

110 NW 1st Avenue
High Springs, Florida 32643



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CITY COMMISSION MEETING
AMENDED AGENDA
City Hall
110 N.W. 1st Avenue

SEPTEMBER 11, 2014

6:30 PM

CALL TO ORDER: MAYOR BYRAN D. WILLIAMS

INVOCATION: DISCIPLE VEGA VATI
HARE KRISHNA TEMPLE

PLEDGE OF ALLEGIANCE: MAYOR BYRAN D. WILLIAMS

ROLL CALL: JENNY L. PARHAM, CITY CLERK

APPROVAL OF AGENDA

APPROVAL OF MINUTES: JUNE 26, 2014 COMMISSION MEETING

**PROCLAMATION RECOGNIZING THE WEEK OF SEPTEMBER 17 – 23, 2014 AS
“CONSTITUTION WEEK”.**

JOHN MARTIN, CANDIDATE FOR ALACHUA COUNTY COMMISSION DISTRICT #1.

PRESENTATION OF TRAUMA KITS BY NEW CENTURY WOMEN’S CLUB.

BUDGET

- 1. CONSIDER RESOLUTION 2014 – M, A RESOLUTION OF THE CITY OF HIGH SPRINGS, FLORIDA; DETERMINING THE AMOUNT OF AND FIXING THE TENTATIVE RATE OF AD VALOREM TAXATION FOR FISCAL YEAR 2014/2015; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**
- 2. CONSIDER ORDINANCE 2014-04, AN ORDINANCE ADOPTING THE 2014/2015 FISCAL YEAR BUDGET OF THE CITY OF HIGH SPRINGS, FLORIDA; PROVIDING AN EFFECTIVE DATE.**
 - A. DISCUSSION AND CONSIDERATION IN PASSAGE OF ORDINANCE 2014-04 ON FIRST READING.**

**AGENDA
CITY COMMISSION MEETING
SEPTEMBER 11, 2014
PAGE 2 OF 2**

CITIZEN REQUESTS AND COMMENTS – FOR ISSUES NOT ON AGENDA (PLEASE GIVE YOUR NAME FOR THE RECORD – LIMIT COMMENTS TO 5 MINUTES)

NEW BUSINESS

- 1. REVIEW AND CONSIDER APPROVAL OF PROPOSAL FROM SPRINGBROOK SOFTWARE FOR UPGRADES AND THE ADDITION OF HUMAN RESOURCE MODULE TO CITY SOFTWARE.**
- 2. CONSIDER NOMINATING A CITIZEN FOR CONSIDERATION BY THE ALACHUA LEAGUE OF CITIES FOR PLACEMENT ON THE ALACHUA COUNTY TRANSPORTATION COMMITTEE.**
- 3. REVIEW AND CONSIDER APPROVAL OF CONTRACT WITH CITY ATTORNEY'S OFFICE.**
- 4. REVIEW AND CONSIDER APPROVAL OF ROTARY CLUB LEASE FOR THE CITY OWNED BUILDING LOCATED AT 605 NW 4TH STREET.**
- 5. REVIEW AND CONSIDER APPROVAL OF FISCAL YEAR 2015 AGREEMENT WITH NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL FOR COMPREHENSIVE PLANNING SERVICES.**
- 6. SCHEDULE WORKSHOP TO DISCUSS HIGH SPRINGS POLICE DISPATCH.**

CITY ATTORNEY REPORT/UPDATE

- A. UPDATE ON DEVELOPER'S AGREEMENTS.**
- B. UPDATE ON CAFETERIA PLAN.**
- C. UPDATE ON CONDEMNATION PROCESS.**
- D. UPDATE ON REDUCED UTILITY RATES FOR NON-PROFIT ORGANIZATIONS.**

CITY MANAGER REPORT/UPDATE

COMMENTS AND CONCERNS:

- 1. COMMISSIONERS**
- 2. MAYOR**

MOTION TO ADJOURN

PLEASE NOTE: PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, A PERSON WITH DISABILITIES NEEDING ANY SPECIAL ACCOMMODATIONS TO PARTICIPATE IN CITY COMMISSION MEETINGS, SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 110 N.W. 1ST AVENUE, HIGH SPRINGS, FLORIDA 32643, TELEPHONE (386) 454-1416.



Investment Proposal and Order Form
V6.05 to V7 .NET Migration
And Human Resources
In-house server
for
City of High Springs, FL

September 9, 2014

Springbrook Software

Ron Schlitzkus

Installed Account and Migration
Manager

866.256.7661 - *toll-free: ext - 6287*

503-820-6287 – *Direct*

Ron.Schlitzkus@sprbrk.com



EXECUTIVE SUMMARY

The City of High Springs, FL has been a Springbrook client for many years and we are looking forward to continuing that relationship for many more years. Springbrook has created a proposal to migrate the City of High Springs to the latest release of software, bringing the City to a version that is approximately 17 releases and several technology updates advanced from the version currently in use by the City.

