

**BOARD MEETING AGENDA  
SPECIAL MEETING OF THE BOARD OF DIRECTORS OF  
CITRUS HEIGHTS WATER DISTRICT (CHWD)  
March 25, 2025 beginning at 6:00 PM**



**DISTRICT ADMINISTRATIVE OFFICE  
6230 SYLVAN ROAD, CITRUS HEIGHTS, CA**

**PHONE CALL IN: (253) 205-0468  
PHONE MEETING ID: 849 3967 5857**

**COMPUTER AUDIO/LIVE MEETING PRESENTATIONS:** <https://chwd-org.zoom.us/j/84939675857>

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact the General Manager at (916) 725-6873. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

Members of the public may attend the meeting in person at the District headquarters or remotely through the phone number and link above.

Materials related to an agenda item for an open session of a regular meeting of the Citrus Heights Water District are posted on the Citrus Heights Water District website at [www.chwd.org](http://www.chwd.org).

**CALL TO ORDER:**

Upon request, agenda items may be moved to accommodate those in attendance wishing to address that item. Please inform the Chief Board Clerk or Deputy Board Clerk.

**VISITORS:**

**PUBLIC COMMENT:**

The Public shall have the opportunity to directly address the Board on any item of interest to the public before or during the Board's consideration of that item pursuant to Government Code Section 54954.3. Public comment on items of interest within the jurisdiction of the Board is welcome. The Presiding Officer will limit comments to three (3) minutes per speaker.

(A) Action Item

(D) Discussion Item

(I) Information Item

**CLOSED SESSION:**

**CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000

Agency Negotiators: Steve Anderson, Brian Hensley, Rebecca Scott, Josh Nelson, Hilary Straus, Annie Liu, Brittney Moore, Missy Pieri, Carlos Urrutia, Kayleigh Shepard, Todd Jordan, Jace Nunes, Mary Elise Conzelmann

Negotiating Parties: Ashwani Kumar, Teresita Kumar

Under Negotiation: Price and Terms of Payment

CL-2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of Section 54956.9)  
CHWD v. San Juan Water District, Sacramento Superior Court,  
Case No. 24WM000064

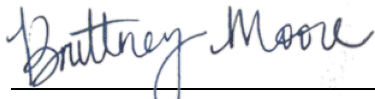
**FUTURE CHWD BOARD OF DIRECTORS MEETING DATES:**

March 25, 2025	6:30 PM	Regular Meeting
April 22, 2025	6:30 PM	Regular Meeting
May 27, 2025	6:30 PM	Regular Meeting
June 24, 2025	6:30 PM	Regular Meeting
August 26, 2025	6:30 PM	Regular Meeting
September 23, 2025	6:30 PM	Regular Meeting
October 28, 2025	6:30 PM	Regular Meeting
November 18, 2025	6:00 PM	Special Meeting
December 15, 2025	6:00 PM	Special Meeting

**ADJOURNMENT:**

**CERTIFICATION:**

I do hereby declare and certify that this agenda for this Special Meeting of the Board of Directors of the Citrus Heights Water District was posted in a location accessible to the public at the District Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 24 hours prior to the special meeting in accordance with Government Code Section 54956.



\_\_\_\_\_  
Brittney Moore, Chief Board Clerk

Dated: March 20, 2025

**BOARD MEETING AGENDA  
REGULAR MEETING OF THE BOARD OF DIRECTORS OF  
CITRUS HEIGHTS WATER DISTRICT (CHWD)  
March 25, 2025 beginning at 6:30 PM**



**DISTRICT ADMINISTRATIVE OFFICE  
6230 SYLVAN ROAD, CITRUS HEIGHTS, CA**

**PHONE CALL IN: (253) 205-0468  
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**CALL TO ORDER:**

Upon request, agenda items may be moved to accommodate those in attendance wishing to address that item. Please inform the Chief Board Clerk or Deputy Board Clerk.

**ROLL CALL OF DIRECTORS:**

**PLEDGE OF ALLEGIANCE:**

**VISITORS:**

**PUBLIC COMMENT:**

The Public shall have the opportunity to directly address the Board on any item of interest to the public before or during the Board's consideration of that item pursuant to Government Code Section 54954.3. Public comment on items of interest within the jurisdiction of the Board is welcome. The Presiding Officer will limit comments to three (3) minutes per speaker.

(A) Action Item

(D) Discussion Item

(I) Information Item

**CONSENT CALENDAR: (I/A)**

All items under the Consent Calendar are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a member of the Board, Audience, or Staff request a specific item be removed for separate discussion/action before the motion to approve the Consent Calendar.

- CC-1. Minutes of the Special Meeting – February 18, 2025 (A)  
Recommendation:  
 Approve the minutes of the February 18, 2025 Special Meeting
- CC-2. Revenue Analysis Report for February 2025 (I)
- CC-3. Assessor/Collector’s Roll Adjustment for February 2025 (I)
- CC-4. Treasurer’s Report for February 2025 (I)
- CC-5. Treasurer’s Report of Fund Balances for February 2025 (I)
- CC-6. Operating Budget Analysis for February 2025 (I)
- CC-7. Capital Projects Summary for February 2025 (I)
- CC-8. Warrants for February 2025 (I)
- CC-9. Purchase Card Distributions for February 2025 (I)
- CC-10. Employee Recognitions (I)
- CC-11. Long-Range Agenda (I)
- CC-12. Engineering Department Report (I)
- CC-13. Operations Department Report (I)
- CC-14. Water Supply (I)
- CC-15. Water Supply Reliability (I)
- CC-16. Water Efficiency and Safety Program Update (I)
- CC-17. Consideration and Possible Action to Adopt Resolution No. 05-2025  
 Concurring with the Nomination of Randall James Reed to the Association of  
 California Water Agencies Joint Powers Insurance Authority (ACWA JPIA or  
 JPIA) Executive Committee (A)  
Recommendation:  
 Adopt Resolution No. 05-2025 in Support of Randall James Reed’s  
 nomination to the JPIA Executive Committee.

**PRESENTATIONS:**

None.

**PUBLIC HEARINGS:**

None.

**STUDY SESSION:**

None.

**BUSINESS:**

- B-1. Discussion and Possible Action to Approve a Professional Services Agreement (PSA) with Springbrook Holding Company (A)  
Recommendation:  
 Approve a Professional Services Agreement (PSA) with Springbrook Holding Company, for the procurement and implementation of the ERP System. Authorize the General Manager to negotiate any non-substantive revisions and execute the agreement and any necessary documents to proceed with implementation.

**MANAGEMENT SERVICES REPORTS (I):**

None.

**CONSULTANTS' AND LEGAL COUNSEL'S REPORTS (I):**

None.

**DIRECTOR'S AND REPRESENTATIVE'S REPORTS (I):**

- D-1. Regional Water Authority (Wheaton/Straus).
- D-2. Sacramento Groundwater Authority (Sheehan/Riehle).
- D-3. San Juan Water District (All).
- D-4. Association of California Water Agencies (Riehle/Wheaton).
- D-5. ACWA Joint Powers Insurance Authority (Wheaton/Moore).
- D-6. City of Citrus Heights (Pieri).
- D-7. Chamber of Commerce Update (Conzelmann).
- D-8. RWA Legislative and Regulatory Affairs Update (Conzelmann).
- D-9. Customer Advisory Committee (Riehle/Conzelmann).
- D-10. Other Reports.

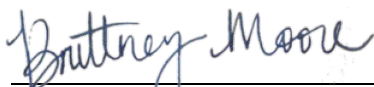
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December 15, 2025	6:00 PM	Special Meeting

**ADJOURNMENT:**

**CERTIFICATION:**

I do hereby declare and certify that this agenda for this Regular Meeting of the Board of Directors of the Citrus Heights Water District was posted in a location accessible to the public at the District Administrative Office Building, 6230 Sylvan Road, Citrus Heights, CA 95610 at least 72 hours prior to the regular meeting in accordance with Government Code Section 54956.



\_\_\_\_\_  
Brittney Moore, Chief Board Clerk

Dated: March 20, 2025

CITRUS HEIGHTS WATER DISTRICT  
BOARD OF DIRECTORS SPECIAL MEETING MINUTES  
February 18, 2025

The Special Meeting of the Board of Directors was called to order at 6:02 p.m. by President Riehle. Roll was called and present were:

Raymond A. Riehle, President  
Caryl F. Sheehan, Vice President  
David C. Wheaton, Director

Also present were:

Steve Anderson, General Counsel  
Brian Hensley, Water Resources Supervisor  
Todd Jordan, Principal Civil Engineer  
Annie Liu, Director of Administrative Services  
Brittney Moore, Administrative Services Manager/Chief Board Clerk  
Jace Nunes, Management Analyst  
Melissa Pieri, Director of Engineering/District Engineer  
Hilary Straus, General Manager  
Carlos Urrutia, Strategic Advisor

**PLEDGE OF ALLEGIANCE:**

President Riehle led the Pledge of Allegiance.

**PUBLIC COMMENT:**

None.

President Riehle adjourned the meeting to Closed Session at 6:03 p.m.

**CLOSED SESSION:**

**CL-1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Section 54956.8:

Property: Parcel Number 233-0440-031-0000

Agency Negotiators: Steve Anderson, Brian Hensley, Rebecca Scott, Jessica Lomakin, Josh Nelson, Hilary Straus, Annie Liu, Brittney Moore, Missy Pieri, Carlos Urrutia, Kayleigh Shepard, Todd Jordan, Jace Nunes, Greg Tonello, Kirill Aleksandrov

Negotiating Parties: DCR 10 CA LLC.

Under Negotiation: Price and Terms of Payment

No reportable action

CL-2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Section 54956.8:

Property: Parcel Number 243-0180-002-0000

Agency Negotiators: Steve Anderson, Brian Hensley, Rebecca Scott, Josh Nelson, Hilary Straus, Annie Liu, Brittney Moore, Missy Pieri, Carlos Urrutia, Kayleigh Shepard, Todd Jordan, Jace Nunes

Negotiating Parties: Ashwani Kumar, Teresita Kumar

Under Negotiation: Price and Terms of Payment

No reportable action.

CL-3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

CHWD v. San Juan Water District, Sacramento Superior Court,  
Case No. 24WM000064

No reportable action.

**CONSENT CALENDAR:**

CC-1a. Minutes of the Special Meeting – January 28, 2025 (A)

CC-1b. Minutes of the Regular Meeting – January 28, 2025 (A)

CC-1c. Minutes of the Special Meeting – February 3, 2025 (A)

Recommendation:

Approve the minutes of the January 28, 2025 Special and Regular Meetings,  
and the minutes of the February 3, 2025 Special Meeting.

CC-2. Revenue Analysis Report for January 2025 (I)

CC-3. Assessor/Collector's Roll Adjustment for January 2025 (I)

CC-4. Treasurer's Report for January 2025 (I)

CC-5. Treasurer's Report of Fund Balances for December 2024 and January 2025 (I)

CC-6. Operating Budget Analysis for December 2024 and January 2025 (I)

CC-7. Capital Projects Summary for December 2024 and January 2025 (I)

CC-8. Warrants for January 2025 (I)

CC-9. Purchase Card Distributions for January 2025 (I)

CC-10. Employee Recognitions (I)

CC-11. Long-Range Agenda (I)

CC-12. Engineering Department Report (I)

CC-13. Operations Department Report (I)

CC-14. Water Supply (I)

CC-15. Water Supply Reliability (I)

CC-16. Water Efficiency and Safety Program Update (I)

CC-17. Discussion and Possible Action to Update Policy 6300.00 Investment of District Funds (Investment Policy) Financial Policies (6000 Series) Updates, Including Investment Policy (A)

Recommendation:

Approve updates to the District's Policy 6300.00 Investment of District Funds

- CC-18. Resolution Commending Ricky Kelley for Service to the Citrus Heights Water District (A)

Recommendation:

Adopt Resolution No. 02-2025 Commending Ricky Kelley for his Service to the Citrus Heights Water District

- CC-19. Consideration and Possible Action to Adopt Resolution No. 03-2025 Concurring with the Nomination of Melody McDonald to the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA or JPIA) (A)

Recommendation:

Adopt Resolution No. 03-2025 in Support of Melody McDonald's nomination to the JPIA Executive Committee.

**ACTION:**

Director Wheaton moved, and Vice President Sheehan seconded the motion to approve the consent calendar.

The motion carried 3-0 with all Directors voting yes.

**PRESENTATIONS:**

None.

**PUBLIC HEARINGS:**

President Riehle declared the public hearing open at 7:06 p.m.

- PH-1. Discussion and Possible Action to Approve an Update to the Board of Directors' Compensation Ordinance

**ACTION:**

Vice President Sheehan moved, and Director Wheaton seconded a motion to Adopt District Ordinance No. 01-2025, Fixing the Compensation of the Board of Directors.

The motion carried 3-0 with all Directors voting yes.

**STUDY SESSIONS:**

None.

**BUSINESS:**

- B-1. Highland Well Drilling, Development, and Testing

**ACTION:**

Vice President Sheehan moved, and Director Wheaton seconded the motion to accept the bid from Nor-Cal Pump & Drilling Inc., in the base amount of \$997,020.00 and to establish a change order contingency fund in the amount of \$99,702.00 (10%), for a total allocation of \$1,096,722.00; and authorized the General Manager to execute the agreement.

The motion carried 3-0 with all Directors voting yes.



B-2. Discussion and Possible Action to Adopt Resolution No. 04-2025 Declaring Intent to Use Proceeds from Future Tax-Exempt Bonds or Other Indebtedness to Reimburse Certain Expenditures Made by the District Before the Issuance of Such Bonds or Indebtedness

**ACTION:**

Vice President Sheehan moved and Director Wheaton seconded the motion to Adopt Resolution No. 04-2025 declaring CHWD's intent to use a portion of the proceeds from tax-exempt debt to reimburse CHWD for expenditures made prior to the issuance of such bonds.

The motion carried 3-0 with all Directors voting yes.

B-3. Discussion and Possible Action to Approve a Representation Agreement with Cushman and Wakefield

**ACTION:**

Vice President Sheehan moved, and President Riehle seconded the motion to approve a representation agreement with Cushman & Wakefield subject to minor modifications approved by the General Counsel and authorized the General Manager to execute the agreement.

The motion passed with Vice President Sheehan and President Riehle voting yes. Director Wheaton abstained from voting.

B-4. Purchase and Sale Agreement (PSA) for 7803 Madison Avenue, Building B, Citrus Heights, CA 95610

**ACTION:**

Vice President Sheehan moved, and President Riehle seconded the motion to authorize the General Manager to negotiate any non-substantive revisions to a Purchase and Sale Agreement (PSA), if any, and to execute the PSA and complete the purchase of 7803 Madison Avenue, Building B, Citrus Heights, CA 95610 (the Madison Avenue Building).

The motion passed with Vice President Sheehan, and President Riehle voting yes. Director Wheaton abstained from voting.

**ADJOURNMENT:**

There being no other business to come before the Board, the meeting was adjourned at 8:07 p.m.

**APPROVED:**

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BRITTNEY C. MOORE  
Chief Board Clerk  
Citrus Heights Water District

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RAYMOND A. RIEHLE, President  
Board of Directors  
Citrus Heights Water District

**CITRUS HEIGHTS WATER DISTRICT  
FEBRUARY 2025  
REVENUE ANALYSIS**

**Outstanding Receivables**

Aged Trial Balance					
Total	Current	31-90	91-150	>150	Unapplied Current
1,564,463	1,147,558	211,897	105,634	266,407	167,032

General Ledger Balance	Total
Outstanding A/R	1,689,719.79
Outstanding Liens	-
Outstanding Grants	740.31
A/R Other	-
Less Unapplied Payments	(166,713)
<b>Total</b>	<b>\$ 1,523,748</b>
	Diff \$ (40,716)

**CITRUS HEIGHTS WATER DISTRICT  
ASSESSOR/COLLECTOR'S ROLL ADJUSTMENTS FOR  
February 28, 2025**

<b>LID</b>	<b>CID</b>	<b>Charge Type</b>	<b>Trans.Date</b>	<b>Reason For Cancellation</b>	<b>Amount</b>
16140	14219	DEFAULT	2/4/2025	ONE TIME COURTESY	6.63000
11855	43159	DEFAULT	2/4/2025	ONE TIME COURTESY	7.27000
12543	11117	DEFAULT	2/4/2025	ONE TIME COURTESY	6.07000
12527	19729	DEFAULT	2/4/2025	ONE TIME COURTESY	8.31000
14922	27336	DEFAULT	2/11/2025	ONE TIME COURTESY	5.99000
14029	38081	DEFAULT	2/11/2025	ONE TIME COURTESY	13.26000
9487	41582	DEFAULT	2/11/2025	ONE TIME COURTESY	6.79000
12064	10687	DEFAULT	2/11/2025	ONE TIME COURTESY	6.55000
18144	16680	DEFAULT	2/18/2025	ONE TIME COURTESY	6.87000
9538	17385	DEFAULT	2/18/2025	ONE TIME COURTESY	5.83000
5777	26195	DEFAULT	2/18/2025	ONE TIME COURTESY	6.71000
8610	18013	DEFAULT	2/18/2025	ONE TIME COURTESY	5.91000

February 28, 2025

To: Citrus Heights Water District Board of Directors

Re: Citrus Heights Water District Investment Portfolio Report for February 2025

The attached Investment Report for February 2025 is submitted in accordance with the Citrus Heights Water District (District)'s Investment Policy. All investments are in compliance with the policy.

The Investment Report lists all short- term, mid-term and long-term investments held at the conclusion of business on the final day of the month. The combined cash and investments in the District's treasury total \$33,733,122 with \$10,273,768 under the management of the Local Agency Investment Fund, California Asset Management Program, Money Market Funds and BMO Bank.

Investments with original cost of \$23,459,354 are selected based on criteria contained in the District's Investment Policy, which emphasized safety, liquidity, yield, and diversification. The core investments are marked to market daily based on a current market price determined by U.S. Bancorp Investments. The aggregate investment portfolio and holdings are included in the Investment Report.

The Investment Report demonstrates that sufficient liquidity is available to meet anticipated expenditures during the next six months.

Respectfully submitted,



Annie Y. Liu

Director of Administrative Services/Treasurer

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS**  
**For February 28, 2025**


**Summary of Funds**

Fund Name	Par Amount	Book Value	Original Cost	Market Value
BMO Checking Plus Money Market Funds	4,229,810	4,229,810	4,229,810	4,229,810
Local Agency Investment Fund (LAIF)	56,559	56,559	56,559	56,559
California Asset Management Program (CAMP)	5,987,399	5,987,399	5,987,399	5,987,399
CHWD Investment CORE	23,880,360	23,459,354	23,242,020	23,565,910
<b>Total</b>	<b>34,154,127.70</b>	<b>33,733,122.00</b>	<b>33,515,788.21</b>	<b>33,839,678.65</b>

**TREASURER'S REPORT TO THE BOARD OF DIRECTORS**  
**For February, 2025**  
**Funds Reconciliation**

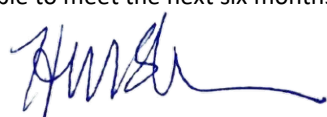
<b>BMO Beginning Balance 2/1/25</b>		<b>\$4,021,048</b>
<b>RECEIPTS/TRANSFERS:</b>		
Receipts	1,561,695	
		1,561,695
<b>DISBURSEMENTS/TRANSFERS:</b>		
Checks Issued / ACH Payments	672,768	
Returned Checks	1,876	
Bank fees	16,902	
Payroll	661,386	
		208,762
<b>Balance Per Bank 02/28/2025</b>	<b>1,352,933</b>	<b>4,229,810</b>
Outstanding Checks		176,281
Deposit in Transit		337,731
<b>Balance Per Books 02/28/2025</b>		<b>\$4,391,260</b>
<b>RECONCILEMENT:</b>		
BMO Checking Plus Money Market Funds		\$4,229,810
CAMP Pool Account		\$5,987,399
Local Agency Investment Fund		\$56,559
<b>TOTAL LIQUIDY BALANCE</b>		<b>\$10,273,768</b>
<b>CASH &amp; INVESTMENT SUMMARY:</b>		
CHWD-Liquidity		10,273,768
CHWD-Investment Core		23,459,354
<b>Total</b>		<b>33,733,122</b>

I certify that this report accurately reflects all pooled investments and is in compliance with applicable State of California Government Codes and is in conformity with Investment of District Funds Policy 6300. As Treasurer of the Citrus Heights Water District, I hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six months' estimated expenditures.



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**ANNIE Y. LIU**  
**Treasurer**  
**2/28/2025**



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**HILARY M. STRAUS**  
**Secretary**



# Monthly Investment Report Citrus Heights Water District

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February 28, 2025

Total Aggregate Portfolio

# Contents

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## Month End Commentary - February 2025

February saw a "risk-off" sentiment dominate the markets, as equities retreated while safe-haven assets gained traction. All three major stock indexes ended the month in negative territory, led by the tech-heavy NASDAQ Composite, which declined 2.8%. U.S. Treasuries rallied across the curve, with 2-year Treasury yields dropping 21 basis points to 3.99%, and 5-year yields plunging 31 basis points to 4.02%.

Despite yields finishing lower, the price action revealed a shifting narrative among market participants, as yields initially rose during the first half of the month. This early climb was driven by robust labor market data and further supported by a CPI report indicating faster-than-expected price increases. The core CPI for January rose at an annual rate of 3.3%, up from 3.2% in December and exceeding the 3.1% forecast by economists. However, inflation concerns were short-lived, as the Producer Price Index (PPI) provided some relief the following day. The core PPI value decelerated in January, dropping from 3.7% to 3.6%. Notably, several components of the PPI report that feed into the Fed's preferred PCE gauge showed subdued price gains. This was validated when the core PCE index took a significant step down in January, falling from 2.9% to 2.6%.

Another factor influencing the market narrative in February was consumer spending. The Valentine's Day release of January's retail sales data was anything but romantic, as the headline figure contracted by a substantial -0.9%, compared to the expected -0.2%. Real personal spending also declined by -0.5%, marking a full percentage point drop from December. Adding to the unease were several disappointing sentiment indicators, including the University of Michigan Consumer Sentiment Survey, the Conference Board Consumer Confidence Index, and the ISM Global Composite Purchasing Manager Index—all of which declined from previous readings and fell short of expectations. Sentiment has likely been impacted by the wave of tariffs imposed by the current administration, raising fears of an escalating trade war that economists warn could lead to higher prices and slower growth. That said, forecasts remain speculative, and the impact of these policies will only become clear over time as they work their way through the economic landscape.

While fiscal policy has dominated the headlines, monetary policy has taken a backseat. However, the upcoming FOMC meeting in a few weeks is expected to provide fresh insights. Although the Fed is likely to keep short-term rates unchanged, this meeting will include the first economic projections of 2025, offering potential clues about the future path of interest rates. The market is currently pricing in three rate cuts for the remainder of the year, up from two a month ago. Amid this policy uncertainty, corporate credit spreads have widened but remain at historically compressed levels. We continue to manage portfolio durations in line with their respective benchmarks, while closely monitoring credit and agency spreads to identify opportunities for adding value.

## Treasury Curve Total Returns Last 12 Months

Treasuries	Total Return
3 month bill	5.09%
1 year note	5.01%
2 year note	4.99%
3 year note	5.13%
5 year note	4.88%

## Treasury Benchmark Total Returns In Month

Benchmark	Period Return	YTM	Duration (Years)
ICE BAML 90 Day Bill	0.32%	4.26%	0.23
ICE BAML 0-1 Year Treasury	0.34%	4.26%	0.51
ICE BAML 0-3 Year Treasury	0.58%	4.09%	1.42
ICE BAML 0-5 Year Treasury	0.85%	4.06%	2.12

## Changes In The Treasury Market (Absolute Yield Levels)

Treasuries	02/29/2024	12/31/2024	01/31/2025	02/28/2025	1 Month Change	12 Month Change
3 month bill	5.39%	4.31%	4.28%	4.29%	0.01%	-1.10%
6 month bill	5.33%	4.27%	4.30%	4.27%	-0.03%	-1.05%
1 year note	5.00%	4.14%	4.15%	4.08%	-0.07%	-0.92%
2 year note	4.64%	4.24%	4.20%	3.99%	-0.21%	-0.65%
3 year note	4.43%	4.27%	4.24%	3.97%	-0.27%	-0.47%
5 year note	4.26%	4.38%	4.33%	4.02%	-0.31%	-0.24%
10 year note	4.26%	4.57%	4.54%	4.21%	-0.33%	-0.06%

# Compliance Report

Citrus Heights Water District | Total Aggregate Portfolio



February 28, 2025

**Category**

<b>Policy Diversification Constraint</b>	<b>Policy Limit</b>	<b>Actual Value*</b>	<b>Status</b>
US Treasury Obligations Maximum % of Holdings	100.000	21.813	Compliant
US Agency Callable Securities Maximum % of Total Portfolio	25.000	0.000	Compliant
US Agency Obligations Issuer Concentration	35.000	17.590	Compliant
US Agency Obligations Maximum % of Holdings	100.000	26.037	Compliant
Supranationals - Issuer is IADB, IBRD, or IFC	0.000	0.000	Compliant
Supranationals Issuer Concentration	5.000	2.820	Compliant
Supranationals Maximum % of Holdings	15.000	6.395	Compliant
Municipal Bonds - Other States Outside of CA	25.000	1.112	Compliant
Municipal Bonds - Other States Outside of CA Issuer Concentration	10.000	1.112	Compliant
Municipal Bonds - State of California	25.000	0.461	Compliant
Municipal Bonds - State of California Issuer Concentration	10.000	0.461	Compliant
Municipal Bonds CA Entities Issuer Concentration	10.000	0.687	Compliant
Municipal Bonds CA Entities Max. % of Holdings	30.000	2.731	Compliant
Mortgages, CMOs and Asset Backed Securities Issuer Concentration	5.000	0.594	Compliant
Mortgages, CMOs and Asset Backed Securities Maximum % of Holdings	20.000	3.388	Compliant
Corporate Notes Issuer Concentration	5.000	0.000	Compliant
Corporate Notes Maximum % of Holdings	25.000	8.159	Compliant
Corporate Notes must be Issued by US Corporation	0.000	0.000	Compliant
Commercial Paper Issued and Operating in the US	0.000	0.000	Compliant
Commercial Paper Issuer Concentration	5.000	0.000	Compliant
Negotiable CDs Issuer Concentration	5.000	0.000	Compliant
Negotiable CDs Maximum % of Holdings	10.000	0.000	Compliant
Non-Negotiable CDs Issuer Concentration	5.000	0.000	Compliant
Non-Negotiable CDs Maximum % of Holdings	10.000	0.000	Compliant
Banker's Acceptance Issuer Concentration	5.000	0.000	Compliant
Banker's Acceptance Maximum % of Holdings	20.000	0.000	Compliant
Money Market Issuer Concentration	20.000	6.556	Compliant
Money Market Maximum % of Holdings	20.000	6.559	Compliant
LGIP Maximum % of Holdings	100.000	0.167	Compliant
Bank Time Deposits/Savings Accounts Issuer Concentration	50.000	6.556	Compliant
Bank Time Deposits/Savings Accounts Maximum % of Holdings	100.000	12.505	Compliant

1) Actual values are based on market value.

2) The compliance report allows for resolutions to be documented if an actual value exceeds a limit. The specific resolution can be found on the client portal site.

# Compliance Report

Citrus Heights Water District | Total Aggregate Portfolio



February 28, 2025

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Category			
JPA Pool Max % Holdings	50.000	17.693	Compliant

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1) Actual values are based on market value.  
2) The compliance report allows for resolutions to be documented if an actual value exceeds a limit. The specific resolution can be found on the client portal site.

# Compliance Report

Citrus Heights Water District | Total Aggregate Portfolio



February 28, 2025

Category			
<b>Policy Maturity Structure Constraint</b>	<b>Policy Limit</b>	<b>Actual %</b>	<b>Status</b>
Maturity Constraints Under 5 years Minimum % of Total Portfolio	100.000	100.000	Compliant
<b>Policy Maturity Constraint</b>	<b>Policy Limit</b>	<b>Actual Term</b>	<b>Status</b>
US Treasury Maximum Maturity At Time of Purchase (years)	5.000	5.000	Compliant
US Agency Maximum Maturity At Time of Purchase (years)	5.000	4.992	Compliant
Supranationals Maximum Maturity At Time of Purchase (years)	5.000	4.943	Compliant
Municipals Maximum Maturity At Time of Purchase (years)	5.000	4.995	Compliant
Mortgages, CMOs and Asset Backed Securities Maximum Maturity At Time of Purchase (years)	5.000	4.565	Compliant
Corporate Maximum Maturity At Time of Purchase (years)	5.000	4.833	Compliant
Commercial Paper Days to Final Maturity (days)	270.000	0.000	Compliant
Negotiable CDs Maximum Maturity At Time of Purchase (years)	1.000	0.000	Compliant
Non-Negotiable CDs Maximum Maturity At Time of Purchase (years)	1.000	0.000	Compliant
Banker's Acceptance Maximum Maturity At Time of Purchase (days)	180.000	0.000	Compliant
Weighted Average Maturity (years)	2.500	1.644	Compliant
<b>Policy Credit Constraint</b>			<b>Status</b>
Supranationals Ratings AA-/Aa3/AA- or better (Rated by 1 NRSRO)			Compliant
Municipal Bonds Ratings Minimum A-/A3/A- (Rated by 1 NRSRO)			Compliant
Mortgages, CMOs and Asset Backed Securities Minimum Credit Rating AA/Aa3/AA (Rated by 1 NRSRO)			Compliant
Corporate Notes Ratings Minimum A-/A3 (Rated by 1 NRSRO)			Compliant
Commercial Paper Ratings Minimum A1/P1/F1 (Rated by 1 NRSRO)			Compliant
Commercial Paper Minimum Long Term Rating A-/A3/A- (Rated by 1 NRSRO)			Compliant
Money Market Ratings Minimum AAA/Aaa/AAA (Rated by 1 NRSRO)			Compliant

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# Summary Overview

Citrus Heights Water District | Total Aggregate Portfolio

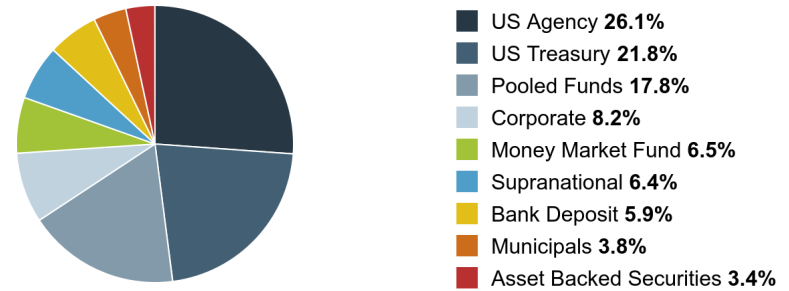


February 28, 2025

## Portfolio Characteristics

Metric	Value
Cash and Cash Equivalents	10,275,603.60
Investments	23,763,015.06
Book Yield	4.22%
Market Yield	3.99%
Effective Duration	1.46
Years to Maturity	1.61
Avg Credit Rating	AAA

## Allocation by Asset Class



## Strategic Structure

Account	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain (Loss)	Accrued	Yield at Cost	Effective Duration	Benchmark Duration	Benchmark
CHWD-Investment Core	23,880,359.54	23,459,353.84	23,242,020.05	23,565,910.49	106,556.64	198,940.01	4.49%	2.09	2.12	ICE BofA 0-5 Year US Treasury Index
CHWD-Liquidity	10,273,768.16	10,273,768.16	10,273,768.16	10,273,768.16	0.00	0.00	3.59%	0.01	0.08	ICE BofA US 1-Month Treasury Bill Index
<b>Total</b>	<b>34,154,127.70</b>	<b>33,733,122.00</b>	<b>33,515,788.21</b>	<b>33,839,678.65</b>	<b>106,556.64</b>	<b>198,940.01</b>	<b>4.22%</b>	<b>1.46</b>		



# CHWD Holdings Report

As of 02/28/2025

# CHWD\_Total Portfolio (354503)

Dated: 03/06/2025

Identifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain/Loss	Accrued Balance	Book Yield	GPA Effective Duration, Years to Final Maturity
CAL_CAMP	California Asset Management Program	02/28/2025	5,987,398.70	5,987,398.70	5,987,398.70	5,987,398.70	0.00	0.00	4.510	0.010 0.000
CAL_LGIP	CALIFORNIA LAIF	02/28/2025	56,559.39	56,559.39	56,559.39	56,559.39	0.00	0.00	4.333	0.010 0.000
CHWD_BMO_DEP	BMO Deposit	02/28/2025	2,011,344.29	2,011,344.29	2,011,344.29	2,011,344.29	0.00	0.00	0.000	0.010 0.000
60934N104	FEDERATED HRMS GV O INST	02/28/2025	2,218,465.78	2,218,465.78	2,218,465.78	2,218,465.78	0.00	0.00	4.330	0.000 0.000
31846V203	FIRST AMER:GVT OBLG Y	02/28/2025	1,106.03	1,106.03	1,106.03	1,106.03	0.00	0.00	3.990	0.000 0.000
CCYUSD	Receivable	02/28/2025	729.41	729.41	729.41	729.41	0.00	0.00	---	---
3130AUZC1	FEDERAL HOME LOAN BANKS	03/14/2025	350,000.00	349,945.31	347,480.00	350,028.00	82.69	7,509.20	5.083	0.044 0.038
3135G03U5	FEDERAL NATIONAL MORTGAGE ASSOCIATION	04/22/2025	350,000.00	347,893.38	324,558.50	348,225.50	332.12	783.85	5.093	0.149 0.145
02582JJT8	AMXCA 2022-2 A	05/15/2025	200,000.00	199,285.65	193,437.50	199,576.00	290.35	301.33	5.277	0.209 0.208
912828XB1	UNITED STATES TREASURY	05/15/2025	400,000.00	397,631.80	380,328.13	398,260.00	628.20	2,488.95	5.171	0.208 0.208
254683CS2	DCENT 2022-2 A	05/15/2025	200,000.00	199,075.26	192,750.00	199,576.00	500.74	295.11	5.747	0.209 0.208
3133EPNB7	FEDERAL FARM CREDIT BANKS FUNDING CORP	06/20/2025	300,000.00	299,824.54	298,854.00	300,147.00	322.46	2,736.46	4.829	0.307 0.307
3133EPRS6	FEDERAL FARM CREDIT BANKS FUNDING CORP	07/28/2025	350,000.00	349,690.80	348,539.10	350,735.00	1,044.20	1,564.06	5.103	0.409 0.411
06428CAC8	BANK OF AMERICA NA	08/18/2025	250,000.00	249,990.62	249,960.00	251,087.50	1,096.88	510.07	5.658	0.380 0.468
89236TKZ7	TOYOTA MOTOR CREDIT CORP	09/11/2025	200,000.00	200,130.04	200,490.00	201,246.00	1,115.96	5,288.89	5.469	0.511 0.534
91282CFK2	UNITED STATES TREASURY	09/15/2025	300,000.00	298,243.40	292,769.53	298,785.00	541.61	4,843.92	4.649	0.522 0.545
17325FBA5	CITIBANK NA	09/29/2025	250,000.00	249,951.22	249,832.50	251,595.00	1,643.78	6,189.78	5.900	0.482 0.583
14041NGB1	COMET 2022-3 A	10/15/2025	200,000.00	199,771.53	199,156.25	200,702.00	930.47	440.00	5.200	0.608 0.627
3133EPMB8	FEDERAL FARM CREDIT BANKS FUNDING CORP	12/08/2025	300,000.00	298,926.27	296,577.00	299,775.00	848.73	2,853.13	4.621	0.752 0.775
3133EPW68	FEDERAL FARM CREDIT BANKS FUNDING CORP	01/22/2026	500,000.00	499,001.84	497,790.00	499,840.00	838.16	2,234.38	4.360	0.872 0.898
3133ERNJ6	FEDERAL FARM CREDIT BANKS FUNDING CORP	02/06/2026	500,000.00	501,657.38	502,520.00	501,445.00	-212.38	1,562.50	4.129	0.909 0.939
91282CGL9	UNITED STATES TREASURY	02/15/2026	350,000.00	347,799.46	344,175.78	349,429.50	1,630.04	541.44	4.702	0.935 0.964
3133EPNV3	FEDERAL FARM CREDIT BANKS FUNDING CORP	03/30/2026	300,000.00	299,640.93	299,085.00	300,684.00	1,043.07	5,505.21	4.496	1.036 1.082
3133EPPR0	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/10/2026	400,000.00	399,614.24	399,045.60	402,132.00	2,517.76	7,245.83	4.721	1.061 1.112
14913JAA8	CATERPILLAR FINANCIAL SERVICES CORP	05/15/2026	150,000.00	149,281.14	148,278.00	150,244.50	963.36	1,921.25	4.779	1.158 1.208
3133EPUD5	FEDERAL FARM CREDIT BANKS FUNDING CORP	05/28/2026	300,000.00	299,621.27	299,160.60	302,187.00	2,565.73	3,681.25	4.863	1.191 1.244
24422EWX3	JOHN DEERE CAPITAL CORP	06/08/2026	150,000.00	149,994.83	149,988.00	150,934.50	939.67	1,642.71	4.752	1.218 1.274
89239KAC5	TAOT 2022-A A3	06/15/2026	32,562.73	32,010.82	31,342.90	32,420.43	409.61	17.80	5.555	0.153 1.293
3133EPNG6	FEDERAL FARM CREDIT BANKS FUNDING CORP	06/23/2026	300,000.00	299,859.71	299,679.00	301,311.00	1,451.29	2,479.17	4.413	1.262 1.315
3133EPQC2	FEDERAL FARM CREDIT BANKS FUNDING CORP	07/17/2026	250,000.00	249,811.32	249,595.25	251,580.00	1,768.68	1,413.19	4.684	1.325 1.381



# CHWD Holdings Report

As of 02/28/2025

# CHWD\_Total Portfolio (354503)

Dated: 03/06/2025

Identifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain/Loss	Accrued Balance	Book Yield	GPA Effective Duration, Years to Final Maturity
78016FZZ0	ROYAL BANK OF CANADA	07/20/2026	150,000.00	149,813.71	149,596.50	151,755.00	1,941.29	888.33	5.298	1.328 1.389
06051GLA5	BANK OF AMERICA CORP	07/22/2026	150,000.00	149,578.08	147,766.50	150,064.50	486.42	784.39	5.363	0.393 1.394
797272RN3	SAN DIEGO CALIF CMNTY COLLEGE DIST	08/01/2026	145,000.00	138,802.41	131,719.45	139,729.25	926.84	174.60	4.718	1.386 1.422
94988J6D4	WELLS FARGO BANK NA	08/07/2026	250,000.00	249,954.50	249,905.00	253,567.50	3,613.00	908.33	5.464	1.296 1.438
3133EPSW6	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/14/2026	350,000.00	349,870.67	349,733.30	352,103.50	2,232.83	743.75	4.527	1.400 1.457
3130AWTQ3	FEDERAL HOME LOAN BANKS	09/11/2026	350,000.00	349,051.61	348,110.00	352,838.50	3,786.89	7,644.10	4.814	1.440 1.534
91282CLS8	UNITED STATES TREASURY	10/31/2026	525,000.00	522,784.78	522,621.09	525,819.00	3,034.22	7,238.69	4.388	1.577 1.671
78016EZZ3	ROYAL BANK OF CANADA	11/02/2026	200,000.00	188,709.45	177,770.00	190,526.00	1,816.55	925.56	5.114	1.621 1.676
13067WRD6	CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/01/2026	165,000.00	154,159.18	145,063.05	156,132.90	1,973.72	379.50	5.028	1.709 1.756
17325FBC1	CITIBANK NA	12/04/2026	250,000.00	252,384.21	254,080.00	254,392.50	2,008.29	3,315.67	4.872	1.579 1.764
3130ATVE4	FEDERAL HOME LOAN BANKS	12/11/2026	500,000.00	505,357.79	506,825.00	503,900.00	-1,457.79	5,000.00	3.864	1.687 1.783
91282CJT9	UNITED STATES TREASURY	01/15/2027	500,000.00	498,899.52	498,261.72	499,940.00	1,040.48	2,486.19	4.125	1.785 1.879
912828Z78	UNITED STATES TREASURY	01/31/2027	375,000.00	355,635.06	339,667.97	357,862.50	2,227.44	450.62	4.438	1.863 1.923
3130A3DU5	FEDERAL HOME LOAN BANKS	03/12/2027	500,000.00	492,051.79	490,142.50	491,040.00	-1,011.79	7,041.67	3.827	1.927 2.033
91282CKE0	UNITED STATES TREASURY	03/15/2027	500,000.00	500,045.55	500,058.59	502,480.00	2,434.45	9,803.18	4.244	1.902 2.041
3133ENV9	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/26/2027	350,000.00	338,688.99	330,400.00	340,431.00	1,742.01	3,493.92	4.522	2.047 2.156
91412HFP3	UNIVERSITY CALIF REVS	05/15/2027	200,000.00	187,564.76	178,080.00	188,218.00	653.24	804.42	4.469	2.134 2.208
3133ERFJ5	FEDERAL FARM CREDIT BANKS FUNDING CORP	05/20/2027	500,000.00	507,286.72	508,888.00	504,850.00	-2,436.72	6,312.50	3.802	2.079 2.222
91282CEW7	UNITED STATES TREASURY	06/30/2027	300,000.00	294,028.64	289,699.22	295,278.00	1,249.37	1,616.02	4.187	2.214 2.334
7994082A6	SAN RAMON VALLEY CALIF UNI SCH DIST	08/01/2027	250,000.00	230,915.76	218,142.50	233,617.50	2,701.74	246.67	4.688	2.347 2.422
799038NS9	SAN MATEO CNTY CALIF CMNTY COLLEGE DIST	09/01/2027	220,000.00	203,703.95	192,810.20	206,507.40	2,803.45	1,613.70	4.768	2.403 2.507
65480BAD9	NAROT 2021-A A4	09/15/2027	140,533.83	133,470.45	128,797.06	138,683.00	5,212.54	35.60	5.002	0.392 2.545
91282CFM8	UNITED STATES TREASURY	09/30/2027	300,000.00	299,716.65	299,531.25	301,173.00	1,456.35	5,167.58	4.164	2.391 2.586
419792DB9	HAWAII ST	10/01/2027	200,000.00	194,578.36	191,052.00	195,784.00	1,205.64	2,791.67	4.514	2.195 2.589
89236TKL8	TOYOTA MOTOR CREDIT CORP	11/10/2027	150,000.00	152,153.96	153,498.00	154,059.00	1,905.04	2,520.63	4.850	2.458 2.698
12663JAC5	CNH 2022-B A3	11/15/2027	175,427.54	172,461.96	170,671.81	174,620.57	2,158.61	303.29	5.368	0.593 2.712
023135CP9	AMAZON.COM INC	12/01/2027	150,000.00	149,738.35	149,578.50	151,402.50	1,664.15	1,706.25	4.620	2.488 2.756
142921AD7	CARMX 2023-2 A3	01/18/2028	200,000.00	199,550.92	199,289.06	200,850.00	1,299.08	448.89	5.252	0.829 2.887
24422EWR6	JOHN DEERE CAPITAL CORP	01/20/2028	150,000.00	150,070.16	150,111.00	152,029.50	1,959.34	811.46	4.731	2.670 2.893
3133EPAV7	FEDERAL FARM CREDIT BANKS FUNDING CORP	02/14/2028	250,000.00	248,136.66	247,082.50	248,792.50	655.84	457.47	4.154	2.766 2.961



# CHWD Holdings Report

As of 02/28/2025

# CHWD\_Total Portfolio (354503)

Dated: 03/06/2025

Identifier	Description	Final Maturity	Par Amount	Book Value	Original Cost	Market Value	Net Unrealized Gain/Loss	Accrued Balance	Book Yield	GPA Effective Duration, Years to Final Maturity
912833RY8	UNITED STATES TREASURY	02/15/2028	700,000.00	619,616.36	619,542.00	620,676.00	1,059.64	0.00	4.162	2.905 2.964
931142FB4	WALMART INC	04/15/2028	150,000.00	148,103.21	147,082.50	149,085.00	981.79	2,210.00	4.352	2.844 3.129
46647PDA1	JPMORGAN CHASE & CO	04/26/2028	150,000.00	147,075.24	144,790.50	149,052.00	1,976.76	2,251.56	5.145	2.011 3.159
91282CCE9	UNITED STATES TREASURY	05/31/2028	300,000.00	275,233.14	262,359.38	275,250.00	16.86	937.50	4.082	3.122 3.255
3130AWN63	FEDERAL HOME LOAN BANKS	06/30/2028	300,000.00	299,285.54	298,938.00	300,147.00	861.46	2,033.33	4.080	3.078 3.337
419792YT7	HAWAII ST	08/01/2028	200,000.00	178,982.58	169,290.00	180,438.00	1,455.42	190.83	4.623	3.292 3.424
459058KW2	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	08/01/2028	500,000.00	507,337.69	509,670.00	508,595.00	1,257.31	1,927.08	4.150	3.135 3.424
3133EPUN3	FEDERAL FARM CREDIT BANKS FUNDING CORP	08/28/2028	350,000.00	351,706.58	352,439.50	355,260.50	3,553.92	131.25	4.328	3.214 3.498
91282CDF5	UNITED STATES TREASURY	10/31/2028	650,000.00	602,275.85	596,933.60	592,644.00	-9,631.85	2,987.40	3.542	3.498 3.674
45950VSM9	INTERNATIONAL FINANCE CORP	11/27/2028	250,000.00	253,724.56	254,912.50	254,015.00	290.44	2,937.50	4.056	3.387 3.747
3130AXQK7	FEDERAL HOME LOAN BANKS	12/08/2028	500,000.00	511,466.51	514,770.00	512,510.00	1,043.49	5,475.69	4.071	3.404 3.778
91282CDW8	UNITED STATES TREASURY	01/31/2029	425,000.00	391,376.26	382,101.56	390,668.50	-707.76	595.82	3.997	3.722 3.925
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK	02/15/2029	450,000.00	448,256.51	447,825.15	450,423.00	2,166.49	825.00	4.233	3.618 3.966
45950VSZ0	INTERNATIONAL FINANCE CORP	03/27/2029	500,000.00	492,356.72	490,789.00	505,270.00	12,913.28	9,357.64	4.800	3.642 4.074
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP	04/30/2029	625,000.00	632,389.07	633,768.75	640,975.00	8,585.93	9,978.30	4.430	3.707 4.167
91282CES6	UNITED STATES TREASURY	05/31/2029	650,000.00	610,352.26	604,144.53	618,338.50	7,986.24	4,468.75	4.360	3.930 4.252
91282CFC0	UNITED STATES TREASURY	07/31/2029	500,000.00	470,637.49	468,398.44	472,265.00	1,627.51	1,051.45	4.101	4.106 4.419
91282CFJ5	UNITED STATES TREASURY	08/31/2029	400,000.00	392,351.72	391,546.88	385,484.00	-6,867.72	33.97	3.593	4.143 4.504
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM	10/16/2029	450,000.00	442,313.78	441,909.00	445,630.50	3,316.72	6,539.06	4.287	4.139 4.630
91282CFY2	UNITED STATES TREASURY	11/30/2029	500,000.00	494,859.99	494,628.91	496,955.00	2,095.01	4,843.75	4.116	4.259 4.753
---	---	<b>10/08/2026</b>	<b>34,154,127.70</b>	<b>33,733,122.00</b>	<b>33,515,788.21</b>	<b>33,839,678.65</b>	<b>106,556.64</b>	<b>198,940.01</b>	<b>4.218</b>	<b>1.459 1.609</b>

\* Weighted by: Market Value. \* Holdings Displayed by: Lot.



This report is for general informational purposes only and is not intended to provide specific advice or recommendations. Government Portfolio Advisors (GPA) is an investment advisor registered with the Securities and Exchange Commission and is required to maintain a written disclosure statement of our background and business experience.

**Questions About an Account:** GPA's monthly & quarterly reports are intended to detail the investment advisory activity managed by GPA. The custodial bank maintains the control of assets and settles all investment transactions. The custodial statement is the official record of security and cash holdings and transactions. GPA recognizes that clients may use these reports to facilitate record keeping and that the custodial bank statement and the GPA report should be reconciled, and differences documented.

**Trade Date versus Settlement Date:** Many custodial banks use settlement date basis and post coupons or maturities on the following business days when they occur on weekend. These items may result in the need to reconcile due to a timing difference. GPA reports are on a trade date basis in accordance with GIPS performance standards. GPA can provide all account settings to support the reason for any variance.

**Bank Deposits and Pooled Investment Funds Held in Liquidity Accounts Away from the Custodial Bank are Referred to as Line Item Securities:** GPA relies on the information provided by clients when reporting pool balances, bank balances and other assets that are not held at the client's custodial bank. GPA does not guarantee the accuracy of information received from third parties. Balances cannot be adjusted once submitted however corrective transactions can be entered as adjustments in the following months activity. Assets held outside the custodial bank that are reported to GPA are included in GPA's oversight compliance reporting and strategic plan.

**Account Control:** GPA does not have the authority to withdraw or deposit funds from or to any client's custodial account. Clients retain responsibility for the deposit and withdrawal of funds to the custodial account. Our clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

**Custodial Bank Interface:** Our contract provides for the ability for GPA to interface into our client's custodial bank to reconcile transactions, maturities and coupon payments. The GPA client portal will be available to all clients to access this information directly at any time.

**Market Price:** Generally, GPA has set all securities market pricing to match custodial bank pricing. There may be certain securities that will require pricing override due to inaccurate custodial bank pricing that will otherwise distort portfolio performance returns. GPA may utilize Refinitiv pricing source for commercial paper, discount notes and supranational bonds when custodial bank pricing does not reflect current market levels. The pricing variances are obvious when market yields are distorted from the current market levels.

**Performance Calculation:** Historical returns are presented as time-weighted total return values and are presented gross and net of fees.

**Amortized Cost:** The original cost on the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discounts or premiums are amortized on a straight-line basis on all securities. This can be changed at the client's request.

**Callable Securities:** Securities subject to redemption in whole or in part prior to the stated final maturity at the discretion of the security's issuer are referred to as "callable". Certain call dates may not show up on the report if the call date has passed or if the security is continuously callable until maturity date. Bonds purchased at a premium will be amortized to the next call date while all other callable securities will be amortized to maturity. If the bond is amortized to the call date, amortization will be reflected to that date and once the call date passes, the bond will be fully amortized.

**Duration:** The duration is the effective duration. Duration on callable securities is based on the probability of the security being called given market rates and security characteristics.

**Benchmark Duration:** The benchmark duration is based on the duration of the stated benchmark that is assigned to each account.

**Rating:** Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

**Coupon Payments and Maturities on Weekends:** On occasion, coupon payments and maturities occur on a weekend or holiday. GPA's report settings are on the accrual basis so the coupon postings and maturities will be accounted for in the period earned. The bank may be set at a cash basis, which may result in a reconciliation variance.

**Cash and Cash Equivalents:** GPA has defined cash and cash equivalents to be cash, bank deposits, LGIP pools and repurchase agreements. This may vary from your custodial bank which typically defines cash and equivalents as all securities that mature under 90 days. Check with your custodial bank to understand their methodology.

**Account Settings:** GPA has the portfolio settings at the lot level, if a security is sold our setting will remove the lowest cost security first. First-in-first-out (FIFO) settings are available at the client's request.

**Historical Numbers:** Data was transferred from GPA's legacy system, however, variances may exist from the data received due to a change of settings on Clearwater. GPA is utilizing this information for historical return data with the understanding the accrual settings and pricing sources may differ slightly.

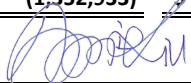
**Financial Situation:** In order to better serve you, GPA should be promptly notified of any material change in your investment objective or financial situation.

**No Guarantee:** The securities in the portfolio are not guaranteed or otherwise protected by GPA, the FDIC (except for non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested.



