Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers or in the City Clerk's office. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, Any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the City Clerk during regular business hours.

COMPTON CITY COUNCIL
AGENDA
02/07/2023

Closed Session 4:30 P.M.
Public Meeting 5:30 P.M.

CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
(3) Cases
Culbreath, Anthony v. City of Compton, LASC Case No. 20STCV14652
Rushing, George Anne v. City of Compton, LASC Case No. 21STCV35130
Vasquez, Jeffrey v. City of Compton, LASC Case No. 20STCV47256
Pursuant to California Government Code Section 54956.9(a)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
TITLE: City Controller
Pursuant to California Government Code Section 54957

OPENING

PUBLIC MEETING – 5:30 PM

REPORT ON CLOSED SESSION ACTION(S)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed..

APPROVAL OF MINUTES

1. December 20, 2022

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

2. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

   COMMISSION ON AGING - District 1, Councilmember Duhart (1 Appointment)
   BEAUTIFICATION COMMISSION - District 1, Councilmember Duhart (1 Appointment)

CITY MANAGER'S REPORT

3. POWERPOINT PRESENTATION - Illegal Dispensaries

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE CONTRACT SERVICES AGREEMENT WITH SPRINGBROOK HOLDING COMPANY LLC FOR A THREE (3) YEAR TERM FOR TWO HUNDRED THIRTY-SEVEN THOUSAND DOLLARS ($237,000) AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF SEVENTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND FIFTY-FIVE CENTS ($74,999.55) FOR UTILITY BILLING SOFTWARE SUPPORT SERVICES FOR FISCAL YEAR 2022-2023

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL STORM WATER PERMIT FEES ($35,333).

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOS ANGELES COUNTY FIRE FOUNDATION AND THE CITY OF COMPTON AUTHORIZING THE ORGANIZATION TO SERVE AS A FISCAL SPONSOR ON BEHALF OF THE COMPTON FIRE DEPARTMENT

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HARDY & HARPER, INC. FOR ROAD REPAIR SERVICES CITYWIDE ($320,797.40).

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 2/14/2023 5:30 PM

Visit our website at http://www.comptoncity.org

DECEMBER 20, 2022

The Closed Session Compton City Council meeting was called to order at 4:38 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was led by Mayor Sharif.

ROLL CALL

Council Members Present – D. Duhart, A. Spicer J. Bowers, Mayor E. Sharif
Council Members Absent – L. Darden

Other Officials Present: E. Perrodin, A. Godwin, B. Mims, T. Thomas

CLOSED SESSION AGENDA ITEM

CONFERENCE WITH LABOR NEGOTIATOR
Agency negotiators: Jabari Willis, Thomas Thomas, Triphenia Simmons and Sharon Rahban

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEM ONLY

There were no audience comments regarding the closed session items.

City Attorney Eric Perrodin requested a closed session for a conference with labor negotiators: Jabari Willis, Thomas Thomas, Triphenia Simmons and Sharon Rahban Employee organizations: SEIU Local 721, pursuant to Government Code Section 54957.6.

On motion by Duhart, seconded by Spicer, the closed session was approved by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Sharif
NOES: Council Members – None
ABSENT: Council Members – Darden

RECESS TO CLOSED SESSION

On motion by Spicer, seconded by Duhart, the City Council recessed to closed session at 4:39 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Sharif
NOES: Council Members – None
ABSENT: Council Members – Darden

RECONVENE TO OPEN SESSION

On motion by Darden, seconded by Duhart the City Council voted to reconvene at 5:44 p.m. by the following roll call vote:

ROLL CALL

Council Members Present: Duhart, Darden, Spicer, Bowers, Sharif
Council Members Absent: None

REPORT OUT OF CLOSED SESSION

City Attorney Eric Perrodin stated that there was no reportable action taken by the City Council during the closed session meeting.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Giovanni Galvan, spoke in support of the Compton Fire Department and raised concerns regarding the equipment that was purchased for the Department. Mr. Galvan then asked whether

the Ladder truck has been certified and further questioned why there has been no reports relative to the poor condition of the fire stations and the low staffing level and highlighted that the Compton Fire Department has 17 vacant Firefighter positions.

Daniel Salazar, President of Compton Firefighter Union Local 2216, commented on the outstanding Compton Christmas Parade and the wonderful holiday events held in the City. Captain Salazar urged the City Council to upgrade the City's infrastructure, repair the City's fire stations, provide the proper fire equipment apparatus and furthermore increase fire personnel. Captain Salazar wished everyone a Merry Christmas and a Happy New Year!

Humberto Espeleta, 311 E. Rosecrans, and commented that he would like to provide assistance to the Veterans and the homeless individuals in the community. Mr. Espeleta then stated that everyone must work together to improve the City.

Anthony Lewis discussed several concerns such as the lack of an ADA curb access on Kemp and Raymond Street and Cliveden Avenue, along with many other locations. Mr. Lewis commented that he has submitted a claim for his Mother and a paraplegic that were injured as a result of a broken sidewalk. Mr. Lewis informed the Council that the fence in Sunny Cove has been down for several months and urged the City to take action. Mr. Lewis then concluded that he has a plan to repair and upgrade the City of Compton, however, the Councilmembers never responded to him.

Andriana Hernandez, Latino Chamber of Commerce, invited the community to be part of the Navidad de Barrio on Friday, December 23, 2022 from 2:00 p.m. to 7 p.m. at Sr. Cliff's Burritos in Compton. Ms. Hernandez wished everyone a Merry Christmas and Happy New Year!

Lynn Boone commented that the City Manager is supposed to be evaluated mid-year as well as annually, and further offered that nothing has been accomplished by this administration. Ms. Boone then referenced Section 601 of the Compton City Charter and highlighted that all the powers of the City is vested in the City Council and noted that the Council is required to enforce all of the provisions of the Charter. Ms. Boone then noted that the City Charter requires that the City Treasurer collect all monies submitted to the City, and further added that it is a violation of the City Charter for the Assistant City Manager to collect funds and added that the Council must take action. Ms. Boone then raised concerns regarding closed session items and noted that several legal issues are not being brought before the City Council.

CONSENT AGENDA

GENERAL SERVICES

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO WAXIE ENTERPRISES, INC. DBA WAXIE SANITARY SUPPLY FOR THE PROCUREMENT OF EQUIPMENT AND SUPPLIES ON AN AS-NEEDED BASIS FOR THE GENERAL SERVICES DEPARTMENT ($50,000.00) ***(Approved Resolution Number 25,762)***

PUBLIC WORKS DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO VARIOUS VENDORS FOR THE PROCUREMENTS OF MATERIALS, SUPPLIES AND SERVICES FOR THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT ***(Considered later in the meeting)***

WATER DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE WATER DEPARTMENT'S FISCAL YEAR 2022-2023 BUDGET, TRANSFERRING FUNDS AND ESTABLISHING A PURCHASE ORDER FOR AKM CONSULTING ENGINEERS, INC. FOR PROVISION OF ENGINEERING SERVICES IN PREPARATION OF THE WATER SYSTEM

MASTER PLAN UPDATE AND HYDRAULIC MODEL CALIBRATION ($35,094) ***(Considered later in the meeting)***

It was moved by Spicer, seconded by Duhart, that the consent agenda be approved.

Councilman Bowers stated that he would like to consider item Numbers 2 and 3 separately.

Consent agenda item Number 1 was approved by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Sharif
NOES: Council Members – None
ABSENT: Council Members – Darden

PUBLIC WORKS DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO VARIOUS VENDORS FOR THE PROCUREMENTS OF MATERIALS, SUPPLIES AND SERVICES FOR THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

It was moved by Duhart, seconded by Darden, that the resolution be adopted.

Councilman Bowers questioned why the City is purchasing uniforms from two different vendors.

Damion Timmons, Public Works Division, responded that Public Works is utilizing the services for a different vendor but indicated that the Department will discuss the possibility of using the same vendor in the future.

Resolution Number 25,763 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO VARIOUS VENDORS FOR THE PROCUREMENTS OF MATERIALS, SUPPLIES AND SERVICES FOR THE PUBLIC WORKS STREET MAINTENANCE DEPARTMENT'** was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Darden Sharif
NOES: Council Members – Bowers
ABSENT: Council Members – None

WATER DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE WATER DEPARTMENT'S FISCAL YEAR 2022-2023 BUDGET, TRANSFERRING FUNDS AND ESTABLISHING A PURCHASE ORDER FOR AKM CONSULTING ENGINEERS, INC. FOR PROVISION OF ENGINEERING SERVICES IN PREPARATION OF THE WATER SYSTEM MASTER PLAN UPDATE AND HYDRAULIC MODEL CALIBRATION ($35,094)

It was moved by Duhart, seconded by Spicer, that the resolution be adopted.

Councilman Bowers commented that Pitney Bowes is leasing property from the City and further questioned if those funds could be used to cover the amount of this contract.

Victor Masa, Water Department Manager, responded that the Department is negotiating with Pitney Bowes relative to the upgrading of the area to serve as a parking lot before the City can begin receiving lease revenue funds from the company.

Resolution Number 25,764 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE WATER DEPARTMENT'S FISCAL YEAR 2022-2023 BUDGET, TRANSFERRING FUNDS AND ESTABLISHING A PURCHASE ORDER FOR AKM CONSULTING ENGINEERS, INC.**

FOR PROVISION OF ENGINEERING SERVICES IN PREPARATION OF THE WATER SYSTEM MASTER PLAN UPDATE AND HYDRAULIC MODEL CALIBRATION ($35,094)' was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

REGULAR AGENDA

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL WATER DEPARTMENT'S 2022-2023 FISCAL YEAR BUDGET AND TRANSFERRING SEVEN MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS ($7,988,000.00) OF AMERICAN RESCUE PLAN ACT FUNDS FROM THE DEPARTMENT'S 2021-2022 OPERATING BUDGET

On motion by Duhart, seconded by Darden, **Resolution Number 25,765** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL WATER DEPARTMENT'S 2022-2023 FISCAL YEAR BUDGET AND TRANSFERRING SEVEN MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS ($7,988,000.00) OF AMERICAN RESCUE PLAN ACT FUNDS FROM THE DEPARTMENT'S 2021-2022 OPERATING BUDGET**' was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO THE CITY OF LAKEWOOD CALIFORNIA FOR THE LEASE OF CENTRAL BASIN GROUNDWATER PUMPING RIGHTS FOR FISCAL YEAR 2022-2023, 2023-2024 AND 2024-2025 ($247,500.00)

On motion by Darden, seconded by Duhart, **Resolution Number 25,766** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO THE CITY OF LAKEWOOD CALIFORNIA FOR THE LEASE OF CENTRAL BASIN GROUNDWATER PUMPING RIGHTS FOR FISCAL YEAR 2022-2023, 2023-2024 AND 2024-2025'** was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Thanked everyone connected with the wonderful *12 Days of Christmas* event which spread cheer and good tidings to the 1st District as well as the entire City—and offered a special *'Thank you'* to Compton Sheriff's Deputy Harkless, the Compton Sherriff's Department and the Piru Street Block Club

- Repeated her request that the City Manager provide an update on the missing street signs and the City's swimming pool opening dates

- Requested that the City Manager provide an update of the closure of the illegal marijuana dispensaries in the City and further requested that the Compton Sheriff's Department provide the City Council and the community with monthly crime reports

- Wished everyone Happy Holidays!

Councilmember Spicer offered the following communications/announcements:

- Thanked and commended tennis legend Serena Williams and Door Dash for providing funds to the residents of Compton and also commended the Yetunde Price Resource Center

- Invited the residents of District 2 to participate in the 12 *Days of Christmas* event -- including a sleigh ride by Santa through the District

- Suggested that flashing red traffic signal lights be posted at the intersection of Long Beach Boulevard and Elm Street for the safety of the community

- Wished the residents Happy Holidays!

Councilmember Bowers offered the following communications/announcements:

- Commented on the amazing week he had serving the community and serving meals to the employees of the City of Compton to show how much they are appreciated and further thanked everyone involved

- Extended his gratitude to everyone involved with the wonderful holiday festivities, celebrations and displays of holiday cheer around the City and offered a special *'Thank you'* to the Compton Fire Department, Compton Sheriff's Deputy Harkless, Karen Harris, Renee Bowen and all the wonderful partners and volunteers

- Thanked Dr. Allen of Dusk to Dawn Urgent Care and his team as well as Mayor Sharif and Councilmember Darden for hosting such a wonderful event for the community

- Commented on the Sunny Cove mingle and jingle event which exceeded his expectations and noted that he was honored to be invited

- Requested that the City Council meeting be adjourned in memory of **Robert Bass**

- Wished everyone a happy holiday season!

Councilmember Darden offered the following communications/announcements:

- Congratulated Jerry Blackshire on his retirement and wished him prosperity and success in his future endeavors

- Commented on the celebration and recognition lunch for all the amazing City employees and further extended her gratitude to the employees that have been working for the City for 30 years or more

- Commended and thanked Dr. Eugene Allen of Dusk to Dawn Urgent Care for sponsoring a generous Turkey Giveaway at the Compton Woodley Airport and highlighted that the residents were very appreciative of the food, goods and services provided

- Thanked the Compton Sheriff's Department and the Compton Fire Department for driving Santa Claus around the City to celebrate the holiday season for the children of Compton and further commended the community block clubs for their participation and offered a special to Deputy Harkless and noted that she enjoyed her ride along in Santa's sleigh and added that it was delightful to see the joy on the faces of the children of Compton

- Announced that she will be sponsoring a City-wide E-waste collection and paper shredding event on January 7, 2023 from 9:00 a.m. to 1:00 p. m. at the Gateway Towne Center, 1621 Towne Center Drive, Compton—residents may shred up to 3 bank boxes full of paper items

- Thanked Miguel Flores of the Reprographics Department for providing such excellent reproduction products with expediency and professionalism

- Wished Mayor Sharif a Happy Belated Birthday!

- Wished Benjamin Holifield a Happy Belated 88th Birthday!

- Wished everyone Feliz Navidad and a Merry Christmas!

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif requested that the City Manager post signs around the City informing the community regarding the dates for the street repair projects, including the funding sources for the various projects.

- Mayor Sharif requested that the City Manager provide the residents with a timeline schedule for the opening and closing hours of the City's parks.

- Mayor Sharif requested that the City Manager immediately address the huge piles of trash and debris around the City, particularly in the vicinity of 116 E. Alondra

- Mayor Sharif thanked everyone associated with the hugely successful Compton Creative Career Fair which was recently held in the City and provided the residents with gainful insight on behind-the-camera jobs in the film industry.

- Mayor Sharif thanked and commended Dr. Eugene Allen of the Dusk to Dawn Urgent Care for providing the community with food and resources during his Turkey Giveaway and health screening event.

- Mayor Sharif wished the residents of Compton a Feliz Navidad and a very Merry Christmas!

ADJOURNMENT

On motion by Duhart seconded by Darden, the meeting was adjourned in memory of **Robert Bass** at 6:38 p.m. by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

CITY CLERK OF THE CITY OF COMPTON **MAYOR OF THE CITY OF COMPTON**

February 7, 2023

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE CONTRACT SERVICES AGREEMENT WITH SPRINGBROOK HOLDING COMPANY LLC FOR A THREE (3) YEAR TERM FOR TWO HUNDRED THIRTY-SEVEN THOUSAND DOLLARS ($237,000.00) AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF SEVENTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND FIFTY-FIVE CENTS ($74,999.55) FOR UTILITY BILLING SOFTWARE SUPPORT SERVICES FOR FISCAL YEAR 2022-2023

SUMMARY

Adoption of the attached resolution will authorize the City Manager to renew the contract services agreement with Springbrook Holding Company LLC (Springbrook) for a three (3) year term (7/1/2022 - 6/30/2025) for $237,000.00 and issue a purchase order in the amount of $74,999.55 for utility billing software support, software licenses, subscriptions, maintenance and housing for Fiscal Year 2022-2023.

BACKGROUND

Springbrook is the leading financial cloud platform, delivering secure, modern and intuitive cloud based financial solutions specifically for local governments. Springbrook is an affordable financial system with industry leading finance, utility billing, cashless payments, and cash receipting solutions that are in use by over 1100 agencies nationwide.

The Department utilizes the services of Springbrook for the maintenance and technical support of its utility billing software. This software tracks meter reading and payment history, outsourced bill printing, IVR, work orders, collection and finance and offers an array of customizable reports to meet the needs of the Department.

The Department bills approximately 22,000 customers monthly for water and refuse collection services. Springbrook has been instrumental in meeting the needs of the Department, including streamlining utility billing and reporting processes with built-in intelligence and swift access to reliable data. Springbrook also provides customers with 24/7 access to their accounts supported by multiple convenient payment methods.

STATEMENT OF THE ISSUE

The Department has utilized the Springbrook software for many years, and $45,396.55 of the requested amount is being used to fund the annual subscription, which provides the Department with access to the maintenance and support services that are provided by Springbrook. Without these services, the Department will be unable to process new water and refuse billing statements, generate mandatory reports, or interface with the Treasurer's Office for payments and payment related information.

Additionally, $5,600 of the requested amount is being used to fund the Department's CivicPay Voice IVR Subscription through Springbrook, which provides our customer's with the option to pay their utility billing statements over the telephone. Springbrook offers the option for our customers to pay their utility billing statements via ACH (check), or by credit card, just as they are accustomed to in person. The Department also has to pay Springbrook $1.00 per transaction for online and telephone payments, therefore, the Department is requesting $20,068.00 to pay those fees.

The Department is also requesting $3,935.00, which will be used to fund the Department's 5K Outbound Message Block Subscription though Springbrook. This subscription will allow the Department to send a reminder via telephone calls to our customers who have past due utility billing statements, in an attempt to avoid service interruption. The annual subscription, with our selected add-ons are required from Springbrook in order to utilize the software to its fullest capacity, and deliver optimal service to our customers.

Therefore, the Department did not attempt to initiate the RFP process for access to Springbrook's support and maintenance services, because they are the only company that is able to provide such services for their software. In order to initiate the RFP process the Department would have to acquire new utility billing software that provides the same level of services that are provided by Springbrook, which is not cost effective or operationally efficient at this time. Please see the attached document titled, "Signed Source Justification SpringBrook," for a more in-depth explanation.

Maintenance & Support Subscription	$45,396.55
CivicPay Voice IVR Subscription	$5,600.00
5K Outbound Message Block Subscription	$3,935.00
Online & Telephone Payment Fees	$20,068.00
Total	**$74,999.55**

ALTERNATIVES

Staff does not recommend any alternatives. Springbrook is the utility billing software used by the Department.

FINANCIAL IMPACT

The cost for the utility billing software support services for the three (3) year term is Two Hundred Thirty-Seven Thousand Dollars ($237,000.00). The cost for Fiscal Year 2022-2023 is Seventy-Four Thousand Nine-Hundred and Ninety-Nine Dollars and Fifty-Five Cents ($74,999.55).

Funds for this expenditure are allocated in the following account:

Account No.	Account Description	Amount
5000-900-000-4222	Computer Software	$74,999.55

The annual maintenance and support, CivicPay Voice IVR Subscription, and 5K Outbound Message Block Subscription will be subject to an automatic standard annual price increase of no more than five percent (5%) of the prior years' service fees. Furthermore, the amount allocated for the Online & Telephone Payment fee of $1.00 per transaction is subject to change depending on the actual amount of customers who choose to participate in paying their utility billing statements online or via telephone. The allocated amount may need to be adjusted in future Fiscal Year budgets.

RECOMMENDATION

It is staff's recommendation that the City Council adopt this Resolution and renew the contract services agreement with Springbrook for utility billing software support and authorize the City Manager to execute a purchase order for a total amount of $74,999.55.

VICTOR MEZA
WATER DEPARTMENT MANAGER

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE CONTRACT SERVICES AGREEMENT WITH SPRINGBROOK HOLDING COMPANY LLC FOR A THREE (3) YEAR TERM FOR TWO HUNDRED THIRTY-SEVEN THOUSAND DOLLARS ($237,000.00) AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF SEVENTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND FIFTY-FIVE CENTS ($74,999.55) FOR UTILITY BILLING SOFTWARE SUPPORT SERVICES FOR FISCAL YEAR 2022-2023

WHEREAS, the Compton Municipal Water Department (Department) bills approximately 22,000 customers monthly for water and refuse collection services; and

WHEREAS, Springbrook Holding Company LLC (Springbrook) is the leading financial cloud platform, delivering secure, modern and intuitive cloud based financial solutions specifically for local governments; and

WHEREAS, the Department currently utilizes Springbrook for the maintenance and technical support of its utility billing software. This software tracks meter reading and payment history, outsourced bill printing, IVR, work orders, collection and offers an array of customizable reports to meet the needs of the Department; and

WHEREAS, Springbrook is the sole vendor authorized to provide these services to the Department; and

WHEREAS, the cost for Maintenance & Support Subscription for Fiscal Year 2022-2023 is $45,396.55. The annual subscription is subject to an automatic standard annual price increase of no more than five percent (5%) of the prior years' service fees; and

WHEREAS, the cost for the CivicPay Voice IVR Subscription for Fiscal Year 2022-2023 is $5,600.00. The annual subscription is subject to an automatic standard annual price increase of no more than five percent (5%) of the prior years' service fees; and

WHEREAS, the cost for the 5K Outbound Message Block for Fiscal Year 2022-2023 is $3,935.00. The annual subscription is subject to an automatic standard annual price increase of no more than five percent (5%) of the prior years' service fees; and

WHEREAS, the cost for Online and Telephone Payment Fees for Fiscal Year 2022-2023 is estimated at $20,068.00. The amount allocated for the Online & Telephone Payment fee of $1.00 per transaction is subject to change depending on the actual amount of customers who choose to participate in paying their utility billing statements online or via telephone, the amount allocated may need to be adjusted in future Fiscal Year budgets; and

WHEREAS, the annual subscription is subject to an automatic standard annual price increase of no more than five percent (5%) of the prior years' service fees; and

WHEREAS, funds for this expenditure are allocated in the Department's Fiscal Year 2022-2023 budget in Account No. 5000-900-000-4222.

NOW, THEREFORE, THE COMPTON CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager is authorized to renew the contract services agreement with Springbrook Holding Company LLC (Springbrook) for a three (3) year term (7/1/2022 – 6/30/2025) for Two Hundred Thirty-Seven Thousand Dollars ($237,000.00) and issue a purchase order in the amount of Seventy-Four Thousand Nine

Hundred and Ninety-Nine Dollars and Fifty-Five Cents ($74,999.55) for utility billing software support for Fiscal Year 2022-2023.

SECTION 2. That funds in the amount of $74,999.55 are allocated in the Department's Fiscal Year 2022-2023 Budget in Account No. 5000-900-000-4222 (Computer Software Fund). A five percent (5%) automatic standard price increase will be assessed on an annual basis for the duration of this agreement.

SECTION 3. That a certified copy of this resolution shall be filed in the office of the City Manager, City Clerk, City Controller, City Attorney and Compton Municipal Water Department.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

SPRINGBROOK SOFTWARE, INC.
MASTER CLIENT AGREEMENT

This Springbrook Software, Master Client Agreement is made and entered into as by and between Springbrook Software, Inc., an Oregon corporation having its principal place of business at 1000 SW Broadway suite 1900, Portland OR 97205, ("Vendor") and City of Compton ("Client"), a(n) California agency having its principal place of business at 205 South Willowbrook Avenue, Compton, California 90220.

This Agreement consists of the general terms and conditions set forth below and any applicable Addenda.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Agreement mean the following unless specifically defined elsewhere in this Agreement, or in an applicable Addendum or Order Form.

"Addendum" means an amendment or supplement to this Agreement executed by both parties.

"**Agreement**" means this Agreement, any applicable Addenda, and any Order Form or Statement of Work executed by both parties.

"**Change Order**" means a written request to change the terms or scope of a Statement of Work or an Order Form.

"**Claim**" means any claim, demand, cause of action, debt, liability, or other obligation, including reasonable attorney fees incurred in connection with such a claim.

"**Confidential Information**" means (a) any confidential, proprietary or trade secret information of the disclosing party ("Discloser") that, if in tangible form, is reasonably marked as confidential, secret or with a comparable legend, or, if disclosed orally or visually, is reasonably identified as confidential at the time of disclosure or within a reasonable time following disclosure; (b) discussions relating to such information; and (c) any information the receiving party ("Recipient") knew or reasonably should have reasonably known under the circumstances to be confidential.

"**Consulting Services**" means services provided to analyze Client requirements and make recommendations on how to best implement and utilize Vendor Products. Client is solely responsible for insuring that accepted recommendations are appropriate for use within the Client's organization.

"**Documentation**" means the then-current, non-user specific, written instructions, user guides, and user manuals for the Products, if applicable, whether in electronic, paper or other equivalent form, provided by Vendor to Client.

"**Executable Code**" means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

"**Effective Date**" means the date the applicable Order Form is signed by the Client for the Products or Services being purchased.

"**Fees**" has the meaning set forth in Section 3.1 below.

"**Indemnified Parties**" means each party entitled to indemnification under this Agreement and its officers, directors, employees and agents.

"**Licensed Software Products" or "Vendor Software"** means the machine-readable, object-code version of the software licensed by Vendor to Client, including all related Documentation and any modified, updated or enhanced versions of the software that Vendor may provide to Client, as set forth in the applicable Order Form and under the terms and conditions of this Agreement.

"**Product Maintenance Services**" means on-going services provided by Vendor to Client as set forth in the Software Maintenance Addendum.

"**Order Form**" means the ordering documents, in a form specified by Vendor, representing the initial purchase of the Products as well as any subsequent purchases of Products that are signed and submitted by Client to Vendor.

"**Output**" means any work product, forms, checks, statements, reports interfaces to third parties, or information provided by Vendor or Vendor Products.

"**Products**" means items purchased by Client as set forth in an Order Form or Statement of Work, in accordance with any applicable Addendum. Products may include Licensed Software Products, Services, Subscription Services, Product Maintenance Services, Professional Services, and Product Customization.

"**Professional Services**" means implementation, training, installation and data recovery, migration and restoration services and other professional services provided by Vendor to Client, but specifically excluding Product Maintenance Services and Subscription Services.

"Services" means Consulting Services, Subscription Services, Professional Services, Product Customization, and any other services provided by Vendor to Client.

"**Subscription Services**" means software based services that are provided to the Client by the Vendor or a third party on a re-occurring basis.

"**Source Code**" means the human-readable version of a software program than can be compiled into Executable Code.

"**Statement of Work**" means a written description of work signed by the parties pursuant to which Vendor provides Professional Services to Client and is covered by the terms and conditions of this Agreement.

"**Taxes**" has the meaning set forth in Section 3.4. "**Term**" has the meaning set forth in Section 9.1.

2 SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor will provide Products and Services to the Client. These general terms and conditions may be supplemented by the applicable Addenda,

including any Addenda identified in Table A. Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service provider. Client also understands that all Products purchased by the Client as part of this Agreement are provided as is. Any Client specific changes to the Products will require an Addendum or amendment consistent with section 11.3.

3 FEES AND PAYMENT

3.1 Fees.

Client will remit to Vendor all applicable fees, including but not limited to license, maintenance, professional service and other fees for those Products and Services purchased by Client, as set forth in any applicable Order Form or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel, travel time, phone and related expenses incurred in the performance of Services, which costs are also considered to be Fees. Except as specifically set forth in this Agreement, all Fees are fully earned upon receipt and 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 to all principal due, 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, may suspend client's right to use any Product provided by Vendor under this Agreement if Client fails to remit any payment when due within ten (10) business days after receiving written notice from Vendor that payment is past due. This section does not in any way waive Vendor's rights under section 9.

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 or the Client is required to withhold Taxes related to services provided under this Agreement, Client will be responsible for, and will reimburse the Vendor. Taxes shall be considered a Fee and will be subject to the terms and conditions set forth in this section 3.

4 OWNERSHIP

4.1 Title

Client acknowledges, represents and warrants that title to and ownership of the Licensed Products, Systems, and Documentation, including all corrections, enhancements, or other modifications to the Licensed Software, Products, systems, and Documentation, are the sole and exclusive property of Vendor and its third party vendors. This includes all material displayed on the screen or generated, such as icons, screen displays, etc.

4.2 Proprietary Rights Notices.

Client shall not delete, alter, cover, or distort any copyright, trademark, or other intellectual property rights placed on or in the Products and shall ensure that all intellectual property right notices are reproduced on all copies thereof.

