any business processes you would like to modify during the software conversion. During this visit, you and the Springbrook representatives will exchange a great deal of information.

Utility Billing Structure and System Evaluation

A Springbrook Business Analyst will work with you to determine how the Springbrook applications will meet your utility billing needs. Because the Business Analyst will need to ask detailed questions about many aspects of your day-to-day processes, all key personnel who will be trained on the Springbrook applications should attend. The Utility Billing Structure and System Evaluation consist of several components:

- The Springbrook representative will discuss your general billing processes and requirements with you. In particular, you should be prepared to discuss in detail
 - Meters / Routes / Meter Reading Process
 - In addition to being prepared to discuss your meters and meter reading process, please complete the Meter Reading Interface Worksheet if you work with an automated reading system.
 - Backflow Tracking
 - Containers (Garbage Billing)
 - Billing Rates

- In addition to being prepared to discuss your billing rates, please have a copy of your rate schedule and tax schedule and copies of ordinances that affect your billing /tax rates available
 - Billing Process
 - Billing Statements
 - In addition to being prepared to discuss your billing statements, please complete the Billing Statement Worksheet and have examples of your statements on hand.
 - Winter Average Maintenance
 - In addition to being prepared to discuss your use of winter averaging, please have copies of ordinances that affect the way you calculate or apply winter averages available.
 - Cash Receipts
 - Adjustments / Manual Billings
 - In addition to being prepared to discuss your one-time fee and adjustment processes, please have a copy of your fee schedule and a list of adjustment types on hand.
 - Past Due Processing
 - In addition to being prepared to discuss your past due process, please have a schedule of your past due charges and notices on hand.
 - GL Distribution / Service
 - In addition to being prepared to discuss your accounting practices, please have an outline of how the services and fees you bill impact your general ledger available.
 - Account Maintenance
 - In addition to being prepared to discuss your account structure and account maintenance processes, please have a list of types of accounts available.
 - Service Requests
 - In addition to being prepared to discuss your work order/service request process, please have an example of your current service request forms on hand.
 - Write Off / Liens / Collections
 - Finals / Connects
 - Deposits / Refunds
 - If you regularly receive or send information to any other agency (lockbox companies, etc.) please have an outline of the information that is shared on hand (import and export files from your previous system are very helpful).
- The Springbrook representative will review the standard reports available in the Springbrook applications with you. You are responsible for approving each report.

- The Springbrook representative will review standard billing statements and past due statements with you. You are responsible for approving all forms you will be using.
- The Springbrook representative will review with you the following general items:
 - Features you like/advantages of current software
 - Features you dislike/disadvantages of current software
 - Features you are excited about in the Springbrook software
 - Things you fear about moving to the Springbrook System

Finance Structure and System Evaluation

A Springbrook representative will work with you to determine how the Springbrook applications will meet your accounting needs. Because the Springbrook representative will need to ask detailed questions about many aspects of your day-to-day processes, all key personnel from your staff who will be trained on the Springbrook applications should attend. The Finance Structure and System Evaluation consist of several components, they are:

- The Springbrook representative will discuss your general accounting process with you. In particular, you should be prepared to discuss in detail:
 - Your chart of accounts*
 - Your payroll practices
 - How you process cash receipts
 - Reporting requirements
 - How you process accounts payable
 - How you maintain and process licenses and permits
 - How you maintain and process miscellaneous receivables

** Please have a copy of your chart of accounts available for the Springbrook representative to review with you.*

- The Springbrook representative will review the standard reports available in the Springbrook applications with you. You are responsible for approving each report.*

** Please have copies of the reports currently in use within your department available for the Springbrook representative to review with you.*

- The Springbrook representative will review standard purchase orders, cash receipts, checks, vouchers and/or warrants with you. You are responsible for approving all forms you will be using.
- The Springbrook representative will review with you the following items:

- Features you like/advantages to current software
- Features you dislike/disadvantages to current software
- Features you are excited about in Springbrook's software
- Things you fear about moving to another software system

BPS Findings

After the BPS consultation, your Springbrook Project Manager will supply you with a summary of what was discussed in the IPS questionnaire and at the onsite BPS. This summary will include information about any special changes that will need to be made for the utility billing and/or finance system to meet your needs and a request for any information Springbrook may still need you to provide. You will be asked to:

- Review the BPS findings that your Project Manager sends to you
- Finish any outstanding worksheets and send them to Springbrook
- Obtain any additionally requested materials and send them to your Project Manager

Systems Analysis

Based on the information that you have provided, Springbrook Application Leads will evaluate how the Springbrook systems will best meet your needs. If your organization requires any customization of the applications, the Application Leads will provide specifications for how those changes will work. Once the Application Leads complete their review, Springbrook will provide outlines and cost bids associated with any customization requested.