**TREASURER'S REPORT OF ACCOUNT BALANCES**  
**2/28/2025**

Fund Name	Beginning Balance 01/1/2025	Year to Date Transfers In / Collections	Year to Date Transfers Out	Current Month Transfers In / Collections	Current Month Transfers Out	Ending Balance 02/28/2025	2025 Target Balance per Policy
Operating Reserve	\$ 3,943,592					\$ 3,943,592	\$ 3,892,710
Operating Fund	\$ 14,377,842	\$ 1,861,396	\$ (2,260,883)	1,561,695	(1,352,933)	\$ 14,187,118	N/A
Rate Stabilization Fund	\$ 1,000,000					\$ 1,000,000	\$ 1,000,000
Capital Improvement Reserve	\$ 3,146,633					\$ 3,146,633	\$ 3,146,633
Restricted for Debt Service	\$ -					\$ -	N/A
Water Supply Reserve	\$ 3,023,173					\$ 3,023,173	N/A
Water Efficiency Reserve	\$ 200,000					\$ 200,000	N/A
Water Meter Replacement Reserve	\$ 2,125,000					\$ 2,125,000	N/A
Water Main Reserve - Project 2030	\$ 4,272,713	\$ 116,275		\$ 151,362		\$ 4,540,351	N/A
Fleet Equipment Reserve	\$ 471,395					\$ 471,395	\$ 471,395
Employment-Related Benefits Reserve	\$ 1,015,536					\$ 1,015,536	\$ 1,015,536
	<u>\$ 33,575,885</u>	<u>\$ 1,977,672</u>	<u>\$ (2,260,883)</u>	<u>\$ 1,713,057</u>	<u>\$ (1,352,933)</u>	<u>\$ 33,652,798</u>	<u>\$ 9,526,274</u>

  
ANNIE Y. LIU, Treasurer

**TREASURER'S REPORT OF FUND BALANCES**  
**February 28, 2025**

**Fund Transfers Summary:**

**Operating Fund:**

Fund Collected/Transferred	\$ 1,861,396
Fund Disbursed/Transferred	\$ <u>(1,352,933)</u>
<b>Net Fund Transferred:</b>	<b>\$ 508,463</b>
<b><u>Water Main Reserve - Project 2030</u></b>	<b><u>\$ 151,362</u></b>
<b>NET CHANGES- ALL FUNDS</b>	<b><u><u>\$ 659,825</u></u></b>

Citrus Heights Water District  
Budget Performance Report  
As of 02/28/2025

	February Actual	Year-to-Date Actual	Year-to-Date Budget	YTD Variance Amount	Percent of Total Budget	Approved Budget
Revenues						
Metered Service Charges	\$1,152,352.14	\$2,236,400.06	\$2,280,411.53	(44,011.47)	16%	\$13,761,219.83
Metered Water Deliveries	368,617.83	790,477.21	803,371.61	(12,894.40)	10%	7,729,492.26
Water Main Replacement Revenue	151,362.25	267,637.51	282,241.17	(14,603.66)	18%	1,466,376.28
Penalties	10,737.11	17,293.09	31,427.93	(14,134.84)	9%	188,431.82
Interest	28,728.68	62,716.95	50,000.00	12,716.95	6%	1,000,000.00
Backflow Fees	8,614.72	14,439.52	16,397.35	(1,957.83)	17%	86,293.14
Water Service Install & S&R	1,670.48	12,397.44	7,293.74	5,103.70	28%	43,762.42
Miscellaneous *			545.48	(545.48)	0%	3,272.87
Cost Reimbursements			1,864.98	-	-	10,029.69
Income - Wheeling Water			9,219.78	-	-	55,318.65
Income - Connection Fees		11,784.88	40,027.63	(28,242.75)	5%	240,165.80
Total Revenue	<b>1,722,083.21</b>	<b>3,413,146.66</b>	<b>3,522,801.19</b>	<b>(98,569.78)</b>	<b>14%</b>	<b>24,584,362.76</b>
*includes Assessments, New Account, Back Charges & other Miscellaneous Revenue Sources						
Operating Expenses						
Cost of Water						
Purchased Water		631,758.75	738,745.43	(106,986.68)	20%	3,141,035.05
Ground Water	62,316.30	131,810.82	184,935.93	(53,125.11)	11%	1,212,931.83
	<b>62,316.30</b>	<b>763,569.57</b>	<b>923,681.36</b>	<b>(160,111.79)</b>	<b>18%</b>	<b>4,353,966.88</b>
Labor & Benefits						
Labor Regular	447,762.99	1,011,259.32	853,931.41	157,327.91	25%	4,085,127.08
Labor Non-Regular	207.11	289.45	15,200.00	(14,910.55)	0%	91,200.00
Labor Taxes	34,813.82	84,681.91	53,913.55	30,768.36	23%	371,863.07
Labor Workers Comp				-	-	119,401.08
Labor External	1,050.00	1,050.00		1,050.00	-	702,596.04
Benefits Med/Den/Vis	109,630.98	177,496.99	148,892.00	28,604.99	23%	784,895.96
Benefits LTD/Life/EAP	12,985.34	18,614.46	17,473.92	1,140.54	24%	75,987.03
Benefits CalPers	39,835.24	53,737.03	69,860.57	(16,123.54)	11%	490,728.04
Benefits Other	21,617.86	28,879.42	79,221.92	(50,342.50)	7%	440,448.95
Benefits OPEB			15,478.66	(15,478.66)	0%	92,871.96
Benefit Retiree Expenses	6,523.90	11,390.16	3,992.09	7,398.07	12%	94,641.01
Benefit GASB 68	267,574.50	267,574.50	275,000.00	(7,425.50)	-	476,282.84
Benefit UAL OPEB				-	-	16,055.04
Capitalized Labor & Benefit Contra	(10,561.74)	(18,119.15)		(18,119.15)	-	-

Citrus Heights Water District  
Budget Performance Report  
As of 02/28/2025

	February Actual	Year-to-Date Actual	Year-to-Date Budget	YTD Variance Amount	Percent of Total Budget	Approved Budget
	<b>931,440.00</b>	<b>1,636,854.09</b>	<b>1,532,964.12</b>	<b>103,889.97</b>	<b>21%</b>	<b>7,842,098.10</b>
General & Administrative						
Fees & Charges	20,119.40	21,092.73	34,773.34	(13,680.61)	10%	216,257.92
Regulatory Compliance/Permits	2,332.00	92,580.64	157,559.40	(64,978.76)	39%	239,900.00
District Events & Recognition	3,980.52	3,931.97	6,686.02	(2,754.05)	7%	57,999.98
Maintenance/Licensing	146,420.80	177,035.15	176,307.74	727.41	66%	269,300.00
Equipment Maintenance	4,614.08	14,409.93	14,020.41	389.52	8%	178,899.96
Professional Development	35,313.90	36,230.80	31,296.63	4,934.17	23%	158,749.97
Department Admin		3,000.00	17,500.02	(14,500.02)	3%	105,000.12
Dues & Subscriptions	98,934.80	131,530.99	49,935.74	81,595.25	81%	161,569.99
Facility Improvements			5,000.00		-	30,000.00
Fuel & Oil	8,250.27	9,033.63	10,567.78	(1,534.15)	11%	79,000.00
General Supplies	11,191.16	15,263.14	13,752.90	1,510.24	12%	124,045.02
Insurance - Auto/Prop/Liab	117,901.67	116,252.47	131,720.24	(15,467.77)	52%	225,000.05
Leasing/Equipment Rental	12,706.81	11,792.76	23,929.19	(12,136.43)	12%	96,699.99
Parts & Materials	42,037.22	132,889.97	78,721.06	54,168.91	74%	180,000.00
Postage/Shipping/Freight	5,623.99	11,142.23	16,631.23	(5,489.00)	10%	114,999.99
Rebates & Incentives	1,096.02	1,621.02	1,833.30	(212.28)	8%	19,100.01
Telecom/Network	4,837.13	11,406.01	5,932.36	5,473.65	15%	75,480.02
Tools & Equipment	4,635.25	10,893.50	3,556.97	7,336.53	15%	71,449.98
Utilities	5,067.13	4,351.01	8,470.02	(4,119.01)	7%	59,222.99
Capitalized G&A Contra	(18,317.32)	(39,339.09)		(39,339.09)	-	-
Capitalized Equipment Contra	(26,999.55)	(56,407.22)		(56,407.22)	-	-
	<b>479,745.28</b>	<b>708,711.64</b>	<b>788,194.35</b>	<b>(79,482.71)</b>	<b>29%</b>	<b>2,462,675.99</b>
Professional & Contract Services						
Support Services	140,990.53	175,889.78	216,081.12	(40,191.34)	6%	2,814,894.93
Legal Services	52,246.50	46,584.00	37,937.78	8,646.22	8%	556,199.97
Printing Services	1,009.19	8,593.04	7,866.08	726.96	27%	32,149.94
	<b>194,246.22</b>	<b>231,066.82</b>	<b>261,884.98</b>	<b>(30,818.16)</b>	<b>7%</b>	<b>3,403,244.84</b>
Total Operating Expenses	<b>1,668,348.49</b>	<b>3,345,902.36</b>	<b>3,525,058.15</b>	<b>(179,155.79)</b>	<b>18%</b>	<b>18,232,773.85</b>
Net Income / (Expense)	<b>\$ 53,734.72</b>	<b>\$ 67,244.30</b>	<b>\$ (2,256.96)</b>	<b>\$ 69,501.26</b>	<b>1%</b>	<b>\$ 6,351,588.91</b>

Citrus Heights Water District  
 Capital Projects Summary  
 Fiscal Period End as of 02/2025

Project Number	Project Name	Project Forecast Budget	AMOUNTS PAID			PROJECTION
			Month to Date	Year to Date	Project to Date	Remaining Budget for Total Project
C25-004	Annual Tech Hardware & Softwar	\$100,000	\$0	\$0	\$0	\$100,000
C25-005	Annual Facilities Improvements	\$112,000	\$0	\$0	\$0	\$112,000
C25-010	Annual Water Main Pip Replac	\$53,000	\$1,891	\$1,891	\$1,891	\$51,109
C25-011	Annual Valve Replacements	\$135,000	\$20	\$20	\$20	\$174,459
C25-012	Annual Water Service Connectio	\$1,510,000	\$41,341	\$85,208	\$85,208	\$1,424,792
C25-013	Annual Water Meter Replacement	\$130,000	\$931	\$2,195	\$2,195	\$127,806
C25-014	Annual Fire Hydrants Repl, Upg	\$175,000	\$0	\$936	\$936	\$174,064
C25-020	Annual Groundwater Wel Improve	\$200,000	\$0	\$0	\$0	\$200,000
C25-040	Annual Other City Partnerships	\$100,000	\$366	\$366	\$366	\$99,634
C25-041	Misc Infrastructure Projects	\$100,000	\$0	\$0	\$0	\$100,000
<b>Construction in Progress</b>		<b>\$2,615,000</b>	<b>\$44,548</b>	<b>\$90,614</b>	<b>\$90,614</b>	<b>\$2,563,864</b>
C24-003	Fleet/Field Operations Equip	\$330,000	\$46,946	\$46,946	\$296,623	\$33,377
C25-003	Fleet/Field Operations Equip	\$40,000	\$0	\$0	\$0	\$40,000
<b>Fleet and Equipment</b>		<b>\$1,437,816</b>	<b>\$0</b>	<b>(\$1)</b>	<b>(\$5,774)</b>	<b>\$1,443,590</b>
C16-134	Auburn Blvd-Rusch Park Placer	\$900,285	\$0	\$1,057	\$82,937	\$817,348
C24-101	Minnesota Drive	\$727,000	\$42,126	\$45,059	\$103,150	\$623,850
C24-102	Fair Oaks Blvd at Leafcrest Wy	\$615,000	\$3,995	\$8,590	\$51,643	\$563,357
C24-103	Menke Way	\$103,000	\$0	\$0	\$0	\$103,000
C25-101	Greenback Ln - Birdcage St to	\$900,000	\$0	\$0	\$0	\$900,000
C25-102	Greenback - Sunrise Blvd to Bi	\$100,000	\$0	\$0	\$0	\$100,000
C25-103	Donnawood Way	\$100,000	\$0	\$0	\$0	\$100,000
<b>Water Mains</b>		<b>\$2,345,285</b>	<b>\$46,121</b>	<b>\$54,706</b>	<b>\$237,730</b>	<b>\$2,107,555</b>
C25-104	Corporation Yard and Admin Fac	\$3,000,000	\$0	\$0	\$5,549	\$2,994,451
C25-105	ERP System	\$400,000	\$0	\$0	\$0	\$400,000
C25-106	SCADA Upgrade	\$120,000	\$0	\$0	\$0	\$120,000
<b>Miscellaneous Projects</b>		<b>\$3,400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,549</b>	<b>\$3,394,451</b>
C20-107	Well #7 Ella	\$4,442,536	\$1,200	\$183,886	\$1,627,919	\$2,814,617
C23-103	Well #8 Highland	\$5,300,000	\$0	\$709	\$70,227	\$5,229,773
<b>Wells</b>		<b>\$9,742,536</b>	<b>\$1,200</b>	<b>\$184,595</b>	<b>\$1,698,146</b>	<b>\$8,044,390</b>
<b>Grand Totals</b>		<b>\$19,540,637</b>	<b>\$91,869</b>	<b>\$329,914</b>	<b>\$2,026,265</b>	<b>\$17,553,851</b>

## FEBRUARY 2025 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
79371	DANIEL OR NATALIE BURNETT	Customer Refund	\$81.77
79372	PATRICIA A OWEN	Customer Refund	\$253.19
79373	MAUREEN DALE SMITH TRUST	Customer Refund	\$13.05
79374	DREW TITUS	Customer Refund	\$43.21
79375	MIKE OR DIANE F LANTHIER	Customer Refund	\$178.24
79376	JENNIFER A VAZQUEZ	Customer Refund	\$51.30
79377	AUBURN OAKS CENTER LLC	Customer Refund	\$247.00
79378	GHILOTTI BROS CONTACTORS	Customer Refund	\$1,544.41
79379	ACWA JPIA	Workers Comp Insurance	\$27,058.59
79380	AFLAC	Employee Paid Insurance	\$187.46
79381	ANSWERNET	Telephone-Answering Service	\$342.35
79382	BLUE JAY TRUCKING INC	Contract Services-Other	\$1,926.25
79383	BSK ASSOCIATES	Water Analysis	\$1,186.88
79384	CDW GOVERNMENT INC	Maintenance/Licensing	\$3,974.66
79385	CITY OF CITRUS HEIGHTS	Equipment Rental-Office	\$2,309.00
79386	CITRUS HEIGHTS CHAMBER OF COMMERCE	Dues & Subscriptions	\$1,515.00
79387	CITY OF CITRUS HEIGHTS	Permit Fees	\$4,302.83
79388	COVINO SMITH AND SIMON	Consulting Services	\$1,666.67
79389	EMPLOYEE RELATIONS INC	Contract Services-Other	\$616.60
79390	EVERBANK NA	Equipment Rental-Office	\$522.59
79391	GLADWELL GOVERNMENTAL SERVICES INC	Contract Services-Financial	\$350.00
79392	INTEGRITY ADMINISTRATORS INC	Health Insurance	\$250.88
79393	J4 SYSTEMS	Contract Services-Other	\$1,077.25
79394	MESSENGER PUBLISHING GROUP	Publication Notices	\$225.00
79395	NES INC	Contract Services-Engineering	\$6,739.00
79396	NINJIO LLC	Dues & Subscriptions	\$130.00
79397	NOWSPEED INC	Contract Services-Other	\$250.00
79398	PACE SUPPLY CORP	Material	\$3,480.30
79399	MELISSA PIERI	Professional Development	\$290.00
79400	REGIONAL GOVERNMENT SERVICES	Consulting Services	\$1,324.00
79401	SAGENT	Consulting Services	\$4,538.75
79402	LES SCHWAB TIRES	Repair-Trucks	\$1,023.94
79403	SMUD	Utilities	\$12,008.06
79404	SONITROL	Equipment Rental-Office	\$212.64
79405	STATE WATER RESOURCES CONTROL BOARD	Dues & Subscriptions	\$120.00
79406	TEE JANITORIAL MAINTENANCE	Janitorial	\$2,989.00
79407	TRILLIUM PUMPS USA INC	Material	\$178,440.33
79408	DENNIS E BURT	Customer Refund	\$165.60
79409	MARGARET L GRIMES	Customer Refund	\$48.24
79410	FIESOLE LLC	Customer Refund	\$53.37
79411	JEAN E JOHNSON	Customer Refund	\$27.89
79412	ROGER OR CHRISTINA M COBABE	Customer Refund	\$252.79
79413	RLS FUNDING INC	Customer Refund	\$211.98
79414	HARVEY A HYMAN	Customer Refund	\$135.52

## FEBRUARY 2025 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
79415	JENNIFER E PONTS	Customer Refund	\$68.21
79416	CITRUS HEIGHTS 23 LLC	Customer Refund	\$81.18
79417	ACWA JPIA	Liabilty & Comp Insurance	\$104.16
79418	AM CONSERVATION GROUP INC	Water Conservation-Material/Supplies	\$2,221.51
79419	ANG AUDIO VISUAL SERVICES	Contract Services-Miscellaneous	\$1,405.00
79420	AREA PORTABLE SERVICES	Equipment Rental-Field	\$116.68
79421	Jodi Ash	Contract Services-Miscellaneous	\$50.00
79422	AUL HEALTH BENEFIT TRUST MIDAMERICA	Health Insurance	\$6,804.06
79423	BEST BEST AND KRIEGER	Legal & Audit	\$21,765.50
79424	BSK ASSOCIATES	Water Analysis	\$663.92
79425	CITY OF CITRUS HEIGHTS	Equipment Rental-Office	\$1,594.00
79426	COLANTUONO HIGHSMITH WHATLEY PC	Legal & Audit	\$25,595.80
79427	CONSOLIDATED	Telephone-Local/Long Distance	\$3,244.85
79428	ROBIN COPE	Retiree Benefits	\$539.00
79429	CORE AND MAIN LP	Material	\$1,958.72
79430	CORELOGIC INFORMATION SOLUTIONS INC	Dues & Subscriptions	\$238.81
79431	COUNTY OF SACRAMENTO CLERK	Publication Notices	\$50.00
79432	DITCH WITCH	Equipment Maintenance	\$315.48
79433	JULIA EUNICE	Contract Services-Miscellaneous	\$25.00
79434	ERNESTINE FREEMAN	Retiree Benefits	\$185.00
79435	GOVERNMENT PORTFOLIO ADVISORS	Contract Services-Financial	\$1,411.55
79436	FERGUSON ENTERPRISES INC 1423	Material	\$21,534.50
79437	SUZANNE GUTHRIE	Contract Services-Miscellaneous	\$50.00
79438	HARRIS INDUSTRIAL GASES	Supplies-Field	\$4.95
79439	HUNT AND SONS INC	Gas & Oil	\$2,450.46
79440	KEITH ISON	Toilet Rebate Program	\$150.00
79441	J4 SYSTEMS	Contract Services-Other	\$799.20
79442	LIEBERT CASSIDY WHITMORE	Legal & Audit	\$5,495.00
79443	ERIC LINDBERG	Contract Services-Miscellaneous	\$50.00
79444	ANNIE LIU	Professional Development	\$230.00
79445	LOWES	Supplies-Field	\$645.70
79446	LSL CPAS	Contract Services-Financial	\$9,250.00
79447	CHRISTOPHER MCDUGAL	Customer Refund	\$35.74
79448	MESSENGER PUBLISHING GROUP	Publication Notices	\$324.00
79449	MIDAMERICA ADMINISTRATIVE RETIREMEN	Employee Paid Insurance	\$576.00



## FEBRUARY 2025 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
79450	MOONLIGHT BPO LLC	Contract Services-Bill Print/Mail	\$4,840.08
79451	BRITTNEY MOORE	Professional Development	\$1,950.00
79452	JENNA MOSER	Contract Services-Miscellaneous	\$50.00
79453	NAPA AUTO PARTS	Repair-Equipment	\$210.01
79454	NAVIANT	Maintenance Agreement-Software	\$21,880.75
79455	MICHAEL NISHIMURA	Contract Services-Miscellaneous	\$50.00
79456	NOR CAL PERLITE INC	Supplies-Field	\$3,169.59
79457	JACE A NUNES	Professional Development	\$250.00
79458	ODP BUSINESS SOLUTIONS LLC	Office Expense	\$179.17
79459	PACE SUPPLY CORP	Material	\$1,554.49
79460	PAT WEST LLC	Consulting Services	\$1,200.00
79461	Print Project Management	Contract Services-Other	\$43.10
79462	QUICK QUACK CAR WASH	Maintenance Agreement-Equipment	\$380.00
79463	RAY RIEHLE	Professional Development	\$250.00
79464	MARY LYNN SCHERRER	Retiree Benefits	\$185.00
79465	REBECCA SCOTT	Professional Development	\$250.00
79466	CARYL SHEEHAN	Customer Refund	\$340.00
79467	BRENT SOULIS	Toilet Rebate Program	\$150.00
79468	HILARY STRAUS	Professional Development	\$340.00
79469	STATE WATER RESOURCES CONTROL BOARD	Dues & Subscriptions	\$110.00
79470	A TEICHERT AND SON INC	Road Base	\$3,267.55
79471	THOMSON REUTERS	Dues & Subscriptions	\$150.85
79472	ANDREW TRAN	Professional Development	\$6,270.25
79473	MELINDA M TUPPER	Retiree Benefits	\$578.74
79474	ALAN UTZIG	Contract Services-Miscellaneous	\$50.00
79475	VORTEX INDUSTRIES	Contract Services-Office Repair/Maintenance	\$1,961.06
79476	WEX BANK	Gas & Oil	\$4,292.79
79477	DAVID WHEATON	Professional Development	\$340.00
79478	WOLF CONSULTING	Contract Services-Other	\$6,125.00
79479	JOSIE CARRUTH ESTATE	Customer Refund	\$167.60
79480	THE TAYLOR 2014 LIVING TRUST	Customer Refund	\$134.45
79481	STEVE BREITER	Toilet Rebate Program	\$150.00
79482	CITRUS HEIGHTS CHAMBER OF COMMERCE	Dues/Subscriptions	\$10,000.00
79483	COMCAST	Equipment Rental-Office	\$102.88
79484	SACRAMENTO COUNTY UTILITIES	Utilities	\$211.84
79485	GOVERNMENT FINANCE OFFICERS ASSOCIATION	Dues & Subscriptions	\$345.00
79486	DANIELLE GRECO	Toilet Rebate Program	\$150.00
79487	DANA HIGHTOWER	Toilet Rebate Program	\$150.00

## FEBRUARY 2025 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
79488	INDOOR ENVIRONMENTAL SERVICES	Maintenance Agreement-Equipment	\$1,419.60
79489	ALICIA JEWELL	Liabilty & Comp Insurance	\$460.00
79490	EDDIE MARKHAM	Toilet Rebate ProgRam	\$150.00
79491	MASON SMITH SUCCESS STRATEGIES	Consulting Services	\$4,500.00
79492	BRITTNEY MOORE	Professional Development	\$225.00
79493	NAVIANT	Maintenance Agreement-Software	\$5,217.00
79494	ONE PRINT SOURCE AND GRAPHICS	Printing	\$267.86
79495	ROBERT PERRICONE	Toilet Rebate Program	\$75.00
79496	PETTY CASH CHWD	Petty Cash	\$286.95
79497	PACIFIC GAS AND ELECTRIC	Utilities	\$366.28
79498	Print Project Management	Contract Services-Other	\$43.10
79499	RODRIGUEZ LIVING TRUST PATRICIA RODRIGUEZ	Customer Refund	\$247.00
79500	HILARY STRAUS	Professional Development	\$564.00
79501	STATE WATER RESOURCES CONTROL BOARD	Dues & Subscriptions	\$60.00
79502	WATERWISE CONSULTING INC	Contract Services-Water Conservation	\$150.00
79503	WIZIX TECHNOLOGY GROUP INC	Equipment Rental-Office	\$22.00
79504	COUNTY OF SACRAMENTO CLERK	Publication Notices	\$50.00
79505	STRONG FAMILY REVOC TRUST	Customer Refund	\$63.24
79506	METZGER FAMILY TRUST	Customer Refund	\$15.99
79507	JENNY ELLEN MCCOLLUM ESTATE	Customer Refund	\$20.62
79508	STANLEY OR AMBER Z JONES	Customer Refund	\$150.66
79509	JOHN P SILVEIRA	Customer Refund	\$138.33
79510	TM INVESTMENTS INC	Customer Refund	\$98.77
79511	GAIL S HOGAN 2017 TRUST	Customer Refund	\$29.00
79512	KAROLINA OR MARCUS W KNOX	Customer Refund	\$20.40
79513	WEICHERT WORKFORCE MOBILITY INC	Customer Refund	\$15.48
79514	DANIEL W SLAUSON	Customer Refund	\$221.00
79515	ALEXANDRA X ANGELES	Customer Refund	\$154.35
79516	HAZEL PROPERTIES LLC	Customer Refund	\$5,331.52
79517	ALEXANDERS CONTRACT SERVICES	Contract Services-Meter Reads	\$8,541.04
79518	CALIFORNIA NEVADA SECTION AWWA	Dues & Subscriptions	\$25.00
79519	BEST BEST AND KRIEGER	Legal & Audit	\$5,059.00
79520	BSK ASSOCIATES	Water Analysis	\$684.86
79521	CDW GOVERNMENT INC	Tools/Equipment	\$3,653.60
79522	COLANTUONO HIGHSMITH WHATLEY PC	Legal & Audit	\$4,347.00
79523	COUNTY OF SACRAMENTO	Permit Fees	\$365.75
79524	DITCH WITCH	Equipment Maintenance	\$956.02
79525	FAST ACTION PEST CONTROL	Janitorial	\$184.80

## FEBRUARY 2025 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
79526	IB CONSULTING LLC	Contract Services-Miscellaneous	\$11,498.88
79527	J4 SYSTEMS	Contract Services-Other	\$4,395.00
79528	ROGER KORTES	Toilet Rebate Program	\$46.02
79529	MINUTEMAN PRESS	Printing	\$63.03
79530	MOONLIGHT BPO LLC	Contract Services-Bill Print/Mail	\$5,959.62
79531	NAPA AUTO PARTS	Repair-Equipment	\$24.03
79532	OCCU MED	Contract Services-Miscellaneous	\$268.00
79533	RAWLES ENGINEERING INC	Contract Services-Engineering	\$36,337.50
79534	RESCUE TRAINING INSTITUTE INC	Contract Services-Other	\$144.30
79535	RGI CONSULTING LLC	Professional Development	\$9,786.20
79536	REGIONAL GOVERNMENT SERVICES	Consulting Services	\$17,605.80
79537	SAGENT	Consulting Services	\$8,901.25
79538	MICHAEL SHORTER	Professional Development	\$340.00
79539	TIM STYLES	Toilet Rebate Program	\$75.00
79540	TRILLIUM PUMPS USA INC	Material	\$1,200.00
79541	HENLEY PACIFIC LA LLC	Repair-Equipment	\$163.68
79542	VERIZON WIRELESS	Telephone-Wireless	\$340.07
<b>Total</b>			<b>\$585,558.37</b>

ACH	#005 LIEBERMANN	Consulting Services	\$4,690.00
ACH	#006 LIEBERMANN	Consulting Services	\$7,700.00
ACH	1168-2025-1 IC	Bank Fee	\$8,444.06
ACH	ADP 683220371	Contract Services-Financial	\$465.90
ACH	CHASE JANUARY 2025	Bank Fee	\$4,874.13
ACH	FIRST AMERICAN TITLE	Fixed Assets	\$50,000.00
ACH	ICMA 1/30/25 PAYDAY	Deferred Compensation	\$16,547.37
ACH	ICMA 2/13/25 PAYDAY	Deferred Compensation	\$13,684.34
ACH	ICMA 2/27/25 PAYDAY	Deferred Compensation	\$13,879.99
ACH	ICMA SPECIAL 2/5/25	Deferred Compensation	\$961.52
ACH	JP MORGAN JANUARY 2025	See February Agenda Item CC-9	\$17,052.37
ACH	MID AMERICA 2/11-2/17/25	Employee Paid Insurance	\$350.00
ACH	MID AMERICA 2/18-2/24/25	Employee Paid Insurance	\$830.00
ACH	PRINCIPAL MARCH 2025	Health Insurance	\$12,989.62
ACH	ADP 682711427	Contract Services-Financial	\$254.45
ACH	ADP 682063541	Contract Services-Financial	\$630.05
ACH	ADP 683728919	Contract Services-Financial	\$378.00
ACH	BMO JANUARY 2025	Bank Fee	\$1,855.39
ACH	CA CHOICE MARCH 2025	Health Insurance	\$53,026.97

FEBRUARY 2025 WARRANTS

<u>CHECK</u>	<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
ACH	PERS 1/30/25 PAYDAY	PERS	\$40,981.05
ACH	PERS 2/13/25 PAYDAY	PERS	\$32,352.14
ACH	VALIC 1/30/25 PAYDAY	Deferred Compensation	\$5,008.98
ACH	VALIC 2/13/25 PAYDAY	Deferred Compensation	\$2,883.14
ACH	VALIC 2/27/25 PAYDAY	Deferred Compensation	\$2,883.14
<b>Total</b>			<u>\$292,722.61</u>
<b>Grand Total</b>			<u>\$878,280.98</u>

**JP Morgan Purchase Card Distributions  
Feb-25**

<b>Name</b>	<b>Tools &amp; Equipment</b>	<b>District Events &amp; Recognition</b>	<b>Professional Development</b>	<b>General Supplies</b>	<b>Dues &amp; Subscription</b>	<b>Printing Services</b>	<b>Fees &amp; Charges</b>	<b>Equipment Maintenance</b>	<b>Support Services</b>	<b>Postage/Shipping/Freight</b>	<b>CIP</b>	<b>Total Bill</b>
Tran	\$ 1,328.10	\$ 40.46			\$ 62.12		\$ 141.85					\$ 1,572.53
Liu		\$ 710.93	\$ 33.00									\$ 743.93
Moore		\$ 792.21	\$ 291.06			\$ 2,110.27			\$ 772.00	\$ 15.55		\$ 3,981.09
Shepard		\$ 775.57	\$ 69.75	\$ 117.65	\$ 2.95					\$ 27.53		\$ 993.45
Shockley	\$ 154.34	\$ 577.49	\$ 19,437.66	\$ 488.30	\$ 462.00						\$ 55.00	\$ 21,174.79
Gordon					\$ 80.00							\$ 80.00
Spiers								\$ 5,122.14				\$ 5,122.14
Pieri		\$ 21.17	\$ 114.91									\$ 136.08
Scott			\$ 235.35									\$ 235.35
Straus		\$ 104.00									\$ 15.00	\$ 119.00
Cutler				\$ 29.63								\$ 29.63
Nunes				\$ 198.88								\$ 198.88
<b>Total Bill</b>	<b>\$ 1,482.44</b>	<b>\$ 3,021.83</b>	<b>\$ 20,181.73</b>	<b>\$ 834.46</b>	<b>\$ 607.07</b>	<b>\$ 2,110.27</b>	<b>\$ 141.85</b>	<b>\$ 5,122.14</b>	<b>\$ 772.00</b>	<b>\$ 43.08</b>	<b>\$ 70.00</b>	<b>\$ 34,386.87</b>

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MARCH 25, 2025 REGULAR MEETING

SUBJECT : EMPLOYEE RECOGNITION  
 STATUS : Information Item  
 REPORT DATE : February 27, 2025  
 PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk  
 Kayleigh Shepard, Management Analyst/Deputy Board Clerk

The following District employees were recognized for perfect attendance, outstanding customer service, and quality of work during the month of February 2025.

### Administrative Services

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Dana Mellado	Yes		Dana received a commendation from the District’s CAC facilitator, Jennifer Liebermann, thanking her for capturing detailed notes – and admiring her skill. Jennifer appreciated how quickly Dana completed the notes and how detailed they were.
Brittney Moore	Yes		Brittney handled a recent emergency incident with exceptional expertise. Despite the complexity and numerous property damage claims, she demonstrated outstanding customer engagement, professionalism and efficiency in managing the situation. Brittney communicated with all claimants, including those with language barriers, ensuring that everyone was heard and properly assisted.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Viviana Munoz	Yes	Viviana worked with other departments to improve how we answer customer questions. Viviana's dedication to enhancing communication and service has not gone unnoticed.	Viviana received a commendation from the District's CAC facilitator, Jennifer Liebermann, thanking her for capturing detailed notes – and admiring her skill. Jennifer appreciated how quickly Viviana completed the notes and how detailed they were.
Megan Selling	Yes		Recognizing Megan for her outstanding work in revamping the SMUD bill spreadsheet. She made it much more user-friendly and easier to understand, significantly improving how we track and analyze this information.
Kayleigh Shepard			Successfully led the coordination efforts for the February CAC meeting, demonstrating exceptional leadership abilities in guiding and directing staff.
Beth Shockley			Beth went above and beyond in two separate instances to successfully recover non-refundable expenses, ultimately saving the District funds. Her diligence and proactive approach demonstrate her strong commitment to responsible financial stewardship.
Mike Shorter	Yes		Mike was commended for his work with payroll staff to refine formulas in the benefits breakdown spreadsheet.
Desiree Smith	Yes	Worked with other departments to improve how we answer customer questions. Desiree's dedication to enhancing communication and service has not gone unnoticed.	

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Andy Tran	Yes	Assisted with an early morning computer crash, along with other related issues throughout the day. IT's dedication to internal customer service is truly appreciated.	Worked quickly to create a customized report to help Accounting staff prepare for an audit. What was expected to be a 4–5-hour data compilation was completed in less than an hour, saving valuable time and effort.  Operations staff commended Andy for his expertise and prompt responses for helpdesk tickets.
Torrance York		Assisted with an early morning computer crash, along with other related issues throughout the day. IT's dedication to internal customer service is truly appreciated.	

**Engineering Department**

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Tamar Dawson		Attended the Customer Advisory Committee meeting on 02/05/25.	
Todd Jordan	Yes	Prepared a pipeline condition assessment PowerPoint presentation and presented at the Customer Advisory Committee meeting on 02/05/25.	Prepared a PowerPoint presentation for facility improvement options and presented to the Board on 02/03/25.
Tim Katkanov	Yes		Passed the Water Distribution Operator Certification Grade 2 Test and the Treatment Operator Certification Grade 2 Test.



<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Ali Shafaq	Yes	<p>Prepared a Water System Master Plan PowerPoint presentation and presented at the Customer Advisory Committee meeting on 02/05/25.</p> <p>On 02/04/25, an engineer assisting with a development project came into the office and complimented Ali on his assistance and great service.</p>	

**Operations Department**

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Chris Bell			2/13 – A customer sent an email expressing his appreciation for the crew’s professionalism and the “get the job done” attitude during the water main break on Trilby Court. He also praised the crew’s response time and teamwork.
Jose Calvillo	Yes		<p>2/9 Sunday – Responded to emergency service replacement at Sweet Gum Court. (12:00am – 6:30am)</p> <p>2/13 – A customer sent an email expressing his appreciation for the crew’s professionalism and the “get the job done” attitude during the water main break on Trilby Court. He also praised the crew’s response time and teamwork.</p>
Aaron Cater	Yes		2/13 – A customer sent an email expressing his appreciation for the crew’s professionalism and the “get the job done” attitude during the water main break on Trilby Court. He also praised the crew’s response time and teamwork.

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Brady Chambers	Yes		2/15 Saturday – Assisted with emergency service repair on San Benito Way
Kelly Drake	Yes		
James Ferro			<p>2/9 Sunday – Responded to emergency service replacement on Sweet Gum Court. (12:00am – 6:30am)</p> <p>2/13 – A customer sent an email expressing his appreciation for the crew’s professionalism and the “get the job done” attitude during the water main break on Trilby Court. He also praised the crew’s response time and teamwork.</p>
Jarrett Flink			<p>2/9 Sunday – Responded to emergency service replacement on Sweet Gum Court. (12:00am – 6:30am)</p> <p>2/13 – A customer sent an email expressing his appreciation for the crew’s professionalism and the “get the job done” attitude during the water main break on Trilby Court. He also praised the crew’s response time and teamwork.</p>
Brandon Goad			<p>2/9 Sunday – Responded to emergency service replacement on Sweet Gum Court. (12:00am – 6:30am)</p> <p>2/13 – A customer sent an email expressing his appreciation for the crew’s professionalism and the “get the job done” attitude during the water main break on Trilby Court. He also praised the crew’s response time and teamwork.</p>

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
Brian Hensley	Yes		
Mike Mariedth		2/4 – A customer had a spigot that was broken off by a falling garbage can. She called in to commend “this amazing team (Mike & Ricky)”. She stated that they were “friendly, nice guys” who “worked quickly and kept everything calm and nice and it was really, really refreshing to have such wonderful people coming out and helping.” She said they were “very efficient and very kind.”	
Ricky Kelley		2/4 – A customer had a spigot that was broken off by a falling garbage can. She called in to commend “this amazing team (Mike & Ricky)”. She stated that they were “friendly, nice guys” who “worked quickly and kept everything calm and nice and it was really, really refreshing to have such wonderful people coming out and helping.” She said they were “very efficient and very kind.”	
Ryon Ridner			2/13 – A customer sent an email expressing his appreciation for the crew’s professionalism and the “get the job done” attitude during the water main break on Trilby Court. He also praised the crew’s response time and teamwork.
John Spinella		2/20 – A customer on Gingerblossom Drive stopped by to share his gratitude for the prompt and thorough assistance that Johnny provided in helping	

<u>Name</u>	<u>Attendance</u>	<u>Customer Service</u>	<u>Work Quality</u>
		him verify an irrigation leak on his property. He was very thankful for the service provided.	

**CITRUS HEIGHTS WATER DISTRICT  
DISTRICT STAFF REPORT TO BOARD OF DIRECTORS  
MARCH 25, 2025 REGULAR BOARD MEETING**

SUBJECT : LONG RANGE AGENDA  
 STATUS : Consent/Information Item  
 REPORT DATE : March 4, 2025  
 PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk

**OBJECTIVE:**  
 Listed below is the current Long Range Agenda.

Legend	
S	Study Session
CC	Consent Calendar
P	Presentation
B	Business
PH	Public Hearing
CL	Closed Session

CITRUS HEIGHTS WATER DISTRICT LONG RANGE AGENDA					
MEETING DATE	MEETING TYPE	ITEM DESCRIPTION	ASSIGNED	AGENDA TYPE	AGENDA ITEM
April 22, 2025					
April 22, 2025		Award of Contract for Fair Oaks Boulevard Water Main Project	Pieri	CC	A
April 22, 2025		Professional Services Agreement for Engineering Support Services with DMA Engineering Services	Pieri	CC	A
April 22, 2025		2025 Strategic Plan Update	Moore	CC	I/D
April 22, 2025		Professional Services Agreement for Meter Reading and Support Services with Alexander's Contract Services	Scott/Drake	B	A
April 22, 2025		Backflow Resolution	Scott	B	A
May 27, 2025					
May 27, 2025		Voter Designation for ACWA Election	Moore	CC	A
May 27, 2025		Annual Financial Report (ACFR)	Liu	CC	A
May 27, 2025	Annual	Poster Contest Presentation	Nunes	P	I/D
June 24, 2025					
June 24, 2025		Approval of 2026 Strategic Plan	Moore	CC	A
June 24, 2025	Every 3 Years	Public Health Goals	Hensley	PH	A
June 24, 2025		Finance Corporation Officer Appointment and Status of Financing Corporation	Liu	B	A
July 2025 Meeting Cancelled -Summer Recess					
August 26, 2025					
August 26, 2025	Annual	Budget Options/Prop 218 Direction	Liu/Straus	SS	I/D
September 23, 2025					
September 23, 2025	Annual	Refined Budget Options/Prop 218 Direction	Liu/Straus	SS	I/D
October 28, 2025					
October 28, 2025	Annual	Proposed Misc Fees and Charges	Liu	SS	A
November 18, 2025					
November 18, 2025		2026 Board Meeting Schedule	Moore	CC	I/D
December 15, 2025					
December 15, 2025	Annual	Committee Assignments	Moore	B	A
December 15, 2025	Annual	District Officers	Moore	B	A
December 15, 2025	Annual	Selection of President and Vice President	Moore	B	A

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MARCH 25, 2025 REGULAR MEETING

SUBJECT : ENGINEERING DEPARTMENT REPORT  
 STATUS : Information Item  
 REPORT DATE : March 10, 2025  
 PREPARED BY : Missy Pieri, Director of Engineering/District Engineer

Significant assignments and activities for the Engineering Department are summarized below. I will be available at the meeting to answer questions and/or provide additional details.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>PROJECT 2030 Water Main Replacement Project - Pipeline Condition Assessment</b>	Engineering	Director of Engineering, Principal Civil Engineer, Management Analyst	Yes, updates as necessary	Yes	Pipeline Condition Assessment	Segment 1 (42- inch): External Corrosion Direct Assessment in progress.  Pipeline Condition Assessment Protocol in process.  Quarter 2 update meeting on 03/27/25.

<b>Items of Interest</b>	<b>Department</b>	<b>Project Team</b>	<b>To Board? If so, Date</b>	<b>Strategic Planning Item</b>	<b>Item Description</b>	<b>Update from Last Report/ Current Status</b>
<b>DISTRICT ENGINEERING STANDARDS</b>	Engineering	Director of Engineering, Engineering and Operations Department	Yes, 04/22/25 (Anticipate Action by Board)	No	Develop Engineering Standards for Private Development Projects	Staff finalizing standards.  Anticipate presentation to Board in April 2025.
<b>DISTRICT POLICY UPDATE &amp; DEVELOPMENT (ENGINEERING RELATED)</b>	Engineering	Director of Engineering, Engineering and Operations Department	Yes, 04/22/25 (Anticipate Action by Board)	No	Develop and update District Policies that relate to Engineering/Development Projects	Staff finalizing policies.  Anticipate presentation to Board in April 2025.
<b>DISTRICT WATER SYSTEM MASTER PLAN</b>	Engineering	Director of Engineering, Principal Civil Engineer, Associate Civil Engineer	Yes, 10/22/24 (Award of Contract)	Yes	Update to the District's Existing Water System Master Plan	Progress meetings occurring for various elements of the report.  Draft Water System Master Plan anticipated in Q4 2025.
<b>District-wide Easement Project (Phase 4)</b>	Engineering	Director of Engineering and Assistant Engineer	Yes, updates as necessary	Yes	Obtaining easements for District-owned facilities.	Group 3 Easements in progress.  Group 4 Easements in progress.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p><b>CAPITAL IMPROVEMENT PROJECT Corporation Yard / Facilities Buildout</b></p>	<p>Engineering</p>	<p>Director of Engineering, Principal Civil Engineer, Management Analyst, Technical Advisory Committee</p>	<p>Yes, 07/17/19 (Award of Contract)  1/13/25, 2/3/25 (Options)</p>	<p>Yes</p>	<p>Program for office space requirements through 2045.</p>	<p>Alternative Analysis Report being prepared. 7803 Madison Ave property acquisition completed on 03/14/25.  Task Order, including scope of work, schedule and budget, for design (Plans, Specifications and Estimates (PSE)) being prepared by Consultant.</p>
<p><b>CAPITAL IMPROVEMENT PROJECT - Minnesota Dr Water Main Project</b></p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>Yes, 11/18/24 (Award of Contract)</p>	<p>Yes</p>	<p>2024 design, 2025 construction</p>	<p>Notice to Proceed issued in Jan 2025.  Construction 50% complete.</p>
<p><b>CAPITAL IMPROVEMENT PROJECT - Fair Oaks Blvd to Leafcrest Water Main Project</b></p>	<p>Engineering</p>	<p>Director of Engineering and Assistant Engineer</p>	<p>Yes, TBD</p>	<p>Yes</p>	<p>2024/25 design, 2025 construction</p>	<p>District preparing 90% plans.</p>



Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>CAPITAL IMPROVEMENT PROJECT - Greenback Ln (Sunrise Blvd to Birdcage St) Water Main Project</b>	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	Yes	2025 design, 2026 construction	District preparing 30% plans.  Survey of project area occurred February 2025.
<b>CAPITAL IMPROVEMENT PROJECT - Greenback Ln (Birdcage St to Burich Ave) Water Main Project</b>	Engineering	Director of Engineering and Assistant Engineer	Yes, TBD	Yes	2025 design, 2026 construction	District preparing 30% plans.  Survey of project area occurred February 2025.
<b>PRIVATE DEVELOPMENT 8043 Holly Dr Parcel Split 1 - 3</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel being split into 3 for 3 home subdivision.	Plan check fees paid 04/13/21.  Plans resigned 05/06/24.  Awaiting payment of fee balance.
<b>PRIVATE DEVELOPMENT 6031 Sunrise Vista Dr Apartments</b>	Engineering	Director of Engineering and Associate Civil Engineer	No	No	Proposed apartments.	All fees paid.  Awaiting water facilities construction.

<b>Items of Interest</b>	<b>Department</b>	<b>Project Team</b>	<b>To Board? If so, Date</b>	<b>Strategic Planning Item</b>	<b>Item Description</b>	<b>Update from Last Report/ Current Status</b>
<b>PRIVATE DEVELOPMENT 7975 Twin Oaks Ave Parcel Split 1 - 3</b>	Engineering	Director of Engineering and Associate Civil Engineer	No	No	Parcel Split - 1 to 3 lot split; 3 single family homes with frontage improvements.	All comments incorporated.  Awaiting payment of fees.
<b>PRIVATE DEVELOPMENT 7501 Greenglen Ave Parcel Split 1 - 2</b>	Engineering	Director of Engineering and Assistant Engineer	No	No	Parcel Split - 1 to 2 lot split per SB9; 2 single family homes.	All fees paid.  CHWD completed installation of water facilities on 12/02/24.
<b>PRIVATE DEVELOPMENT 7401 Mariposa Ave Parcel Split 1 - 2</b>	Engineering	Director of Engineering and Associate Civil Engineer	No	No	Parcel Split - 1 parcel to 2 parcels.	Parcel split approved by the City.  Improvement plans received from the developer on 10/04/24.  District provided plan review comments on 10/09/24.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>PRIVATE DEVELOPMENT 7939 Hanson Dr Parcel Split 1 - 2</b>	Engineering	Director of Engineering and Associate Civil Engineer	No	No	Parcel Split - 1 parcel to 2 parcels.	Received plans on 02/28/24.  District provided plan review comments on 03/04/24.
<b>PRIVATE DEVELOPMENT 7509 Twin Oaks Ave Food Truck Plaza</b>	Engineering	Director of Engineering and Associate Civil Engineer	No	No	Existing vacant site (with existing water service) to be used for a Food Truck Plaza.	District provided a Will Serve letter on 11/28/23.  Improvement plans received from the developer on 12/04/24.
<b>PRIVATE DEVELOPMENT 5740 San Juan Ave Parcel Split 1 - 4</b>	Engineering	Director of Engineering and Associate Civil Engineer	No	No	Parcel Split 1 parcel to 4 parcels.	Parcel split approved by the City.  Improvement plans received from the developer on 08/19/24. Project on hold per developer.
<b>PRIVATE DEVELOPMENT 8540 Auburn Blvd Starbucks</b>	Engineering	Director of Engineering and Associate Civil Engineer	No	No	New commercial development.	Work being incorporated into City's Auburn Blvd - Complete Streets Phase 2 project.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<b>PRIVATE DEVELOPMENT                      8425 Harper Way                      New Single Family Dwelling Unit</b>	Engineering	Director of Engineering and Associate Civil Engineer	No	No	New Single Family Dwelling Unit with a 1" water service.	All fees paid.  Construction completed and easement obtained.
<b>CITY OF CITRUS HEIGHTS PROJECT                      Auburn Blvd - Complete Streets Phase 2</b>	Engineering	Director of Engineering, Associate Civil Engineer, and Senior Inspector	No	No	City of Citrus Heights Frontage Improvements and Utility relocation on Auburn Blvd. from Rusch Park to north. 3 new irrigation services.	Final plans signed on 02/24/23.  Fees for irrigation services paid.  Construction on water related work began on 07/29/24. Water related construction 90% complete.
<b>CITY OF CITRUS HEIGHTS PROJECT                      San Juan Ave (Madison Ave to Spicer) Road Improvements</b>	Engineering	Director of Engineering, Associate Civil Engineer, and Senior Inspector	No	No	City of Citrus Heights Road Improvements.	Water related work 100% complete.  Payment of water related work to the City processed.  Project closeout in progress.

Items of Interest	Department	Project Team	To Board? If so, Date	Strategic Planning Item	Item Description	Update from Last Report/ Current Status
<p><b>COUNTY OF SACRAMENTO                      AC Overlay Project                      SACOG 2022 Phase 1                      to 3</b></p>	<p>Engineering</p>	<p>Director of Engineering,                      Associate Civil Engineer, Senior Inspector</p>	<p>No</p>	<p>No</p>	<p>County of Sacramento Road Improvements along Greenback Lane from Fair Oaks Blvd. to Hazel Avenue. Valve box adjustments on CHWD facilities.</p>	<p>County Awarded Construction Contract in February 2024.</p> <p>Water related construction 100% complete.</p> <p>Project closeout in progress.</p>

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MARCH 25, 2025 REGULAR MEETING

SUBJECT : OPERATIONS DEPARTMENT REPORT  
 STATUS : Information Item  
 REPORT DATE : March 11, 2025  
 PREPARED BY : Jace Nunes, Management Analyst  
                   Rebecca Scott, Director of Operations

The Citrus Heights Water District has 20 employees in its Operations Department. The following report summarizes their work in February.

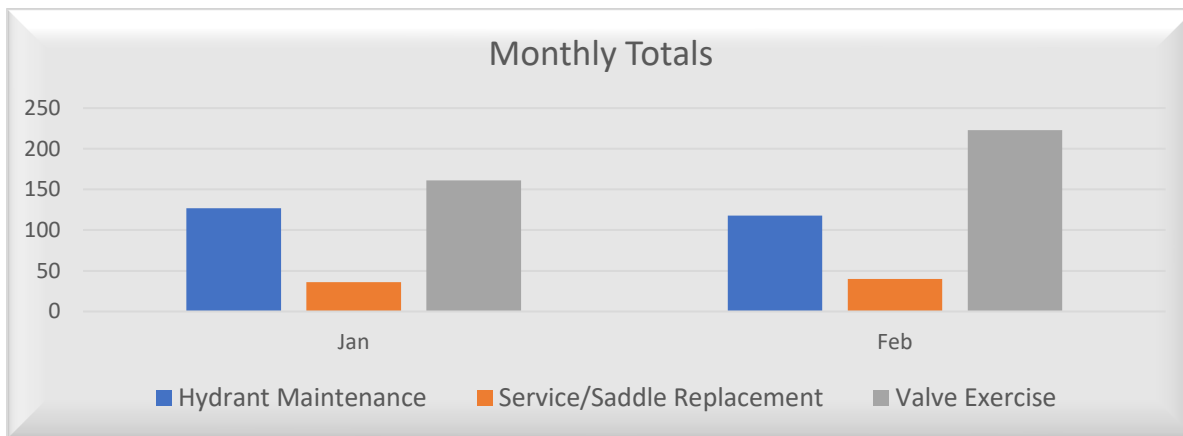
### OPERATIONS MONTHLY ACTIVITIES

#### A. Distribution Division

The Operations Department includes 10 Distribution Operators who perform the necessary maintenance to operate and maintain over 250 miles of pipelines and more than 21,000 service connections. The table below summarizes the noteworthy common tasks staff perform.

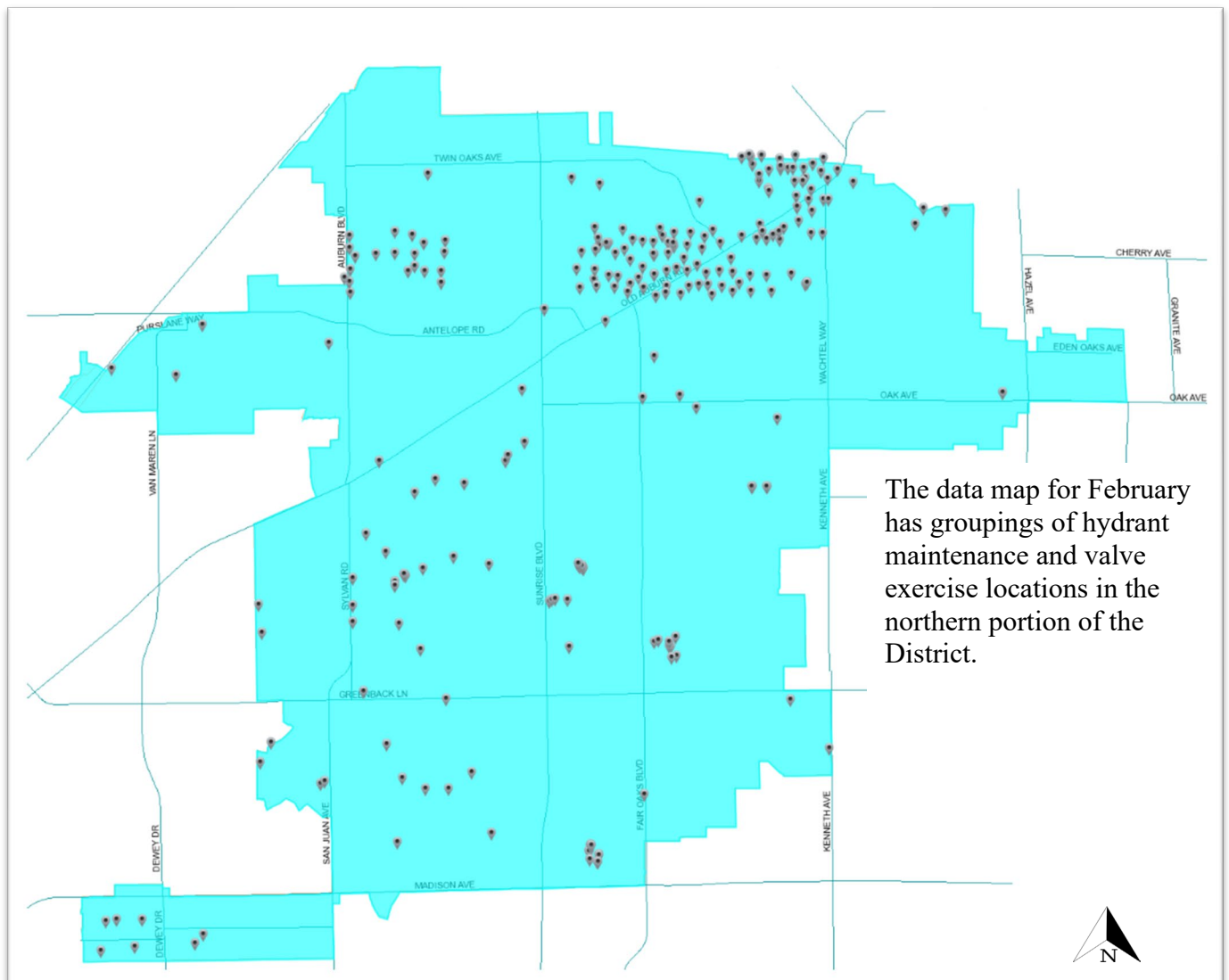
Distribution Maintenance	February 2025	Total CY 2025	Total # in System
Air Valve Inspection (ARV)	0	0	147
Hydrant Maintenance	118	245	2,170
Mainline Repair/Maintenance	1	1	
Meter Box Maintenance	1	5	21,007
Meter Register Replacement	1	6	21,007
Service/Saddle Replacement	40	76	21,007
Valve Exercise	223	384	4,631
<b>Total</b>	<b>329</b>	<b>717</b>	

CIP Projects	February 2025	Total CY 2025
C25-010 Water Mainline	1	1
C25-011 Water Valves	1	1
C25-012 Water Services	12	52
C25-013 Water Meters	2	5
C25-014 Fire Hydrants	1	2
C25-103 Pothole Main	0	0
<b>Total</b>	<b>17</b>	<b>61</b>



The map below shows the locations where the Operations crews worked in February.

Locations Worked within the Citrus Heights Water District



B. Standby Summary

The Operations Department assigns employees to weekly standby duty to provide 24-hour coverage in case of water emergencies within the District. The year-to-date standby activity is provided below.

<b>Standby Summary</b>			
<b>Standby Reporting Month</b>	<b>Total Calls to After-Hours Answering Service</b>	<b>Site Visits</b>	<b>Resolutions Via Phone Call</b>
<b>January</b>	20	13	7
<b>February</b>	29	18	11

C. Operations Specialist

The District’s Operations Specialist performs the USA markings to help protect the District’s distribution system by identifying CHWD utilities for entities working in the District’s service area. The Operations Specialist also responds to leak investigations; requests to locate meters; and water turn ons/off (additional information in the chart below).

<b>Operations Specialist Summary</b>		
<b>Work Description</b>	<b>February 2025</b>	<b>Total CY 2024</b>
USA Markings	359	890
Check for Leak	37	81
Fire Hydrant Investigation	0	1
Locate a Meter	0	0
Turn Water On/Off	3	8
<b>Total</b>	<b>399</b>	<b>980</b>

D. Water Quality/Sampling Summary

The Water Resources Division oversees routine monthly bacteriological testing as required by the California Division of Drinking Water. In February, 72 samples were collected with no positive results.

Asbestos Cement Pipe Refresher:

More than two-thirds of the District’s water mains are constructed of asbestos cement pipe (ACP). This material was commonly used for pipelines until the 1980s, when legislation started limiting the manufacturing of asbestos products. Although undisturbed asbestos does not pose a threat, precautions must be taken when working with or around this material to ensure that the asbestos fibers do not become airborne. The California Division of Occupational Safety and Health requires CHWD staff who may come into contact with ACP to complete safety training annually. The course teaches proper ACP handling, the appropriate tools when working with the material, and disposal procedures.

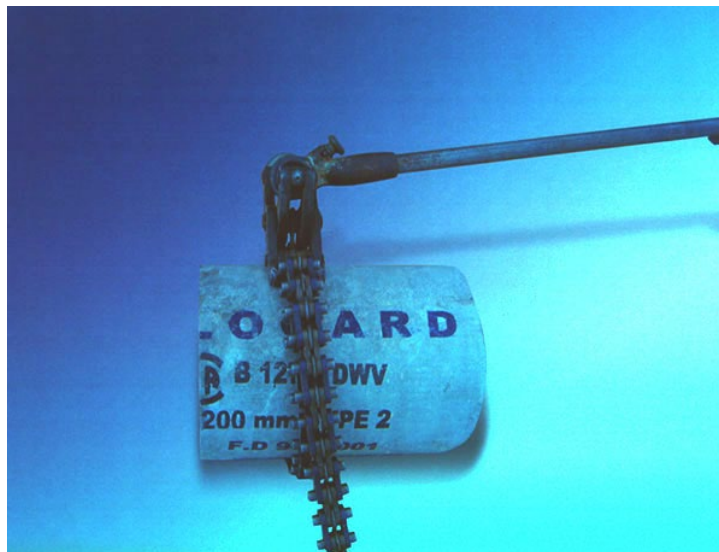




Asbestos Cement Pipe (stock photo)



Worker painting the end of asbestos pipe to prevent fibers from becoming airborne (stock photo)



Proper tools are essential when working with asbestos cement pipe. The stock photo above shows a pipe cutter used to prevent asbestos fibers from becoming airborne.

**CITRUS HEIGHTS WATER DISTRICT**  
**DISTRICT STAFF REPORT TO BOARD OF DIRECTORS**  
**MARCH 25, 2025 REGULAR MEETING**

SUBJECT : 2025 WATER SUPPLY - PURCHASED & PRODUCED  
 STATUS : Information Item  
 REPORT DATE : March 5, 2025  
 PREPARED BY : Brian M. Hensley, Water Resources Supervisor  
 : Rebecca Scott, Director of Operations

**OBJECTIVE:**

Monthly water supply report, including a comparison to the corresponding month in the prior 5 years. The 2013 data is included for reference as it is the baseline consumption year for water conservation mandates.