5 CONFIDENTIALITY

5.1 Obligations.

Each party acknowledges that, in the course of its performance of this Agreement, it may obtain the Confidential Information of the other party. The duty to protect any Confidential Information shall survive the termination of this Agreement. The Recipient of any Confidential Information shall use the same level of care to protect the Confidential Information of the Discloser that Recipient takes to protect its own confidential information, but, at a minimum, shall take reasonable steps to prevent the unauthorized disclosure of and to maintain the confidentiality of the Confidential Information of Discloser. Recipient shall not disclose the Confidential Information of Discloser to any employees, contractors, or other third parties except as specifically authorized by Discloser or as necessary to perform Recipient's obligations under this Agreement. Recipient shall use its best reasonable efforts to ensure that any party to whom Recipient does disclose Confidential Information is subject to confidentiality obligations at least as protective as those in this Agreement. Recipient shall be liable for any breach of these confidentiality obligations by any individual or entity receiving Confidential Information from Recipient. However, the parties acknowledge and agree that, notwithstanding such measures taken to prevent unauthorized disclosure, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to Confidential Information. The Confidential Information disclosed by Discloser may only be used by Recipient as necessary to perform its obligations or exercise its rights under this Agreement. Recipient shall indemnify Discloser for damages or costs incurred by Discloser as a result of the unauthorized use, disclosure or distribution of any Confidential Information facilitated by Recipient's breach of these confidentiality obligations.

5.2 Exceptions.

The obligations set forth in Section 5.1 will not apply to any information that is required to be disclosed by:

(a) An authorized court or other governmental body or;

(b) Otherwise required by law. Such disclosure will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient will provide prompt written notice thereof to Discloser and will cooperate with Discloser to limit any disclosure to the fullest extent possible.

6 LIMITED WARRANTIES AND DISCLAIMERS

6.1 Assumption of Responsibility.

Client assumes all responsibility for the selection of, appropriateness of, use of, and results obtained from the Products and Output. Client warrants that it is solely responsible for setting up and administering internal controls to verify the accuracy of the Products' Output on an ongoing basis. All warranties made by Vendor, express or implied, extend solely to Client and not to any third parties.

6.2 DISCLAIMER.

EXCEPT AS EXPRESSLY WARRANTED IN THE APPLICABLE PRODUCT ADDENDUM, THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR RESULTS, OR SYSTEM INTEGRATION, OR ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT, AND VENDOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. VENDOR MAKES NO WARRANTY THAT THE

PRODUCTS WILL RUN PROPERLY ON ALL HARDWARE, THAT THE LICENSED SOFTWARE, HOSTED SERVICES OR OTHER PRODUCTS WILL MEET THE NEEDS OR REQUIREMENTS OF CLIENT OR ITS USERS, WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED FOR USE BY CLIENT OR ITS USERS, THAT THE LICENSED SOFTWARE OR HOSTED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

7 INDEMNIFICATION

7.1 By Client.

Client shall indemnify, defend and hold Vendor harmless from any Claims to the extent that the Claims arise out of or relate to:

(a) Client's Failure to verify the appropriate use of Vendor Products and Output;

(b) Failure of Client to verify the accuracy of Output;

(c) Client's failure to implement and administer internal controls, including internal controls to verify, on an ongoing basis, the appropriate use and accuracy, Output;

(d) Any data, software, or other materials provided by Client;

(e) Any use of the Products or Services inconsistent with their intended use, as manifest in this Agreement;

(f) Any modification, alteration, misuse, or combination of the Products or Services with other hardware or software; or

(g) Client's wilful or reckless misconduct.

7.2 By Vendor.

Vendor shall indemnify, defend and hold Client harmless from and against any Claims to the extent that the Claims are based on Vendor's willful or reckless misconduct.

7.3 Entire Obligation.

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 7 CONSTITUTE EACH PARTY'S ENTIRE OBLIGATION AND LIABILITY FROM OR RELATED TO THIS AGREEMENT REGARDING THIRD PARTY CLAIMS.

8 LIMITATION OF LIABILITY

8.1 Waiver of Consequential Damages.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (A) THIRD PARTY CLAIMS OR LIABILITIES OTHER THAN THOSE IDENTIFIED IN SECTION 7; OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOODWILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

8.2 Cap on Liability.

IN NO EVENT WILL THE TOTAL LIABILITY OF VENDOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID BY CLIENT FOR THE SERVICES OR PRODUCTS IN QUESTION OR THE CAPS ON LIABILITY SET FORTH IN THE APPLICABLE PRODUCT ADDENDDUM, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL VENDOR'S LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. FOR FEES THAT ARE PAID ON A RE-OCCURING BASIS, LIABILITY IS CAPPED AT AN AMOUNT EQUAL TO THE FEES PAID IN ONE FULL YEAR FOR THE SERVICES OR PRODUCTS IN QUESTION.

8.3 Disclaimer.

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, AND STATUTORY CLAIMS. EACH OF THE PARTIES ACKNOWLEDGES THAT IT UNDERSTANDS THE LEGAL AND ECONOMIC RAMIFICATIONS OF THE FOREGOING LIMITATIONS, AND THAT THE FOREGOING LIMITATIONS ALLOCATE THE VARIOUS RISKS BETWEEN THE PARTIES AND FORM AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

9 TERM AND TERMINATION

9.1 Term.

This Agreement will commence upon the Effective Date and will continue for the period set forth in the applicable Order Forms (subject to the renewal terms set forth in the applicable Product Addendum and/or the applicable Order Forms) and/or Statements of Work ("Term"), unless earlier terminated in accordance with the provisions of this Agreement.

9.2 Termination

Either party may terminate this Agreement, and any applicable addenda, and Vendor may terminate Order Forms, upon written notice if the other party materially breaches this Agreement and fails to cure such breach within one-hundred twenty (120) days after receiving specific written notice of the nature of the alleged breach from the non-breaching party and the opportunity to cure. Vendor may terminate this Agreement if Client fails to pay any portion of the Fees when due within thirty (30) days after receiving written notice from Vendor that payment is past due. Additional termination rights are set forth in the warranty and/or termination provisions in the applicable Addendum.

9.3 Obligations upon Termination.

Upon the termination or expiration of this Agreement:

(a) Client shall promptly pay in full all outstanding payments due to Vendor (but in any event, no later than ten (10) business days following the date on which termination or expiration is effective);

(b) all licenses granted under this Agreement and any Addenda will immediately terminate and Client shall immediately cease all use of the Products;

(c) Client shall remove all copies of the Licensed Software from its computer systems. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

9.4 Survival.

The following Sections will survive the termination or expiration of this Agreement: 1 and 4 through 10, and any other provisions of this Agreement, including any Addenda, that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

10 GENERAL LIABILITY INSURANCE

Vendor will maintain general liability insurance. Upon request by Client, Vendor will provide Client with proof of coverage. This certificate is issued to the Client as a matter of information only and confers no rights upon the Client. This Certificate does not amend, extend or alter the coverage afforded by the insurer to the Vendor.

11 GENERAL

11.1 Reservation of rights

All rights not expressly granted to Client in this Agreement are reserved by Vendor and its third party providers.

11.2 Entire Agreement.

This Agreement, including the applicable Addenda and any Order Forms or Statements of Work, constitutes the entire agreement between the parties and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to the subject matter hereof, whether oral or written.

11.3 Amendment.

This Agreement may be amended or supplemented only in writing. Any amendment must refer explicitly to this Agreement and must be signed by both parties. All other agreements whether verbal, implied or written are not binding to either party.

11.4 Waiver.

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing, and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

11.5 Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree that any invalid provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.

11.6 Relationship of Parties.

The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party will have, and will not represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name.

11.7 Non-Exclusive Relationship.

This Agreement is non-exclusive. Each party will be free to enter into other similar agreements or arrangements with other third parties.

11.8 Assignment.

Neither party will indirectly or directly transfer or assign any rights under this Agreement, in whole or part, without the prior written consent of the other party. Notwithstanding the foregoing, the Vendor may, without the prior written consent of the other party, assign in its entirety or in part this Agreement to a subsidiary or affiliated entity as part of a divestiture, corporate reorganization or consolidation, or to another party in connection with a merger, acquisition, or sale of assets or stock, provided the successor agrees in writing to assume all of the assigning party's obligations hereunder. Any assignments contrary to this Section 11.8 will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

11.9 Compliance with Laws.

Each party shall be responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all such laws, regulations and other legal requirements.

11.10 Force Majeure.

Except for Client's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of, any nature beyond the reasonable control of such party. Such causes include, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, power outage, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, act of terrorism, insurrection, riot, act of God or the public enemy, law, act, order, export control regulation, proclamation decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

11.11 Inspection

Client will permit Vendor or its representatives to review Client's relevant records and inspect Client's facilities and systems to ensure compliance with the Agreement. Vendor will give Client at least ten (10) days' advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Client's normal operations.

11.12 Governing Law.

This Agreement will be governed by and construed under the laws of the United States, the State and county in which the Client is located, as defined at the beginning of this agreement.

11.13 Dispute Resolution and Jurisdiction.

The parties will attempt to resolve any dispute relating to this Agreement by good faith negotiation between business principals prior to initiating formal legal proceedings relating to the dispute. In the event the parties are unable to resolve the dispute, any such claim shall be submitted to Arbitration. Such arbitration shall be conducted in accordance with commercial arbitration rules then in effect for the American Arbitration Association; and both parties agree to abide by the decision resulting from such arbitration. If necessary, the decision of the American Arbitration Association may be enforced by the courts having jurisdiction over this Agreement.

11.14 Attorney Fees.

In the event any attorney is employed by any party to this Agreement with regard to any legal action, arbitration or other proceeding brought by any party for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the party or parties prevailing in such proceeding, whether at trial or upon appeal, will be entitled to recover reasonable attorney fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

11.15 Notices.

All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by overnight mail service or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature and will be effective upon receipt. Either party may change its address by giving written notice of the new address to the other party.

11.16 Press Release.

In the event that Vendor wishes to issue a press release announcing the existence of the relationship between the parties and the nature of this Agreement, Vendor will provide such press release to Client for Client's written approval and consent. Such approval and consent will be in Client's sole discretion. No other press releases that mention the other party shall be issued without the other party's prior written approval. Client agrees to allow Vendor to list Client as a customer.

11.17 Construction of Agreement.

This Agreement has been approved by the respective parties hereto and the language hereof will not be construed for or against any party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole.

11.18 Counterparts and Electronic Signatures.

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.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Effective Date by a duly authorized officer or representative.

Signature Section			
Vendor	Springbrook Software, Inc.	Client	City of Compton
Signed By (Print)	Tim Rosenen	Signed By (Print)	
Date	9/17/14	Date	
Title	EVP Corp Dev	Title	
Signature		Signature	
Additional Signatures			
Client	City of Compton	Client	City of Compton
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

DATE: 10/9/14
APPROVED AS TO FORM
CITY ATTORNEY

Attest:
Date: 10-27-14
ALITA GODWIN, CITY CLERK

SPRINGBROOK SOFTWARE, INC.
SOFTWARE LICENSE AGREEMENT ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Licensed Software Products purchased by City of Compton ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement (the "Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"**Application**" means a Licensed Software Product module as set forth on the appropriate Order Form.

"**Custom**" means any modification, enhancement or addition to the Licensed Software Products developed by or for Vendor for Client's use or at Client's Request.

"**Enhancement**" has the meaning assigned in the Software Maintenance Addendum. Vendor reserves the right to charge for Enhancements.

"**Escrow Agreement**" means an agreement that Vendor has entered into with an appropriate escrow management firm for the storage of the current release of Vendor's Licensed Software Products. Selection of such firms and the right to change firms at any time is solely at the discretion of the Vendor.

"**Material**" as applied to changes to Licensed Software Products or an Application, shall mean a significant or substantial alteration or effect on the function or Output thereof, and "cure" as applied to a Material failure shall mean the provision of functional equivalent functions or means.

"**Specifications**" mean the written (both hard copy and electronic text files) description of the functions, capacity and features of the Licensed Software Products delivered by Vendor to Client to the extent specifically incorporated in an Order Form or Statement of Work. Vendor reserves the right to update, change or retire the Specifications, in whole or in part.

"**User Materials**" means all written and electronic Documentation, provided by Vendor to Client for use in connection with the Licensed Software Products.

2 GRANT OF LICENSE

2.1 Scope of License

Vendor hereby grants Client a limited, irrevocable, non-exclusive, non-transferrable license to use, copy and distribute the Licensed Software Products (in machine-readable, object code form only) and User Materials provided to Client pursuant to an Order Form or Statement of Work, during the term described in Section 2.3, subject to the terms and conditions of this Addendum and the Master Agreement, all for Client's ordinary, internal business purposes only, including, without limitation, the rights to;

(a) support Client's use of the Licensed Software Products under this Addendum;

(b) install, use and execute the Licensed Software Products on computers that Client owns or leases for purposes of serving Client's internal business needs;

(c) transfer Licensed Software Products to replacement hardware owned by Client. The costs for Vendor to provide any replacement media or technical assistance to accommodate the transfer are billable charges to the Client. Client will give Vendor advance written notification of its intent to transfer licenses to new hardware; and

(d) store the Licensed Software Products 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 Client's computers and associated devices.

2.2 License Restrictions

Client may only use the Licensed Software Products and User Materials within the limited scope set forth herein. In particular, and without limitation, Client agrees that Client and Client's employees will not;

(a) assign, sublicense, transfer, pledge, grant a security interest in, lease, rent or share the Licensed Software Products or Client's rights under this License Agreement with or to any third party;

(b) reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Licensed Software Products;

(c) refer to or use any portion of the Licensed Software Products or User Materials as part of any effort to develop any other Licensed Software Products program; or

(d) modify the Licensed Software Products in any way other than that supported through configuration options available to the Client from Vendor.

2.3 Conditions of License

The term of the license granted to Client pursuant to this Addendum begins on the Effective Date and will continue as long as;

(a) Client is current on Licensed Software Products fee Order Form; and

(b) Client is in compliance with the terms and conditions of this Addendum, the Master Agreement, all Addenda and appropriate Order Forms or Statements of Work. Vendor reserves the right to revoke licenses for failure to meet any conditions of the Master Agreement or any applicable Addenda.

2.4 Source Code

Vendor will maintain an Escrow Agreement under which Vendor will place the source code for each major release of Vendor's Licensed Software Products. At Client's request, Vendor will add Client as a beneficiary on its Escrow Account. Client agrees to pay all fees and charges associated with adding Client as a beneficiary on the Escrow Account. Client is solely responsible for maintaining its status as a beneficiary.

3 OWNERSHIP; PROPRIETARY PROTECTION.

Nothing in this Addendum, the Master Agreement, or any other Addenda provides Client with title to or ownership of any Licensed Software

Product, but only a limited license to use the Products consistent with the limitations identified in this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to the Licensed Software Products and User Materials, all copies thereof, all derivative works, and all related material generated from the Licensed Software Products 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 Vendor or any other party, subject to the rights of Client expressly granted herein.

3.1 Acceptance Period

Upon completion of the implementation of each Licensed Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;

(a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;

(b) 30 days has passed since the implementation of the Application without written notice of non-acceptance;

(c) Client is using the Licensed Software Product at issue for its intended purpose; or

(d) One calendar year has passed since the Effective Date. Client agrees to grant Vendor access to any system where Licensed Software Products are installed to audit Client's use of the Licensed Software Products and compliance with this Addendum.

4 LIMITED WARRANTY.

Vendor warrants that it has title to the Licensed Software Products and that it has full authority to grant this license to Client. Vendor also warrants that, as to each Application, for a period of ninety (90) days from the date of Client's acceptance of the Application, the Application will function in Material conformity with the Specifications. Vendor makes no warranty regarding the usability or convertibility of any of Client's data, the suitability of the Licensed Software Products for Client's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Licensed Software Products, or combination of the Licensed Software Products with any other computer program or communications device. Additionally, each Licensed Software Product is subject to the stability and capability of the Client's existing operating system(s). VENDOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL OPERATE PROPERLY WITH OTHER HARDWARE OR SOFTWARE. Determination of breach of the foregoing limited warranty or default under this Section shall be subject to the notice and cure provisions of Section 8 of the Master Agreement, and upon receipt of written notice of breach of warranty, Vendor shall be afforded a period of one hundred and twenty (120) days to cure the reported Material defect, failure or other breach. CLIENT AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND VENDOR 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 LICENSED SOFTWARE PRODUCTS WILL BE UNITERRUPTED OR ERROR-FREE.

5 CLIENT RESPONSIBILITIES

Client assumes all responsibility for the selection of, use of, and results obtained from the License Software Products. Client agrees to and is solely responsible for implementing the appropriate internal controls to ensure the accuracy of and appropriate use of any Licensed Software Products. All warranties, express or implied, extend solely to Client and not to any third parties.

6 CUSTOM AND ENHANCEMENTS

Vendor reserves the right at its own discretion to determine if and when any type of Enhancements or Custom modifications will be made to the Licensed Software Products.

7 THIRD PARTY SOFTWARE

To the extent any Licensed Software Product incorporates or necessarily interacts with third party software, Client agrees to either procure that third party software on terms acceptable to it or to agree and abide with the third party software provider's standard end user license agreement. Client agrees to execute any documents and take all other steps necessary to satisfy any third party licensing requirements.

8 ELECTRONIC SIGNATURES

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.

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

Signature Section			
Vendor	Springbrook Software, Inc.	Client	City of Compton
Signed By (Print)	Tim Rosenlev	Signed By (Print)	
Date	9/17/14	Date	
Title	EVP Corp Dev.	Title	
Signature		Signature	
Additional Signatures			
Client	City of Compton	Client	City of Compton
Signature		Signature	

Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

DATE: 10/9/14
APPROVED AS TO FORM
CITY ATTORNEY

Attest:

Date: 10-29-14

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

ALITA GODWIN, CITY CLERK

SPRINGBROOK SOFTWARE
SOFTWARE MAINTENANCE ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Product Maintenance Services purchased by City of Compton ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement ("Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement or in the Software License Agreement Addendum.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"**Enhancement**" any change to a Licensed Software Product that the Vendor, in its sole discretion, has determined will become part of the Licensed Software Product, including any modification or addition that, when made or added to a Licensed Software Product, materially changes its utility, efficiency, functional capability, or Output, but that does not constitute solely an Error Correction, and does not constitute a New Product Release. Vendor may designate Enhancements as "Major Enhancements" or simply as "Enhancements," depending on Vendor's assessment of their value and of the function added to the Licensed Software Product or Application. A "Major Enhancement" is a substantial rewrite of an Application or a Licensed Software Product.

"**Temporary Fix**" means an initial correction or "fix" to a problem in the Licensed Software Products prior to the release of an Error Correction.

"**Error Correction**" means either a modification or an addition that, when made or added to the Licensed Software Products, brings the Licensed Software Products into material conformity with its Specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Software Products, avoids the practical adverse effect of such nonconformity.

"**Maintenance Fees**" means Fees paid by Client on a periodic basis to purchase the Product Maintenance Services under this Addendum. These Maintenance Fees are subject to the Terms and Conditions of the Master Agreement are considered "Fees."

"**New Product Release**" means either the total rewrite of an Application or new version(s) of the Licensed Software Products (including, without limitation, offering of an Application in a new language), the offering of new suites of Applications or databases, generally packaged as a separate module, and which may incorporate Error Corrections and/or Enhancements. A New Product Release shall be distinguished from an Enhancement by Vendor's determination, based on Vendor's assessment of the New Product's value and of the function added to the Licensed Software Products or an Application.

2 SCOPE OF MAINTENANCE AGREEMENT.

Client has purchased certain Licensed Software Products from Vendor and Client wishes to have Vendor maintain and support Client's use of those Licensed Software Products. Vendor and Client therefore agree as follows:

2.1 Scope of Support Services

(a) As long as Client is current on Maintenance Fees, Vendor agrees to provide "Basic Support Services" in support of the Product. Basic Support Services shall consist of:

(b) a toll-free line plus Internet access to Vendor's support department during Vendor's normal hours of operation to answer questions about the Licensed Software Products and help resolve issues not related to Error Corrections as defined below; and

(c) After hours support during hours other than Vendor's normal hours of operation. Client will pay for afterhours support at Vendor's standard hourly rates for afterhours support, or as documented on the appropriate Order Form or Statement of Work.

2.2 Scope of Product Maintenance Services

As long as Client is current on Maintenance Fees, Vendor agrees to provide Product Maintenance Services in support of the Licensed Software Products as set forth in the applicable Order Form. Product Maintenance Services shall consist of:

(a) Error Correction. Vendor will use all reasonable diligence to correct verifiable and reproducible errors in Licensed Software Products that are not performing in accordance with the Specifications. Error Corrections will be made within a reasonable time period after reported to Vendor. The Error Correction, when completed, may be provided in the form of a Temporary Fix or, in Vendor's discretion, a work around may be provided in the form of recommended alternate methods of using the Licensed Software Products.

(b) Changes in State and Federal Reporting Requirements. Vendor will provide Enhancements needed to conform to state and federal reporting requirements, including changes to tax tables and routine forms, as changes become effective. Product Maintenance Services under this Addendum do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods. Vendor reserves the right to determine final form of State and Federal reporting functionality to ensure that functionality meets the requirements of the controlling regulation and all clients within the scope of said regulation. Enhancements to meet local needs are not included in this Service.

(c) Service Packs. Vendor may, from time to time, issue routine minor releases of the Licensed Software Products, known as service packs, which contain Error Corrections, to Clients who have Software Maintenance Addenda in place. Installation of Service Packs is provided at no charge to Client if completed over the Internet. Installation of routine releases, Service Packs, and Enhancements by Vendor at Client's site will be billed to Client at Vendor's then-current hourly rate.

(d) Discounts on Major Enhancement Releases. Vendor may, from time to time, offer Major Enhancements to Client. To the extent Vendor offers such Major Enhancements, Vendor shall permit Client to obtain one copy of each Major Enhancement for each copy of the Licensed Software Products or Application being maintained under this Addendum at the discount then specified by Vendor.

2.3 Limitation of Support and Maintenance Services

The following is not covered by this agreement:

(e) Training, data conversion, Consulting Services, and project management services (whether onsite or offsite);

(f) Maintenance or support services resulting from any problem resulting from Client's deliberate or inadvertent misuse, alteration (including local reports written by the Client), or damage of the Licensed Software Products;

(g) Support of operating systems; support of non-Vendor software (including but not limited to spreadsheets, word processors, general office software, and report writers (including Crystal Reports, except for the standard Springbrook reports written in Crystal));

(h) On-site installation and management services for Upgrades or Major Enhancements;

(i) Providing or recommending internal controls or balancing Client's books;

(j) Any training, consulting, implementation management services, and data conversion services required on an individual Client basis for Major Enhancements (whether onsite or offsite);

(k) Any set up, support for and maintenance of additional production databases (whether onsite or offsite);

(l) Travel (including travel time) and living expenses for installation and training, or any other onsite support or services;

(m) New (additional) Product license and service fees.

(n) Client is responsible for testing Client-specific modifications or Custom. Services associated with upgrading or migrating Custom to new release levels is not included in this agreement.

3 CLIENT RESPONSIBILITIES

Under this Addendum the Client is responsible for items not specifically assigned to the Vendor, including the following:

3.1 Cooperation of Client.

Client agrees to notify Vendor promptly following the discovery of any error. Further, upon discovery of an error, Client agrees, if requested by Vendor, to submit to Vendor a listing of Output and any other data that Vendor may require in order to reproduce the error and the operating conditions under which the error occurred or was discovered. Vendor shall treat any such data as confidential.

3.2 Vendor Access

Client agrees to provide and maintain a means for Vendor to remotely access and maintain the Licensed Software Products as installed on Client's computers or networks. This access will include the following:

(a) An Internet connection and a static IP address that allows connectivity from Vendor support centers to the Client's servers;

(b) Appropriate Vendor approved software that will allow Vendor support personnel to access the Client's server environment for the purposes of installation of Products, troubleshooting and problem resolution;

(c) Client will allow Vendor personnel to access servers and Products with administrative level access;

(d) Client is responsible for maintaining the security of any access solution; and

(e) Vendor's failure to provide services under this Addendum as a direct result of Client's failure to provide access to Vendor will not constitute a breach of this Addendum.

3.3 Key Client personnel replacement

If key Client personnel replacement occurs, Vendor reserves the right to require that the new employee(s) acquire Vendor-required training. Vendor offers free training at Vendor's Portland Training Center to all new department heads and one (1) new primary user per year for Products purchased by the Client. Vendor may, in its discretion, raise the Maintenance Fees payable by Client by up to ten percent (10%) each year if Client does not provide training to all applicable users who call in to Vendor for support.

3.4 Additional Costs not covered by this Addendum.

Vendor reserves the right to bill hourly for maintenance and support outside of the Products and Services listed in Section 2.1. Among other things, Vendor will bill Client on an hourly basis for the following services;

(a) Support or maintenance in cases where repeated operator-produced error by the same user continues to occur despite notification to Client;

(b) Support and maintenance services associated with applications not purchased by Client from Vendor, as documented in an appropriate Order Form or Statement of Work;

(c) Support and maintenance services outside the scope of this Addendum;

(d) Support and maintenance services necessitated by Client's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products and compliance with local, state and federal regulations and auditors requirements;

(e) Support and maintenance services associated with Client's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products;

(f) Costs associated with Client's creation or modification of data in Vendor's database except through the appropriate use of Vendor Products;

(g) Costs associated with Client's own actions to integrate Vendor Products with applications or services not purchased from Vendor;

(h) Costs associated with Client's failure to meet the terms and conditions of section 3 of this Addendum;

(i) Costs associated with additional labor or out of pocket expenses incurred while providing support to Client in cases where Vendor has requested but Client has denied remote access into a user workstation or the server housing Vendor's Products; and

(j) Labor and travel costs associated with providing on-site for services covered by this Addendum.

4 MAINTENANCE FEES

4.1 Failure to pay Maintenance Fees

If Client fails to pay Maintenance Fees as specified in the applicable Order Form or Statement of Work, Vendor reserves the right to suspend all Services under this Addendum. If Client's account is placed on hold due to failure to pay Maintenance Fees, Vendor will suspend all Services under this Addendum. Client's account will not be taken off hold until the following occurs:

(a) A "Reconnect" fee consisting of 10% of the full year annual maintenance amount is paid; and

(b) All outstanding Maintenance Fees are paid in full. Client may choose to purchase new licenses from vendor and restart Product Maintenance Services at that point in lieu of paying all outstanding Maintenance Fees.

4.2 Maintenance Fees

Vendor reserves the right to increase Maintenance Fees by up to 5% each year.

5 USE AND RESTRICTIONS.

Error Corrections, Enhancements, New Product Releases and any other programming provided by Vendor, regardless of its form or purpose shall be considered part of the Licensed Software Products for purposes of determining the parties' rights and obligations related thereto pursuant to the Software License Agreement Addendum and this Addendum. Vendor 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 Software License Agreement Addendum.

6 ELECTRONIC SIGNATURES

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.

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

Signature Section			
Vendor	Springbrook Software, Inc.	Client	City of Compton
Signed By (Print)	Tim Rosenow	Signed By (Print)	
Date	9/12/14	Date	
Title	EVP Corp Development	Title	
Signature		Signature	
Additional Signatures			
Client	City of Compton	Client	City of Compton
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

DATE: 10/9/14
APPROVED AS TO FORM

Attest:

Date: 10-27-14

ALITA GODWIN, CITY CLERK

SPRINGBROOK SOFTWARE, INC.
HOSTED AND SUBSCRIPTION SERVICES ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Subscription Services purchased by City of Compton ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement (the "Master Agreement") entered into by Vendor and Client and any applicable Order Form or Statement of Work. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

1. **DEFINITIONS.** Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Citizens" means citizens, consumers, and others designated by the Client to access or use any Products or Services where such access or use is facilitated, directly or indirectly, by Subscription Services.

"Client Data" means any and all data and information of any kind or nature submitted to Vendor by Client, or received by Vendor on behalf of Client, other than publicly available information.

"Subscription Services" means any Products or Services purchased by Client from Vendor that are provided by or through a Third Party Vendor, as indicated on an Order Form. Subscription Services may include ERP Offerings, Online Payment Services, IVR service, and third party hosting of computer hardware, software, or networking elements.