We understand that these are difficult economic times for everyone and we want to do everything we can to make the migration quote as attractive as possible to the City of High Springs. One benefit to being with Springbrook is that payment of license fees is not required when you update your system.

Summary of Migration Investment Analysis

Migration Services

Training/Consulting - Existing Processes	\$	13,250.00
Migration/Conversion Services	\$	12,000.00
Custom Code and/or Additional Post Migration Consulting/Training	\$	-
Progress to SQL Conversion	\$	1,800.00
Total Migration Investment	\$	<u>25,250.00</u>
Additional Modules Human Resources and Employee Self Service	\$	12,100.00
Grand Total	\$	<u>37,350.00</u>

We continue to be committed to serving local governments and have been doing so for over 28 years. In fact, we are proud to call our very first client a current client. We look forward to maintaining that type of long standing relationship with the City of High Springs as well. Please let me know if you have any questions.

V7 .NET Migration Proposal

Customers who chose to migrate from our client-server version (V6) to Springbrook Software's .NET (V7) software are provided with the base software modules that are currently covered under a software maintenance agreement at no charge. However, services associated with the actual upgrade, such as Consulting and migration management services (project management, technical, programming, business analysis, custom code reduction review) and requests by client for Springbrook Software to rewrite any custom software to operate in the .NET environment are outside the scope of the customer's annual software maintenance agreement. Springbrook will provide and invoice these services on a fixed bid basis.

A successful migration of the Springbrook application and database to V7 requires close teamwork between each of our respective organizations. During this process you and your staff will be working with nearly every department within Springbrook's organization. Staffing resources from the following departments will play a major role in your migration:

- Sales/Marketing
- Implementations
 - Project Management
 - Consulting/Training
- Programming
- Conversions
- Quality Assurance
- Technical Services

The professional service fees identified in this Agreement are described on the following pages and include:

- Migration Management Services
- Migration Consulting/Training
- Initial Custom Code Review for this proposal (if applicable)
- Custom Code Reduction Review Services (if applicable or requested)
- Data Conversion
- Technical Service for installation of the new database release and new .NET release

Migration Management Services:

Our goal is to provide your organization with the highest quality products and services during your migration, and to strive for minimal disruption to normal business operations during this process.

Migration Management Services may include, but are not limited to, the following:

- Project Management to plan, schedule and track the complete migration process
- Programming Resources to map and convert data.
- Project Management to maintain communication with client, both verbally and in writing, regarding schedules, tasks and events throughout the process.
- Project Management to schedule and manage internal resources of support, programming, technical services, and Consulting/Training.
- Technical consultation and services to assist client in assuring adequate hardware configuration for maximum performance with V7 (.NET).
- Technical services to create, ship and assist in installing the latest software application files on the server.
- Technical services to order and assist in installing the latest database manager software at the client's site.
- Technical services to copy and retrieve the existing data, migrate to V7 (.NET), then install the newly upgraded data back to the client's site.
- Scheduling and coordination of on site, classroom, or web-based Consulting/Training covering the changes in the software from V6 to V7 (.NET).
- Project Management, Programmer and Business Analyst review of third-party software integration points if applicable
- Quality Assurance Testing and Documentation
- Post Migration Transition Services.

EXAMPLE PROJECT TIMELINE



Migration Project Outline

*NOTE: Project Outline assumes all available resources available in a sequential event. Depending on the inclusion of a testing phase, a migration project typically has a 10 - 18 week project run time from Planning Phase through Go-Live Phase.

Pre-Migration	Location	Responsible Agent	Project Milestone
Signed Contracts	Remote	Sales & Contracts	Yes
Migration Team Welcome Call	Remote	Sales, PM & Client	Yes
Detailed Custom Code Analysis	Remote	Programming	
Consultant Business Analyst Review	Remote	Consultant & Client	
Contracts and Questionnaire Review	Remote	Migration Team	
Project Assignment	Remote	PM	
Scheduling Call	Remote	PM & Client	Yes
Planning Phase			
Kick-off Call	Remote	PM, Consultant & Client	Yes
Project & Sales Survey Review	Remote	PM, Consultant & Client	
Hardware & Software Review	Remote	PM & Client	
Initial Programming Data Pull and Test Upgrade	Remote	Programming	
Enterprise Software Install	Remote	Programming	
Setup & Training Phase			
Live Overview (Navigation & Security)	Remote	Consultant & Client	
Programming Custom Code Rewrites	Remote	Programming	
System Configuration with Client Data (Users, Security, Test Checks & Statements)	Remote	Consultant & Client	Yes
Consultant In-House Testing	Remote	Consultant & Client	Yes
Processing Video Overviews (Module specific processes)	Remote	Client	
Parallel Phase (if necessary)			
Programming Data Conversion	Remote	Programming	Yes
Load System Configurations	Remote	Consultant	
Processing Assistance & Training	On-site	Consultant & Client	
Project Status Call	Remote	PM, Consultant & Client	Yes
Go-Live Phase			
Programming Data Conversion	Remote	Programming	Yes
Load System Configurations	Remote	Consultant	
Processing Assistance & Training	On-site	Consultant & Client	
Project Status Call	Remote	Client, Consultant, PM & Transition Services	Yes
Transition Phase			
Transition Services Weekly Calls	Remote	Transition Services & Client	Yes
Follow-up Training and Expanded Features on V7	Remote/On-site	PM, Transition Services & Client	Yes

Migration Consulting:

While work behind the scenes is a critical component to a successful migration, so too is the Consulting/Training your organization will receive from an accredited Springbrook trainer. Each migrating client will require varying degrees of Consulting/Training based on which version your organization is migrating from, coupled with the collection of modules actively used within your organization.