Costs

Based on the following applications being considered for purchase:

- Finance Suite (GL/AP/Budgeting/ACH)
- Purchase Orders
- Requisitions
- Payroll
- Human Resources
- Project Management
- Fixed Assets
- Accounts Receivable
- Work Orders
- Utility Billing
- Central Cash Management

the costs to perform the Business Process Studies as outlined in this document are as follows:

- Features you like/advantages to current software
- Features you dislike/disadvantages to current software
- Features you are excited about in Springbrook's software
- Things you fear about moving to another software system

BPS Findings

After the BPS consultation, your Springbrook Project Manager will supply you with a summary of what was discussed in the IPS questionnaire and at the onsite BPS. This summary will include information about any special changes that will need to be made for the utility billing and/or finance system to meet your needs and a request for any information Springbrook may still need you to provide. You will be asked to:

- Review the BPS findings that your Project Manager sends to you
- Finish any outstanding worksheets and send them to Springbrook
- Obtain any additionally requested materials and send them to your Project Manager

Systems Analysis

Based on the information that you have provided, Springbrook Application Leads will evaluate how the Springbrook systems will best meet your needs. If your organization requires any customization of the applications, the Application Leads will provide specifications for how those changes will work. Once the Application Leads complete their review, Springbrook will provide outlines and cost bids associated with any customization requested.

EXHIBIT B: "AMOUNT OF COMPENSATION"

Applications

The BPS study will be based on the following applications being considered for purchase:

- Finance Suite (GL/AP/Budgeting/ACH)
- Purchase Orders
- Requisitions
- Payroll
- Human Resources
- Project Management
- Fixed Assets
- Accounts Receivable
- Work Orders
- Utility Billing
- Central Cash Management

Estimated Costs for Services

The estimated costs to perform two separate Business Process Studies (one for Finance and CIS and one for UB) as outlined in this document are as follows:

- | | |
|--|----------|
| • Financial and CIS Applications | \$10,800 |
| (Three days on site plus six days write up, internal reviews, client reviews and acceptance) | |
| • Utility Billing | \$ 3,600 |
| (One day on site plus two days write up, internal reviews, client reviews and acceptance) | |
| TOTAL SERVICES: | \$14,400 |
| • Anticipated Total Travel Expenses | \$ 2,000 |
| TOTAL COST ESTIMATE: | \$16,400 |

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

02/28/2008

PRODUCER

Marsh Commercial Business Center
 9830 Colonnade Blvd. #400
 PO Box 659520
 San Antonio, TX 78265-9520

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Springbrook Software, Inc.

541 Willamette Street, #209
 Eugene, OR 97401

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: ST PAUL FIRE & MAR INS CO

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE(MM/DD/YYYY) | POLICY EXPIRATION DATE(MM/DD/YYYY) | LIMITS | | | | | | | | |
|-----------------------------|--------|--|---------------|-----------------------------------|------------------------------------|--|----------------------|--------|--------------------|----|----------------------------|----|-----------------------------|----|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | TT05800145 | 02/16/2007 | 05/01/2008 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 25,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 | | | | | | | | |
| A | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | TT05800145 | 02/16/2007 | 05/01/2008 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | | | | | | | | |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ | | | | | | | | |
| A | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$10,000 | TT05800145 | 02/16/2007 | 05/01/2008 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$ | | | | | | | | |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | <table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | WC STATU-TORY LIMITS | OTH-ER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATU-TORY LIMITS | OTH-ER | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | | |
| | | OTHER | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Northglenn
 Attn: SuzAnne Garcia
 PO Box 330061
 Northglenn, CO 80233-8061

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Bonnie R. [Signature]
 © ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Springbrook Software, Inc.
(Prospective Contractor)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name 2007 Financial Management System IFB-2007-22

Bid Number IFB-2007-22 Project No. n/a

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien and that I (we) have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the United States Department of Homeland Security.

Executed this 14th day of December, 2007.

Prospective Contractor Springbrook Software, Inc.

By: Marilyn Bementeria

Title: Managing Partner of Sales

| | |
|-----------------------|---------------|
| Finance Dept Use Only | |
| Initials | <u>MB</u> |
| Date | <u>030708</u> |
| PO # | _____ |