"Online Payment Services" means the services described in Section 2.1.

"Third Party Vendors" mean vendors chosen by Vendor, in its reasonable discretion (or by Client, as provided in this Addendum), to provide the Subscription Services.

"**Application**" means a Software Product module as set forth on the appropriate Order Form.

"**Custom**" means any modification, enhancement or addition to the Software Products developed by or for Vendor for Client's use or at Client's Request.

"**Enhancement**" has the meaning assigned in the Software Maintenance Addendum. Vendor reserves the right to charge for Enhancements.

"**Material**" as applied to changes to Software Products or an Application, shall mean a significant or substantial alteration or effect on the function or Output thereof, and "cure" as applied to a Material failure shall mean the provision of functional equivalent functions or means.

"**Specifications**" mean the written (both hard copy and electronic text files) description of the functions, capacity and features of the Software Products delivered by Vendor to Client to the extent specifically incorporated in an Order Form or Statement of Work. Vendor reserves the right to update, change or retire the Specifications, in whole or in part.

"**User Materials**" means all written and electronic Documentation, provided by Vendor to Client for use in connection with the Software Products.

"**User**" means specified Client employee or agent covered under the Order Form.

2. **SCOPE OF AGREEMENT**

2.1 Grant of Access

Vendor hereby grants Client a limited, non-exclusive, non-transferrable access to specified Users to use Software Products (in machine-readable, object code form only) and User Materials provided to Client pursuant to an Order Form or Statement of Work, during the term described in Section 2.3 subject to the terms and conditions of this Addendum and the Master Agreement, all for Client's ordinary, internal business purposes only, including, without limitation, the rights to;

2.1.1. support Client's use of the Software Products under this Addendum;

2.1.2. Access Software Products by Users that Client specifies for purposes of serving Client's internal business needs;

2.2. Access Restrictions

Client may only use the Software Products and User Materials within the limited scope set forth herein. In particular, and without limitation, Client agrees that Client and Client's employees will not;

2.2.1 assign, sublicense, transfer, pledge, grant a security interest in, lease, rent or share the Software Products or Client's rights under this Agreement with or to any third party without prior written authorization from Vendor;

2.2.2 reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Software Products;

2.2.3 refer to or use any portion of the Software Products or User Materials as part of any effort to develop any other Software Products program; or

2.2.4 modify the Software Products in any way other than that supported through configuration options available to the Client from Vendor.

2.3 Conditions of Access

The term of access granted to Client pursuant to this Addendum begins on the Effective Date and will continue as long as;

2.3.1 Client is current on Software Products fees specified in Order Form; and

2.3.2 Client is in compliance with the terms and conditions of this Addendum, the Master Agreement, all Addenda and appropriate Order Forms or Statements of Work.

Vendor reserves the right to revoke licenses for failure to meet any conditions of the Master Agreement or any applicable Addenda.

3. ONLINE PAYMENT SERVICES.

3.1. Online Payment Services allow Citizens to make payments and perform certain other functions via a website, telephone or webpage hosted and maintained by Vendor and/or a Third Party Vendor that is accessible by hotlink from Client's own website, as set forth in the appropriate Order Form. Client agrees to use only Third Party Vendors that are subject to a written agreement between the Client and the Third Party Vendor for merchant banking services. For purposes of credit card and similar transactions, Client shall act as merchant, and Client shall be solely responsible for maintaining its merchant relationship with its approved Third Party Vendor, and for all payments related to that merchant relationship. Client agrees to only use merchant services Third Party Vendors approved by Vendor.

3.2. Operation of the Online Payment Services requires installation and maintenance of Software Products on servers maintained by Client on Client's premises. The Software Product needed to operate Online Payment Services is limited to the most current released version of the Vendor's payment Application, and includes any updates to that Application made available by Vendor. The payment Application does not include new software Applications, substantially new versions of any software Application, or Services necessary to implement new Applications or versions of the Applications. Client agrees that Vendor may designate any software Application released by Vendor after the executed Addendum as a new version or a new Application, and additional fees may be required for any such new version or Application.

4. ACCEPTANCE PERIOD

Upon completion of the implementation of each Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;

(a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;

(b) 30 days has passed since the implementation of the Application without written notice of non-acceptance;

(c) Client is using the Software Product at issue for its intended purpose.

5. CLIENT RESPONSIBILITIES

Client assumes all responsibility for the selection of, use of, and results obtained from the Software Products. Client agrees to and is solely responsible for implementing the appropriate internal controls to ensure the accuracy of and appropriate use of any Software Products. All warranties, express or implied, extend solely to Client and not to any third parties.

6. OTHER SUBSCRIPTION SERVICES

6.1. General

Vendor may, in its sole discretion, select Third Party Vendors to provide the Subscription Services, including IVR and third party hosting services. Client acknowledges and agrees that Vendor's rights, obligations, and liabilities to Third Party Vendors in connection with Subscription Services are governed by agreements negotiated with the Third Party Vendors in Vendor's sole discretion. These agreements are available to Client upon reasonable request from Vendor. Client agrees that its rights, obligations, and liabilities to Vendor with respect to Subscription Services shall be limited by these agreements. In no event will Client's rights with respect to Subscription Services exceed the rights available to Vendor under these agreements and in no event will Client's obligations or liabilities to Vendor in connection with the Subscription Services be less or more limited than Vendor's obligations and liabilities to the Third Party Vendors under these agreements. Without limitation, Client agrees to indemnify and hold Vendor harmless from any and all liability and expenses Vendor incurs as a result of Subscription Services provided to Client pursuant to this Addendum, including any indemnity obligation Vendor may have to a Third Party Vendor. Vendor may increase Subscription Service Fees by up to 5%/year with 30 days written notice.

6.2. Configuration

Client shall be solely responsible for (a) properly configuring, developing, programming, hosting and operating its hardware, software, web sites, content and all applications, and their respective telephone and Internet connections, to allow access to and use of the Subscription Services in accordance with the documentation provided by Vendor or any Third Party Vendor and all applicable protocols and requirements of the platforms used to provide Subscription Services and (b) providing any connections necessary to communicate with a Third Party Vendor's platform.

6.3. Unauthorized Use

Client will be responsible for, and shall pay any applicable fees associated with; any unauthorized use of the Subscription Services, telephone numbers assigned to Client, and Client's account. In the event Client becomes aware of such unauthorized use, Client shall promptly notify Vendor and the relevant Third Party Vendor.

6.4. Support for Subscription Services

Vendor's support obligations to Client in connection with Subscription Services, if any, shall be limited to providing support available from the Third Party Vendors. Client shall otherwise be responsible for providing all support services to its end users with regard to the Subscription Services.

6.5. Network Traffic

Client acknowledges that, as a result of using Subscription Services, Client content and data will pass through hosted servers that may not be segregated or in a separate physical location from servers on which the content of other third parties is or will be transmitted or stored.

6.6. Content

Client is and shall be solely responsible for the creation, editorial content, control, and all other aspects of the content passing through third party servers as a result of the Subscription Services. Client represents and warrants that

Client has obtained (or will obtain, prior to transmission) all authorizations and permissions required to use and transmit such content.

6.7. No Harmful Code

Client represents and warrants that no content shall be knowingly transmitted by Client or end users through the Subscription Services that contains any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door (collectively, "Harmful Code").

6.8. Client Data

Client shall remain the sole and exclusive owner of all Client Data. As such, Client Data shall be subject to regulation and examination by the appropriate auditors and regulatory agencies to the same extent as if such information were on Client's premises.

7. CLIENT RESPONSIBILITIES.

Client acknowledges that operation of the Subscription Services requires Client's effort and cooperation, and that in addition to its other obligations under this Addendum, Client assumes the following responsibilities:

7.1. Set-Up, Training.

Client shall use its best efforts to facilitate and participate in Third Party Vendor's service set-up activities, and will afford Vendor and Third Party Vendors reasonable access to information, equipment and facilities upon request. Client shall require all of Client's personnel who use the Subscription Services to complete any training prescribed by Vendor or Third Party Vendor at the time of implementation. Subsequent training of new personnel after implementation is not included in this Addendum.

7.2. Equipment Maintenance

Client shall maintain hardware and software, including non-Vendor hardware or software, at Client's site as recommended by Vendor for operation and use of the Subscription Services. Client, at its expense, shall also maintain its own website, which shall feature a hotlink icon by which Citizens can access the Subscription Services, to the extent necessary for the operation and use of the Subscription Services. Vendor may, at its discretion, provide a standard web page that appears to belong to Client but is actually housed on Vendor's website.

7.3. Account Access, Creation and Termination

Client shall exercise control over all administrative account access, creation and termination, and shall be solely responsible for, creating or terminating accounts, and for allowing Citizens to open accounts, and for controlling account and password security. Third Party Vendors may restrict access to each Citizen account to users who enter the assigned account password, but otherwise Vendor shall not be responsible or liable for controlling access to or misuse of accounts.

7.4. Monitor and Store Data

Client shall verify account data accuracy on a regular basis, and assumes sole responsibility for maintaining data backup systems of systems located at the client site or managed and maintained but the client. Client shall immediately inform Vendor of any account data inconsistency, errors or corruption.

7.5. Release of Client or Citizen Records

Client shall assume responsibility for responding to and determining the validity of any requests or demands, whether from a court, a regulatory or other governmental agency, or the public, for the release of any Client or Citizen records or data in Vendor's control or possession. Vendor shall not release any such records or data to any party without written authorization by Client, unless compelled to do so by a court or agency of competent jurisdiction. In the event that Vendor needs to release client information to defend a claim against Vendor, Vendor shall inform Client of any such required disclosure prior to disclosure, and seek approval to release information.

7.6. Citizen Support

Client assumes sole responsibility for providing all support services to Citizens, and shall be the sole contact for all support requests from Citizens. Client shall not refer any Citizen to Vendor directly for support requests, but may communicate such requests to Vendor together with contact information for the requesting Citizen. Vendor may, in its discretion, respond directly to the Citizen or provide a response to Client, and may deem any such response support not covered by regular Maintenance and Support to be billed as an additional fee to Client at Vendor's normal hourly rates.

7.7. Credit Card Charge-backs

Client assumes liability for, and indemnifies Vendor and its agents, against any claims or charges by any bank or credit card company for charge-backs related to any Citizen payment via the Service, and any claims or charges by any bank or credit card company for online payment processing fees related to online payments to Client.

7.8. PCI and Red flag Compliance

As between Vendor and Client, Client shall be solely and exclusively responsible for ensuring that all transactions processed through Subscription Services comply fully with the Payment Card Industry ("PCI") Data Security Association Requirements and with the "red flag" requirements of the Fair and Accurate Credit Transactions Act ("FACTA"). Client will indemnify and hold Vendor harmless for any and all liabilities and damages the Vendor incurs as a result of Client's failure or alleged failure to comply with PCI or FACTA requirements.

7.9. Upgrades and Service Packs

Client understands and agrees that periodically Upgrades and Service Packs will be applied to the Products as deemed necessary by the Vendor and at the Vendor's sole discretion. Vendor will provide notification to Client in a timely manner prior to any Upgrades or Service Packs being applied.

8. TERM; DEFAULT; RENEWAL

8.1. Term

This Addendum is effective upon execution and shall continue for a term as set forth in the Order Form, (the "Initial Term"). This Addendum will automatically renew at the end of the Initial Term or any subsequent term for an additional term of

12 months. The Client must notify the vendor within 30 days of the end of a Term that they wish to terminate this Addendum.

8.2. Termination

Either party may terminate this Addendum upon delivering notice of termination provided that;

8.2.1. Client has fulfilled the Term of the Order form, and notice is delivered at least ninety(90) days prior to the following renewal year, or;

8.2.2. Any material breach of this Addendum by the other party has occurred and notice is provided including the following;

8.2.2.1. sets forth the grounds for termination, and;

8.2.2.2. gives the breaching party ninety (90) days to cure the breach, and;

8.2.2.3. Notwithstanding that a party gives notice of termination, such termination shall not be effective if the breach is cured prior to expiration of the ninety (90) day notice period, and the terminating party is notified of the cure within the notice period.

9. LIMITED WARRANTY

Vendor warrants that it has title to the Software Products and that it has full authority to grant access to Client. Vendor also warrants that, as to each Application, for a period of ninety (90) days from the date of Client's acceptance of the Application, the Application will function in Material conformity with the Specifications. Vendor makes no warranty regarding the usability or convertibility of any of Client's data, the suitability of the Software Products for Client's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Software Products, or combination of the Products with any other computer program or communications device. Additionally, each Software Product is subject to the stability and capability of the Client's existing operating system(s). VENDOR DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE PROPERLY WITH OTHER HARDWARE OR SOFTWARE. Determination of breach of the foregoing limited warranty or default under this Section shall be subject to the notice and cure provisions of Section 8 of the Master Agreement, and upon receipt of written notice of breach of warranty, Vendor shall be afforded a period of one hundred and twenty (120) days to cure the reported Material defect, failure or other breach. CLIENT AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND VENDOR 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 PRODUCTS WILL BE UNITERRUPTED OR ERROR-FREE.

10. OWNERSHIP; PROPRIETARY PROTECTION

Nothing in this Addendum, the Master Agreement, or any other Addenda provides Client with title to or ownership of any Software Product, but only a limited access to use the Products consistent with the limitations identified in this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to the Software Products and User Materials, all copies thereof, all derivative works, and all related material generated from the Software Products, with the exception of Client Data, but 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 Vendor or any other party, subject to the rights of Client expressly granted herein.

11. ELECTRONIC SIGNATURES

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.

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

Signature Section			
Vendor	Springbrook Software, Inc.	Client	City of Compton
Signed By (Print)	Tim Roesler	Signed By (Print)	
Date	9/17/14	Date	
Title	EVP Local Dev	Title	
Signature		Signature	
Additional Signatures			
Client	City of Compton	Client	City of Compton
Signature	DATE: 10/9/14 APPROVED AS TO FORM CITY ATTORNEY	Signature	
Signed by (Print)		Signed by (Print)	ALITA GODWIN
Title		Title	CITY CLERK
Date		Date	10-27-14

Licensed Products and Services

Annual Maintenance Item	7/1/2014 to 6/30/2015	7/1/15 to 6/30/16	7/1/16 to 6/30/17	7/1/17 to 6/30/18	7/1/18 to 6/30/19
Compton Municipal Water					
Custom: Billing Engine-	$ 277.17	$ 291.03	$ 305.58	$ 320.86	$ 336.90
Custom: Past Due Statements-	$ 443.60	$ 465.78	$ 489.07	$ 513.52	$ 539.20
Custom: Billing Statement-	$ 388.17	$ 407.58	$ 427.96	$ 449.36	$ 471.82
Custom: IVR Import Add Fee-	$ 241.18	$ 253.24	$ 265.90	$ 279.20	$ 293.16
Postal Link/Certification - Maint	$ 2,289.58	$ 2,404.06	$ 2,524.26	$ 2,650.48	$ 2,783.00
Standard Meter Reading Interface - Maint	$ 609.24	$ 639.70	$ 671.69	$ 705.27	$ 740.54
Custom: CR > Reports > Client requests custom receipt listing by GL account 06.20.12-045	$ 648.27	$ 680.68	$ 714.72	$ 750.45	$ 787.98
Custom: UB>New Billing>Statements PDF Print need "Reference Number" attached to Standard Bill Statement 06.25.12-001	$ 324.14	$ 340.35	$ 357.36	$ 375.23	$ 393.99
SSI APP Server- 5 User-	$ 1,016.46	$ 1,067.28	$ 1,120.65	$ 1,176.68	$ 1,235.51
Custom: Statement of Account-	$ 295.69	$ 310.47	$ 326.00	$ 342.30	$ 359.41
Custom: Warrant Report-	$ 576.70	$ 605.54	$ 635.81	$ 667.60	$ 700.98
Custom: Refunds Report-	$ 221.87	$ 232.96	$ 244.61	$ 256.84	$ 269.68
Access Agents - Maint	$ 558.44	$ 586.36	$ 615.68	$ 646.46	$ 678.79
Utility Billing System - Maint	$ 20,788.03	$ 21,827.43	$ 22,918.80	$ 24,064.74	$ 25,267.98
Selectron Interface Maintenance-	$ 1,293.76	$ 1,358.45	$ 1,426.37	$ 1,497.69	$ 1,572.57
UB - meters added-	$ 656.34	$ 689.16	$ 723.61	$ 759.80	$ 797.79
UB Enhancement Maintenance-	$ 221.87	$ 232.96	$ 244.61	$ 256.84	$ 269.68
Reference Number Added to Past Due Statement #2 - Maintenance	$ 108.05	$ 113.45	$ 119.13	$ 125.08	$ 131.34
Custom Statements - Reference Number on Shut Off Instead of Account Number (WO #03.05.13-022) -	$ 102.90	$ 108.05	$ 113.45	$ 119.12	$ 125.08
Custom UB - Customize Past Due Statement 2 (WO #03.07.14-009) - Maintenance	$ 98.00	$ 102.90	$ 108.05	$ 113.45	$ 119.12
Total Compton Municipal	$ 31,159.46	$ 32,717.43	$ 34,353.30	$ 36,070.97	$ 37,874.52

Client currently has license to the listed modules and custom programming items, and this Order Form is only to clarify the ongoing Maintenance fees. The term for these Licensed products shall commence upon signing, and shall be valid through 6/30/19. Maintenance payments are due on July 1st annually. The initial payment for maintenance services from 7/1/14- 6/30/14 shall be due immediately upon signing.

1 SUPPLEMENTS, ADDITIONS AND AMENDMENTS TO THE MASTER AGREEMENT

9.2 "TERMINATION" SHALL BE AMENDED TO READ:

Vendor may terminate this Agreement and any applicable addenda if Client fails to pay any portion of the Fees when due within thirty (30) days after receiving written notice from Vendor that payment is past due.

Client may terminate this agreement and any applicable addenda for convenience with 30 days written notice and shall be eligible for prorated amount of payment on the annual services, up to 6 months from annual renewal.

2 SUPPLEMENTS, ADDITIONS AND AMENDMENTS TO THE SOFTWARE MAINTENANCE AGREEMENT

4.2 "MAINTENANCE FEES" SHALL BE AMENDED TO READ:

Annual Escalator shall be billed in accordance with this Order Form.

3 SUPPLEMENTS, ADDITIONS AND AMENDMENTS TO THE HOSTED AND SUBSCRIPTION SERVICES ADDENDUM

8.1. TERM

This Addendum is effective upon execution and shall continue for a term as set forth in the Online-bills.com Order Form (the "Initial Term").

8.2 "TERMINATION" SHALL BE AMENDED TO READ:

As it relates to hosted products, after the initial minimum one year term Client may terminate this agreement and any applicable addenda for convenience with 30 days written notice.

This Order Form shows applications Client has purchased and the annual subscription fees amount charged for each. By signing the Order Form, Client is agreeing to operate 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.

Signature Section			
Vendor	Springbrook Software, Inc.	Client	City of Compton
Signed By (Print)	Tim Roseveer	Signed By (Print)	
Date	9/17/14	Date	
Title	EVP COO	Title	
Signature		Signature	
Additional Signatures			
Client	City of Compton	Client	City of Compton
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

DATE: 10/9/14
APPROVED AS TO FORM

Attest:
Date: 10-22-14
ALITA GODWIN, CITY CLERK

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

City of Compton

Compton, CA - Web Payments with Online-bills.com

8/14/2014

Presented By:
Sam Henry
Business Development Manager
sam.henry@sprbrk.com

Springbrook

Licensed Products and Services						
Line	Item	Type	Recurring	QTY	Sales Price	Total Price
1	**Web Payments with Online-Bills.com** Utility Billing Web Payments through Springbrook's solution, Online-bills.com. Active Accounts are charged $0.05 each per month (for a $0.60 charge per Active Account per year). Every transaction is subject to a $1 transaction fee. Third Party merchant processing fees apply. Please refer to Merchant Agreement for estimated fees.	Service Subscription;	☒	14500	$0.00	$0.00
				Grand Total	$0.00	

Product Breakdown and Financial Roll-Up			
Product Family	Type	Total	Payment Terms
Recurring Costs			
License	Subscription	$0.00	100% due upon signing, annually thereafter
License	Maintenance	$0.00	100% due upon signing, annually thereafter
IT	Hosting	$0.00	100% due upon signing, annually thereafter
Service	Subscription	$0.00	100% due upon signing, annually thereafter
Non-Recurring Costs			
License	Premise	$0.00	100% due upon signing
License	Maintenance Deferred	$0.00	100% credited upon signing
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
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
License	Subscription Deferred	$0.00	100% credited upon signing

Go-Live Implementation

Finance	
Payroll	
Utility Billing	
Community Development	
Special Assessments	

Items listed as Go-Live requirements will be implemented as part of Core System Acceptance and Go-Live. Core Modules included are listed specifically within the Product License and Professional Service line items above. Other functions included in the Product License but not listed as part of the Core System in the Professional Service levels require additional services to implement. Additional Services and functions will be implemented systematically following Core System Go-Live.

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 Vendor's 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 provide the software base application. The base for the Springbrook application includes System Setup, General Ledger Shell, Cash Receipts Shell, and Clearing House. The Springbrook base is included in all purchases.
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 whether 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 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.

Acceptance Period

Upon completion of the implementation of each Licensed Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;
(a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;
(a) 30 days has passed since the implementation ("Go-Live") of the Application without written notice of non-acceptance;
(b) Client is using the Licensed Software Product at issue for its intended purpose; or
(c) One calendar year has passed since the Effective Date. Client agrees to grant Vendor access to any system where Licensed Software Products are installed to audit Client's use of the Licensed Software Products and compliance with this Addendum.

Core Modules Statement of Work

The Core Modules Statement of Work shall mean the statement of work that outlines the work necessary to implement the core functionality of the client requested modules.
Acceptance of Core Modules of Statement of work shall be deemed complete for billing purposes unless Client has provided written notice of non-acceptance

Additional Information

within 15 days of receipt of the Core Modules Statement of Work.

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 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.

Terms	
Contract Term	60 Months
Special Terms	Client may terminate after 12 months according to section 8.2 of the Hosted And Subscription Services Addendum.

*Total Project Costs do not include travel, maintenance or subscription fees.

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.

Accounting Payable Contact Information			
First Name:		Last Name:	
Title:			
Email Address:			
Phone Number:			

Signature Section			
Vendor	Springbrook Software	Client	City of Compton
Signed By		Signed By	
Date	9/17/14	Date	
Title	EVP Corp Dev	Title	
Name (Print)	Tim Rosener	Name (Print)	
Additional Signatures (Optional)			
Client	City of Compton	Client	City of Compton
Signed By	DATE: 10/9/14 APPROVED AS TO FORM CITY ATTORNEY	Signed By	Attest: Date: 10-22-14 ALITA GODWIN, CITY CLERK

CITY OF COMPTON INCORPORATED MAY A. D. 1888

Name (Print)		Name (Print)	
Title		Title	
Date		Date	

RESOLUTION NO. 24,022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER AGREEMENT AND VARIOUS ADDENDUM AGREEMENTS WITH AND ISSUE A PURCHASE ORDER TO SPRINGBROOK SOFTWARE, INC. IN THE AMOUNT OF $42,000.00 FOR PROVIDING ANNUAL MAINTENANCE AND TECHNICAL SUPPORT OF THE UTILITY BILLING SOFTWARE SYSTEM FOR FISCAL YEAR 2014-15

WHEREAS, the Water Utility Division of the Department of Public Works/ Municipal Utilities utilizes the licensed software of Springbrook Software, Inc. for the Division's utility computer billing system; and

WHEREAS, continued use of the licensed software requires that the City renew its licensing agreements with Springbrook Software, Inc.; and

WHEREAS, the sustained effectiveness of the computer billing system requires annual software maintenance, technical support and upgrades; and

WHEREAS, the cost of changing the software programs used by the Division is cost prohibitive at this time, thus renewal of the agreements with Springbrook Software, Inc. for use of their licensed software, annual maintenance and support is in the best interest of the City; and

WHEREAS, staff recommends entering into a multi-year maintenance agreement with Springbrook Software, Inc., which will provide stability for the system and establish guaranteed prices for the life of the agreement, resulting in a savings to the City:

Fiscal Year	Amount
2014-2015	$31,159.46
2015-2016	32,717.43
2016-2017	34,353.30
2017-2018	36,070.97
2018-2019	37,874.52

WHEREAS, the Division plans to request Springbrook Software, Inc. provide custom reports and services that are not covered under the standard maintenance agreement that are anticipated to not to exceed $10,000 annually; and

WHEREAS, funds for the services to be provided are available in Public Works/Municipal Utilities (Water Utility Division) 2014-2015 Fiscal Year budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager is hereby authorized to enter into a Master Client Agreement, Software License Addendum Agreement, Software Maintenance Addendum Agreement, Hosted and Software Services Addendum Agreement and On-Line Bill Pay Agreement with Springbrook Software, Inc. for the use of their licensed software by the City for the utility billing computer system, and for the continued provision of annual maintenance, technical support and upgrades for a 5-year term (Fiscal Years 2014-2015 through 2018-2019).

SECTION 2. That funds for the Fiscal Year 2014-2015 annual maintenance payment is available in the Water Utility Division's Fiscal Year 2014-2015 budget in Account No. 5000-890-000-4222 (Computer Software).

SECTION 3. That a purchase order is hereby authorized to be issued to Springbrook Software, Inc. in the amount $42,000.00 (Forty-two Thousand Dollars and Zero Cents) for services to be provided in Fiscal Year 2014-2015.

SECTION 4. That funding for payment of services to be rendered for the remaining term of the agreements shall be appropriated in future City budgets.

SECTION 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Water Utility Division of the Public Works/Municipal Utilities Department.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 7th day of October, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the 7th day of October, 2014.

That said Resolution was adopted by the following vote to wit:

AYES:	**COUNCIL MEMBERS-**	Zurita, Arceneaux, Jones, Brown
NOES:	**COUNCIL MEMBERS-**	None
ABSENT:	**COUNCIL MEMBERS-**	Galvan
ABSTAIN:	**COUNCIL MEMBERS-**	None

CITY CLERK OF THE CITY OF COMPTON

CITY SINGLE/SOLE SOURCE JUSTIFICATION

SECTION I- INSTRUCTION FOR COMPLETING THIS FORM

1. Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.
2. A written justification will be prepared by the department and approved by the department head or designee.
3. Prior to execution of a contract, the City Controller or designee shall approve ALL sole source requests for commodities that exceed $500 and services exceeding $500 or a two (2) year consecutive term, regardless of the contract amount.
4. If vendor is a retired, former City employee, City Manager shall approve the sole source request, **regardless of the sole source amount**.
5. City Council approval is required for all sole source contracts for commodities that exceed $25,000 and services exceeding $25,000 or a two (2) year consecutive term, regardless of the contract amount.
6. The Department and A/P Division shall retain a copy of the justification as part of the contract file and payment file, respectively.
7. Valid sole source requests contain strong technological and/or programmatic justifications.
8. Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.
9. Sole source requests for Grant contracts will be guided by the regulations of the funding source.
10. Each question in Section III of this form must be answered in detail and signed by the department head with concurrence of the City Controller or Designee.

SECTION II- DEPARTMENT INFORMATION

Department: Water Department	Date: 01/12/2023
Vendor Name: Springbrook	Bid Number: N/A
Is the above-named vendor a retired employee of the City? ☐Yes ■No	

If "Yes", review and Approval is required from CM prior to Contract execution.

Amount:	Contract Term (Dates):	Is Agreement Funded?	Funded Sources: Percent Funded:	Propriety?
$74,999.55 Annually	07/01/2022-06/30/2025	■Yes ☐No	Water Department : 100%	Y

Type of Request:

☐ New ■ Multi-year ☐ Amendment ☐Increase ☐ Retired Former Employee

City Council Date:	Resolution Number:	If not scheduled go to the City Council explain why?
01/17/2023	Unavailable at this time	N/A

Does Contract include Non-Standard language? If yes, explain why. No

Was Contract Approved by legal counsel?	Requisition Number:	Supplier Name and Number:
The original contract was approved by legal in 2014	24,022	Springbrook 10000010

Were any exceptions taken? If yes, explain why in detail. The Department did not initiate the RFP Process for other vendors, due to the exclusive nature of the agreement (maintenance and support services) with Springbrook, because they are the only company to provide such services for their software. Additionally, given the fact that the Department utilizes Springbrook's software for those functions, the Department is also required to use their CivicPay IVR Subscription, which includes the mandatory payment processing fees, and their Outbound Message Block to notify customers of delinquent bills.