Training and Consulting Services may include, but are not limited to, the following:

- Consulting and Training services include a “train the trainer” approach so that your key staff members are well versed on how to properly use the new application for their current business processes, which in turn will allow them to train occasional or infrequent users when the need arises.
- Onsite sessions for your go-live week with experienced staff in each of the respective suites.
- Remote training sessions before and after the go-live event.
- Data validation services and assistance in securing new copies of files for initial review.
- Initial telephone conferences regarding planning and configurations, set-ups.
- Webinars on additional features.
- V7 Overview Sessions.
- Transition staff resources to augment the training and provide directed support services.

Initial Custom Code Review for this proposal

If your organization has custom solutions that Springbrook Software developed, our programming staff has conducted an initial high-level review of the custom code that we maintain on file for your organization. We have included budget figures based on the City’s custom solution(s) being re-written to operate in a V7 .NET environment. While it is our intent to continually add new standards to the application, not every custom solution written on behalf of your organization has the potential of being eliminated. For items which will require you to implement new business processes, the fees associated with the rewrite will be reallocated to services.

Custom Code Reduction Review Services (if applicable or requested):

Springbrook understands that the customization figures associated with ongoing maintenance services may not be concrete enough for your organization to secure project and budget approval. Recognizing this, Springbrook is able to offer a detailed custom code review upon written notification that your organization would like to proceed with a migration to V7. Since customization is often material, jointly investing time in this area to identify whether standard V7 functionality delivers the same or better results, can result in reduced annual maintenance associated with custom rewrites. **There is no up-front fee for performing this service** and effectively, in a good-faith effort, Springbrook is fronting your organization services that are part of the migration management services component of quotation. Depending on the level and complexity of customization, a significant amount of effort on both of our parts may be required for a successful outcome. During the normal course of the project, all other custom code will be closely evaluated and significant emphasis will be placed on trying to utilize standard V7 functionality to eliminate as much of the custom code as possible.

For this review to be scheduled, a Springbrook Project Manager will be assigned to oversee this pre-contract component of the project. Depending upon the number of programs and level of customization, we may assign and schedule a pool of resources which could include programming staff, business analysts, trainers and consultants to completely review each custom solution and determine whether or not it is a standard function in V7 or whether an alternate means exists that delivers the same, or better result. There will likely be multiple conference calls, webinar demonstrations and emails required between our organizations and all communication will be funneled through Springbrook's assigned Project Manager to ensure the appropriate resources are scheduled, timelines met and communication conveyed to the main point of contact within your organization. For each program that may need to be rewritten, a statement of work will be generated.

Middle Tier Licensing: As part of the migration, the legacy product that utilized a Progress V9 Middle tier has been replaced by new more dynamic technology. As part of this technological change we have retired the Progress components, and concurrent V6 licenses are converted to named users for an equal number. The designations of user types on the new platform are below:

Named User (1): 1 Named users can access the system on average more than 2 hours per week.

Access Agent (1): 1 Access Agent allows up to 100 people access the system for less than 2 hours per week on average.

Additional Migration Information:

- Migrations are managed by a Springbrook Project Manager (PM). They will act as your main point of contact for all scheduling and questions.
- The costs quoted do not include travel expenses for Springbrook staff members. The Consulting/Training for each application is fixed price. Any services that exceed scope will be formally proposed and accepted in advance in writing by City of High Springs.
- Migrating to V7 will allow the use of Microsoft Windows, XP, Vista, Windows 7 and Windows 8 operating systems.
- There will be no increase in annual maintenance costs for the standard products/modules licensed to the organization when migrating to this new version of the application. However, standard increases may apply in accordance with the Software Maintenance Agreement (SMA). Any custom solutions that remain in place post-migration that are not currently under maintenance may be subject to maintenance post-migration.
- Any custom solutions that are currently under maintenance that are rewritten to operate in V7 may be subject to a maintenance increase (not to exceed 10% of current amount).

Next Steps

Springbrook's review of this information with your organization

After you receive this proposal, Ron Schlitzkus, Installed Account Manager, will schedule a phone appointment to explain the contents of the proposal in further detail and to answer any questions. He may also be reached at ron.schlitzkus@sprbrk.com or 1-866-256-7661 ext. 6287 or directly at 503-820-6287.