Month	2013	2020	2021	2022	2023	2024	2025				Year-to-Date Comparison to 2013	
	Total Water Monthly acre feet						Surface Water Purchased	Ground Water Produced	Total Water Monthly	Total Water Annual	acre feet	%
	Jan	602.52	519.03	575.54	528.73	501.92	515.29	495.86	60.36	556.22	556.22	-46.30
Feb	606.36	589.8	485.17	605.17	487.3	467.3	408.07	72.34	480.41	1,036.63	-172.25	-14.2%
Mar	819.55	654.31	601.02	774.74	472.65	539.72						
Apr	1,029.73	767.24	1,001.96	763.83	698.84	634.32						
May	1,603.43	1,168.99	1,277.33	1,133.06	1,016.07	1,044.91						
Jun	1,816.73	1,475.82	1,541.32	1,288.62	1,265.25	1,399.15						
Jul	2,059.21	1,682.83	1,643.73	1,536.69	1,513.02	1,645.98						
Aug	1,924.28	1,660.59	1,538.76	1,461.15	1,494.76	1,501.15						
Sep	1,509.82	1,381.14	1,333.29	1,228.49	1,220.46	1,321.12						
Oct	1,297.42	1,185.00	972.09	1,065.99	966.12	1,159.16						
Nov	911.55	779.34	576.37	637.25	648.08	668.79						
Dec	700.94	620.34	536.97	541.93	558.87	573.3						
<b>Total</b>	<b>14,881.54</b>	<b>12,484.43</b>	<b>12,083.55</b>	<b>11,565.65</b>	<b>10,843.34</b>	<b>11,470.19</b>	<b>903.93</b>	<b>132.70</b>	<b>1,036.63</b>	<b>1,036.63</b>		
% of Total							87.20%	12.80%				

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MARCH 25, 2025 REGULAR MEETING

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SUBJECT : WATER SUPPLY RELIABILITY  
STATUS : Information Item  
REPORT DATE : March 5, 2025  
PREPARED BY : Brian Hensley, Water Resources Supervisor  
Rebecca Scott, Director of Operations

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### **OBJECTIVE:**

Receive and file status report on surface water supplies available to the Citrus Heights Water District (District).

### **BACKGROUND AND ANALYSIS:**

As of March 1, 2025, storage in Folsom Lake was at 630,115 acre-feet, sixty-five (65%) of the total capacity of 977,000 acre-feet. This represents an increase in storage of 271,513 acre-feet in the past month. Total storage in the lake is above the 5-year average for this month (134%).

The District's total water use during February 2025 (480.41 acre-feet) was twenty-one percent (21%) below that of February 2013 (606.36 acre-feet).

The District's groundwater production wells: Bonita, Skycrest, Mitchell Farms, and Sylvan are operational and used on a rotational or as-needed basis. Other District groundwater production wells, Palm and Sunrise, are available for emergency use.

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# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MARCH 25, 2025 REGULAR MEETING

SUBJECT : WATER EFFICIENCY & SAFETY PROGRAM UPDATE  
 STATUS : Information Item  
 REPORT DATE : March 11, 2025  
 PREPARED BY : Jace Nunes, Management Analyst  
                   Rebecca Scott, Director of Operations

Water Efficiency, Safety and Meter Program updates are summarized below.

### **ACTIVITIES AND PROGRESS REPORT**

- Water Efficiency activities during the month of February 2025 included the following:
  - Six High Efficiency Toilet (HET) rebates were processed.
  - Four Pressure Reducing Valve rebates were issued.
- Seven reports of water waste were received in February. Staff continues to reach out to customers concerning water waste violations.

The District typically holds several safety meetings per month. The February safety meetings were titled, “Pedestal Grinder Safety,” “Chemical Safety,” “Ladder Safety,” and “Hydraulic Safety.”

The District offers a variety of WaterSmart classes throughout the year. The 2025 WaterSmart schedule is below.

<b>Date</b>	<b>Topics</b>	<b>Format</b>
Sat., Mar. 15	Beginner Seed Starting	In-person at the Sylvan Oaks Library
Wed., Apr. 23	Water-Wise Approach to Lawn Care	Webinar
May (Date TBD)	Irrigation Tools & Scheduling Strategies	Webinar
Sat., Sept. 13	Composting at Home	In-person, location TBD
Sat., Oct. 9	Rainwater Collection	In-person, location TBD

CHWD has a demonstration garden at the Sylvan Ranch Community Garden featuring water efficient landscaping. CHWD works with a customer-based volunteer “Garden Corps,” who maintain the plots by removing weeds and checking the irrigation system and controller timers. The garden’s webpage, [www.chwd.org/garden](http://www.chwd.org/garden), allows viewers to see detailed information about each plant in the District’s plots, and create a customized plant list for their property.

The following table summarizes CHWD’s Residential Gallons Per Capita Per Day (R-GPCD) values for 2025:

<b>Month</b>	<b>R-GPCD 2025</b>	<b>R-GPCD 2024</b>	<b>% CHANGE</b>
January	71	66	8%
February	66*	66	0%

*\*Preliminary number as of the report date*

The following table summarizes the service requests and work orders of Water Efficiency staff for February 2025:

<b>Work Orders</b>	<b>Feb 2025</b>	<b>Feb 2024</b>
CHANGE TOUCH-READ TO RADIO READ	0	4
CONVERT TO RADIO-READ METER	49	4
METER BOX MAINTENANCE	2	4
METER REPAIR	0	0
METER REPLACEMENT	1	1
METER TESTING	0	0
REGISTER REPLACEMENT	5	43
RADIO-READ REGISTER REPLACEMENT	19	20
INSTALL METER	2	0
<b>TOTAL</b>	<b>78</b>	<b>76</b>

<b>Service Requests</b>	<b>Feb 2025</b>	<b>Feb 2024</b>
CONSERVATION REQUEST	7	5
CHECK FOR LEAK	2	2
UNABLE TO OBTAIN METER READ	45	31
TRIM SHRUBS	52	48
METER BURIED	18	22
METER MAINT.	7	35
LOCKED GATE	3	0
RE-READ METER	19	4
READ METER	10	13
METER BOX MAINT.	2	1
MOVE-IN/MOVE-OUT	9	11
CAR OVER METER	21	15
<b>TOTAL</b>	<b>195</b>	<b>187</b>

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MARCH 25, 2025 REGULAR MEETING

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SUBJECT : CONSIDERATION AND POSSIBLE ACTION TO ADOPT  
RESOLUTION NO. 05-2025 CONCURRING WITH THE  
NOMINATION OF RANDALL JAMES REED TO THE ASSOCIATION  
OF CALIFORNIA WATER AGENCIES JOINT POWERS INSURANCE  
AUTHORITY (ACWA JPIA or JPIA) EXECUTIVE COMMITTEE

STATUS : Action Item

REPORT DATE : March 4, 2025

PREPARED BY : Brittney Moore, Administrative Services Manager/Chief Board Clerk

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**OBJECTIVE:**

Consider adopting Resolution No. 05-2025 in Support of Randall James Reed’s nomination to the JPIA Executive Committee.

**BACKGROUND AND ANALYSIS:**

On February 12, 2025 Citrus Heights Water District (CHWD) received correspondence on behalf of the Board of Directors of the Cucamonga Valley Water District (CVWD), respectfully requesting that CHWD adopt a resolution of nomination in support of CVWD Board President, Randall James Reed, for re-election to the ACWA JPIA Executive Committee.

The CVWD Board of Directors adopted Resolution No. 2025-2-1, formally supporting Mr. Reed’s nomination on February 11, 2025; and in order for a nomination to be made to JPIA's Executive Committee, three member districts must concur with the nominating district.

If the CHWD Board adopts Resolution No. 05-2025, a certified copy must be received by ACWA JPIA no later than 4:30PM on April 11, 2025.

**RECOMMENDATION:**

Adopt Resolution No. 05-2025 in Support of Randall James Reed’s nomination to the JPIA Executive Committee.

**ATTACHMENTS:**

1. Correspondence on behalf of the CVWD Board of Directors
2. Resolution No. 05-2025 in Support of Randall James Reed’s nomination to the JPIA Executive

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried  
\_\_\_\_\_

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**ATTACHMENT 1**  
**Correspondence on behalf of the CVWD Board of**  
**Directors**

**Subject:** Request for Support: Nomination of Randall Reed for ACWA/JPIA Executive Committee Re-Election

Dear Fellow ACWA/JPIA Member:

On February 11, 2025 the Cucamonga Valley Water District Board of Directors adopted Resolution No. 2025-2-1 nominating President Randall James Reed for the position of ACWA/JPIA Executive Committee. We are formally requesting your support of President Reed's nomination through the adoption of a concurring resolution from your agency. President Reed is well qualified to take on this leadership role in ACWA/JPIA as you will see in his attached statement of qualifications, and he is committed to continuing the great work of providing quality insurance and employee benefit services that ensure our agencies and ratepayers are receiving the most cost-effective service possible.

I have attached a sample concurring resolution in support of his nomination, as well as his candidate statement. The elections for ACWA/JPIA Executive Committee will be held this spring, and the deadline to submit nominations is April 12, 2025. Should you desire to adopt a resolution or if you have questions please contact our Executive Services Administrator/District Clerk, Taya Victorino at 909.987.2591 or [tayav@cvwdwater.com](mailto:tayav@cvwdwater.com).

Please send a certified copy of your resolution to:

**ACWA/JPIA**  
Attention: Laura  
Baryak  
ACWA JPIA  
P.O. Box 619082  
Roseville, CA 95661-9082  
[lbaryak@acwajpia.com](mailto:lbaryak@acwajpia.com)

**and**      **Cucamonga Valley Water District**  
Attention: Taya Victorino  
10440 Ashford Street  
Rancho Cucamonga, CA 91730  
[tayav@cvwdwater.com](mailto:tayav@cvwdwater.com)



***This resolution must be received by ACWA/JPIA no later than 4:30 pm  
Friday, April 11, 2025.***

Thank you in advance for your consideration.

A handwritten signature in black ink, appearing to read "John Bosler". The signature is fluid and cursive, with the first name "John" and last name "Bosler" clearly distinguishable.

John Bosler

General Manager/CEO

**Randall James Reed**  
**Statement of Qualifications**  
**Association of California Water Agencies**  
**Joint Powers Insurance Authority (ACWA/JPIA) Executive Committee**

I am pleased to share with you my interest in continuing my service on the Executive Committee for ACWA/JPIA. I am prepared and ready to help lead the organization as we continue to uphold ACWA/JPIA's mission "*to consistently and cost effectively provide the broadest possible affordable insurance coverage and related services to its member agencies.*"



My experience with ACWA/JPIA began over 5 years ago when I was appointed by the Cucamonga Valley Water District (CVWD) to serve as their ACWA/JPIA representative. In that same year I was elected to the Executive Committee to fill a vacancy and eagerly rose to the challenge. Now I am dedicated to ensuring the success of ACWA/JPIA. We provide a vital service to the water community and they provide a vital service to their communities. I know how important this organization is for the member agencies who depend on our success.

I have served on the CVWD board of directors for approximately 22 years, and currently serve as their President. At CVWD, we have taken full advantage of all the programs the ACWA/JPIA has to offer to ensure our employees are working in the safest environment possible. Our board of directors has also adopted a *Commitment to Excellence* pledge putting into place best management practices which bolsters our effectiveness for loss prevention and safety.

I currently serve on the board of the Association of San Bernardino County Special Districts. In my past roll as board president, I was focused on increasing my understanding of our members needs so that I may know how to better serve and lead the association. I will continue to use this same approach if re-elected to serve on the ACWA/JPIA Executive Committee.

Professionally, I am retired from a 32 year career in the wastewater management field as an electrical and instrumentation supervisor. I earned a Bachelor's degree in Information Management Systems from California State University San Bernardino and have been an active member in the Association of California Water Agencies, California Special Districts Association and the California Water Environment Association. I'm a proud veteran of the United States Marine Corp.

Thank you for allowing me to share my experience, leadership and knowledge. I look forward to the opportunity to represent you and your agency. Please feel free to contact me directly at (909) 240-1344 should you have questions or if you would like to support my candidacy.

Thank you in advance for your consideration,

A handwritten signature in blue ink that reads "Randall Reed". The signature is fluid and cursive, written in a professional style.

**RESOLUTION NO. 2025-2-1**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
CUCAMONGA VALLEY WATER DISTRICT NOMINATING ITS JPIA BOARD MEMBER  
TO THE EXECUTIVE COMMITTEE OF THE ASSOCIATION OF CALIFORNIA WATER  
AGENCIES JOINT POWERS INSURANCE AUTHORITY ("JPIA")**

**WHEREAS**, this district is a member district of the JPIA that participates in all four of its Programs: Liability, Property, Workers' Compensation, and Employee Benefits; and

**WHEREAS**, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's Executive Committee, the member district must place into nomination its member of the JPIA Board of Directors for such open position;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CUCAMONGA VALLEY WATER DISTRICT** that its member of the JPIA Board of Directors, **Randall James Reed**, be nominated as a candidate for the Executive Committee for the election to be held during the JPIA's spring 2025 Board of Directors' meeting.

**BE IT FURTHER RESOLVED** that the JPIA staff is hereby requested, upon receipt of the formal concurrence of three other member districts to affect such nomination.

**BE IT FURTHER RESOLVED** that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

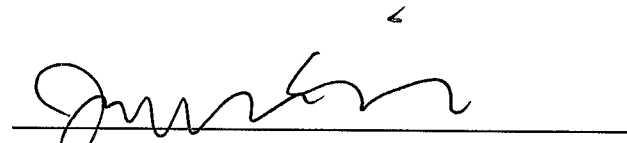
**APPROVED, ADOPTED AND SIGNED** this 11<sup>th</sup> day of February 2025.

CUCAMONGA VALLEY WATER DISTRICT



Randall James Reed  
President

ATTEST:



John Bosler  
Secretary and General Manager/CEO

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF THE

(NAME OF MEMBER DISTRICT)

**CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE**

OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES  
JOINT POWERS INSURANCE AUTHORITY ("JPIA")

**WHEREAS**, this district is a member district of the JPIA; and

**WHEREAS**, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's **Executive Committee**, three member districts must concur with the nominating district, and

**WHEREAS**, another JPIA member district, the (NAME OF NOMINATING DISTRICT) has requested that this district concur in its nomination of its member of the JPIA Board of Directors to the **Executive Committee** of the JPIA;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the (NAME OF MEMBER DISTRICT) that this district concur with the nomination of (NAME OF NOMINEE) of (NAME OF NOMINATING DISTRICT) to the **Executive Committee** of the JPIA.

**BE IT FURTHER RESOLVED** that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

**ADOPTED** this (DATE) day of (MONTH), 2025.

(SIGNATURE)  
Board President

ATTEST:

(SIGNATURE)  
Secretary

**ATTACHMENT 2**  
**Resolution No. 05-2025 in Support of Randall**  
**James Reed's nomination to the JPIA Executive**  
**Committee**

CITRUS HEIGHTS WATER DISTRICT  
RESOLUTION NO. 05-2025

CONCURRING IN NOMINATION TO THE EXECUTIVE  
COMMITTEE OF THE ASSOCIATION OF CALIFORNIA WATER  
AGENCIES JOINT POWERS INSURANCE AUTHORITY ("JPIA")

WHEREAS, the Citrus Heights Water District is a member district of the JPIA; and

WHEREAS, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's Executive Committee, three member districts must concur with the nominating district, and

WHEREAS, another JPIA member district, the Cucamonga Valley Water District, has requested that this district concur in its nomination of its member of the JPIA Board of Directors to the Executive Committee of the JPIA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Citrus Heights Water District that this district concurs with the nomination of Randall James Reed of Cucamonga Valley Water District to the Executive Committee of the JPIA.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

PASSED AND ADOPTED by the Board of Directors of the Citrus Heights Water District, this 25<sup>th</sup> day of March 2025, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

S E A L

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RAYMOND A. RIEHLE, President  
Board of Directors  
Citrus Heights Water District

ATTEST:

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HILARY M. STRAUS, Secretary

# CITRUS HEIGHTS WATER DISTRICT

## DISTRICT STAFF REPORT TO BOARD OF DIRECTORS MARCH 25, 2025 REGULAR MEETING

SUBJECT : DISCUSSION AND POSSIBLE ACTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH SPRINGBROOK HOLDING COMPANY  
 STATUS : Action Item  
 REPORT DATE : March 17, 2025  
 PREPARED BY : Michael Shorter, Accounting Manager  
 Annie Liu, Director of Finance and Administrative Services

### **OBJECTIVE:**

Consider approval of a Professional Services agreement with Springbrook Holding Company, LLC (“Springbrook”) for the procurement and implementation of the District's new Enterprise Resource Planning (ERP) System

### **BACKGROUND AND ANALYSIS:**

This item is a Strategic Planning objective identified by the Board as a priority work program initiative. As background, Citrus Heights Water District (CHWD) issued a Request for Proposals (RFP) on November 1, 2024, to procure a new ERP system to replace its existing financial and operational software solutions. The District is seeking a comprehensive and integrated solution for its financial management, utility billing, human resources, purchasing, and reporting functions.

CHWD’s current financial software was implemented nearly 30 years ago, requiring numerous standalone integrations to maintain compatibility with ongoing operations. In 2023, Microsoft announced it would discontinue support for Microsoft Dynamics Great Plains (GP), necessitating either an upgrade or a transition to a new system. The cost of upgrading was comparable to implementing a modern ERP solution, which presented an opportunity to centralize key functions, reduce reliance and/or more seamlessly integrate with third-party applications, such as ADP for Payroll, ClearGov for Budget, InvoiceCloud for billing, and CityWorks for assets and work order management. By streamlining processes, reducing manual data entry, and minimizing the need for custom application programming interfaces (APIs), the new ERP system will improve accuracy, efficiency, and long-term sustainability for tracking costs and managing projects.

The District received nine (9) proposals, which were evaluated based on cost, functionality, vendor experience, and implementation methodology. After a thorough review, staff determined that Springbrook's Cirrus ERP System best meets the District’s operational needs and long-term objectives.

Springbrook’s Cirrus ERP System provides an integrated, cloud-based solution with robust financial, billing, and asset management capabilities. The system will replace CHWD’s existing Microsoft Dynamics Great Plains financial system, Cogsdale utility billing software, and other applicable standalone applications. Key benefits include:

- Streamlined financial management, budgeting, and reporting.
- Enhanced utility billing, customer service, and online payment functionality.
- Cloud-based access, reducing reliance on on-premises infrastructure.
- Integration with existing systems such as InvoiceCloud, Cityworks, ADP, and ClearGov.

- Compliance with industry best practices and cybersecurity standards.

**BACKGROUND AND ANALYSIS (CONTINUED):**

The total contract amount for software licensing, implementation, and training is \$237,682 detailed in the PSA Agreement and Order Form. The project implementation will be phased over 16 months to ensure a smooth transition and minimal disruption to District operations. Funding for the various services covered in the agreement is included in the District's 2025 Budget.

**RECOMMENDATION:**

Approve a Professional Services Agreement (PSA) with Springbrook Holding Company, for the procurement and implementation of the ERP System. Authorize the General Manager to negotiate any non-substantive revisions and execute the agreement and any necessary documents to proceed with implementation.

**ATTACHMENT:**

Professional Services Agreement (PSA) with Springbrook Holding Company.

**ACTION:**

Moved by Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, Carried \_\_\_\_\_

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## **CITRUS HEIGHTS WATER DISTRICT PROFESSIONAL SERVICES MASTER AGREEMENT**

This agreement (the "Agreement") is made and entered into as of March 25, 2025, (the "Effective Date") by and between Citrus Heights Water District, an irrigation district organized and operating under the laws of the State of California with its principal place of business at 6230 Sylvan Road, Citrus Heights, California, (hereinafter the "DISTRICT"), and Springbrook Holding Company, LLC, a Delaware company and its Affiliates (hereinafter the "VENDOR" or "SPRINGBROOK" or "Springbrook").

### **RECITALS**

The VENDOR, having received a copy of the "ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM AND IMPLEMENTATION SERVICES – RFP dated November 1, 2024, and all additional requested materials, represents it will assume responsibility and obligation for the provision of the software and services identified in this Agreement, as hereinafter described, on the terms and conditions set forth herein.

The DISTRICT desires to engage VENDOR to provide such software and services, as hereinafter described, commonly called "Springbrook Cirrus."

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the DISTRICT and the VENDOR agree as follows:

## **SECTION I**

### **DEFINITION OF TERMS**

For purposes of this Agreement, the following are defined terms. .

**Acceptance Testing** means the process by which the DISTRICT will test, verify and confirm that all applications and integration provided by Springbrook successfully conform to Springbrook's responses to the DISTRICT's Request for Proposal and Functional Requirements, as indicated in Exhibit E. This process will use appropriate tools, such as the DISTRICT's test cases and workflows along with the "Standard Testing Scripts" to be provided by the VENDOR, in order to determine that the solution works without material error.

**Change Order Document** means the formal printed paper or electronic document prepared by the VENDOR and the DISTRICT, outlining specific changes, additions or

deletions to the Professional Services to be completed, as more fully described in Section V of this Agreement.

**Cloud Software** means the Springbrook proprietary software, in object code format, that Springbrook makes available for download or otherwise provides for use in connection with the Springbrook Software. Cloud Software excludes the Springbrook Software, any open source software and other Third-Party Software. If and as designated in the Cloud Specifications, the Cloud Software may be inclusive of application programming interfaces (“APIs”) developed by Springbrook to enable interaction and integration with the Springbrook Software.

**Cloud Specifications** means the online specifications for the Springbrook Software, as made available by Springbrook at <https://sprbrk.box.com/v/sprbrk-software-specs> (which URL location and content may be updated from time to time by Springbrook).

**Deliverables** mean the items and materials to be provided to DISTRICT as part of the Professional Services, as specified in the Statement of Work.

**DISTRICT** means Citrus Heights Water District.

**DISTRICT Data** means all data, information, records, and content, including but not limited to personally identifiable information, financial data, and operational records, that is provided, uploaded, or generated by DISTRICT, including its Authorized Users, in connection with the use of the Springbrook Software or the performance of this Agreement. DISTRICT Data includes all such information originating from DISTRICT or its Authorized Users in any form or format, whether stored, processed, or transmitted by VENDOR.

**Developer** means a Third-Party who owns the intellectual property rights to Third-Party Software.

**Documentation** means any online or written documentation related to the use or functionality of the Springbrook Software or Cloud Software that is provided or otherwise made available by Springbrook to DISTRICT, including instructions, user guides, manuals, and other training or self-help documentation. Information contained on Springbrook’s publicly facing website does not constitute Documentation.

**Force Majeure** means an event beyond the reasonable control of the parties, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by the parties.

**Integration Software** information technology process or software concerned with joining different subsystems or components as one large system. It ensures that each integrated subsystem functions as warranted.

**Order Form** means the agreed upon cost proposal for the software, products, and services attached as Exhibit C. Once signed by both parties, an Order Form will be non-cancellable, except as otherwise explicitly stated in such Order Form.

**Invoice Timing and Delivery** means the invoicing policy. A copy of VENDOR's current

invoicing policy is part of the Order Form and attached as Exhibit C.

**Licensed Application Software** means all Cloud Software and Third-Party Software, if any, provided by VENDOR. It is not expected that VENDOR will provide any Third-Party Software.

**Defect** means any failure of the Springbrook Software to substantially conform to the Cloud Specifications, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Springbrook maintenance and support services, and the governing descriptions for such future functionality will be set forth in VENDOR's then-current Documentation posted on its website.

**Maintenance and Support Policy** means the terms and conditions governing the provision of maintenance and support services to VENDOR. A copy of VENDOR's current Maintenance and Support Policy is included in Springbrook's Cloud Service Agreement, attached as Exhibit A thereto.

**Professional Services** mean services to be provided by VENDOR to DISTRICT in connection with the Springbrook Software, as specified in the applicable Statement of Work or Order Form.

**Project Completion** means the actual conclusion of the project implementation by VENDOR of the Springbrook Software as required by this Agreement (i.e. fully operational and operating without Material Error). This process is further described in the Statement of Work.

**Project Plan** is a formal document designed to guide the control and execution of a project

**Proposal** means the VENDOR response documents attached as Exhibit E.

**Quality Assurance** means a planned and systematic pattern of action necessary to provide adequate confidence that the product optimally fulfills customers' expectations, i.e., that it is materially error free and well able to perform the task it was designed for and ensure that standards of quality are being met.

**Software** programming and operational information used by the computer to complete a task or function

**Subscription** means a paid for right to access and use the Springbrook Software.

**Subscription Fees** means the fees paid for a Subscription, as set forth in the Order Form(s).

**Subscription Period(s)** means the duration of the District's and its Authorized Users' active, paid Subscription(s) to the Springbrook Software, as designated in the Order Form(s).

**Subject-matter expert** (SME) or domain expert is a person who is an authority in a particular area or topic

**Staffing and Meeting Commitment** means those staffing and meeting commitments as agreed upon.

**Statement of Work** means the mutually agreed to plan describing how VENDOR's Professional Services will be provided to implement the Springbrook Software and outlining the DISTRICT and VENDOR roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.

**Support Call Process** means the support call process described in the Maintenance and Support Policy.

**Technical Support Services** mean those day-to-day technical support services as required in Section VII of this contract.

**Training** means dedicated professional education about the Springbrook Software and all associated documentation. Training may consist of both structured classroom training and individual operator training and assistance, as specified on the Order Form.

**Third-Party Hardware** means third-party hardware, if any, identified in the Order Form.

**Third-Party Products** means third-party Software and third-party Hardware.

**Third-Party Software** means third-party software, if any, identified in the Order Form.

**Springbrook** means Springbrook Holding Company LLC, a Delaware corporation.

**Springbrook Software** means VENDOR's proprietary software service, including any integrations, custom modifications, and/or related interfaces identified in the Order Form and provided by Springbrook to DISTRICT through this Agreement and delivered as a SaaS-based cloud service.

## SECTION II

### ENGAGEMENT OF SOFTWARE AND SERVICES OF THE VENDOR

1. Engagement of VENDOR. The DISTRICT hereby engages the VENDOR, and the VENDOR promises and agrees to furnish to the DISTRICT, subject to the terms and conditions set forth in this Agreement, the labor, materials, tools, equipment, services, and incidental and customary work set forth in this Agreement (the "Services"). The Services include provision of a SaaS based subscription service and related Professional Services.
2. Performance of the VENDOR: Standard of Care. The VENDOR accepts the

relationship of trust and confidence established between the DISTRICT and the VENDOR by the terms of this Agreement. The VENDOR covenants with the DISTRICT to make available the Springbrook Software and perform all Services under this Agreement in a skillful and competent manner, consistent with or in excess of the standards of skill, quality and care adhered to by recognized professionals in the same discipline in the State of California while performing services of a like or similar nature under like or similar circumstances. VENDOR represents and maintains that it is skilled in the professional calling necessary to perform the Services, and that it shall consider all recent proven and tested methods, if and as applicable to the Services required pursuant to this Agreement, known and successfully employed by recognized professionals in the same discipline in the state of California. VENDOR shall also reasonably cooperate with the DISTRICT and any other consultants or contractors engaged by or on behalf of the DISTRICT in the performance of the Project. The VENDOR covenants to use its commercially reasonable efforts to perform its duties and obligations under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the DISTRICT, and the professional standard of care set forth in this Agreement.

3. Provision of Springbrook Software. VENDOR warrants that it holds all right(s) to provide the Springbrook Software. Subject to compliance with the terms and conditions of the Agreement, including advance receipt of applicable fees, Springbrook will make the Springbrook Software available to Authorized Users during the Subscription Period. No license or rights are granted to DISTRICT for the human readable code of the software underlying the Springbrook Software or of the Cloud Software (source code). These usage rights shall apply to all versions and copies of the Springbrook Software furnished to DISTRICT pursuant to this Agreement. The Springbrook Software may be used by the DISTRICT for DISTRICT's internal business purposes as disclosed to Springbrook as of the Effective Date DISTRICT acknowledges that the Springbrook Software is a service provided through a SaaS platform. The Springbrook Software is not installed on the District's computer systems or networks.
4. Springbrook hereby grants to the DISTRICT a limited, non-exclusive, non-transferrable right to access, implement, and configure the Cloud Software during the Subscription Period, solely for its internal business purposes in connection with use of Springbrook Software and in accordance with the Cloud Specifications.
5. Upon provision of the Springbrook Software, the DISTRICT shall not (a) make available, transfer or assign the Springbrook Software to a Third-Party; (b) reverse engineer, decompile, or disassemble the Springbrook Software; (c) rent, lease, lend, or provide commercial hosting services with the Springbrook Software; or (d) publish or otherwise disclose the Springbrook Software or Documentation to third parties, except to the minimum extent required by law and only after Springbrook has been notified of and given the opportunity to resist such disclosure. Additional restrictions are set forth in the Cloud Service Agreement. The DISTRICT acknowledges that any modifications to the Springbrook Software by any person or organization other than VENDOR's approved personnel or organization renders any warranty by VENDOR obsolete, and VENDOR has no obligation to offer or provide support for any modifications so made, or any problems that arise directly or indirectly from the modifications. VENDOR grants and agrees that no part of this Agreement shall preclude or prevent DISTRICT from developing new software that is NOT derivative of

Springbrook's intellectual property, including, but not limited to, the Springbrook Software.

6. The Documentation is licensed to DISTRICT and may be used and copied by DISTRICT employees for non-commercial reference purposes only.
  
7. Subject to the terms of this Agreement and upon payment of fees due under an applicable Order Form, Springbrook grants the DISTRICT a limited, non-exclusive, worldwide, nontransferable, terminable license to use the Deliverables solely for the DISTRICT's internal operations in connection with authorized use of the applicable Services. Notwithstanding any other provision of this Agreement, nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques, and expertise ("Tools") used by Springbrook to develop the Deliverables and/or provide the Professional Services.
  
8. As between the parties, Springbrook shall solely and exclusively own all right, title, and interest in the Professional Services, Deliverables, and any software provided by Springbrook, including all modifications, enhancements, and derivative works thereof and any other of Springbrook's products or services, whether created by Springbrook or the DISTRICT, together with all intellectual property and other proprietary rights therein. The DISTRICT hereby makes all assignments necessary to accomplish the foregoing ownership. None of the Professional Services or Deliverables will be deemed to constitute work product or work-for-hire inuring to the benefit of the DISTRICT.
  
9. Deliverables constitute Springbrook Confidential Information and the DISTRICT may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the Deliverables to any party except as expressly permitted by Springbrook in writing.
  
10. **VENDOR reserves all rights not expressly granted to DISTRICT in this Agreement. The Springbrook Software, Cloud Software and Documentation are protected by copyright and other intellectual property laws and treaties. VENDOR owns the title, copyright, and other intellectual property rights in the Springbrook Software, Cloud Software and Documentation. The Springbrook Software is offered as a service and is not licensed. The Cloud Software is licensed, not sold.**

## SECTION III

### VENDOR RESPONSIBILITY

VENDOR will make available the Cloud Software licensed from VENDOR. It is the responsibility of the DISTRICT to install and implement the Cloud Software. VENDOR will be responsible for the following: :

1. VENDOR is responsible for the activities specified in the Statement of Work.
2. All onsite work shall be scheduled in advance by VENDOR and the DISTRICT and shall be approved by the DISTRICT's Project Manager.
3. VENDOR and DISTRICT shall use commercially reasonable efforts to meet all benchmark requirements of the Statement of Work set forth in Exhibit "D", unless a revised schedule is mutually agreed upon in writing by a Change Order Document.
4. VENDOR and the DISTRICT shall comply with all applicable federal, California and DISTRICT statutes, laws, ordinances, rules and regulations relating to the performance of their respective work hereunder, including intellectual property rights.
5. VENDOR shall secure at its own cost and expense and be responsible for any and all payment of all income taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for VENDOR and its officers, agents and employees and all business licenses, in connection with the project and/or the services to be performed hereunder.
6. VENDOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provision of the United States Code regarding employment verification.
7. VENDOR shall invoice DISTRICT for all out-of-pocket expenses in accordance with the Invoicing and Payment Policy made part of the Order Form attached hereto as Exhibit "C".
8. VENDOR is required to provide the necessary resources to ensure the success of this project subject to the DISTRICT's obligations under Section IV and Section VI (5).
9. The project manager identified in VENDOR's Proposal ("VENDOR's Project Manager") shall coordinate all phases of the Services and act as the VENDOR's representative for performance of this Agreement. VENDOR's Project Manager shall have full authority to represent and act on behalf of the VENDOR for all purposes under this Agreement and shall be available to the DISTRICT at all reasonable times, provided that the Project Manager does not have the authority to execute agreements, amendments to this Agreement (including its Exhibits) or Change Orders. VENDOR agrees and acknowledges that the DISTRICT's award of this Agreement was in significant part based upon the qualifications of VENDOR's Project Manager.

As such VENDOR shall use commercially reasonable efforts to not remove or replace VENDOR's Project Manager or other VENDOR personnel without notification to the DISTRICT. If the Project Manager becomes unavailable due to illness, injury or no longer being employed by VENDOR, VENDOR shall promptly notify DISTRICT and propose a new Project Manager of equal competence. DISTRICT may reject the proposed replacement Project Manager with reasonable justification and request that VENDOR propose an alternative candidate

10. Should one or more VENDOR personnel become unavailable, VENDOR may substitute other personnel of at least equal competence. Any personnel who fail or refuse to perform the Services in a manner required under this Agreement, or who are reasonably determined by the DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, may be removed from the Project provided the VENDOR shall be permitted a reasonable opportunity to remedy the deficiency in advance of removal. Any personnel who are a threat to the safety of persons or property shall be removed from the Project, and the VENDOR shall be permitted a reasonable time/opportunity to replace said personnel. The DISTRICT acknowledges that replacement of VENDOR personnel may impact the schedule of Services and VENDOR shall not bear responsibility for any resulting delays.
11. VENDOR shall limit access to DISTRICT Data within the hosted environment to only those personnel with a legitimate business need. VENDOR shall not copy, transfer, or share DISTRICT Data outside of its hosted environment without DISTRICT's prior written approval. Except as provided in the Cloud Service Agreement, Vendor shall not use DISTRICT Data for any purpose other than providing the contracted services
12. VENDOR shall implement and maintain commercially reasonable security measures in connection with the services provided under this Agreement, including:
  - a. Encryption: VENDOR shall encrypt all DISTRICT Data at rest and in transit.
  - b. Access Controls: VENDOR shall enforce role-based access controls and require multi-factor authentication (MFA) for remote access to DISTRICT systems.
  - c. .
  - d. Compliance: VENDOR shall implement and maintain industry-standard security controls appropriate for the nature of the services provided and the sensitivity of DISTRICT Data. Upon request, VENDOR shall provide DISTRICT with a summary of its security policies or relevant third-party security certifications.
13. In the event of a Data Breach (defined as any unauthorized access, use, or disclosure of DISTRICT Data) VENDOR shall notify DISTRICT within twenty-four (24) hours of confirmation thereof and provide:
  - a. a description of the breach;
  - b. the categories and number of affected records or individuals;
  - c. the steps VENDOR has taken to contain and mitigate the breach; and



- d. recommended steps for DISTRICT to protect affected individuals.
14. Subject to the limitations of liability set forth herein and for the avoidance of doubt, VENDOR shall bear all costs associated with containing, investigating, and remediating a Data Breach caused by its failure to implement commercially reasonable security measures, including providing credit monitoring for affected individuals (if applicable).
  15. Springbrook reserves the right to use third parties (who are under a covenant of confidentiality with Springbrook), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation, and custom code development processes. In all such cases, Springbrook will remain responsible for ensuring that any such third parties comply with the applicable obligations under this Agreement, including those related to data protection, confidentiality, and security.

VENDOR shall not make any material changes to the Springbrook Software or Cloud Software that would reasonably be expected to significantly affect functionality, performance, configuration, or operational requirements without providing the DISTRICT with at least thirty (30) days' prior written notice.

16. VENDOR does not license or provide any installation, implementation, maintenance or support services for Third-Party Software.

## **SECTION IV**

### **DISTRICT'S RESPONSIBILITY**

The DISTRICT shall reasonably cooperate with and assist VENDOR in the performance of its responsibilities under this Agreement. As part of DISTRICT's responsibilities, it will designate a qualified staff member or consultant who will be DISTRICT's Project Manager, and who will act as the primary liaison for DISTRICT and provide VENDOR with necessary information and data concerning DISTRICT's operations and activities. DISTRICT will provide appropriate resources to participate in all phases of the Services. DISTRICT's Project Manager, or his/her designee shall be the principal liaison with the VENDOR. DISTRICT Project Manager shall make reasonable efforts to ensure proper and timely availability of all DISTRICT personnel required by the VENDOR for successful completion of Services, in particular, but not exhaustively, IT staff, Subject Matter Experts, users, network and database administrators.

The DISTRICT shall render decisions required by this Agreement within the time indicated in the Statement of Work set forth in Exhibit D, or specifically stated, with reasonable promptness so as not to delay the progress of Services. Specifically, the DISTRICT shall use reasonable diligence to meet specific milestones and provide specific deliverables as defined and mutually agreed to in the Statement of Work.

Statement of completion: DISTRICT agrees to issue a Letter of Completion in accordance with the conditions indicated in Section VIII.

DISTRICT agrees to pay VENDOR the subscription fees in the amounts set forth in the Order Form. Those amounts are payable in accordance with VENDOR's Invoicing and Payment Policy.

DISTRICT agrees to pay VENDOR the Professional Services fees in the amounts set forth in the Order Form. Those amounts are payable in accordance with VENDOR's Invoicing and Payment Policy. DISTRICT acknowledges that the fees stated in the Order Form are good faith estimates of the amount of time and materials required for DISTRICT implementation. VENDOR will bill DISTRICT the actual fees incurred based on the in-scope services provided to DISTRICT. Any discrepancies in the total values set forth in the Order Form will be resolved by multiplying the applicable hourly rate by the quoted hours.

Delays in Springbrook's provision of the Professional Services caused by the DISTRICT (each, a "Delay"), during any implementation period may have adverse collateral effects on Springbrook's overall work schedule. Springbrook shall, without limiting its other rights or remedies, and after providing written notice and a minimum of five (5) business days' opportunity to cure, have the right to suspend performance of the Professional Services and relieve it from the performance of any of its obligations until the issue is resolved. Although Springbrook will use its commercially reasonable efforts to promptly resume work following a Delay, the DISTRICT acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by the DISTRICT. The DISTRICT agrees that if additional time is required to complete the Professional Services as the result of the DISTRICT's Delays, such time will be charged to the DISTRICT, only to the extent directly attributable to the Delay, at Springbrook's then-current time-and-materials rates, subject to prior written approval by the District.

If the DISTRICT wishes to postpone or fails to be available for a scheduled meeting, training session or other activity, it shall provide Springbrook with no less than two (2) business days' written notice of such postponement or non-availability. If the DISTRICT fails to provide such notice in the required time period, Springbrook shall invoice the DISTRICT for lost or delayed scheduled time, with a minimum charge of two (2) hours, unless mutually agreed otherwise. Additional charges may apply based on the resources and preparation required for the meeting, provided that Springbrook documents any actual non-recoverable costs incurred in preparation for the session. Such liability will be in addition to the charge for the services at the time they are performed.

## **SECTION V**

### **MODIFICATION OF SCOPE (Change Orders)**

This Agreement may be modified only through an executed Change Order Document or other written amendment agreed to and signed off by the DISTRICT and VENDOR. VENDOR OR DISTRICT may request such changes in writing and shall specify:

1. Nature of requested change or modification to the Agreement, in detail;
2. How said proposed change or modification impacts Agreement and Project Schedule, if any;
3. The specific reason for the proposed change or modification;
4. If proposed by VENDOR, the total cost (add or deduct) of such proposed change or modification to the Agreement price and the impact to the Project Schedule in number of days and the inclusion of a revised schedule depicting the impact of such change;
5. The name and signature of VENDOR or DISTRICT representative proposing said change or modification;
6. that the mutually agreed upon changes to the Project Schedule will be made using Kantata and the DISTRICT will have access to view/manage tasks accordingly;.

If a change order or amendment request is made by DISTRICT, VENDOR shall provide a written response to each change or modification requested and will timely provide a written quote following receipt by the VENDOR of the DISTRICT's request, including schedule impacts. If VENDOR makes a change order request, DISTRICT shall timely provide a written response to each VENDOR change or modification requested, including whether DISTRICT will accept, reject or propose a modification to VENDOR'S request. If the DISTRICT fails to provide a response in said period, the change order or amendment request shall be deemed denied.

In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any mutually signed Change Order Document, the terms and conditions of the Change Order Document shall govern as to the subject matter covered by the change order.

In the event the DISTRICT requires significant changes (either individually or cumulatively across Change Order(s)) which Springbrook reasonably determines are (i) a material modification of the nature or scope of Professional Services being purchased and/or (ii) significantly outside any Supported Configuration (as defined below), Springbrook may, upon no less than thirty (30) days' notice to the suspend or terminate the applicable Order Form and/or Change Order(s). The parties shall then engage in good faith negotiations for at least thirty (30) days to agree on revised scope and terms. If no agreement is reached, either party may terminate upon written notice. In such case, the parties will cooperate to finalize any agreed-upon Deliverables. In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables. Unless otherwise expressly agreed to by the parties at the time of any such material change, Springbrook will not be deemed to have waived any of the DISTRICT's payment obligations in respect of completed deliverables. The DISTRICT shall be responsible only for payment of Deliverables that have been completed, accepted, and are usable by the DISTRICT as of the effective date of termination. A "Supported Configuration" means a software configuration that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.

No oral request for modification of services shall be binding on either Party.

## **SECTION VI**

### **INSTALLATION, PROFESSIONAL SERVICES & THIRD-PARTY TERMS**

#### **1. ACCEPTANCE TESTING**

Once the Springbrook Software has been installed, and configured, the Acceptance Testing Period can begin. During the Acceptance Testing Period, DISTRICT will test all implemented Springbrook Software by executing any or all of the features as required by the Agreement, and any change orders to ensure that all the Springbrook Software is fully functional.

VENDOR agrees to provide their standard testing scripts & test cases to assist DISTRICT in the validation & testing of workflows and processes. During this time, which will be identified in the mutually agreed upon project schedule, VENDOR will provide regular access to a qualified technician via telephone.

Absent mutual agreement to the contrary, the DISTRICT will provide Springbrook with written notification of acceptance or rejection for each Deliverable within five (5) business days of delivery (the "Acceptance Period"). Failure to reject a Deliverable within the Acceptance Period will be deemed acceptance. If the DISTRICT, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy mutually agreed-upon acceptance criteria, the DISTRICT must so notify Springbrook in writing before the end of the Acceptance Period, specifying the deficiencies in detail. Springbrook will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to the DISTRICT as soon as practicable.

#### **2. FUNCTIONAL PERFORMANCE**

VENDOR will provide standard recommendations for the setup and configuration of the web server, database and application servers which are being provided by DISTRICT solely for the use of the Springbrook Software. The VENDOR will also provide standard recommendations for performance optimization on the network and other related systems.

DISTRICT understands and agrees that it has the responsibility to ensure Third-Party products and environments are configured appropriately for the demand that the Springbrook Software will place on them.

#### **3. TRAINING**

VENDOR shall provide all training in accordance with the Statement of Work or Order Form for the various user groups of the Springbrook Software. Additional training at

DISTRICT's request will be available at VENDOR'S then current rates (for similar agencies and similar services). Trainers shall be experienced and knowledgeable in the specific Springbrook Software they are teaching. VENDOR will provide the necessary training in accordance with the Statement of Work.

DISTRICT may request a replacement trainer if, in the opinion of DISTRICT, there is evidence that the trainer initially scheduled has been ineffective in conducting specific training sessions.

4. **MUTUAL COOPERATION.** DISTRICT and VENDOR mutually acknowledge that the implementation of the Springbrook Software and Cloud Software is a cooperative process requiring the time and resources of both DISTRICT and VENDOR personnel. Both parties agree to use all reasonable efforts to cooperate with and assist each other as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes scheduling the implementation-related services outlined in this Agreement. Neither party will be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure of the other party's personnel to provide such cooperation and assistance (either through action or omission).
5. **COMPLIANCE WITH PROJECT SCHEDULE**  
DISTRICT and VENDOR recognize that the Project Plan is a material part of this Agreement. If either Party believes the other Party's deficient performance under this Agreement is causing a delay in Project Schedule as provided in the Project Plan, the Parties shall address the issue as indicated in the SOW.
6. **PERSONNEL**  
After the Effective Date, and in coordination with the project kick-off activities identified in the Statement of Work - Exhibit D, VENDOR will make VENDOR project staffing assignments.

Once the VENDOR project team is assembled and DISTRICT counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. VENDOR agrees to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to DISTRICT, in order to render services in accordance with contractual requirements.

In the event VENDOR personnel do not provide services consistent with VENDOR services warranty or are otherwise negatively impacting the project, DISTRICT will notify VENDOR of that deficiency and give VENDOR a reasonable opportunity to

correct it. In the event that the deficiency persists in the reasonable determination of the DISTRICT, Springbrook will replace that project member, upon DISTRICT's written request. Replacement staff will be assigned following the same processes set forth above and shall have at minimum, the reasonably equivalent experience and project knowledge as the person being replaced.

## PROFESSIONAL SERVICES

- a. Additional Services. The Order Form contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates, if any) required for the project based on VENDOR understanding of the specifications DISTRICT supplied. If additional work is required, or if DISTRICT request additional services, VENDOR will provide DISTRICT with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. For the avoidance of doubt, If DISTRICT does not approve the addendum or change order in writing within the validity period, the scope of services shall remain as originally defined in the Order Form and Statement of Work.
  
- b. Cancellation. VENDOR make all reasonable efforts to schedule VENDOR personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if DISTRICT cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by VENDOR), DISTRICT will be liable for all (a) reasonable non-refundable expenses incurred by VENDOR on DISTRICT behalf, and (b) daily fees associated with cancelled professional services if VENDOR is unable to reassign VENDOR personnel. VENDOR will make all reasonable efforts to reassign personnel in the event DISTRICT cancels within two (2) weeks of scheduled commitments.

Site Access and Requirements. At no cost to VENDOR, DISTRICT agrees to provide VENDOR with full and free access to DISTRICT personnel, facilities, and equipment as may be reasonably necessary for VENDOR to provide Professional Services, subject to any reasonable security protocols or other written policies provided to VENDOR as of the Effective Date, and thereafter as mutually agreed to by DISTRICT and VENDOR.

## SECTION VII

### SOFTWARE MAINTENANCE

See Exhibit A – Cloud Services Agreement

## SECTION VIII

### ACCEPTANCE - LETTER OF COMPLETION

Within 90 days after go-live of each phase and at the end of the entire Project, DISTRICT will provide VENDOR with a Letter of Completion confirming that VENDOR has fully implemented the Springbrook Software and related services pertaining to the part of the service which has gone live, provided that for that phase all the following have been met.

1. VENDOR has met all requirements of the Agreement, including completion of all services and work necessary for deployment of the Springbrook Software and installation of all Licensed Application Software.
2. VENDOR has provided training to the DISTRICT as set forth in the Order Form.
3. VENDOR has provided all Licensed Application Software as required by this Agreement as set forth in Attachment C, including documentation.
4. All required Acceptance Testing has been completed by the DISTRICT and the License Application Software is operating as warranted and to the reasonable satisfaction of the DISTRICT.
5. All Software Maintenance Services and Technical Support Services, unless suspended in accordance with the terms of this Agreement, are in place and functional.

## **Payment Terms**

See Exhibit C – Order Form / Payment Terms

Invoicing and Payment. DISTRICT will be invoiced for the amounts and at the times set forth in the Order Form. Professional Services fees are due and payable within thirty (30) days of the invoice date.

Billing Info & Overdue Charges. DISTRICT is responsible for keeping Springbrook accurately and fully informed of the DISTRICT's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any Professional Service fees or Subscription Fees are not received from the DISTRICT by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

Notwithstanding any other provision of this Agreement, if DISTRICT disputes any portion of an invoice in good faith, it shall notify VENDOR in writing within 30 days of receipt of such invoice, specifying the disputed amount and reason. DISTRICT may withhold the disputed portion until resolved, while timely paying any undisputed amounts. If VENDOR disputes the DISTRICT'S claim, authorized representatives of the Parties will promptly confer in good faith in an effort to expeditiously resolve the dispute. If no resolution is agreed upon within thirty (30) days after the date of DISTRICT's notification of its claim, or other deadline as agreed upon by the Parties in

writing, the Parties will, within thirty (30) days, submit the matter to arbitration or, if mutually agreed, a different dispute resolution mechanism, and expeditiously proceed with such proceedings. Provided that the DISTRICT is reasonably cooperating in resolving any payment dispute, (a) the DISTRICT's period of time in which to pay the disputed portion of an invoice shall be extended until such time as the matter is resolved through a mutually acceptable settlement in writing, or adjudication of the claim by mediation, arbitration or a court of competent jurisdiction, and (b) VENDOR shall continue performing without disruption, and no interest or penalties shall accrue on properly disputed amounts. If the dispute resolved in VENDOR's favor, DISTRICT shall pay within 10 business days; if resolved in DISTRICT's favor, the disputed amount shall be waived or adjusted

If any undisputed amount owing by the DISTRICT hereunder for any of the Professional Services or Subscription Fees is thirty (30) or more days overdue, Springbrook may, without limiting its other rights and remedies, suspend the Professional Services or Subscription until such amounts are paid in full. The DISTRICT shall be responsible only for payment of Deliverables that have been completed, accepted, and are usable by the DISTRICT as of the effective date of termination.

## **SECTION IX**

### **APPLICABLE TAXES**

The fees in the Order Form do not include any taxes, including, without limitation, sales, use, or excise tax. DISTRICT is a tax-exempt entity. However, if any taxes are imposed on the transactions contemplated hereunder, DISTRICT shall be liable for such taxes. DISTRICT agrees to provide VENDOR with a tax-exempt certificate. DISTRICT has a valid direct-pay permit, DISTRICT agrees to provide VENDOR with a copy. For clarity, VENDOR is responsible for paying taxes based upon net income or any other tax normally paid by VENDOR shall be the sole responsibility of VENDOR.

*Vendor will Transfer all Cloud Software by remote telecommunications in order to comply with CA Code Regs. Title 18, Section 1502(f)(1)(D). CA Code Regs. Title 18, Section 1502(f)(1)(D), provides that the sale or lease of a prewritten program is not a taxable transaction if the program is transferred by remote telecommunications from the seller's place of business, to or through the purchaser's computer, and the purchaser does not obtain possession of any tangible personal property, such as storage media, in the transaction.*

## **SECTION X**

### **WARRANTIES & TERMINATION**

#### **1. COMPLIANCE WITH STATE AND FEDERAL REPORTING AND AUDIT REQUIREMENTS**

As long as DISTRICT maintains continuous support for the Springbrook Software included herein, VENDOR shall ensure that all Springbrook Software will comply



with any and all then-current applicable State and Federal reporting and/or audit requirements as applicable to the Springbrook Software.

2. WARRANTY OF PERFORMANCE

VENDOR will perform the Professional Services in a professional, workmanlike manner, consistent with industry standards. In the event VENDOR provides Professional Services that do not conform to this warranty, VENDOR will re-perform such services at no additional cost to the DISTRICT as the DISTRICT's sole remedy. This warranty will be in effect for a period of ninety (90) days from acceptance of any Professional Services.

3. SPRINGBROOK SOFTWARE WARRANTY

Subject to the limitations set forth in Section 14(b) of the Cloud Services Agreement, VENDOR warrants that during the Subscription Period the Springbrook Software will, in all material respects, operate in conformity with the then-current Cloud Specifications for the applicable Cloud Service version. If Springbrook Software does not perform as warranted, VENDOR will use all reasonable efforts, consistent with industry standards, to cure the non-conformity as set forth in the Maintenance and Support Policy. Springbrook does not warrant any Third-Party Software. The warranty disclaimer set forth in Section 14(d) of the Cloud Services Agreement is applicable to Springbrook's warranty for the Springbrook Software.

4. CORRECTION OF ERRORS UNDER WARRANTY

So long as DISTRICT has purchased ongoing maintenance and support services and continues to make timely payments for said services according to VENDOR's Invoicing and Payment Policy, VENDOR will, at no charge to the DISTRICT, promptly correct Defects in the Springbrook Software according to the terms of this Agreement so that the Springbrook Software will perform as required pursuant to this Agreement

5. ORAL REPRESENTATIONS

No DISTRICT or VENDOR employee has the authority to bind either party to any oral representation or warranty.

6. Section X (2 through 4) above sets forth the sole and exclusive warranties and remedies related to the Professional Services and associated Deliverables performed or provided hereunder. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS

## 7. TERMINATION

- a. Either party shall have the right to terminate this Agreement for any material breach of the other party's material obligations under this Agreement or as otherwise provided in the Cloud Service Agreement. As a prerequisite to termination, the aggrieved party shall refer such dispute to the Dispute Resolution Provision of this Agreement. Failing resolution through the Dispute Resolution Process, the aggrieved party shall provide the other party with a 30-day written notice which shall be specific as to the alleged material breach(s) and what steps are required to be taken by the alleged breaching party to cure the material breach. If said party cures said material breach within 30 days of its receipt of such notice this Agreement shall not be terminated for the alleged material breach which has been cured. If the aggrieved party determines the material breach(s) set forth in the notice are not cured within 30 days of its receipt of the notice, the party alleging breach shall provide the other party with a final written notice providing an additional 10 days to cure. If not cured within such 10 days of, the aggrieved party may terminate the Agreement. For the avoidance of doubt and subject to Section 5(b) below, termination of this Agreement shall automatically terminate all active Statements of Work and Order Forms, unless otherwise agreed in writing by the parties.
- b. DISTRICT shall have the right to terminate this Agreement without cause upon thirty days written notice.
- c. In the event of any termination, DISTRICT will pay VENDOR for all fees and expenses related to the software and/or services DISTRICT have received, or VENDOR have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in this Agreement at the time of termination in order to be withheld at termination. DISTRICT will not be entitled to a refund or offset of previously paid Subscription, license and other fees. Section 13(c) of the Cloud Service Agreement will also apply to termination.
- d. Within 30 days of the termination of this Agreement and subject to payment of all fees due hereunder, VENDOR shall provide DISTRICT with a complete and accurate copy of all DISTRICT Data in a database dump file format. After providing such data, VENDOR shall permanently delete all copies of DISTRICT Data from its systems, including backups, unless retention is required by law. Upon request, VENDOR shall certify in writing that all deletions have been completed. Except as set forth in Section 11(c) of the Cloud Service Agreement, VENDOR shall not use, retain, sell, or share any DISTRICT Data after termination for any reason.
- e. All terms and provisions of this Agreement that by their nature should survive termination in order to effectuate the purposes of this Agreement shall survive termination.

## 8. SUCCESSOR VENDOR COOPERATION & ASSISTANCE

Upon termination of this Agreement, or notification of termination of this

Agreement, should the DISTRICT desire to thereafter obtain the services or similar services provided for under this Agreement or services added to the system subsequent to this Agreement from another service agency or computer system, or to provide such in-house capabilities, VENDOR will be given the opportunity to reasonably cooperate and provide the necessary support and assistance in developing a VENDOR migration plan, acceptable to the DISTRICT provided that such cooperation is (1) of the type and scope Springbrook makes generally available to other similarly situated DISTRICTs and (2) reduced to writing in advance and to be performed at mutually agreeable rates.

VENDOR agrees to reasonably assist and aid any outside consultants, agencies, or governmental agencies either retained by the DISTRICT required by law to (1) audit, (2) document, or (3) provide audit trail documentation for any module or system constructed with VENDOR programming or assistance. Such assistance shall not require VENDOR to disclose any of its Confidential Information.

The DISTRICT agrees to pay VENDOR for such services at VENDOR'S prevailing professional rates.

## **SECTION XI**

### **LIABILITY, INDEMNIFICATION AND DEFAULT**

1. Intellectual Property Infringement Indemnification.
  - a. Subject to the limitations of liability set forth in Section XI (5) below and the terms and conditions of this Section XI (1), VENDOR will defend the DISTRICT against any Third-Party lawsuits alleging that the Springbrook Software or Documentation provided to DISTRICT hereunder infringes that Third-Party's patent, copyright, or trademark, or misappropriates its trade secrets (a "Claim"), and will pay the amount of any resulting adverse non-appealable final judgment entered against the DISTRICT by a court of competent jurisdiction (or settlement with the claimant to which VENDOR consents). To receive the foregoing defense and indemnity, DISTRICT must (i) notify VENDOR promptly in writing of the Claim, (ii) give VENDOR sole control over its defense or settlement, (iii) provide VENDOR with reasonable assistance, cooperation, and information in defending the Claim at VENDOR's expense, and (iv) make no admission of liability with respect to the Claim. The DISTRICT may, at its sole expense, actively participate in any suit or proceeding, through its own counsel. The foregoing subsections (i) through (iv) are referred to as the "Indemnity Requirements")
  - b. VENDOR's obligations under this Section will not apply to the extent the Claim or adverse final judgment is based on DISTRICT's: (a) use of a previous version of the Springbrook Software and the Claim would have been avoided had DISTRICT installed and used the current version of the Springbrook Software, and VENDOR provided notice of that requirement to DISTRICT; (b) combining the Springbrook

Software with any product or device not provided, contemplated, or approved by VENDOR; (c) altering or modifying the Springbrook Software, including any modification by third parties at DISTRICT's direction or otherwise permitted by DISTRICT; (d) use of the Springbrook Software in contradiction of the Cloud Specifications or other terms of this Agreement, including with non-licensed third parties; (e) willful infringement, including use of the Springbrook Software after VENDOR notifies DISTRICT to discontinue use due to such a Claim, or (f) compliance with DISTRICT's designs, specifications or instructions.