SECTION III-SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example, is the contract a commodity, service, human service, public works, or other -please explain.)

The Order Form/Agreement is for the annual maintenance and support services that are required to maintain the Department's Utility Billing Software, which is the most vital function for issuing water billing statements and recordkeeping. Additionally, given the fact that the Department utilizes Springbrook for those functions, the Department is also required to use their CivicPay IVR Subscription, which includes the mandatory payment processing fees, and their Outbound Message Block to notify customers of delinquent bills.

2. Provide a detailed description of services/commodities to be provided by the vendor. (This

information may be obtained from the scope of work prepared by the City and the vendor's proposal that provides a detailed description of the services/supplies). Attach additional sheet if necessary.

Postal Link/Certification Maintenance, Utility Billing Maintenance, Utility Billing Exchange Maintenance, Finance Integration Maintenance, and Finance Suite Maintenance. CivicPay IVR (Telephone Payments), Outbound Message Block (notify customers of delinquent billing statements).

3. Please state why the recommended vendor is the only one capable of providing the required supplies and/or commodities. Provide all evidence of research that was completed, identifying all other sources that were evaluated. (Including, but not limited to companies, names, manufacturers, model numbers, internet search results, etc.) Include any back-up information or documentation which supports your recommendation. (Acceptable responses to this question will include strong programmatically/technological information that supports the claim that there is only one vendor that can provide the services and/or commodities). Attach additional sheet if necessary.

The Department purchased Springbrook Software for Utility Billing Services approximately a decade ago. The annual Order Form/Agreement is for the maintenance and support services that are available to the Department each fiscal year, due to the initial purchase of the software. Therefore, the vendor is the only company that provides maintenance and support services for their software. For those same reasons the Department chose to add their Telephone Payment Subscription, and their Outbound Message Block.

4. Please list any other sources that have been contacted and explain in detail why they cannot fulfill the City's requirements. (Responses to this section should include information pertaining to any research that was conducted to establish that the vendor is a sole source. Responses should include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the City). Answers to this section may be provided by the requestor and the Purchasing Supervisor as appropriate. Attach additional sheet if necessary.

As previously mentioned, the vendor is the only company that provides maintenance and support services for their software.

5. How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies, if available. Attach additional sheet if necessary.

We have not requested a quote from other companies at this time, because we are unable to acquire support and maintenance services from another company to service Springbrook. The only way to acquire the services of another company is by initiating the RFP process and purchasing alternative Utility Billing Software. At this time, this action is not feasible or fiscally attainable.

6. If recommended vendor could not provide the product or service, how would the City accomplish this particular task? Attach additional sheet if necessary.

The Department would have to purchase alternative Utility Billing Software that includes maintenance and support services.

7.If vendor is a retired, former employee, has the vendor previously been rehired as a working retiree or a contractor within the last three years?

If yes, provide the following information: a) If a working retiree, provide time periods worked, hours worked, and hourly amounts paid. b) If a contractor (regardless of scope of work), provide contract dates, scope of work, and total amounts paid under each contract. Attach additional sheets if necessary.

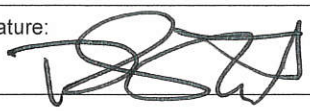
N/A

8. If the vendor is a retired, former employee, provide explanation/support for hiring the retired, former employee as a vendor instead of a working retiree. Attach additional sheet if necessary.

N/A

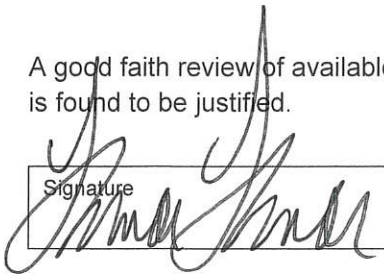
SECTION IV- AUTHOR/REQUESTOR

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict or interest on my part or personal involvement in any way with this request. No gratuities favor or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms have been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist. I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.

Signature:	Print Name:	Date:
	Dominique Stewart	01/12/2022

SECTION V- CITY MANAGER APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature	Name:	Date:
	Thomas Thomas	1-12-23

SECTION VI- CITY CONTROLLER OR DESIGNEE

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature:	Name:	Date:
Sharan Raiban	Sharan Raiban	1-12-23

SECTION VII- DEPARTMENT HEAD APPROVAL

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature:	Name:	Date:
	VICTOR MEZA	1.12.2023

SPRINGBROOK SOFTWARE, INC.
MASTER CLIENT AGREEMENT

This Springbrook Software, Master Client Agreement is made and entered into as by and between Springbrook Software, Inc., an Oregon corporation having its principal place of business at 1000 SW Broadway suite 1900, Portland OR 97205, ("Vendor") and City of Compton ("Client"), a(n) California agency having its principal place of business at 205 South Willowbrook Avenue, Compton, California 90220.

This Agreement consists of the general terms and conditions set forth below and any applicable Addenda.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Agreement mean the following unless specifically defined elsewhere in this Agreement, or in an applicable Addendum or Order Form.

"Addendum" means an amendment or supplement to this Agreement executed by both parties.

"**Agreement**" means this Agreement, any applicable Addenda, and any Order Form or Statement of Work executed by both parties.

"**Change Order**" means a written request to change the terms or scope of a Statement of Work or an Order Form.

"**Claim**" means any claim, demand, cause of action, debt, liability, or other obligation, including reasonable attorney fees incurred in connection with such a claim.

"**Confidential Information**" means (a) any confidential, proprietary or trade secret information of the disclosing party ("Discloser") that, if in tangible form, is reasonably marked as confidential, secret or with a comparable legend, or, if disclosed orally or visually, is reasonably identified as confidential at the time of disclosure or within a reasonable time following disclosure; (b) discussions relating to such information; and (c) any information the receiving party ("Recipient") knew or reasonably should have reasonably known under the circumstances to be confidential.

"**Consulting Services**" means services provided to analyze Client requirements and make recommendations on how to best implement and utilize Vendor Products. Client is solely responsible for insuring that accepted recommendations are appropriate for use within the Client's organization.

"**Documentation**" means the then-current, non-user specific, written instructions, user guides, and user manuals for the Products, if applicable, whether in electronic, paper or other equivalent form, provided by Vendor to Client.

"**Executable Code**" means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

"**Effective Date**" means the date the applicable Order Form is signed by the Client for the Products or Services being purchased.

"**Fees**" has the meaning set forth in Section 3.1 below.

"**Indemnified Parties**" means each party entitled to indemnification under this Agreement and its officers, directors, employees and agents.

"**Licensed Software Products" or "Vendor Software"** means the machine-readable, object-code version of the software licensed by Vendor to Client, including all related Documentation and any modified, updated or enhanced versions of the software that Vendor may provide to Client, as set forth in the applicable Order Form and under the terms and conditions of this Agreement.

"**Product Maintenance Services**" means on-going services provided by Vendor to Client as set forth in the Software Maintenance Addendum.

"**Order Form**" means the ordering documents, in a form specified by Vendor, representing the initial purchase of the Products as well as any subsequent purchases of Products that are signed and submitted by Client to Vendor.

"**Output**" means any work product, forms, checks, statements, reports interfaces to third parties, or information provided by Vendor or Vendor Products.

"**Products**" means items purchased by Client as set forth in an Order Form or Statement of Work, in accordance with any applicable Addendum. Products may include Licensed Software Products, Services, Subscription Services, Product Maintenance Services, Professional Services, and Product Customization.

"**Professional Services**" means implementation, training, installation and data recovery, migration and restoration services and other professional services provided by Vendor to Client, but specifically excluding Product Maintenance Services and Subscription Services.

"Services" means Consulting Services, Subscription Services, Professional Services, Product Customization, and any other services provided by Vendor to Client.

"**Subscription Services**" means software based services that are provided to the Client by the Vendor or a third party on a re-occurring basis.

"**Source Code**" means the human-readable version of a software program than can be compiled into Executable Code.

"**Statement of Work**" means a written description of work signed by the parties pursuant to which Vendor provides Professional Services to Client and is covered by the terms and conditions of this Agreement.

"**Taxes**" has the meaning set forth in Section 3.4. "**Term**" has the meaning set forth in Section 9.1.

2 SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor will provide Products and Services to the Client. These general terms and conditions may be supplemented by the applicable Addenda,

including any Addenda identified in Table A. Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service provider. Client also understands that all Products purchased by the Client as part of this Agreement are provided as is. Any Client specific changes to the Products will require an Addendum or amendment consistent with section 11.3.

3 FEES AND PAYMENT

3.1 Fees.

Client will remit to Vendor all applicable fees, including but not limited to license, maintenance, professional service and other fees for those Products and Services purchased by Client, as set forth in any applicable Order Form or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel, travel time, phone and related expenses incurred in the performance of Services, which costs are also considered to be Fees. Except as specifically set forth in this Agreement, all Fees are fully earned upon receipt and 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 to all principal due, 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, may suspend client's right to use any Product provided by Vendor under this Agreement if Client fails to remit any payment when due within ten (10) business days after receiving written notice from Vendor that payment is past due. This section does not in any way waive Vendor's rights under section 9.

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 or the Client is required to withhold Taxes related to services provided under this Agreement, Client will be responsible for, and will reimburse the Vendor. Taxes shall be considered a Fee and will be subject to the terms and conditions set forth in this section 3.

4 OWNERSHIP

4.1 Title

Client acknowledges, represents and warrants that title to and ownership of the Licensed Products, Systems, and Documentation, including all corrections, enhancements, or other modifications to the Licensed Software, Products, systems, and Documentation, are the sole and exclusive property of Vendor and its third party vendors. This includes all material displayed on the screen or generated, such as icons, screen displays, etc.

4.2 Proprietary Rights Notices.

Client shall not delete, alter, cover, or distort any copyright, trademark, or other intellectual property rights placed on or in the Products and shall ensure that all intellectual property right notices are reproduced on all copies thereof.

5 CONFIDENTIALITY

5.1 Obligations.

Each party acknowledges that, in the course of its performance of this Agreement, it may obtain the Confidential Information of the other party. The duty to protect any Confidential Information shall survive the termination of this Agreement. The Recipient of any Confidential Information shall use the same level of care to protect the Confidential Information of the Discloser that Recipient takes to protect its own confidential information, but, at a minimum, shall take reasonable steps to prevent the unauthorized disclosure of and to maintain the confidentiality of the Confidential Information of Discloser. Recipient shall not disclose the Confidential Information of Discloser to any employees, contractors, or other third parties except as specifically authorized by Discloser or as necessary to perform Recipient's obligations under this Agreement. Recipient shall use its best reasonable efforts to ensure that any party to whom Recipient does disclose Confidential Information is subject to confidentiality obligations at least as protective as those in this Agreement. Recipient shall be liable for any breach of these confidentiality obligations by any individual or entity receiving Confidential Information from Recipient. However, the parties acknowledge and agree that, notwithstanding such measures taken to prevent unauthorized disclosure, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to Confidential Information. The Confidential Information disclosed by Discloser may only be used by Recipient as necessary to perform its obligations or exercise its rights under this Agreement. Recipient shall indemnify Discloser for damages or costs incurred by Discloser as a result of the unauthorized use, disclosure or distribution of any Confidential Information facilitated by Recipient's breach of these confidentiality obligations.

5.2 Exceptions.

The obligations set forth in Section 5.1 will not apply to any information that is required to be disclosed by:

(a) An authorized court or other governmental body or;

(b) Otherwise required by law. Such disclosure will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient will provide prompt written notice thereof to Discloser and will cooperate with Discloser to limit any disclosure to the fullest extent possible.

6 LIMITED WARRANTIES AND DISCLAIMERS

6.1 Assumption of Responsibility.

Client assumes all responsibility for the selection of, appropriateness of, use of, and results obtained from the Products and Output. Client warrants that it is solely responsible for setting up and administering internal controls to verify the accuracy of the Products' Output on an ongoing basis. All warranties made by Vendor, express or implied, extend solely to Client and not to any third parties.

6.2 DISCLAIMER.

EXCEPT AS EXPRESSLY WARRANTED IN THE APPLICABLE PRODUCT ADDENDUM, THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR RESULTS, OR SYSTEM INTEGRATION, OR ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT, AND VENDOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. VENDOR MAKES NO WARRANTY THAT THE

PRODUCTS WILL RUN PROPERLY ON ALL HARDWARE, THAT THE LICENSED SOFTWARE, HOSTED SERVICES OR OTHER PRODUCTS WILL MEET THE NEEDS OR REQUIREMENTS OF CLIENT OR ITS USERS, WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED FOR USE BY CLIENT OR ITS USERS, THAT THE LICENSED SOFTWARE OR HOSTED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

7 INDEMNIFICATION

7.1 By Client.

Client shall indemnify, defend and hold Vendor harmless from any Claims to the extent that the Claims arise out of or relate to:

(a) Client's Failure to verify the appropriate use of Vendor Products and Output;

(b) Failure of Client to verify the accuracy of Output;

(c) Client's failure to implement and administer internal controls, including internal controls to verify, on an ongoing basis, the appropriate use and accuracy, Output;

(d) Any data, software, or other materials provided by Client;

(e) Any use of the Products or Services inconsistent with their intended use, as manifest in this Agreement;

(f) Any modification, alteration, misuse, or combination of the Products or Services with other hardware or software; or

(g) Client's wilful or reckless misconduct.

7.2 By Vendor.

Vendor shall indemnify, defend and hold Client harmless from and against any Claims to the extent that the Claims are based on Vendor's willful or reckless misconduct.

7.3 Entire Obligation.

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 7 CONSTITUTE EACH PARTY'S ENTIRE OBLIGATION AND LIABILITY FROM OR RELATED TO THIS AGREEMENT REGARDING THIRD PARTY CLAIMS.

8 LIMITATION OF LIABILITY

8.1 Waiver of Consequential Damages.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (A) THIRD PARTY CLAIMS OR LIABILITIES OTHER THAN THOSE IDENTIFIED IN SECTION 7; OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOODWILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

8.2 Cap on Liability.

IN NO EVENT WILL THE TOTAL LIABILITY OF VENDOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID BY CLIENT FOR THE SERVICES OR PRODUCTS IN QUESTION OR THE CAPS ON LIABILITY SET FORTH IN THE APPLICABLE PRODUCT ADDENDDUM, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL VENDOR'S LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. FOR FEES THAT ARE PAID ON A RE-OCCURING BASIS, LIABILITY IS CAPPED AT AN AMOUNT EQUAL TO THE FEES PAID IN ONE FULL YEAR FOR THE SERVICES OR PRODUCTS IN QUESTION.

8.3 Disclaimer.

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, AND STATUTORY CLAIMS. EACH OF THE PARTIES ACKNOWLEDGES THAT IT UNDERSTANDS THE LEGAL AND ECONOMIC RAMIFICATIONS OF THE FOREGOING LIMITATIONS, AND THAT THE FOREGOING LIMITATIONS ALLOCATE THE VARIOUS RISKS BETWEEN THE PARTIES AND FORM AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

9 TERM AND TERMINATION

9.1 Term.

This Agreement will commence upon the Effective Date and will continue for the period set forth in the applicable Order Forms (subject to the renewal terms set forth in the applicable Product Addendum and/or the applicable Order Forms) and/or Statements of Work ("Term"), unless earlier terminated in accordance with the provisions of this Agreement.

9.2 Termination

Either party may terminate this Agreement, and any applicable addenda, and Vendor may terminate Order Forms, upon written notice if the other party materially breaches this Agreement and fails to cure such breach within one-hundred twenty (120) days after receiving specific written notice of the nature of the alleged breach from the non-breaching party and the opportunity to cure. Vendor may terminate this Agreement if Client fails to pay any portion of the Fees when due within thirty (30) days after receiving written notice from Vendor that payment is past due. Additional termination rights are set forth in the warranty and/or termination provisions in the applicable Addendum.

9.3 Obligations upon Termination.

Upon the termination or expiration of this Agreement:

(a) Client shall promptly pay in full all outstanding payments due to Vendor (but in any event, no later than ten (10) business days following the date on which termination or expiration is effective);

(b) all licenses granted under this Agreement and any Addenda will immediately terminate and Client shall immediately cease all use of the Products;

(c) Client shall remove all copies of the Licensed Software from its computer systems. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

9.4 Survival.

The following Sections will survive the termination or expiration of this Agreement: 1 and 4 through 10, and any other provisions of this Agreement, including any Addenda, that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

10 GENERAL LIABILITY INSURANCE

Vendor will maintain general liability insurance. Upon request by Client, Vendor will provide Client with proof of coverage. This certificate is issued to the Client as a matter of information only and confers no rights upon the Client. This Certificate does not amend, extend or alter the coverage afforded by the insurer to the Vendor.

11 GENERAL

11.1 Reservation of rights

All rights not expressly granted to Client in this Agreement are reserved by Vendor and its third party providers.

11.2 Entire Agreement.

This Agreement, including the applicable Addenda and any Order Forms or Statements of Work, constitutes the entire agreement between the parties and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to the subject matter hereof, whether oral or written.

11.3 Amendment.

This Agreement may be amended or supplemented only in writing. Any amendment must refer explicitly to this Agreement and must be signed by both parties. All other agreements whether verbal, implied or written are not binding to either party.

11.4 Waiver.

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing, and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

11.5 Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree that any invalid provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.

11.6 Relationship of Parties.

The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party will have, and will not represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name.

11.7 Non-Exclusive Relationship.

This Agreement is non-exclusive. Each party will be free to enter into other similar agreements or arrangements with other third parties.

11.8 Assignment.

Neither party will indirectly or directly transfer or assign any rights under this Agreement, in whole or part, without the prior written consent of the other party. Notwithstanding the foregoing, the Vendor may, without the prior written consent of the other party, assign in its entirety or in part this Agreement to a subsidiary or affiliated entity as part of a divestiture, corporate reorganization or consolidation, or to another party in connection with a merger, acquisition, or sale of assets or stock, provided the successor agrees in writing to assume all of the assigning party's obligations hereunder. Any assignments contrary to this Section 11.8 will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

11.9 Compliance with Laws.

Each party shall be responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all such laws, regulations and other legal requirements.

11.10 Force Majeure.

Except for Client's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of, any nature beyond the reasonable control of such party. Such causes include, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, power outage, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, act of terrorism, insurrection, riot, act of God or the public enemy, law, act, order, export control regulation, proclamation decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

11.11 Inspection

Client will permit Vendor or its representatives to review Client's relevant records and inspect Client's facilities and systems to ensure compliance with the Agreement. Vendor will give Client at least ten (10) days' advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Client's normal operations.

11.12 Governing Law.

This Agreement will be governed by and construed under the laws of the United States, the State and county in which the Client is located, as defined at the beginning of this agreement.

11.13 Dispute Resolution and Jurisdiction.

The parties will attempt to resolve any dispute relating to this Agreement by good faith negotiation between business principals prior to initiating formal legal proceedings relating to the dispute. In the event the parties are unable to resolve the dispute, any such claim shall be submitted to Arbitration. Such arbitration shall be conducted in accordance with commercial arbitration rules then in effect for the American Arbitration Association; and both parties agree to abide by the decision resulting from such arbitration. If necessary, the decision of the American Arbitration Association may be enforced by the courts having jurisdiction over this Agreement.

11.14 Attorney Fees.

In the event any attorney is employed by any party to this Agreement with regard to any legal action, arbitration or other proceeding brought by any party for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the party or parties prevailing in such proceeding, whether at trial or upon appeal, will be entitled to recover reasonable attorney fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

11.15 Notices.

All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by overnight mail service or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature and will be effective upon receipt. Either party may change its address by giving written notice of the new address to the other party.

11.16 Press Release.

In the event that Vendor wishes to issue a press release announcing the existence of the relationship between the parties and the nature of this Agreement, Vendor will provide such press release to Client for Client's written approval and consent. Such approval and consent will be in Client's sole discretion. No other press releases that mention the other party shall be issued without the other party's prior written approval. Client agrees to allow Vendor to list Client as a customer.

11.17 Construction of Agreement.

This Agreement has been approved by the respective parties hereto and the language hereof will not be construed for or against any party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole.

11.18 Counterparts and Electronic Signatures.

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.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Effective Date by a duly authorized officer or representative.

Signature Section			
Vendor	Springbrook Software, Inc.	Client	City of Compton
Signed By (Print)	Tim Rosenen	Signed By (Print)	
Date	9/17/14	Date	
Title	EVP Corp Dev	Title	
Signature		Signature	
Additional Signatures			
Client	City of Compton	Client	City of Compton
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

DATE: 10/9/14
APPROVED AS TO FORM
CITY ATTORNEY

Attest:
Date: 10-27-14
ALITA GODWIN, CITY CLERK

CITY OF COMPTON CORPORATED MAY A. D. 1888 CALIFORNIA

SPRINGBROOK SOFTWARE, INC.
SOFTWARE LICENSE AGREEMENT ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Licensed Software Products purchased by City of Compton ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement (the "Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"**Application**" means a Licensed Software Product module as set forth on the appropriate Order Form.

"**Custom**" means any modification, enhancement or addition to the Licensed Software Products developed by or for Vendor for Client's use or at Client's Request.

"**Enhancement**" has the meaning assigned in the Software Maintenance Addendum. Vendor reserves the right to charge for Enhancements.

"**Escrow Agreement**" means an agreement that Vendor has entered into with an appropriate escrow management firm for the storage of the current release of Vendor's Licensed Software Products. Selection of such firms and the right to change firms at any time is solely at the discretion of the Vendor.

"**Material**" as applied to changes to Licensed Software Products or an Application, shall mean a significant or substantial alteration or effect on the function or Output thereof, and "cure" as applied to a Material failure shall mean the provision of functional equivalent functions or means.

"**Specifications**" mean the written (both hard copy and electronic text files) description of the functions, capacity and features of the Licensed Software Products delivered by Vendor to Client to the extent specifically incorporated in an Order Form or Statement of Work. Vendor reserves the right to update, change or retire the Specifications, in whole or in part.

"**User Materials**" means all written and electronic Documentation, provided by Vendor to Client for use in connection with the Licensed Software Products.

2 GRANT OF LICENSE

2.1 Scope of License

Vendor hereby grants Client a limited, irrevocable, non-exclusive, non-transferrable license to use, copy and distribute the Licensed Software Products (in machine-readable, object code form only) and User Materials provided to Client pursuant to an Order Form or Statement of Work, during the term described in Section 2.3, subject to the terms and conditions of this Addendum and the Master Agreement, all for Client's ordinary, internal business purposes only, including, without limitation, the rights to;

(a) support Client's use of the Licensed Software Products under this Addendum;

(b) install, use and execute the Licensed Software Products on computers that Client owns or leases for purposes of serving Client's internal business needs;

(c) transfer Licensed Software Products to replacement hardware owned by Client. The costs for Vendor to provide any replacement media or technical assistance to accommodate the transfer are billable charges to the Client. Client will give Vendor advance written notification of its intent to transfer licenses to new hardware; and

(d) store the Licensed Software Products 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 Client's computers and associated devices.

2.2 License Restrictions

Client may only use the Licensed Software Products and User Materials within the limited scope set forth herein. In particular, and without limitation, Client agrees that Client and Client's employees will not;

(a) assign, sublicense, transfer, pledge, grant a security interest in, lease, rent or share the Licensed Software Products or Client's rights under this License Agreement with or to any third party;

(b) reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Licensed Software Products;

(c) refer to or use any portion of the Licensed Software Products or User Materials as part of any effort to develop any other Licensed Software Products program; or

(d) modify the Licensed Software Products in any way other than that supported through configuration options available to the Client from Vendor.

2.3 Conditions of License

The term of the license granted to Client pursuant to this Addendum begins on the Effective Date and will continue as long as;

(a) Client is current on Licensed Software Products fee Order Form; and

(b) Client is in compliance with the terms and conditions of this Addendum, the Master Agreement, all Addenda and appropriate Order Forms or Statements of Work. Vendor reserves the right to revoke licenses for failure to meet any conditions of the Master Agreement or any applicable Addenda.

2.4 Source Code

Vendor will maintain an Escrow Agreement under which Vendor will place the source code for each major release of Vendor's Licensed Software Products. At Client's request, Vendor will add Client as a beneficiary on its Escrow Account. Client agrees to pay all fees and charges associated with adding Client as a beneficiary on the Escrow Account. Client is solely responsible for maintaining its status as a beneficiary.

3 OWNERSHIP; PROPRIETARY PROTECTION.

Nothing in this Addendum, the Master Agreement, or any other Addenda provides Client with title to or ownership of any Licensed Software

Product, but only a limited license to use the Products consistent with the limitations identified in this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to the Licensed Software Products and User Materials, all copies thereof, all derivative works, and all related material generated from the Licensed Software Products 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 Vendor or any other party, subject to the rights of Client expressly granted herein.

3.1 Acceptance Period

Upon completion of the implementation of each Licensed Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;

(a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;

(b) 30 days has passed since the implementation of the Application without written notice of non-acceptance;

(c) Client is using the Licensed Software Product at issue for its intended purpose; or

(d) One calendar year has passed since the Effective Date. Client agrees to grant Vendor access to any system where Licensed Software Products are installed to audit Client's use of the Licensed Software Products and compliance with this Addendum.

4 LIMITED WARRANTY.

Vendor warrants that it has title to the Licensed Software Products and that it has full authority to grant this license to Client. Vendor also warrants that, as to each Application, for a period of ninety (90) days from the date of Client's acceptance of the Application, the Application will function in Material conformity with the Specifications. Vendor makes no warranty regarding the usability or convertibility of any of Client's data, the suitability of the Licensed Software Products for Client's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Licensed Software Products, or combination of the Licensed Software Products with any other computer program or communications device. Additionally, each Licensed Software Product is subject to the stability and capability of the Client's existing operating system(s). VENDOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL OPERATE PROPERLY WITH OTHER HARDWARE OR SOFTWARE. Determination of breach of the foregoing limited warranty or default under this Section shall be subject to the notice and cure provisions of Section 8 of the Master Agreement, and upon receipt of written notice of breach of warranty, Vendor shall be afforded a period of one hundred and twenty (120) days to cure the reported Material defect, failure or other breach. CLIENT AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND VENDOR 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 LICENSED SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

5 CLIENT RESPONSIBILITIES

Client assumes all responsibility for the selection of, use of, and results obtained from the License Software Products. Client agrees to and is solely responsible for implementing the appropriate internal controls to ensure the accuracy of and appropriate use of any Licensed Software Products. All warranties, express or implied, extend solely to Client and not to any third parties.

6 CUSTOM AND ENHANCEMENTS

Vendor reserves the right at its own discretion to determine if and when any type of Enhancements or Custom modifications will be made to the Licensed Software Products.

7 THIRD PARTY SOFTWARE

To the extent any Licensed Software Product incorporates or necessarily interacts with third party software, Client agrees to either procure that third party software on terms acceptable to it or to agree and abide with the third party software provider's standard end user license agreement. Client agrees to execute any documents and take all other steps necessary to satisfy any third party licensing requirements.

8 ELECTRONIC SIGNATURES

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.

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

Signature Section			
Vendor	Springbrook Software, Inc.	Client	City of Compton
Signed By (Print)	Tim Rosener	Signed By (Print)	
Date	9/17/14	Date	
Title	EVP Corp Dev.	Title	
Signature		Signature	
Additional Signatures			
Client	City of Compton	Client	City of Compton
Signature		Signature	

Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

DATE: 10/9/14
APPROVED AS TO FORM
CITY ATTORNEY

Attest:

Date: 10-27-14

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

ALITA GODWIN, CITY CLERK

SPRINGBROOK SOFTWARE
SOFTWARE MAINTENANCE ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Product Maintenance Services purchased by City of Compton ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement ("Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement or in the Software License Agreement Addendum.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"**Enhancement**" any change to a Licensed Software Product that the Vendor, in its sole discretion, has determined will become part of the Licensed Software Product, including any modification or addition that, when made or added to a Licensed Software Product, materially changes its utility, efficiency, functional capability, or Output, but that does not constitute solely an Error Correction, and does not constitute a New Product Release. Vendor may designate Enhancements as "Major Enhancements" or simply as "Enhancements," depending on Vendor's assessment of their value and of the function added to the Licensed Software Product or Application. A "Major Enhancement" is a substantial rewrite of an Application or a Licensed Software Product.