Optional Complimentary & Educational Webinars

If you, or other members of your organization, have not had the opportunity to participate in a complimentary and regularly scheduled *V7 Informational Webinar* to learn more about the features and benefits of Version 7, please visit the Client Services Center of our website at <http://www.sprbrk.com/center/index.html> to see a list of upcoming sessions or contact Kelly Nissl at kelly.nissl@sprbrk.com. Springbrook also offers personalized webinar sessions to answer specific questions for your organization. Ron Schlitzkus is available to help coordinate these personalized sessions, or sessions for other modules and services that your organization may be considering acquiring.

Executing a Migration Agreement

When your organization is ready to move forward with a migration, please execute the form below, and return pages 10 to last.

Scheduling Your Migration

Within approximately two weeks of receiving your signed agreement, you will receive either written or verbal correspondence from a member of our Implementation Department to schedule an introduction call. Migrations are scheduled by your assigned Project Manager on a first come, first serve basis upon receipt of the signed contract. Please keep in mind that based on the time of the year, it may be six or more months before the on-site portion of the migration event takes place. In fairness to our other clients, we are unable to hold or block weeks on a calendar until we have an executed agreement in place, and detailed discussions between Springbrook's Project Manager and your assigned Project Manager have been held.

Migration Conclusion

Your original investment in Springbrook Software has been protected through the development of Version 7. With significant input from many of our clients, Springbrook has developed the next generation of software that will serve you, your stakeholders, and your constituents for many years to come. Version 7 (V7) provides an easy to deploy, easy to use and easy to access product. With the optional web-based and real-time interface modules we've introduced, your organization can also extend 24/7 service to your constituents for secure inquiry and payment options. And your employees will have the ability to remotely log time, view and print pay-stub and W2 information or complete open enrollment. We continue to solicit and implement ideas from our clients and continue to introduce new and powerful features into V7 each day. We value and thank you for your continued business and look forward to working with your team on this exciting project.

MIGRATION SERVICE FEES

V6.05 to V7 (.NET) Migration Pricing for: City of High Springs

Application/Products	Bdgt for Custom Code Rewrite	Consulting & Training
Finance Suite (GL, AP, ACH, Bank Rec, Bdgt)		\$2,500
Extended Budgeting & Forecasting		Included in FS
Standard Federal/State Reporting		Included in FS
AP Electronic Check Signature		Included in FS
Purchase Orders		\$2,000
Electronic Work-Flow setup & training		If Req'd-TBD
Payroll		\$2,000
Opt'l FLSA Consulting, Setup and Training post-migration		If Req'd-TBD
Miscellaneous Accounts Receivable		\$750
Central Cash Management/Point Of Sale		Included in UB
Utility Billing Suite	\$0	\$2,500
Service Order Request Management		Included in UB
Meter Inventory and History		Included in UB
Standard Meter Reading Interface		Included in UB
Occupational Licenses		\$2,000
Progress Report Builder for "Local Reports"		
*** NOT APPLICABLE-Crystal Reports used in .NET ***		
Sub Total Trng, Consulting and Custom ReWrite:	\$0	\$13,250
Migration Management & Post Migration Transition Services	\$12,000	
Pre Migration Project Management		
Detailed Custom Code Analysis		
Pre-Training Prep., Testing, Data Validation & Quality Assurance		
Technical and Network Services		
Post Migration Project Mgt & Transition Services		
Sub Total Project & Migration Mgt. Related Services:	\$12,000	
Professional Services - Post Migration Progress to SQL Conversion	\$1,800	
Middle Tier - App. User License (Qty 7) - List Price of V10 Lic	\$4,550	
Progress- User License (Qty 7) - Trade-In Value of V9 Lic	-\$4,550	
Sub-Total - Opt'l Post-Migration Progress to SQL Database Conversion*	\$1,800	
Discount	-\$1,800	
Total Estimated Project Costs	\$25,250	

7 - Existing Concurrent Users will be Upgraded to an Equal Number of Named Users and/or Devices

Consulting and Training portion of this quotes includes on-site and remote services provided by Springbrook. On-site Consulting portion of these quote assumes a one week go-live event unless otherwise noted on the quote. If both the client and Springbrook determine and mutually agree that additional time is required, a change order will be completed. Your agency will not be invoiced for any additional time without pre-approval.

Training/Consulting Estimate does not include travel time or expenses.

CUSTOM CODE

V6.06 to V7 (.NET) Migration Pricing for: City of High Springs

Program ID	Description of Custom Code to be ReWritten (If Required)		Prog Estimate	Hours	Suggestion
v6 File Name	Location	Description	V7 Analysis	Hours	Suggestion
Utility Billing					\$0.00
UB-Billing Statement.PRL p-ub493p.p	UB > New Billing > Statements	Customized 4-to-a-page layout with meter information.	This doesn't appear to be too different from our standard V7 4-to-a-page layout (which shows same meter details). I recommend that they review that and go with our standard. Any specific customizations to that can be added later if necessary.	8.00	Remove and consider our standard \$0.00
w-ub220u01.w	UB > Maintenance > Account	The Deposit and Refund checkboxes default states have been changed to checked.	This will not be necessary in V7.	0.00	Remove \$0.00
Sub-Total UB				8.00	\$0.00
GRAND TOTAL ALL CUSTOM				8.00	\$0.00

*N/A - Assumes that V7 standard functionality will replace this item. If Client elects to retain, we will provide custom bid once the project is underway.

