

**Business of the Village Board  
Village of Saranac Lake**

SUBJECT: Acquire new Accounting Software FOR AGENDA OF 12/12/2022

DEPT OF ORIGIN: Kelly Brunette BILL # 180-2022

DATE SUBMITTED: 12/08/2022 EXHIBITS: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Village Administration

EXPENDITURE  
REQUIRED:  
\$98,447.50

AMOUNT  
BUDGETED: \$0

APPROPRIATION  
REQUIRED \$0

**SUMMARY STATEMENT**

Authorization for the Village Manager to acquire new accounting software form Sprinbrook Holding Company, LLC.

**RECOMMENDED ACTION**

APPROVAL OF RESOLUTION

MOVED BY: Catillaz SECONDED BY: Scollin

VOTE ON ROLL CALL:

MAYOR WILLIAMS	<u>yes</u>
TRUSTEE BRUNETTE	<u>yes</u>
TRUSTEE CATILLAZ	<u>yes</u>
TRUSTEE SCOLLIN	<u>yes</u>
TRUSTEE SHAPIRO	<u>yes</u>

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER  
TO ACQUIRE NEW ACCOUNTING SOFTWARE  
FROM SPRINBROOK HOLDING COMPANY, LLC.**

WHEREAS, the village needs a new accounting system; and

WHEREAS, Springbrook Holding Company, LLC provides a cloud platform that will make government more, accountable, transparent and will allow the residents to more fully participate in government, and

WHEREAS, the village desires to connect residents with their government and increase transparency.

THEREFORE RESOLVED, the board of trustees authorizes the village manager to execute a contract with Springbrook Holding Company, LLC to develop and implement a new accounting system for an amount that is estimated not to exceed \$75,895.00 for set up and \$25,552.50 per year for a period, with annual renewal uplift of up to 5%. The annual renewal uplift will be calculated by using CPI or 5% whichever is less at the time of renewal, based on the National CPI Index for the most recent 12-month period.

**Springbrook KVS -> Springbrook Cirrus**

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Annual Software Cost (At worst-case 5% YOY uplift)	\$25,950	\$26,880.13	\$28,121.64	\$29,580.22	\$31,058.23	\$141,193.72
IF POD QW 12/15 -> *KVS Subscription Credit						\$7,271.67
*Credit - No KVS Renewal 6/3/23						-17,712.13
<b>Actual Software Total over 5 Years (At worst-case 5% YOY uplift)</b>						<b>\$116,209.92</b>
Professional Services/Implementation Fees						
Estimated Hours (Only billed for time & material)	\$135/hr					
CivicPay Payment Pad with Printer Hardware (Quantity 2)	553					
Total Estimated Services/Implementation Cost	\$1,240					
Total Estimated Project Cost Over 5 Years	\$75,895					\$75,895
						<b>\$192,104.92</b>

Order Form: Q-09054-1  
 Date: 11/29/2022, 3:18 PM  
 Expires On: 12/30/2022



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

**Ship To:**  
 Bachana Tsilkauri  
 Village of Saranac Lake, NY  
 39 Main Street  
 2nd Floor, Suite 9  
 Saranac Lake, New York 12983  
 treasurer@saranaclakeny.gov

**Bill To:**  
 Bachana Tsilkauri  
 Village of Saranac Lake, NY  
 39 Main Street  
 2nd Floor, Suite 9  
 Saranac Lake, New York 12983  
 treasurer@saranaclakeny.gov

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Utility Billing Subscription	USD 13,700.00	1	62.500	USD 5,137.50
Purchase Orders Subscription	USD 4,250.00	1	62.500	USD 1,593.75
Finance Suite Subscription	USD 12,900.00	1	62.500	USD 4,837.50
Payroll Subscription	USD 7,150.00	1	62.500	USD 2,681.25
Tax Collection Subscription	USD 18,150.00	1	62.500	USD 6,806.25
<b>Annual Product Pricing Total:</b>				USD 21,056.25

Estimated Professional Services					
PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 189.00	150	28.571	USD 20,250.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 189.00	15	28.571	USD 2,025.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 189.00	110	28.571	USD 14,850.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 189.00	70	28.571	USD 9,450.00
SaaS Migration Professional Services	SaaS Migration Professional Services	USD 189.00	150	28.571	USD 20,250.00
<b>Estimated Professional Services Total:</b>					USD 66,825.00

**Grand Total: USD 87,881.25**  
 \*excludes applicable sales tax



## Order Details

Customer Name: Saranac Lake, NY - Village of

Customer Contact: Bachana Tsilkauri

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): 1 Year

## 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:

<b>Products Ordered</b>	<b>Invoice Timing</b>
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):

This order request replaces and supersedes any previously executed order request as it relates to the products listed within this contract. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

Customer to maintain existing Oracle Forms and Reports Maintenance and Oracle Standard Edition Two Maintenance, per existing contract.

Add/Maintain KVS Compass for TC assessment per RB.

The annual renewal uplift will be calculated by using CPI or 5% whichever is less at the time of renewal, based on the National CPI Index for the most recent 12-month period. Annual uplift not to exceed 5%. The CPI Index means the Consumer Price Index (All Urban Consumers), before seasonal adjustment, as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

For purposes of clarity, CivicPay IVR and CivicPay IVR Message Blocks referenced in the Order Terms section of this contract do not apply.



**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**

**Saranac Lake, NY - Village of**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order # (if required) \_\_\_\_\_

Order Form: Q-05160-1  
 Date: 9/6/2022, 12:19 PM  
 Expires On: 12/30/2022



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

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Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Fixed Assets Subscription	USD 4,300.00	1	62.500	USD 1,612.50
Project Management Subscription	USD 4,500.00	1	62.500	USD 1,687.50
Employee Self Services Lite Subscription	USD 2,200.00	1	62.500	USD 825.00
<b>Annual Product Pricing Total:</b>				USD 4,125.00

Estimated Professional Services					
PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
Standard Professional Services	Standard Professional Services	USD 189.00	22	28.571	USD 2,970.00
Standard Professional Services	Standard Professional Services	USD 189.00	22	28.571	USD 2,970.00
Standard Professional Services	Standard Professional Services	USD 189.00	14	28.571	USD 1,890.00
<b>Estimated Professional Services Total:</b>					USD 7,830.00

CivicPay Pricing					
PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
CivicPay Online Subscription	CivicPay Online Subscription	USD 990.00	1	62.500	USD 371.25
CivicPay Payment Pad with Printer Hardware	CivicPay Payment Pad with Printer Hardware	USD 620.00	2	0.000	USD 1,240.00
<b>CivicPay Pricing Total:</b>					USD 1,611.25

Transaction Fees			
PRODUCT	RATE	QTY	NET PRICE
CivicPay Pad Transaction Fee	USD 1.00	1	TBD based on number of transactions
Municipal Payments Transaction Fee	USD 0.55	1	TBD based on number of transactions
CivicPay Transaction Fee	USD 1.00	1	TBD based on number of transactions
<b>Transaction Fees Total:</b>			USD 0.00

**Grand Total: USD 13,566.25**

\* excludes applicable sales tax

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Customer Contact: Bachana Tsilkauri

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MLA: <https://sprbrk.app.box.com/v/sprbrk-onpremise-terms>  
Professional Services: <https://sprbrk.app.box.com/v/sprbrk-svcs-terms>

Term(s): 1 Year

Utility Accounts Contracted for CivicPay and Mobile Work Orders: 1,500

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- 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.
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### 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.

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**Springbrook Holding Company, LLC**

**Saranac Lake, NY - Village of**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order # (if required) \_\_\_\_\_