"**Temporary Fix**" means an initial correction or "fix" to a problem in the Licensed Software Products prior to the release of an Error Correction.

"**Error Correction**" means either a modification or an addition that, when made or added to the Licensed Software Products, brings the Licensed Software Products into material conformity with its Specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Software Products, avoids the practical adverse effect of such nonconformity.

"**Maintenance Fees**" means Fees paid by Client on a periodic basis to purchase the Product Maintenance Services under this Addendum. These Maintenance Fees are subject to the Terms and Conditions of the Master Agreement are considered "Fees."

"**New Product Release**" means either the total rewrite of an Application or new version(s) of the Licensed Software Products (including, without limitation, offering of an Application in a new language), the offering of new suites of Applications or databases, generally packaged as a separate module, and which may incorporate Error Corrections and/or Enhancements. A New Product Release shall be distinguished from an Enhancement by Vendor's determination, based on Vendor's assessment of the New Product's value and of the function added to the Licensed Software Products or an Application.

2 SCOPE OF MAINTENANCE AGREEMENT.

Client has purchased certain Licensed Software Products from Vendor and Client wishes to have Vendor maintain and support Client's use of those Licensed Software Products. Vendor and Client therefore agree as follows:

2.1 Scope of Support Services

(a) As long as Client is current on Maintenance Fees, Vendor agrees to provide "Basic Support Services" in support of the Product. Basic Support Services shall consist of:

(b) a toll-free line plus Internet access to Vendor's support department during Vendor's normal hours of operation to answer questions about the Licensed Software Products and help resolve issues not related to Error Corrections as defined below; and

(c) After hours support during hours other than Vendor's normal hours of operation. Client will pay for afterhours support at Vendor's standard hourly rates for afterhours support, or as documented on the appropriate Order Form or Statement of Work.

2.2 Scope of Product Maintenance Services

As long as Client is current on Maintenance Fees, Vendor agrees to provide Product Maintenance Services in support of the Licensed Software Products as set forth in the applicable Order Form. Product Maintenance Services shall consist of:

(a) Error Correction. Vendor will use all reasonable diligence to correct verifiable and reproducible errors in Licensed Software Products that are not performing in accordance with the Specifications. Error Corrections will be made within a reasonable time period after reported to Vendor. The Error Correction, when completed, may be provided in the form of a Temporary Fix or, in Vendor's discretion, a work around may be provided in the form of recommended alternate methods of using the Licensed Software Products.

(b) Changes in State and Federal Reporting Requirements. Vendor will provide Enhancements needed to conform to state and federal reporting requirements, including changes to tax tables and routine forms, as changes become effective. Product Maintenance Services under this Addendum do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods. Vendor reserves the right to determine final form of State and Federal reporting functionality to ensure that functionality meets the requirements of the controlling regulation and all clients within the scope of said regulation. Enhancements to meet local needs are not included in this Service.

(c) Service Packs. Vendor may, from time to time, issue routine minor releases of the Licensed Software Products, known as service packs, which contain Error Corrections, to Clients who have Software Maintenance Addenda in place. Installation of Service Packs is provided at no charge to Client if completed over the Internet. Installation of routine releases, Service Packs, and Enhancements by Vendor at Client's site will be billed to Client at Vendor's then-current hourly rate.

(d) Discounts on Major Enhancement Releases. Vendor may, from time to time, offer Major Enhancements to Client. To the extent Vendor offers such Major Enhancements, Vendor shall permit Client to obtain one copy of each Major Enhancement for each copy of the Licensed Software Products or Application being maintained under this Addendum at the discount then specified by Vendor.

2.3 Limitation of Support and Maintenance Services

The following is not covered by this agreement:

(e) Training, data conversion, Consulting Services, and project management services (whether onsite or offsite);

(f) Maintenance or support services resulting from any problem resulting from Client's deliberate or inadvertent misuse, alteration (including local reports written by the Client), or damage of the Licensed Software Products;

(g) Support of operating systems; support of non-Vendor software (including but not limited to spreadsheets, word processors, general office software, and report writers (including Crystal Reports, except for the standard Springbrook reports written in Crystal));

(h) On-site installation and management services for Upgrades or Major Enhancements;

(i) Providing or recommending internal controls or balancing Client's books;

(j) Any training, consulting, implementation management services, and data conversion services required on an individual Client basis for Major Enhancements (whether onsite or offsite);

(k) Any set up, support for and maintenance of additional production databases (whether onsite or offsite);

(l) Travel (including travel time) and living expenses for installation and training, or any other onsite support or services;

(m) New (additional) Product license and service fees.

(n) Client is responsible for testing Client-specific modifications or Custom. Services associated with upgrading or migrating Custom to new release levels is not included in this agreement.

3 CLIENT RESPONSIBILITIES

Under this Addendum the Client is responsible for items not specifically assigned to the Vendor, including the following:

3.1 Cooperation of Client.

Client agrees to notify Vendor promptly following the discovery of any error. Further, upon discovery of an error, Client agrees, if requested by Vendor, to submit to Vendor a listing of Output and any other data that Vendor may require in order to reproduce the error and the operating conditions under which the error occurred or was discovered. Vendor shall treat any such data as confidential.

3.2 Vendor Access

Client agrees to provide and maintain a means for Vendor to remotely access and maintain the Licensed Software Products as installed on Client's computers or networks. This access will include the following:

(a) An Internet connection and a static IP address that allows connectivity from Vendor support centers to the Client's servers;

(b) Appropriate Vendor approved software that will allow Vendor support personnel to access the Client's server environment for the purposes of installation of Products, troubleshooting and problem resolution;

(c) Client will allow Vendor personnel to access servers and Products with administrative level access;

(d) Client is responsible for maintaining the security of any access solution; and

(e) Vendor's failure to provide services under this Addendum as a direct result of Client's failure to provide access to Vendor will not constitute a breach of this Addendum.

3.3 Key Client personnel replacement

If key Client personnel replacement occurs, Vendor reserves the right to require that the new employee(s) acquire Vendor-required training. Vendor offers free training at Vendor's Portland Training Center to all new department heads and one (1) new primary user per year for Products purchased by the Client. Vendor may, in its discretion, raise the Maintenance Fees payable by Client by up to ten percent (10%) each year if Client does not provide training to all applicable users who call in to Vendor for support.

3.4 Additional Costs not covered by this Addendum.

Vendor reserves the right to bill hourly for maintenance and support outside of the Products and Services listed in Section 2.1. Among other things, Vendor will bill Client on an hourly basis for the following services;

(a) Support or maintenance in cases where repeated operator-produced error by the same user continues to occur despite notification to Client;

(b) Support and maintenance services associated with applications not purchased by Client from Vendor, as documented in an appropriate Order Form or Statement of Work;

(c) Support and maintenance services outside the scope of this Addendum;

(d) Support and maintenance services necessitated by Client's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products and compliance with local, state and federal regulations and auditors requirements;

(e) Support and maintenance services associated with Client's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products;

(f) Costs associated with Client's creation or modification of data in Vendor's database except through the appropriate use of Vendor Products;

(g) Costs associated with Client's own actions to integrate Vendor Products with applications or services not purchased from Vendor;

(h) Costs associated with Client's failure to meet the terms and conditions of section 3 of this Addendum;

(i) Costs associated with additional labor or out of pocket expenses incurred while providing support to Client in cases where Vendor has requested but Client has denied remote access into a user workstation or the server housing Vendor's Products; and

(j) Labor and travel costs associated with providing on-site for services covered by this Addendum.

4 MAINTENANCE FEES

4.1 Failure to pay Maintenance Fees

If Client fails to pay Maintenance Fees as specified in the applicable Order Form or Statement of Work, Vendor reserves the right to suspend all Services under this Addendum. If Client's account is placed on hold due to failure to pay Maintenance Fees, Vendor will suspend all Services under this Addendum. Client's account will not be taken off hold until the following occurs:

(a) A "Reconnect" fee consisting of 10% of the full year annual maintenance amount is paid; and

(b) All outstanding Maintenance Fees are paid in full. Client may choose to purchase new licenses from vendor and restart Product Maintenance Services at that point in lieu of paying all outstanding Maintenance Fees.

4.2 Maintenance Fees

Vendor reserves the right to increase Maintenance Fees by up to 5% each year.

5 USE AND RESTRICTIONS.

Error Corrections, Enhancements, New Product Releases and any other programming provided by Vendor, regardless of its form or purpose shall be considered part of the Licensed Software Products for purposes of determining the parties' rights and obligations related thereto pursuant to the Software License Agreement Addendum and this Addendum. Vendor 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 Software License Agreement Addendum.

6 ELECTRONIC SIGNATURES

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.

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

Signature Section			
Vendor	Springbrook Software, Inc.	Client	City of Compton
Signed By (Print)	Tim Rosenau	Signed By (Print)	
Date	9/17/14	Date	
Title	EVP Corp Development	Title	
Signature		Signature	
Additional Signatures			
Client	City of Compton	Client	City of Compton
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

DATE: 10/9/14
APPROVED AS TO FORM

Attest:

Date: 10-27-14

ALITA GODWIN, CITY CLERK

SPRINGBROOK SOFTWARE, INC.
HOSTED AND SUBSCRIPTION SERVICES ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Subscription Services purchased by City of Compton ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement (the "Master Agreement") entered into by Vendor and Client and any applicable Order Form or Statement of Work. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

1. **DEFINITIONS.** Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Citizens" means citizens, consumers, and others designated by the Client to access or use any Products or Services where such access or use is facilitated, directly or indirectly, by Subscription Services.

"Client Data" means any and all data and information of any kind or nature submitted to Vendor by Client, or received by Vendor on behalf of Client, other than publicly available information.

"Subscription Services" means any Products or Services purchased by Client from Vendor that are provided by or through a Third Party Vendor, as indicated on an Order Form. Subscription Services may include ERP Offerings, Online Payment Services, IVR service, and third party hosting of computer hardware, software, or networking elements.

"Online Payment Services" means the services described in Section 2.1.

"Third Party Vendors" mean vendors chosen by Vendor, in its reasonable discretion (or by Client, as provided in this Addendum), to provide the Subscription Services.

"**Application**" means a Software Product module as set forth on the appropriate Order Form.

"**Custom**" means any modification, enhancement or addition to the Software Products developed by or for Vendor for Client's use or at Client's Request.

"**Enhancement**" has the meaning assigned in the Software Maintenance Addendum. Vendor reserves the right to charge for Enhancements.

"**Material**" as applied to changes to Software Products or an Application, shall mean a significant or substantial alteration or effect on the function or Output thereof, and "cure" as applied to a Material failure shall mean the provision of functional equivalent functions or means.

"**Specifications**" mean the written (both hard copy and electronic text files) description of the functions, capacity and features of the Software Products delivered by Vendor to Client to the extent specifically incorporated in an Order Form or Statement of Work. Vendor reserves the right to update, change or retire the Specifications, in whole or in part.

"**User Materials**" means all written and electronic Documentation, provided by Vendor to Client for use in connection with the Software Products.

"**User**" means specified Client employee or agent covered under the Order Form.

2. **SCOPE OF AGREEMENT**

2.1 Grant of Access

Vendor hereby grants Client a limited, non-exclusive, non-transferrable access to specified Users to use Software Products (in machine-readable, object code form only) and User Materials provided to Client pursuant to an Order Form or Statement of Work, during the term described in Section 2.3 subject to the terms and conditions of this Addendum and the Master Agreement, all for Client's ordinary, internal business purposes only, including, without limitation, the rights to;

2.1.1. support Client's use of the Software Products under this Addendum;

2.1.2. Access Software Products by Users that Client specifies for purposes of serving Client's internal business needs;

2.2. Access Restrictions

Client may only use the Software Products and User Materials within the limited scope set forth herein. In particular, and without limitation, Client agrees that Client and Client's employees will not;

2.2.1 assign, sublicense, transfer, pledge, grant a security interest in, lease, rent or share the Software Products or Client's rights under this Agreement with or to any third party without prior written authorization from Vendor;

2.2.2 reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Software Products;

2.2.3 refer to or use any portion of the Software Products or User Materials as part of any effort to develop any other Software Products program; or

2.2.4 modify the Software Products in any way other than that supported through configuration options available to the Client from Vendor.

2.3 Conditions of Access

The term of access granted to Client pursuant to this Addendum begins on the Effective Date and will continue as long as;

2.3.1 Client is current on Software Products fees specified in Order Form; and

2.3.2 Client is in compliance with the terms and conditions of this Addendum, the Master Agreement, all Addenda and appropriate Order Forms or Statements of Work.

Vendor reserves the right to revoke licenses for failure to meet any conditions of the Master Agreement or any applicable Addenda.

3. ONLINE PAYMENT SERVICES.

3.1. Online Payment Services allow Citizens to make payments and perform certain other functions via a website, telephone or webpage hosted and maintained by Vendor and/or a Third Party Vendor that is accessible by hotlink from Client's own website, as set forth in the appropriate Order Form. Client agrees to use only Third Party Vendors that are subject to a written agreement between the Client and the Third Party Vendor for merchant banking services. For purposes of credit card and similar transactions, Client shall act as merchant, and Client shall be solely responsible for maintaining its merchant relationship with its approved Third Party Vendor, and for all payments related to that merchant relationship. Client agrees to only use merchant services Third Party Vendors approved by Vendor.

3.2. Operation of the Online Payment Services requires installation and maintenance of Software Products on servers maintained by Client on Client's premises. The Software Product needed to operate Online Payment Services is limited to the most current released version of the Vendor's payment Application, and includes any updates to that Application made available by Vendor. The payment Application does not include new software Applications, substantially new versions of any software Application, or Services necessary to implement new Applications or versions of the Applications. Client agrees that Vendor may designate any software Application released by Vendor after the executed Addendum as a new version or a new Application, and additional fees may be required for any such new version or Application.

4. ACCEPTANCE PERIOD

Upon completion of the implementation of each Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;

(a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;

(b) 30 days has passed since the implementation of the Application without written notice of non-acceptance;

(c) Client is using the Software Product at issue for its intended purpose.

5. CLIENT RESPONSIBILITIES

Client assumes all responsibility for the selection of, use of, and results obtained from the Software Products. Client agrees to and is solely responsible for implementing the appropriate internal controls to ensure the accuracy of and appropriate use of any Software Products. All warranties, express or implied, extend solely to Client and not to any third parties.

6. OTHER SUBSCRIPTION SERVICES

6.1. General

Vendor may, in its sole discretion, select Third Party Vendors to provide the Subscription Services, including IVR and third party hosting services. Client acknowledges and agrees that Vendor's rights, obligations, and liabilities to Third Party Vendors in connection with Subscription Services are governed by agreements negotiated with the Third Party Vendors in Vendor's sole discretion. These agreements are available to Client upon reasonable request from Vendor. Client agrees that its rights, obligations, and liabilities to Vendor with respect to Subscription Services shall be limited by these agreements. In no event will Client's rights with respect to Subscription Services exceed the rights available to Vendor under these agreements and in no event will Client's obligations or liabilities to Vendor in connection with the Subscription Services be less or more limited than Vendor's obligations and liabilities to the Third Party Vendors under these agreements. Without limitation, Client agrees to indemnify and hold Vendor harmless from any and all liability and expenses Vendor incurs as a result of Subscription Services provided to Client pursuant to this Addendum, including any indemnity obligation Vendor may have to a Third Party Vendor. Vendor may increase Subscription Service Fees by up to 5%/year with 30 days written notice.

6.2. Configuration

Client shall be solely responsible for (a) properly configuring, developing, programming, hosting and operating its hardware, software, web sites, content and all applications, and their respective telephone and Internet connections, to allow access to and use of the Subscription Services in accordance with the documentation provided by Vendor or any Third Party Vendor and all applicable protocols and requirements of the platforms used to provide Subscription Services and (b) providing any connections necessary to communicate with a Third Party Vendor's platform.

6.3. Unauthorized Use

Client will be responsible for, and shall pay any applicable fees associated with; any unauthorized use of the Subscription Services, telephone numbers assigned to Client, and Client's account. In the event Client becomes aware of such unauthorized use, Client shall promptly notify Vendor and the relevant Third Party Vendor.

6.4. Support for Subscription Services

Vendor's support obligations to Client in connection with Subscription Services, if any, shall be limited to providing support available from the Third Party Vendors. Client shall otherwise be responsible for providing all support services to its end users with regard to the Subscription Services.

6.5. Network Traffic

Client acknowledges that, as a result of using Subscription Services, Client content and data will pass through hosted servers that may not be segregated or in a separate physical location from servers on which the content of other third parties is or will be transmitted or stored.

6.6. Content

Client is and shall be solely responsible for the creation, editorial content, control, and all other aspects of the content passing through third party servers as a result of the Subscription Services. Client represents and warrants that

Client has obtained (or will obtain, prior to transmission) all authorizations and permissions required to use and transmit such content.

6.7. No Harmful Code

Client represents and warrants that no content shall be knowingly transmitted by Client or end users through the Subscription Services that contains any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door (collectively, "Harmful Code").

6.8. Client Data

Client shall remain the sole and exclusive owner of all Client Data. As such, Client Data shall be subject to regulation and examination by the appropriate auditors and regulatory agencies to the same extent as if such information were on Client's premises.

7. CLIENT RESPONSIBILITIES.

Client acknowledges that operation of the Subscription Services requires Client's effort and cooperation, and that in addition to its other obligations under this Addendum, Client assumes the following responsibilities:

7.1. Set-Up, Training.

Client shall use its best efforts to facilitate and participate in Third Party Vendor's service set-up activities, and will afford Vendor and Third Party Vendors reasonable access to information, equipment and facilities upon request. Client shall require all of Client's personnel who use the Subscription Services to complete any training prescribed by Vendor or Third Party Vendor at the time of implementation. Subsequent training of new personnel after implementation is not included in this Addendum.

7.2. Equipment Maintenance

Client shall maintain hardware and software, including non-Vendor hardware or software, at Client's site as recommended by Vendor for operation and use of the Subscription Services. Client, at its expense, shall also maintain its own website, which shall feature a hotlink icon by which Citizens can access the Subscription Services, to the extent necessary for the operation and use of the Subscription Services. Vendor may, at its discretion, provide a standard web page that appears to belong to Client but is actually housed on Vendor's website.

7.3. Account Access, Creation and Termination

Client shall exercise control over all administrative account access, creation and termination, and shall be solely responsible for, creating or terminating accounts, and for allowing Citizens to open accounts, and for controlling account and password security. Third Party Vendors may restrict access to each Citizen account to users who enter the assigned account password, but otherwise Vendor shall not be responsible or liable for controlling access to or misuse of accounts.

7.4. Monitor and Store Data

Client shall verify account data accuracy on a regular basis, and assumes sole responsibility for maintaining data backup systems of systems located at the client site or managed and maintained but the client. Client shall immediately inform Vendor of any account data inconsistency, errors or corruption.

7.5. Release of Client or Citizen Records

Client shall assume responsibility for responding to and determining the validity of any requests or demands, whether from a court, a regulatory or other governmental agency, or the public, for the release of any Client or Citizen records or data in Vendor's control or possession. Vendor shall not release any such records or data to any party without written authorization by Client, unless compelled to do so by a court or agency of competent jurisdiction. In the event that Vendor needs to release client information to defend a claim against Vendor, Vendor shall inform Client of any such required disclosure prior to disclosure, and seek approval to release information.

7.6. Citizen Support

Client assumes sole responsibility for providing all support services to Citizens, and shall be the sole contact for all support requests from Citizens. Client shall not refer any Citizen to Vendor directly for support requests, but may communicate such requests to Vendor together with contact information for the requesting Citizen. Vendor may, in its discretion, respond directly to the Citizen or provide a response to Client, and may deem any such response support not covered by regular Maintenance and Support to be billed as an additional fee to Client at Vendor's normal hourly rates.

7.7. Credit Card Charge-backs

Client assumes liability for, and indemnifies Vendor and its agents, against any claims or charges by any bank or credit card company for charge-backs related to any Citizen payment via the Service, and any claims or charges by any bank or credit card company for online payment processing fees related to online payments to Client.

7.8. PCI and Red flag Compliance

As between Vendor and Client, Client shall be solely and exclusively responsible for ensuring that all transactions processed through Subscription Services comply fully with the Payment Card Industry ("PCI") Data Security Association Requirements and with the "red flag" requirements of the Fair and Accurate Credit Transactions Act ("FACTA"). Client will indemnify and hold Vendor harmless for any and all liabilities and damages the Vendor incurs as a result of Client's failure or alleged failure to comply with PCI or FACTA requirements.

7.9. Upgrades and Service Packs

Client understands and agrees that periodically Upgrades and Service Packs will be applied to the Products as deemed necessary by the Vendor and at the Vendor's sole discretion. Vendor will provide notification to Client in a timely manner prior to any Upgrades or Service Packs being applied.

8. TERM; DEFAULT; RENEWAL

8.1. Term

This Addendum is effective upon execution and shall continue for a term as set forth in the Order Form, (the "Initial Term"). This Addendum will automatically renew at the end of the Initial Term or any subsequent term for an additional term of

12 months. The Client must notify the vendor within 30 days of the end of a Term that they wish to terminate this Addendum.

8.2. Termination

Either party may terminate this Addendum upon delivering notice of termination provided that;

8.2.1. Client has fulfilled the Term of the Order form, and notice is delivered at least ninety(90) days prior to the following renewal year, or;

8.2.2. Any material breach of this Addendum by the other party has occurred and notice is provided including the following;

8.2.2.1. sets forth the grounds for termination, and;

8.2.2.2. gives the breaching party ninety (90) days to cure the breach, and;

8.2.2.3. Notwithstanding that a party gives notice of termination, such termination shall not be effective if the breach is cured prior to expiration of the ninety (90) day notice period, and the terminating party is notified of the cure within the notice period.

9. LIMITED WARRANTY

Vendor warrants that it has title to the Software Products and that it has full authority to grant access to Client. Vendor also warrants that, as to each Application, for a period of ninety (90) days from the date of Client's acceptance of the Application, the Application will function in Material conformity with the Specifications. Vendor makes no warranty regarding the usability or convertibility of any of Client's data, the suitability of the Software Products for Client's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Software Products, or combination of the Products with any other computer program or communications device. Additionally, each Software Product is subject to the stability and capability of the Client's existing operating system(s). VENDOR DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE PROPERLY WITH OTHER HARDWARE OR SOFTWARE. Determination of breach of the foregoing limited warranty or default under this Section shall be subject to the notice and cure provisions of Section 8 of the Master Agreement, and upon receipt of written notice of breach of warranty, Vendor shall be afforded a period of one hundred and twenty (120) days to cure the reported Material defect, failure or other breach. CLIENT AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND VENDOR 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 PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

10. OWNERSHIP; PROPRIETARY PROTECTION

Nothing in this Addendum, the Master Agreement, or any other Addenda provides Client with title to or ownership of any Software Product, but only a limited access to use the Products consistent with the limitations identified in this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to the Software Products and User Materials, all copies thereof, all derivative works, and all related material generated from the Software Products, with the exception of Client Data, but 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 Vendor or any other party, subject to the rights of Client expressly granted herein.

11. ELECTRONIC SIGNATURES

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.

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

Signature Section			
Vendor	Springbrook Software, Inc.	Client	City of Compton
Signed By (Print)	Tim Rocker	Signed By (Print)	
Date	9/17/14	Date	
Title	EVP Local Dept	Title	
Signature		Signature	
Additional Signatures			
Client	City of Compton	Client	City of Compton
Signature	DATE: 10/9/14 APPROVED AS TO FORM CITY ATTORNEY	Signature	
Signed by (Print)		Signed by (Print)	ALITA GODWIN D.
Title		Title	CITY CLERK
Date		Date	10-27-14

CITY OF COMPTON INCORPORATED CALIFORNIA 1888

Licensed Products and Services

Annual Maintenance Item	7/1/2014 to 6/30/2015	7/1/15 to 6/30/16	7/1/16 to 6/30/17	7/1/17 to 6/30/18	7/1/18 to 6/30/19
Compton Municipal Water					
Custom: Billing Engine-	$ 277.17	$ 291.03	$ 305.58	$ 320.86	$ 336.90
Custom: Past Due Statements-	$ 443.60	$ 465.78	$ 489.07	$ 513.52	$ 539.20
Custom: Billing Statement-	$ 388.17	$ 407.58	$ 427.96	$ 449.36	$ 471.82
Custom: IVR Import Add Fee-	$ 241.18	$ 253.24	$ 265.90	$ 279.20	$ 293.16
Postal Link/Certification - Maint	$ 2,289.58	$ 2,404.06	$ 2,524.26	$ 2,650.48	$ 2,783.00
Standard Meter Reading Interface - Maint	$ 609.24	$ 639.70	$ 671.69	$ 705.27	$ 740.54
Custom: CR > Reports > Client requests custom receipt listing by GL account 06.20.12-045	$ 648.27	$ 680.68	$ 714.72	$ 750.45	$ 787.98
Custom: UB>New Billing>Statements PDF Print need "Reference Number" attached to Standard Bill Statement 06.25.12-001	$ 324.14	$ 340.35	$ 357.36	$ 375.23	$ 393.99
SSI APP Server- 5 User-	$ 1,016.46	$ 1,067.28	$ 1,120.65	$ 1,176.68	$ 1,235.51
Custom: Statement of Account-	$ 295.69	$ 310.47	$ 326.00	$ 342.30	$ 359.41
Custom: Warrant Report-	$ 576.70	$ 605.54	$ 635.81	$ 667.60	$ 700.98
Custom: Refunds Report-	$ 221.87	$ 232.96	$ 244.61	$ 256.84	$ 269.68
Access Agents - Maint	$ 558.44	$ 586.36	$ 615.68	$ 646.46	$ 678.79
Utility Billing System - Maint	$ 20,788.03	$ 21,827.43	$ 22,918.80	$ 24,064.74	$ 25,267.98
Selectron Interface Maintenance-	$ 1,293.76	$ 1,358.45	$ 1,426.37	$ 1,497.69	$ 1,572.57
UB - meters added-	$ 656.34	$ 689.16	$ 723.61	$ 759.80	$ 797.79
UB Enhancement Maintenance-	$ 221.87	$ 232.96	$ 244.61	$ 256.84	$ 269.68
Reference Number Added to Past Due Statement #2 - Maintenance	$ 108.05	$ 113.45	$ 119.13	$ 125.08	$ 131.34
Custom Statements - Reference Number on Shut Off Instead of Account Number (WO #03.05.13-022) -	$ 102.90	$ 108.05	$ 113.45	$ 119.12	$ 125.08
Custom UB - Customize Past Due Statement 2 (WO #03.07.14-009) - Maintenance	$ 98.00	$ 102.90	$ 108.05	$ 113.45	$ 119.12
Total Compton Municipal	$ 31,159.46	$ 32,717.43	$ 34,353.30	$ 36,070.97	$ 37,874.52

Client currently has license to the listed modules and custom programming items, and this Order Form is only to clarify the ongoing Maintenance fees. The term for these Licensed products shall commence upon signing, and shall be valid through 6/30/19. Maintenance payments are due on July 1st annually. The initial payment for maintenance services from 7/1/14- 6/30/14 shall be due immediately upon signing.

1 SUPPLEMENTS, ADDITIONS AND AMENDMENTS TO THE MASTER AGREEMENT

9.2 "TERMINATION" SHALL BE AMENDED TO READ:

Vendor may terminate this Agreement and any applicable addenda if Client fails to pay any portion of the Fees when due within thirty (30) days after receiving written notice from Vendor that payment is past due.

Client may terminate this agreement and any applicable addenda for convenience with 30 days written notice and shall be eligible for prorated amount of payment on the annual services, up to 6 months from annual renewal.

2 SUPPLEMENTS, ADDITIONS AND AMENDMENTS TO THE SOFTWARE MAINTENANCE AGREEMENT

4.2 "MAINTENANCE FEES" SHALL BE AMENDED TO READ:

Annual Escalator shall be billed in accordance with this Order Form.

3 SUPPLEMENTS, ADDITIONS AND AMENDMENTS TO THE HOSTED AND SUBSCRIPTION SERVICES ADDENDUM

8.1. TERM

This Addendum is effective upon execution and shall continue for a term as set forth in the Online-bills.com Order Form (the "Initial Term").