* Note: During the Migration Springbrook will work with you to operate your business in the V7 environment using standard features and functions, thus eliminating custom code wherever possible. In the event that we are able to eliminate custom code, dollar values quoted will be used for consulting on alternative business practices or training, within 60 days of Go-Live.

** Note: Using feedback from many customers, Springbrook understands that during the initial Consulting/Training many clients are only able to dedicate resources to getting the V7 required features live. Because of this they have been unable to learn all the new value added features available to improve business efficiencies and leverage the full functionality of their new solution. This Post Go-Live Review and Consulting/Training will be provided within 60 days after Go-Live and includes a review of how your staff is currently utilizing V7 as well as Consulting on the new features and functions in V7.

ADDITIONAL MODULES (TO BE INSTALLED POST MIGRATION GO-LIVE).

V7 (.NET) Investment Pricing for: City of High Springs, FL

Application/Products	Application License Fees	Training, Imp. & Consulting	Project Management
Human Resources	\$6,000	\$5,200	\$1,800
Document Attachment & Cataloging	Included		
Integrated Report Archival	Included		
Total	\$6,000	\$5,200	\$1,800
Business Process Study	\$900		
Total Other	\$900		
Discount if purchase in conjunction with Migration.	-\$1,800		
Total Estimated Project Costs	\$12,100		

Annual Maintenance Costs for: City of High Springs, FL

Application/Products	1st Full Year Maintenance	1st Full Year Subscription	Total
Human Resources	\$1,320		\$1,320
Total Springbrook	\$1,320	\$0	\$1,320
	\$0		\$0
Total 1st Year Maintenance and Subscription Cost	\$1,320	\$0	\$1,320

Note: Maintenance and Subscription Services to start at Go-Live of the above modules.

PAYMENT TERMS

City of High Springs

Training, Consulting & Migration Management Services

Amount Due

2% Trng/Migration Mgt. deposit will be invoiced & due 30 days within receipt of agreement*	\$ 505
10% Trng/Migration Mgt. Invoiced & due by January 15, 2015	\$ 2,525
25% Trng/Migration Mgt. invoiced & due by May 15, 2015	\$ 6,313
25% Trng/Migration Mgt. Invoiced & due on Oct 15, 2016	\$ 6,313
25% Trng/Migration Mgt. Invoiced & due on Oct 15, 2017	\$ 6,313
13% Rem Balance of Trng/Migration Management invoiced & due on Oct 15, 2018	\$ 3,283
Sub-Total Training, Consulting, Migration Mgt, DB Licenses:	\$ 25,250
 GRAND TOTAL:	 \$ 25,250

* To expedite scheduling, consider returning signed Agreement as soon as possible. Upon receipt, Springbrook will generate an invoice for the deposit. Once the deposit is received, a Springbrook Project Manager will be assigned who will contact you to schedule the migration event.

Additional Module Payment Terms

Springbrook License Fees	\$ 6,000.00	\$ 600.00	10% Due upon signing
License Fee Discount	\$ (1,800.00)	\$ (1,800.00)	100% Applied at signing
		\$ 3,800.00	Due upon Project Kick Off
 Service Fees: Training/Consulting, Project Management, Conversion and Business Process Study	 \$ 7,900.00	 \$ 1,975.00	25% Due upon Project Kick Off
		\$ 1,975.00	25% Due upon Acceptance of Statement of Work
		\$ 1,975.00	25% Due upon Completion of Setup Phase
		\$ 1,975.00	25% Due upon Go-Live Acceptance
 Total Project Cost*	 \$ 12,100.00	 \$ 600.00	Total due upon signing

*Total Project Costs do not include Travel and Travel expenses.

This Order Form shows applications Client has purchased and the amount charged for each, the cost for implementation services, and the accompanying current maintenance costs. By signing the Order Form, Client is agreeing to purchase these applications under the umbrella of the original master agreement and the associated addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Order Form assumes all products to be implemented under the scope of a single project. Client caused project delays or requests to implement modules separately may require a change order and additional services fees. Training and Business Process Study (BPS) Estimates do not include travel time or travel expenses. **Investment will vary based on number of users, servers and GB being backed up. Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

Vendor: Springbrook Software, Inc.