- c. If VENDOR receives information concerning an infringement or misappropriation claim related to the Springbrook Software, VENDOR may, at VENDOR's expense and without obligation to do so, either: (a) procure for DISTRICT the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case DISTRICT will stop running the allegedly infringing Springbrook Software immediately. Alternatively, VENDOR may decide to litigate the claim to judgment, in which case DISTRICT may continue to use the Springbrook Software consistent with the terms of this Agreement.
  - d. If an infringement or misappropriation claim is fully litigated and DISTRICT's use of the Springbrook Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which VENDOR consents), VENDOR will, at its option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate DISTRICT's license and refund the Subscription F fees paid for the infringing Springbrook Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. VENDOR will pursue those options in the order listed herein. This section provides DISTRICT's exclusive remedy for Third-Party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification. Subject to the limitations of liability set forth in Section XI (5) below and the terms and conditions of this Section XI (2), VENDOR will defend and indemnify DISTRICT and its agents, officials, and employees from and against any and all third-party claims and associated losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or real or personal property damage to the extent caused by VENDOR's negligence or willful misconduct; (b) VENDOR's violation of PCI DSS requirements or a law applicable to VENDOR performance under this Agreement; and (c) from a Data Breach Caused by VENDOR's failure to implement commercially reasonable security measures

To receive the foregoing defense and indemnity, DISTRICT must expense comply with the Indemnity Requirements. Notwithstanding the foregoing, failure to meet these requirements shall not relieve Vendor of its obligations under this section, except to the extent Vendor is materially prejudiced thereby

3. Indemnification by the DISTRICT. The DISTRICT will defend (or settle) and indemnify Springbrook, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim: (i) arising from allegations that the DISTRICT has used the Springbrook

Software in a manner that violates this Agreement or applicable law, or (ii) in connection with the nature and content of the DISTRICT Data processed by the Springbrook Software.

4. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED BY VENDOR IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VENDOR AND ITS SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SPRINGBROOK SOFTWARE OR SERVICES. SPRINGBROOK EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SPRINGBROOK SOFTWARE OR SERVICES OR MAINTENANCE AND SUPPORT OR THAT THE SPRINGBROOK SOFTWARE OR SERVICES WILL BE COMPATIBLE OR WORK WITH ANY DISTRICT OR THIRD-PARTY SOFTWARE OR HARDWARE. EXCEPT AS PROVIDED HEREIN, EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED BY VENDOR IN THIS AGREEMENT, THE SPRINGBROOK SOFTWARE, PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO DISTRICT ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.
  
5. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR'S CUMULATIVE AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO DISTRICT'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE SUBSCRIPTION FEES PAID BY DISTRICT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO A CLAIM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY.

NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO VENDOR'S OBLIGATIONS RELATED TO DATA SECURITY, BREACH NOTIFICATION, OR INDEMNIFICATION ARISING FROM A DATA BREACH. VENDOR SHALL REMAIN FULLY LIABLE FOR ALL COSTS, DAMAGES, AND LIABILITIES RESULTING

FROM ITS FAILURE TO COMPLY WITH ITS DATA SECURITY OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING COSTS OF BREACH RESPONSE, REGULATORY PENALTIES, AND THIRD-PARTY CLAIMS

6. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VENDOR, ITS EMPLOYEES, CONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, LOSS OF REVENUE, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, OR ANY LIABILITY OF DISTRICT TO A THIRD PARTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SPRINGBROOK SOFTWARE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO DISTRICT.

7. BANKRUPTCY/SUPPORT CESSATION

The term "default" as used in this Agreement shall include the institution of proceedings by or against VENDOR under federal or state bankruptcy laws and assignment or receivership for the benefit of creditors.

8. INSURANCE

a. VENDOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company authorized to do business in the State of California and Rated A-, VII by A.M. Best's or better, the following insurance:

- a policy or policies of broad-form commercial general liability insurance written on an occurrence basis with minimum limits of \$1,000,000.00 combined single limit coverage against bodily injury, death, loss or damage as a result of wrongful or negligent acts by VENDOR, its officers, employees, agents, and independent contractors in performance of services under this Agreement;
- property damage insurance with a minimum limit of \$500,000.00 per occurrence;
- automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of \$1,000,000.00; and
- Worker's Compensation insurance when required by law, with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater.

- b. The DISTRICT, its officers, employees, agents, and volunteers shall be named as additional insureds on the policies as to commercial general liability, property damage, and automotive liability. The policies as to commercial general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the DISTRICT shall be excess insurance only.
- c. Insurance coverage shall not be non-renewed, canceled, or reduced by the insurance carrier without the VENDOR giving the DISTRICT at least thirty (30) days prior written notice thereof. VENDOR agrees that it will not cancel, reduce, or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the DISTRICT.
- d. All policies of insurance shall cover the obligations of VENDOR pursuant to the terms of this Agreement and shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the DISTRICT; and shall be placed have a current A.M. Best's rating of no less than A-, VII.

VENDOR shall submit to DISTRICT (1) insurance certificates indicating compliance with the minimum insurance requirements above, and (2) insurance policy endorsements evidencing the additional insured requirements in this Agreement, in a form acceptable to the DISTRICT.

- e. Subrogation. With respect to any Workers' Compensation Insurance or Employer's Liability Insurance, the insurer shall waive all rights of subrogation and contribution it may have against the indemnitees.
- f. Failure to Maintain Insurance. If VENDOR fails to keep the insurance required under this Agreement in full force and effect, DISTRICT may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by VENDOR, which amounts may be deducted from any payments due VENDOR.
- g. VENDOR shall require that any subcontractors carry their own insurance, and that such insurance will meet the requirements agreed by VENDOR and DISTRICT.

## **SECTION XII**

### **GENERAL PROVISIONS**

#### **1. ASSIGNMENT**

This Agreement may be assigned by VENDOR to another person or organization that acquires a majority interest in VENDOR or in all or substantially all of the assets (51% or greater) of VENDOR as long as all contractual provisions are assumed by the acquiring person or organization. Any other assignment by either Party shall be made only with the prior written consent of both Parties. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

#### **2. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California and any and all disputes, arbitrations or legal actions shall be initiated and venue set in the state or federal courts serving Sacramento County, California.

### 3. MEDIATION

Should any dispute arise out of the termination or abandonment of this Agreement, and after referring such dispute to the Dispute Resolution Process (Exhibit "L") as defined herein without resolution, any party may request that it be submitted to mediation. The parties shall meet in mediation within 60 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by the American Arbitration Association, Judicial Arbitration and Mediation Service (JAMS) or other agreed-upon service. A "blindfolded" process shall select the mediator.

The mediation is to take place in Sacramento County, California.

The parties shall equally bear the cost of mediation. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action arising out of the termination or abandonment of this Agreement without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until an agreement is reached by the parties but not more than 30 days, unless the parties extend the maximum time by mutual agreement.

### 4. ARBITRATION

After mediation above, and upon agreement of the parties, any dispute or claim arising out of or relating to the termination or abandonment of this Agreement may be resolved by arbitration in accordance with rules agreed upon by the parties. The arbitration proceedings, if any, shall take place in a location mutually acceptable to the parties. The parties shall equally bear the costs and fees of arbitration.

### 5. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein.

This Agreement(s) may not be amended except by writing, signed by authorized representatives of DISTRICT and VENDOR. This Agreement shall be considered entered into in Sacramento County, State of California.

### 6. CONSTRUCTION

A term or condition of the Agreement can be waived only by written consent of both parties.

Title and paragraph headings contained in the Agreement are for convenient reference and do not constitute part of the Agreement and shall not affect the interpretation of the Agreement.



This Agreement shall be binding upon and inure to the benefit of the parties to the Agreement and their respective successors and assigns. The parties do not intend to create any Third-Party beneficiaries in entering into this Agreement.

7. SERVICE OF NOTICE

Any notice required or permitted to be sent under the Agreement shall be delivered by hand or mailed by registered mail, return receipt requested, to the addresses of the parties first set forth below.

Citrus Heights Water District  
6230 Sylvan Road  
Citrus Heights, CA 95610  
Attn: Annie Liu  
Director of Administrative Services / Treasurer

SPRINGBROOK HOLDING COMPANY LLC, INC.  
108 S 700 East  
American Fork  
UT 84003  
Attn: Chief Legal Officer

8. NON-DISCLOSURE & CONFIDENTIALITY

DISTRICT is a public entity and pursuant to the Public Records Act is subject to public disclosure of much of its information and documents.

DISTRICT agrees to use reasonable efforts to protect VENDOR'S software from unauthorized distribution and duplication and will provide VENDOR timely notice of any public records request that may result in disclosure of VENDOR's confidential information. DISTRICT will not oppose VENDOR's efforts to limit disclosure of its confidential information or intellectual property.

VENDOR agrees that in the course of providing software and services it will have access to constituent information, needed to support and maintain the application, and will use reasonable efforts to prevent the unauthorized disclosure of this information.

9. SEVERABILITY

In the event that any one or more of the provisions, or its application to any person or legal entity or circumstance, contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

10. INTERPRETATION

This Agreement supersedes all prior communications between the parties relating to the subject matter of this Agreement and constitutes the full understanding between the parties with respect thereto. No waiver of any provision of this Agreement nor any

modification or supplement hereto shall be binding, unless in writing and signed by an officer of VENDOR and the DISTRICT. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

#### 11. DISPUTE RESOLUTION

DISTRICT agrees to provide VENDOR with written notice within thirty (30) days of becoming aware of a dispute. DISTRICT agrees to cooperate with VENDOR in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with VENDOR appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent DISTRICT or VENDOR from seeking necessary injunctive relief during the dispute resolution procedures.

#### 12. THIRD-PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of VENDOR and DISTRICT. No Third-Party will be deemed a beneficiary of this Agreement, and no Third-Party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

#### 13. DISTRICT LISTS

DISTRICT agrees that VENDOR may identify DISTRICT by name in VENDOR's customer lists, marketing presentations, and promotional materials.

#### 14. CONFIDENTIALITY

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential or is marked as confidential or proprietary and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Confidential information may also include information regarding either Party's business or any aspect of this Agreement, including, without limitation, technology, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes or data codes, entity-relation or workflow diagrams, product plans, pricing, customer information and other technical, financial, marketing and business information. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this

Agreement. This obligation of confidentiality will not apply to information that:

- a. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- b. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- c. a party receives from a Third-Party who has a right to disclose it to the receiving party; or
- d. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event DISTRICT receive an open records or other similar applicable request, DISTRICT will give VENDOR prompt notice and not oppose VENDOR's efforts to prevent or limit disclosure of such information and otherwise perform the functions required by applicable law.

15. Without limiting the foregoing the parties will comply with Section 12 (Confidentiality) of the Cloud Service Agreement..

#### MULTIPLE AND AUTHORIZED SIGNATURES

This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

16. COOPERATIVE PROCUREMENT

To the maximum extent permitted by applicable law, VENDOR agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. VENDOR reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

17. FORCE MAJEURE

Except for DISTRICT payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

18. INDEPENDENT CONTRACTOR

VENDOR is an independent contractor for all purposes under this Agreement. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this Agreement will be deemed to create any agency, partnership, or joint venture relationship between the parties

19. CONTRACT DOCUMENTS & ORDER OF PRECEDENCE

This Professional Services Agreement includes the following Exhibits:

- Exhibit A      Cloud Services Agreement / Support & Maintenance
- Exhibit B      Xpress Bill Pay Agreement / Support & Maintenance
- Exhibit C      Order Form / Payment Terms
- Exhibit D      Statement(s) of Work
- Exhibit E      Vendor Proposal & Requirements responses

Each of the forgoing documents is an essential part of this Agreement and should be interpreted, when possible, to be complimentary and consistent. [Terms](#) or conditions that are contained in one of the foregoing documents but not another shall not be construed as being inconsistent or in conflict. In the event of conflict between provisions within this Agreement and exhibits, the following order of precedence shall apply:

1. Sections I-XII of the Professional Services Agreement
2. Exhibit A – Cloud Services Agreement / Support & Maintenance
3. Exhibit B – Xpress Bill Pay Agreement / Support & Maintenance  
Exhibit C - Order Form / Payment Terms  
Exhibit D - Statements of Work
4. Exhibit E – Springbrook’s RFP Response / Functional Requirements

The reference in the Order Form to a Professional Services Agreement under the caption of Governing Agreements shall be stricken.

"VENDOR"

"DISTRICT"

**SPRINGBROOK HOLDING COMPANY LLC CITRUS HEIGHTS WATER DISTRICT**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Hilary M Straus

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

General Manager

## Exhibit A

### Springbrook Cloud Services Agreement

The Professional Services Master Agreement to which this Exhibit A is attached (the "PSA") and the Springbrook Cloud Services Agreement (the "Cloud Agreement") utilize different defined terms. The following table shows the correlation of such defined terms.

<b>PSA</b>	<b>Cloud Agreement</b>
DISTRICT	Customer
VENDOR OR Springbrook	Springbrook
Springbrook Software	Cloud Service
DISTRICT Data	Customer Data
Personal Identifying Information	Personal Information



## SPRINGBROOK CLOUD SERVICE AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions, together with each Order Form entered into by the Parties that references such Terms and Conditions, constitute a binding agreement (“**Agreement**”) by and between Springbrook Holding Company, LLC, a Delaware corporation and its Affiliates (“**Springbrook**”) and the Customer identified on the Order Form (“**Customer**”). These Terms and Conditions become effective as of the date of the related Order Form or use of the Springbrook Services. Each of Springbrook and Customer is referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

Use of the Cloud Service, as defined below, is subject to the Agreement. If Customer is entering into the Agreement on behalf of a company, organization, or another legal entity (an “**Entity**”), Customer is agreeing to this Agreement for that Entity and representing to Springbrook that it has the authority to bind such Entity to the Agreement.

### Recitals

WHEREAS, Springbrook has developed an ERP solution for local government agencies that is offered as a SaaS-based cloud service (the “**Cloud Service**”); and

WHEREAS, Customer is interested in obtaining the functionality provided by the Cloud Service;

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### Agreement

1. **Definitions.** Certain capitalized terms used in the Agreement shall have the definitions set forth below.
  - (a) **Affiliate:** means an entity that controls, is controlled by or is under common control with a Party to the Agreement, where control means the legal or beneficial ownership of more than fifty percent (50%) of the voting shares of an entity or the ability to direct or cause the direction of management and policies of such entity.
  - (b) **Authorized User:** means one individual natural person, authorized by Customer to use the Cloud Service. Authorized Users may include but are not limited to Customer’s employees, contractors and agents. Each Authorized User will be associated with a single unique email address and password for purposes of accessing (and being identified within) the Cloud Service.
  - (c) **Channel Partner:** means an authorized reseller, distributor, or other channel partner of Springbrook from which Customer is able to procure some or all of the Springbrook Services.

- (d) **Cloud Software:** means the Springbrook proprietary software, in object code format, including Documentation, updates, patch releases, and upgrades with respect thereto, that Springbrook makes available for download or otherwise provides for use in connection with the Cloud Service. Cloud Software excludes any OSS and other third-party's software. If and as designated in the Specifications, the Cloud Software may be inclusive of application programming interfaces ("APIs") developed by Springbrook to enable interaction and integration with the Cloud Service.
- (e) **Cloud Specifications:** means the online specifications for the Cloud Service, as made available by Springbrook at <https://sprbrk.box.com/v/sprbrk-software-specs> (which URL location and content may be updated from time to time by Springbrook).
- (f) **Confidential Information:** means nonpublic, confidential, or proprietary information regarding either Party's business or any aspect of this Agreement, including, without limitation, technology, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes or data codes, entity-relation or workflow diagrams, product plans, pricing, customer information and other technical, financial, marketing and business information. Information that is marked or identified as confidential or proprietary or that would reasonably be considered to be confidential based on the nature of such information and the circumstances under which it is disclosed shall be deemed to constitute Confidential Information. Confidential Information may include confidential or proprietary information of third parties that the Disclosing Party is permitted to disclose, and does disclose, to the Recipient hereunder. Confidential Information may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding the above, "Confidential Information" shall not include information that: (i) the Recipient can demonstrate was in its possession at the time of disclosure and was not acquired by the Recipient directly or indirectly from the Disclosing Party on a confidential basis; (ii) becomes available to the Recipient on a non-confidential basis from a source other than Disclosing Party (whether directly or indirectly) and which source to the best of Recipient's knowledge did not acquire the information on a confidential basis; (iii) is approved for release or use without restriction by written authorization of an officer of the Party owning the Confidential Information; (iv) is independently developed by or for the Recipient without use of the Disclosing Party's Confidential Information; (v) subject to mandatory disclosure pursuant to a state's public records laws, or (vi) has become generally available to the public without breach of this Agreement by the Recipient or an affiliate of the Recipient.
- (g) **Customer:** means the entity that purchases a Subscription to the Cloud Service directly from Springbrook or through a Channel Partner.
- (h) **Customer Data:** means any and all content, eDocuments, materials, data and information that Customer or its Authorized Users, or others who input data into the Cloud Service, such as citizens of the jurisdiction to which Customer provides services, enter into the Cloud Service including but not limited to, personal information, information exchanged between Customer and an Authorized User or an Authorized User and a third party using the Cloud Service, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.



- (i) **Disclosing Party:** means a Party that discloses Confidential Information to a Recipient.
- (j) **Documentation:** means information describing the features, functionality, operating instructions and other aspects of the Cloud Service or Cloud Software. Information contained on Springbrook's publicly facing website does not constitute Documentation.
- (k) **Effective Date:** means the date of the first Order Form that is governed by these Terms and Conditions.
- (l) **Fees:** means amounts payable by Customer to Springbrook as consideration for the Springbrook Services.
- (m) **Intellectual Property Rights:** means any and all rights existing now or in the future under laws relating to patents, copyright, industrial design, moral rights, trade secrets, trademarks, publicity rights, and any and all similar proprietary rights, and any and all applications for registration, letters patent, renewals, extensions, divisions, continuations, reissues, and restorations thereof, now or hereafter in force and effect anywhere in the world.
- (n) **Maintenance and Support Services:** means Springbrook's obligations related to availability, error resolution, response to support requests, bug fixes, and the provision of updates and upgrades to the Cloud Software or Cloud Service as further described in Exhibit A hereto.
- (o) **Online Payments Schedule:** means service-specific terms and conditions applicable to the Springbrook Online Payments software, attached hereto as Exhibit B.
- (p) **Open Source Software or OSS:** means software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and may be embedded in the delivered Cloud Software.
- (q) **Optional Cloud Services:** mean the optional add-ons to the Cloud Service that may be available for purchase either directly from Springbrook or through Channel Partner, as more particularly described or identified in the applicable Order.
- (r) **Order Form:** means a purchase document executed by Customer and Springbrook in which Customer orders Springbrook Services.
- (s) **Order Terms:** means the ordering information (such as order date, products, quantity and similar information) and terms and conditions specified on an Order Form.
- (t) **Personal Information:** means any data that can identify or locate an individual.
- (u) **Professional Services:** means services relating to the Cloud Service, such as implementation, customization, and training.
- (v) **Recipient:** means a Party that receives Confidential Information from a Disclosing Party.
- (w) **Springbrook Services:** means the Cloud Service, Cloud Software, Maintenance and Support Services, and Professional Services.
- (x) **Subscription:** means a paid for right to access and use the Cloud Service.

- (y) **Subscription Period(s):** means the duration of a Customer's and its Authorized Users' active, paid Subscription to the Cloud Service, as designated in the Order Form(s).
- (z) **Supported Modification:** means a configuration of or modification to the Cloud Service requested by Customer that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.
- (aa) **Term:** shall be the period of time for which this Agreement is in effect, as further set forth in Section 13. Term is different from a Subscription Period.
- (bb) **Third Party Services:** means products, services, technology, and methods other than proprietary Springbrook Services.

## 2. Cloud Service Terms and Conditions.

- (a) Subject to compliance with the terms and conditions of the Agreement, including advance receipt of applicable Fees, Springbrook will make the Cloud Service available to Authorized Users during the Subscription Period for use in connection with the internal business purposes of Customer.
- (b) Springbrook hereby grants to Customer a limited, non-exclusive, non-transferrable right to access, implement, and configure the Cloud Software during the Subscription Period, solely for its internal business purposes in connection with use of the Cloud Service and in accordance with the Specifications.
- (c) Customer will ensure that all of its Authorized Users using the Cloud Services under its account comply with all of Customer's obligations under this Agreement. Customer is responsible for all activity (whether or not authorized by Customer) occurring under Customer's account, including acts and omissions of its Authorized Users and individuals using credentials of Authorized Users, as though they were those of Customer. Customer will notify Springbrook promptly of any unauthorized access or use of the Springbrook Services.
- (d) Customer will be responsible for meeting minimum system requirements for use of the Cloud Service accessible at <https://sprbrk.box.com/v/sprbrk-minimum-requirements> (which URL location and content may be updated from time to time by Springbrook) for use of the Cloud Service;
- (e) Customer will use the Springbrook Services only in accordance with the Agreement, the applicable Documentation, laws and government regulations, and any written instructions provided by Springbrook to Customer.
- (f) The Cloud Service is provided with a limit of Two Terabytes (2TB) of data storage for all cloud environments. Additional storage can be purchased from Springbrook by Customer in blocks of five hundred megabytes (500MB), with a price of one thousand dollars (\$1,000) per year. If a Subscription Period for the Cloud Service is nearing its expiration date or is otherwise terminated, Springbrook will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Springbrook. Springbrook's Data Storage Policy can be accessed at <https://sprbrk.box.com/v/sprbrk-data-storage-policy> (which URL location and content may be updated from time to time by Springbrook).

- 3. Restrictions on Use of the Cloud Service and Cloud Software.** Except as otherwise expressly provided in the Agreement (including any Exhibits), Customer shall not (and shall not permit any Authorized User or third party to):
- (a) make the Cloud Service available to anyone other than Authorized Users;
  - (b) use the Cloud Service, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics as set forth in the Agreement, including the applicable Order Form(s);
  - (c) sublicense, sell, resell, transfer, assign, distribute, share, lease, make any external commercial use of, outsource, use on a timeshare or service bureau basis, or use in an application service provider or managed service provider environment, or otherwise generate income from, the Springbrook Services;
  - (d) modify, obscure, alter, or remove any confidentiality or proprietary rights notices contained in the Springbrook Services;
  - (e) decompile, disassemble, or reverse engineer any portion of the Cloud Software or Cloud Service, or attempt to discover any source code or other operational mechanisms of the Cloud Software or Cloud Service (except where such restriction is expressly prohibited by law without the possibility of waiver, and then only upon prior written notice to Springbrook);
  - (f) use any third-party software provided with the Cloud Software or Cloud Service other than in connection with the Cloud Software or Cloud Service;
  - (g) use the Springbrook Services in violation of any applicable laws and regulations;
  - (h) use the Springbrook Services to (1) store, download or transmit infringing, libelous, or otherwise unlawful or tortious material, or malicious code or malware, or (2) engage in phishing, spamming, denial-of-service attacks, spreading viruses or other harmful code, or other fraudulent or criminal activity, (3) interfere with or disrupt the integrity or performance of third party systems, the Cloud Software, Cloud Service or data contained therein, (4) violate or infringe upon the rights of a third party, including those pertaining to contract, intellectual property, privacy, or publicity, or (5) attempt to gain unauthorized access to the Cloud Software or Cloud Service;
  - (i) access or use the Springbrook Services (inclusive of any APIs) for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Cloud Service or allow access by a direct competitor of Cloud Service;
  - (j) access the Springbrook Services for purposes of monitoring availability, penetration, or security testing, or any benchmarking;
  - (k) obtain or attempt to obtain intellectual property rights to any component of the Springbrook Services (inclusive of APIs) other than those expressly provided herein;
  - (l) create derivative works based on the Springbrook Services;
  - (m) use or allow the use of, the Springbrook Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under

export control laws of the United States or any other applicable jurisdiction.

**4. Customer Cooperation.** Customer is responsible for selecting Authorized Users and represents and warrants it shall select Authorized Users who are qualified to operate the Cloud Service and are familiar with the information, calculations, and reports that serve as input and output. Any data entry errors are the responsibility of Customer and Springbrook does not assume the cost of any necessary servicing, repair or correction arising from such errors. Customer acknowledges that successful installation, implementation and use of the Springbrook Services cannot be accomplished by Springbrook's efforts alone and requires substantial effort and cooperation by Customer. Both Springbrook and Customer shall at all times use their best efforts to actively participate and cooperate in data conversion, system installation, implementation, training and use, shall provide each other accurate and timely information, and shall afford each other reasonable access to information and facilities. All substantive communication between Springbrook and Customer will take place between Springbrook and a project manager designated by Customer.

**5. Third Party Services.** Customer may choose to obtain products and services that are provided or supported by third parties ("**Third-Party Services**") for use in conjunction with the Springbrook Services either directly from the third party providing the Third Party Services or indirectly through Springbrook where Springbrook acts as a reseller of the Third Party Services. Third Party Services may require Customer to enter into a license or other agreement with such third party for use of the Third-Party Services. Customer is solely responsible for obtaining any such license or other agreement for the Third-Party Services. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIRD-PARTY SERVICES ARE PROVIDED PURSUANT TO THE TERMS OF THE APPLICABLE THIRD-PARTY LICENSE OR SEPARATE AGREEMENT (IF ANY) BETWEEN THE PROVIDER OF THE THIRD-PARTY SERVICES AND CUSTOMER, CUSTOMER MAY SEEK REDRESS FOR USE OF THE THIRD-PARTY SERVICES SOLELY FROM THE THIRD PARTY PROVIDING THE THIRD-PARTY SERVICES, AND SPRINGBROOK ASSUMES NO RESPONSIBILITY FOR, AND SPECIFICALLY DISCLAIMS ANY LIABILITY OR OBLIGATION WITH RESPECT TO, ANY THIRD-PARTY SERVICE.

**6. Maintenance and Support Terms.**

(a) Support. Maintenance and Support Services, as described in Exhibit A, are included in the Cloud Service Subscription for no additional fees, except as provided otherwise in Exhibit A.

(b) Partner Support. Notwithstanding anything herein to the contrary, if Customer receives Maintenance and Support Services from an authorized Channel Partner, then the terms for such services agreed upon by Customer and such Channel Partner shall govern in lieu of those set forth in the Exhibit A attached hereto, and Springbrook shall have no support obligations to Customer.

**7. Ordering Process.**

(a) Order Forms. Customer may purchase the Springbrook Services (Cloud Service Subscriptions, Cloud Software licenses or Professional Services) by executing and submitting an Order Form. Execution of an Order Form referencing these Terms and Conditions makes them binding upon Customer, as does any access or use of the Springbrook Services. Upon execution of an Order Form by both Parties and subject to Customer's payment of the corresponding Fees, Springbrook will make the Cloud Service or Cloud Software, as applicable, available to Customer. Any terms and conditions contained in any quote, invoice, or purchase order that are inconsistent with or are in addition to the terms and conditions of the Agreement will be deemed stricken, unless expressly agreed to in writing by

Springbrook with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, it will become part of the Agreement and will supersede any conflicting terms herein.

- (b) No Requirement for Purchase Order. Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Springbrook has the right to issue an invoice and collect payment without a corresponding purchase order, provided, however, that if a Customer's procurement procedure requires the issuance of a purchase order or a purchase order number on a pertinent Order Form or Statement of Work, the purchase order is required to be provided to Springbrook. If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or Statement of Work.

## 8. Payment Terms.

- (a) Pricing. Customer will be invoiced for those amounts and at those prices set forth in an Order Form. Fees do not include any customization of the Cloud Software or Cloud Service (nor support for any such customizations, unless otherwise agreed in writing). If Customer's usage of the Cloud Software or Cloud Service is in excess of those amounts set forth in the Order Form, Customer may be billed for those overages. Customer acknowledges that purchases under the Agreement are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Springbrook regarding future functionality or features of the Springbrook Services. Except as otherwise specified herein or in an Order Form, (i) fees are based on the specified Springbrook Services purchased, (ii) payment obligations are noncancelable and fees paid are non-refundable, except for amounts paid in error that are not actually due under the Agreement or as otherwise expressly provided herein, and (iii) quantities purchased cannot be decreased during the relevant Subscription Period.
- (b) Payments. Springbrook will invoice Customer in advance for the Cloud Service. Customer shall pay Invoices within thirty (30) days of the invoice date. If Customer orders additional Subscription quantities or services part-way through an existing Subscription Period the initial Subscription Period for the additional quantity or services will be made coterminous with the existing Subscription Period and the Cloud Service Fee for such additional quantity will be prorated accordingly. Fees for Optional Cloud Service will be due at the same time as payment for the corresponding Cloud Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Springbrook shall have no responsibility for any invoices that are not received due to inaccurate or missing information provided by Customer. Customer shall pay interest on all payments not received by the invoice due date set forth above at a rate of one and a half percent (1.5%) per month or the maximum amount allowed by law, whichever is lower. All amounts due under this Agreement shall be paid by Customer in full without any set-off, counterclaim, deduction or withholding. Subscription Fees will be subject to an automatic annual increase in the amount set forth in the applicable Order Form. ("**Standard Annual Price Increase**"). Notwithstanding anything herein to the contrary, if Customer makes its payments pursuant to this Agreement to a Channel Partner, then the payment terms agreed by Customer and such Channel Partner shall govern to the extent anything in this Section 8 conflicts with such payment terms.

- (c) Taxes. Fees for Springbrook Services do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.
- (d) Suspension of Service. If any amount owing by the Customer for the Cloud Service is ninety (90) or more days delinquent, Springbrook may, in its sole discretion and cumulative to its other remedies under this Section, temporarily cease providing to Customer the Cloud Service.

#### 9. Ownership.

- (a) Ownership of Springbrook Services. As between Springbrook and Customer all right, title and interest to the Cloud Software, the Cloud Service, all technology underlying the foregoing, the Documentation, any improvements, design contributions, updates, or derivative works thereto, any knowledge or processes related thereto and/or provided hereunder, and all associated Intellectual Property Rights, belong solely to Springbrook, and is protected under the laws of the United States and the individual states and by international treaty provisions. Springbrook reserves all rights not granted herein.
- (b) Limited Rights. Customer shall only receive those rights in the Springbrook Services that are expressly granted to it hereunder. Customer acknowledges that the rights granted under this Agreement, as they pertain to Maintenance and Support and to the Cloud Software and Cloud Service, do not provide Customer with title to or ownership of the Cloud Software or Cloud Service.

**10. Feedback.** Customer grants Springbrook a royalty-free, fully-paid, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Springbrook Services (or Springbrook's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Springbrook Services.

#### 11. Security.

- (a) Customer Responsibilities. Information or data generated by the Cloud Service, that is provided to, and stored by, the Customer, is the sole responsibility of the Customer. Springbrook shall not be responsible for the theft, misappropriation, loss, or misuse of personal or entity related financial information, utility billing records, or any other financial information stored in Customer controlled electronic media or physical storage locations. Customer acknowledges that Customer is solely responsible for the Customer's security procedures, including but not limited to password security, encryption of sensitive information, proper handling of payroll

ACH files, physical custody of cash, internal audit procedures and processes, annual reporting, and proper training in security and backup procedures. In addition, the Customer and its related entities and affiliates agree to indemnify and hold harmless Springbrook, its contractors and agents from all costs, damages, expense and attorney's fees incurred in the event of any security breach, theft, misappropriation, loss, misuse of personal or entity related financial information, or other related incident.

- (b) **Security Breaches.** Customer acknowledges that, notwithstanding the security features of the Cloud Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 14, Springbrook will have no liability for any security breach caused by any such persons, entities, or technologies.
- (c) **Customer Data.** Customer shall be responsible for Customer Data as entered in to, applied or used in the Cloud Service. Customer is responsible for ensuring the accuracy, quality, integrity and legality of Customer Data. Customer grants to Springbrook the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Springbrook: (i) to provide the Springbrook Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 3 (Restrictions on Use of the Cloud Service and Cloud Software) if Springbrook has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement, including the Springbrook Privacy Policy. Springbrook may utilize the information concerning Customer's use of the Cloud Service (excluding any use of Customer's personal data or Customer's Confidential Information) to improve the Cloud Service, to provide Customer with reports on its use of the Cloud Services, and to compile aggregate statistics and usage patterns by customers using the Cloud Services. Customer represents and warrants that it owns or has full and unrestricted rights and authority to effectuate the grants set forth in this Section and there are no third parties who may claim rights or interests in the Customer Data or otherwise hinder such grants.
- (d) **Use of Aggregate Data.** Customer agrees that Springbrook may collect, use, and disclose quantitative data derived from the use of the Cloud Service for industry analysis, benchmarking, analytics, marketing, and other business purposes. All disclosed data will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Cloud Service.

## 12. Confidentiality.

- (a) **Confidentiality Term.** The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this Agreement ("**Confidentiality Term**").
- (b) **Confidentiality Obligations.** During the Confidentiality Term and subject to the other terms of this Agreement (including Springbrook's Privacy Policy, accessible at <https://sprbrk.box.com/v/sprbrk-privacy-policy>, which URL and its content may be updated from time to time by Springbrook), Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential

Information only to its employees, contractors or advisors on a need-to-know basis and who are bound by confidentiality and non-use restrictions at least as stringent as those contained herein. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner consistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

- (c) Legally Compelled Information. In the event the Recipient becomes legally compelled (by deposition, interrogatory, requests for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, or the Recipient determines that it is obligated by law, rule, statute or governmental regulation to disclose any of the Confidential Information, the Recipient shall provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party, if possible, may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the Recipient agrees to furnish only that portion of the Confidential Information that it is legally required to furnish and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. A Party's obligations hereunder with respect to legally compelled information shall continue to be applicable for all other purposes.
- (d) Publicity. During the term of this Agreement, including the term of any amendment hereto, Springbrook may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Springbrook Services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Springbrook web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Springbrook's products or services without Customer's prior written authorization.

### 13. Term and Termination.

- (a) Term. The term of this Agreement begins on the Effective Date and will remain in effect until all Cloud Service Subscriptions expire or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the "**Term**"). Except as otherwise specified in the applicable Order Form, all Cloud Service Subscriptions will have an initial three (3) year term and then automatically renew for successive three (3) year terms unless otherwise stated in the applicable order form, provided that either party may terminate this Agreement effective upon the expiration of the Subscription Period, by notifying the other party in writing at least sixty (60) days prior to the expiration of the Subscription Period. Cancellation notices should be sent to [operations@sprbrk.com](mailto:operations@sprbrk.com). This Agreement may be renewed at any time by execution of an Order Form referencing this Agreement, and any such renewal will be deemed part of the "**Term**" hereunder. Subject to Section 8(b) (Payments), pricing increases will be effective upon renewal of the Subscription Period and annually thereafter.
- (b) Termination. Springbrook or Customer may terminate the Agreement if the other party materially breaches a material provision thereof, including associated Order Form(s), and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Springbrook may immediately terminate this Agreement and/or Customer's Cloud Service Subscription or license to the Cloud Software upon Customer's breach of Section 3 (Restrictions on Use of the Cloud Service and Cloud Software). Either Party may also terminate the Agreement upon written notice if the other party suspends payment of its debts or experiences any



other insolvency or bankruptcy-type event.

- (c) Effect of Termination. Upon expiration or termination of this Agreement for any reason, (i) Customer shall immediately pay any amounts then owing to Springbrook; (ii) the right to access the Cloud Service or Cloud Software will end; and (iv) each Recipient will return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information in the Recipient's possession or control.
- (d) Other Termination. Springbrook may terminate this Agreement in the event the Cloud Software or Cloud Service, as applicable, is phased out across Springbrook's customer base. In such event, Springbrook will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Springbrook generally-available offering with comparable functionality.
- (e) Survival. All fees that have accrued as of such expiration or termination, and Sections 1, 5, 8, 9-12, 13(c), 14(d), 15, 16 and 17 will survive any expiration or termination hereof.

#### 14. Warranties.

- (a) Mutual Warranties. Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; (b) the Agreement does not conflict with any other agreement or arrangement to which a Party is bound, and (c) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.
- (b) Limited Warranty. Subject to the limitations set forth below, Springbrook warrants that during the Subscription Period, the Cloud Service will, in all material respects, operate in conformity with the then-current Cloud Specifications for the applicable Cloud Service version. Springbrook's sole and exclusive obligation, and Customer's sole and exclusive remedy, for a breach of this warranty shall be that Springbrook shall be required to use commercially reasonable efforts to modify the Cloud Service to conform in all material respects to the Specifications. Customer further acknowledges that the Cloud Service is not guaranteed to operate without interruptions, failures, or errors. Springbrook will not be responsible to the extent failure of the Cloud Service to operate as warranted is caused by or results from: (i) any modification to the Cloud Service other than a Supported Modification; (ii) combination, operation or use of the Cloud Service with Customer's or Third Party Services, software or systems;
  - (iii) abuse, willful misconduct, or negligence by anyone other than Springbrook or Springbrook's designee; (iv) installation, configuration and use of the Cloud Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Documentation or (v) any of the Exclusions (as defined in the Cloud Service Level Commitment).
- (c) Subscription Service Level Commitment. During the Subscription Period, Springbrook warrants that the Subscription Service will meet the performance level specified in Exhibit A, which sets forth Customer's sole and exclusive remedy for Springbrook's failure to achieve the stated Cloud Service performance level.
- (d) Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 14, ALL SPRINGBROOK SERVICES ARE PROVIDED "AS IS" AND SPRINGBROOK AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY

AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SPRINGBROOK SERVICES. SPRINGBROOK EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SPRINGBROOK SERVICES OR MAINTENANCE AND SUPPORT OR THAT THE SPRINGBROOK SERVICES WILL BE COMPATIBLE OR WORK WITH ANY CUSTOMER OR THIRD-PARTY SOFTWARE OR HARDWARE.

#### 15. Mutual Indemnification.

- (a) Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Springbrook, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim: (i) that a third party has suffered injury, damage or loss resulting from Customer's or any Authorized User's use of the Software or Cloud Service, or (ii) arising from allegations that Customer has used the Software or Cloud Service in a manner that violates this Agreement or applicable law, or (iii) in connection with the nature and content of Customer Data processed by the Software or Cloud Service.
- (b) Indemnification by Springbrook.
  - (i) Intellectual Property Indemnification. Subject to the terms and conditions of this Section 15, Springbrook will (a) defend at its expense any filed lawsuit (a "Claim") brought against Customer by a third party (the "Claimant") to the extent such Claim alleges that the Cloud Service or Cloud Software provided by Springbrook to Customer hereunder violates or infringes the Claimant's patents, trademarks or copyrights or misappropriates the Claimant's trade secrets (collectively, "IP Rights"), and (b) either (i) indemnify Customer with respect to any final, non-appealable judgments, costs, fines or penalties awarded, entered or assessed against Customer by a court of competent jurisdiction that directly result from a Claim, or (ii) pay the value of any settlement with the Claimant agreed to by Springbrook.
  - (ii) Springbrook Options. If a temporary or permanent injunction is obtained against the use of any part of the Cloud Service or Cloud Software for the reason that they infringe or misappropriate any third party's IP Rights or there is a reasonable likelihood of such an injunction, Springbrook may at its option (a) modify the Cloud Service or Cloud Software to avoid the allegation of infringement, (b) obtain for Customer the right to continue using the Cloud Service or Cloud Software, or (c) replace the allegedly infringing Cloud Service or Cloud Software with non-infringing and functionally equivalent technology. In the event that none of the foregoing is commercially reasonable, Springbrook may terminate Customer's right to use the allegedly infringing portion of the Cloud Service or Cloud Software.
  - (iii) Exclusions. Springbrook will not be liable or have any obligations hereunder for any infringement of IP Rights resulting from (a) the combination, utilization or integration of the Cloud Service or Cloud Software with Customer's or any third party's products or technology, (b) compliance with Customer's designs, specifications or instructions; (c) unauthorized modification of the Cloud Service or Cloud Software by any entity other than Springbrook, (d) use of the Cloud Service or Cloud Software other than as specified in Springbrook's published specifications and

documentation, (e) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; or (f) Customer's breach of the Agreement.

(iv) THIS SECTION 15 STATES THE ENTIRE OBLIGATION OF SPRINGBROOK, ITS AFFILIATES AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF IP RIGHTS BY THE CLOUD SOFTWARE, CLOUD SERVICE OR ANY OTHER SPRINGBOOK SERVICES.

(c) Indemnification Requirements. In connection with any claim for indemnification under this Section 15, the indemnified party must: (i) provide the indemnifying party prompt written notice of such claim; (ii) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; (iii) give sole authority to the indemnifying party to defend or settle such claim; and (iv) make no admission of liability with respect to the claim. The indemnified party may, at its sole expense, actively participate in any suit or proceeding, through its own counsel.

#### 16. Limitation of Liability.

- (a) Waiver of Consequential Damages. Neither Springbrook nor any other person or entity involved in creating, producing, or delivering the Springbrook Services will be liable for any indirect, incidental, special, punitive, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, loss of revenue, service interruption, computer damage or system failure or the cost of substitute products or services, or other commercial or economic loss of any kind whatsoever, or any liability of Customer to a third party, arising out of or in connection with this Agreement or from the use of or inability to use the Springbrook Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, even if Springbrook was advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to Customer.
- (b) Maximum Liability. In no event will Springbrook's aggregate liability hereunder to Customer or any third party arising out of or in connection with this Agreement or from the use of or inability to use the Springbrook Services, whether in contract, tort or under any other theory of liability, exceed the total amount paid by Customer in the twelve (12) month period preceding the incident. These limitations shall apply notwithstanding any failure of essential purpose of any remedy.
- (c) If Customer or Authorized Users use the Cloud Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Springbrook and hold it harmless against those risks.

#### 17. Other Terms and Conditions.

- (a) Dispute Resolution. This Agreement is governed by the laws of the State of California without regard for its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1) unless the Parties mutually agree otherwise. The place of arbitration will be California. Either party may apply to the arbitrator

for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy hereunder, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs.

- (b) Other Agencies. Each Party understands and agrees that this Agreement may be used by other governmental agencies under substantially the same terms and conditions, excluding pricing, duration, scope of services to be provided, and other terms unique to the Customer. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the Customer and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency, other than Customer, assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the Customer or any governmental agency to competitively procure any or all items. The foregoing does not authorize either Party to disclose Confidential Information of the other Party.
- (c) Equitable Relief. The Recipient acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information or misappropriation or infringement of a Party's Intellectual Property Rights could cause substantial harm to the Disclosing Party or owner of such Intellectual Property Rights for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure, misappropriation or infringement, the injured Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity.
- (d) Assignment. Springbrook may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving a merger, acquisition, or the sale of all or substantially all of its stock or assets. Assignment by a Customer of its rights and obligations hereunder requires the advance written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- (e) Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements of the Parties with respect to the transactions set forth herein.
- (f) Severability and Amendment. If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect the other provisions of this Agreement, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Agreement will be effective unless it is described in writing and signed by all Parties.
- (g) Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the third business day after mailing by first class mail, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Springbrook Services (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 17).

- (h) Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Cloud Service or Cloud Software in violation of any U.S. export embargo, prohibition or restriction. Further, in connection with the services performed under this Agreement and Customer's use of the Cloud Services or Cloud Software, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.
- (i) Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.
- (j) Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- (k) Force Majeure. Springbrook will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.

*Exhibits Follow*

## **EXHIBIT A MAINTENANCE AND SUPPORT AVAILABILITY**

This Exhibit A is part of the Springbrook Cloud Service Master Agreement Terms and Conditions. It may be updated from time to time by Springbrook in its sole discretion.

### **I. SUPPORT POLICY**

#### **Updates**

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Springbrook's discretion. Springbrook is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Cloud Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Cloud Service.

#### **Support Commitment**

In support of the Cloud Service, Springbrook will provide Customer with the following first line support: Telephone Support. Springbrook's Customer Resource Center (CRC), a live technical support facility, will be available to Customer from 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday, excluding Springbrook's observed holidays.

Email Support. Springbrook provides an electronic mail address ([help@sprbrk.com](mailto:help@sprbrk.com)) to which Customer may submit routine or non-critical support requests. Email Support Requests will be addressed by Springbrook during its regular business hours of 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday.

Online Support Materials. Springbrook will make available to Customer certain archived client-side software updates and other technical information in Springbrook's online support databases. This Online Support will be continuously available to Customers.

#### **Upgrade/Downgrade of Severity Level**

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production database, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

#### **Third Party Product Support**

If any third-party software is supplied by Springbrook, Springbrook disclaims all support obligations for such third-party software, unless expressly specified by Springbrook in Customer's Agreement.

## Exclusions

The following Support Exclusions are not covered by this Support Policy: (a) Support required due to Customer's or any End User's or third party's misuse of the Services; (b) Support during times outside of Springbrook's regular business hours stated above; (c) Support necessitated by external factors outside of Springbrook's reasonable control, including any force majeure event or Internet access or related problems.

## Response and Resolution Goals

Springbrook will respond to Customer's Support Requests in a manner appropriate for the severity of the reported issue and will use good faith efforts to achieve the goals listed below.

### A. Critical Severity Level

Definition. System or application is non-functional or seriously affected and there is no reasonable workaround available (e.g., business is halted).

Response goal. Confirmation of receipt within 1 business hour. Update as information arrives or at the interval agreed with the Customer.

Resolution goal. Upon confirmation of receipt, Springbrook begins continuous work on the case. Springbrook will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated, provided there is an agency representative available to assist with issue diagnosis and testing during the resolution process.

### B. High Severity Level

Definition. System or application is affected and there is no workaround available, or the workaround is impractical (e.g., system response is very slow, day to day operations continue but are impacted by the work around).

Response goal. Confirmation of receipt within 4 business hours.

Resolution goal. Springbrook will put forth the effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.

### C. Medium Severity Level

Definition. System or application feature is non-functional, and a convenient workaround exists (e.g., non-critical feature is unavailable or requires additional user intervention).

Response goal. Confirmation of receipt within 8 business hours.

Resolution goal. Springbrook will put forth the effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.

#### D. Low Severity Level

Definition. System or application feature works, but there is a minor problem (e.g., incorrect label, or cosmetic defect).

Response goal. Confirmation of receipt within 24 business hours

Resolution goal. Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

## II. AVAILABILITY

### Service Availability:

Springbrook will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Cloud Service provided hereunder and in an applicable Order Form and (b) operate and manage the Cloud Service with a ninety-nine and one-half percent (99.5%) uptime goal (the "**Availability SLA**"), excluding situations identified as "Exclusions" below.

"Exclusions" means any outage that results from any of the following:

- (a) Any maintenance performed by Springbrook during Springbrook's standard maintenance windows. Springbrook will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "**Scheduled Maintenance**").
- (b) Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
  1. Customer's failure to provide Springbrook with reasonable advance prior notice of any pending unusual large deployments of new nodes (e.g., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
  2. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions;
  3. Any misconfiguration by Customer (as determined in Springbrook's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Cloud Service; and
  4. Force majeure or other circumstances beyond Springbrook's reasonable control that could not be avoided by its exercise of due care.
- (c) Failures of the Internet backbone, telecommunications systems, ISP failures, or the network by which Customer connects to the Internet backbone or any other network unavailability.
- (d) Any window of time when Customer agrees that Cloud Service availability/unavailability will not be monitored or counted.
- (e) Any problems resulting from Customer combining or merging the Cloud Service with any hardware or software not supplied by Springbrook or not identified by Springbrook in the Specifications as being compatible with the Cloud Service.





- (f) Interruptions or delays in providing the Cloud Service resulting from telecommunication or Internet service provider failures. Customer's or any third party's use of the Cloud Service in an unauthorized or unlawful manner.

**Remedies for Excessive Downtime:**

In the event the Availability of the Cloud Service falls below the Availability SLA in a given calendar month, Springbrook will pay Customer a service credit ("**Service Credit**") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Cloud Service during the applicable calendar month. Springbrook will apply any Service Credits only against future Cloud Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Springbrook. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Springbrook to provide the Cloud Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this Exhibit A.

System availability is measured by the following formula:  $x = (n - y) * 100 / n$

Notes:

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus Exclusions; and "y" is the total number of downtime hours in the given calendar month not caused by an Exclusion.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max \$840)
70.0% - < 80.0%	30% (max of \$1,120)
60.0% - < 70.0%	40% (max of \$1,400)
< 50%	50% (max of \$2,800)

**Customer Account Login:**

For Springbrook user interface access, Springbrook uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Springbrook will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

**Hosting:**

Springbrook's SaaS platform (servers, infrastructure, and storage) for the Cloud Service is and will remain hosted in one of the largest data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Springbrook's data center provider is and will remain SSAE 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure.

Security Patching and updates are actively evaluated by engineers and will be deployed based upon



the impact and risk and stability benefits they offer to Springbrook's SaaS platform and Customers. Springbrook will attempt to provide customers reasonable prior notice to security changes, updates, and patches, unless the delay will lead to a significant risk of impact to customer data.

**Fees:**

Maintenance and Support Services, as described herein, are included in the Cloud Service Subscription for no additional fees, except as follows:

Springbrook will bill Customer on an hourly basis for the following services that are beyond the scope of standard Maintenance and Support Services;

- (a) Maintenance or Support in cases where repeated operator-produced error by the same user continues to occur despite notification to Customer;
- (b) Maintenance and Support associated with applications not purchased by Customer from Springbrook, as documented in an appropriate Order Form or Statement of Work;
- (c) Maintenance and Support outside the scope of this Agreement;
- (d) Maintenance and Support necessitated by Customer's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Cloud Software or Cloud Service and compliance with local, state and federal regulations and auditors requirements;
- (e) Costs associated with Customer's creation or modification of data in Springbrook's database except through the appropriate use of the Cloud Software or Cloud Service;
- (f) Costs associated with Customer's own actions to integrate the Cloud Software or Cloud Service with applications or services not purchased from Springbrook;
- (g) Costs associated with Customer's failure to meet the terms and conditions of this Agreement;
- (h) Costs associated with additional labor or out of pocket expenses incurred while providing support to Customer in cases where Springbrook has requested but Customer has denied remote access into a user workstation or the server housing the Cloud Software; and
- (i) Labor and travel costs associated with providing on-site for services covered by this Agreement.



## EXHIBIT B

### ONLINE PAYMENTS SCHEDULE

#### 1. Definitions.

“**Citizen**” means the person who uses Online Payments (as defined below) to complete a payment processing that results in the debiting or charging of an amount to such person’s payment instrument and the crediting of funds to Customer.

“**Online Payments**” means an optional third-party add-on to the Cloud Software that Springbrook facilitates designed to collect payment information for the purpose of payment processing.

“**Payment Application(s)**” refers broadly to all third-party payment applications, gateway, processors, payment terminals, and service providers that store, process, or transmit cardholder data as part of authorization or settlement, where these payment applications are sold, distributed or licensed to Customer.

#### 2. Online Payments.

- (a) During the Term, and subject to compliance with the terms and conditions of this Exhibit, Springbrook will provide the right to access to, and use of, Online Payments to Customer’s Citizens with an Online Payments enabled Account. For the avoidance of doubt, Springbrook is only facilitating access to and use of Online Payments and is not a provider of Online Payments.
- (b) To facilitate payments, Customer will be required to provide Springbrook with certain Customer Data, including specifically, information that allows Springbrook to: (a) transmit Customer’s identifying information to a Payment Application; (b) if applicable, receive appropriate payment authorization from a Payment Application; and (c) collect any other information that Customer or Payment Application requires of Springbrook in order to facilitate payment processing. Customer authorizes Springbrook to store, process, and transmit Customer Data as necessary for a Payment Application to facilitate payment processing between Customer and a third party designated by Customer. Unless otherwise provided, Online Payments will temporarily store information received from Customer, such as account information for a Payment Application only for the purpose of facilitating the payment processing.
- (c) The payment processing facilitated through Online Payments is processing activities between Customer and a third party and/or Customer and a Payment Application, and not with Springbrook. Payment Applications are independent contractors and not agents, employees or subcontractors of Springbrook. Springbrook does not control and is not responsible for the payment methods made available by the Payment Applications through Cloud Software nor the Third-Party Services that are sold or purchased by Customer. Customer acknowledges and agrees that Springbrook cannot ensure that Citizen or third party will complete a payment processing or that it is authorized to do so.
- (d) Springbrook will maintain a current PCI-DSS Attestation of Compliance (“AOC”) which shall be available upon request to Customer once per year.

### 3. Additional Customer Responsibilities.

Springbrook's provision of Online Payments is conditioned on Customer's acknowledgement of and agreement of the following:

- (a) Customer is solely responsible for registering and maintaining an account with Online Payments in order to facilitate the payment processing via Online Payments;
- (b) Customer is solely responsible for complying with: (i) all laws applicable to the payment processing conducted by customer via Online Payments; (ii) all terms of use or other terms and conditions between Customer and Payment Applications.
- (c) Customer is solely responsible for the acts and omissions of its Authorized Users in relation to their use of Online Payments and for ensuring that such use complies with the terms of the Agreement;
- (d) Customer has exclusive control over and responsibility for the content, quality, and format of any payments processing it submits to be processed via Online Payments. Nothing in this Exhibit may be construed to make Springbrook a party to any payment processed by Online Payments, and Springbrook makes no representation or warranty regarding the payment processing sought to be affected by Customer's use of Online Payments; and
- (e) Customer is solely responsible for any and all disputes with any Payment Applications or Citizens related to or in connection with a payment processing sought to be facilitated via Online Payments, including, but not limited to: (i) chargebacks; (ii) products or services not received; (iii) return of, delayed delivery of, or cancelled products or services; (iv) cancelled transactions; (v) duplicate transactions or charges; (vi) electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances; and (vii) amount of time to complete payment processing.

### 4. Payment Warranties; Disclaimers' Limitation of Liability.

- (a) Springbrook Payments Warranty. The parties acknowledge and agree that, notwithstanding any of the provisions of the Agreement, Springbrook's sole and exclusive warranties with respect to Online Payments are set forth in the following sentence. Springbrook warrants that Online Payments as delivered to Customer and used in accordance with the Agreement and its applicable specifications will perform substantially in accordance with the specifications associated with the Software.
- (b) Disclaimer. Except for the express warranties for the Cloud Software set forth above, Springbrook:
  - (a) makes no additional representation or warrant of any kind-whether express, implied in fact or by operation of law, or statutory-with respect to Online Payments; (b) disclaims all implied warranties, including, but not limited to, merchantability, fitness for a particular purpose, non-infringement and title; and (c) does not warrant that Online Payments will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of Springbrook to any third party.
- (c) Limitation of Liability. Springbrook shall not be responsible or liable for any claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute that may arise between Customer and a Citizen, and /or Customer and a Payment Application



regarding the payment processing ("Payment Processing Disputes"), and Customer hereby agrees that it will not bring or assert any action, claim or cause of action in jurisdiction or forum against Springbrook arising from or relating to a Payment Processing Dispute.

**5. Third Party Claims.**

In addition to the third party claims obligations and subject to the indemnification procedures under the Agreement, Customer will indemnify and defend Springbrook against, any Claim to the extent arising from or related to: (a) improper use of Online Payments by Customer or its Authorized Users or Citizens; (b) any breach by Customer of its obligations hereunder; (c) the nature and content of all cardholder data or any related data thereto provided by customer, its Authorized Users or Citizens through use of Online Payments; (D) violation of any law or the rights of a third party by Customer through its use of Online Payments and/or the actions or inactions of any third party to whom Customer grants permissions to use Customer's Account or access Online Payments on Customer's behalf; and (e) the terms of an agreement between Customer and a Citizen, or Customer and a Payment Application.

## **Exhibit B**

### **Xpress Bill Pay Agreement**

The Gateway Services Master Agreement set forth in this Exhibit (the “Gateway Agreement”) is an agreement between Citrus Heights Water District and Xpress Solutions, Inc., a subsidiary of Springbrook Holding Company, LLC (“Springbrook”). The Gateway Agreement is not governed by any of the terms of the Agreement to which this Exhibit B is attached. Springbrook is not a party to the Gateway Agreement.