8.2 "TERMINATION" SHALL BE AMENDED TO READ:

As it relates to hosted products, after the initial minimum one year term Client may terminate this agreement and any applicable addenda for convenience with 30 days written notice.

This Order Form shows applications Client has purchased and the annual subscription fees amount charged for each. By signing the Order Form, Client is agreeing to operate 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.

Signature Section			
Vendor	Springbrook Software, Inc.	Client	City of Compton
Signed By (Print)	Tim Reeves	Signed By (Print)	
Date	9/17/14	Date	
Title	EVP Corp Dev	Title	
Signature		Signature	
Additional Signatures			
Client	City of Compton	Client	City of Compton
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

DATE: 10/9/14
APPROVED AS TO FORM

Attest:
Date: 10-27-14
ALITA GODWIN, CITY CLERK

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

Springbrook

City of Compton

Compton, CA - Web Payments with Online-bills.com

8/14/2014

Presented By:
Sam Henry
Business Development Manager
sam.henry@sprbrk.com

Springbrook

Licensed Products and Services						
Line	Item	Type	Recurring	QTY	Sales Price	Total Price
1	**Web Payments with Online-Bills.com** Utility Billing Web Payments through Springbrook's solution, Online-bills.com. Active Accounts are charged $0.05 each per month (for a $0.60 charge per Active Account per year). Every transaction is subject to a $1 transaction fee. Third Party merchant processing fees apply. Please refer to Merchant Agreement for estimated fees.	Service Subscription;	☒	14500	$0.00	$0.00
				Grand Total		$0.00

Product Breakdown and Financial Roll-Up			
Product Family	Type	Total	Payment Terms
Recurring Costs			
License	Subscription	$0.00	100% due upon signing, annually thereafter
License	Maintenance	$0.00	100% due upon signing, annually thereafter
IT	Hosting	$0.00	100% due upon signing, annually thereafter
Service	Subscription	$0.00	100% due upon signing, annually thereafter
Non-Recurring Costs			
License	Premise	$0.00	100% due upon signing
License	Maintenance Deferred	$0.00	100% credited upon signing
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
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
License	Subscription Deferred	$0.00	100% credited upon signing

Go-Live Implementation

Finance

Payroll

Utility Billing

Community Development

Special Assessments

Items listed as Go-Live requirements will be implemented as part of Core System Acceptance and Go-Live. Core Modules included are listed specifically within the Product License and Professional Service line items above. Other functions included in the Product License but not listed as part of the Core System in the Professional Service levels require additional services to implement. Additional Services and functions will be implemented systematically following Core System Go-Live.

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 Vendor's 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 provide the software base application. The base for the Springbrook application includes System Setup, General Ledger Shell, Cash Receipts Shell, and Clearing House. The Springbrook base is included in all purchases.
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 whether 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 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.

Acceptance Period

Upon completion of the implementation of each Licensed Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;
(a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;
(a) 30 days has passed since the implementation ("Go-Live") of the Application without written notice of non-acceptance;
(b) Client is using the Licensed Software Product at issue for its intended purpose; or
(c) One calendar year has passed since the Effective Date. Client agrees to grant Vendor access to any system where Licensed Software Products are installed to audit Client's use of the Licensed Software Products and compliance with this Addendum.

Core Modules Statement of Work

The Core Modules Statement of Work shall mean the statement of work that outlines the work necessary to implement the core functionality of the client requested modules.
Acceptance of Core Modules of Statement of work shall be deemed complete for billing purposes unless Client has provided written notice of non-acceptance

Additional Information

within 15 days of receipt of the Core Modules Statement of Work.

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 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.

Terms	
Contract Term	60 Months
Special Terms	Client may terminate after 12 months according to section 8.2 of the Hosted And Subscription Services Addendum.

*Total Project Costs do not include travel, maintenance or subscription fees.

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.

Accounting Payable Contact Information			
First Name:		Last Name:	
Title:			
Email Address:			
Phone Number:			

Signature Section			
Vendor	Springbrook Software	Client	City of Compton
Signed By		Signed By	
Date	9/17/14	Date	
Title	EVP Corp Dev	Title	
Name (Print)	Tim Rosener	Name (Print)	

Additional Signatures (Optional)			
Client	City of Compton	Client	City of Compton
Signed By	DATE: 10/9/14 APPROVED AS TO FORM CITY ATTORNEY	Signed By	Attest: Date: 10-27-14 MAY A. D. ALITA GODWIN, CITY CLERK

Name (Print)		Name (Print)	
Title		Title	
Date		Date	

RESOLUTION NO. 24,022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER AGREEMENT AND VARIOUS ADDENDUM AGREEMENTS WITH AND ISSUE A PURCHASE ORDER TO SPRINGBROOK SOFTWARE, INC. IN THE AMOUNT OF $42,000.00 FOR PROVIDING ANNUAL MAINTENANCE AND TECHNICAL SUPPORT OF THE UTILITY BILLING SOFTWARE SYSTEM FOR FISCAL YEAR 2014-15

WHEREAS, the Water Utility Division of the Department of Public Works/ Municipal Utilities utilizes the licensed software of Springbrook Software, Inc. for the Division's utility computer billing system; and

WHEREAS, continued use of the licensed software requires that the City renew its licensing agreements with Springbrook Software, Inc.; and

WHEREAS, the sustained effectiveness of the computer billing system requires annual software maintenance, technical support and upgrades; and

WHEREAS, the cost of changing the software programs used by the Division is cost prohibitive at this time, thus renewal of the agreements with Springbrook Software, Inc. for use of their licensed software, annual maintenance and support is in the best interest of the City; and

WHEREAS, staff recommends entering into a multi-year maintenance agreement with Springbrook Software, Inc., which will provide stability for the system and establish guaranteed prices for the life of the agreement, resulting in a savings to the City:

Fiscal Year	Amount
2014-2015	$31,159.46
2015-2016	32,717.43
2016-2017	34,353.30
2017-2018	36,070.97
2018-2019	37,874.52

WHEREAS, the Division plans to request Springbrook Software, Inc. provide custom reports and services that are not covered under the standard maintenance agreement that are anticipated to not to exceed $10,000 annually; and

WHEREAS, funds for the services to be provided are available in Public Works/Municipal Utilities (Water Utility Division) 2014-2015 Fiscal Year budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager is hereby authorized to enter into a Master Client Agreement, Software License Addendum Agreement, Software Maintenance Addendum Agreement, Hosted and Software Services Addendum Agreement and On-Line Bill Pay Agreement with Springbrook Software, Inc. for the use of their licensed software by the City for the utility billing computer system, and for the continued provision of annual maintenance, technical support and upgrades for a 5-year term (Fiscal Years 2014-2015 through 2018-2019).

SECTION 2. That funds for the Fiscal Year 2014-2015 annual maintenance payment is available in the Water Utility Division's Fiscal Year 2014-2015 budget in Account No. 5000-890-000-4222 (Computer Software).

SECTION 3. That a purchase order is hereby authorized to be issued to Springbrook Software, Inc. in the amount $42,000.00 (Forty-two Thousand Dollars and Zero Cents) for services to be provided in Fiscal Year 2014-2015.

SECTION 4. That funding for payment of services to be rendered for the remaining term of the agreements shall be appropriated in future City budgets.

SECTION 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Water Utility Division of the Public Works/Municipal Utilities Department.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 7th day of October, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the 7th day of October, 2014.

That said Resolution was adopted by the following vote to wit:

AYES:	**COUNCIL MEMBERS-**	Zurita, Arceneaux, Jones, Brown
NOES:	**COUNCIL MEMBERS-**	None
ABSENT:	**COUNCIL MEMBERS-**	Galvan
ABSTAIN:	**COUNCIL MEMBERS-**	None

CITY CLERK OF THE CITY OF COMPTON

DocuSign Envelope ID: 75BF3CC9-6DA9-4D7E-8AAD-E7E7DA93ECED

Order Form: Q-00957-1
Date: 4/19/2022, 4:35 PM
Expires On: 7/31/2022

Phone: (866) 777-0069
Email: info@sprbrk.com

Ship To:
Don Nguyen
Compton Municipal Water Dept - Compton, CA
205 S. Willowbrook Ave.
Compton, California 90220
United States
dnguyen@comptoncity.org

Bill To:
Don Nguyen
Compton Municipal Water Dept - Compton, CA
205 S Willowbrook Ave
Compton, California 90220
United States
dnguyen@comptoncity.org

Account Manager	E-mail	Phone Number	Payment Terms
Bea Williams	bea.williams@sprbrk.com	(503) 820-6272	Net 30

Annual Product Pricing

PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Finance Suite Maintenance	USD 825.77	1	0.000	USD 825.77
Finance Integration Maintenance	USD 2,353.84	1	0.000	USD 2,353.84
Utility Billing Exchange Maintenance	USD 487.31	1	0.000	USD 487.31
Postal Link/Certification Maintenance	USD 3,382.47	1	0.000	USD 3,382.47
Utility Billing Maintenance	USD 38,347.16	1	0.000	USD 38,347.16
			Annual Product Pricing Total:	USD 45,396.55

Grand Total: USD 45,396.55
* excludes applicable sales tax

Order Details

Customer Name:	Compton Municipal Water Dept - Compton, CA
Customer Contact:	Don Nguyen
Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.com/v/sprbrk-saas-terms MLA: https://sprbrk.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms
Term(s):	3 Years

Order Terms

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

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, 1 year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than five percent (5%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

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

Invoice Timing and Delivery

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

Items Ordered	Invoice Timing
Estimated Professional Services:	Monthly, in arrears for services in the prior month* unless specified in Special Terms.
Fixed Fee Professional Services:	The effective date of this Order Form unless specified in Special Terms.
Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Software Licenses and Hardware:	Upon the effective date of this Order Form.
Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon commencement.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.

*Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed $5,000 of this estimate, a signed change order will be required to continue work – changes under $5,000 will continue to be delivered and billed accordingly.

Special Order Terms:

Special Order Terms (if any):	Term: 7/1/2022-6/30/2025 Do not invoice prior to July 1

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

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

Springbrook Holding Company, LLC	**Compton Municipal Water Dept - Compton, CA**
Signature: DocuSigned by: John Perreault 7EDFD5405495420...	Signature:
Name (Print): John Perreault	Name (Print):
Title: CRO	Title:
Date: 4/19/2022	Date:

THANK YOU FOR YOUR BUSINESS!

INVOICE

Invoice #	INV-009901
Invoice Date	07/14/2022
Invoice Date Due	08/13/2022
Payment Terms	Net 30
PO No.	

Bill To:

Don Nguyen
Compton Municipal Water Dept - Compton, CA
205 S Willowbrook Ave
Compton California 90220

Ship To:

Don Nguyen
Compton Municipal Water Dept - Compton, CA
205 S. Willowbrook Ave.
Compton California 90220

Description	Term Start Date	Term End Date	Qty.	Ext. Price
Finance Suite Maintenance	07/01/2022	06/30/2023	1	$825.77
Finance Integration Maintenance	07/01/2022	06/30/2023	1	$2,353.84
Utility Billing Maintenance	07/01/2022	06/30/2023	1	$38,347.16
Postal Link/Certification Maintenance	07/01/2022	06/30/2023	1	$3,382.47
Utility Billing Exchange Maintenance	07/01/2022	06/30/2023	1	$487.31

SUBTOTAL	$45,396.55
TAX	$0.00
TOTAL	$45,396.55

Please direct inquiries to:
Accounts Receivable at (503) 820-2213
Send an email to: accountsreceivable@sprbrk.com

Lockbox Payments:
Springbrook Holding Company LLC
PO Box 200566
Dallas, TX 75320-0566

ACH/Wiring Instructions:
Wells Fargo
For credit to: Springbrook Holding Company LLC
Account: 4898138342
ABA: 121000248

SPRINGBROOK SOFTWARE, INC.
HOSTED AND SUBSCRIPTION SERVICES ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Subscription Services purchased by City of Compton ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement (the "Master Agreement") entered into by Vendor and Client and any applicable Order Form or Statement of Work. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

1. **DEFINITIONS.** Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Citizens" means citizens, consumers, and others designated by the Client to access or use any Products or Services where such access or use is facilitated, directly or indirectly, by Subscription Services.

"Client Data" means any and all data and information of any kind or nature submitted to Vendor by Client, or received by Vendor on behalf of Client, other than publicly available information.

"Subscription Services" means any Products or Services purchased by Client from Vendor that are provided by or through a Third Party Vendor, as indicated on an Order Form. Subscription Services may include ERP Offerings, Online Payment Services, IVR service, and third party hosting of computer hardware, software, or networking elements.

"Online Payment Services" means the services described in Section 2.1.

"Third Party Vendors" mean vendors chosen by Vendor, in its reasonable discretion (or by Client, as provided in this Addendum), to provide the Subscription Services.

"**Application**" means a Software Product module as set forth on the appropriate Order Form.

"**Custom**" means any modification, enhancement or addition to the Software Products developed by or for Vendor for Client's use or at Client's Request.

"**Enhancement**" has the meaning assigned in the Software Maintenance Addendum. Vendor reserves the right to charge for Enhancements.

"**Material**" as applied to changes to Software Products or an Application, shall mean a significant or substantial alteration or effect on the function or Output thereof, and "cure" as applied to a Material failure shall mean the provision of functional equivalent functions or means.

"**Specifications**" mean the written (both hard copy and electronic text files) description of the functions, capacity and features of the Software Products delivered by Vendor to Client to the extent specifically incorporated in an Order Form or Statement of Work. Vendor reserves the right to update, change or retire the Specifications, in whole or in part.

"**User Materials**" means all written and electronic Documentation, provided by Vendor to Client for use in connection with the Software Products.

"**User**" means specified Client employee or agent covered under the Order Form.

2. **SCOPE OF AGREEMENT**

2.1 Grant of Access

Vendor hereby grants Client a limited, non-exclusive, non-transferrable access to specified Users to use Software Products (in machine-readable, object code form only) and User Materials provided to Client pursuant to an Order Form or Statement of Work, during the term described in Section 2.3 subject to the terms and conditions of this Addendum and the Master Agreement, all for Client's ordinary, internal business purposes only, including, without limitation, the rights to;

2.1.1. support Client's use of the Software Products under this Addendum;

2.1.2. Access Software Products by Users that Client specifies for purposes of serving Client's internal business needs;

2.2. Access Restrictions

Client may only use the Software Products and User Materials within the limited scope set forth herein. In particular, and without limitation, Client agrees that Client and Client's employees will not;

2.2.1 assign, sublicense, transfer, pledge, grant a security interest in, lease, rent or share the Software Products or Client's rights under this Agreement with or to any third party without prior written authorization from Vendor;

2.2.2 reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Software Products;

2.2.3 refer to or use any portion of the Software Products or User Materials as part of any effort to develop any other Software Products program; or

2.2.4 modify the Software Products in any way other than that supported through configuration options available to the Client from Vendor.

2.3 Conditions of Access

The term of access granted to Client pursuant to this Addendum begins on the Effective Date and will continue as long as;

2.3.1 Client is current on Software Products fees specified in Order Form; and

2.3.2 Client is in compliance with the terms and conditions of this Addendum, the Master Agreement, all Addenda and appropriate Order Forms or Statements of Work.

Vendor reserves the right to revoke licenses for failure to meet any conditions of the Master Agreement or any applicable Addenda.

3. ONLINE PAYMENT SERVICES.

3.1. Online Payment Services allow Citizens to make payments and perform certain other functions via a website, telephone or webpage hosted and maintained by Vendor and/or a Third Party Vendor that is accessible by hotlink from Client's own website, as set forth in the appropriate Order Form. Client agrees to use only Third Party Vendors that are subject to a written agreement between the Client and the Third Party Vendor for merchant banking services. For purposes of credit card and similar transactions, Client shall act as merchant, and Client shall be solely responsible for maintaining its merchant relationship with its approved Third Party Vendor, and for all payments related to that merchant relationship. Client agrees to only use merchant services Third Party Vendors approved by Vendor.

3.2. Operation of the Online Payment Services requires installation and maintenance of Software Products on servers maintained by Client on Client's premises. The Software Product needed to operate Online Payment Services is limited to the most current released version of the Vendor's payment Application, and includes any updates to that Application made available by Vendor. The payment Application does not include new software Applications, substantially new versions of any software Application, or Services necessary to implement new Applications or versions of the Applications. Client agrees that Vendor may designate any software Application released by Vendor after the executed Addendum as a new version or a new Application, and additional fees may be required for any such new version or Application.

4. ACCEPTANCE PERIOD

Upon completion of the implementation of each Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;

(a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;

(b) 30 days has passed since the implementation of the Application without written notice of non-acceptance;

(c) Client is using the Software Product at issue for its intended purpose.

5. CLIENT RESPONSIBILITIES

Client assumes all responsibility for the selection of, use of, and results obtained from the Software Products. Client agrees to and is solely responsible for implementing the appropriate internal controls to ensure the accuracy of and appropriate use of any Software Products. All warranties, express or implied, extend solely to Client and not to any third parties.

6. OTHER SUBSCRIPTION SERVICES

6.1. General

Vendor may, in its sole discretion, select Third Party Vendors to provide the Subscription Services, including IVR and third party hosting services. Client acknowledges and agrees that Vendor's rights, obligations, and liabilities to Third Party Vendors in connection with Subscription Services are governed by agreements negotiated with the Third Party Vendors in Vendor's sole discretion. These agreements are available to Client upon reasonable request from Vendor. Client agrees that its rights, obligations, and liabilities to Vendor with respect to Subscription Services shall be limited by these agreements. In no event will Client's rights with respect to Subscription Services exceed the rights available to Vendor under these agreements and in no event will Client's obligations or liabilities to Vendor in connection with the Subscription Services be less or more limited than Vendor's obligations and liabilities to the Third Party Vendors under these agreements. Without limitation, Client agrees to indemnify and hold Vendor harmless from any and all liability and expenses Vendor incurs as a result of Subscription Services provided to Client pursuant to this Addendum, including any indemnity obligation Vendor may have to a Third Party Vendor. Vendor may increase Subscription Service Fees by up to 5%/year with 30 days written notice.

6.2. Configuration

Client shall be solely responsible for (a) properly configuring, developing, programming, hosting and operating its hardware, software, web sites, content and all applications, and their respective telephone and Internet connections, to allow access to and use of the Subscription Services in accordance with the documentation provided by Vendor or any Third Party Vendor and all applicable protocols and requirements of the platforms used to provide Subscription Services and (b) providing any connections necessary to communicate with a Third Party Vendor's platform.

6.3. Unauthorized Use

Client will be responsible for, and shall pay any applicable fees associated with; any unauthorized use of the Subscription Services, telephone numbers assigned to Client, and Client's account. In the event Client becomes aware of such unauthorized use, Client shall promptly notify Vendor and the relevant Third Party Vendor.

6.4. Support for Subscription Services

Vendor's support obligations to Client in connection with Subscription Services, if any, shall be limited to providing support available from the Third Party Vendors. Client shall otherwise be responsible for providing all support services to its end users with regard to the Subscription Services.

6.5. Network Traffic

Client acknowledges that, as a result of using Subscription Services, Client content and data will pass through hosted servers that may not be segregated or in a separate physical location from servers on which the content of other third parties is or will be transmitted or stored.

6.6. Content

Client is and shall be solely responsible for the creation, editorial content, control, and all other aspects of the content passing through third party servers as a result of the Subscription Services. Client represents and warrants that

Client has obtained (or will obtain, prior to transmission) all authorizations and permissions required to use and transmit such content.

6.7. No Harmful Code

Client represents and warrants that no content shall be knowingly transmitted by Client or end users through the Subscription Services that contains any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door (collectively, "Harmful Code").

6.8. Client Data

Client shall remain the sole and exclusive owner of all Client Data. As such, Client Data shall be subject to regulation and examination by the appropriate auditors and regulatory agencies to the same extent as if such information were on Client's premises.

7. CLIENT RESPONSIBILITIES.

Client acknowledges that operation of the Subscription Services requires Client's effort and cooperation, and that in addition to its other obligations under this Addendum, Client assumes the following responsibilities:

7.1. Set-Up, Training.

Client shall use its best efforts to facilitate and participate in Third Party Vendor's service set-up activities, and will afford Vendor and Third Party Vendors reasonable access to information, equipment and facilities upon request. Client shall require all of Client's personnel who use the Subscription Services to complete any training prescribed by Vendor or Third Party Vendor at the time of implementation. Subsequent training of new personnel after implementation is not included in this Addendum.

7.2. Equipment Maintenance

Client shall maintain hardware and software, including non-Vendor hardware or software, at Client's site as recommended by Vendor for operation and use of the Subscription Services. Client, at its expense, shall also maintain its own website, which shall feature a hotlink icon by which Citizens can access the Subscription Services, to the extent necessary for the operation and use of the Subscription Services. Vendor may, at its discretion, provide a standard web page that appears to belong to Client but is actually housed on Vendor's website.

7.3. Account Access, Creation and Termination

Client shall exercise control over all administrative account access, creation and termination, and shall be solely responsible for, creating or terminating accounts, and for allowing Citizens to open accounts, and for controlling account and password security. Third Party Vendors may restrict access to each Citizen account to users who enter the assigned account password, but otherwise Vendor shall not be responsible or liable for controlling access to or misuse of accounts.

7.4. Monitor and Store Data

Client shall verify account data accuracy on a regular basis, and assumes sole responsibility for maintaining data backup systems of systems located at the client site or managed and maintained but the client. Client shall immediately inform Vendor of any account data inconsistency, errors or corruption.

7.5. Release of Client or Citizen Records

Client shall assume responsibility for responding to and determining the validity of any requests or demands, whether from a court, a regulatory or other governmental agency, or the public, for the release of any Client or Citizen records or data in Vendor's control or possession. Vendor shall not release any such records or data to any party without written authorization by Client, unless compelled to do so by a court or agency of competent jurisdiction. In the event that Vendor needs to release client information to defend a claim against Vendor, Vendor shall inform Client of any such required disclosure prior to disclosure, and seek approval to release information.

7.6. Citizen Support

Client assumes sole responsibility for providing all support services to Citizens, and shall be the sole contact for all support requests from Citizens. Client shall not refer any Citizen to Vendor directly for support requests, but may communicate such requests to Vendor together with contact information for the requesting Citizen. Vendor may, in its discretion, respond directly to the Citizen or provide a response to Client, and may deem any such response support not covered by regular Maintenance and Support to be billed as an additional fee to Client at Vendor's normal hourly rates.

7.7. Credit Card Charge-backs

Client assumes liability for, and indemnifies Vendor and its agents, against any claims or charges by any bank or credit card company for charge-backs related to any Citizen payment via the Service, and any claims or charges by any bank or credit card company for online payment processing fees related to online payments to Client.

7.8. PCI and Red flag Compliance

As between Vendor and Client, Client shall be solely and exclusively responsible for ensuring that all transactions processed through Subscription Services comply fully with the Payment Card Industry ("PCI") Data Security Association Requirements and with the "red flag" requirements of the Fair and Accurate Credit Transactions Act ("FACTA"). Client will indemnify and hold Vendor harmless for any and all liabilities and damages the Vendor incurs as a result of Client's failure or alleged failure to comply with PCI or FACTA requirements.

7.9. Upgrades and Service Packs

Client understands and agrees that periodically Upgrades and Service Packs will be applied to the Products as deemed necessary by the Vendor and at the Vendor's sole discretion. Vendor will provide notification to Client in a timely manner prior to any Upgrades or Service Packs being applied.

8. TERM; DEFAULT; RENEWAL

8.1. Term

This Addendum is effective upon execution and shall continue for a term as set forth in the Order Form, (the "Initial Term"). This Addendum will automatically renew at the end of the Initial Term or any subsequent term for an additional term of

12 months. The Client must notify the vendor within 30 days of the end of a Term that they wish to terminate this Addendum.

8.2. Termination

Either party may terminate this Addendum upon delivering notice of termination provided that;

8.2.1. Client has fulfilled the Term of the Order form, and notice is delivered at least ninety(90) days prior to the following renewal year, or;

8.2.2. Any material breach of this Addendum by the other party has occurred and notice is provided including the following;

8.2.2.1. sets forth the grounds for termination, and;

8.2.2.2. gives the breaching party ninety (90) days to cure the breach, and;

8.2.2.3. Notwithstanding that a party gives notice of termination, such termination shall not be effective if the breach is cured prior to expiration of the ninety (90) day notice period, and the terminating party is notified of the cure within the notice period.

9. LIMITED WARRANTY

Vendor warrants that it has title to the Software Products and that it has full authority to grant access to Client. Vendor also warrants that, as to each Application, for a period of ninety (90) days from the date of Client's acceptance of the Application, the Application will function in Material conformity with the Specifications. Vendor makes no warranty regarding the usability or convertibility of any of Client's data, the suitability of the Software Products for Client's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Software Products, or combination of the Products with any other computer program or communications device. Additionally, each Software Product is subject to the stability and capability of the Client's existing operating system(s). VENDOR DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE PROPERLY WITH OTHER HARDWARE OR SOFTWARE. Determination of breach of the foregoing limited warranty or default under this Section shall be subject to the notice and cure provisions of Section 8 of the Master Agreement, and upon receipt of written notice of breach of warranty, Vendor shall be afforded a period of one hundred and twenty (120) days to cure the reported Material defect, failure or other breach. CLIENT AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND VENDOR 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 PRODUCTS WILL BE UNITERRUPTED OR ERROR-FREE.

10. OWNERSHIP; PROPRIETARY PROTECTION

Nothing in this Addendum, the Master Agreement, or any other Addenda provides Client with title to or ownership of any Software Product, but only a limited access to use the Products consistent with the limitations identified in this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to the Software Products and User Materials, all copies thereof, all derivative works, and all related material generated from the Software Products, with the exception of Client Data, but 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 Vendor or any other party, subject to the rights of Client expressly granted herein.

11. ELECTRONIC SIGNATURES

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.

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

Signature Section			
Vendor	Springbrook Software, Inc.	Client	City of Compton
Signed By (Print)	Tim Roesler	Signed By (Print)	
Date	9/17/14	Date	
Title	EVP Local Gov	Title	
Signature		Signature	
Additional Signatures			
Client	City of Compton	Client	City of Compton
Signature	DATE: 10/9/14 APPROVED AS TO FORM CITY ATTORNEY	Signature	for MAY A. D.
Signed by (Print)		Signed by (Print)	ALITA GODWIN
Title		Title	CITY CLERK
Date		Date	10-21-14

CITY OF COMPTON INCORPORATED 1888 CALIFORNIA

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Order Form: Q-03540-1
Date: 7/26/2022, 8:47 AM
Expires On: 10/24/2022

Phone: (866) 777-0069
Email: info@sprbrk.com

Ship To:
Brandon Mims
Compton Municipal Water Dept - Compton, CA
205 S. Willowbrook Ave.
Compton, California 90220
United States
bmims@comptoncity.org

Bill To:
Don Nguyen
Compton Municipal Water Dept - Compton, CA
205 S Willowbrook Ave
Compton, California 90220
United States
dnguyen@comptoncity.org

Account Manager	E-mail	Phone Number	Payment Terms
Bea Williams	bea.williams@sprbrk.com	(503) 820-6272	Net 30

CivicPay Pricing

PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
CivicPay Voice IVR Subscription	CivicPay IVR Subscription	USD 6,160.00	1	9.091	USD 5,600.00
				CivicPay Pricing Total:	USD 5,600.00

Transaction Fees

PRODUCT	RATE	QTY	NET PRICE
CivicPay IVR Transaction Fee	USD 1.00	1	TBD based on number of transactions
		Transaction Fees Total:	USD 0.00

Grand Total: USD 5,600.00
* excludes applicable sales tax

Order Details

Customer Name:	Compton Municipal Water Dept - Compton, CA
Customer Contact:	Brandon Mims
Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.app.box.com/v/sprbrk-saas-terms MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms
Term(s):	3 Years
Utility Accounts Contracted for CivicPay and Mobile Work Orders:	14,000

Order Terms

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

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support (“Recurring Services”) continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than zero percent (0%) of the prior year’s Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

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

Invoice Timing and Delivery

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

Products Ordered	Invoice Timing
*Estimated Professional Services:	Monthly, in arrears for services in the prior month unless specified in Special Terms.
Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.
Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware:	Upon the Effective Date of this Order Form.
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.

* Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed $5,000 of this estimate, a signed change order will be required to continue work. Changes under $5,000 will continue to be delivered and billed accordingly.

Special Order Terms

Special Order Terms (if any):

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

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

Springbrook Holding Company, LLC	**Compton Municipal Water Dept - Compton, CA**
Signature: DocuSigned by: John Perreault 7EDFD540549E429...	Signature: DocuSigned by: Brandon Mims 76C30DD2BCBC48F...
Name (Print): John Perreault	Name (Print): Brandon Mims
Title: CRO	Title: City Treasurer
Date: 9/8/2022	Date: 9/7/2022

Purchase Order # (if required)_____

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Selectron Terms and Conditions

The following terms and conditions apply to your use of Selectron Technologies, Inc.'s software and documentation (the "Software").

1. Grant of License; Reservation of Rights.
Subject to the terms and conditions of this Agreement, you are granted a non-exclusive, non-sublicensable, non-transferable and non-assignable, and limited license to use the Software solely for your internal business use and solely during the term of the agreement. Except as expressly set forth in this Section 1, no other right or license is granted to you with respect to the Software.

2. Other Rights and Limitations.
2.1 Modifications, Updates, and Upgrades. The Software may, at any time, be replaced, modified, altered, improved, or otherwise changed. Any changes to or upgraded versions of the Software shall be considered "Software" under this agreement and subject to all terms and conditions of this agreement.

2.2 No Transfer of Software. You may not rent, lease, distribute, sell, assign, pledge, sublicense, loan, timeshare, otherwise transfer, or otherwise use the Software for the commercial or other benefit of third parties.

2.3 Limitation on Reverse Engineering, Decompilation, and Disassembly. You may not, and may not permit any employee or third party to, reverse engineer, decompile, translate, or disassemble the Software, or otherwise determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Software, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

2.4 Other Use Restrictions. You may not use the Software for any purpose other than as set forth in this agreement. You agree to comply with all applicable laws, rules, and regulations in its use of the Software. You may not, and may not permit is employees or any third party to (i) modify, translate, or create derivative works based on or derived from the Software; (ii) reproduce or distribute the Software to any third party; (iii) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Software; (iv) alter or tamper with the Software in any way, or attempt to defeat any security measures to protect the confidentiality and proprietary nature of the Software; (v) perform, or release the results of, benchmark tests or other comparisons of the Software with other software, media, or materials; (vi) permit the Software to be used for or in connection with processing data or other information on behalf of any third party; (vii) incorporate the Software or any portion thereof into any other materials, products, or services; or (viii) use the Software in any manner that could damage, disable, overburden or impair servers or networks, or interfere with any other party's use of the Software.

3. Copyright. The Software is licensed, not sold. You acknowledge and agree that Selectron Technologies, Inc. or its suppliers own title to the Software and all present and future copyrights, trade secret rights, patent rights, trademark rights, and all other intellectual property and proprietary rights in and to the Software (including without limitation, all source and object code, algorithms, techniques, methods, images, "applets," photographs, animations, video, audio, music, text, and other content comprising and/or incorporated into the Software), and all updates and upgrades to and versions and derivative works of the foregoing. You may not copy or transfer the Software.

4. General Terms and Conditions.
4.1 Password; Account Activities. As part of the account setup process, you will be provided with and/or create a login username and password. You may change your username and/or password at any time. You must maintain the confidentiality and security of your username and password and other account credentials, and you are solely responsible for all activity that occurs in the Software under your username and password. Selectron Technologies, Inc. will not be liable for any loss, damage, or liability that you may incur as a result of someone else using your username and password, either with or without your knowledge. You may be held liable for losses, damages, or liabilities due to someone else using your username and password, either with or without Your knowledge.

4.2 Data Storage. Selectron Technologies, Inc. shall have no obligation to provide you with any data associated with your account or any output or results you retrieve through use of the Software, or to provide you access to your account, once this agreement is terminated. Selectron Technologies, Inc. shall not be responsible or liable to you or any third party for data, output, and/or results that are deleted upon termination of the agreement and your rights to use the Software.

4.3 Audit Rights. Selectron Technologies, Inc. shall have the right, at any time and with any frequency in its discretion, to audit your usage of the Software to determine your compliance with the terms of the agreement.

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4.4 Maintenance and Support Services. You acknowledge and agree that Selectron Technologies, Inc. has no obligation to furnish any maintenance or support services with respect to the Software.

5. Export Restrictions. The Software is subject to the export control laws of the United States and other countries. You may not export or re-export the Software. You must otherwise comply with, and contractually require that all of your employees comply with, all applicable export control laws and regulations in the use of the Software. The Software may not be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. You shall defend, indemnify and hold Selectron Technologies, Inc. and all of its successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of your violation of such export control laws. You further agree to comply with the United States Foreign Corrupt Practices Act, as amended.

6. Warranty Disclaimer. SELECTRON TECHNOLOGIES, INC., TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY) FOR THE SOFTWARE, ANY DOCUMENTATION ASSOCIATED WITH THE SOFTWARE, AND ANY OUTPUT OR RESULTS RETRIEVED BY YOU THROUGH USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS, CAPACITY, THAT THE SOFTWARE WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT ERRORS OR DEFECTS IN THE OPERATION OF THE SOFTWARE WILL BE CORRECTED, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. YOU ACKNOWLEDGE THAT YOU HAVE RELIED ON NO WARRANTIES IN ENTERING INTO THIS AGREEMENT. SELECTRON TECHNOLOGIES, INC. PROVIDES THE SOFTWARE "AS IS" AND "AS AVAILABLE," AND DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. SELECTRON TECHNOLOGIES, INC. FURTHER DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY LOSS OR CORRUPTION OF DATA OR ANY OUTPUT OR RESULTS RETRIEVED BY YOU THROUGH USE OF THE SOFTWARE. SELECTRON TECHNOLOGIES, INC. MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, OR AVAILABLE OF THE SOFTWARE FOR ANY PURPOSE. No reseller, employee, agent, dealer, or distributor of Selectron Technologies, Inc. is authorized to modify this limited warranty, or make any additional warranties, whether orally, in writing, or otherwise. This Section 6 shall be enforceable to the fullest extent permitted by applicable law.

7. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SELECTRON TECHNOLOGIES, INC. BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SOFTWARE, RELATED DOCUMENTATION, OR ANY OUTPUT OR RESULTS RETRIEVED BY YOU THROUGH USE OF THE SOFTWARE. IN ANY CASE, SELECTRON TECHNOLOGIES, INC. TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH YOUR USE OF THE SOFTWARE, RELATED DOCUMENTATION, AND ANY OUTPUT OR RESULTS RETRIEVED BY YOU THROUGH USE OF THE SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID BY YOU TO USE OF THE SOFTWARE IN THE ONE- (1-) MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE CLAIM. YOU ACKNOWLEDGE THAT SUCH FEE REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT SELECTRON TECHNOLOGIES, INC. WOULD NOT ALLOW USE OF THE SOFTWARE WITHOUT THESE LIMITATIONS ON ITS LIABILITY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. This Section 7 shall be enforceable to the fullest extent permitted by applicable law.

8. Network Security Disclaimer

8.1 Internet Security.

The Software may have the ability to connect to the Internet and may be used to access and transfer information over the Internet. The Software is designed to operate within your secure network environment, and the Software does not provide any mechanism for security or privacy. Specifically, the Software relies fully on your security measures and implements no further security infrastructure. You are solely responsible for the security and integrity of information you transfer from the Software, if any. Selectron Technologies, Inc. makes no representations or warranties to you regarding (i) the security or privacy of your network environment, or (ii) any third-party technologies' or services' ability to meet your security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. You are solely responsible for ensuring a secure environment for information it transfers from the Software, if any. Further, you acknowledge and agree that Selectron Technologies, Inc. does not operate or control the Internet and that Selectron Technologies, Inc. shall have no responsibility or liability in connection with a breach of security or privacy regarding the Software or information contained therein that is caused by (i) viruses, worms, Trojan horses, or other undesirable data or software; (ii) unauthorized users, e.g., hackers; or (iii) any other third party or activity beyond Selectron Technologies, Inc.'s reasonable control.

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8.2 Outbound Services Disclaimer.
Outbound services are intended to create additional methods of communication to your employees who use the Software in support of existing processes. These services are not intended to replace all interaction with your employees or become critical path. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to, infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include, but are not limited to: Down phone lines, all lines busy, equipment failure, email address changes, Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. You acknowledge that you are aware of the potential hazards associated with relying on an automated outbound service feature, when using the Software, and you acknowledge and agree that you are giving up in advance any right to sue or make any claim against Selectron Technologies, Inc., and that you forever release Selectron Technologies, Inc. from any and all liability caused by: (a) Any failed call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; (ii) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the use of the Software; or (iii) if you, or your employees, suffer injury or damage due to the failure of outbound services to operate, even though you do not know what or how extensive those injuries or damages might be.

9. U.S. Government End Users.
9.1 The Software is a "commercial item", as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R 227.7202-1 through 227.7202-4, the Software is licensed to any U.S. Government end users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. The licensor of the Software is Selectron Technologies, Inc., 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223, USA. This Section 9.1, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

9.2 If you are a a governmental entity, all other state and local governments within your state may obtain a license from you to use the Software, under the same terms and conditions as set forth in this Agreement by entering into a software license agreement with the same terms and conditions. Please contact us with any interest in the foregoing.

10. Termination.
10.1 Automatic Termination. If you have entered into a separate written agreement and the use of the Software by you is incidental to or a part of that agreement, this agreement shall immediately and automatically terminate upon the date of expiration or early termination of such separate written agreement. Upon such termination, you agree to immediately cease all use of the Software and that your access to the Software may be disabled upon such termination.

10.2 Termination for Your Breach. If you breach a term or condition of this agreement and fails to cure such breach within sixty (60) days of being notified of the breach, this agreement will automatically terminate. Upon such termination, you agree to immediately cease all use of the Software and that your access to the Software may be disabled upon such termination.

10.3 Survival. All provisions that would be expected to survive termination of this agreement shall so survive such termination.

11. Indemnification. You agree to shall defend, indemnify and hold Selectron Technologies, Inc. and all of its successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of (i) any breach of this agreement by you; (ii) Your use of or conduct in connection with the Software or any output or result retrieved by You through use of the Software; (iii) any unauthorized use of your username and password, with or without your knowledge; (iv) any infringement or misappropriation of any third-party rights by you; or (v) your violation of or noncompliance with any applicable law, rule, or regulation. Selectron Technologies, Inc. will have the right to immediately assume sole responsibility and control over the defense of any lawsuit or proceeding, and you acknowledge and agree that Selectron Technologies, Inc.'s exercise of such responsibility and control shall not relieve you of your indemnity obligations in this agreement.

12. Additional Provisions.
12.1 The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement.

DocuSign Envelope ID: A624FED0-FB28-4F5E-812D-EB96B6DC0C59

12.2 If any provision of this agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 7 will remain in effect notwithstanding the unenforceability of any provision in Section 6.

12.3 Selectron Technologies, Inc. shall have the right to use your name as a customer reference and to use your trade name on Selectron Technologies, Inc.'s customer lists.

12.4 The Software and all related documentation and materials contain valuable trade secrets, copyrights, proprietary know-how, information, algorithms, techniques, methods, processes, and content (collectively for purposes of this Section 12.4, "Proprietary Information and Materials") that belong to Selectron Technologies, Inc. or its suppliers, and the Proprietary Information and Materials are being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE PROPRIETARY INFORMATION AND MATERIALS, OTHER THAN IN STRICT ACCORDANCE WITH THIS AGREEMENT, IS STRICTLY PROHIBITED AND IS ACTIONABLE AS A VIOLATION OF SELECTRON TECHNOLOGIES, INC.'S AND/OR ITS SUPPLIERS' TRADE SECRETS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS, AS WELL AS A MATERIAL BREACH OF THIS AGREEMENT.

12.5 In the event that you breach any material provision of this Agreement, you acknowledge and agree that there can be no adequate remedy at law to compensate Selectron Technologies, Inc. for such breach; that any such breach will allow you or third parties to compete unfairly with Selectron Technologies, Inc. resulting in irreparable harm to Selectron Technologies, Inc. that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Selectron Technologies, Inc. shall be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition to whatever remedies Selectron Technologies, Inc. may have at law, in equity, under this agreement, or otherwise.

12.6 You shall not transfer or delegate any or all rights or obligations under this agreement to any third party. Any attempt to assign or otherwise transfer this agreement and the license granted herein without permission shall be void.

12.7 All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.8 If you are agreeing to this Agreement in a representative capacity on behalf of an entity, you acknowledge and agree that you have authority to represent and bind such entity.

Order Form: Q-09260-1
Date: 12/5/2022, 11:42 AM
Expires On: 3/5/2023

Phone: (866) 777-0069
Email: info@sprbrk.com

Ship To:
Dominique Stewart
Compton Municipal Water Dept - Compton, CA
205 S. Willowbrook Ave
Compton, California 90220
dstewart@comptoncity.org

Bill To:
Brandon Mims
Compton Municipal Water Dept - Compton, CA
205 S Willowbrook Ave
Compton, California 90220
bmims@comptoncity.org

Account Manager	E-mail	Phone Number	Payment Terms
Bea Williams	bea.williams@sprbrk.com	(503) 820-6272	Net 30

CivicPay Pricing

PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
5K Outbound Message Block Subscription	CivicPay IVR message block 5K messages Subscription	USD 3,935.00	1	0.000	USD 3,935.00
				CivicPay Pricing Total:	USD 3,935.00

Grand Total: USD 3,935.00
* excludes applicable sales tax

Order Details

Customer Name:	Compton Municipal Water Dept - Compton, CA
Customer Contact:	Dominique Stewart
Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.app.box.com/v/sprbrk-saas-terms MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms
Term(s):	3 Years
Utility Accounts Contracted for CivicPay and Mobile Work Orders:	14,000

Order Terms

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

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support (“Recurring Services”) continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than five percent (5%) of the prior year’s Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

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

Invoice Timing and Delivery

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

Products Ordered	Invoice Timing
Estimated Professional Services, On-Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Terms.
Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware:	Upon the Effective Date of this Order Form.
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.

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

Special Order Terms

Special Order Terms (if any):

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

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

Springbrook Holding Company, LLC	**Compton Municipal Water Dept - Compton, CA**
Signature:_____	Signature:_____
Name (Print):_____	Name (Print):_____
Title:_____	Title:_____
Date:_____	Date:_____

Purchase Order # (if required)_____

February 07, 2023

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL STORM WATER PERMIT FEES ($35,333).**

SUMMARY

This Resolution authorizes the City Manager to issue a purchase order to the State Water Resources Control Board for the annual storm water permit fees in an amount not to exceed $35,333.

BACKGROUND

Storm water is defined by U.S. EPA as runoff generated when precipitation from rain and snow melt flow over land or impervious surfaces without percolating into the ground. Storm water is often considered a nuisance because it mobilizes pollutants such as motor oil and trash. In most cases, storm water flows directly to water bodies through sewer system, contributing to a major source of pollution to rivers, lakes, and the ocean.

The Municipal Storm Water Permitting Program regulates storm water discharges from municipal separate storm sewer systems (MS4) throughout California. The U.S. EPA defines an MS4 as a conveyance or system of conveyances including roads with drainage systems, municipal streets, catch basins, curb, gutters, ditches, man-made channels, or storm drains owned or operated by a public entity.

The Municipal Storm Water Program manages the Phase I Permit Program (serving municipalities over 100,000), the Phase II Permit Program (for municipalities less than 100,000), and the Statewide Storm Water Permit for the State of California Department of Transportation. The State Water Resources Control Board (State Water Board) and Regional Water Quality Control Boards (collectively, the Water Boards) implement and enforce the Municipal Storm Water Program.

The Los Angeles Water Board regulates discharges from medium and large municipal separate storm sewer systems (MS4s) through the Los Angeles County, Long Beach, and Ventura County MS4 Permits. The permit is issued under the National Pollutant Discharge Elimination System (NPDES) Program.

The Regional Water Quality Control Boards have adopted National Pollutant Discharge Elimination System General Permit (NPDES) storm water permits for municipalities. The permit is issued annually.

STATEMENT OF THE ISSUE

The Public Works Engineering Department received an invoice associated with the City's enrollment under the MS4 municipal storm water permit program. The Department pays an annual fee to the State Water Resources Control Board for the annual storm water permit pursuant to its enrollment in the MS4 permit program. The annual fees pays for the cost to operate the program, including but not limited to, the issuance, administration, reviewing and enforcement of the storm water permits.

Staff is requesting authorization from the City Council to approve the issuance of a purchase order to the State Water Resources Control Board for the annual storm water permit fees in the amount of $35,333.

FINANCIAL IMPACT

Funds in the amount of $35,333 are available in the Public Works 2022-2023 fiscal year budget in Account No. 1001-710-000-4262.

ALTERNATIVE

There are no viable alternatives.

STAFF RECOMMENDATION

Staff recommends the adoption of the attached resolution.

ALVIN BAUTISTA, P.E., CITY ENGINEER
PUBLIC WORK ENGINEERING DEPARTMENT

APPROVED FOR FORWARDING

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL STORM WATER PERMIT FEES ($35,333).

WHEREAS, this resolution authorizes the City Manager to issue a purchase order to the State Water Resources Control Board for the annual storm water permit fees in the amount of $35,333; and

WHEREAS, storm water is defined by U.S. EPA as runoff generated when precipitation from rain and snow melt flow over land or impervious surfaces without percolating into the ground; and

WHEREAS, storm water is often considered a nuisance because it mobilizes pollutants such as motor oil and trash and in most cases, storm water flows directly to water bodies through sewer systems, contributing a major source of pollution to rivers, lakes, and the ocean; and

WHEREAS, the Municipal Storm Water Permitting Program regulates storm water discharges from municipal separate storm sewer systems (MS4) throughout California and the U.S. EPA defines an MS4 as a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curb, gutters, ditches, man-made channels, or storm drains owned or operated by a public entity; and

WHEREAS, the Municipal Storm Water Program manages the Phase I Permit Program (serving municipalities over 100,000), the Phase II Permit Program (for municipalities less than 100,000), and the Statewide Storm Water Permit for the State of California Department of Transportation and the State Water Resources Control Board (State Water Board) and Regional Water Quality Control Boards (collectively, the Water Boards) implement and enforce the Municipal Storm Water Program; and

WHEREAS, the Los Angeles Water Board regulates discharges from medium and large municipal separate storm sewer systems (MS4s) through the Los Angeles County, Long Beach, and Ventura County MS4 Permits and the permit is issued under the National Pollutant Discharge Elimination System (NPDES) Program; and

WHEREAS, the Regional Water Quality Control Boards have adopted the National Pollutant Discharge Elimination System General Permit (NPDES) storm water permits for municipalities and the permit is issued annually; and

WHEREAS, the City of Compton Public Works Engineering Department received an invoice associated with the City of Compton's enrollment under the MS4 municipal storm water permit program; and

WHEREAS, the Public Works Department pays an annual fee to the State Water Resources Control Board for the annual storm water permit pursuant to its enrollment in the MS4 permit program; and

WHEREAS, the annual fees pays for the cost to operate the program, including but not limited to, the issuance, administration, reviewing and enforcement of the storm water permits; and

WHEREAS, funds in the amount of $35,333 are available in the Public Works 2022-2023 fiscal year budget in Account No. 1001-710-000-4262; and

WHEREAS, in order for the City Manager to issue a purchase order in the amount of $35,333 to the State Water Resources Control Board for the annual storm water permit fees, City Council's authorization is necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to The State Water Resources Control Board in an amount not to exceed $35,333 for annual storm water permit fees.

SECTION 2. That funds in the amount of $35,333 are available in the Public Works 2022-2023 fiscal year budget in Account No. 1001-710-000-4262.

SECTION 3. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Clerk, City Controller and Public Works Engineering Department.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023.

That said resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBER-
NOES: COUNCIL MEMBER-
ABSENT: COUNCIL MEMBER-
ABSTAIN: COUNCIL MEMBER-

_____
CITY CLERK OF THE CITY OF COMPTON

DEMAND FOR PAYMENT

Annual Permit Fees Required by Sections 13260 & 13269 of the California Water Code

Date: 1/18/2023
Facility ID: 4 19M1000104
Facility Name: PHASE I MS4
-
-, CA -

RECEIVED JAN 26 2023

Fiscal Year: 2022/23
Invoice Number: SW-0243166
Billing Period: 07/01/22 - 06/30/23
Invoice Date: 11/29/2022
Amount Past Due: $ 35,333.00
Region: 4
Index Number: 495297

CITY OF COMPTON
GLEN KAU, DIRECTOR
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220

For details please refer to the original invoice

DEMAND FOR PAYMENT OF ANNUAL STORM WATER PERMIT FEES

This is a **FORMAL DEMAND FOR PAYMENT** on the above delinquent invoice. Our accounting office records indicate that you have failed to pay the required annual fee. Failure to pay the required fee is considered a misdemeanor under California law (Water Code Section 13261) and could result in a civil liability assessment of up to $1000 per day for each day that the fees go unpaid, revocation of your discharge permit, or referral to a collection agency. Please return payment in the attached envelope along with the bottom portion of the invoice. Payment must be received no later than 30 days from the date of this notice.

Please note that a transfer of ownership or relocation of a facility requires a new Storm Water Permit. If your facility is closed or project completed, please file a Notice of Termination (NOT).

Construction - Log into your SMARTS account to complete an NOT: https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp

Industrial - NOT forms can be accessed on our website at http://www.waterboards.ca.gov/water_issues/programs/stormwater/gen_indus.shtml

For questions regarding your permit or how to file an NOT, please contact the Storm Water office at (916) 341-5538.

If you have any questions about this invoice, please call the Fee Unit at (916) 341-5247.

For payment status of your invoice, please go to the "Stormwater and Wastewater Permit Fee Invoice Information" link at http://infofees.waterboards.ca.gov/FeeInfo/DischargerInvoice.aspx

Please allow 10 business days after mailing for your payment to be posted to the database.

Please detach and return this portion with your payment

Region: 4

Fiscal Year: 2022/23

Invoice Number: SW-0243166

Index Number: 495297

(Please print the above number on check or money order)

CITY OF COMPTON
GLEN KAU, DIRECTOR
205 S. WILLOWBROOK AVENUE
COMPTON, CA 90220

Amount Due: $ 35,333.00
Billing Period: 07/01/22 - 06/30/23
Invoice Date: 11/29/2022
Facility ID: 4 19M1000104
Facility Name: PHASE I MS4
-
-, CA -

SWRCB
PO BOX 1888
SACRAMENTO, CA 95812-1888

February 7, 2023

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **RONERICK SIMPSON, FIRE CHIEF**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOS ANGELES COUNTY FIRE FOUNDATION AUTHORIZING THE ORGANIZATION TO SERVE AS A FISCAL SPONSOR ON BEHALF OF THE COMPTON FIRE DEPARTMENT**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into an agreement for one (1) year with the Los Angeles County Fire Foundation ("LACFF" or "Foundation"), an organization which is tax exempt under Section 501(c)(3) of the Internal Revenue Code. The Foundation's purpose is to provide financial support, tools and equipment, high quality training, education and operational support to local fire agencies at no cost.

BACKGROUND

LACFF supports diversity enhancement programs by donating to community-based programs such as the Stentorians, Women's Fire League, Asia Pacifica Islanders Firefighters, Bomberos and Junior Lifeguards. The Foundation has also donated to Police and Fire Departments items such as; mechanical CPR machines, iPads, extrication tools, Pick-up trucks, SUV's, pays for Leadership Development Training and high-quality canine and handler training.

STATEMENT OF ISSUE

The Foundation desires a fiscal sponsor, the Compton Fire Department ("Department"), to receive grants, tax deductible contributions and other revenues (i.e.,"Sponsored Funds") on the Foundation's behalf for use in carrying out certain of its charitable activities and programs. The Department desires that the Foundation serve as its fiscal sponsor and the Foundation is willing to serve in that capacity.

The Department can benefit from receiving support via the Los Angeles County Fire Foundation. The foundation has currently identified a pickup truck and other designated funds to enhance Compton Fire Department's Arson/K9 Program. We will also be requesting additional items in the near future such as a Mechanical CPR Machine to enhance our EMS service to the community.

Staff believes the Department will benefit from the financial support of this Foundation.

FISCAL IMPACT

The agreement will have no fiscal impact on the Department or the City of Compton's Budget. No funds will be directly received by the City of Compton or the Fire Department.

The Compton Fire Department will notify LA County Fire Foundation of its needs and those items will be purchased directly by the Foundation for use by the Department.

ALTERNATIVE

The City Council has the discretion to not approve the authorization to enter into this agreement with the Foundation. If the Council rejects the authorization, the benefits that would otherwise be purchased by the Foundation would have to be purchased or funded by the Department.

RECOMMENDATION

It is recommended that Council adopt the attached resolution.

RONERICK SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOS ANGELES COUNTY FIRE FOUNDATION AUTHORIZING THE ORGANIZATION TO SERVE AS A FISCAL SPONSOR ON BEHALF OF THE COMPTON FIRE DEPARTMENT

WHEREAS, the Los Angeles County Fire Foundation ("LACFF" or "Foundation") is a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code. The Foundation's purpose is to provide financial support, tools and equipment, high quality training, education and operational support to local fire agencies at no cost; and

WHEREAS, the foundation supports diversity enhancement programs by donating to community-based programs such as the Stentorians, Women's Fire League, Asia Pacific Islanders Firefighters, Bomberos and Junior Lifeguards to provide a channel to a career in fire and rescue; and

WHEREAS, LACFF has donated such items as, mechanical CPR machines, iPads, extrication tools, pickup trucks, SUV's, pays for leadership development training, high-quality canine and handler training to Police and Fire Department agencies; and

WHEREAS, the Foundation desires a fiscal sponsor, the Compton Fire Department ("Department"), to receive grants, tax deductible contributions and other revenues (i.e.,"Sponsored Funds") on the Foundation's behalf for use in carrying out certain of its charitable activities and programs; and

WHEREAS, the Department desires that the Foundation serve as its fiscal sponsor and the Foundation is willing to serve in that capacity; and

WHEREAS, the Los Angeles County Fire Foundation currently has designated funds available for Compton Fire Department Arson/K9 program; and

WHEREAS, the foundation has also identified a pickup truck that they would like to donate to the Departments Arson/K9 Program; and

WHEREAS, the Compton Fire Department will also be requesting additional items in the near future from the foundation, in the future such as a Mechanical CPR Machine to enhance our EMS service to the community; and

WHEREAS, staff solicited a formal request to enter into an agreement with the Los Angeles County Fire Foundation; and

WHEREAS, staff believe our Department will benefit from the support of this foundation; and

WHEREAS, the agreement will have no fiscal impact on the City of Compton's budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a one (1) year agreement with the Los Angeles County Fire Foundation authorizing the organization to serve as a Fiscal Sponsor on behalf of the Compton Fire Department.

Section 2. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller and the Compton Fire Department.

Section 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ___ day of _____, 2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023

That this Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBER –
NOES: COUNCIL MEMBER –
ABSTAIN: COUNCIL MEMBER –
ABSENT: COUNCIL MEMBER –

_____
CITY CLERK OF THE CITY OF COMPTON

1320 N Eastern Ave,
Los Angeles, CA 90063
T: (323) 793-FIRE
supportlacountyfire.org

Supporting Those Who Serve

100 Year Purpose

The Fire Foundation connects and informs donors. Generous contributions from the communities and individuals we serve allow us to transform lives, provide education, and develop lifesaving innovations.

LOS ANGELES COUNTY
FIRE DEPARTMENT
FOUNDATION

Continuous Leader Development

Los Angeles County firefighters and rescue personnel are credited with over a century of advancing life-saving innovation. From the invention of the rescue tube by Lifeguard Pete Peterson to the creation of JEMS (Journal of Emergency Medical Services) by founder Jim Paige, who served as an battalion chief, public safety demands continual investment in the development of tools, systems, and training that benefit emergency services around the world.

The Foundation provides funding and programming that strengthens our leaders and connects them with the resources to better serve you. Our annual leadership retreat focuses on topics includin cross-generational communication, conflict management, and formation of leadership think-tanks to advance ideas. Focus is also given to navigating the balance of operations with humanity that is required in high-stakes environments for the benefit of both the responders and the recipients.