Client: City of High Springs, FL

By: _____

By: _____

Name (Print): Tim Rosener

Name (Print) _____

Title: Vice President, Business Development

Title: _____

Date: _____

Date: _____



Springbrook Middle Tier Casual Users (Block 100) for City of High Springs, FL

12 Month Contract

City of High Springs, FL
9/9/2014

Proposed By:
Ron Schlitzkus
Install Account and Migration Manager
ron.schlitzkus@sprbrk.com
5038206287

Licensed Products and Services

#	Item	Product Type	Qty.	Sales Price	Total Price
1	Application User License Application User License, priced per user.	Premise; License	100	\$25.00	\$2,500.00

Product Breakdown and Financial Roll-Up

Product Family	Type	Total	Payment Terms
Recurring Costs			
License	Subscription	\$0.00	100% due upon signing
License	Maintenance	\$0.00	100% due upon signing, annually thereafter
Service	Subscription	\$0.00	100% due upon signing
IT	Hosting	\$0.00	100% due upon signing, annually thereafter
Non-Recurring Costs			
License	Premise	\$2,500.00	100% due upon signing
License	Maintenance Deferred	\$0.00	100% credited upon signing
License	Subscription Deferred	\$0.00	100% credited upon signing
Service	Conversion	\$0.00	25% due upon signing, 25% due upon Acceptance of Core Modules Statement of Work, 20% due upon completion of Core Module Setup Phase, 20% upon Core Go-Live acceptance, 10% due upon Full Go-Live Acceptance of all Modules
Service	Professional	\$0.00	25% due upon signing, 25% due upon Acceptance of Core Modules Statement of Work, 20% due upon completion of Core Module Setup Phase, 20% upon Core Go-Live acceptance, 10% due upon Full Go-Live Acceptance of all Modules

Go-Live Implementation

- Finance
- Payroll
- Utility Billing
- Community Development
- Special Assessments

These are the actual modules within the product suite that will be implemented for the "Go-Live" pursuant to the services being proposed. Other modules that may be included in your product level, not part of the "Go-Live", may be added however additional services will be required.

4-Year Cost of Ownership

Year	1	2	3	4	Total
One-Time	\$2,500.00				\$2,500.00
Recurring	\$0.00	\$0.00	\$0.00	\$0.00	

This table is an illustrative example of the costs being proposed modeled over a 4-Year period highlighting one-time and recurring charges.

Additional Information

Additional Information

Definitions

Masters: static information and data, based on a single individual or entity. An example of a Master file is Customer, Employee or Vendor contact information.

History: Information that is updated or added on a regular basis that is tied to a Master File. An example of History includes Checks, Billings or Receipts.

Client Requirements

Client must perform all data extraction from their legacy system and populate Springbrook Software, Inc. then current Standard Templates. Standard Templates and field listings are available for review by client upon request.

Client must validate the accuracy of data. Data in legacy system which is incorrect or does not balance will need to be altered by Client, or incorrect results will be carried through to new system.

Client must provide data according to the schedule mutually agreed upon with Project Manager, or project may incur changes to schedule or additional fees. Client must provide field descriptions and/or definitions For data that is being extracted from the legacy system

Vendor Requirements

Vendor will evaluate data provided from client to ensure that all required fields have been populated, that the formats provided meet the necessary criteria, and the limitations of field ranges.

Vendor will provide consulting services to assist client in analyzing data inputs meet criteria specified, and assist in testing to validate inputs are converted correctly to the SSI System.

Vendor will provide a secure method for electronic data transmission.

Vendor will ensure that all data provided in finalized templates are converted correctly into the corresponding fields or tables within the Springbrook Software, Inc. applications.

Once Client has offered final approval of data sets, Vendor will provide three (3) data conversions into the Live UB System and one (1) data conversion into the Live system for all other Applicable as specified on table above.

Limitations of Conversions Services

Unless otherwise specified and agreed to, Vendor will not consult on or assist in the removal of data from Client legacy system.

Vendor cannot convert data from a legacy system which is not available in a corresponding field.

Vendor cannot convert data into fields which exceed the maximum database field limitations.

The services listed above do not include consulting or data manipulation for the purpose of supplying the Client with information the Client didn't previously have access to.

Data requested to be converted after agreed to live conversion will be considered out of scope, and will require a change order, and be subject to additional fees.

All current templates and field listings are available on the Springbrook Software, Inc. website, and included herein by reference.

SPRINGBROOK SOFTWARE VERSION SEVEN MIGRATION AGREEMENT

This Agreement sets forth additional terms and conditions applicable to Version Seven, Licensed Software Products purchased by the City of High Springs, FL (Client) from Springbrook Software (Vendor). Version Seven is categorized as a new product by the Vendor. This agreement sets the terms and conditions of the exchange of Version Five & Six product licenses and services for Version Seven product licenses and services and their associated maintenance agreements. This agreement is intended to supplement current licensing and maintenance agreements in effect between the Client and the Vendor, in the event that term or condition in this agreement is in conflict with a previous agreement, this agreement shall prevail.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

(Migration Management Services) Migration Management Services are professional services provided to the client as defined in section 5.1.

(Migration Consulting) Migration Consulting are professional services provided by the vendor as defined in section 5.3

(Client Trainer(s)) An Individual or group of individuals employed by the Client (Maximum of 3) that Vendor will train on the use of the products and services covered by this agreement. Client Trainer(s) will be responsible for training the remaining staff in the Client environment.