**Order Form:** Q-30921-1  
**Date:** 8/15/2024, 1:29 PM  
**Expires On:** 3/31/2025



**Phone:** (800) 768-7295  
**Email:** info@xpressbillpay.com

**Ship To:**  
Michael Shorter  
Citrus Heights Water District  
6230 Sylvan Road  
Citrus Heights, California 95610  
mshorter@chwd.org

**Bill To:**  
Citrus Heights Water District  
6230 Sylvan Road  
Citrus Heights, California 95610

### Gateway Services Master Agreement

This Gateway Services Master Agreement (this "**Agreement**") is entered into by and between Xpress Solutions, Inc. DBA Xpress Bill Pay ("**Xpress**") and Customer identified on the Order Form ("**Customer**"), together referred to as the "**Parties**" and each individually as a "**Party**."

WHEREAS, Xpress offers a program that enables its customers, including Customer, to use the proprietary technology offered by Xpress (the "**Xpress Services**"), along with the banking and payments services of its financial institution partner, Zions Bancorporation, National Association or such other financial institution partner identified by Xpress from time-to-time ("**ODFI**") (the "**Banking Services**"), to accept Automated Clearing House ("**ACH**") payments from Customer's clients (each, a "**Payor**") for goods and services provided by Customer, as well as certain Additional Services (defined below) in connection with the same (the "**Xpress Program**"); and

WHEREAS, Customer desires to, and Xpress agrees to permit, Customer to participate in the Xpress Program subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1.0 Term and Renewal:** The Initial Term (the "**Initial Term**") of this Agreement shall be thirty-six (36) months from the date on which this Agreement is executed by the Parties. This Agreement shall automatically renew for an additional thirty-six (36) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees (defined below) and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the Parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in [Section 2.0](#) in any given fiscal year of Customer.

**2.0 Fees and Payments:** Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Order Form and [Exhibit A](#) (collectively the "**Fees**"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than thirty (30) days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in [Exhibit B](#) (the "**Customer Account**") on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any Fee that is due as described in [Exhibit A](#). If there are insufficient funds in Customer Account to cover the Fees, Xpress will contact Customer for resolution which will include resubmission up to three (3) times, subject to the Rules and Regulations (defined below). Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

#### **3.0 Services Provided: Obligations of Customer:**

A. Customer shall be subject to "know your customer" and related due diligence requirements established by Xpress and ODFI (the "**Onboarding Requirements**"). Customer must satisfy the Onboarding Requirements at all times during the Term in order to be eligible to use the Xpress Services or the Additional Services and shall provide to Xpress all information requested by Xpress or ODFI for such purpose. Customer represents and warrants that any information that Customer provides to Xpress or that Xpress otherwise obtains pursuant to this Agreement for purposes of complying with the Onboarding Requirements is accurate and complete, and Customer will notify Xpress in connection with any changes to this information.

B. In addition to the Xpress Services, Xpress will provide Customer with the additional services described below (together, the "**Additional Services**");

1. Xpress has developed a web-based payment gateway interface that can be used by Customer for accepting payments from Customer's clients via ACH, electronic funds transfer ("EFT"), or credit cards (the "**Gateway Services**"). If desired by Customer, Xpress will, through an affiliate and pursuant to separate terms, facilitate the acquisition of the necessary processing services for the acceptance of credit cards.

2. Xpress has engaged Zions Bank to provide electronic funds transfers (EFT), Bank Bill Pay (BBP), and Lockbox services using its established banking relationships (the "**Check Services**"). Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into the Program Account (defined below) and deposit funds as necessary for the clearing of payments received for Customer. Customer acknowledges that in order to use the services described in this section, it must maintain a bank account and third-party processing relationships approved by Xpress.

C. To initiate an ACH transaction through the Xpress Services (a "**Transaction**"), Customer will submit Transaction instructions to Xpress containing all information required by the payment platform provided by Xpress. Transactions are placed through Xpress as a third-party sender of ACH transactions with Customer as the "originator" of those Transactions under the Rules and Regulations. Xpress will send all transactions through ODFI all in accordance with the terms of this Agreement, the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA) and the applicable federal statutes and regulations governing ACH transactions (collectively the "**Rules and Regulations**"). As between the Parties, Customer is solely responsible for ensuring Transactions are consistent with the instructions of the Payor and shall bear all liability associated with any errors, including incorrect account information, included in the Transaction instructions.

D. ODFI will remit ACH and check Transaction funds to an ODFI-owned account established by ODFI and Xpress for the benefit of all Program customers (the "**Program Account**"). Customer acknowledges as a part of the Program Account, Xpress and ODFI participate in a sweep program (the "**Sweep Program**") through which ODFI acts as Customers agent to automatically deposit or "sweep" all Customer funds from the Program Account into sweep program bank partners, up to applicable Sweep Program limits. Funds held in such Sweep Program may generate fees or interest. Customer assigns any of its right, title or interest in such fees or interest to Xpress as consideration for the provision of the Xpress Services pursuant to this Agreement, in addition to the Fees as described herein. Upon Customers withdrawal request, ODFI will effect withdrawal of the relevant Transaction funds from the Program Account to the Customer Account. For avoidance of doubt, Customer hereby designates ODFI as its agent for purposes of sweeping Customer funds from the Program Account to the Sweep Program, and otherwise participating in the Sweep Program as set forth herein.

#### **4.0 Support Services and Service Levels: Errors:**

A. Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for Customer and Payors within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.

B. Customer must contact Xpress immediately at 1-800-768-7295 if Customer believes that: (i) a Transaction has been initiated without Customer or Payor's authorization; (ii) a Transaction has occurred that neither Customer nor Payor authorized; (iii) a Transaction has been processed incorrectly to or from the Program Account; or (iv) a Payor informs Customer that its transaction history contains an error, or Customer finds that the Program Account history contains an error (each, an "**Error**"). For clarity, if Customer gave a third party access to the relevant Program Account, and that person conducts transactions that neither Customer nor the Payor anticipated, these transactions do not constitute Errors. Customer must notify Xpress within the period required by the Rules and Regulations after any such Error first appeared in Customer or a Payor's transaction history, with such notification including all information as requested by Xpress, in order for Customer to be eligible for a remedy. Xpress will determine whether an Error has occurred as soon as reasonably practicable after Customer notifies Xpress. Xpress will inform Customer of the results of its investigation as soon as reasonably practicable after completing its investigation. Liability for Errors shall be as set forth in Section 10.

**5.0 Software or Hardware:** Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit C. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

**6.0 Customer Account Authorization:** Customer hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to the Customer Account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

**7.0 Accepting Transactions:** Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Transactions that have been received in a proper format and on a timely basis. Any Transaction returned to Xpress will be represented in accordance with the Rules and Regulations.

**8.0 Returned Entries:** Xpress will apply returned Transactions to the Program Account when they are received. All returns will be processed and available through Xpress software, or by other means, as agreed to by Xpress and the Customer. With respect to each Notification of Change ("**NOC**") Entry or Corrected Notification of Change ("**Corrected NOC**") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Transaction to the Receiver's account, whichever is later.

**9.0 Reports:** Xpress will provide a detailed report of all funds transfers collected for the Customer's account. All reporting will be via the Internet.



**10.0 Limits of Xpress Liability:** Xpress will be responsible for Xpress' performance of the Xpress Services and the Additional Services in accordance with the terms of this Agreement, and applicable Rules and Regulations. Xpress does not accept responsibility for Errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which ACH or check Transactions may be originated or Xpress receives or transmits information in connection with the Xpress Services or the Additional Services. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.

**11.0 Representations and Warranties Regarding Payors:** Customer warrants that it will provide Xpress with relevant billing information for Payors. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all ACH and check Transactions processed for Customer by Xpress that: (a) each Payor has authorized the debiting and/or crediting of his, her, or its account, (b) each ACH and check Transaction is for an amount agreed to by the Payor, (c) each ACH and check Transaction is in accordance with the Rules and Regulations and properly authorized in all other respects, (d) Payors are U.S. persons and are not the target of economic or financial sanctions imposed by any government authority. Customer agrees to comply with Xpress' requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating ACH and check Transactions immediately upon receiving actual or constructive notice of the termination or revocation by the Payor of authority. Customer must provide Xpress immediate notice if Client detects illegal, fraudulent, deceptive or suspicious activity associated with a Payor.

**12.0 Regulatory Compliance:**

A. Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH and check transactions of any kind. Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all ACH Transactions, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all ACH Transactions that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned ACH Transactions, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.

B. Customer acknowledges that XBP is a technology provider and not a bank or financial institution, and – as such – the holding and movement of Customer funds as necessary for the Xpress Services or Additional Services are undertaken solely by Zions Bank. XBP is not an FDIC-insured institution. FDIC insurance protects only against the failure of insured depository institutions and not the failure of nonbanks like XBP and its affiliates.

**13.0 Record Keeping:** Customer agrees to keep full and accurate data and records of its utilization of Xpress Services, the Check Services, and of ACH and check Transactions for at least two (2) years after the date of the relevant Transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the Xpress Services. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.

**14.0 Compliance:** Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer will not use the Xpress Services or the Check Services, nor permit such services to be used by Payors (i) to facilitate ACH or check Transactions that are inconsistent with the limitations on the amount, velocity, or other limitations as may be established by Xpress or ODFI from time to time; (ii) to facilitate ACH or check Transactions that are inconsistent with Xpress' Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit C; or (iii) in any manner that gives rise to fraud or violates, or that causes Xpress or ODFI to violate, the Rules and Regulations. Xpress will comply with all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations. For avoidance of doubt, all Banking Services, including the holding and transfer of funds in connection with the Program, are performed solely by ODFI; the functions performed by Xpress in support of the Program are limited to providing technology and related to enable Customer to access the Program, including the Banking Services.

**15.0 Termination:** This Agreement may be terminated by either party upon not less than 30 days' written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

**16.0 Governing Law; Attorneys' Fees:** This Agreement shall be governed by and construed under the laws of the State of California. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

**17.0 Independent Contractors:** Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

**18.0 No Warranty:** Xpress makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Xpress has been advised of the possibility of such damages.

**19.0 Entire Agreement:** This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

**20.0 Successors and Assigns; Third Party Beneficiary:** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other; provided, that no such consent shall be required in connection with an assignment by Xpress to an affiliate. The parties hereby agree that the ODFI is a third-party beneficiary of this Agreement, and shall have the right to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.

**21.0 Waiver:** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

**Accepted by:**  
Xpress Solutions, Inc.

**Accepted by:**  
Citrus Heights Water District

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

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

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

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

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

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

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

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

**EXHIBIT A**  
Fees

Initial Configuration Fees		
PRODUCT	DESCRIPTION	RATE
Payment System - Setup & Configuration	Payment System - Setup & Configuration - Online Payment Module, Auto Pay Module, Card Swipe Module	USD 0.00
Training - Onsite Per Day	Training - Onsite Per Day - Does not include travel. You shall reimburse roundtrip airfare and hotel stay.	USD 0.00

Transaction Fees	
PRODUCT	RATE PER TRANSACTION
*Credit/Debit Card Transactions	USD 0.85
EFT Transactions	USD 0.95
EFT Returned Item Basic - Invalid account number or unable to locate account	USD 7.00
EFT Return NSF or Account Closed	USD 14.00
EFT Return Stop Payment or Charge Back	USD 30.00
XBP Deposit Account Withdrawals (6 Free Per Month then \$6.25)	USD 6.25
Bank Bill Pay Transactions	USD 0.25
Toll Free IVR Surcharge	USD 1.25
Toll Free Operator Assisted Surcharge	USD 2.00
Pay by Text Surcharge	USD 0.25

Maintenance & Support
PRODUCT
Monthly Support & Hosting - \$0.035 per customer bill. Minimum \$100.
Monthly Account Maintenance Fee - \$29 - Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account

Hardware				
PRODUCT	DESCRIPTION	RATE	QTY	NET PRICE
USB Card Reader	USB Card Reader	USD 85.00	1	USD 85.00

*\*Additionally, merchant services will be needed for card processing. Merchant service fees will be billed directly from the merchant service provider.*

**Special Order/Invoicing Terms (if any):**

The Xpress Bill Pay Setup & Configuration fee of \$2,200 and the Training fee of \$550 are waived if Xpress Bill Pay is purchased as the same time as the Springbrook ERP software. Although the day rate of \$550 is waived, reimbursement of airfare and hotel stay for onsite training would still apply.

**EXHIBIT B**  
Customer Account Information

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: \_\_\_\_\_

Account Type: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

## EXHIBIT C ACCEPTABLE USE POLICY

### Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at <https://secure.xpressbillpay.com/mktg/AcceptableUsePolicy.pdf>.

### Purpose/Scope

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

### Policy

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

#### 1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws.
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more news groups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.
- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan Horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;

- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to ensure compliance with this Policy generally, and also of this provision specifically.

## 1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

## 1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

## 1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.



### 1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.  
108 South 700 East  
American Fork, UT 84003  
800-768-7295  
security@xpressbillpay.com

### 1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which may be requested by sending an email to info@xpressbillpay.com.

### 1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

Confidential. Protected under trade secret.

**Exhibit C**

**Springbrook Order Form**

Order Form: Q-26403-1  
 Creation Date: 4/17/2024, 1:37 PM  
 Expires On: 6/1/2024



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

**Ship To:**  
 Annie Liu  
 Citrus Heights Water District  
 6230 Sylvan Road  
 Citrus Heights, California 95610  
 aliu@chwd.org

**Bill To:**  
 Citrus Heights Water District  
 6230 Sylvan Road  
 Citrus Heights, California 95610

Account Manager	E-mail	Phone Number	Payment Terms
Gary Kaber	gary.kaber@sprbrk.com	520-820-6167	Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Utility Billing Subscription	USD 24,050.00	1	30.000	USD 16,835.00
Fixed Assets Subscription	USD 7,850.00	1	30.000	USD 5,495.00
Licenses and Permits Subscription	USD 7,850.00	1	30.000	USD 5,495.00
Purchase Orders Subscription	USD 7,450.00	1	30.000	USD 5,215.00
Finance Suite Subscription	USD 29,150.00	1	30.000	USD 20,405.00
Employee Self Services Subscription	USD 2,400.00	1	30.000	USD 1,680.00
Payroll Subscription	USD 7,850.00	1	30.000	USD 5,495.00
Human Resources Management Subscription	USD 5,450.00	1	30.000	USD 3,815.00
Open Enrollment Subscription	USD 0.00	1	0.000	USD 0.00
LMS Subscription	USD 9,900.00	1	45.000	USD 5,445.00
Onboarding Subscription	USD 9,900.00	1	45.000	USD 5,445.00
Applicant Tracking Subscription	USD 9,900.00	1	45.000	USD 5,445.00
<b>Annual Product Pricing Total:</b>				USD 80,770.00

Estimated Professional Services						
PRODUCT	DESCRIPTION	LIST PRICE	NET PRICE	QTY	DISC %	NET PRICE
Standard Professional Services	Standard Professional Services - Utility Billing	USD 240.00	USD 168.00	250	30.000	USD 42,000.00
Standard Professional Services	Standard Professional Services - Fixed Assets	USD 240.00	USD 168.00	22	30.000	USD 3,696.00
Standard Professional Services	Standard Professional Services - License and Permits	USD 240.00	USD 168.00	45	30.000	USD 7,560.00

PRODUCT	DESCRIPTION	LIST PRICE	NET PRICE	QTY	DISC %	NET PRICE
Standard Professional Services	Standard Professional Services - Purchase Orders	USD 240.00	USD 168.00	15	30.000	USD 2,520.00
Standard Professional Services	Standard Professional Services - Finance Suite	USD 240.00	USD 168.00	190	30.000	USD 31,920.00
Standard Professional Services	Standard Professional Services - Employee Self Services	USD 240.00	USD 168.00	32	30.000	USD 5,376.00
Standard Professional Services	Standard Professional Services - Payroll	USD 240.00	USD 168.00	250	30.000	USD 42,000.00
Standard Professional Services	Standard Professional Services - HR Suite	USD 240.00	USD 168.00	35	30.000	USD 5,880.00
Standard Professional Services	Standard Professional Services - Open Enrollment	USD 240.00	USD 168.00	20	30.000	USD 3,360.00
<b>Estimated Professional Services Total:</b>						USD 144,312.00

Fixed Fee Professional Services						
PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE	
Fixed Fee Professional Service	Fixed Fee Professional Services - LMS Subscription	USD 6,000.00	1	30.000	USD 4,200.00	
Fixed Fee Professional Service	Fixed Fee Professional Services - Onboarding	USD 6,000.00	1	30.000	USD 4,200.00	
Fixed Fee Professional Service	Fixed Fee Professional Services - Applicant Tracking	USD 6,000.00	1	30.000	USD 4,200.00	
<b>Fixed Fee Professional Services Total:</b>						USD 12,600.00

**Grand Total: USD 237,682.00**

\* excludes applicable sales tax

## Order Details

Customer Name: Citrus Heights Water District

Customer Contact: Annie Liu

Governing Agreement(s): This Order Form is governed by the terms of the Agreement to which it is attached.

3 Years

Term(s):

## 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 for three (3) years or for the term specified in this Order Form, unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days prior to the expiration of the current Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than four percent (4%) 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

Software Licenses, Subscriptions, Maintenance, and Hosting (New):

Annually in advance upon Order Start Date.

Software Subscriptions, Maintenance, and Hosting (Add-Ons):

Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.

Software Subscriptions (Migrations):

Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. 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.

Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):

Sixty (60) days in advance of the Order Start Date.

Print Services and Transaction Fees:

Monthly, in arrears for transactions in the prior month.

Hardware and One-Time Licenses:

Upon the Effective Date of this Order Form.

Estimated Time and Material Professional Services, On-Site Professional Services, and Travel Expenses\*:

Monthly, in arrears for services in the prior month unless specified in Special Term.

Implementation Fixed Fee Professional Services:

The Effective Date of this Order Form unless specified in Special Terms.

## Professional Service Key Terms and Conditions:

- **Time and Material Pricing:** Professional Services time and material pricing is based on expected hours using Springbrook's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of \$15,000 or 20%, a signed change order is necessary to proceed. Adjustments below this threshold will be implemented and invoiced as incurred.
- **\*On-Site Professional Services:** On-Site professional services are billed at a daily minimum rate, regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as a separate line item as they are incurred.
- **Cancellation or Postponement:** Customer agrees to participate in all scheduled meetings and minimize repeated cancellations. Customer shall provide no less than two (2) business days' written notice should any scheduled meeting, training session or other activity need to be cancelled or postponed. If Customer fails to provide such notice, Springbrook shall invoice the Customer for the lost or delayed scheduled time, with a minimum charge of two (2) hours. Additional charges may apply based on the resources and preparation required for the meeting.

- **Customer Responsibilities:** The customer will provide adequate internal resources and ensure the accuracy of all information provided to Springbrook. Customers are responsible for extracting data from any legacy systems and transferring the data into Springbrook's import templates.

## Special Order Terms

Special Order Terms (if any):

Fixed fee professional services will be invoiced \$10,080 at contract execution and the remaining \$2,520 at go-live. Customer will receive two (2) complimentary tickets to Activate for attendance at either the 2025 or 2026 event year. Tickets cover event admission only and do not include travel or related expenses. To register, Customer must notify their sales representative

**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**

**Citrus Heights Water District**

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

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

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

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

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

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

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

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

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



**Exhibit D**  
**Statement of Work**



## **Citrus Height Water District**

Prepared for:

Annie Liu  
Director of Administrative Services

Annie Liu  
Director of Administrative Services  
Citrus Heights Water District  
3/6/2025  
6230 Sylvan Road  
Citrus Heights, CA 95610  
Gary Kaber  
Senior Account Executive  
gary.kaber@sprbrk.com  
916-915-0017 – Phone  
520-820-0050 - Mobile



March 7, 2024

Annie Liu  
Director of Administrative Services  
Citrus Heights Water District  
6230 Sylvan Road  
Citrus Heights, CA 95610

Dear Annie,

**Subject: Springbrook Project and Implementation Services**

Springbrook is honored and excited to partner with Citrus Heights Water District to deploy its Cirrus Cloud Platform. This statement of work outlines Springbrook's recommended strategy for Citrus Heights to fully realize Springbrook's value and begin to receive a return on investment as quickly as possible.

Leveraging the best practices from hundreds of successful engagements for other customers, we've outlined a customized and comprehensive deployment plan for your review in this SOW. The details include a high-level project scope, defined project deliverables, and a preliminary project timeline.

Thank you for your continued trust in Springbrook. We are looking forward to continuing the successful momentum.

Please contact me if you have any questions regarding this proposal.

Sincerely,

Gary Kaber  
Senior Account Executive  
Springbrook  
E: [gary.kaber@sprbrk.com](mailto:gary.kaber@sprbrk.com)  
P: 916-915-0017  
M: 520-820-0050



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## Document Control

Date	Author	Version	Change Reference
3/07/2025	Springbrook	1.0	
03/11/2025	Springbrook	2.1	Additional timeline details added
03/19/2025	Springbrook	3.0	Response to redlined item section Page 20

## INTRODUCTION AND OVERVIEW

This Statement of Work (SOW) outlines the key objectives, deliverables, and responsibilities associated with the software project to be undertaken by Springbrook and Citrus Heights Water District (hereby referred to as District). This document serves as a formal Agreement between the Parties involved and provides a comprehensive overview of the project scope, timelines, and expectations.

The software implementation project, led by Springbrook, aims to address specific business needs and enhance operational efficiency through the ongoing development, installation, configuration, and training of Springbrook's Cirrus Cloud Platform software solution.

By establishing clear guidelines and expectations, this SOW ensures effective project management, promotes stakeholder collaboration, and serves as a reference point throughout the project's lifecycle. The SOW is intended to serve as a foundational document that aligns all Parties involved and facilitates the successful execution of the project.

It is essential that all stakeholders thoroughly review and understand the contents of this SOW before proceeding with the project. Any modifications or changes to the agreed-upon scope, timelines, or deliverables must be documented and mutually agreed upon through a formal Change Control Process.

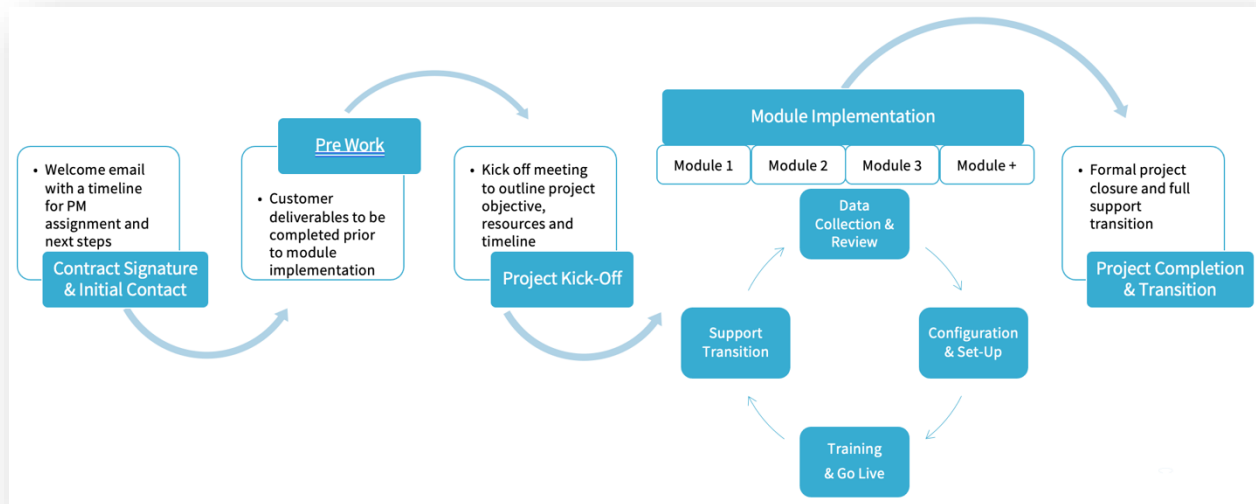
The following sections will provide detailed information on the project's scope, objectives, deliverables, timelines, resource requirements, and other relevant considerations. It is imperative that all Parties involved adhere to the terms and conditions outlined in this SOW to ensure the successful completion and delivery of Springbrook's software.

The estimated timeline associated with this SOW is Estimated: 6 Months\*

\* This is with the expectation that Citrus Heights Water District has the resources available to implement multiple modules at one time. Timeline begins once Citrus Heights has all data loaded into the test environment.

## IMPLEMENTATION FRAMEWORK

The software implementation framework comprises five key elements that outline the stages and activities involved in successfully deploying and transitioning Springbrook software solutions to customers:



1. **Contract Signature & Initial Contact:** This initial stage involves signing the contract between the Springbrook and the customer. It marks the beginning of the implementation process and includes establishing initial contact with the customer to set expectations, clarify requirements, and gather the necessary information to initiate the project.
2. **Customer Pre-Work:** In this phase, the customer undertakes preparatory activities to ensure a smooth implementation process. This may include providing access to relevant systems and data, conducting user readiness assessments, and identifying key stakeholders who will be involved in the implementation. This document is to be completed by the District.
3. **Project Kick-Off:** The project kick-off marks the official start of the implementation process. During this phase, Springbrook and the District come together to finalize project deliverables, timelines, and resources. The project team is introduced, roles and responsibilities are defined, and a detailed project plan is established. This phase sets



the foundation for successful collaboration and communication throughout the implementation.

4. **Module Implementation:** This stage focuses on the actual implementation of software modules or components. It involves configuring the Springbrook solution based on the customer's specific requirements. The module implementation phase includes activities such as data migration, system integration, testing, and training. It ensures that Springbrook's software solution is tailored to the customer's needs and aligns with their business processes.
5. **Project Completion & Support Transition:** The software implementation framework's final phase involves the project's completion and the transition to ongoing support. This includes finalizing any remaining tasks, concluding post-go-live services, and communicating project completion. The transition to support involves transferring knowledge and responsibilities to the customer's support team, ensuring they are equipped to handle any future software maintenance and support needs.

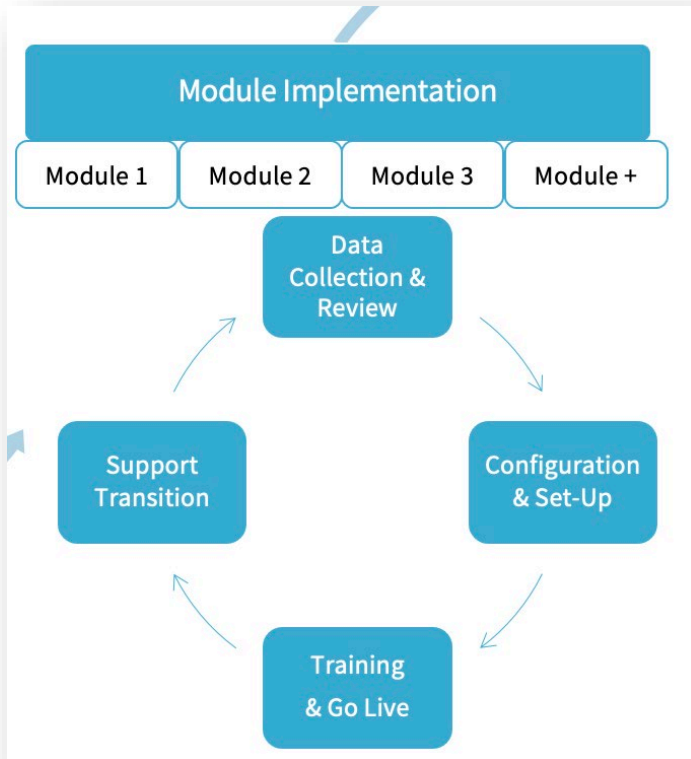
By following this software implementation framework, both Springbrook and the customer can ensure a structured and efficient deployment process. It enables effective project management, clear communication, and collaboration between all stakeholders, ultimately leading to a successful software implementation and a smooth transition to ongoing support.

## MODULE IMPLEMENTATION DETAILS

The software implementation framework consists of four key elements that guide the process of deploying and transitioning software solutions to users:

1. **Data Collection and Review:** In this initial stage, data relevant to the software implementation is collected and reviewed. This includes gathering existing data, such as customer records or system information, and conducting a thorough analysis to ensure data accuracy and completeness. The goal is to lay the foundation for successful configuration and set-up of the software. Important data considerations.
  - a. District is responsible for the business data quality assessment and/or data cleansing and extraction of the data from legacy systems in a format specified by the project team.
  - b. Springbrook expects to complete data conversion iterations with the District's active participation in each iteration to address data conversion issues in a timely manner.
  - c. Springbrook expects District to effect the changes for incorrect fields/records before providing data extracts for conversion.
  - d. District will help Springbrook in validating the data after the conversion is complete.

- e. Data Verification is the responsibility of District. Base-level testing will be conducted by District to review that data conversion is without any errors.



2. **Configuration and Set-Up:** Once the necessary data has been collected and reviewed, the software is configured and set up to meet the organization's specific requirements. This involves tailoring the software solution to align with the organization's processes, workflows, and business rules. Configuration may include defining user roles and permissions, customizing forms or templates, and integrating the software with existing systems or databases. The focus is on optimizing the software's functionality and usability to best suit the organization's needs.

3. **Training and Go-Live:** In this phase, end-users receive comprehensive training on how to

effectively use the software. Training sessions may include workshops, hands-on exercises, or virtual training modules to familiarize users with the software's features and functionalities. The training also covers best practices, tips, and any specific guidelines or procedures relevant to the software usage. Once training is completed, the software is officially launched and made available to end-users, marking the go-live milestone.

- 4. **Support Transition:** The support transition phase involves shifting from the implementation team to the ongoing support and maintenance team. During this phase, knowledge transfer and handover activities occur, ensuring that the organization's support team is equipped to handle user inquiries, troubleshoot issues, and provide ongoing assistance. This may include providing documentation, support materials, and contact information for technical support. The support transition phase ensures a smooth transition from implementation to ongoing support, facilitating long-term success and sustainability of the software solution.

By following this software implementation framework, organizations can effectively deploy and transition to a new software solution. The framework provides a structured approach that covers essential steps such as data collection and review, configuration and set-up, training, and





support transition. This ensures that the software is tailored to meet the organization's needs, users are trained on its effective usage, and ongoing support is in place to address any future issues or concerns.

## **DATA MIGRATION DETAILS**

The following data templates are available to upload exiting data into Springbrook. These templates and their validations are the responsibility of the District to export the data. The only data to be uploaded is called out in the following templates below:

### **Accounts Payable:**

- Vendors
- 1099 Year to Date transactions

### **Accounts Receivable:**

- Open Invoices

### **Bank Reconciliation:**

- Open Checks

### **Finance:**

- Chart of Accounts
- Finance History (3 Years Total: Current + 2 Years)
- Beginning Balances (this is the ending balance of 4<sup>th</sup> Fiscal Year and needs to be in place to have the first fiscal year's beginning balances in place)
- Current Fiscal Year Budget

### **Fixed Assets:**

- Assets

### **Inventory Control:**

- Inventory Transactions
- Physical Inventory

### **Payroll:**

- Employee Data
- Employee Deduction/Benefits
- Employee Accruals

### **Project Management:**

- Budget Adjustments

### **Purchase Orders:**

- Open Purchase Orders

### **System Wide Access:**

- Bank(s)/Bank Account(s)

### **Utility Billing:**

- Source data provided by customer

## PROJECT METHODOLOGY

The PDCA (Plan-Do-Check-Act) process is a widely recognized framework for continuous improvement and problem-solving. It promotes a systematic approach to identify, analyze, implement, and monitor improvements throughout the project lifecycle. The PDCA cycle consists of four iterative steps: Plan, Do, Check, and Act.

1. **Plan:** In the planning phase, the project team identifies goals, defines objectives, and determines the best course of action to achieve them. This includes analyzing requirements, establishing success criteria, and creating a detailed plan outlining tasks, timelines, resources, and responsibilities.



2. **Do:** The "Do" phase involves executing the planned activities, implementing the solutions, and carrying out the project tasks according to the established plan. This step focuses on effective communication, collaboration, and coordination among team members to ensure smooth project execution.

3. **Check:** During the "Check" phase, project performance and outcomes are evaluated against the predefined objectives and success criteria. This includes monitoring key performance indicators, conducting quality assurance reviews, and gathering feedback from stakeholders. The purpose is to assess whether the project is on track and if any deviations or issues need to be addressed.

4. **Act:** In the "Act" phase, based on the findings from the "Check" phase, necessary corrective actions and improvements are implemented. This may involve making adjustments to the project plan, revising processes, or resolving identified issues. The focus is on continuously improving project performance and ensuring that lessons learned are incorporated into future iterations or projects.

The PDCA process is a cyclical and iterative approach, with each cycle building upon the knowledge and insights gained from the previous one. It encourages a proactive and flexible mindset, fostering a culture of learning and adaptability within the project team.

By incorporating the PDCA process into the project, Springbrook Software aims to drive continuous improvement, optimize project outcomes, and ensure the successful delivery of high-quality software solutions. The project team will actively engage in each phase of the



PDCA cycle, leveraging feedback and data-driven insights to refine processes, enhance performance, and achieve project objectives effectively.



## PROJECT SCOPE

### Citrus Heights Water District Current System

Session Information		Version Information	
Users	Current: 10 Total Registered: 37	Microsoft Dynamics GP	18.00.0672 (R2)
Site	Citrus Heights	Dexterity	18.00.0016.000
Language-Country	English-US	SmartList	18.00.0664
Server	Dynamics GP 2018	Database	SQL Server
Session ID	64	System	Windows 8
Size	58665MB	ODBC Driver Manager	03.80.0000
		ODBC Driver	11.00.3000
		Microsoft SQL Server 2016 (SP3-GDR) (KB5046855) - 13	

### Current System of Record

Confirmation of the current system and version the customer's actively using today.

Springbrook Enterprise	<input type="checkbox"/>	Version:
Springbrook Express	<input type="checkbox"/>	Version:
KVS	<input type="checkbox"/>	Version:
Softright	<input type="checkbox"/>	Version:
PUBLIQ	<input type="checkbox"/>	Version:
Other	<input checked="" type="checkbox"/>	System: Sage 100 ERP

### Product Audit

	In Scope	Migrate History		In Scope	Migrate History
AP - Accounts Payable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IC – Inventory Control	<input type="checkbox"/>	<input type="checkbox"/>
AR –Accounts Receivable	<input type="checkbox"/>	<input type="checkbox"/>	LP – Licenses Permits	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BP – Building Permits	<input type="checkbox"/>	<input type="checkbox"/>	PT – Parking Ticket	<input type="checkbox"/>	<input type="checkbox"/>
BR – Bank Reconciliation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PO – Purchase Orders	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BT – Business Tax	<input type="checkbox"/>	<input type="checkbox"/>	PR - Payroll	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CM – Code & Contact Management	<input type="checkbox"/>	<input type="checkbox"/>	PM – Project Management	<input type="checkbox"/>	<input type="checkbox"/>
CH – Clearing House	<input checked="" type="checkbox"/>	<input type="checkbox"/>	SA – Special Assessment	<input type="checkbox"/>	<input type="checkbox"/>
CR – Cash Receipts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	UB – Utility Billing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EB – Extended Budgeting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	WO – Work Orders	<input type="checkbox"/>	<input type="checkbox"/>
FA – Fixed Assets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Workflows	<input type="checkbox"/>	<input type="checkbox"/>
GL – General Ledger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Open Gov Integration	<input type="checkbox"/>	<input type="checkbox"/>
GL Chart Security	<input type="checkbox"/>	<input type="checkbox"/>	Tax	<input type="checkbox"/>	<input type="checkbox"/>
HR – Human Resources	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Multi-Muni	<input type="checkbox"/>	<input type="checkbox"/>



### Springbrook Web Applications, API's and Custom

	In Scope	Migrate History		In Scope	Migrate History
Applicant Tracking	<input type="checkbox"/>	<input type="checkbox"/>	Open Enrollment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Online Business Licensing	<input type="checkbox"/>	<input type="checkbox"/>	Inventory Control API	<input type="checkbox"/>	<input type="checkbox"/>
Online Business Tax	<input type="checkbox"/>	<input type="checkbox"/>	Parking Tickets Synchronization API	<input type="checkbox"/>	<input type="checkbox"/>
Online Contact Management	<input type="checkbox"/>	<input type="checkbox"/>	UB Service Requests API	<input type="checkbox"/>	<input type="checkbox"/>
Employee Self Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Custom Identified	<input type="checkbox"/>	

### Integrations

	In Scope	API		In Scope	API
DataProse (Utility Bill Print)	<input checked="" type="checkbox"/>	X	Sensus AMI	<input checked="" type="checkbox"/>	X
SwiftComply (Backflow)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
Duo (MFA)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			

### Integration Details

Springbrook will enable API access to facilitate integrations; however, Springbrook does not provide development services or additional support beyond supplying API documentation. The API is provided "as-is," and this Statement of Work does not include the creation of additional API endpoints.

### Xpress Bill Pay Applications

	In Scope	Migrate History		In Scope	Migrate History
Online Payments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mobile App	<input checked="" type="checkbox"/>	<input type="checkbox"/>
eBill Display	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bank Bill Pay Consolidation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Guest Checkout	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IVR Phone Payments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Recurring Auto Payments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Live Operator Phone Payments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scheduled Payments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lock Box Payments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Point of Sale Payments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Real-Time Integration	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pay by Text	<input checked="" type="checkbox"/>	<input type="checkbox"/>			



## PROJECT TASK & RESOURCES

Below are the list of high level tasks and resources required for each.

Finance:

<u>Task Name</u>	<u>Resources</u>
Finance > Send Agenda	Springbrook
Finance > Complete Questionnaires	District
Finance > Discovery	
Finance > Review Questionnaire	Springbrook
Finance > Discovery Session	Springbrook & District
Finance > COA Consulting Session	Springbrook & District
Finance > Data Import	
Finance > GL & AP > Data Consulting/Review	Springbrook & District
Finance > GL & AP > Export Data	District
Finance > GL & AP > Trial Load of Data	Springbrook & District
Finance > Set-Up & Configuration	
Finance > Set-Up & Configuration Session	Springbrook & District
Finance > Set-Up & Configuration > Follow-Up	Springbrook & District
Finance > Reporting	
Finance > Reporting Session	Springbrook & District
Finance > Bank Reconciliation	
Finance > Bank Rec > Export Data	District
Finance > Bank Rec > Data Consulting/Review	Springbrook & District
Finance > Bank Rec > Trial Load of Data	Springbrook & District
Finance > Bank Rec > Set-Up Session	Springbrook & District
Finance > Extended Budgeting	
Finance > Ext Bud > Data Consulting/Review	Springbrook & District
Finance > Ext Bud > Export Data	District
Finance > Ext Bud > Trial Load of Data	Springbrook & District
Finance > Ext Bud > Set-Ups	Springbrook & District
Finance > Go-Live	
Finance > Go-Live Session	Springbrook & District
Finance > Go-Live > Follow-Up	Springbrook & District



Fixed Assets:

<u>Task Name</u>	<u>Resources</u>
Fixed Assets > Discovery Session	Springbrook & District
Fixed Assets > Export Data	District
Fixed Assets > Consultant Data Review	Springbrook
Fixed Assets > Create Template	District
Fixed Assets > Template Review & Setups	Springbrook & District
Fixed Assets > Import Template & Training	Springbrook & District
Fixed Assets > Go-Live Session	Springbrook & District

Human Resources

<u>Task Name</u>	<u>Resources</u>
P_Human Resources	
Human Resources > Discovery Session	Springbrook & District
Human Resources > Set-Ups Session	Springbrook & District
Human Resources > Go-Live Session	Springbrook & District
Human Resources > Go Live > Follow-Up	Springbrook & District

Purchase Orders

Finance > Purchase Orders w/ Workflows	
Finance > PO w/Workflows > Discovery Session	Springbrook & District
Finance > PO w/Workflows > Data Consulting/Review	Springbrook & District
Finance > PO w/Workflows > Export Data	District
Finance > PO w/Workflows > Trial Load of Data	Springbrook & District
Finance > PO w/Workflows > Set-Ups	Springbrook & District
Finance > PO w/Workflows > Build Workflows	District
Finance > PO w/Workflows > Template Review Session	Springbrook & District



Payroll

<u>Task Name</u>	<u>Resources</u>
P_Payroll	
Payroll > Discovery	
Payroll > Complete Questionnaires	District
Payroll > Review Questionnaires	Springbrook & District
Payroll > Discovery > Session	Springbrook & District
Payroll > Data Import	
Payroll > Data Export	District
Payroll > Consultant Data Review & Load	Springbrook & District
Payroll > Set-Up & Configuration	
Payroll > Set-Up & Config > Session	Springbrook & District
Payroll > Set-Up & Config > Follow-Up	Springbrook & District
Payroll > Parallel	
Payroll > Parallel Processing Session	Springbrook & District
Payroll > Parallel > Follow-Up	Springbrook & District
Payroll > Go-Live	
Payroll > Go-Live > Go-Live Session	Springbrook & District
Payroll > Post Go-Live	
Payroll > Go Live > Follow-Up	Springbrook & District
Payroll > Additional Training	
Payroll > Quarterly Report Training	Springbrook & District
Payroll > Time Entry	Springbrook & District
Payroll > Decentralized Time Entry	Springbrook & District





Utility Billing:

<u>Task Name</u>	<u>Resources</u>
P_ Utility Billing	
Utility Billing > Complete Questionnaires	District
Utility Billing > Discovery	
UB > Review Questionnaire	Springbrook
UB > Discovery Session	Springbrook & District
Utility Billing > Mapping & Conversion	
UB > Initial Data Review	Springbrook & District
UB > Data Export	District
UB > Receive Initial Data Pull	Springbrook & District
UB > Initial Data Mapping	Springbrook & District
UB > Initial Data Conversion & Load	Springbrook
Utility Billing > Set-Up & Configuration	
UB > Set-Up & Config Session	Springbrook & District
UB > Set-Up & Config Session > Follow-Up	Springbrook & District
Utility Billing > Parallel	
UB > Parallel Session	Springbrook & District
UB > Parallel Session > Follow Up	Springbrook & District
Utility Billing > Go-Live	
UB > Go-Live > Data Pull	District
UB > Go-Live > Receive Data Pull	Springbrook
UB > Go-Live > Data Review	Springbrook & District
UB > Go-Live > Go-Live Session	Springbrook & District
Utility Billing > Post Go-Live	
UB > Post Go-Live Support	Springbrook & District

Employee Self-Service

<u>Task Name</u>	<u>Resources</u>
P_Employee Self-Service w/ Timesheets	
Employee Self-Service w/ Timesheets > Discovery Session	Springbrook & District
Employee Self-Service w/ Timesheets > Initial Data Review	Springbrook & District
Employee Self-Service w/ Timesheets > Data Export	District
Employee Self-Service w/ Timesheets > Set-Ups Session	Springbrook & District
Employee Self-Service w/ Timesheets > Set-Up/Go-Live Session	Springbrook & District
Employee Self-Service w/ Timesheets > Follow-Up	Springbrook & District



### Open Enrollment

<u>Task Name</u>	<u>Resources</u>
Open Enrollment	
Open Enrollment > Discovery Session	Springbrook & District
Open Enrollment > Set-Ups	Springbrook & District
Open Enrollment > Go-Live Session	Springbrook & District

### License and Permits

<u>Task Name</u>	<u>Resources</u>
Licenses & Permits > Data Conversion	District
Licenses & Permits > Data Review	Springbrook & District
Licenses & Permits > Data Entry	District
Licenses & Permits > Discovery Session	Springbrook & District
Licenses & Permits > Set-Up Session	Springbrook & District
Licenses & Permits > Go-Live Session	Springbrook & District

## CRITICAL SUCCESS FACTORS

Several critical success factors for the project are key to successfully implementing the project:

- **Knowledge Transfer** – A critical part of the implementation involves District’s transfer of knowledge from Springbrook with the goal of becoming self-sustainable in supporting Springbrook Software. Strong and focused participation by District’s personnel throughout the analysis, configuration and deployment of Springbrook’s Cirrus Cloud Application will enable Springbrook’s services to mentor and equip Citrus Heights to assume standard operations once the project ends.
- **Dedicated Customer Participation** – The success of the project hinges on thoughtful, prepared, and sustained participation from District’s team and Information Technology staff. Citrus Heights will be asked to identify key stakeholders to be involved in the tasks as well as to provide deliverable reviews and feedback. This collaborative approach will help verify that the collective knowledge of Citrus Heights is reflected in the design and implementation of the new system. It will also encourage a strong level of user engagement and help communicate a clear understanding of the project processes and direction to relevant staff throughout the involved agencies. If needed, Springbrook will communicate insufficient participation of Citrus Heights’ or Springbrook resources.
- **Project Governance** – The successful management and implementation of a software project of this size and complexity requires strong management communication and participation from the Citrus Heights and Springbrook. Springbrook



and Citrus Heights will follow the agreed-upon escalation procedure to resolve issues and mitigate risks in a timely manner.

- **No Custom Development** – As part of this SOW, no custom development items are identified to bring Citrus Heights live. The intent is to complete this engagement using the system's existing capabilities without any additional development effort. This in turn will help avoid incorporating conflicting or unique requirements in the design that will later cause rework or other issues when another agency is incorporated into the solution. A single design effort will also help to maximize the level of integration that can be realized across the various system functions, allow common business functions to be implemented consistently for the separate agencies, and establish the template for including additional customer in the Springbrook Cirrus application.

## **PROJECT MANAGEMENT & LOGISTICS**

Springbrook will provide ongoing project management throughout the implementation in order to plan and monitor the execution of the project in accordance with the activities outlined in this Statement of Work. This SOW outlines a fully remote delivery. Any activities where on-site participation is required will be managed through a project Change Order.



## PROJECT ROLES & RESPONSIBILITIES

Project roles and responsibilities define the specific tasks, duties, and accountability assigned to individuals or teams involved in a project. Each role has distinct responsibilities that contribute to the successful execution and completion of the project.

Below is a summary of project roles and responsibilities:

Citrus Heights Water District		Springbrook	
Role	Responsibility	Role	Responsibility
<b>Project Sponsor</b>	<ul style="list-style-type: none"> <li>Accountable for overall project success</li> <li>Project oversight and governance</li> </ul>	<b>Project Sponsor</b>	<ul style="list-style-type: none"> <li>Accountable for overall project success</li> <li>Project oversight and governance</li> </ul>
<b>Project Lead</b>	<ul style="list-style-type: none"> <li>Single point of contact for Springbrook's project manager</li> <li>Coordination of customers' internal resources</li> </ul>	<b>Project Manager</b>	<ul style="list-style-type: none"> <li>Overall project management</li> <li>Project status and communication management</li> <li>Springbrook resource management</li> <li>Task and milestone management</li> <li>Status reporting (as needed)</li> </ul>
<b>Subject Matter Expert(s) (SME)</b>	<ul style="list-style-type: none"> <li>Participates in all sessions where agency expertise is required</li> </ul>	<b>Consultant(s)</b>	<ul style="list-style-type: none"> <li>Product experts supporting the module implementation</li> </ul>
<b>IT Lead</b>	<ul style="list-style-type: none"> <li>Technical resource for all software &amp; hardware</li> </ul>	<b>Stakeholder(s)</b>	<ul style="list-style-type: none"> <li>Sales – Overall account management and contractual ownership</li> <li>Product – Roadmap capabilities (as required)</li> <li>Finance - Billing</li> </ul>
<b>Stakeholder(s)</b>	<ul style="list-style-type: none"> <li>Project oversight and governance as needed (as applicable)</li> </ul>		



## PROJECT ASSUMPTIONS

- Customer and Vendor will use commercially reasonable efforts to implement the Financials, Human Resources, and Payroll applications by January 1, 2026, and the Utility Billing application by July 1, 2026. Customer acknowledges that these target dates are contingent upon contract execution no later than April 1, 2025. Additionally, Customer agrees to allocate the necessary resources to support a multi-module implementation to facilitate a successful deployment.
- Customers may need to make authorized leadership available in short notification to collaborate with consultants. Customers must be committed to the hours scoped in this proposal.
- The data conversion team understands the source data structures and formats of extracts and the data sources formats, WSDLs, environments, any live systems that the customer needs to provide for integration etc.
- For the data collection and review effort, Citrus Heights is responsible for the business data quality assessment and/or data cleansing and extraction of the data from legacy systems in a format specified by the project team. Citrus Heights will provide resources to accurately assess the quality of data in legacy systems and databases to be converted and take mutually acceptable measures to improve the quality of that data to meet project requirements. If the quality of the data shifts the delivery of project team services beyond the agreed-upon project scope and timeline, it may affect the overall project schedule and related fees.
- Springbrook expects to complete data conversion iterations with Citrus Heights' active participation in each iteration to address data conversion issues in a timely manner.
- Where Citrus Heights has access to source systems and can transform/manipulate data, Springbrook expects Citrus Heights to effect the changes for incorrect fields/records before providing data extracts for conversion.
- Citrus Heights will help Springbrook in validating the data after the conversion is complete.
- The purpose of all interfaces will be strictly limited to the exchange of data.
- Citrus Heights or any concerned participating agency will be responsible for modifying the customers or third-party systems.
- Data Verification is the responsibility of Citrus Heights. Base-level testing will be conducted by Citrus Heights to review that data conversion is without any errors.
- For estimation purposes, Springbrook has assumed non-real-time interfaces are data file extract based.
- Springbrook will not be responsible for enhancements to any third-party solutions.
- Citrus Heights confirms that all the systems involved for this SOW meet the minimum requirements for both hardware and software as outlined in Springbrook's Cloud Hardware & Software Requirements (posted online)
- Citrus Heights is solely responsible for making designated trainees (trainers, agents, administrators) available for training per the project schedule. If any designated trainee is not available to participate in scheduled training, Springbrook is not responsible for making alternative arrangements for missed training.
- Citrus Heights will provide the necessary staff resources to complete the training needs analysis and develop a training plan.



- Custom training materials will not be created. Springbrook will provide links to online resources.
- It is assumed that expected users to be trained will have basic computer skills.
- Schedule changes resulting from Citrus Heights' business decisions and/or staff availability that adjust the delivery of Springbrook's services team beyond the agreed-upon project scope and timeline may impact the overall project schedule and related fees.
- Citrus Heights' Project Lead will maintain primary responsibility for the scheduling of customers, employees, and facilities in support of project activities.
- Citrus Heights will provide/purchase/acquire the appropriate hardware, software, and infrastructure assets to support all required Springbrook software.
- Citrus Heights will provide the acquisition, installation, configuration, upgrading, and other related hardware/software component-related activities of all relevant user workstations, laptops, mobile computing devices, and high-speed network & internet capabilities.

## PROPOSED TIMELINE

The total estimated time to complete the work is outlined in the attached quote. If approved, the project will start date will vary based on Springbrook's project backlog. Springbrook commits to beginning the work as quickly as possible.

A sample timeline is provided below for estimation purposes. An agreed-upon timeline with dates and project milestones will be completed as part of the project kick-off.

Please see the sample timeline below, which outlines dependencies and estimated durations. Note that the proposed timeline may be adjusted based on consultant availability and Springbrook's current project backlog. The timeline provided here is illustrative and does not represent a commitment to specific dates or deliverables. These details will be confirmed with your project team during the project kick-off meeting.

- Agreement Signed
- PM Resourcing
  - Post agreement signatures, a PM is assigned within 1 week. The PM will begin establishing a draft project plan for the District's review and soft booking resources.
- Pre-Work Survey and Data Collection
  - Pre-Work Survey: The PM will send a link to a survey used to gather additional project information that's critical in assessing the right resources for the engagement. Customers typically complete this 1 week post the agreement being signed.
  - Data Collection: Within 2 weeks of the agreement being signed, a consultant will provide an overview of the templates available for importing data. After this session the customer begins gathering the data for all the modules. Finance is the priority as that's what we'd begin implementing first. We do this to ensure your Chart of Accounts is correct and loaded for the other modules to route to.



Customers typically have all the finance data collected, validated and uploaded within 6 weeks of the initial data collection meeting.

- Project Kick-Off
  - Around 8 weeks from signing there's a project kick-off with all the stakeholders of the project and executive sponsors. During this meeting the timeline is finalized with the project resources and status meetings begin tracking project progress towards milestones.
- Project Delivery
  - The project would begin with the finance implementation and typically takes 2-3 months to implement. However, once the GL is configured it allows for both the payroll and utility billing modules to begin as well. These modules typically take 2-3 months to configure and go-live as well as long as all the data has been provided and loaded prior to configuration.
  - Once payroll is live, HR would be implemented, and it would follow the same 1-2 month timeframe.
  - After the core modules above are live, any remaining modules would be implemented and they typically take between 2-6 weeks depending on the module.
- Support Transition:
  - Typically, 2 weeks after the final module is live. Springbrook's services and support teams work internally on a support transition. Should no critical errors occur within the 2 weeks post go-live, the project is transitioned from Springbrook's services team to Springbrook's support team.



## Appendix A: Springbrook Project Escalation Process

### Software Implementation Project: Escalation Procedure

#### Objective

To establish a structured process for resolving issues and mitigating risks during a software implementation project, ensuring timely resolution and minimizing project delays.

#### Scope

This procedure applies to all team members, stakeholders, and partners involved in the software implementation project.

### Escalation Procedure

#### 1. Issue Identification and Documentation

**1.1 Identification:** Any team member or stakeholder who identifies an issue or risk should document it immediately.

**1.2 Documentation:** Use the agreed upon issue tracking system to record the following details:

- Issue/Risk ID
- Date and Time of Identification
- Detailed Reproduction Steps
- Description of the Issue/Risk
- Impact Assessment
- Responsible Person(s)
- Initial Actions Taken

#### 2. Initial Assessment and Resolution

**2.1 Assessment:** The assigned responsible person(s) conducts an initial assessment to determine the severity and potential impact on the project. Severity levels are as follows:

#### *Severity Levels*

##### **1. Critical (Severity Level 1)**

- **Criteria:**
  - Issue causes a complete halt to project progress.
  - Poses a significant threat to the project's success, deliverables, or timeline.
  - Impacts multiple critical project components or stakeholders.
  - Requires immediate resolution to prevent substantial financial loss or legal implications.
- **Example:**
  - A major system component fails, rendering the software unusable.

##### **2. High (Severity Level 2)**

- **Criteria:**
  - Issue significantly impedes progress but does not cause a complete halt.
  - Affects critical milestones or deliverables, with potential for minor delays.





- Has a substantial impact on a specific project component or stakeholder group.
- Requires prompt resolution to minimize negative outcomes.
- **Example:**
  - A key integration point fails, affecting data synchronization between systems.

### 3. Medium (Severity Level 3)

- **Criteria:**
  - Issue causes minor disruptions to project activities.
  - May affect non-critical milestones or deliverables, with manageable delays.
  - Impacts a specific area or stakeholder, but the overall project can continue.
  - Requires resolution to prevent escalation to a higher severity level.
- **Example:**
  - A module has a bug that affects a secondary feature but does not stop overall functionality.

### 4. Low (Severity Level 4)

- **Criteria:**
  - Issue has minimal impact on project activities and timelines.
  - Does not affect critical milestones or deliverables.
  - Can be resolved through normal project processes without escalation.
  - Useful to track for future reference and improvement.
  - .
- **Example:**
  - Minor UI glitches that do not affect user experience significantly.

2.2 **Resolution:** Attempt to resolve the issue at the team level. Document all actions taken and update the issue tracking system accordingly.

2.3 **Communication:** Inform the project manager of the issue, actions taken, and any resolution achieved.

### 3. Escalation Criteria

An issue should be escalated if it meets any of the following criteria:

- Poses a significant risk to project timelines or deliverables
- Requires resources or decisions beyond the authority of the current team
- Impacts multiple project areas or stakeholders
- Impacts the agreed upon project go-live date.

### 4. Escalation Process

#### 4.1 Level 1 Escalation (Subject Matter Expert)

- If the issue cannot be resolved at the team level, escalate to the subject matter expert.
- The subject matter expert reviews the issue, consults with the team..
- Document all actions and decisions in the issue tracking system.



#### 4.2 Level 2 Escalation (Springbrook Project Manager)

- If the Subject Matter Expert cannot resolve the issue, escalate to the Project Manager.
- The Project Manager assesses the issue, involves relevant stakeholders, and develops a mitigation plan.
- Document all actions in the issue tracking system.