Leadership development programs create a culture of continuous learning and increase employee productivity, promote better decision making, and build teams that combine the best of both the hard and soft skills required to effectively maintain the excellence that has come to be the hallmark of the Los Angeles County Fire Department.

Technology Advances

Telemed with Mobile iPads

Due to State regulations, paramedics are not allowed to assess patients for alternative transports to such places as urgent care or sobering centers. The Foundation's drive to provide optimum care turned your donations into iPads with software for all 114 paramedic teams onsite to telemedicine with doctors to determine the appropriate course of care. This maintained patient care as top priority and significantly reduced unnecessary demand on hospitals.

Water Rescue Enhancements

The Foundation has also financed lifeguard rescue helmets with waterproof communication. This has enabled lifeguards to communicate with onshore rescue personnel resulting in more targeted care and shorter response time. Our 72 miles of coastline, including Catalina Island, are also protected by boat crews whose foul weather gear was 20 years old, tattered, and unwieldy. The Foundation recently purchased and distributed $20,000 worth of new, advanced gear that is serving our rescue personnel well.

Field Initiatives to Implementation

The development of a simple yet innovative "We Hear You" platform on the Foundation website, allows any fire personnel or community member to voice needs or ideas directly to the Foundation Board so that solutions and funding can be quickly matched.

An example of this "We Hear You Platform" to field implementation, is the Foundation's funding of 6 mechanical CPR devices. These devices cost $30,000 each, yet they have already resulted in the saving of a life that would have otherwise been lost if only standard CPR has been used. This device is put on a patient to provide continuous CPR in a moving transport while the individual is evaluated and treated for other life-threatening issues. The Foundation is working with donors to raise funds that will allow us to put a mechanical CPR device on every paramedic unit.

DIVERSITY ENHANCEMENT

Los Angeles County is known for its rich diversity of cultures. How does this diversity positively influence the firefighting groups supported by the Foundation?

Asian Pacific Islander Firefighters

Recently formed and initiating program to reach out to local culture communities.

Stentorians

This cohort of Black firefighters direct community-based programming for young adults in disadvantaged neighborhoods that lead to careers in the fire service.

Women's Fire League

Among other initiatives, this league hosts an annual Girls Fire Camp to introduce young women to, and mentor them though, the process of becoming a firefighter.

HOW CAN I HELP?

Donations over $10,000 can be directed to support specific stations, equipment or programming. Your donations can be "earmarked" in the Notes section of the Donations page, or you can make a "non-restricted" donation that will be used for the most pressing needs as identified by the Foundation.

Successful Leader Development

Los Angeles County firefighters and rescue personnel have a long history of life-saving innovation. From the invention of the modern ambulance to the institution of EMT's on fire trucks, our historical capital demands continual investment.

Therefore, we are reinforcing and building our top and upcoming leaders through programs such as intensive retreats. Topics include cross-generational communication, conflict management, and development of leadership think tanks to advance ideas.

Additionally, training is provided for high stakes environments that necessitate strong direction tempered with humanity for the benefit of both the responders and the recipients.

Technology Advances

TeleMed

With hospital space at a premium during the pandemic, the Foundation within six weeks purchased 114 tablets with Internet for emergency response vehicles. Direct contact with these "mobile doctors" enabled smarter transit choices and relieved demand on hospitals.

We Hear You Page

This Foundation webpage, a simple yet innovative solution, has given funding to local firefighter voices by providing a space to register and address concerns and recommendations. A recent request led to the purchase and distribution of $20,000 worth of foul weather gear to replace the shared, 20-year-old gear.

Mechanical CPR Device

These $30,000 devices provide consistent quality CPR in transit and have already saved at least one life in the vehicle to which they were deployed. The Foundation is working towards having at least one device in every rescue vehicle.

DIVERSITY ENHANCEMENT

Los Angeles County is already known for its rich diversity of cultures. How does this diversity positively influence the firefighting world? Groups within the Foundation include:

Asian Pacific Islander Firefighters

Recently formed and initiating program to reach out to local culture communities.

Stentorians

African American firefighters running community-based programs for at-risk children to provide a channel to a career in fire and rescue.

Women's Fire League

Hosting an annual Girls Fire Camp to introduce and strengthen the attainability of firefighting and emergency management professions.

HOW CAN I HELP?

Your donations can be "earmarked" in the Notes section of the donation page, or you can make a "non-restricted" donation that will be used for the most pressing needs.

What if I want to donate to a specific group and their work?

Simply note the group's name in the Notes section of the donation page. Groups include the following:

- Women's Fire League
- Stentorians
- Asian Pacific Islanders
- Los Bomberos
- Search and Rescue Dogs
- Junior Lifeguards

FISCAL SPONSOR AGREEMENT

This Fiscal Sponsor Agreement ("Agreement") by and between the **LOS ANGELES COUNTY FIRE DEPARTMENT FOUNDATION**, a California Nonprofit Public Benefit Corporation ("Fiscal Sponsor") and the **CITY OF COMPTON**, a California Contract City ("Sponsored Organization"), is effective as of January 01, 2023.

RECITALS

A. Fiscal Sponsor is tax exempt under Section 501(c)(3) of the Internal Revenue Code (the "Code"). Fiscal Sponsor's charitable purpose is to provide financial, educational and operational support to the firefighters and programs of the Los Angeles County Fire Department. Fiscal Sponsor enters into this Agreement to further its tax-exempt purpose.

B. Sponsored Organization is incorporated City in the State of California. Sponsored Organization's charitable purpose is to support programs of the Compton Fire Department, a department of the City of Compton. Sponsored Organization enters into this Agreement to further its tax-exempt purpose.

C. Sponsored Organization desires a fiscal sponsor to receive grants, tax-deductible contributions, and other revenues ("Sponsored Funds") on its behalf for use in carrying out certain of its charitable activities and programs, as more fully described in Exhibit "A". Sponsored Organization desires that Fiscal Sponsor serve as its fiscal sponsor, and Fiscal Sponsor is willing to do so.

AGREEMENT

NOW THEREFORE, in consideration of the premises, it is agreed:

1. PROGRAM. Fiscal Sponsor agrees to receive Sponsored Funds on behalf of Sponsored Organization for use in carrying out certain of Sponsored Organization's charitable activities and programs, as more fully described in Exhibit "A", which is incorporated herein by reference.

2. TERM. The term of this Agreement shall be for a period of one (1) year from the date above and may be extended annually upon written and mutual agreement of both parties. This Agreement may be terminated by either party (a) with cause immediately upon providing notice (in writing or by email) of such termination and the cause to the other party, or (b) without cause thirty (30) business days after providing notice (in writing or by email) of such termination to the other party. Upon termination, remaining account assets shall be utilized by the Sponsored Organization in alignment with the donors' intent. Any funds remaining in the restricted account will either be (i) transferred to another fiscal sponsor 501(c)(3) or (ii) granted by Fiscal Sponsor to another

501(c)(3) organization in furtherance of the project purposes. In the event a successor cannot be identified within ninety (90) calendar days from the date of request of termination, the remaining restricted funds will be transferred to the Fiscal Sponsor's general fund or other restricted funds that align with the intent of the funds when raised.

3. DISCLOSURE OF FISCAL SPONSOR. Sponsored Organization shall submit for Fiscal Sponsor's prior approval, a copy of all written material that identifies Fiscal Sponsor or the Los Angeles County Fire Department and any other relevant material reasonably requested by Fiscal Sponsor.

4. RESTRICTED FUNDS. Fiscal Sponsor shall have complete discretion and control over the Sponsored Funds, but the Sponsored Funds shall be restricted for those charitable purposes consistent with the charitable purposes of the Sponsored Organization.

5. ADMINISTRATION OF FUNDS. Fiscal Sponsor shall administer the receipt of Sponsored Funds from donors and payors and provide Sponsored Organization periodic reports on the balance of such funds.

6. FEES AND COSTS. For the performance of its fiscal sponsor services described herein, Fiscal Sponsor shall retain for its own account ten percent (10%) of the gross amount of the Sponsored Funds. The parties agree that such amount is a fair and reasonable approximation of Fiscal Sponsor's costs incurred in performing its fiscal sponsor services. Any taxes attributable to the Sponsored Funds shall be payable from the Sponsored Funds.

7. CONTRIBUTIONS. In administering Sponsored Funds, Fiscal Sponsor shall timely send all required acknowledgments to donors of tax-deductible contributions. Sponsored Organization shall assist Fiscal Sponsor by providing names, addresses and administrative support for these purposes when necessary. Fiscal Sponsor shall include all Sponsored Funds on its tax returns (e.g., IRS Form 990) and Sponsored Organization shall include all funds received from Fiscal Sponsor on its tax returns and City of Compton shall report all Sponsored Funds and Gifts on their Certified Annual Financial Report and all other required government agencies.

8. RECORDS. Sponsored Organization shall keep and maintain accurate and complete records of all Sponsored Funds in accordance with generally accepted accounting principles, showing all assets, liabilities, income, and expenditures associated with such funds. Sponsored Organization shall prepare quarterly and year-end balance sheet and income and expense statements, only as to Sponsored Funds, for delivery to Fiscal Sponsor within thirty (30) days after the close of each period. Fiscal Sponsor, through its authorized representative(s), may inspect at any reasonable time any records related to Sponsored Funds held by Sponsored Organization, and may require Sponsored Organization to turn over any such records.

9. INSURANCE. Sponsored Organization is self-insured with at least One Million Dollars in coverage, in addition to any other such insurance as the law may require. The general liability policy shall cover the Sponsored Organization's activities with Sponsored Funds.

10. LIABILITY. Fiscal Sponsor shall not be liable to Sponsored Organization or third parties for any act or omission of Sponsored Organization. Sponsored Organization shall indemnify, assume the defense of, if requested, and hold harmless Fiscal Sponsor and its directors, officers, employees, and agents from every claim, loss, damage, injury, expense, including, without limitation, attorney's fees, judgments, and liability of every kind, nature, and description arising in whole or in part from any Sponsored Organization act or omission.

11. WARRANTIES.

(a) Fiscal Sponsor warrants and represents that it is tax exempt under Section 501(c)(3) of the Code, and that it has complied with all statutes of the State of California, and that it has taken all internal acts to authorize it to enter into and consummate this Agreement.

(b) Sponsored Organization warrants and represents that it is a City in good standing and has taken all internal acts to authorize it to enter into and consummate this Agreement, and that it shall not take any action, or fail to act, in any manner that shall jeopardize, or cause, Fiscal Sponsor to lose its 501(c)(3) tax exemption and it shall use all Sponsored Funds in accordance with fiscal sponsors requirements and reporting requirements of Sponsored Organizations Comprehensive Annual Financial Report.

12. NOTICES. Any notices permitted, or required, to be sent pursuant to this Agreement shall be sent to the following email and physical addresses, or any other address of which the other party is notified:

If to Fiscal Sponsor:

Los Angeles County Fire Department Foundation
1320 N. Eastern Ave.
Los Angeles, CA. 90063
Email: Foundation@fire.lacounty.gov

If to Sponsored Organization:

_____
_____
_____
Email: _____

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto, superseding any prior written or oral agreements between them on the same subject manner. Any change, modification, or waiver of this Agreement must be in writing and signed by both parties hereto.

14. ASSIGNMENT. Fiscal Sponsor shall not assign any of its obligations or duties under this Agreement without the prior written consent of Sponsored Organization, which consent shall not be unreasonably withheld. Sponsored Organization shall not assign any of its duties or obligations under this Agreement or under any grant of Sponsored Funds without the prior written consent of Fiscal Sponsor, which consent may be withheld in Fiscal Sponsor's sole discretion. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties hereto.

15. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

16. THIRD PARTIES. Nothing in this Agreement shall be construed as giving any person, corporation, or other entity, other than the parties hereto, any right, remedy, or claim under, or in respect of, this Agreement or any part hereof.

17. COUNTERPARTS. This Agreement may be executed in counterparts (including by facsimile, PDF or similar means of electronic communication), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"FISCAL SPONSOR"

LOS ANGELES COUNTY FIRE DEPARTMENT FOUNDATION,
a California Nonprofit Public Benefit Corporation

By: _____
Name: _____
Its: _____

"SPONSORED ORGANIZATION"

THE CITY OF COMPTON,
a California Contract City

By: _____
Name: _____
Its: _____

SIGNATURE PAGE TO FISCAL SPONSOR AGREEMENT

EXHIBIT "A"

FISCAL SPONSOR PROGRAM BETWEEN
LOS ANGELES COUNTY FIRE DEPARTMENT FOUNDATION
AND
CITY OF COMPTON FIRE DEPARTMENT

Program:

1. The parties shall endeavor to work together to develop and establish policies and procedures that will facilitate collaboration on charitable activities and/or projects with Fiscal Sponsor serving as the fiscal agent of the Sponsored Organization.

Description:

1. Fiscal Sponsor shall establish a committee for the benefit of the Sponsored Organization to develop and operate the Program, all of the decisions and actions of which shall at all times be subject to the approval of the Fiscal Sponsor's Board of Directors.
2. Fiscal Sponsor shall create a restricted fund designated for the purposes of the Program to hold the Sponsored Funds.
3. The administrative fee as set forth in the Fiscal Sponsor Agreement shall be payable based on the gross amount of the Sponsored Funds.
4. Fiscal Sponsor agrees to market Sponsored Organization's special events or charitable activities via Fiscal Sponsor's media channels, including social media platforms and associated networks.
5. Sponsored Organization shall not, without the prior written consent of the Board of Directors of the Fiscal Sponsor, use, in any way, any trademark, logo, copyright, patent, trade secret or other proprietary right or intellectual property of (i) the Fiscal Sponsor, or (ii) the Los Angeles County Fire Department.

February 7, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HARDY & HARPER, INC. FOR ROAD REPAIR SERVICES CITYWIDE ($320,797.40).

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the construction contract with and establish a purchase order for Hardy & Harper, Inc. ("Hardy & Harper") for road repair services citywide in the amount of Two Hundred Ninety One Thousand Six Hundred and Thirty Four Dollars ($291,634.00) and authorize a Project Contingency in the amount of Twenty Nine Thousand One Hundred Sixty Three Dollars and Forty Cents ($29,163.40).

BACKGROUND

In 2021, the City of Compton ("City") performed an update to the Pavement Management System, which identified approximately 144 miles of "Fair" to "Very Poor" condition categories of streets. These findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City.

The Road Repair Services Project consisted of providing road repair services citywide in accordance to the contract specifications and other contract documents. Specifically, the Project consisted of pavement repairs such as slurry seal and grind & overlay rehabilitation methods on distressed areas city-wide.

On March 24, 2021, the Public Works Department solicited Notice of Inviting Bids to contractors for the road repair services citywide. The Project was advertised in the Compton Bulletin and the City's website on March 24th and March 31st , 2021. Bids were received and opened on April 22nd, 2021. Four (4) bids were received from the following contractors:

Contractors	Amount
All American Asphalt	$2,325,000
EBS General Engineering	$3,147,800
Hardy & Harper, Inc.	$2,132,000
Onyx Paving Co.	$3,737,000

Based upon review of the submitted bid documents, it was determined that Hardy & Harper submitted the lowest responsive bid.

On April 19, 2022, pursuant to Resolution No. 25,648, City Council approved the Fiscal Year 2021-2022 Street Maintenance and Rehabilitation Program as part of the Citywide Road Repair Service Project. This process approved the list of twenty (20) streets that meet the criteria for grind and overlay rehabilitation methods. Please see the attach list of City Council approved streets.

On May 4, 2021, pursuant to Resolution No. 25,464, City Council authorized the City Manager to enter into a construction contract with Hardy & Harper, Inc. for the Road Repair Services project in the amount of Two Million Three Hundred Forty-Five Thousand and Two Hundred Dollars ($2,345,200).

Pursuant to Resolution No. 25,464, Six Hundred Forty-Three Thousand ($643,000) was allocated in Fiscal Year 2020-2021 with the remaining balance of One Million Seven Hundred and Two Thousand Dollars ($1,702,200) was allocated in Fiscal Year 2021-2022. Funds were available in June 2022.

Hardy & Harper began construction of the project in July 2022 and completed the construction of 19 of the 20 streets at a total cost of $1,990,556 in August 2022. The only street remaining is Bradfield Avenue from Rosecrans Avenue to Killen Place. There is a remaining balance on the existing contract of only $141,444.

In November 2022, City staff requested Hardy & Harper provide a cost to complete construction on Bradfield. The total cost to complete Bradfield Avenue is $433,078, which left a $291,634 deficit.

STATEMENT OF THE ISSUE

Hardy & Harper and the City of Compton desires to complete Bradfield Avenue this fiscal year. Therefore, in order to authorize the City Manager to amend the construction contract with Hardy & Harper, Inc. (“Hardy & Harper”) for road repair services citywide, establish a purchase order in the amount of Two Hundred Ninety One Thousand Six Hundred and Thirty Four Dollars ($291,634.00) and authorize a Project Contingency in the amount of Twenty Nine Thousand One Hundred Sixty Three Dollars and Forty Cents ($29,163.40), City Council’s authorization is necessary.

FISCAL IMPACT

Funds in the amount of $320,797.40 are available in the Public Works Engineering Department’s Fiscal Year 2022-2023 budget in Account No.1900-710-000-4300.

ALTERNATIVE

Due to the desire of the City to move completed the Project, no other alternative is being proposed at this time.

RECOMMENDATION

That the City Council adopt the attached Resolution.

ALVIN BAUTISTA, P.E.
CITY ENGINEER

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

Attachment: List of Streets

CITY OF COMPTON

2021-2022 STREET MAINTENANCE AND REHABILITATION PROGRAM

PHASE I - GRIND & OVERLAY

STREET NAME	FROM	TO	PCI (PAVEMENT CONDITION INDEX)
BURRIS AVENUE	ELM STREET	PALMER STREET	15
ESSEY AVENUE	COMPTON BLVD	LAUREL STREET	12
CHESTER AVENUE	PALMER STREET	ELM STREET	17
WILLOW AVENUE	ROSECRANS AVENUE	PALMER STREET	12
SPRING STREET	COMPTON BOULEVARD	PALMER STREET	21

PHASE II - GRIND & OVERLAY

STREET NAME	FROM	TO	PCI (PAVEMENT CONDITION INDEX)
SPRUCE STREET	TAJUATA AVENUE	N. DWIGHT AVENUE	17
133RD STREET	GRANDEE AVENUE	WILMINGTON AVENUE	9
133RD STREET	GRANDEE AVENUE	COMPTON AVENUE	10
134th PLACE	WILMINGTON AVENUE	GRANDEE AVENUE	18

PHASE III - GRIND & OVERLAY

STREET NAME	FROM	TO	PCI (PAVEMENT CONDITION INDEX)
EZMIRLIAN STREET	BRADFIELD AVENUE	BULLIS ROAD	20
EZMIRLIAN STREET	PANNES AVENUE	BRADFIELD AVENUE	20
BRADFIELD AVENUE	ROSECRANS AVENUE	KILLEN PLACE	22

PHASE IV - GRIND & OVERLAY

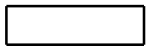
STREET NAME	FROM	TO	PCI (PAVEMENT CONDITION INDEX)
WHITEMARSH AVENUE	CALDWELL AVENUE	GREENLEAF BOULEVARD	24
WASHINGTON AVENUE	ALONDRA BOULEVARD	CALDWELL STREET	19
BENNETT STREET	WILLOWBROOK AVENUE	END	16
CLAUDE STREET	WILLOWBROOK AVENUE	ACACIA STREET	19

CITY OF COMPTON

2021-2022 STREET MAINTENANCE AND REHABILITATION PROGRAM

PHASE V GRIND & OVERLAY

STREET NAME	FROM	TO	PCI (PAVEMENT CONDITION INDEX)
N. SLATER AVENUE	PALMER STREET	ELM STREET	10
KEENE AVENUE	COMPTON BOULEVARD	LAUREL STREET	19
LINSLEY AVENUE	HARRIS AVENUE	BUTLER AVENUE	7
ACACIA STREET	JOHNSON STREET	CALDWELL STREET	2



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HARDY & HARPER, INC. FOR ROAD REPAIR SERVICES CITYWIDE ($320,797.40).

WHEREAS, in 2021, the City of Compton ("City") performed an update to the Pavement Management System, which identified approximately 144 miles of "Fair" to "Very Poor" condition categories of streets and these findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City; and

WHEREAS, the Road Repair Service Project consisted of providing road repair services citywide in accordance to the contract specifications and other contract documents, specifically, the Project consisted of pavement repairs such as slurry seal and grind & overlay rehabilitation methods on distressed areas; and

WHEREAS, on March 24, 2021, the Public Works Department solicited a Notice of Inviting Bids (NIB) to contractors for the road repair services citywide; and

WHEREAS, the Project was advertised in the Compton Bulletin and on the City's website on March 24th and March 31st, 2021 and bids were received and opened on April 22, 2021; and

WHEREAS, four (4) bids were received from the following contractors:

Contractors	**Amount**
All American Asphalt	$2,325,000
EBS General Engineering	$3,147,800
Hardy & Harper, Inc.	$2,132,000
Onyx Paving Co.	$3,737,000; and

WHEREAS, based upon review of submitted bid documents, it was determined that Hardy & Harper, Inc. submitted the lowest responsive bid; and

WHEREAS, on April 19, 2022, pursuant to Resolution No. 25,648, City Council approved the Fiscal Year 2021-2022 Street Maintenance and Rehabilitation Program as part of the Citywide Road Repair Service Project and this process approved the list of twenty (20) streets that meet the criteria for grind and overlay rehabilitation methods; and

WHEREAS, on May 4, 2021, pursuant to Resolution No. 25,464, City Council authorized the City Manager to enter into a construction contract with Hardy & Harper, Inc. for the Road Repair Services project in the amount of Two Million Three Hundred Forty-Five Thousand and Two Hundred Dollars ($2,345,200); and

WHEREAS, pursuant to Resolution No. 25,464, Six Hundred Forty-Three Thousand ($643,000) was allocated in Fiscal Year 2020-2021 with the remaining balance of One Million Seven Hundred and Two Thousand Dollars ($1,702,200) was to be allocated in Fiscal Year 2021-2022 and funds were available in June 2022; and

WHEREAS, Hardy & Harper began construction of the project in July 2022 and completed the construction of 19 of the 20 streets at a total cost of $1,990,556 in August 2022. The only street remaining is Bradfield Avenue from Rosecrans Avenue to Killen Place. There is a remaining balance on the existing contract of only $141,444.

WHEREAS, In November 2022, City staff requested Hardy & Harper provide a cost to complete construction on Bradfield. The total cost to complete Bradfield Avenue is $433,078, which left a $291,634 deficit; and

WHEREAS, funds in the amount of $320,797.40 are available in the Public Works Engineering Department's Fiscal Year 2022-2023 budget in Account No.1900-710-000-4300; and

WHEREAS, Hardy & Harper and the City of Compton desires to complete Bradfield Avenue this fiscal year; and

WHEREAS, in order to authorize the City Manager to amend the construction contract with Hardy & Harper, Inc. ("Hardy & Harper") for road repair services citywide, establish a purchase order in the amount of Two Hundred Ninety One Thousand Six Hundred and Thirty Four Dollars ($291,634.00) and authorize a Project Contingency in the amount of Twenty Nine Thousand One Hundred Sixty Three Dollars and Forty Cents ($29,163.40), City Council's authorization is necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager, upon the advice of the City Attorney, is hereby authorized to amend the contract with Hardy & Harper, Inc. in the amount of Two Hundred Ninety One Thousand Six Hundred and Thirty Four Dollars ($291,634.00) and authorize a Project Contingency in the amount of Twenty Nine Thousand One Hundred Sixty Three Dollars and Forty Cents ($29,163.40).

SECTION 2. That funds in the amount of $320,797.40 are available in the Public Works Engineering Department's 2022-2023 Fiscal Year budget in Account No. 1900-710-000-4300.

SECTION 3. That a purchase order in the amount of 291,634.00 for construction costs is authorized to be established for Hardy & Harper, Inc.

SECTION 4. That a Project Contingency amount of Twenty Nine Thousand One Hundred Sixty Three Dollars ($29,163.40) is hereby authorized.

SECTION 5. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works Engineering Department.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023.

That said Resolution was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

AMENDMENT
TO
CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
HARDY & HARPER, INC.
[Road Repair Services – City-Wide Road Repair Services]

This **AMENDMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) and **HARDY & HARPER, INC.,** (hereinafter referred to as **"CONTRACTOR"**).

RECITALS

WHEREAS, City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City; and

WHEREAS, Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California (License No. 215952) and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.

WHEREAS, City and Contractor enter into this Contract for the purpose of retaining Hardy & Harper, Inc. (Contractor) to perform that work required pursuant to the "City-Wide Road Repair Services Project ("Project").

WHEREAS, Authorization to enter into this Contract is pursuant to Resolution No. 25,464, adopted by the City Council on May 4, 2021.

WHEREAS, there is a need to amend the contract to extend the contract time and increase the contract price in order to complete the Project, anticipated to be 60 working days and an additional amount of $291,634; and

WHEREAS, by Resolution No. _____, adopted on the __ day of _____, 2023, the City Council authorized the City Manager to amend the contract with Hardy & Harper, Inc to extend the term of the contract and increase the contract price.

NOW, THEREFORE, the parties do hereby mutually agree to amend the Construction Services Agreement as follows:

AMENDMENTS

1. The parties agree to amend **Section 4.2.1 – Construction Services** of the Original Agreement to extend the amount of time for completion of the Work on the City-Wide Road Repair Services Project , as more fully

described within the original Agreement, by an additional **Sixty (60) working days, effective March 1, 2023,** unless the original Agreement and this amendment thereto is terminated as provided for within the original Agreement.

2. The parties agree to amend **Section 3.1 – Total Compensation** of the original Agreement to provide for additional compensation for the completion of the Work pursuant to the City-Wide Road Repair Services Project as more fully described within the original Agreement, in the amount of **Two Hundred Ninety One Thousand Six Hundred and Thirty Four Dollars ($291,634).**

3. The above-indicated amendments to the Construction Services Agreement between the parties is based on the proposal identified in the attached Exhibits "A" (Hardy & Harper, Inc. Proposal dated November 29, 2022), which is incorporated herein.

4. Except as provided for above, all other terms and conditions of the original Construction Services Agreement thereto between the City and the Contractor remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **AMENDMENT** to the above-identified **CONSTRUCTION SERVICES AGREEMENT.**

HARDY & HARPER, INC.

By _____ **Dated: _____**
Michael Murray, Vice President

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Alvin Bautista, P.E., City Engineer
Public Works Engineering Department

Approved by:

Dated: _____ **By _____**
Thomas Thomas, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric J. Perrodin, City Attorney

ATTEST:

Dated: _____ **By_____**
Vernell McDaniels, City Clerk

Hardy and Harper, Inc.

32 Rancho Cir Lake Forest, Ca 92630

Office (714) 444-1851 Fax (714) 444-2801

City of Compton
Bradfield Avenue AC Repairs
Rosecrans to Killen
ATTN:
jstrickland@comptoncity.org

ITEM NUMBER	DESCRIPTION	CONTRACT QUANTITY	UNIT MEASURE
	Bid Proposal		
1	Grind and Overlay Square Yardage 2"	10,795	SY
2	Grind and Overlay Tonnage 2"	1,250	TNS
3	Striping	1	LS

ENGINEERING CONTRACTORS
STATE LICENSE #215952

PROPOSAL

DATE 29-Nov-22

JOB LOCATION Compton

QUANTITY OR % PREVIOUS	QUANTITY OR % THIS ESTIMATE	UNIT PRICE	AMOUNT THIS ESTIMATE	TOTAL QUANTITY OR % TO DATE	TOTAL AMOUNT TO DATE
-	10,795	$ 28.40	$ 306,578.00	10,795.00	$ 306,578.00
	1,250	$ 98.40	$123,000	1,250.00	$ 123,000.00
-	1	$ 3,500.00	$ 3,500.00	1.00	$ 3,500.00
		SUB-TOTALPG1	$ 433,078.00		$ 433,078.00
		LESS RETENTION	$ -		$ -
		LESS BILLING(S)			$ -
		TOTAL AMOUNT DUE	$ 433,078.00		$ 433,078.00