(Client Project Manager) A Project Manager appointed by the client that will act as a single point of coordination and management for tasks that are the responsibility of the client to perform as a part of this agreement. Client Project manager will coordinate activities with the Vendor Project Manager.

(Vendor Project Manager) A Project Manager assigned by the Vendor to coordinate and manage the overall implementation of products and services covered by this agreement. Vendor Project Manager will manage vendor resources and coordinate with Client Project Manager to ensure that client resources are being allocated to project tasks as required.

(Fees) will have the meaning set forth in section 3.

(Remote Services) Remote Services means services performed by the Vendor at the Vendor place of business with Client at Client's place of business.

(On-Site Services) On-Site Services means services performed by the Vendor and the Clients Place of business.

(Concurrent Users) are defined as the number of users that can simultaneously access the Vendor software at the same time.

(Named Users) are defined as Specific users that are granted access to the Vendor Software. These Licenses are assigned to specific individuals and cannot be shared. Named users are users that need more than two hours a week of access to the Vendor Software.

(Progress Access Agents) are defined as a license for casual users to access the Vendor System.

(Casual Users) are defined as users who access the vendor software less than two hours a week.

(Change Order) is defined as any change to the scope of services of this agreement that is agreed to by both parties. A Change Order could include but is not limited to; additional on-site consulting; additional modules; custom programming and development or services not contemplated by this agreement or the appropriate order form. Change Orders are subject to applicable Fees.

(Progress Report Writer) is a third party proprietary custom report writing tool use to create client custom reports. Reports created with this tool in Progress Version 9 are referred to as "Local Reports".

2 SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor will provide Products and Services to the Client including:

(a) Implementing products and services as defined in the appropriate order form.

(b) Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service or product provider.

(c) Client understands that all Products purchased by the Client as part of this agreement are provided as is. Any Client specific changes (Custom) to the Products will require a Change Order.

(d) Client understands that products and services provided under this agreement are intended to migrate existing business processes and procedures to Version Seven product line. Client understands that if it intended to implement new features and services that it has not previously used that additional professional service fees may apply. Any additional services must be pre-approved by both parties in advance.

3 FEES AND PAYMENT

3.1 Fees.

Client will remit to Vendor all applicable fees for those Products purchased by Client, as set forth in the applicable Order Form(s) or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel and related expenses incurred in the performance of Professional Services. All Fees are non-refundable.

3.2 Payment.

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Form or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. If Client fails to timely pay any amount when due, Client shall pay, in addition, interest at the rate of one percent (1.0%) per month, but not to exceed the maximum allowed by law, on such delinquent amount.

3.3 Suspension of Services

Vendor may, at its sole discretion, suspend client's right to use any product under this Agreement if Client fails to remit any payment when due, as defined in the appropriate order form, within ten (10) days after receiving written notice from Vendor that payment is past due.

3.4 Taxes.

All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Products or performance of any services (collectively, "Taxes"). If the

Vendor is assessed taxes related to services provided under this Agreement, Client will be responsible for, and will reimburse the vendor. For the purpose of this section, reimbursement of taxes shall be considered a payment and will be subject to the terms and conditions set forth in section 3.

4 PRODUCT LICENSING

4.1 Vendor Products

Client is exchanging Version Six licenses for Version Seven Licenses as defined in the appropriate Order Form.

4.2 Third Party Products Provided By Vendor.

(a) Client is exchanging Progress Version 9 licenses for Progress Version 10 Licenses. Unless Client is already using Progress Version 10.

(b) For each Progress 9 Concurrent User, client will receive a Progress 10 Named User license.

(c) Client may be provided Progress Access Agents for a fee as required to support Casual Users as defined in the appropriate order form.

(d) A minimum of Five Progress Named User Licenses is required. If Client currently does not have Five Concurrent License, client will be required to purchase additional licenses.

(e) If Client wishes to change the database platform being used, additional costs will apply and Client will be required to complete a Change Order.

(f) Client understands that the Report Writer Feature of Progress was retired in Progress Version 10. Vendor is not providing a migration path for reports written by Client utilizing Progress Report Writer.

5 VENDOR RESPONSIBILITIES

5.1 Migration Management Services

Migration Management Services include the following Remote Services:

(a) Vendor Project Manager to plan, schedule and track the complete migration process.

(b) Migration of applicable client data to new products.

(c) Project Management to maintain communication with Client Project Manager, both verbally and in writing, regarding schedules, tasks and events throughout the process.

(d) Project Management to schedule and manage Vendor resources including; support, programming, technical services, and consulting.

(e) Technical consultation and services to assist client in assuring adequate hardware configuration.

(f) Technical services to install Vendor products on Client servers.

(g) Technical services to assist in the migration of client data to new environment.

(h) Scheduling and coordination of on-site, classroom, or Internet training covering new software

(i) Scheduling and coordination of training for financial applications, utility billing applications, land management and ancillary applications. This training may occur on different dates and be performed by different consultants.