#### 4.3 Level 3 Escalation (Project Sponsor)

- If the Project Manager is unable to resolve the issue, escalate to the Project Sponsor or Senior Management.
- Present a detailed report, including impact analysis and attempted resolutions.
- The Steering Committee/Senior Management will decide on a course of action and allocate necessary resources to resolve the issue.
- Document the final resolution and update the issue tracking system.

### 5. Communication and Reporting

5.1 **Regular Updates:** Provide regular updates on all escalated issues during project status meetings.

5.2 **Stakeholder Communication:** Ensure stakeholders are informed of critical issues and their resolutions.

5.3 **Documentation:** Maintain comprehensive documentation of all issues, actions taken, and resolutions in the project repository.

### Conclusion

This escalation procedure is designed to ensure timely and effective resolution of issues and mitigation of risks during the software implementation project. Adherence to this procedure will help maintain project timelines, deliverables, and overall project success.



# **xpress** BILL PAY

## **STATEMENT OF WORK:**

### **Citrus Heights Water District**

Prepared for:

Annie Liu  
Director of Administrative Services



## OVERVIEW

Xpress Bill Pay integrates with Springbrook software to allow your customers to: view their bills electronically online; make one-time payments or recurring automatic payments with credit card, debit card, or ACH; save payment information securely online for future use, receive automatic email/text notifications when new bills are generated, payments are scheduled, payments are made, credit cards are going to expire, etc.; view up to 24 months of past billing information, and more.

By implementing Xpress Bill Pay, your administration will be able to: receipt payments via credit card, debit card, checking account, or savings account; generate extensive reporting for transaction management, departmental revenue breakdowns, customer usage reports, and bank reconciliation; create/edit users and give/restrict access rights; block an account from making an online checking payment and much more.

## IMPLEMENTATION TIMELINE

We follow a process flow to provide for a timely implementation, and successful roll out to you and your customers. We suggest the following and anticipate the timeline from contract award to live implementation to be approximately 60 days. However, we will need to coordinate your Xpress Bill Pay implementation and go-live date to coincide with your Springbrook Utility Billing go-live date:

1. Project kickoff. This is a 1-hour meeting where we will review the project with key District personnel and collect the needed information to prepare and send them the bank bill pay and merchant service applications. Here is a list of the information we need the District to provide:
  - a. **District Info:**
    - i. Legal Name
    - ii. Physical Address
    - iii. Mailing Address
    - iv. PO Box
    - v. Public Phone
    - vi. Public Fax
    - vii. Public Email
    - viii. Public Office Hours



- ix. Website
- x. Federal ID
- xi. Logo (in a jpeg or png file format)
- b. Primary Contact Info:**
  - i. Name
  - ii. Title
  - iii. Phone
  - iv. Fax
  - v. Email
- c. Utility Billing Info:**
  - i. Current Billing/Accounting software
  - ii. Which utility services do you bill for?
  - iii. # of utility bills
  - iv. Avg. utility bill \$ amount
  - v. Billing frequency
  - vi. # of billing cycles
  - vii. Utility billing lockbox remittance address
  - viii. Utility bills due date?
  - ix. Last date for posting payments?
  - x. Date bills are actually mailed out?
- d. Current Payment Situation:**
  - i. Current online payment provider
  - ii. Does XBP need to send a conversion email upon XBP go live?
  - iii. District will need to provide current end user email list in a .csv or .xlsx format. File must contain account number and email address.
- e. Non-Utility Payment Processing information:**
  - i. For which non-utility services would the District like to receipt payments (if any)?
  - ii. Non-utilities estimated annual \$ volume
  - iii. Non-utilities estimated average transaction \$ amount
- f. Banking information:**
  - i. Banking Details for Fund Deposits:
    - 1. Name on account
    - 2. Checking or savings
    - 3. Routing number
    - 4. Account number
    - 5. Name of bank
  - ii. Banking Details for Fee Withdrawals:
    - 1. Name on account
    - 2. Checking or savings
    - 3. Routing number
    - 4. Account number
    - 5. Name of bank
  - iii. Voided check or Bank Letter for above bank information
- g. Merchant Accounts for Credit Card processing:**



- i. Will the District accept American Express?
  - ii. Name, Title, and email of person signing agreements
2. Once the above information is received from the District, the merchant service provider agreements will be created by Path Point Merchant Services and sent over for review and signature.
3. After the merchant agreements are signed, underwriting for credit card and eCheck service begins. The underwriting process takes approximately 2 weeks.
4. Once the merchant accounts are active, we can schedule a date for on-site training. Typically, training can be set 4-6 weeks out.
5. Next, we will work with the Springbrook implementation team to configure your Springbrook software to be ready for online payments with Xpress Bill Pay. The configuration takes about 2-3 hours to complete.
6. Perform on-site training (one 8-hour day) and your Xpress Bill Pay system can be live upon completion.
7. We can then send a conversion email to your current customers on the date that you officially switch from your current provider to Xpress Bill Pay.

XBP has extensive experience in implementing these solutions. We look forward to a smooth and painless experience. Typically, only one 8-hour day of training is required, but more can be provided upon request.

## **KEY PERSONNEL**

### **Implementation Specialist/Project Manager: Lindsey MacKenzie**

Time with company: 8 years

Experience: Has advanced from Support and Account Management roles to her current role as our lead Implementation Specialist.

Responsibilities: Will be responsible for overall project management, establishing a work plan, and keeping deliverables and implementation on schedule. Will be primary contact between Citrus Heights Water District's and XBP.

### **Training Manager: Susan Eva**

Time with company: 6 years

Experience: Has been involved in the implementation and training of more than 150 new billing organizations. Prior to that she managed our customer/technical support team for several years.



Responsibilities: Will be responsible for ensuring that XBP is properly configured for optimal performance with Springbrook's accounting software/processes. Will be responsible for providing on-site training.

**Development Manager: Jon Eaton**

Time with company: 13 years

Experience: Oversees our 11 development team members and provides final code review and approval of all new development. He has personally developed the following XBP products: Utah CORIS interfaces/integration, Integrated Remote Deposit, Lockbox, and multiple API sets which allow us to integrate with other software vendors.

Responsibilities: Will be responsible for overseeing any potential development needs between XBP and Springbrook software. Will review/establish the necessary file exchanges and specifications necessary to ensure integration is correct and complete.

**Customer Service Manager: Kevin Dibb**

Time with company: 5 years

Experience: Oversees the customer/technical support staff for all customer and admin support needs for all current XBP customers.

Responsibilities: Will be responsible for managing XBP Customer Service Team, which will provide all Customer Service/Technical Support needs to Citrus Heights Water District's staff and customers following successful implementation and online training.

Support throughout the project will be ongoing with any of these employees and any additional employees who fall under their different areas of expertise.

## **DELIVERABLES**

### **Xpress Bill Pay and Your Customers' Experience**

The Xpress Bill Pay Customer Interface is designed to make online bill pay easier than ever before to encourage and increase customer usage. We know the more customers you have using Xpress Bill Pay, the more convenient your life will be.

Your customers have two options for making payments: Guest Checkout and Account Creation.

#### **Guest Checkout:**

Customers that prefer a quick checkout process may choose to pay using our Guest Checkout option. With Guest Checkout, your customers will simply enter their name and account number, view their billing information, and amount due, and then make a payment. During the process they will have the ability to stay opted in for future email notifications. If they remain opted in for future email notifications, then they will receive an email the next time they are billed by the District. The email will tell them their due date and amount due. The email will also have a link that will take them right into the Guest Checkout portal with their account information and balance due already displayed and ready for payment. It's a quick way for your customers to make their payments without ever having to create an account.



### **Account Creation:**

For those customers interested in additional features, they can quickly create an Xpress Bill Pay login. New customers will be prompted to provide all the information necessary to create their account.

After entering the required information, a unique Xpress Bill Pay account will be created and they will be logged into the system. Once logged into Xpress Bill Pay, your customers will have many easy-to-use features available to them:

View & Pay eBills: Your customers will be able to view an online statement, displaying such information as: account number, due date, descriptions of services provided, breakdown of charges, total amount due, usage graphs, and announcements that may also be showing on their paper bill. Paying the bill is a simple process. One which allows your customers to make a full or partial payment, choose their payment method: credit card, debit card, checking account, or savings account, choose to pay immediately or to schedule payment for a future date, and receive notification, along with a unique transaction number, once the payment is processed. Your customer may print the receipt; however, a receipt is automatically emailed and/or texted to them by the Xpress Bill Pay system.

Auto Pay: Auto Pay allows your customers to have their bills automatically paid each billing cycle using their preferred payment method. When Auto Pays are processed, a receipt is automatically emailed and/or texted to the customer by the Xpress Bill Pay system.

Saved Payment Methods: Your customers' payment information will be saved for future use. Once their payment method(s) are saved, they can easily edit or delete their payment information. All payment information is encrypted and stored by Xpress Bill Pay on our PCI Level 1 fully compliant system. Your organization will not be storing any payment information.

Paperless Billing: Your customers can opt in for paperless billing when setting up their new account. However, they can change the status at any time through their account. Whether they are signed up for paperless or not, customers can receive email and/or text notifications with each new billing.

eBill History: Customers have the ability to view detailed billing history for the past 24 months. However, we will have to build the history starting from your go-live date and going forward. Your customers can reference their ebill history at any time.





Transaction History: All transaction details are saved in an encrypted format by Xpress Bill Pay. Your customers can reference their transaction history for the past 24 months at any time.

Manage Multiple eBills: Some customers have multiple billing accounts with your organization. Our Add Account tool will allow your customers to add multiple billing accounts to their Xpress Bill Pay account and pay all their bills from a single login with a single transaction if desired.

Notifications: Customers can receive alerts concerning their Xpress Bill Pay account. They can receive email and/or text notifications when new bills become available online, Auto Pays are scheduled, payments are scheduled, payments are successfully processed, payments are declined (along with the reason for the decline, i.e. – card has expired), and when credit/debit cards will be expiring soon or when they have expired.

Customer Support: If your customers have any questions about how to use the Xpress Bill Pay system, they can contact us directly. A phone number and an email form are provided, allowing them to contact an Xpress Bill Pay Customer Service representative.

Mobile options: The Xpress Bill Pay website has been optimized for mobile use. Customers that choose to access the site from their mobile browser will find the same great features in a format conducive to mobile use. However, we also have an iOS app and Android app available for free download. Our app allows your customers to view their billing charges, make one-time payments, schedule Auto Pays, manage stored payment information, and much more.

Xpress Bill Pay is focused on providing your customers with a powerful, yet simple online bill payment experience to encourage and increase online payments, freeing up your time to work on those other projects that so often seem to fall by the wayside.

### **Xpress Bill Pay and the Administrator Experience**

Our Xpress Bill Pay Administrator Interface was developed by working closely with city and county governments to better understand the challenges you face. We've developed tools and reports to simplify your workload and make your office run more efficiently.

We know that the number one priority of a billing office is to put the money in the till. While we know that our easy-to-use website will encourage many of your customers to pay their bill online, we do realize that some customers will still prefer to pay over-the-counter or over-the-phone. We've given you the billing tools you need to make this as simple as possible:



Receipt Payment: To receipt a payment over-the-counter or over-the-phone, simply locate the customer's account, verify the billing information, collect the credit card, debit card, checking account, or savings account information, and process the payment. After the payment is processed, you are able to print or email the receipt.

Send Payment Links: Whether at the counter or on the phone, you can easily text or email any customer a secure payment link while you're talking to them. They can then access the link from their mobile device or computer, view their balance due, and quickly make their payment without ever creating an account. Their payment will then immediately post to their account in real-time.

Auto Pay Management: This tool offers various functions and reports for managing Auto Pays. You are able to search and edit existing Auto Pays, view a report of all credit cards that will be expiring soon, and set up new Auto Pays for customers that may not have access to an internet connection to access Xpress Bill Pay's website. As an administrator you will be able to set up your customer's accounts to be automatically paid each billing cycle from their preferred payment method.

Reports: Xpress Bill Pay offers extensive real-time reports to help your organization improve transaction management, analyze customer data, and simplify the bank reconciliation process.

The Unsettled & Settled Transaction Reports are real-time reports showing transaction data the moment the transaction is processed. Various search filters allow you to narrow your search to find any specific transaction. When necessary, voids and refunds can be processed from these reports.

The Department Details Report breaks down receipted payments into different categories, if you are receipting payments for multiple departments or items.

The User Till Report shows receipted payments categorized by the Xpress Bill Pay user that took the payment.

The Reconciliation Report is perhaps the most important of all the tools and features offered by Xpress Bill Pay. The Reconciliation Report shows you the breakdown of your online payments in the same way they deposit to the bank.

The Customer Report shows all of your customers that have created an Xpress Bill Pay account, as well as the options they've chosen, such as paperless billing and Auto Pay.

Real-time Integration: Payments post into Springbrook the moment they are processed by Xpress Bill Pay. Additionally, billing adjustments are displayed on Xpress Bill Pay in



real-time at the moment a customer views their online statement. Both systems stay in-sync in real-time.

Send Email Notifications: Whether sending out a periodic newsletter or trying to get out an urgent message, our Send Email Notifications tool will allow you to contact all of your Xpress Bill Pay customers with one quick email. Additionally, you can send an email out to a specified group of customers. We have premade email groups available for you to choose from, such as those from a specific billing cycle, those signed up for paperless billing or Auto Pay and those not signed up for paperless billing or Auto Pay. You are also able to create your own group by importing emails directly into the tool. The Xpress Bill Pay Administrator Interface was designed to take the hassle out of accepting online payments. All the tools you need to receipt payments, generate reports, provide customer support, and reconcile your books in a timely manner are made available to you in a simple and intuitive interface. And most importantly, it's all integrated with your Springbrook software.

### **Additional Services**

In addition to online payments, Xpress Bill Pay also provide these integrated payment solutions:

Online Banking Consolidation (Bank Bill Pay): Xpress Bill Pay will receive your online banking transactions electronically, provide error correction, and post the transactions directly to your Springbrook software, eliminating the need to manually enter stacks of paper checks from the online banking community.

Phone Payments: Your customers will have the convenience of making their payment over the phone through Xpress Bill Pay's Live Operator Payment Center, as well as, through an automated attendant with Xpress Bill Pay's Interactive Voice Response (IVR) service. Both options are available in English and Spanish.

Pay by Text: Your customers are able to pay their utility bill by simply responding "Pay" to their text message notifications.

Lockbox: All mailed payments can be receipted by Xpress Bill Pay's Payment Processing Center. All transaction data will automatically post to your Springbrook software. These payments are also available to view on Xpress Bill Pay with scanned check and stub images.



**Exhibit E**

**Vendor Proposal & Requirements response**



# Springbrook Software Proposal

Citrus Heights Water District, CA

RFP for Enterprise Resource Planning (ERP) System and Implementation Services

Response Date: 12.16.2024

## Point of Contact:

Gary Kaber, Sr. Account Executive

108 S 700 East American Fork, UT 84003

Office: (916) 915-0017

Gary.Kaber@sprbrk.com



# Executive Summary

I am pleased to submit Springbrook Software's response to Citrus Heights Water District's Request for Proposal for Enterprise Resource Planning (ERP) System and Implementation Services. We appreciate the opportunity to showcase how our modern, user-friendly solution, tailored specifically for local government agencies, can meet and exceed the current and future needs of the District.

At Springbrook Software, we are committed to integrating your multiple legacy systems into a unified Enterprise Resource Planning (ERP) system. This integration will significantly reduce departmental reliance on disparate software applications, eliminate duplicative data entry, streamline manual processes, and enhance standardization. Our solution also includes robust reporting and analytics capabilities through Tableau, all within a single platform.

The implementation of each module will proceed through four systematic stages: Data Collection and Review, Configuration and Set-up, Training and Go-Live, and Support Transition. This phased approach ensures thorough alignment with the District's operational requirements. Moreover, our agile deployment methodology guarantees a swift transition to our Springbrook ERP, empowering your organization to utilize the new environment according to your desired Go-Live date.

With a proven track record serving over 2,800 local government clients across the United States, Springbrook Software offers a cloud-based platform designed to enhance citizen services and fortify cybersecurity measures against ransomware attacks. Our comprehensive support and ongoing innovation underscore our commitment to local government excellence.

We are eager to demonstrate how Springbrook's Cirrus Platform can seamlessly replace Citrus Heights Water District's legacy systems, facilitating enhanced efficiency and effectiveness across your organization.

Thank you for considering Springbrook Software as your partner in this transformative endeavor. We look forward to discussing our proposal in greater detail and demonstrating how our solution can contribute to the District's continued success.

Regards,

*Gary Kaber*

Sr. Account Executive

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# Identification of Proposer

## Company Overview

Springbrook Software was established in 1985 in Newberg, Oregon, and developed its first product focused on financial accounting, with a strong focus on utility billing. For over 30 years, Springbrook has delivered comprehensive government accounting and billing software solutions to thousands of public sector agencies nationwide.

Our solutions are developed with input from local government agencies and specifically designed to meet their needs for continued functionality, security, user experience, and customer service improvements. Throughout our 30-plus years, we have continued to set the industry standard for how municipalities and utility districts operate with high efficiency, economy, and security, as they provide their citizens with the utmost convenience, dependability, and security.

Springbrook Software is a remote-based company headquartered in American Fork, Utah. We offer state-of-the-art technology for our Product, Support, Technology, and Account Management teams to maintain quality services for all our customers. Our dedicated staff is comprised of 286 industry leaders, subject matter experts, and cutting-edge developers who constantly strive to offer the best products and services in software solutions.

Over the decades, we have continued to innovate and develop technologies that support our customers and help them manage shrinking budgets, personnel and knowledge loss, and challenging remote work conditions. Our solutions have grown to embrace every business function, covering finance, utility billing, human resources, payroll, online payments, tax collection, and asset management. We have grown into a company with over 300 offices worldwide, adding technologies to expand the scope and reach of our product range. Our acquisitions of KVS Cloud, SoftRight, Bias Software, MAGIQ Software (2021), PUBLIQ® Software (2022), Xpress Bill Pay (2023), and Pulse Software (2024) demonstrate our investment in innovation. Our solutions are accessible and available for a wide range of local governments with populations.

Springbrook has earned a spot on the *GovTech Top 100 Companies to Watch in the Government Technology Space* list for four consecutive years, which highlights our unique position as an industry leader and innovator.

## Company Information

- **Legal Name:** Springbrook Holding Company, LLC (dba Springbrook Software)
- **Legal Form:** Corporation
- **Parent Company:** Springbrook Software is an owned subsidiary of Accel-KKR.
- **Company Address:**  
108 S 700 East  
American Fork, UT 84003
- **Main Contact:**  
Gary Kaber, Sr. Account Executive

(916) 915-0017

108 S 700 East  
American Fork, UT 84003

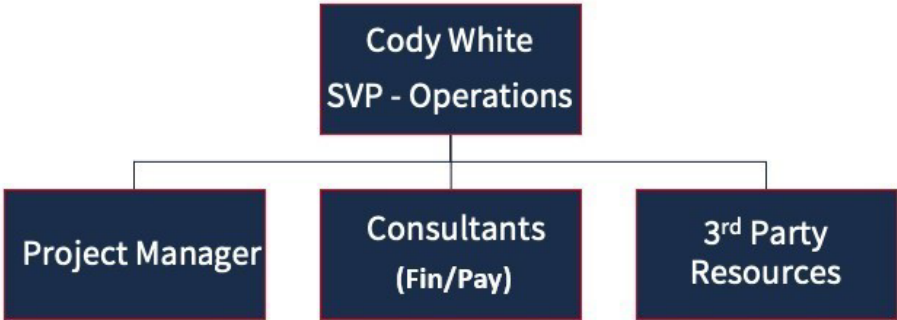
- **California Business License Number:** 202463213150

# Staffing Resources

## a. Firm Staffing and Key Personnel

### Springbrook Project Organization

Typically, Springbrook does not assign specific team members to the project until after selection. Below is an overall organizational chart.



### Springbrook Key Project Staff

Springbrook will assign a remote project manager to your organization to oversee the project's schedule and planning. The partnership of key team members within your organization will be integral in the project's scope, and they will participate hand in hand with your Springbrook team. Springbrook will also dedicate a team of experienced consultants to work with key members within your organization. This will ensure that all testing, processing, and user training is consistent and thorough. Our consultants will offer best practices to your staff throughout the training and implementation process to ensure that the software is used to its utmost capabilities.

The project team is assembled post-contract signature as we work to align the skills and availability to match every client's needs as closely as possible. However, below are some example resumes of our team members to give you an idea of the quality and experience you can expect when working with Springbrook's services team.

# Services Team

6

Project Managers

16

Consultants

7

Technical

## EXPERIENCED - PROFESSIONAL - EXPERT

- 25+ Years Exp.
- Prior Exp - large municipality (AR)

Robin



- 25+ Years Exp.
- Former finance director
- Accounting Degree

Rachel



- 5+ Yrs @ SB
- Sr. Project Manager

Heidi



- 15+ Yrs @ SB
- Sr. Implementation Consultant

Peg



- 10+ Yrs @ SB
- Sr. Implementation Consultant
- Former City Clerk

Deb



- 15+ Years Exp
- Data Conversion Specialist
- Degreed in Applied Mathematics & PM

Alex



### ***Project Manager (12+ years PM experience):***

The individual highlights their flexible mindset, objectivity, and intellectual curiosity as key traits. They excel in building relationships and effectively communicating with diverse or remote teams. They are comfortable managing multiple projects of varying complexities and strongly commit to producing measurable and impactful results. They also emphasize their skills in strategic prioritization and navigating ambiguity. In terms of certifications, they are a PMI Agile Certified Professional, ScrumMaster Certified, and Lean Certified.

As a Senior Project Manager, they are responsible for delivering professional services and SaaS products to a diverse client portfolio. They handle various implementation processes, resource allocation, risk management, and effective communication with team members and stakeholders. Additionally, they focus on coaching and guiding individual contributors to foster a high-performing team.

As a Project Manager, they conduct kick-off meetings, develop project plans, lead cross-functional teams, and communicate project milestones and risks to stakeholders.

As an Implementation Manager, they managed a team of project managers and were responsible for customer onboarding and software implementation. This involved client communication, requirements gathering, project scheduling, issue resolution, and software configuration.

Overall, the individual brings a wealth of experience in project management, team leadership, client communication, and software implementation. Their certifications and skills in agile methodologies demonstrate their commitment to delivering successful projects.

### ***Finance Consultant (25+ years Finance/Payroll experience):***

The individual has extensive experience in software implementation and consulting, with a strong focus on governmental finance and payroll software applications. They have held roles such as Lead Delivery Consultant, Software Consultant, and Finance Implementation Consultant, working with various clients to implement financial software packages effectively. Their responsibilities have included developing procedures and documentation, configuring software, providing customized reports and services, training end-users, and acting as a liaison between clients and technical staff. They have also demonstrated their ability to coordinate client installation and training schedules.

In addition to their software implementation expertise, the individual has experience as a System Consultant Analyst, where they analyzed business processes, performed needs assessments, and translated business requirements into system specifications. They have collaborated with technical teams to develop and support automated business processes. Furthermore, their background includes a role as an Assistant Project Manager, showcasing their project management skills, and they have also served as a senior accounting specialist.

Overall, this individual brings a wealth of experience in software implementation, consulting, and project management, with a focus on governmental finance and payroll software applications. Their strong analytical and problem-solving skills and ability to effectively collaborate with clients and technical teams make them instrumental in implementing and optimizing software solutions for organizations.

***Finance Consultant (22+ years Finance/Payroll experience):***

The individual has diverse experience in various roles over their career. They have significant experience as a Delivery Consultant, working with companies like Springbrook and Accela Inc. to implement governmental accounting software. Their responsibilities included reviewing client business processes, streamlining operations, installing software, training users, guiding go-live transitions, and providing post-go-live support. They also served as a mentor and conducted training seminars.

Additionally, they have experience as an Accountant for the City of Burien, where they managed payroll, benefit payments, tax reports, and various financial accounts. They have also held roles as a Controller, Property Manager, Taxation Auditor, Finance Analyst, and Area Manager in different organizations, showcasing their versatility and adaptability.

Overall, this individual brings a strong background in software implementation, finance, accounting, and management. They have successfully implemented financial software solutions, managed complex financial processes, and demonstrated expertise in various industry domains.

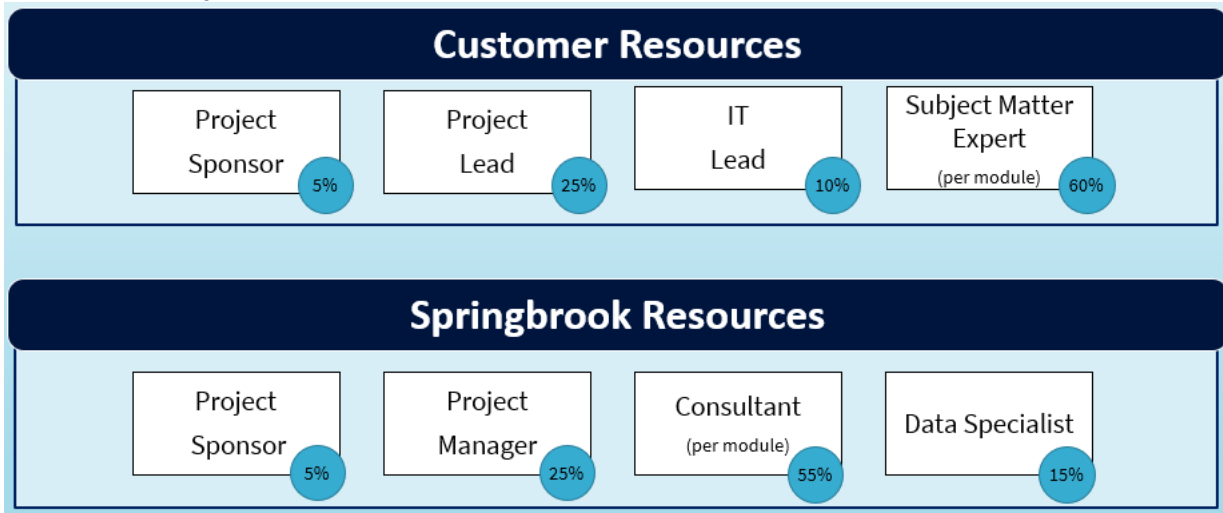
***UB Consultant (20+ years UB Experience):***

The individual has a strong background in utility billing and software implementation. They have worked as a Utility Billing Implementation Consultant at Springbrook Software for over 10 years, where they focused on data analysis, project management, and communication skills. Before that, they held the role of billing manager for a Springbrook client for 17 years and used Springbrook Software for the last 10 years of their time at the city.

In addition to their experience at Springbrook Software, they worked with various other billing softwares and was the lead project manager for the City while overseeing three different software conversions/implementations prior to implementing Springbrook Software.

Overall, the individual brings a wealth of experience in utility billing, software implementation, data analysis, project management, and strong communication skills. Their expertise in the utilities domain, problem-solving abilities, and critical thinking make them essential in utility billing and software-related roles.

## Roles and Responsibilities



Project roles and responsibilities define the specific tasks, duties, and accountability assigned to individuals or teams involved in a project. Each role has distinct responsibilities that contribute to the successful execution and completion of the project. Time allocation per team member varies depending on the scope of the project. The Springbrook Project Manager and team will be available to assist and train during the testing phases. Project and implementation services and support will be handled remotely unless otherwise stated.

Below is a summary of project roles and responsibilities for the District and Springbrook.

Citrus Heights Water District		Springbrook	
Role	Responsibility	Role	Responsibility
<b>Project Sponsor</b>	<ol style="list-style-type: none"> <li>Accountable for overall project success</li> <li>Project oversight and governance</li> </ol>	<b>Project Sponsor</b>	<ol style="list-style-type: none"> <li>Accountable for overall project success</li> <li>Project oversight and governance</li> </ol>
<b>Project Lead</b>	<ol style="list-style-type: none"> <li>Single point of contact for Springbrook's project manager</li> <li>Coordination of customers' internal resources</li> </ol>	<b>Project Manager</b>	<ol style="list-style-type: none"> <li>Overall project management</li> <li>Project status and communication management</li> <li>Springbrook resource management</li> <li>Task and milestone management</li> </ol>

			5. Status reporting (as needed)
<b>Subject Matter Expert(s) (SME)</b>	1. Participates in all sessions where agency expertise is required	<b>Consultant(s)</b>	1. Product experts supporting the module implementation
<b>IT Lead</b>	1. Technical resource for all software & hardware	<b>Stakeholder(s)</b>	1. Sales – Overall account management and contractual ownership 2. Product – Roadmap capabilities (as required) 3. Finance – Billing
<b>Stakeholder(s)</b>	1. Project oversight and governance as needed (as applicable)		

## Xpress Bill Pay Project Staff

### Implementation & Training Manager: Susan Eva

- Time with company: 4 years
- Experience: Has provided or managed the implementation and training necessary for more than a hundred new billing organizations.
- Responsibilities: Will be responsible for ensuring that XBP is properly configured for optimal performance with the District’s Springbrook software/processes and for providing on-site training.

### Chief Technology Officer: Jon Eaton

- Time with company: 13 years
- Experience: Oversees all development team members and provides final code review and approval of all new developments. He has developed the following XBP products: Integrated Remote Deposit, Lockbox, and multiple API sets, allowing us to integrate with other software vendors.
- Responsibilities: Will be responsible for overseeing any potential development needs between XBP and SWSC’s Springbrook software. Will review/establish the necessary file exchanges and specifications (or web services) to ensure integration is correct and complete.

## b. Subcontractors/Subconsultants

Springbrook uses Bluegrass Data Analytics LLC for data migration and reporting services. Bluegrass is our chosen subcontractor because the company has 13+ years of experience with Springbrook and customer data. Bluegrass is located in Kentucky and provides data services.

## Fiscal Stability

As a private company, Springbrook Software cannot provide financial information. That said, the company is growing its top-line revenue double-digits year over year and has more than tripled its revenue over the past four years.

The company also generates healthy EBITDA profitability margins. In the past four years, Springbrook has acquired five businesses, strengthening its position in the local municipal ERP/GovTech space while expanding internationally in New Zealand and Australia. Grant Thornton audits Springbrook's financial statements annually on a GAAP basis.

If additional details are required, the CFO of the company will make himself available to provide any further required financial information.

## Experience and Technical Competence

### a. Experience

Since its inception 39 years ago, Springbrook has focused on delivering one pure-play product to the market: financial solutions specifically for small to mid-sized local government agencies. What started with a general ledger has grown and evolved into a fully integrated suite of easy-to-use, cloud-based solutions. Unlike other companies that attempt to deliver products for a host of industries or agencies of "any" size, Springbrook has stayed in our lane and made the resolution to not be the biggest, broadest player on the field, but the most streamlined and focused.

Springbrook knows local government agency pain points because our company has always been staffed with personnel from the public sector, and we have an extremely high level of interaction with our customer partners. To this end, Springbrook has invested heavily in delivering products designed for the specific needs of local government agencies of your size. Our cybersecurity capabilities are unparalleled within the space, our true cloud solution is fully integrated and comprehensive, and our customers enjoy complete support and ongoing training. We may be the only company in the industry whose customers formed their own national user group – 300 agencies strong – to embrace our products and services. Our motto, "Your community is our world," sums up the Springbrook mission. We have married our passion for local government with the technology necessary to make it work efficiently, with no distractions.

The Springbrook team brings more than ten years of average tenure, with more than 140 years of experience combined. Customer satisfaction is extremely important at Springbrook. We excel on every single project to provide you with the best experience. In fact, over the past year, our average satisfaction rating was 4.7 (1-5 scale) and 100% of the respondents have said they'd recommend Springbrook to a friend or colleague. That's the level of service, experience, and care you expect to receive from our team.



## Local Experience and Knowledge of District Operations

Springbrook had the opportunity to meet with the District in July 2024 to discuss their specific needs as they began the search for an ERP Platform. After two days of demonstrations, we feel confident that the District's needs are aligned with our Cirrus ERP Platform. Springbrook is also growing with new water districts, such as Elk Grove Water District, a new customer implemented in 2024.

## References

Reference #1	
Name	City of Bell, CA
Population	36,205
Contact Name   Title	Elisa Gratil
Contact Telephone   Email	323-588-6211
Project Description (Software version and modules, services, & interfaces implemented)	Finance Suite, Payroll, HR, PO
Implementation Timeline and Go-Live Data	4/11/2022
Reference #2	
Name	City of Montclair
Population	38,690
Contact Name   Title	John Nguyen
Contact Telephone   Email	909-625-9418
Project Description (Software version and modules, services, & interfaces implemented)	Finance Suite, Utility Billing, PR, HR, PO, AR
Implementation Timeline and Go-Live Data	In progress
Reference #3	
Name	El Toro Water District, CA
Population	50,000
Contact Name   Title	Abel Estrada
Contact Telephone   Email	949-837-7050
Project Description (Software version and modules, services, & interfaces implemented)	Finance Suite, Utility Billing, PR, HR, AR, Fixed Assets
Implementation Timeline and Go-Live Data	2023
Reference #4	
Name	City of Sebastopol
Population	7664
Contact Name   Title	Ana Kwong
Contact Telephone   Email	707-824-4879
Project Description (Software version and modules, services, & interfaces implemented)	Finance Suite, Utility Billing, AR, PO, Fixed Assets, PM
Implementation Timeline and Go-Live Data	2018
Reference #5	
Name	Indian Wells Valley Water District, CA

Population	15,000
Contact Name   Title	Tyrell Staheli
Contact Telephone   Email	760-384-5515
Project Description (Software version and modules, services, & interfaces implemented)	Finance Suite, Utility Billing, PR, AR
Implementation Timeline and Go-Live Data	01/2023

## b. Project Specific Experience

To maintain client confidentiality, we cannot provide details at this level; however, we can provide additional references beyond those detailed above if selected by the District.

The references listed above accurately reflect our service and performance.

## c. Technical Competence

### Technical Architecture

Cirrus is a web-based application built using native Microsoft technologies utilizing Blazor, .NET 6/7/8, SQL Service, and Azure native platform services. This is a multi-tenant, n-tier application hosted in Microsoft Azure leveraging industry-standard Cloud services for hosting, security, and platform services. This allows the application to take advantage of a secure, reliable, and scalable cloud computing environment with a diverse offering of geographies and deployment options.

### Hardware Specifications

#### Hardware and Software Requirements

The following table lists the recommended hardware and software requirements for a Springbrook Cloud implementation. This includes Springbrook Cloud and Springbrook web applications. Cirrus is a cloud-hosted SaaS application, meaning installing or supporting on-premises servers is unnecessary.

Processor, RAM, Hard Drive	Notes	Internet Connection
Processor, RAM, and Hard Drive specifications must meet the recommended hardware requirements for Windows 10 Professional and Enterprise (64-bit).	<p><b>Springbrook Cloud:</b> .NET Framework 4.7.2 is required.</p> <p>Springbrook Cloud should be accessed via a fully up-to-date installation of the Microsoft Edge web browser.</p> <p>Microsoft Webview2 runtime component provides improved security and user experience. Users</p>	<p>Internet connection with standard access to communicate on ports 80 and 443.</p> <p>IP 52.240.137.85 and IP 52.162.10.206 over port 443 added to the Intrusion Preventative Service and Gateway AV service for all firewalls and/or any</p>

<p>will be prompted to install it before launching Springbrook Cloud.</p> <p>Microsoft Office 2010, 2013, or 2016 (this is an optional installation component and is only used for some features).</p> <p><b>Springbrook Cirrus:</b> Workstations must be running the Cirrus Agent in order to work in Cirrus Cash Receipts. Click the following link to download, install, and run the Cirrus Agent. <a href="#">Download Cirrus Agent</a></p> <p>The Cirrus Agent is a desktop application that is required to be installed to use Cirrus Cash Receipts Cash Entry and Receipts or Edit Stations. When running, it provides a REST API that communicates with the Cirrus browser-based application, providing host information that facilitates the use of local peripheral devices like receipt printers, cash drawers, barcode scanners, and credit card terminals in Cirrus. Firefox is not a supported browser for Cirrus Cash Receipts Cash Entry and Receipts due to an incompatibility in communicating with the Cirrus Agent. Other modern browsers such as Safari, Chrome, and Edge are supported.</p> <p>Windows 8 is the minimum supported operating system for the Cirrus Agent. The Cirrus Agent requires a 64-bit OS.</p> <p><b>Springbrook SAS Web Applications:</b> Springbrook web applications like Employee Self Service should be accessed via a modern, fully up-to-date, TLS 1.2+ compatible web</p>	<p>security software and/or proxy settings.</p> <p><b>Note:</b> <i>The cloud application updates weekly. Sometimes, the application is modified enough to trigger some AV software to identify it as malicious and either quarantine a file or prevent it from deploying altogether. Certain firewalls (SonicWALL) have a specific setting for cloud-based applications that sometimes needs to be adjusted.</i></p> <p>Springbrook recommends latency to cloud servers be no greater than 250 milliseconds.</p> <p>Springbrook recommends that 3 Mb/s (megabits per second) be exclusively available for both upload and download bandwidth for the V7 application.</p> <p><b>Note:</b> <i>This requirement meets the average usage needs of five full-time users. Additional bandwidth may be required for additional users. It can be difficult to specify customer bandwidth because of the nature of the Internet and individual organization usage. Network latency, peering issues, bandwidth at upstream providers, users using their Internet connections for other uses than Springbrook, etc., all affect the perceived performance of the connection and the amount of bandwidth required to keep performance adequate.</i></p> <p>Springbrook recommends engaging a networking professional to help measure, allocate, and monitor</p>	
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	<p>browser. Springbrook supports Edge, Chrome, Safari, and Firefox.</p> <p>You can validate your browser compatibility with TLS 1.2+ at <a href="https://www.ssllabs.com/ssltest/viewMyClient.html">https://www.ssllabs.com/ssltest/viewMyClient.html</a>.</p>	<i>appropriate bandwidth and networking resources.</i>
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The following table lists requirements and relevant information for application areas within a Springbrook Cloud application.

<b>Application Area</b>	<b>Requirements and Information</b>
Report Modification	Springbrook's Tableau analytics and reporting tool allows Springbrook Cloud users to build and run complex reports, charts, and graphs that pull data from multiple user-selected database tables. Users can then share those reports across the organization.
Printer Support	<p>Laser printers compatible with Microsoft Windows and HP PCL 4, 5, or 6 are required for use with the Springbrook applications. For clients that generate large print jobs, additional memory for the printer may prove necessary.</p> <p>Although inkjet printers are very popular, Springbrook cannot guarantee their compatibility with our software, and their use is not supported. Dot matrix and line printers are not compatible or supported.</p>
Hardware and Network Configuration and Maintenance	<p>All operating systems are the sole responsibility of the client to configure, implement, and maintain. It is the client's responsibility to accurately set up all peripherals to be used in conjunction with the operating system and the application software. This includes but is not limited to, mapping the correct network path (as needed) and installing the correct print driver. Springbrook does not accept responsibility for poor performance due to incorrect or inefficient hardware, operating system software, or network configuration.</p> <p>Because Springbrook's primary goal is to provide our clients with support for our applications, we highly recommend establishing a partnership with a network-proficient consultant. This will provide clients with security and timely responses to hardware and networking problems and allow the Springbrook staff to assist with software-related issues.</p> <p>Springbrook will assist clients in determining whether a problem is due to a hardware/network issue or a Springbrook application issue. Springbrook reserves the right to bill clients for hardware and network assistance unrelated to our applications. This service is provided at our current hourly rate.</p>

### **Remote Access Capabilities**

Springbrook's Cirrus Cloud is browser-based and optimized for Mac, PC, cell phone, or tablet, so access can be completed from phones and other mobile devices if they are connected to the internet.

### **Software Updates**

Springbrook software updates are released weekly, typically outside of business hours, ensuring clients always have access to the latest features and improvements.

Updates are communicated via our Status page and support Community. The status page sends real-time updates of when each release begins and ends. Any testing needed before the release is coordinated with individual customers.

Our dedication to keeping clients updated at no additional expense sets Springbrook Cloud apart. All clients benefit from Springbrook Cloud's continuous enhancements without the need for pricey upgrades. We prioritize inclusivity in our standard agreements.

## **Testing Methodology**

### **Quality Assurance Procedures**

Testing and quality assurance are completed during the training, data conversion, and parallel phases of the implementation process.

### **System/Integration Testing**

Springbrook Software's QA team performs system testing as part of its regular release cycles. These tests are a combination of automated tests and tests manually executed by Springbrook's QA department. No client involvement is typically required as part of system testing unless it's a specific of functionality for the client where we've agreed that their involvement in the system testing is required.

### **Stress/Performance Testing**

Springbrook's applications are tested with a variety of datasets (to mimic large and small customers) and in multiple environments to ensure good performance. This is done with a combination of manual and automated testing throughout the development process.

Additionally, we monitor all our Production applications for performance allowing us to scale as needed. This process does not require any client involvement and is part of our cloud offering.

### **User Acceptance Testing (UAT)**

A test plan is created that is a comprehensive test case that covers the functional aspects of the Springbrook platform. The test plan is designed to mimic real-world scenarios as closely as possible based on how the client is using Springbrook. The Springbrook consultant and the client will confirm the test plan (beginning with a template provided by Springbrook) and it will be the client's responsibility to execute and confirm the tests outlined in the plan. The project manager will track any reported defects and work within Springbrook for resolution or mitigation. Any issues will be tracked in an issue list that will be communicated via customer check-ins.

## **Data Conversion Methodology**

### **Data Conversion**

The data conversion process involves the client providing data in required formats, with the consulting assistance of the Springbrook staff, and then having Springbrook's development staff programmatically move data into our system.

1. **Extraction:** The client extracts the data from their legacy system into one of the formats requested by Springbrook. Springbrook provides templates or guidelines to assist in this process.
2. **Conversion:** Springbrook utilizes the templates to update the data into our software.
3. **Review:** Springbrook software consultants can work with the client to review the data.
4. **Data validation:** It is the client's responsibility to verify that the data is converted to their satisfaction and in a way that meets their processing and reporting needs.

Data Conversion is completed using various tools, including templates and internal wizards. The data conversion team consists of subject matter experts who have developed best practices and fine-tuned the data conversion process. Data Conversion is included in the cost of our professional services fees.

## Data Center Locations and Redundancy

Customer data and backups of customer data are stored across multiple geographically separate Microsoft Azure regions. Azure infrastructure and services are grouped into regions, which are a set of data centers deployed within a defined geographic area and interconnected with a high-speed, low-latency network.

The Springbrook Cloud Services utilize the following Azure Regions:

- North Central US
- Central US
- West US 2
- East US regions

The use of multiple regions provides resource redundancy and geographically disparate data storage which is fundamental to the Springbrook disaster recovery process. Note that the regions above are subject to change without notice.

## Continuity of Service and Disaster Recovery

Springbrook uses Terraform as an infrastructure provisioning and configuration orchestration tool to manage and provision resources within Azure. Using this tool and an Infrastructure as Code (IaC) process allows us to quickly and repeatably deploy the infrastructure necessary to run the Springbrook Cloud Services. With this capability, Springbrook can move the Springbrook Cloud Services between Azure regions, and it is an integral component of Springbrook's disaster recovery process.

All Springbrook production systems are scanned with industry-leading vulnerability scanners internally and externally on a monthly basis. Any detected high-risk vulnerabilities are remediated, and re-testing is performed to ensure vulnerabilities are corrected. Third-party industry security experts perform annual penetration tests to validate that effective security controls are in place. All required findings are remediated, and testing is repeated until no material risks remain.

Springbrook Cloud Services utilize a fully protected network for data storage. This protected network is where any system resides that directly interfaces with customer data stored within the transactional databases, data warehouse, or file shares. Transfer to/from other networks is only permitted through the appropriate application access.

## Disaster Recovery Process

Following a disaster declaration for the Production instance of Springbrook Cloud Services, the Springbrook Incident Response Team will initiate the following steps:

- Start timeline for recovery objective (RTO) milestones
- Immediate communication to customers with details of the event and the impact of the interruption.
- Establish an emergency command center and communicate bridge numbers for the Crisis team.
- Communicate roster of active personnel and management structure.
- Coordinate with Microsoft on the assessment of production region outage.
- Begin bringing disaster recovery instances online in the DR region using Terraform automation and the backups and snapshots replicated from the production region.
- Update customers with details of the disaster and projected time to recovery.

Within 4 hours of incident:

- Incident Response Team will determine the impact on the production region and whether to wait for restoration or initiate operation in the DR region.
- Site Reliability Engineers will monitor and validate the activation of the disaster recovery instances in the DR region.
- Site Reliability Engineers will monitor the restoration of the transactional databases.
- Customer support will provide hourly updates to customers.

Within 24 hours of incident:

- Push DNS changes to move customer traffic to the DR region.
- Transactional database in the DR region will be rolled forward to the last complete point in the time replicated log.
- Site Reliability Engineers will validate transactional databases for consistency.
- Start the ETL processes to rebuild the data warehouse.
- Run the automated smoke test to validate the DR.

## Security Model

### Shared Responsibility Model

While Azure provides a very secure and reliable infrastructure via IaaS and PaaS, the overall security model is shared between Springbrook, Microsoft, and the customer.

Microsoft is responsible for securing the physical and logical infrastructure. This includes the datacenter, networking, compute, storage, and software systems used to implement the services that Microsoft offers as Azure to its customers.

Springbrook is responsible for securing the implementation of its cloud services within the Azure public cloud infrastructure. This includes the guest operating systems and applications that reside on Azure VM's, any use of Azure Storage, configuration of Azure services.

The customer retains responsibility for their accounts and identities provisioned within the Springbrook Cloud Services, and the devices or endpoints used to interact with the Springbrook Cloud Services.

## Microsoft Azure Physical Security

Access must be requested prior to arriving at a Microsoft datacenter, and then it is only granted on a need-to-access basis which significantly limits who can enter the datacenter.

- Perimeter controls including fencing and video surveillance.
- Data centers are staffed 24x7 by trained security guards responsible for access control, physical patrols, and monitoring of video surveillance.
- Two-factor authentication including biometrics is used to control access into and within the datacenter. Access is only granted to specific areas of the data center where work is to be performed, and only for a predetermined amount of time.
- Only approved devices can enter or leave a datacenter.
- Full-body metal detection is required to enter or leave the datacenter.
- The front and back of every rack is monitored by video surveillance.

## Standards

### Microsoft Azure Security and Compliance

Microsoft maintains many compliance certifications and reports for many compliance standards globally. The following are those that most directly relate to the security of the applications and data we host in Azure.



In addition, Microsoft also maintains reports and certifications for many US-centric compliance standards. This includes the California Consumer Privacy Act (CCPA), Graham Leach Bliley Act (GLBA), TruSight, HIPAA/HITECH, and HITRUST.

## Security Administration

Springbrook offers a Single Sign On SSO solution for the Springbrook Enterprise Cloud, Reporting & Analytics (Tableau), and Cirrus products. More Springbrook products may be authenticated through SSO in the future. Our SSO offering is powered by Auth0. With our SSO solution, we provide Multi-Factor



Authentication (MFA) through either an Authenticator App, FIDO Security Key, Voice Call, or Text Message.

For an additional fee, our customers also have the option to connect their own identity provider to our SSO, providing a seamless experience for their users to access Springbrook products with their existing credentials and their IT control of those users' access to those applications in their existing identity management system. Note that the customer's IdP performs authentication, but the Springbrook application performs authorization. This also allows the customer to bring their own MFA solution. Springbrook supports a number of identity provider integration options, including OpenID Connect, SAML, AAD (EntraID), and ADFS.

## **Incident Response**

Springbrook has established a formal incident response process that includes timely notification of affected customers and regular updates until the issue is resolved. Springbrook's incident response is an organized approach to addressing and managing the aftermath of a security breach or attack (also known as an incident).

The goal is to handle the situation in a way that limits damage and reduces recovery time and costs. The incident response procedure defines, in specific terms, what constitutes an incident and provides a step-by-step process that will be followed when an incident occurs. All network and system administrators, managers of information systems, information security managers, the incident response team (IRT), and users must be knowledgeable about handling Springbrook's computer security incidents.

Springbrook has processes in place to notify and inform customers within 48 hours of the confirmation of an incident that involves their information or information systems. Springbrook has processes in place to work with customers and other relevant parties to isolate an incident, identify the nature of the incident, determine the extent of impact, and work towards resuming normal activities on all systems and applications affected by an incident.

## **Incident Management**

In the event of any security breach of customer data, the effect of the breach is minimized, and the Customer is promptly informed. The following measures are in place:

- Springbrook maintains an up-to-date incident response plan that includes responsibilities, how information security events are assessed and classified as incidents, and response plans and procedures.
- Springbrook performs mock incident tests every six months of its incident response plan with "table-top" exercises and learns from tests and potential incidents to improve the plan.
- In the event of a security breach, Springbrook will notify Customers without undue delay after becoming aware of the security breach.

# Proposed Method to Accomplish the Work

## Solution Overview

Cirrus is Springbrook's SaaS, cloud-based platform designed from the ground up for local governments, delivering up to a 25% productivity increase. Cirrus features a powerful, intuitive interface that requires less training and delivers faster access to critical features. The new platform frees personnel to manage strategic issues and problem solving rather than navigating cumbersome ERP systems.

Cirrus is a true multi-tenant cloud solution, fully accessible on any mobile device. Cirrus delivers the full functionality of Springbrook's industry-leading, on-premises solution, providing easy adoption for existing users who migrate to the cloud and simple onboarding for new users moving from less powerful solutions.



### Key benefits of the Cirrus Online Cloud Platform:

- Less training for new hires through an intuitive design
- Easy-to-use responsive interface
- Access from any device, anywhere
- No loss in feature functionality from the existing Springbrook solution
- Ease of adoption for existing Springbrook users
- Streamlined navigation with just a few clicks
- Configurable login experience for quick access to relevant information without switching between modules/applications

Springbrook Software is uniquely focused on governmental agencies, combining extensive experience in deploying, migrating existing utility billing systems, and managing enterprise resource planning (ERP) applications. Springbrook's cloud-based solution will enable your agency to improve services to citizens, protect agency and citizen data from ransomware attacks, prepare critical reports with the most powerful reporting and analytics solution available, and completely run your organization from one fully integrated platform.

Springbrook's proposal will provide significant cost savings by reducing the cost of managing and supporting various software systems, reducing redundancy or manual data entry, and providing the flexibility to grow due to the unique nature of our cloud-based solution. The Springbrook platform offers integrated financial, accounts receivable, payroll, human resources, utility billing, payments, and reporting with strong workflow and project management capabilities.

## **Proposed Modules**

The modules proposed in this response are:

- Finance Suite
  - General Ledger
  - Accounts Payable
  - Bank Reconciliation
  - Cash Receipts
  - Clearing House
- Purchase Orders
- Fixed Assets
- Licenses and Permits
- Human Resources
  - Open Enrollment
- Payroll
- Employee Self Service (ESS)
- Utility Billing
- Xpress Bill Pay
- Tableau (Reporting)

## **General Ledger**

General Ledger (GL) is a robust, feature-rich foundation for the Springbrook suite of applications. This intuitively designed application provides the functionality for more informative online analysis and financial reporting. The flexibility of the application provides a stable foundation for current operations and future growth. Complete integration with the Springbrook suite of applications allows for easy and thorough consolidation of all financial activity.

- Documents can be attached to Journal Entries and General Ledger accounts
- Features robust and powerful report writing tools, including the ability to create GASB Reporting (budgetary and GAAP reporting)
- Maintenance/Utilities – Create and maintain GL units and execute specialized GL tools
- Uniform Chart of Accounts – Allows for multiple funds and departments to be utilized
- Configurable Imports for Journal Entries, Adjustments, and Misc. transactions are available
- New Budget & Budget Adjustment Info – Edit, maintain, and report on GL budgets
- Display history information at the account level can be drilled down to the source module

## **Accounts Payable**

Springbrook Accounts Payable helps to manage the money owed to vendors. You can:

- Enter invoices for accounting records if they are not already being created from other integrated modules
- Schedule invoice payments
- Pay vendors electronically using ACH transactions rather than generating a physical check in the Computer Checks process with the Electronic AP process

## Bank Reconciliation

Springbrook's Bank Reconciliation module provides the tools to track and maintain the relationship between an organization's accounting and bank records.

- Clear Transactions – Including clearing checks or deposits that have cleared your bank accounts
- Receipt Deposits – Create deposit transactions using committed receipts
- Reporting – Generate reports and display BR data
- Utilities – Execute specialized BR tools

## Cash Receipts

The Cash Receipts module is where all payments are entered into the system. They can be imported, scanned, or entered manually.

The screenshot displays the 'Cash Receipts' module in Springbrook Software. The main area shows a search bar for customer information and a list of receipts. A detailed view of a receipt for 'Smith, Jim' is shown, with a total due of \$553.54. The receipt details include a cash payment of \$20.00 and a check payment of \$533.54. The interface also includes a sidebar with navigation options like Home, Jobs Viewer, Receipt, and Reports.

## Purchase Orders

The Purchase Order module provides internal controls and access for agencies to create and send purchase orders to vendors. It also provides approvals through workflows if the agency wants it set up that way. Overall, the purchase order (PO) is where the approval and buying happen. Once the purchasing or procurement department has approved the purchase requisition and given you the figurative thumbs up to purchase your desired goods and services, it issues a purchase order number. The purchase order can then be sent to the vendor through our AP invoicing module.

Springbrook Software features a dedicated section within the Purchase Order module, allowing clients to seamlessly attach and provide comprehensive bid and contract information. This ensures efficient management and easy access to vital procurement details for streamlined purchasing processes.

## Fixed Assets

The Fixed Assets module allows you to accurately track the value of your fixed assets from the date of purchase to final disposal. This process involves a series of steps.

## Licenses and Permits

The Licenses and Permits module was originally designed to record and track business licenses that serve the particular city. Over the years, we have expanded this module to tackle a vast majority of

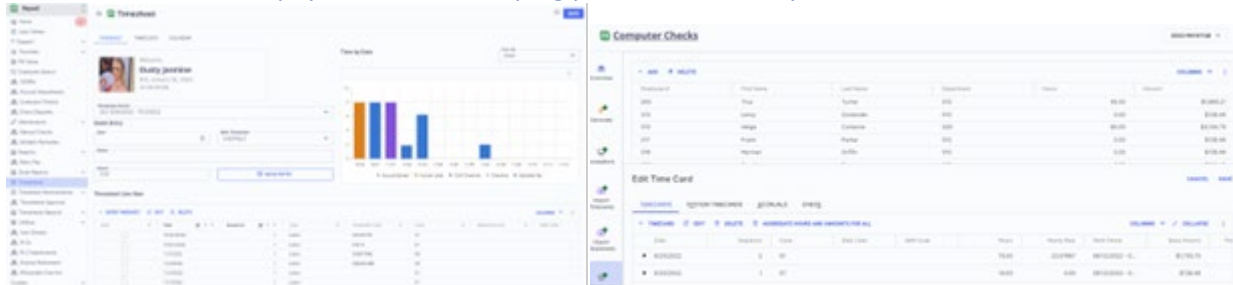
permits that a city may need to track (garage sale permits, street vendors, vehicle sticker permits, pet licenses, contractors, and more).

### Human Resources

The Springbrook Human Resources module provides an application that connects HR information directly to payroll records for maximum efficiency when managing payroll. It has integrated human resources capabilities that provide full personal histories, so you never have to worry about updating double entries again.

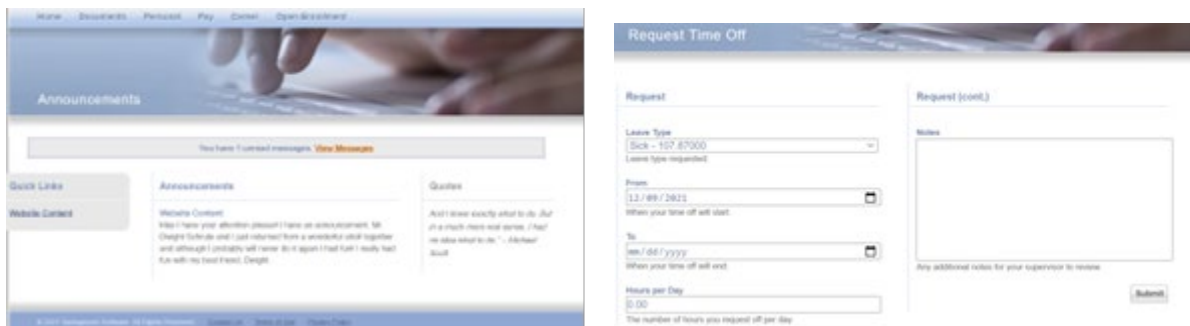
### Payroll

Our Payroll module is designed to pay employees and create batches to some of our other integrated modules based on the payroll and timekeeping processes we complete.