(j) Project Management and Business Analyst review of existing and custom forms

(k) Project Management and Business Analyst review of existing Reports including and "Local" Reports that may have been modified using Progress Report Writer

(l) Project Management and Business Analyst review of existing Process Flow

(m) Project Management, Programmer and Business Analyst review for Custom Code Reduction if applicable

(n) Project Management, Programmer and Business Analyst review of third-party software integration points if applicable.

5.2 CUSTOM CODE RE-WRITE

Based on the results of the Custom Code Review, and with mutual approval by both parties vendor will re-write custom to run on the Version Seven products as defined in the appropriate Order Form.

5.3 Migration Consulting

Migration Management Services include On-Site Services and Remote Services. The services are comprised of but not limited to the following:

(a) Custom Code review will be conducted to evaluating current client custom code with the goal of reducing the need for said code in new environment.

(b) Review of new software and changes between new environment and old environment.

(c) Recommendations to Client on best practices associated with use of the new products.

(d) Client specific training on use of products and services. Training is limited to features and functionality that client is currently using in the old environment as applied to new environment.

(e) Vendor takes a "Train the Trainer" approach to training activities associated with the services provided under this section, for that purpose, all services provided to the client under this section will be provided to the Client Trainer(s).

6 CLIENT RESPONSIBILITIES

6.1 Migration Scheduling

(a) Client will participate in the Scheduling session to determine the Migration Schedule and schedule training and consulting dates.

(b) Client will approve in writing the mutually agreed to schedule. Client schedule change requests after approval will require a Change Order.

6.2 Access

(a) Client will provide administrative level access to servers and other equipment as requested by Vendor to facilitate the services being rendered by the Vendor under this agreement.

(b) Client will provide training and meeting facilities as defined by Vendor, at the client location to accommodate Vendor and Client staff.

6.3 Custom Code Documentation and v7 Analysis

(a) Client will participate in Custom Code Review meetings.

(b) Client will require that personnel with the authority to make decisions about the exclusion or inclusion of custom code are at all meetings.

(c) Client will provide written sign off and acknowledgement of decisions made regarding custom code inclusion or reduction prior to the migration. Written acknowledgement will be considered part of the Statement of work, and any alterations made after the project (Kick off) will require a change order, be subject to applicable fees, and will be considered outside of the timeline and scope of the project.

6.4 Review of New Environment and legacy Environment differences (Gap Analysis).

(a) Client will participate in (Gap Analysis) Review meetings.

(b) Client will require that personnel with the authority to make decisions about how Gap Analysis items are integrated into Clients Business Environment are at all meetings.

(c) Client agrees and understands that it is purchasing a new product and that features and functionality in the new system may have been updated to support the needs of the overall Springbrook client base. Client is responsible for ensuring that software provided meets their needs.

(d) Client agrees and understands that changes to standard functionality are considered custom requests and will require a change order.

6.5 V7 Software Installation

Client will make their information technology staff available as requested by Vendor Project Manager to facilitate the installation of software.

6.6 V7 Standard Reports Review

(a) Client will participate in Standard Report Review meetings.

(b) Client will require that personnel with the authority to make decisions about reporting and the appropriateness of reports being provided are in all meetings.

(c) Client will be required to approve all reports and confirm that reporting requirements are being met.

(d) Client agrees and understands that it is purchasing a new product and that standard reports in the new system may have been updated to support the needs of the overall Springbrook client base. Client is responsible for ensuring that reports provided meet their needs.

(e) Client agrees and understands that changes to reports are considered custom requests and will require a change order.

6.7 V7 Application Overview Session

Client will participate in Application Overview Session, with at least one Client Trainer.

6.8 Third Party Product Interfaces

(a) Client will notify, at the beginning of the project, Vendor Project Manager of all third party interfaces between Vendor Products and other products or services not provided by Vendor.

(b) Client understands that interfaces not previously purchased by Client from Vendor and interfaces that are not current on annual maintenance will require a Change Order to be completed.

(c) Session will consist of review of converted data per module between trainer and client.

6.9 Go-Live Session

(a) Client Project Manager will work with Vendor Client Manager to schedule the Go-Live Conversion.

(b) Depending on size of Client database, client will be required to schedule 2 to 4 days of downtime to accommodate the conversion of data prior to the go-live session.

(c) Client will make appropriate staff available during the go-live session.

(d) Client will be prepared and have appropriate staff available to validate that the conversion and the new software meets their requirements as defined by this agreement.

(e) Software Consultant will be on-site for this session.

7 ENTIRE AGREEMENT

This Agreement is a supplement to the terms and conditions set forth in clients licensing and maintenance agreement in effect with Vendor. Notwithstanding any other agreement in the event that a term or condition in this agreement conflicts with any previous agreement this agreement will prevail.

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

Vendor:
By: _____
Name (Print): _____
Title: _____
Date: _____

Client: City of High Springs, FL
By: _____
Name (Print): _____
Title: _____
Date: _____