### Employee Self Service (ESS)

The Employee Self Service (ESS) online application is a web-based HR Portal that allows your employees to manage many of their HR tasks at their convenience. Once an employee has set up an ESS account, they can update personal and dependent information, view historical documents such as W2s and paystubs, request time off, and submit timesheets.



### Utility Billing

Our Utility Billing (UB) module is a straightforward, yet flexible suite easily configured to work with third-party billing companies or as a complete end-to-end billing wizard for various utility services.

- Backflow maintenance/tracking capabilities
- Third-party meter reading import/export capabilities
- Meter management
- Ability to define account policies for effective tracking and reporting of customer information
- Fee codes, tax codes, penalties, and deposits can be tracked and maintained

- Consumption tracking and reporting
- Adjustment processing to accounts
- Processing of payments
- Winter averaging capabilities
- Service Requests
- Lot management
- Robust reports and tools

**Springbrook** Account Statement

ACCOUNT INFORMATION  
 ACCOUNT: 02234-400  
 SERVICE ADDRESS: 616 SPRING ST  
 SERVICE PROVIDED: 09/01/2021 to 09/30/2021  
 BILLING DATE: 7/1/2021  
 DUE DATE: 7/30/2021

CUSTOMER INFORMATION  
 JACQUE WILSON  
 616 SPRING ST  
 SPRINGBROOK, CA 95959

WATER READINGS

Service No.	Date	Previous Reading	Reading	Current Reading	Reading	Class
001990	06/30/21	150	150	150	150	0

**WATER MESSAGE**  
 ACCOUNTS WITH AN UNPAID BALANCE FORWARDING ARE SUBJECT TO A \$5.00 PENALTY PER MONTH. DISCONNECT FEE AND SHUT OFF AFTER THE 15TH OF THE MONTH. TO AVOID PENALTIES, FEES AND DISCONNECT YOU MUST PAY YOUR ACCOUNT IN FULL OR SIGN A WRITTEN RE-FINANCE AGREEMENT.

**WATER CONSUMPTION**  
 Bar chart showing water consumption over time with categories for Winter, Spring, Summer, and Fall.

**CURRENT CHARGES**

WATER	20.33
SEWER	47.24
WOT (T) WASTE	4.32
<b>TOTAL CURRENT CHARGES</b>	<b>87.29</b>

**BILL SUMMARY**

Previous Balance	170.16
Payments Received	188
Account Billing	188
Current Charge	87.29
<b>TOTAL AMOUNT DUE</b>	<b>269.56</b>

**Payment Coupon**  
 ACCOUNT INFORMATION: 02234-400, 616 SPRING ST, SPRINGBROOK, CA 95959  
 DUE DATE: 7/30/2021  
 TOTAL AMOUNT DUE BY: 7/30/2021: 269.56  
 ACCOUNT NUMBER: 02234-400  
 CITY OF SPRINGBROOK, PO BOX 1066, SPRINGBROOK, CA 95959

Overview Account: 05020-000

Account Information:  
 Name: Joe Smith  
 Service Address: 600 W 1st St, Tallahassee, FL 32302  
 Customer Address: 241 W 2nd St, Tallahassee, FL 32302  
 Meters Address: PO Box 100, Tallahassee, FL 32302

**Billing**  
 Account Balance: 195.47

Category	Amount
Water	\$174.80
Waste	\$195.50
Public Works	\$173.90
Other	\$173.25
Penalty	\$0.00
Rebate	\$0.00
Other	\$0.00
<b>Total</b>	<b>\$618.45</b>

**Water Consumption**  
 Line chart showing water consumption over time with categories for Winter, Spring, Summer, and Fall.

**Payment History**  
 Table of payments with columns for Paid Date, Description, and Amount.

## Xpress Bill Pay

Xpress Bill Pay has developed an innovative web-based online bill payment system. The system makes it easy for organizations, both large and small, to offer online bill payment to their customers — allowing them to pay their bills online with credit cards, debit cards, or electronic fund transfers. Customers can go to our website, log on, and immediately access their account where their bills are presented. The system is easy to set up and use.

Unlike other online bill payment services, Xpress Bill Pay has developed a comprehensive bill payment solution providing functionality such as:

- Real-time payments. In most cases, your payment is posted on the same date you paid.
- Email reminder alerts are sent to customers when bills arrive, when they're due, and when they're paid.
- A complete history of payment confirmations and online transactions.
- Auto Pay allows customers to set up automatic payments and not worry about them again.
- Secure transactions use the same security technology as leading online banking and financial institutions.

Xpress Bill Pay also meets all security compliance requirements for the Payment Card Industry (PCI) Data Security Standard — this includes certification with Visa Cardholder Information Security Program (CISP), MasterCard Site Data protection program, American Express Data Security Standards, and Discover Cards DISC program. Xpress Bill Pay has also received a Security Metrics Level 1 PCI certification.

## Xpress Bill Pay Customer Portal

Our Customer Portal is a comprehensive payment solution that integrates seamlessly into the entire Springbrook Suite. While reducing time, steps, and errors to improve the collection of payments and provide citizens with the fastest, easiest, and safest bill-paying experience, Xpress remains PCI compliant and allows customers easy login to view their usage, request services, set up recurring payments, and more.



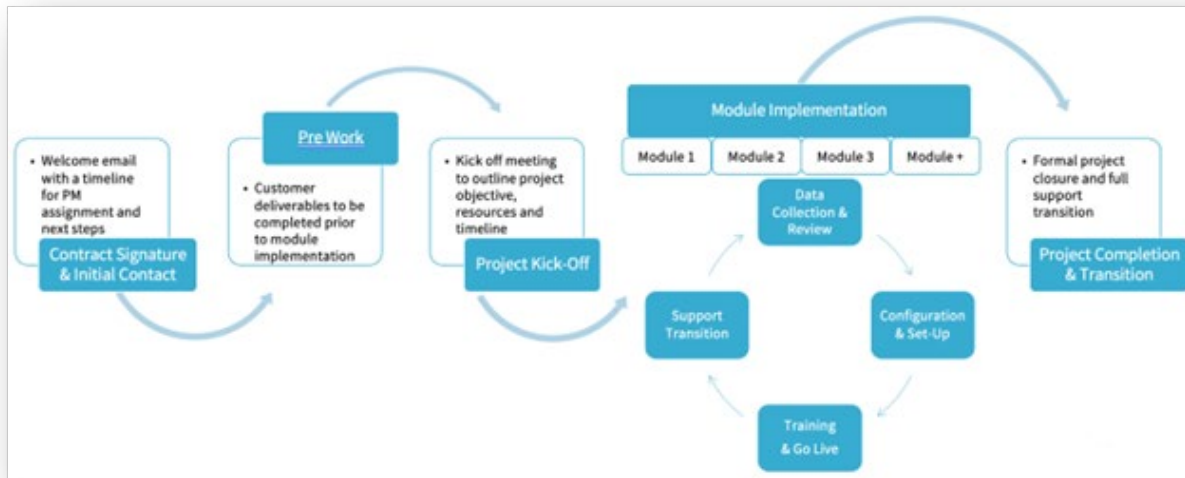
## Tableau (Reporting)

Tableau is the industry-leading reporting software that enables fast, customized, easy-to-develop, and interpret visualizations to support virtually any local government data reporting need. Tableau's software will give your agency many important advantages that collectively deliver a comprehensive interactive view of programs, budgets, and high-level trends. Additionally, Tableau will provide the reporting capabilities necessary to deliver analysis that may become necessary for any government entity that received relief funding. Tableau is pre-configured with the most popular templates and provides access to a growing library composed of templates culled from other local government agency users. Tableau is easy to use, can deliver results in minutes, and provides report automation deliverables across any platform or device. Tableau is a leader on the Gartner Magic Quadrant, is InfoWorld Technology product of the year, and is offered free of charge to all Springbrook cloud customers.



## Implementation Methodology

The following framework describes the steps required to complete a successful implementation.



The software implementation framework comprises five key elements that outline the stages and activities involved in successfully deploying and transitioning Springbrook software solutions to customers:

**Contract Signature & Initial Contact:** This initial stage involves signing the contract between the software provider and the customer. It marks the beginning of the implementation process and includes establishing initial contact with the customer to set expectations, clarify requirements, and gather the necessary information to initiate the project.

**Customer Pre-Work:** In this phase, the customer undertakes preparatory activities to ensure a smooth implementation process. This may include providing access to relevant systems and data, conducting user readiness assessments, and identifying key stakeholders involved in the implementation.

**Project Kick-Off:** The project kick-off marks the official start of the implementation process. During this phase, Springbrook and the customer discuss project goals, deliverables, timelines, and resource requirements. The project team is introduced, roles and responsibilities are defined, and a detailed project plan is established. This phase sets the foundation for successful collaboration and communication throughout the implementation.

**Module Implementation:** This stage focuses on implementing software modules or components. It involves configuring the Springbrook solution based on the customer's specific requirements. The module implementation phase includes activities such as data migration, system integration, testing, and training. It ensures that Springbrook's software solution is tailored to the customer's needs and aligns with their business processes.

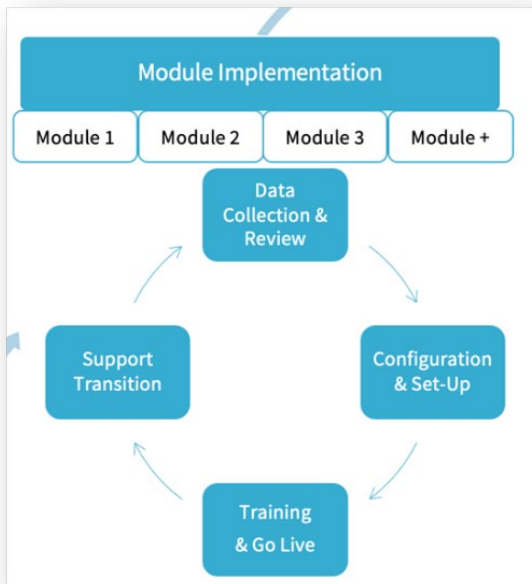
**Project Completion & Support Transition:** The software implementation framework's final phase involves the project's completion and the transition to ongoing support. This includes finalizing any remaining tasks, concluding post-go-live services, and communicating project completion. The transition to support involves transferring knowledge and responsibilities to the customer's support team, ensuring they are equipped to handle any future software maintenance and support needs.



By following this software implementation framework, Springbrook and the customer can ensure a structured and efficient deployment process. It enables effective project management, clear communication, and collaboration between all stakeholders, ultimately leading to a successful software implementation and a smooth transition to ongoing support.

## Module Implementation Details

The software implementation framework consists of four key elements that guide the process of deploying and transitioning software solutions to users:



**Data Collection and Review:** In this initial stage, data relevant to the software implementation is collected and reviewed. This includes gathering existing data, such as customer records or system information, and conducting a thorough analysis to ensure data accuracy and completeness. The goal is to lay the foundation for successful configuration and setup of the software.

**Configuration and Set-Up:** Once the necessary data has been collected and reviewed, the software is configured to meet the organization's specific requirements. This involves tailoring the software solution to align with the organization's processes, workflows, and business rules. Configuration may include defining user roles and permissions, customizing forms or templates, and integrating the software with existing systems or databases. The focus is optimizing the software's functionality and usability to best suit the organization's needs.

**Training and Go-Live:** In this phase, end-users receive comprehensive training on effectively using the software. Training sessions may include workshops, hands-on exercises, or virtual training modules to familiarize users with the software's features and functionalities. The training also covers best practices, tips, and specific guidelines or procedures relevant to software usage. Once training is completed, the software is officially launched and made available to end-users, marking the go-live milestone.

**Support Transition:** The support transition phase involves shifting from the implementation team to the ongoing support and maintenance team. During this phase, knowledge transfer and handover activities occur, ensuring that the organization's support team is equipped to handle user inquiries, troubleshoot issues, and provide ongoing assistance. This may include providing documentation, support materials, and contact information for technical support. The support transition phase ensures a smooth transition from implementation to ongoing support, facilitating long-term success and sustainability of the software solution.

## Springbrook Implementation Phases

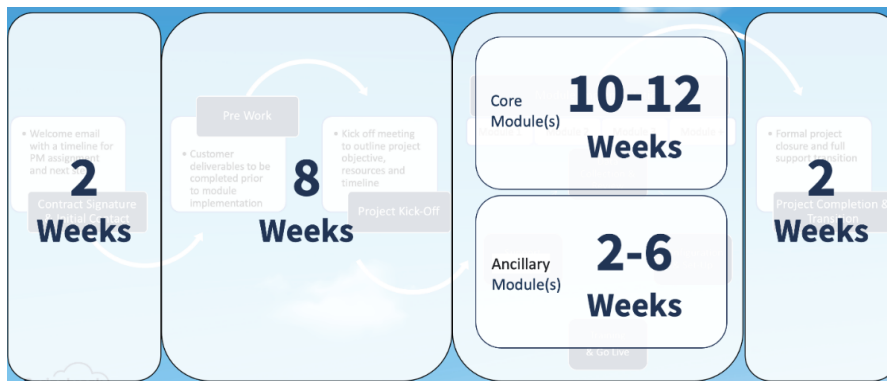
Implementation is typically done in the phases depending on the modules included. The following is a tentative phased approach to the proposed project:

- Phase I – Finance Modules
- Phase II – Utility Billing and Xpress Bill Pay
- Phase III – Payroll
- Phase IV – Cirrus HR
- Phase V – Remaining modules

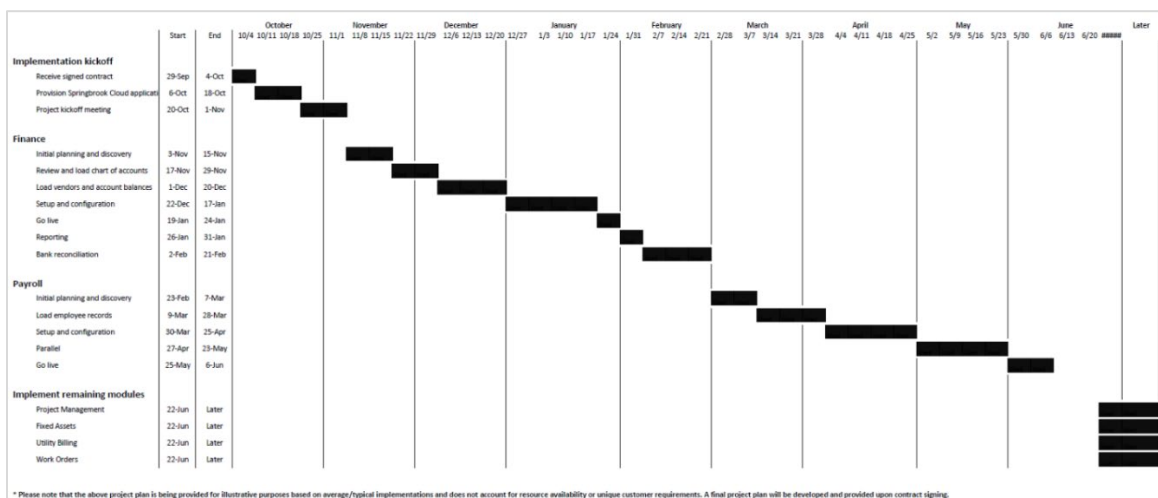
## Sample Project Schedule

If approved, the project start date will vary based on Springbrook's backlog. Springbrook commits to beginning the work as quickly as possible.

A sample timeline is provided below for estimation purposes. An agreed-upon timeline with dates and project milestones will be completed as part of the project kick-off.



The following is an example of a project plan. Dates are not representative of the District's timeline. A specific timeline will be discussed after selection.



## **Milestones/Deliverables**

The project plan details are discussed during the kick-off call, including schedule, cost, scope, communications, issue, risk, and change management. As previously stated, Springbrook and the customer discuss project goals, deliverables, timelines, and resource requirements during kick-off. The project team is introduced, roles and responsibilities are defined, and a detailed project plan is established, which includes aligning schedules and communication goals. This phase sets the foundation for successful collaboration and communication throughout the implementation.

As part of a weekly cadence during implementation, the team reviews the hours allotted for each module compared to the time remaining to ensure the project is on track.

### **Deliverables**

The following deliverables will be executed as a part of the executed SOW:

1. Agreed upon project plan with timeline and milestones
2. Roles & responsibilities matrix and communication plan
3. Well-maintained issue log with individually tracked status updates
4. Feature request log with Springbrook's product team review(s) and comment(s)
5. All modules in scope will be deployed to a production environment
6. Key customer resources will have received training on the in-scope modules

## **Integrations and Third-Party Communications**

Springbrook is proud to offer a cutting-edge solution that simplifies data integration and promotes seamless collaboration across various platforms. At Springbrook, we understand the importance of connecting with third-party applications and services to maximize efficiency and productivity. That's why we have expanded our offerings from SFTP and import/export options to include a real-time API, empowering you with the ability to access and retrieve data from the Springbrook cloud in real time. With our real-time API, you can effortlessly establish read access to all the data stored within the Springbrook cloud. This means you can now facilitate smooth and reliable integrations with a wide range of third-party systems.

The Springbrook real-time API provides a secure and scalable solution, allowing you to customize your integrations to meet your specific needs. Our API documentation and developer resources make it easy for your team to implement and optimize integrations, even if they have little or no experience.

### **Data Exchange Standards**

Springbrook supports the following:

- A variety of "productized" in-application configurable data exports for common/frequently requested areas.
- Read-only access to all data via the OData standard
- Purpose-built read/write REST APIs for specific common scenarios (e.g., updating parcel/property information).

Additionally, we provide an optional "database copy" service where a complete copy of the database can be securely downloaded on a nightly basis for extreme or data-intensive operations.

## Xpress Bill Pay Implementation Plan and Project Timeline

We follow a process flow to ensure timely implementation and a successful rollout for you and your customers. The following is an anticipated timeline for the Xpress Bill Pay implementation process, which will run concurrently with the last 12 weeks of the Springbrook Utility Billing implementation phase.

1. **Week 1:** A kickoff meeting between XBP and the District is held to review all system components with a detailed discussion concerning each feature and the overall benefits to the District. The full product implementation scope is determined (if it has not been previously finalized during contract execution).
2. **Week 1:** Merchant service agreements (via Path Point Merchant Services) and optional bank bill pay consolidation applications (if needed) are prepared and sent over for signature.
3. **Weeks 1-2:** The District signs needed Path Point Merchant Service agreement, optional bank bill pay applications (if needed), and underwriting for credit card and eCheck service begins.
4. **Week 3:** Underwriting is completed on the new merchant service account. XBP works with Path Point Merchant Services to request that Visa approve the District for Visa's Utility Interchange Reimbursement Fee Program. It can take Visa up to 60 days to provide approval.
5. **Week 3:** Once underwriting is complete, XBP's Implementation and Training team will schedule tentative on-site training with the District's staff. (I say tentatively because the District will likely want Visa Utility rate approval before going live.)
6. **Weeks 3-6:** XBP, Springbrook, and the District will work together on the setup and configuration of the District's XBP and Springbrook software for ebill presentment, payment posting, and bank reconciliation. We can certainly do batch file exchange per the RFP, but we also believe real-time integration can be completed for your OnPrem installation.
7. **Weeks 6-12:** Receive notification from Path Point Merchant Services that Visa has approved utility rates for the District.
8. **Weeks 6-12:** XBP trainer provides on-site training at the District's office. Typically, only one 8-hour day is needed. The XBP system is fully live during and following training.

## Fee Proposal

Please see the Springbrook Order Form on the following pages for cost details and order terms.

Order Form: Q-26403-1  
 Date: 4/17/2024, 2:37 PM  
 Expires On: 6/1/2024



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

**Ship To:**  
 Annie Liu  
 Citrus Heights Water District  
 6230 Sylvan Road  
 Citrus Heights, California 95610  
 aliu@chwd.org

**Bill To:**  
 Citrus Heights Water District  
 6230 Sylvan Road  
 Citrus Heights, California 95610

Account Manager	E-mail	Phone Number	Payment Terms
Gary Kaber	gary.kaber@sprbrk.com	520-820-6167	Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Utility Billing Subscription	USD 24,050.00	1	30.000	USD 16,835.00
Fixed Assets Subscription	USD 7,850.00	1	30.000	USD 5,495.00
Licenses and Permits Subscription	USD 7,850.00	1	30.000	USD 5,495.00
Purchase Orders Subscription	USD 7,450.00	1	30.000	USD 5,215.00
Finance Suite Subscription	USD 29,150.00	1	30.000	USD 20,405.00
Employee Self Services Subscription	USD 2,400.00	1	30.000	USD 1,680.00
Payroll Subscription	USD 7,850.00	1	30.000	USD 5,495.00
Human Resources Management Subscription	USD 5,450.00	1	30.000	USD 3,815.00
Open Enrollment Subscription	USD 0.00	1	0.000	USD 0.00
<b>Annual Product Pricing Total:</b>				USD 64,435.00

Estimated Professional Services						
PRODUCT	DESCRIPTION	LIST PRICE	NET PRICE	QTY	DISC %	NET PRICE
Standard Professional Services	Standard Professional Services	USD 240.00	USD 168.00	250	30.000	USD 42,000.00
Standard Professional Services	Standard Professional Services	USD 240.00	USD 168.00	22	30.000	USD 3,696.00
Standard Professional Services	Standard Professional Services	USD 240.00	USD 168.00	45	30.000	USD 7,560.00
Standard Professional Services	Standard Professional Services	USD 240.00	USD 168.00	15	30.000	USD 2,520.00
Standard Professional Services	Standard Professional Services	USD 240.00	USD 168.00	190	30.000	USD 31,920.00
Standard Professional Services	Standard Professional Services	USD 240.00	USD 168.00	32	30.000	USD 5,376.00

<b>PRODUCT</b>	<b>DESCRIPTION</b>	<b>LIST PRICE</b>	<b>NET PRICE</b>	<b>QTY</b>	<b>DISC %</b>	<b>NET PRICE</b>
Standard Professional Services	Standard Professional Services	USD 240.00	USD 168.00	250	30.000	USD 42,000.00
Standard Professional Services	Standard Professional Services	USD 240.00	USD 168.00	35	30.000	USD 5,880.00
Standard Professional Services	Standard Professional Services	USD 240.00	USD 168.00	20	30.000	USD 3,360.00
<b>Estimated Professional Services Total:</b>						USD 144,312.00

**Grand Total: USD 208,747.00**

\* excludes applicable sales tax

## Order Details

Customer Name: Citrus Heights Water District

Customer Contact: Annie Liu

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

## 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 and One-Time Licenses:

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.

Software Subscriptions, Maintenance,  
and Hosting (Add-Ons):

Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.

Software Subscriptions (Migrations):

Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. 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.

*\* Professional Services time and material pricing is based on expected hours using Springbrook's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of \$15,000 or 20%, a signed change order is necessary to proceed. Adjustments under this threshold will be executed and invoiced accordingly. On-site professional services are subject to a daily minimum rate regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as they are 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**

**Citrus Heights Water District**

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

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

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

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

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



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

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

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

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

# Insurance

 <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE(MMDDYYYY) 12/11/2024														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UNDER THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																
<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	<b>CONTACT</b> PHONE (AC, No, Ext): (866) 283-7122      FAX No.: (800) 363-0105 E-MAIL ADDRESS:															
<b>INSURED</b> Wellington Bidco, Inc. Springbrook Software, LLC 23170 SW Langer Farms Pkwy, Ste 142 #50 Sherwood OR 97104 USA	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Property Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: Lloyd's Syndicate No. 4000</td> <td>AA1126005</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Phoenix Insurance Company	25623	INSURER B: Travelers Property Cas Co of America	25674	INSURER C: Lloyd's Syndicate No. 4000	AA1126005	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																
<b>COVERAGES</b> <b>CERTIFICATE NUMBER:</b> 570109720685 <b>REVISION NUMBER:</b>																
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,																
Limits shown are as requested																
<b>TYPE</b>	<b>TYPE OF INSURANCE</b>	<b>ACORD</b>	<b>FORM</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF. DATE(MMDDYYYY)</b>	<b>POLICY EXP. DATE(MMDDYYYY)</b>	<b>LIMITS</b>									
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP81N620092315	12/23/2023	12/23/2024	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000									
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY OTHER:			BA4W3306722315G	12/23/2023	12/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Col. Ded. \$1,000									
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			CUP4W3364312315	12/23/2023	12/23/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB4W3202242315G	12/23/2023	12/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000									
C	E&O - Technology			B0621PSBRK000124	02/25/2024	02/25/2025	Aggregate \$10,000,000									
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> Citrus Heights Water District, 6230 Sylvan Road, Citrus Heights, California 95610 is included as Additional Insured in accordance with the policy provisions of the General Liability policy.																
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>												
Citrus Heights Water District 6230 Sylvan Road Citrus Heights CA 95610 USA				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  												
©1988-2015 ACORD CORPORATION. All rights reserved ACORD 25 (2016/03)      The ACORD name and logo are registered marks of ACORD																

Holder Identifier :

Certificate No : 570109720685



# Litigation

Springbrook does not have any litigation history to include.

## Other Information

### Task Allocation and Project Completion

The Springbrook team uses various tools to track project tasks and progress, such as Intacct and Salesforce. We regularly communicate with the client throughout implementation via scheduled check-ins.

Additionally, our project methodology involves a “Check” phase. This phase assesses whether the project is on track and whether any deviations or issues need to be addressed. Any issues are communicated with the client.

### Community Involvement

Springbrook is a completely remote organization, and our community involvement is paramount to our success. Companywide, our organization is committed to giving back to our community as much as we possibly can. Springbrook has a Giving Committee, which is comprised of employees who organize events throughout the year to give back to our employees’ communities. Most recently, we supported three families from Florida by fulfilling their holiday wish lists as they continue to navigate the aftermath of recent storms.

### Previous Involvement

As previously stated, Springbrook had the opportunity to meet the Citrus Heights team and provide demonstrations of our software in July 2024.

# Appendices

## Exceptions to Exhibit B

Sample Contract Terms & Conditions	Terms and Conditions can be negotiated in detail if chosen as vendor.
<b>2. Compensation</b>	Invoicing outlined and Payment terms as outlined on the order form and the MSA/PSA. Springbrook is not providing printing services so this language would not apply.
<b>4. Maintenance Records</b>	If applicable.
<b>5. Time of Performance</b>	Time of performance is based on availability and customer cooperation as outlined in Springbrook PSA.
<b>7. Compliance with Law</b>	A. If applicable B. Does not apply C. Does not apply
<b>11. Insurance</b>	Insurance as outlined in our COI – as provided.
<b>12. Indemnification</b>	Indemnification as outlined in the Springbrook MSA.
<b>16. Termination</b>	Termination as outlined in the Springbrook MSA.

	<b>Global Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
	<b>General System Capabilities</b>		
1	The System must use "rule based" configuration options that allows the site to design how the software will be deployed.	FP	
2	The staff must be able to adjust common variables, such as codes, tables, report parameters, etc., without the services of a professional programmer.	FP	
3	The software must have a one-time, single-point of data entry to reduce redundant work.	FP	
4	Software modules should integrate to maximize operator and system efficiency where applicable.	FP	
5	The software must have an easy to use system for preparing various statistical and analytical reports.	FP	
6	Integrated search capabilities on applicable fields without the use of a secondary application.	FP	
7	The software shall provide the ability to input, access, and store a user-defined level of historical data "on-line".	FP	
8	The software must verify the validity of the data being entered into the database by performing immediate error checking.	FP	
9	The software must provide the ability for the system manager to identify an individual who last entered or changed any transaction and the date of that change.	FP	
10	The software should allow corrections to be done in the originating module when applicable.	FP	
11	The software must provide the ability for multiple users to be on the system at the same time and multiple users to be in the same programs at the same time.	FP	
12	The software must be written using a relational database.	FP	
13	The software must provide the ability to direct output of a data search to a printer upon user demand.	FP	
14	The system must provide the ability for the user to create a PDF format for all reports.	FP	
15	User Experience should be customizable by user. This would include program launch portal, menu's, reports and browse screens.	FP	
16	Applicable modules must provide for user defined fields for the master files and input screens.	FP	
17	System should provide capability to integrate with an applicable Document Management system if available (Onbase).	FP	
18	System provides the ability to design site specific output forms for applicable modules.	FP	
19	Software should provide a auto schedule capability to run reports at designated times in the future for applicable modules.	FP	
20	System should utilize "checklists" within applicable modules so that the system guides user through a process.	FP	
21	System should provide a Dashboard view of critical system statuses and key performance indicators for the organization. The organization should be able to both personalize the dashboard for each of their users, as well as customize it for their organization's specific metrics of performance.	FP	

	<b>Global Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
22	System should provide end users when applicable the ability to personalize their own Dashboards by selecting from a list of components.	FP	
	<b>Vendor Requirements</b>		
23	All applications must provide for future updates and enhancements on a regular basis. Vendor will note such provisions and identify associated costs.	FP	
24	The vendor should provide well defined update processes for software releases.	FP	
25	The vendor should support all modifications made to the system during the installation process in all future software releases.	FP	
26	Software enhancements provided to other customers should be made available to the clients at no charge.	FP	
	<b>Technical Requirements</b>		
27	The system should provide the ability to support purging, with appropriate archival and audit trails, on individual or project specific data from all relevant system modules.	FP	
28	The system should provide field level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective actions (i.e., warnings when entering existing SSN, address, etc.)	FP	
29	The system should provide online documentation and training materials such as context-specific help and search capability.	FP	
30	The system should allow authorized users to obtain/update information through self service applications when applicable.	FP	
31	The system should support importing and exporting standard desktop office application files to Microsoft Office suite where applicable.	FP	
32	The system should provide all date fields with a century indicator.	FP	
33	The system should provide the ability to maintain and update test environments	FP	
	<b>System Administration</b>		
	The system should provide user-defined:	FP	
34	Tables	FP	
35	Fields	FP	
36	Reports	FP	
37	Forms	FP	
38	Business rules and workflows	FP	
39	All application customizations should be retained following any system update.	FP	
40	The system should allow administration tasks to be decentralized	FP	
	<b>Security</b>		
41	The system should display the last date and time the user logged onto the system at the time of logon.	FP	
42	The system should use single sign-on (SSO) with Microsoft Active Directory.	FP	
43	The system should allow an administrator to suspend a user ID from further use.	FP	
44	The system should allow an administrator to suspend all user access when a user is terminated.	FP	
45	The system should allow an administrator to add and modify user security information using online screens with immediate profile update.	FP	

	<b>Global Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
46	The system should record in the system who changes security profiles and when changes are made (user name, date and time stamp).	FP	
47	The system should assign application access rights across entire suite of applications at a single point of entry.	FP	
48	The system should provide summarized and detailed reports on user access, usage and audit logs, etc.	FP	
49	The system should utilize a role-based security system allowing an unlimited number of roles to be assigned to each user.	FP	
<b>Workflow Administration</b>			
50	The system should provide best practice workflow templates.	FP	
51	The system should provide multiple approval paths based on item to be routed, where applicable.	FP	
52	The system should provide automated approval notification where applicable.	FP	
53	The system should provide the ability for a designated user to override particular workflow step.	FP	
54	The system should provide the ability to create custom workflows based on rules based tools.	FP	
55	The system should provide the ability to track documents submitted for approval and review with a time/date stamp.	FP	
56	The system should allow for workflow management and approval hierarchies.	FP	
<b>Database Management System</b>			
57	The system should be optimized for Microsoft SQL Server RDBMS.	FP	
58	The system should include application and system configuration tables accessible by all modules.	FP	
59	The system should provide for simultaneous access to data by concurrent users.	FP	
60	The system should provide the ability to set database records as read only.	FP	
61	The system should provide standard structured query language (SQL) capabilities for database queries.	FP	
<b>Reporting &amp; Data Access</b>			
62	The system should provide mobile access for de-centralization of key functions including requisition entry and approval, invoice entry and approval and budget entry and approval, etc.	FP	
63	The system should provide mobile access to important data points within the system such as account budget balances, processed invoices and certain staff information, given proper security authorization.	FP	
64	The system should generate charts and graphs based on report data within the system.	FP	
65	The system should generate reports directly to other data formats. This includes Adobe PDF File, Microsoft XPS File, Microsoft Excel File, Microsoft Word File, OpenDocument Writer File, Text File, Rich Text File, and an OpenDocument Calc File.	FP	
66	Extensive data query capabilities should be available; for example, applying user-defined query sorts and filters, creating lists within those queries, printing and/or exporting queried data, etc.	FP	

	<b>Global Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
67	The system should provide the ability to view previously generated reports by all users or by specific users.	FP	
68	The system should schedule applicable reports to run automatically.	FP	
69	The system should allow for reports to be shared with multiple users of the system without printing or using email.	FP	
70	The system should allow print preview of all reports before printing and have print screen functionality.	FP	
	<b>The system should utilize electronic spreadsheets to:</b>		
71	Download information from the application	FP	
	<b>The system should provide for the following types of custom report writing tools that will use the application established security at the database level:</b>		
72	User-friendly end-user report-writer	FP	
73	Graphical report-writer	FP	
74	The system should support integration with industry leading third-party reporting tools such as Crystal Reports and Microsoft SQL Server Reporting Services.	FP	
	<b>Content &amp; Document Management</b>		
75	<b>Designed by the same vendor as the proposed system, for these benefits:</b>		
76	The system should provide standard document attachment features to store existing files on the network or scanned document images, attaching them to records in the application.	FP	
77	Tight integration with other system modules	FP	
78	Single customer support contact and infrastructure	FP	
79	Tie images of documents to system transactions (for example, link scanned copies of paper invoices to the system's invoice transactions)	FP	
80	Support batch scanning, archiving, and indexing of paper documents	FP	
81	Must allow full text search of electronic content of document images	FP	
82	Automatic archiving of electronic content in any document type, such as PDF, image, or text	FP	
83	Must provide security for documents from unauthorized access or permission	FP	
84	Ability to conform to Records Management requirements, such as document retention schedules	FP	
85	Ability to email documents directly from application	FP	
86	Must allow e-mailing of purchase orders and direct deposit advices	FP	
87	Must provide on-line context sensitive documentation with table of contents, index, and key word search capabilities and ability to e-mail or generate fax sheet for support requests directly from application. Provide direct access to help web site to log support requests, query knowledge base for frequently asked questions, participate in user group discussions, and download updates via secure connection.	FP	
	<b>System Documentation &amp; Technical Support</b>		
88	Provide on-line context sensitive documentation with table of contents, index, and key word search capabilities. Provide direct access to help web site to live chat, log support requests, query knowledge base for frequently asked questions, access online user community, participate in user group discussions, and download updates via secure connection.	FP	



	<b>Global Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
89	The vendor's technical support should offer a state-of-the-art service technology to provide managed services for the system, allowing for the deployment, updating, and management of all software resources.	FP	
90	The vendor's technical support should offer active system monitoring to monitor the system for any network or software processing issues. System monitoring should include server and workstation failures, memory issues, processor, licensing information and windows versioning from within the application with no need for a third party application.	FP	
<b>Business Intelligence Services</b>			
91	The system should offer Dashboards as an innovative way to present vital information to users.	FP	
	Dashboards should offer the following features:	FP	
92	Dashboards should be available via mobile interface or the web	FP	
93	Allow increased user productivity by allowing full personalization of the user experience, through data portals, search analytics, and data analysis, based upon role-based security.	FP	
94	Allow for multiple Dashboards for various user roles within the organization as well as for external roles like Auditors.	FP	
95	Provide complete control to create information tailored to specific user roles including scheduled reports, graphs and charts to quickly analyze Key Performance Indicators, as well as navigation preferences, system notifications, shortcuts and favorites.	FP	
96	Provide a global search feature to search the entire application database.	FP	
97	Provide on-line context sensitive documentation with table of contents, index, and key word search capabilities. Provide direct access to help web site to live chat, log support requests, query knowledge base for frequently asked questions, participate in user group discussions, and download updates via secure connection.	FP	
	TOTALS	0	

	<b>General Ledger Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
	<b>General Features</b>		
1	The General Ledger System must provide the following methods of operation:	FP	
2	System provides all procedural functions of a fund accounting system in conformity with GAAP and GASB accounting standards.	FP	
3	System provides the maintenance of separate funds, each of which is a self-balancing set of accounts with all fund records being processed simultaneously by the common system.	FP	
4	During all processing, the system should insure that each entry to a fund is balanced and complete and also that each fund is maintained as a self-balancing entity.	FP	
5	Allow the user to determine the basis for accounting for each fund separately in cash, accrual, or a modified accrual basis.	FP	
6	Chart of accounts structure supports multiple funds, roll-up and consolidation reporting with client-defined groupings.	FP	
7	Provide the option to use dashes, periods, or other defining characters in the GL account number configuration (Current XX-XXXX-XX. If dashes or periods are used, the user should be able to predefine account number configurations for each type of account (asset, liability, revenue, expense, etc.) so that the dashes or periods are automatically inserted in the appropriate spaces.	FP	
8	System supports the creation of a "short key" or "quick key" for COA speed entry.	FP	
9	Authorized users must be able to close and re-open accounting periods as necessary.	FP	
10	Define accounts as either having optional or required status in the Project Accounting module.	FP	
11	Ability to define different fiscal year ending dates for individual funds, i.e., not all funds are required to have the same fiscal year-end date.	FP	
12	Provide ability to suspend account activity.	FP	
13	Provide the ability to protect an account from journal entries while allowing system postings.	FP	
14	Provide the ability to flag a fund with an active or inactive status. Inactivating a fund will inactivate all accounts within the fund.	FP	
15	Maintain and process transactions for a "prior" fiscal year and a "current" fiscal year simultaneously before the prior year is closed. Make an "adjustment period" available for posting audit adjusting entries to prior year balances.	FP	
16	Ability to post entries in next fiscal year without having to close the current fiscal year.	FP	

	<b>General Ledger Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
17	System supports year-end processing at any point in time after the end of the fiscal year (i.e., doesn't have to occur on last day or on any particular day).	FP	
18	Provide for automated year-end closing. This process should include the automated closing of revenue and expenditure accounts to the individual fund equity account, and posting of asset, liability and equity balances to subsequent year's general ledger.	FP	
19	Allow the ability to post audit adjusting entries to prior year's data after the initial year-end close has been processed. The system must automatically post all adjusted balance sheet amounts to the current year's general ledger, and reflect prior year audit adjusting entries in individual account historical data.	FP	
20	There should be a default general ledger fund equity account maintained in the general ledger master chart of accounts or fund table. This fund equity account will be used in the fund during the year-end close process.	FP	
21	Audit changes made in key files (General Ledger system file, fund maintenance and account transfer maintenance file) and provide an audit report listing changes to these General Ledger files. Filter options should include date, file, function and operator.	FP	
22	Provide ability for mobile access to general ledger account balances and transaction history via the web, if permitted by security.	FP	
<b>Journal Entry Capabilities</b>			
23	Journal entries must have a unique identifying transaction code or number automatically generated by the system.	FP	
24	Prevent journal entries from posting to months or fiscal years which have already been closed for accepting business transactions, or have not been opened for accepting business transactions.	FP	
25	System will allow journal entry transactions to support multiple funds within one entry and each fund balances individually.	FP	
26	Provide for error identification and correction before actual posting occurs, including the rejection of out-of-balance entries and invalid account numbers.	FP	
27	Accept both standard and recurring journal entries, both as to amount and account. For recurring journal entries, data entry should be required only once. Edit recurring entries as to coding accounts and amounts as necessary.	FP	

	<b>General Ledger Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
28	Allow the user to reverse a previously posted journal entry. Provide a complete audit trail in the general ledger for journal entry reversal and re-post by requiring a separate journal entry number or code for each reversal/repost.	FP	
29	Perform allocation calculation such as interest, based on an allocation method selected (average daily balance, monthly beginning balance, monthly ending balance, percent, or fixed amount) during the journal entry process.	FP	
30	Accept imports of journal transactions from third-party applications in multiple formats including fixed width or delimited by colon, comma, dash, period or pipe.	FP	
31	The system has the ability to edit journal entry data that was imported prior to posting to the GL with appropriate security and audit trail information.	FP	
<b>Workflow</b>			
32	Mobile dashboard should be role based to accommodate security controls at the site	FP	
33	The system should allow mobile approvals of journal entries via the web, if permitted by security.	FP	
34	System proactively alerts user of bank accounts with cash balance less than 5000.	FP	
35	System proactively alerts user of accounts over budget.	FP	
36	System proactively alerts user of departments within 5, 10, 20% of budget.	FP	
<b>Inquiry Capabilities</b>			
37	The system should provide quick GL account number look-up from any area in the software where general ledger account numbers are entered. This look-up should allow for entering a portion of the account number and/or the account name. The appropriate accounts should then be displayed, with the ability to select the desired account.	FP	
38	Provide on-line account information including account number, account name, type of account (asset, revenue, expense, etc.), original and current amount budgeted, beginning balance, activity, actual balance, and budget remaining.	FP	

	General Ledger Functional Requirements	Vendor Response	Vendor Comments
39	The inquiry program should provide an option to display detailed information on transactions posted during the fiscal year. The system should display the transaction date, transaction number, reference (ck number, etc.), description, and amount of the transaction. If appropriate, the invoice number and purchase order number should be displayed. The detail records should support drill-down functionality on the transaction number, vendor number, etc.	FP	
40	The system should provide the ability to capture multiple User Defined Data (UDD) fields with the following attributes:	FP	
41	UDD fields can be formatted in various layouts such as checkboxes, date fields, numeric fields, drop-down lists and text fields.	FP	
42	Additional customization features for UDD fields can be defined including character length, min & max values, initial & default values, as well as characteristics such as "unique" and "required".	FP	
43	The system automatically searches for and notifies a user of other records in the system with identical UDDs, when the UDD field is setup with a "unique" value.	FP	
44	The monthly activity, budget information and transaction detail information described above should be available for on-line inquiry for the current fiscal year as well as for previous years.	FP	
<b>Reporting Capabilities</b>			
45	Provide the ability to design and create reports in a user defined format without being required to purchase a special report writer application.	FP	
46	All reports should include the name and title of the report, date and time the report was produced and the date(s) for which the report covers.	FP	
47	Option to view any report on screen with subsequent option to print.	FP	
48	Ability to generate financial statements by individual funds or for all funds.	FP	
49	Ability to consolidate financial statements when more than one fund is used to account for various fund types or groups.	FP	
50	Ability to print a report including all journal notes.	FP	
51	Ability to print a report for a user defined range of journal numbers, sorted by journal entry number.	FP	

	<b>General Ledger Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
52	Provide the ability to run all applicable reports for the current fiscal year's data or from data from a previous fiscal year.	FP	
53	Ability to suppress accounts with zero balances and no activity.	FP	
54	The following financial reports must be included:	FP	
55	Account Listing	FP	
56	Chart of Accounts	FP	
57	Statement of Revenues and Expenditures (Income Statement)	FP	
58	Trial Balance	FP	
59	Balance Sheet	FP	
60	Cash Analysis Report	FP	
61	Budget Worksheet	FP	
62	Budget Report	FP	
63	General Ledger Detail Report: Report parameters should include the ability to choose fund or any other account section, range of dates, and range of accounts. For each account selected, the report should print the account number and name, beginning balance, debits and credits for the periods selected, and ending balance.	FP	
64	General Ledger Detail vs. Budget Report	FP	
65	General Ledger Transaction Report: Report parameters should include the ability to choose the fund(s), accounting period, account or range of accounts, option to include encumbrances, and option to include journal notes. For each transaction selected, the report should print the transaction number, transaction date, posting date, reference, description, accounts debited and credited, amounts, and journal notes (if applicable).	FP	
66	The system should provide a checklist of suggested reports and processes to perform for Fiscal Year End, including the ability to enter notes. Checklist for prior Fiscal Years should be accessible for historical reference.	FP	
67	The system should also print interim financial statements.	FP	
<b>System Interfaces</b>			
68	The General Ledger system should interface with the following modules:	FP	
69	Accounts Payable	FP	
70	Purchasing	FP	
71	Payroll	FP	
72	Bank Reconciliation	FP	
73	Budget	FP	
74	Project Accounting	FP	

	<b>General Ledger Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
<b>75</b>	Fixed Assets	FP	
<b>76</b>	Inventory	FP	
<b>77</b>	Work Orders	FP	
<b>78</b>	Utility Billing	FP	
<b>79</b>	Miscellaneous Accounts Receivable	FP	
	TOTALS	0	

	<b>Purchasing Functional Requirements</b>	<b>Vendor Response</b>
	<b>General Features</b>	
1	The Purchasing System must provide the following methods of operation:	FP
2	Tracks information for the entire life-cycle of procurement activity (i.e. requisition through payment)	FP
3	Ability to allow add/edit functionality of general ledger accounts from input with system level security.	FP
4	Option to support multiple vendor sets in the event the User processes accounts payable for an entity with a separate taxpayer ID number.	FP
5	The User should be able to restrict, through system security, individual access to the purchase order system and to individual programs within the purchase order system.	FP
6	The system must allow the user to define recurring charge items such as monthly lease purchase payments, rent, etc.	FP
7	Vendor numbers and G/L account numbers should be validated by the system at the field level.	FP
8	Provide the ability to look up purchase orders for inquiry purposes by purchase order number, all purchase orders with a specific vendor, all purchase orders that encumber a specific general ledger account number, or all purchase orders. When multiple purchase orders are displayed, the user should have the ability to scroll through the purchase orders displayed and select the desired purchase order. The status of each purchase order should be displayed during the selection process.	FP
9	Purchase order data displayed during inquiry for open, closed, or voided PO's should include vendor name and number, total amount of purchase order, amount outstanding, ordered by, approved by, summary description of PO, shipping address code, date issued, estimated delivery date, free form text, invoice received, invoice date, due date, invoice description, goods ordered and received, and unit prices based on purchase order number.	FP
10	Provide for detailed analysis of open, closed, or voided POs.	FP



	<b>Purchasing Functional Requirements</b>	<b>Vendor Response</b>
11	Provide the ability to use consolidated groups for budget checking purposes during requisition input in the purchase order system. (i.e. group all accounts within a category or a department for budget control purposes in the purchase order system)	FP
12	Through appropriate system security, the User should be able to control those individuals able to access the purchase order system, including security protection at the menu item level. An option to provide security down to the line item level should be available for inquiry and requisition input purposes.	FP
13	Entry of a requisition into the system should establish a pre-encumbrance in the general ledger.	FP
14	The system must check for duplicate payments by comparing vendor/invoice combinations to those maintained in historical files.	FP
15	There should be a table containing authorized delivery addresses, with codes that may be selected via "drop-down" lists.	FP
16	Must have centralized vendor file, accessible by all purchasing/payable transactions, must be accessible by vendor number or name lookup.	FP
17	The system must provide on-line status listings of purchase orders as they are processed through the procurement/payment cycle.	FP
18	The system should provide the option for purchase order numbers to be assigned automatically by the system or be manually assigned by the user.	FP
19	Allow each PO to be distributed to any combination of up to 999 funds and accounts.	FP
20	Ability to bring forward the comments and internal notes from requisitions to purchase orders.	FP
21	The system should provide the ability to save requisition approval history for subsequent review when user posts requisitions.	FP
	<b>Requisition/Purchase Order Processing Features</b>	
22	The system should provide the option for requisition numbers to be assigned automatically by the system or be manually assigned by the user.	FP

	<b>Purchasing Functional Requirements</b>	<b>Vendor Response</b>
23	Validation of available budget against the appropriate budget year at the line item account level or by defined groups of accounts.	FP
24	The system should provide the ability to look up requisitions by the requisition number and provide the ability to display all requisitions tied to a specified vendor number or vendor name, with the ability to scroll through the requisitions displayed and select the desired requisition.	FP
25	Provide ability to track bids and quotes on a requisition and designate one of them as the awarded bid.	FP
26	The system should provide the ability to enter free form text during requisition input that may be printed on the purchase order.	FP
27	Ability to "duplicate" line item information during data entry to save time.	FP
28	Ability to allocate requisition line items to multiple General Ledger accounts and project codes.	FP
29	The system should provide the ability to capture multiple User Defined Data (UDD) fields with the following attributes:	FP
30	UDD fields can be formatted in various layouts such as checkboxes, date fields, numeric fields, drop-down lists and text fields.	FP
31	Additional customization features for UDD fields can be defined including character length, min & max values, initial & default values, as well as characteristics such as "unique" and "required".	FP
32	The system automatically searches for and notifies a user of other records in the system with identical UDDs, when the UDD field is setup with a "unique" value.	FP
33	When entering a requisition the system should allow the vendor to be selected by entering the vendor name, the vendor DBA name or the vendor number.	FP
34	The system should provide an option to create a new requisition as a copy of a prior requisition for expedited data entry of recurring purchases.	FP
35	Allow documentation to be attached to change orders for purchase orders.	FP

	<b>Purchasing Functional Requirements</b>	<b>Vendor Response</b>
36	The system should allow multiple purchase orders for a vendor to be invoiced together on a single invoice.	FP
37	Requisition data should include but not necessarily be limited to the following:	FP
38	Requisition number	FP
39	Vendor number	FP
40	Vendor name	FP
41	Status	FP
42	Department	FP
43	Requested by	FP
44	Approved by	FP
45	Summary description	FP
46	Ship to address code	FP
47	Date issued	FP
48	Estimated delivery date	FP
49	Free form text to be printed on PO	FP
50	General Ledger coding for each item	FP
51	Description for each item	FP
52	Commodity code for each item	FP
53	Number of units	FP
54	Price per unit	FP
55	Amount	FP
56	Ability to utilize commodity codes defined by the NIGP.	FP
57	Once a requisition has been processed, the above information should be displayed for each purchase order during the purchase order receiving process.	FP
58	The system must allow pre-encumbrances against multiple funds and accounts at the lowest organizational level on a single requisition.	FP
59	Before processing the requisition, the user should be able to access the requisition as many times as desired to make changes.	FP
60	Ability to assign lines of requisitions to multiple purchase orders and to different vendors.	FP
61	Attach documentation to requisition and purchase order.	FP
62	The system should allow mobile entry of requisitions via the web, if permitted by security.	FP

	<b>Purchasing Functional Requirements</b>	<b>Vendor Response</b>
63	Robust workflow for the approval of requisitions based on department, general ledger account, project account and/or commodity code.	FP
64	Upon entry of a requisition into the system, a pre-encumbrance should be created, which will be converted to an encumbrance upon issuance of a subsequent purchase order or deleted if the requisition is canceled. These pre-encumbrance entries are included in the calculation of "available" budget amounts.	FP
65	Once a requisition has been approved and updated, a purchase order is generated and the related amounts moved from a pre-encumbrance to an encumbrance. The original requisition is available for review from a lookup by number, vendor, department, etc. or from the related purchase order via drill down.	FP
66	Must provide for printing and reprinting of purchase orders.	FP
67	Electronically send (i.e. email) purchase orders to vendors in PDF format	FP
68	Support automatic imaging and archiving of purchase order in content management system.	FP
69	Allow inventory related purchases to be included in procurement cycle.	FP
<b>Workflow</b>		
70	Mobile Dashboard view for proactive data monitoring via charts and graphs as well as alerts where data needs attention. Search screens available for quick, easy access to specific detail when needed.	FP
71	Mobile dashboard should be role based to accommodate security controls at the site	FP
72	Ability to define approval levels, user account levels, inquiry/access/input restrictions at the system level. At any time during data entry, inquiry or maintenance, from the application, allow immediate access to vendor data and invoice history with optional add/edit functionality.	FP
73	Ability to route rejected requisitions with rejection comments back to the requestor for further review.	FP
74	When requisitions are entered and approved, purchase order is created without additional re-entry required.	FP

	<b>Purchasing Functional Requirements</b>	<b>Vendor Response</b>
75	Approving the requisition and creating the purchase order will clear the pre-encumbrance and establish an encumbrance in the general ledger.	FP
76	After the requisitions have been edited and accepted for processing, a report listing all requisitions should be available for supervisory review and approval. The approval process should flag any items that result in overbudget accounts.	FP
77	The system should allow mobile approvals of requisitions via the web, if permitted by security.	FP
78	Allow change orders for purchase orders that require separate security for internal controls.	FP
79	System proactively alerts user of aging Purchase Orders	FP
	<b>PO Receiving Features</b>	
80	Provide ability to account for variances between purchase orders and invoices received against purchase orders.	FP
81	Allow the user to specify both percentage and dollar limits for acceptable variance between unit cost ordered and actually received/invoiced.	FP
82	Provide for both full and partial liquidation of encumbrances and make provisions for properly accounting for items that have been back ordered or discontinued. Allow for "received-as-ordered" function to record invoices with no price or quantity variances.	FP
83	The receiving process must provide for entry of invoice numbers, invoice date, due date, bank account designation and invoice description.	FP
84	Option to automatically base the 1099 setting for vendor invoices on the setting in the vendor record with another option to override default 1099 setting for vendor invoices.	FP
85	Provides the option to record additional taxes owed such as use taxes on goods & services purchased out of state or sales tax not charged by the vendor.	FP
86	Accommodate multiple invoices for one purchase order.	FP
87	Receiving process allows the user to view the requisition approval history including applicable approval levels and related user ID, date and time.	FP

	<b>Purchasing Functional Requirements</b>	<b>Vendor Response</b>
88	There should be a means of voiding a purchase order and removing the encumbrances from the ledger.	FP
89	Ability to issue a credit against a previously completed purchase order to reopen the purchase order and reestablish the encumbrance.	FP
	<b>Reporting Capabilities</b>	
90	Requisition Summary Report: User defined parameters should include range of departments to print and range of requisition numbers. Should be available in either detail or summary format. Detailed format should include all pertinent information from requisition for proofing and authorization purposes. Purchase Order totals by General Ledger account number should be printed including fiscal year, account number, account name, purchase order amount, annual budget, budget available and amount over budget if applicable.	FP
91	Purchase Order Status Report: User defined parameters should include range of vendors, status, purchase order number range, department range. Should be available in both detail and summary formats. Summary report should print one line per purchase order and include purchase order number vendor number, vendor name, purchase order status, department number, date ordered, date items last received, dollar amount ordered, dollar amount received and amount outstanding. Totals should be printed for each status. Detail format should provide more detail on each purchase order.	FP
92	<b>Purchase Order Receipt Report:</b> Print vendor number and name, invoice number, receipt date, bank code, purchase order number, general ledger account number and name, item description, distribution amount, invoice amount, and totals by vendor.	FP

	<b>Purchasing Functional Requirements</b>	<b>Vendor Response</b>
93	GL Encumbrance Report: The report prints a listing of outstanding amounts by G/L account for purchase orders in the selection. Current encumbrance or encumbrance for a previous date can be printed in either a detailed or summary format. Data can be sorted by department. Filtering options include purchase order status, G/L account fund, vendor number range, G/L account number range, and issued date range.	FP
94	<b>Encumbrance Verification Report: The report lists discrepancies found between the encumbrance totals in the G/L Encumbrance file and purchase order totals. The system checks only those G/L accounts that are set up as expense accounts. For any errors found, the report includes the G/L account number and name, the purchase order amount, the total encumbered amount, and the variance between these amounts.</b>	FP
<b>System Interfaces</b>		
95	The Purchase Order system should interface with the following software modules:	FP
96	General Ledger	FP
97	Accounts Payable	FP
98	Budgeting	FP
99	Inventory	FP
100	Project Accounting	FP
	TOTALS	<b>0</b>

	Accounts Payable Functional Requirements	Vendor Response
	<b>General Features</b>	
1	The Accounts Payable system provide the following methods of operation:	
2	Ability to accommodate:	FP
3	Multiple bank accounts	FP
4	Designated disbursement fund	FP
5	Pooled cash account	FP
6	Support cash, accrual, modified accrual, or combinations thereof.	FP
7	Provide options for new vendor numbers to be set up manually or set up automatically by the system.	FP
8	Option to support multiple vendor sets in the event the user processes accounts payable for an entity with a separate taxpayer ID number.	FP
9	Vendor record must be able to accommodate multiple addresses.	FP
10	Ability to process credit memos.	FP
11	Provide a status code to allow placing a hold on all payments for an individual vendor.	FP
12	The system should provide the ability to capture multiple User Defined Data (UDD) fields with the following attributes:	FP
13	UDD fields can be formatted in various layouts such as checkboxes, date fields, numeric fields, drop-down lists and text fields.	FP
14	Additional customization features for UDD fields can be defined including character length, min & max values, initial & default values, as well as characteristics such as "unique" and "required".	FP
15	The system automatically searches for and notifies a user of other records in the system with identical UDDs, when the UDD field is setup with a "unique" value.	FP
16	Queries and reports can be run using UDD fields.	FP
17	At any time during data entry, inquiry, or maintenance, the system must allow immediate access to vendor data and invoice history.	FP
18	Electronically attach documents to the vendor, invoice, or payment.	FP
19	Provide an option to designate specific bank accounts for payment of each invoice.	FP
20	The system must internally generate all entries to keep all funds in balance if an item is expensed to multiple funds.	FP
21	Support W-9 tracking by providing a flag to prevent payments to a vendor if a W-9 has not been received from the vendor.	FP



	<b>Accounts Payable Functional Requirements</b>	<b>Vendor Response</b>
22	Provide function for automated process of voiding accounts payable checks. Provides option to automatically create reversing entries in the general ledger, and void the check in the bank reconciliation system.	FP
23	When voiding a check, the system will give the user the option to leave the invoice open for payment, or void the invoice automatically.	FP
24	The void check process must allow user input and have the option to use both original or current dates for the AP, Bank Rec and GL modules.	FP
25	The system must allow the user to set up recurring charges for repetitious items such as monthly lease purchase payments, rent, etc.	FP
26	Provide lookup capability by vendor number, vendor address, or vendor name, including search capabilities by Name.	FP
27	Vendor numbers and G/L account numbers must be validated by the system at the field level.	FP
28	The system must provide an option to print separate checks for a single vendor, when needed. The system default, however, must be to pay all invoices selected for payment, with one check.	FP
29	Ability to pay a vendor by electronic funds transfer and email the EFT payment notification to the vendor.	FP
30	When payments have been issued, and files are updated, the vendor file must automatically be updated for subsequent 1099 use.	FP
31	Support multiple types of 1099s. Support electronic filing of 1099s.	FP
32	Ability to edit 1099 form information prior to printing.	FP
33	Ability to pay an invoice out of current calendar year before printing 1099's from previous calendar year.	FP
34	Allow invoices to be flagged as 1099 items even after they are paid.	FP
35	Provide a process to merge the vendor master information and vendor history for duplicate vendors.	FP
	<b>Vendor Information</b>	
36	Vendor data must include but not necessarily be limited to:	FP
37	Vendor number	FP
38	Name	FP
39	Doing Business As Name	FP
40	Business address	FP
41	Remittance address	FP
42	Shipping address	FP

	<b>Accounts Payable Functional Requirements</b>	<b>Vendor Response</b>
43	Telephone number	FP
44	Fax number	FP
45	Email address	FP
46	Contact person	FP
47	Taxpayer ID number	FP
48	1099 Type Flag	FP
49	W-9 Received Flag	FP
50	Customer account number with the vendor	FP
51	Payment terms with the vendor	FP
52	Date of last activity with the vendor	FP
53	Vendor Status (Active, On Hold, or Inactive)	FP
54	User defined vendor class	FP
55	Current balance due for all outstanding items with the vendor	FP
56	Pending amount of payables not yet posted for the vendor with drill-down to detailed transactions	FP
57	Provide lookup capability by vendor number or vendor name with the ability to filter on vendor status. If a portion of the vendor name is entered, the system must display all vendors starting with the letters entered and provide scroll and point selection of the selected vendor.	FP
58	Must support creating a Positive Pay file to send to the bank for all checks processed in the system.	FP
59	Provide ability for mobile access to vendors and transaction history via the web if permitted by security.	FP
	<b>Invoice Processing Features</b>	
60	Ability to add/edit vendors from item input with system maintained security.	FP
61	Provide an option for the system to automatically assign a unique invoice number in circumstances when the operator has no invoice number.	FP
62	System must prevent duplicate invoice numbers for a vendor.	FP
63	Provide ability to distribute the invoice to general ledger accounts by percentage or by amounts.	FP
64	The system must be able to calculate default discount amounts, discount dates, and due dates on a vendor by vendor basis.	FP

	<b>Accounts Payable Functional Requirements</b>	<b>Vendor Response</b>
65	Provides the option to record additional taxes owed such as use taxes on goods & services purchased out of state or sales tax not charged by the vendor.	FP
66	Ability to utilize commodity codes defined by the NIGP.	FP
67	Validation of available budget against the appropriate budget year at the line item account level during invoice entry.	FP
68	Ability to import invoices from 3rd party system, such as purchase card processors.	FP
69	Must include option to record purchase from vendor information on an invoice in addition to the pay to vendor for purchase card tracking.	FP
70	Must offer ability to post changes to outstanding invoices with full audit trail of those changes.	FP
71	Must be able to select invoices for payment based upon manual selection or automatic selection using due dates, vendors, bank accounts, funds, invoice batches.	FP
72	The system must be capable of grouping all items for a particular vendor on a single check or print a separate check for each item on a vendor by vendor basis.	FP
73	The system should provide a checklist of suggested steps for reconciling, printing and filing Vendor 1099 forms, including the ability to enter notes. Checklist for prior Calendar Years should be accessible for historical reference.	FP
74	Allow documentation to be attached to change orders for invoices.	FP
75	When adding a new vendor, the system should display a warning if another vendor with the same name already exists to avoid possible duplication within the vendor file.	FP
76	When entering an invoice, the system should allow the vendor to be selected by entering the vendor name, the vendor DBA name or the vendor number.	FP
77	The system must be able to handle multiple payment methods including standard checks, handwritten (manual) checks, bank drafts and EFTs.	FP
78	Allow for electronically signing checks with password security.	FP
	<b>Workflow</b>	
79	The system should allow mobile approvals of invoices via the web, if permitted by security.	FP

	<b>Accounts Payable Functional Requirements</b>	<b>Vendor Response</b>
80	System proactively alerts user of invoices that are past due	FP
81	System proactively alerts user of vendors with contracts expiring	FP
82	System proactively alerts user of vendors missing W-9	FP
	<b>Invoice History</b>	
83	The system must provide invoice detail for historical reference. This detail must include:	FP
84	Vendor number	FP
85	Vendor name	FP
86	Invoice number	FP
87	Description	FP
88	Invoice date	FP
89	Post date	FP
90	Due date	FP
91	Discount date	FP
92	Adjustments and purchase orders number	FP
93	Commodity code for each item	FP
94	General ledger distribution	FP
95	Amount paid	FP
96	Discount taken	FP
97	Payment date	FP
98	Payment number and bank reconciliation status (outstanding or cleared)	FP
99	Provide ability for operator to lookup and display all checks issued to a vendor. The system must provide online display of all payments made to a vendor with the following capabilities:	FP
100	Drill-down capabilities on the check number to reconciliation details including general ledger cash account, payment date, payment type (check, EFT), check number, description, amount, reconciliation status (outstanding, posted, cleared), date cleared and statement date.	FP
101	Drill-down capabilities on the payment amount to see the detail of items paid including vendor name & number, item ID, item date, general ledger distribution, item description, item amount & payment amount.	FP

	<b>Accounts Payable Functional Requirements</b>	<b>Vendor Response</b>
<b>102</b>	All invoices, even when paid, must be available for on-line review for a user specified period of time.	<b>FP</b>
<b>103</b>	Provide an option to look at unpaid items or all items.	<b>FP</b>
<b>104</b>	Provide option to sort invoices during inquiry by payment date with the most recent invoice displayed first.	<b>FP</b>
	<b>Reporting Capabilities</b>	
<b>105</b>	The system must produce all registers and audit reports necessary to provide a complete audit trail.	<b>FP</b>
<b>106</b>	Vendor Report: Prints a listing of the vendors with the ability to choose a summary listing that includes name, class, address, and balance, or a more detailed format that also includes other vendor information such as phone number, tax ID number, template, payment terms, year-to-date purchases and discounts and user-defined fields. The report can be printed for a selected vendor class and as well as the ability to restrict the report to vendors with hold or levy flags.	<b>FP</b>
<b>107</b>	Vendor Listing: Prints a summary list of vendors. For each vendor included, the report shows the vendor number, vendor name, and vendor class, and either the vendor's mailing address or phone number. The report can be sorted by vendor number, vendor name, or vendor class. Vendors can be filtered by last activity date. The list can be printed for up to five selected vendor classes or for all vendor classes.	<b>FP</b>
<b>108</b>	Label Print: Ability to provide a vendor mail option that can be selected for a range of vendors, generating standard continuous mailing labels or file folder labels. Provide options to sort by vendor name or number and filter on a range of vendors, vendor status, vendor activity date and vendor class. Allows for various label sizes by indicating lines per label, columns per page and labels per column. Option to print vendor number, address and/or taxpayer ID number on the labels.	<b>FP</b>

	<p style="text-align: center;"><b>Accounts Payable Functional Requirements</b></p>	<p style="text-align: center;"><b>Vendor Response</b></p>
109	<p>Open Payable Report: User defined parameters must include range of payment dates, item dates and posting dates with the ability to filter on paid items, partially paid items and unpaid items as well as vendor number, vendor class, bank codes and vendor hold status. Report must print in vendor number order and print vendor number, vendor name, invoice number(s), open item dates, due dates, discount dates, date paid/check number, invoice description, gross amount owed, and balance. Available sort options should include vendor name, vendor number or fund. Other print options should include the ability to print in detail or summary and include the General Ledger distribution and/or check stub comments.</p>	FP
110	<p><b>Accounts Payable Check Register: User-defined parameters must include selection of vendors, bank codes, range of check numbers, dates and amounts with the ability to sort by check number or vendor. Report must print vendor number, invoice number, vendor name, check type (regular, manual, void, drafts), check date, discount, amount for each invoice, check number and check amount. Other report options should include the ability to include the general ledger distribution and limit the selection to unposted checks or manual checks. Report should include totals by type.</b></p>	FP
111	<p><b>Use Tax Report: Shows additional tax amounts by vendor. For each vendor included, the report shows vendor number &amp; name, item date, payment date, tax code, invoice number, GL accounts affected, gross taxable invoice amount and additional tax amount. The report includes totals by tax code and GL account. Report filters include payment date and item date ranges.</b></p>	FP
112	<p><b>Audit Report: Lists changes to the Accounts Payable files. Filter options include vendor set, vendor numbers, date, file, function and operator. For each record selected, the report lists the vendor number and name, the action taken on the record (Add, Change, or Delete), the date &amp; time of the action, and the user ID of the operator responsible for the action.</b></p>	FP
113	<p>End user reporting tools must be available to create queries and/or reports, using data from any of the fields within the Accounts Payable system. The interface must be ODBC compliant and have the capability to transfer data to third party applications Microsoft Excel, Access, etc.</p>	FP
	<p><b>System Interfaces</b></p>	

	<b>Accounts Payable Functional Requirements</b>	<b>Vendor Response</b>
<b>114</b>	The Accounts Payable system must interface with the following modules:	<b>FP</b>
<b>115</b>	General Ledger	<b>FP</b>
<b>116</b>	Purchasing	<b>FP</b>
<b>117</b>	Bank Reconciliation	<b>FP</b>
<b>118</b>	Project Accounting	<b>FP</b>
<b>119</b>	Budgeting	<b>FP</b>
<b>120</b>	Payroll	<b>FP</b>
<b>121</b>	Fixed Assets	<b>FP</b>
<b>122</b>	Inventory	<b>FP</b>
<b>123</b>	Work Orders	<b>FP</b>
	<b>TOTALS</b>	<b>0</b>

	<b>Bank Reconciliation Functional Requirements</b>	<b>Vendor Response</b>
	<b>General Features</b>	
<b>1</b>	The Bank Reconciliation System must provide the following methods of operation:	<b>FP</b>
<b>2</b>	Ability to use both automated and manual reconciliation features.	<b>FP</b>
<b>3</b>	Allow a single bank account to be shared across multiple funds, with each fund's portion tracked separately, but allowing the single bank account to be reconciled as one account.	<b>FP</b>
<b>4</b>	Ability to reconcile multiple bank accounts.	<b>FP</b>
<b>5</b>	The system tracks key information for each item including system origination, account number associated with the item's source, footprint details and change history.	<b>FP</b>
<b>6</b>	Other integrated systems with cash account transactions are automatically posted to the Bank Reconciliation system.	<b>FP</b>
<b>7</b>	The Bank Reconciliation System recognizes postings through the General Ledger for items such as bank charges, interest income, returned checks, etc.	<b>FP</b>
<b>8</b>	Adjustments can be processed for adding, editing or deleting transactions including service charges, interest and miscellaneous debits and credits. Adjustments are automatically updated in the General Ledger when the period is updated.	<b>FP</b>
<b>9</b>	The system allows the user to identify items for clearing during the current month's reconciliation in a range or individual item mode.	<b>FP</b>
<b>10</b>	Online display of individual item clearing provides dynamic grid controls that allow greater flexibility in sorting, viewing and grouping information.	<b>FP</b>
<b>11</b>	The system auto clears checks with a "void" status.	<b>FP</b>
<b>12</b>	Ability to automatically upload posting of cleared items from the entity's bank to the bank reconciliation system.	<b>FP</b>
<b>13</b>	Allow documentation to be attached to each reconciliation.	<b>FP</b>
<b>14</b>	Allow for notes to be entered and attached to adjustments for future reference.	<b>FP</b>
	<b>Reporting Capabilities</b>	



	<b>Bank Reconciliation Functional Requirements</b>	<b>Vendor Response</b>
15	The system produces monthly reconciliation statements detailing the bank balance at last statement, cleared checks, cleared deposits, cleared interest, service charges, and miscellaneous items.	FP
16	<b>Reconciliation Statement:</b> This report produces a new bank balance with a detail of outstanding items to prove the General Ledger cash account balance. It can be run by account and as of a specific date.	FP
17	Bank Reconciliation Register: This report lists items currently in the reconciliation system. The status and type of items to include on the register can be specified as well as the folio where the items originated. In addition, date and amount ranges within which included items must fall can be defined. Items can be grouped by their type and sorted by their cleared date. Details of subsystem deposits can also be included.	FP
<b>System Interfaces</b>		
18	The Bank Reconciliation system should interface with the following software modules:	FP
19	General Ledger	FP
20	Accounts Payable	FP
21	Payroll/Personnel	FP
22	Utility Billing	FP
23	Miscellaneous Accounts Receivable	FP
	TOTALS	0

	<b>Budgeting Functional Requirements</b>	<b>Vendor Response</b>
	<b>General Features</b>	
<b>1</b>	The Budgeting system must provide the following methods of operation:	<b>FP</b>
<b>2</b>	Budgeting system uses the primary chart of accounts.	<b>FP</b>
<b>3</b>	There must be system security available to control access to the budgeting tool, budget codes and account line items.	<b>FP</b>
<b>4</b>	Ability to prepare budget for multiple years concurrently.	<b>FP</b>
<b>5</b>	The system should provide the ability to include free form text notes at the line item and budget level.	<b>FP</b>
<b>6</b>	System must allow exporting budget data to MS Excel.	<b>FP</b>
<b>7</b>	The system must provide the ability to import budget data including budget adjustments and budget notes from MS Excel.	<b>FP</b>
<b>8</b>	The system should allow the user to create projection models with the ability to multiply selected portions of the current budget or other specified model budgets, by a user defined multiplier and automatically create new projected amounts.	<b>FP</b>
<b>9</b>	The system should allow projected amounts to become budget amounts.	<b>FP</b>
<b>10</b>	The budgeting tool should display selected budget data with dynamic grid controls, allowing greater flexibility in sorting, viewing and grouping information. Users should have the option to define and save screen configurations. Functionality should also include the ability to print the grid contents and export them to various formats.	<b>FP</b>
<b>11</b>	Ability to allow for per month budgeting (e.g. enter annual total budget line and system assists by spreading the annual amount, based on historical spread or straight-line). Monthly amounts can then be adjusted.	<b>FP</b>
<b>12</b>	Ability to limit changes within the un-adopted budget after a certain point in the budget process has been reached, and require appropriate user authorization to implement any changes.	<b>FP</b>
<b>13</b>	All changes to the final adopted budget must be input as amendments and maintained in a budget adjustment file. An audit trail should provide data for the budget adjustment date, description, adjustment amount and new budget. Any files in other subsystems or the primary financial system using budget data, should reflect these changes.	<b>FP</b>
<b>14</b>	Provide ability to alert users when an account is within a defined percentage of remaining budget.	<b>FP</b>

	<b>Budgeting Functional Requirements</b>	<b>Vendor Response</b>
15	Allow documentation to be attached to budget codes.	FP
16	Allow documentation to be attached to accounts line items within a budget code.	FP
17	Allow documentation to be attached to budget adjustments.	FP
18	The system should allow mobile approvals of budget adjustments via the web, if permitted by security.	FP
19	Provide ability for mobile access to view and enter account budget amounts via the web, if permitted by security.	FP
20	The system should allow mobile approvals of budget entry via the web, if permitted by security.	FP
<b>Reporting Capabilities</b>		
21	Budget work sheets and reports should be capable of including account number, account name, one or more previous year's budget amounts, one or more previous year's actual amounts, current year's actual YTD, and current fiscal year budget in addition to the proposed budget.	FP
22	Support ability to print notes on budget worksheets, budget proposals, or budget presentation reports at the user's discretion. These notes can also be viewed in the General Ledger in Account Management.	FP
23	The system should allow the user to utilize the working budgets with the current financial statement formats.	FP
<b>System Interfaces</b>		
24	The Budget system should interface with the following software modules:	FP
25	General Ledger	FP
26	Position Budgeting	FP
	TOTALS	0

	<b>Project Accounting Functional Requirements</b>	<b>Vendor Response</b>
	<b>General Features</b>	
1	The Project Accounting System must provide the following methods of operation:	FP
2	System will support multiple-year projects.	FP
3	Allow project activity to be posted automatically as expenses associated with the project are posted to the specified General Ledger accounts.	FP
4	When posting items to projects through the integrated systems, detail transaction is also posted to the Project Accounting files.	FP
5	System maintains the following general financial project information:	FP
6	Budgets	FP
7	Pre-encumbrances	FP
8	Encumbrances	FP
9	Expenditures	FP
10	Revenues	FP
11	Allow for the establishment of user-defined line item budgets for the project.	FP
12	Allow for budget adjustments to line item budgets for the project.	FP
13	Allow for the following project maintenance features and data elements:	FP
14	Project Code	FP
15	Project Name	FP
16	Project Type	FP
17	Priority Level	FP
18	Project Category	FP
19	Description	FP
20	Provide an option of assigning a Master Project group to each project. Reports can be run for groups of projects related to a specified Master Project.	FP
22	The project can be defined by designating the starting month/year and ending month/year of the project's expected life.	FP
21	If a project is funded by a grant, there is an option of entering the grant number. The grant terms and conditions can be documented.	FP
23	Ability to associate one or more funding sources to a project or sub-project.	FP
22	Ability to associate a contract with a project.	FP
24	Provide area for maintaining general information associated with a project.	FP

	<b>Project Accounting Functional Requirements</b>	<b>Vendor Response</b>
25	Provide an area for capturing special notes (detailed descriptions, funding, and reimbursement notes) as work on the project progresses.	FP
26	Validation of available budget against at the project or sub-project level during transaction data entry.	FP
27	Electronically attach documents to the projects or sub-projects.	FP
28	Ability to transfer costs between and across projects and tasks.	FP
29	The system should provide the ability to capture multiple User Defined Data (UDD) fields with the following attributes:	FP
30	UDD fields can be formatted in various layouts such as checkboxes, date fields, numeric fields, drop-down lists and text fields.	FP
31	Additional customization features for UDD fields can be defined including character length, min & max values, initial & default values, as well as characteristics such as "unique" and "required".	FP
32	The system automatically searches for and notifies a user of other records in the system with identical UDDs, when the UDD field is setup with a "unique" value.	FP
33	Queries and reports can be run using UDD fields.	FP
	<b>Reporting Features</b>	
34	Print and display the project name with the project code in any reports where a project summary is printed or on screens where a list of projects is displayed.	FP
35	Ability to report on budget vs. actual for the life of a project, and budget vs. actual year-to-date.	FP
36	Ability to report on funding source compared to project activity.	FP
	<b>System Interfaces</b>	
37	The Project Accounting system should interface with the following software modules:	FP
38	General Ledger	FP
39	Purchasing	FP
40	Accounts Payable	FP
41	Payroll	FP
42	Employee Self Service - Time & Attendance	FP
43	Inventory	FP
44	Work Orders	FP
#REF!	Miscellaneous Accounts Receivable	FP

	<b>Project Accounting Functional Requirements</b>	<b>Vendor Response</b>
TOTALS		0

	<b>Fixed Assets Functional Requirements</b>	<b>Vendor Response</b>
	<b>General Features</b>	
<b>1</b>	The Fixed Asset system must provide the following methods of operation:	<b>FP</b>
<b>2</b>	The system should have the ability to track assets for multiple funds, departments and locations. The system should be able to handle but not be limited to land, improvements, fixed and personal property.	<b>FP</b>
<b>3</b>	Ability to track non-depreciable assets in the fixed asset module.	<b>FP</b>
<b>4</b>	Ability to accommodate parent/child relationships between related assets, such as a master unit with one or more accessories.	<b>FP</b>
<b>5</b>	Ability to attach memos, documents, pictures, etc. to asset file.	<b>FP</b>
<b>6</b>	Ability to record miscellaneous asset acquisition types, e.g., donated, or confiscated.	<b>FP</b>
<b>7</b>	Ability to code fixed assets according to a classification scheme by item code (i.e., desks, cars, etc.) and class (e.g., land, buildings, equipment, etc.)	<b>FP</b>
<b>8</b>	The system should provide the ability to track identifying information for an asset such as the fund and department associated with the asset as well as the asset type (summary, normal, detail), asset class, asset location (primary & secondary), tag number, original serial number, manufacturer, model, asset photo, asset notes and insurance information. Insurance coverage details should include policy name, insurance company, policy expiration date, policy value, replacement value and insurance notes. An optional flag should also be available to designate an asset as infrastructure.	<b>FP</b>
<b>9</b>	The system must provide the ability to record how and when an asset was acquired, the original cost of the asset, the General Ledger asset control account and any detailed notes as well as the vendor from which the asset was purchased and any invoice or PO number associated with the purchase.	<b>FP</b>
<b>10</b>	The system should allow for tracking improvements made to assets including the effective improvement date, the cost of the improvement, length in months of the additional life of the asset due to the improvement and related notes associated with the improvement.	<b>FP</b>

	<b>Fixed Assets Functional Requirements</b>	<b>Vendor Response</b>
11	The system should allow for recording how and when an asset was disposed of, the amount of any proceeds and any cost related to the disposal as well as notes specific to the disposal.	FP
12	The system should accommodate partial disposal of assets with the ability to adjust the asset cost, accumulated depreciation and asset life as well as capture detailed notes for the partial disposal. Adjustments to accumulated depreciation should be clearly reflected on the asset record.	FP
13	The system should allow for assets to be flagged as depreciable and for specifying the depreciation method and General Ledger depreciation control accounts. The system should maintain the accumulated depreciation for the asset with the ability to drill-down to depreciation history and details of the depreciation calculation.	FP
14	The system should allow for tracking maintenance and repair information for an asset as well as scheduling next assessments and scheduled repairs. This should include warranty information and the details of any maintenance contract that covers the asset as well as the ability to record maintenance notes and drill down to view assessment and repair history.	FP
15	Provide the ability to split expense and accumulated depreciation amounts among up to twenty General Ledger accounts on a percentage or fixed amount basis.	FP
16	The system should provide the ability to capture multiple User Defined Data (UDD) fields with the following attributes:	FP
17	UDD fields can be formatted in various layouts such as checkboxes, date fields, numeric fields, drop-down lists and text fields.	FP
18	Additional customization features for UDD fields can be defined including character length, min & max values, initial & default values, as well as characteristics such as "unique" and "required".	FP
19	The system automatically searches for and notifies a user of other records in the system with identical UDDs, when the UDD field is setup with a "unique" value.	FP
20	Queries and reports can be run using UDD fields.	FP
21	Provide the ability to change the ID that identifies an existing asset, provided that the new ID is not already in use. The system will change the history to reflect the new ID.	FP



	<b>Fixed Assets Functional Requirements</b>	<b>Vendor Response</b>
22	The system should provide a copy function that allows the operator to create a new asset record based on the attributes of an existing asset record. Once created, any necessary changes to the attributes for the new asset record may be made.	FP
23	Provide the option to either manually enter a tag number for an asset or have the system generate the next available tag number. Provide the option to either allow or not allow duplicate tag numbers.	FP
24	Provide for a mobile device interface that supports the ability to selectively transfer asset data to a mobile device where users can verify locations and update asset information. The updates can then be transferred back to the asset records and saved in the asset file.	FP
25	Online display of history on the asset record provides dynamic grid controls that allow greater flexibility in sorting, viewing and grouping information. User-defined configurations can be saved and are specific to the operator. Functionality also includes the ability to print the grid contents and export them to Microsoft Excel, HTML or XML formats.	FP
26	The system should provide the ability to review and evaluate items that have been posted to asset G/L accounts in a preliminary asset file to determine if they should be set up in the Fixed Assets module. Operators should have the ability to create a new asset, enter an improvement for an existing asset, reclassify the item to another GL account or remove the item.	FP
27	The system should record the transfer, sale and full disposal of assets through an automated disposal process. This process should accommodate the transfer of assets from one fund to another, as well as, early and normal disposal of assets with automatic updates to the General Ledger.	FP
28	Ability to support barcoded asset tags and barcode readers for performing physical inventories.	FP
	<b>Depreciation Capabilities</b>	
29	Ability to run preliminary versions of the Depreciation calculation.	FP

	<b>Fixed Assets Functional Requirements</b>	<b>Vendor Response</b>
<b>30</b>	Provide a selection process for identifying assets to include in the depreciation calculation. Selection criteria should include a single or range of assets, funds/departments and asset class as well as the ability to limit selection to assets flagged as infrastructure. Once the selection process is run, the operator should have the ability to selectively exclude assets from the depreciation process.	<b>FP</b>
<b>31</b>	The system should accommodate the straight-line method of depreciation.	<b>FP</b>
<b>32</b>	Ability to manually override the system calculated depreciation for one or more assets. Depreciation transactions should be flagged in the asset's detailed history when the depreciation amount represents an override of the calculated amount.	<b>FP</b>
<b>33</b>	Ability to report only newly acquired assets during the reporting period.	<b>FP</b>
<b>34</b>	Ability to report only assets disposed of during the reporting period.	<b>FP</b>
<b>35</b>	A Depreciation Register should be provided to show depreciation information for assets selected in the depreciation process. Information should include asset ID and description, fund and department associated with the asset, asset class, acquisition date, expected life of the asset in months, depreciation method, original cost, salvage value, reserve amount, period depreciation, adjusted depreciation, accumulated depreciation, and the net value as well as departmental and fund totals for posting to the General Ledger System. A "Manual" notation should be reflected next to the period depreciation for amounts manually overridden. The register should also include a list of assets excluded from depreciation processing along with the reason for exclusion.	<b>FP</b>
<b>Reporting Capabilities</b>		
<b>36</b>	Asset Master Report-Including all data regarding the asset and current depreciation reserves. This report should be able to be printed in Department, Type of Asset or User-Assigned Tag No. sequence. Selection of assets to be included on the report should be available based on fund, department or type of asset. The ability to include or exclude new and disposed of assets should also be available.	<b>FP</b>

	<b>Fixed Assets Functional Requirements</b>	<b>Vendor Response</b>
<b>37</b>	Asset Listing Report-This report produces an asset listing including description, date acquired, location (primary and secondary), type, fund, department, serial number and tag number. The report can be generated for a range of ID numbers, a range of acquired dates. Other data selection criteria allow for the report to be run for a single fund, department and type or all funds, departments and types.	<b>FP</b>
<b>38</b>	Auditor Report-This report lists assets with information for auditors. Assets included on the report can be filtered by fund/department, class, asset ID, original cost, affected G/L accounts, asset type, and primary and secondary locations. For each asset that meets the selection criteria, the report includes the acquisition date, asset description, asset ID, total asset life, total asset cost, salvage value, prior year accumulated depreciation, current year depreciation, and the net value of the asset. General asset notes, acquisition notes, and disposal notes for each asset can be included on the report.	<b>FP</b>
<b>39</b>	Accounting Report-The Detail version of the report lists assets, the asset description, the acquisition date, beginning balance, additions and improvements, disposals, and net value of assets that meet your selection requirements. The Summary version of the report lists the account or department, beginning balance, additions and improvements, disposals, and net value for assets in each department or account.	<b>FP</b>
<b>System Interfaces</b>		
<b>40</b>	The Fixed Assets system should interface with the following software modules:	<b>FP</b>
<b>41</b>	General Ledger	<b>FP</b>
<b>42</b>	Accounts Payable	<b>FP</b>
<b>43</b>	Work Orders	<b>FP</b>
	<b>TOTALS</b>	<b>0</b>

	Miscellaneous Accounts Receivable Functional Requirements	Vendor Response	Vendor Comments
	<b>General Features</b>		
1	Flexible account structure.	FP	
2	Required Customer Information Data:	FP	
3	Customer Name and Address	FP	
4	Account Class Code	FP	
5	Provide the ability to pop up an account alert when opening the customer account, and also during payment entry.	FP	
6	System will accommodate account inquiry by:	FP	
7	Customer Name or portion of the name	FP	
8	Mailing Address or portion of the address	FP	
9	Site Address or portion of the address	FP	
10	Account Number	FP	
11	Specified user defined fields	FP	
12	System will accommodate invoice inquiry by:	FP	
13	Invoice number	FP	
14	Customer account number	FP	
15	Invoice description	FP	
16	Invoice date	FP	
17	Due date	FP	
18	Supports multiple unapplied credit revenue codes. Unapplied Credits are specified at a system level, and/or at a fee code level.	FP	
19	Provide the ability to penalize invoices for non payment.	FP	
20	Provide the ability to correct a posted payment with a single adjustment. The system will reverse the payment and receipt the payment to the correct account all within the same adjustment called a payment transfer.	FP	
21	Provide the ability to print statements for a selection of accounts or for a single account.	FP	
22	Provide the ability to reverse transactions through a reverse adjustment. This will reverse the original transaction exactly how it was originally applied.	FP	
23	Provide the ability for your citizen to view and pay their invoices online.	FP	
24	Provide the ability for your citizen to view their transaction details, including invoices and payments online.	FP	
25	Provide the ability to write off balances to collections.	FP	
26	Provide the ability to customize the collections extract created from the collections process.	FP	
27	Provide the ability to create and print on demand user defined custom forms. Form types include invoice, statement, penalty notice, collection notice, and account letters. This feature should provide the ability set up an unlimited number of form letters for selection. The user should have the ability to insert appropriate fields from the accounts receivable system in the form letters (i.e. address, name, account number, balance, etc.). Forms can be printed from a process, a selection of accounts, or a single account.	FP	
28	Provide the ability to view detailed account history transactions.	FP	
29	Provide the ability to view audit details at a transaction level that will include such items as date created, time, user, etc.	FP	
30	Ways to affect account/invoice balances through the adjustment process:	FP	

	Miscellaneous Accounts Receivable Functional Requirements	Vendor Response	Vendor Comments
31	Invoice adjustment	FP	
32	Credit memo	FP	
33	Provide the ability to attach documents throughout the system	FP	
	<b>Invoicing</b>		
34	Supports multiple fees on a single invoice.	FP	
35	Provide the ability to generate recurring invoices, and/or generate single miscellaneous invoices.	FP	
36	Required Data for recurring invoice generation:	FP	
37	Invoice date	FP	
38	Due date	FP	
39	Required Data for a miscellaneous invoice generation:	FP	
40	Customer account number	FP	
41	Invoice date	FP	
42	Due date	FP	
43	Invoice description	FP	
44	Invoice Item	FP	
45	Ability to import invoices from a 3rd party source.	FP	
	<b>Payment Processing</b>		
45	Required Data for Payment Processing:	FP	
46	Customer account number or invoice number	FP	
47	Payment amount	FP	
48	The system should provide automatic application of payments and should be based on oldest invoices first then by payment distribution defined on the revenue code.	FP	
49	Provide the ability to automatically apply outstanding unapplied credits during a payment.	FP	
50	Provide account inquiry capability from within an account adjustment or payment in order to view additional account details if needed.	FP	
51	Allow for mass application of unapplied credits for accounts that have an unapplied credit.	FP	
52	Provide the ability to reverse receipt transactions such as payments and refund checks.	FP	
53	Provide the ability to manually distribute a payment.	FP	
54	Provide an automatic payment option for customers such as bank drafts.	FP	
55	Provide the ability to create refund checks for a selection of accounts, or a single account.	FP	
56	Accept overpayment and partial payments.	FP	
	<b>Reporting Capabilities</b>		
57	Users should be able to save filtering and formatting settings specified for a particular report. Additionally, users should be able to flag a profile as the default for loading report settings.	FP	
58	Aging Report: Using customer defined intervals, the Aging Report provides an analysis of account balances based on aging categories. Selection can be specified to base transactions as of a specific date, which aging date range to include, a specific aging interval to include, by class, account status, and an option to exclude zero account balances. Print option of Detail or Summary.	FP	

	Miscellaneous Accounts Receivable Functional Requirements	Vendor Response	Vendor Comments
59	<b>General Ledger Account Aging Report:</b> Using customer defined intervals, the GL Account Aging Report provides an analysis of account balances based on aging categories by the Accounts Receivable General Ledger Account . Selection can be specified to base transactions as of a specific date, which aging date range to include, a specific aging interval to include, by class, account status, and an option to exclude zero account balances. Print option of Detail or Summary.	FP	
60	<b>General Ledger AR Balance Reconciliation Report:</b> Reconcile Accounts Receivable subsidiary ledgers to the General Ledger Accounts Receivable controlling accounts.	FP	
61	<b>Revenue Code Balance Report:</b> List of current revenue code distribution per account or in summary total by revenue code. Selection by Class, Account Status, Revenue Code and Credit Balances Only. Print option of Detail or Summary.	FP	
62	<b>Recurring Invoice Report:</b> A listing of all Recurring Invoices by Account. Report can be filtered by Recurring Cycle, Account Class, Account Status, Invoice Status, Fee code, or Invoice End Date. Print in Detail or Summary.	FP	
63	<b>Invoice History Report:</b> Listing of Invoice History. Selection by transaction date, due date, recurring cycle, account class and status. Options to print all or only invoices with balances. Order by name or account number.	FP	
64	<b>Monthly Transaction Report:</b> List of accounts with a specific Transaction Type. Filter by Account Class, Status, Date Range, Packet, Revenue code and Transaction Type. Print the Summary or Detail and Summary.	FP	
65	End user reporting tools must be available to create queries and/or reports, using data from any of the fields within the Accounts Receivable system.	FP	
	<b>System Interfaces</b>		
66	General Ledger	FP	
67	Bank Reconciliation	FP	
68	Accounts Payable	FP	
69	Project Accounting	FP	
	TOTALS	0	

	<b>Cashiering Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
	<b>General Features</b>		
1	The Cashiering system must provide the following methods of operation:	FP	
2	Can accept multiple types of payments.	FP	
3	Allow online payments with real-time integration with Cashiering and other integrated systems, such as, utility billing and accounts receivable.	FP	
4	Provide option to automatically add a credit card processing fee to credit card payments.	FP	
5	Option to use chip enabled credit card processing machines for over the counter credit card payments. EMV compliant.	FP	
6	Ability to accept payments from 3rd party sources, such as, kiosks.	FP	
7	System will allow cashiers to apply payments to more than one outstanding balance (invoice, account, etc.)	FP	
8	System will allow cashiers to collect partial payments.	FP	
9	System will allow cashiers to collect payment with multiple payment methods (cash, check, credit card, etc.) in a single receipt.	FP	
10	System will allow cashiers to collect payment for multiple accounts with a single payment method (cash, check, etc.) in a single receipt.	FP	
11	System will allow cashier to collect payment for multiple accounts with multiple payment methods (cash, check, etc.) in a single receipt.	FP	
12	System allows multiple cash register batches to be created and closed at any point in day.	FP	
13	Each operator can have multiple batches active in the system and the ability to update each separately.	FP	
14	Option to attach a receipt/validation printer, automated cash drawer, and bar code scanner.	FP	
15	Capability to endorse and validate checks.	FP	
16	Prompt the operator to have the receipt printer endorse the check.	FP	
17	Workstation can be utilized by more than one operator using operator codes.	FP	
18	Option to use a standard receipt with a receipt printer or a laser receipt.	FP	
19	Receipt should contain the time, date, operator code, amount paid, payment method, amount posted, change given and customer balance.	FP	
20	System should provide ability to print multiple receipts.	FP	
21	Option to use a journal tape.	FP	
22	System will provide an option to print the general ledger account on miscellaneous receipts.	FP	
23	System will provide capability to email a receipt. The email body can be customized at a system level.	FP	
24	Can define different security levels for Cashiering access, batch creation, batch approval, end of day close-out, voids and transaction types.	FP	
25	Security groups can be defined at a system level. Including, Clerk and Admin.	FP	
26	Transaction type and payment method (can accept cash, check, credit card, etc.) security can be defined at an operator level.	FP	

	<b>Cashiering Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
27	User defined payment methods with the ability to be grouped for bank reconciliation purposes. For example, grouping all AMEX payments together in one bank reconciliation entry for easier reconciling.	FP	
28	Each type of receipt carries a unique code that indicates the type of payment being posted. A look-up feature allows the operator to view the available codes authorized for their operator code.	FP	
29	Customizable user-define transaction codes.	FP	
30	Support an unlimited number of predefined general ledger accounts that may be debited/credited for miscellaneous receipts. With an option to apply a receipt across multiple general ledger accounts on a predefined percentage basis.	FP	
31	Option to inactivate operators but maintain historical transaction details.	FP	
32	Cash receipts for integrated systems such as Utility Billing, will show as pending immediately upon saving the payment.	FP	
33	When processing a customer's payment, the system should provide the ability to inquire on information such as transaction history, detailed data of current bill, etc. based upon security rights.	FP	
34	Provide account number validation for any integrated system such as the Utility , Accounts Receivable, Building Projects, etc., with look up of the respective account available once the transaction code for that system is selected.	FP	
35	When posting a payment, the amount due should default in the current account balance. This amount may be overridden if appropriate.	FP	
36	If a customer pays less than the current balance on an account, the system should distribute the payment based on a user-defined formula. The system should provide the ability to override this distribution. Users should also have the ability to designate how overpayments are applied.	FP	
37	Look-up accounts by multiple parameters, including account number, name, service address, mailing address or a portion of any listed, phone number, status, and other user defined information.	FP	
38	Operators should be notified if an account has a pending payment.	FP	
39	Dedicated mail payment processing for utility billing payments. Use a single transaction code for all payments. Ability to scan the bill barcode for account entry or do account lookup. Defaults in account balance. Only change if applicable. No receipt printing or validation.	FP	
40	Option to scan in bill stubs and checks in bulk using a check scanner and store those images for future use. Using RemitPlus mail payment entry can be even more efficient.	FP	
41	Ability for a Cashier to take payments for miscellaneous receipts not tied to an integrated system. Payment will post directly to a general ledger account.	FP	
42	Receipts cannot be modified or deleted. Receipts must be voided.	FP	
43	Single receipt inquiry from within the operator process allows viewing of receipt detail. Including transaction types, payments, and general ledger account numbers.	FP	
44	Ability to search for historical receipts based on multiple parameters. Including, receipt number, name, date, amount, transaction code, operator, terminal, payment method, check number, general ledger account, etc.	FP	



	<p style="text-align: center;"><b>Cashiering Functional Requirements</b></p>	<p style="text-align: center;"><b>Vendor Response</b></p>	<p style="text-align: center;"><b>Vendor Comments</b></p>
45	System will provide an option to print the product detail and product description on miscellaneous receipts.	FP	
46	Provide the ability to attach documents	FP	
	<b>Reporting</b>		
47	Journal Register: Provide a detailed receipt report for open batches to allow balancing by drawer. Provides the ability to reconcile for over/short. Summarize by terminal, operator, transaction, payment method, endorsement code, and includes a check listing for balancing purposes.	FP	
48	<b>End of Day Register:</b> System will provide a detailed end of day register to allow balancing by drawer and general ledger account. Also, provide the ability to reconcile for over/short.	FP	
49	All reports will be previewed through a Windows-format viewer with user-defined display parameters, layouts, formats, and printers available. This viewer should provide search, go to, and status bar functionality. Viewer should also provide report warehousing function through defined folder structure on server, with ability to retrieve and reprint any or all previously warehoused reports.	FP	
50	Users should be able to save filtering and formatting settings specified for a particular report with a profile name for retrieval when printing the report on a subsequent occasion. Additionally, users should be able to flag a profile as the default for loading report settings.	FP	
51	<b>Receipt Listing Report:</b> Provide a historical receipt report based on a receipt date range or transaction date range. Summarize by payment method, operator, and transaction code. Can run the report in detail or summary.	FP	
52	End user reporting tools must be available to create queries and/or reports, using data from any of the fields within the Cashiering system. The interface must be ODBC compliant and have the capability to transfer data to third party applications Microsoft Excel, Access, etc.	FP	

	Utility Billing Functional Requirements	Vendor Response	Vendor Comments
	<b>General Features</b>		
1	Support an unlimited number of billing cycles per month.	FP	
2	Flexible account structure.	FP	
3	Customizable account manager allows for each user to see information most relevant to them when viewing a customer account. Easily access additional account details, such as services, meters, drafts information, additional contacts, user defined data, deposits, average billing, etc., from this single customizable view.	FP	
4	Provide the ability to set shortcuts at an account level in order to provide easy access to details most commonly viewed.	FP	
5	Provide ability to define reading routes.	FP	
6	Provide capability to change reading routes.	FP	
7	Provide flexibility to support meters with up to 15 dials.	FP	
8	Provide the ability to bill for different types of services	FP	
9	Water	FP	
10	Other miscellaneous non-metered services	FP	
11	Support both accrual and cash accounting methods and interface to General Ledger module.	FP	
12	All dollar fields will hold up to \$9,999,999.99. They will also all be signed.	FP	
13	Provide for displaying and/or printing any customer account history upon request.	FP	
14	Provide an unlimited text field for notes to be added to a customer's account. Provide ability to add an unlimited number of notes. Notes should be stamped with time, date and user ID. All customer based notes should automatically transfer with the customer to a new service address.	FP	
15	The system should provide the ability to capture multiple User Defined Data fields with the following attributes:	FP	
16	Can be formatted in various layouts such as checkboxes, date, numeric, drop-down lists and text.	FP	
17	Can define character length, min & max values, initial and default values. Fields can also be defined as required so a value must be entered or unique so the value can not be duplicated.	FP	
18	The system notifies the user of other records in the system with identical values in the user defined field if it's set to unique.	FP	
19	Search, run data queries and report off of user defined fields.	FP	
20	Customizable customer classification codes (i.e., residential, commercial, etc.).	FP	
21	Provide ability to designate the landlord at a service address. System should display landlord or tenant at an account and contact level.	FP	
22	Provide audit details at a transaction level that will include such items as date created, time, user, etc.	FP	
23	Support both individual and entity type contacts.	FP	
24	System should notify user if a new contact is being added into the system with the same SSN as an existing contact.	FP	
25	Ability to turn off and turn on individual services resulting in automatic, user defined, pro-ration of services. Ability to automatically turn services off and back on at specified dates or vice-versa.	FP	
26	Ability to track information through system by contact and parcel. Provide ability to see all accounts (current and prior) at a given parcel. Conversely, be able to view multiple accounts associated with a single contact.	FP	
27	Accepts full and partial and pre-payments. Distributes partial payments received on a pro-rata basis of what is owed based on user defined formula able to accommodate different distribution rules for current and past due balances	FP	
28	End user reporting tools must be available to create queries and/or reports, using data from any of the fields within the Utility Billing system. The interface must be ODBC compliant and have the capability to transfer data to third party applications such as Microsoft Excel, Access, etc.	FP	
29	Provide the ability to calculate a projected bill ad hoc from Account screen	FP	
30	Displays meter and consumption information by geographic location (on a map)	FP	
31	Generate notifications to accounts based on selected area in a geographic location (selected on a map)	FP	
32	Ability to send text and phone notifications to citizens	FP	
	<b>Citizen Self Service</b>		

	<b>Utility Billing Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
33	Provide a citizen access portal for a citizen to log in online and view account details, make a payment, request account service actions, view bills, consumption history and transaction history.	FP	
34	Provide ability for citizens to pay online and have payments interface with centralized cashiering.	FP	
35	Provide the citizen with the ability to request to go paperless or opt in/out for notifications through phone or text.	FP	
36	Provide citizens the capability to view a prior bill online.	FP	
37	Provide the ability to show site specific messages through the online portal.	FP	
38	Provide citizens with the ability to complete a one time payment	FP	
39	Provide citizens with the ability to schedule future one time and reoccurring payments	FP	
40	Provide the ability for citizens to pay for donations online.	FP	
<b>Inquiry Capabilities</b>			
41	System will accommodate account inquiry by:	FP	
42	Customer name or portion of the name	FP	
43	Service address or portion of the address	FP	
44	Account number	FP	
45	Parcel number	FP	
46	Telephone number	FP	
47	Additional contact, such as, spouse or owner	FP	
48	Specified user defined fields	FP	
49	Flexibility to search system by meter, utility account, contact, parcel, service address, service orders, and account services. All search results are displayed in customizable grids with filter capabilities.	FP	
50	Provide account inquiry capability from within an account adjustment or payment in order to view additional account details if needed.	FP	
51	Provide ability to view detailed account history transactions. Including breakdown of each service and revenue distribution.	FP	
52	Provide ability to view bill transaction details at an account level. Detail includes amounts billed, service dates, consumption period, account status at the time of billing, and billing type.	FP	
53	Provide ability to view billing transaction details at a service level. Detail includes bill type, service type, rate, amounts billed, consumption totals, consumption period, service dates, number of days billed, and service status at the time of billing.	FP	
54	Display aging balances by revenue distribution.	FP	
55	Display consumption history for an unlimited number years by month (including both actual meter readings and computed consumption) with ability to filter on date range and consumption type. Average annual consumption for each meter should be displayed on consumption history screens. Any readings that were estimated should be automatically flagged by the system. This consumption history must be able to be displayed by occupant or consolidated together for a service address at the user's discretion.	FP	
56	Transaction and consumption history screens within Account Management should provide dynamic grid controls that allow greater flexibility in sorting, viewing and grouping historical information. User-defined configurations can be saved and are specific to the operator. Functionality also includes the ability to print the grid contents and export them to Microsoft Excel, HTML or XML formats.	FP	
57	Provide the ability to set user-defined credit rating parameters based the number of bills, penalties, cutoffs, and returned checks.	FP	
58	Ability to record information on devices other then meters on an account, such as backflow meters. The information included: device, serial number, make, type, size, date installed and last inspection date.	FP	
59	Ability to create and print on demand user defined customer form letters. This feature should provide the ability set up an unlimited number of form letters for selection (i.e. welcome, cut weeds, letter of credit, etc.). The user should have the ability to insert appropriate fields from the utility billing system in the form letters (i.e. address, name, account number, balance, etc.). Forms can be printed for a group of accounts or a single account.	FP	
<b>Service/Rate Tables</b>			
60	System should provide flexible rate structures that can be user-defined.	FP	
61	Provide ability to bill for multiple metered and non-metered services.	FP	

	Utility Billing Functional Requirements	Vendor Response	Vendor Comments
62	Provide ability to bill a service at two different rates during a billing period in order to accommodate rate changes that occur during that period. User specified effective date.	FP	
63	Ability to set the rate table to change the rate during specific months.	FP	
64	Provide ability to base charges for non-metered services	FP	
65	Ability to set tax exempt status at an account level and at a service level. For a service you can specify the tax exempt % if not equal to 100%.	FP	
66	Ability to bill sales tax with the option to split it amongst different agencies (i.e.: federal, state, city, county, water district, etc.), with an option to separate each of these tax entities as a separate item on the customer's utility bill.	FP	
67	Ability to establish refuse rates based on container size, number of containers, number of pickups, and other similar units.	FP	
68	Ability to vary rate structure to accommodate an unlimited number of rate tables for each service.	FP	
69	Ability to vary rate structure for different rate types for each service as applicable ordinances change. This includes the minimum consumption, billing rate breaks for consumption and dollars, tax rate, penalty amount, base charge, minimum charge and maximum charge.	FP	
70	Provide ability to bill for different rate types including:	FP	
71	Flat	FP	
72	Stepped tiers	FP	
73	Graduated tiers	FP	
74	Provide ability to track base charges and consumption charges separately.	FP	
75	Provide ability to bill contracts. Contracts are for specified amounts for a specified time period. Track contract billing history detail at a contract level so you can easily see the amount billed, amount remaining, and individual bill transactions.	FP	
76	Provide ability to bill electric demand.	FP	
77	Provide ability to use demand ratcheting. Provide flexible rate structures that let you determine how the demand ratchet is calculated.	FP	
78	Provide for consumption groups of services for billing. A single account with multiple meters can combine consumption for billing purposes. Dependent consumption groups can exclude certain metered services (i.e. 4 water meters at one service address with one sprinkler meter).	FP	
79	Provide an audit trail of rate changes.	FP	
80	Provide ability to adjust prior bills based off of the original rate.	FP	
81	Provide a tool for testing rates given different parameters to ensure proper setup before applying to accounts.	FP	
82	Provide ability to clone rates for quicker data entry when adding similar rates for a particular service. (Ex: refuse rates that may have a different charge based on container size)	FP	
83	Provide ability to specify general ledger accounts at a rate level.	FP	
	<b>Bill Printing</b>		
84	Provide ability to add a user defined bill comment to the bills.	FP	
85	Provide ability to print bills in-house, emails bills, or create a bill extract for 3rd party printing.	FP	
86	Provide option at a customer level to choose if the bill will be printed, emailed, or both. If using a 3rd party print vendor specify the bill preference in the bill extract file.	FP	
87	Provide bill extract for 3rd party printing in a standard XML format.	FP	
88	Provide option to specify the number of years of consumption history to include in the bill extract file. Up to a maximum of 5 years.	FP	
89	Provide ability to customize email message for bills. Message format should allow for HTML formatting.	FP	
90	Provide ability to produce "statement bills" for customers with multiple utility accounts. This statement should produce a detail billing for each utility account and a recap section for the totals.	FP	
91	Provide an option to designate estimated readings on the bill.	FP	
92	Ability to add intelligent mail barcodes to a customer's bill or statement. Option to use bar code scanners upon receipt of payment from customer.	FP	
93	Ability to print postnet bar codes on bills in order to receive maximum postage discount from post office.	FP	

	<b>Utility Billing Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
94	Provide for automatic payment option for customers such as bank draft and credit card drafts. Option to identify the bill due date as "Paid by Draft". The system generates a draft file in standard NACHA format.	FP	
95	Provide option to exclude zero dollar bills when printing.	FP	
96	Provide ability to print landlord bills separately.	FP	
97	Provide for address certification to maximize postage discount.	FP	
98	Ability to sort bills based on multiple criteria (account number, name, user defined field, zip, etc.)	FP	
<b>Penalties/Late Notices</b>			
99	Provide ability to customize past due and cutoff criteria at a billing cycle level.	FP	
100	Provide the ability to create separate past due and cutoff criteria for senior citizens at a billing cycle level.	FP	
101	Provide ability to split a cutoff packet for a billing cycle based on customer class, read group, user defined field, or credit history rating.	FP	
102	Provide the ability to exclude accounts setup for energy assistance from cutoff.	FP	
103	Provide the ability to set an exception on an account to always exclude them from cutoff and/or penalties.	FP	
104	Provide the ability to manually exclude accounts picked up for cutoff and/or penalty.	FP	
105	Provide the ability to customize penalty charges at a billing cycle level.	FP	
106	Provide the ability to add the penalty to the account as an adjustment or add it as a charge to the next bill.	FP	
107	Provide the ability to affect a customer's credit rating based on penalty and cutoff settings.	FP	
108	Provide the option to set a minimum and maximum penalty.	FP	
109	Provide the ability to set a minimum balance to penalize. If the customer's balance is below the minimum they will be excluded from penalty charges.	FP	
110	Provide the ability to offer a free penalty within a specified time period.	FP	
111	Provide the ability to post penalty and cutoff charges to separate general ledger accounts from the service.	FP	
112	Provide the ability to specify the services subject to penalty and cutoff. Also, be able to specify aging balance to penalize and cutoff against. For example, penalize the current balance but cutoff for the past due balance.	FP	
113	Provide the ability to set a minimum account balance for cutoff. If the customer's account balance falls below the minimum they will not be included in cutoff.	FP	
114	Provide the ability to add a cutoff charge to the customer's account as an account adjustment or as a charge to the next bill.	FP	
115	Provide the ability to automatically reinstate accounts that have been cutoff if they pay their balance below a specified amount.	FP	
116	Provide the ability to add a payment arrangement to a customer's account in order to avoid cutoff. Option to apply penalties to accounts with payment arrangements.	FP	
117	Provide the option to cutoff accounts outside of a normal cutoff cycle if they fail their payment arrangement.	FP	
118	Provide the ability to create a manual cutoff packet outside of a normal cutoff cycle. User should have the ability to add a single account or multiple accounts based on user defined criteria.	FP	
119	Provide the option to print cutoff service orders in bulk or individually.	FP	
120	Provide the ability to print multiple types of notices for penalties and cutoffs. (late notice, cutoff notice, door hanger, etc.)	FP	
121	Provide the ability to email notices for penalties and cutoffs. The option to print and/or email notices can be set at a customer level.	FP	
122	Provide the ability to certify notices.	FP	
123	Provide the ability to send a text message or place a phone call to a customer notifying them of their past due and/or cutoff status. Multiple notifications can be placed for a single past due/cutoff cycle. The type of notification (phone or text) can be specified on the customer's account.	FP	
124	Provide the ability to customize the text and phone messages used in past due notifications.	FP	
125	Provide the ability to specify the time period the system will use when sending out the text and phone messages in order to eliminate added stress to the server. For example, specify the number of calls to make within a 20 minute period.	FP	
126	Provide the ability to configure the system to first send a text or phone notifications and if the notification is unsuccessful then send a paper notice or email.	FP	

	<b>Utility Billing Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
127	Ability to produce delinquent bills for customers that have already received a final bill but continue to maintain an unpaid balance.	FP	
128	Provide the ability to produce a cutoff register with specified user criteria.	FP	
129	Provide the ability to reverse insufficient checks and add an insufficient check charge to the account. In addition, provide the ability to add an alert to an account that identifies the accounts as having returned checks. The alert should pop-up when making a payment or accessing account manager.	FP	
<b>Collections</b>			
130	Ability to select accounts for collection using user-defined criteria. Allow accounts to be manually added or excluded to the collection file.	FP	
131	Provide the ability to write uncollectable amounts off to a tax lien. The system should provide the ability to create an extract file to send to the county for the tax liens. The extract file should be customizable to meet the needs of the county.	FP	
132	Provide the ability to build an extract file to be sent to a 3rd party collection agency. The extract file should be customizable to meet the requirements of the collection agency.	FP	
133	Provide the option to track collection amounts separately on the customer's account. Also, provide the ability to move collection amounts to a different general ledger account number.	FP	
134	Provide the ability to produce a bad debt aging report.	FP	
<b>Service Order Interface</b>			
135	Service order system provides automated updates to the utility system upon completion of applicable service orders. Examples are turn-ons, turn-offs, rereads, meter change outs, transfers, etc.	FP	
136	Provide service order history at a service address level and at an account level. Service orders should provide drill-down functionality for details of actual service order.	FP	
137	Ability to automate billing of fees for service orders to utility accounts.	FP	
138	System should provide mobile service order functionality. Provide ability to view, edit and complete service orders in real time from a mobile device, such as an iPad.	FP	
139	Mobile service order functionality should display all outstanding service orders assigned to a group or user on a map and provide driving directions to each location from the user's current location.	FP	
140	Mobile service order functionality should allow speech to text capabilities.	FP	
141	Mobile service order functionality should provide a list of all outstanding service orders assigned to a group or user and provide pertinent details about each service order in the list. Additional service order details can be accessed by viewing the service order.	FP	
142	Mobile service order functionality should provide the ability to assign or reassign service orders in the field.	FP	
143	Mobile service order functionality should provide the ability to enter notes upon completion of the service order. Notes can also be entered and saved without completing in order to be viewed in office for further action.	FP	
144	Provide the ability to integrate the utility billing system with any 3rd party work order system through a service order API. Eliminate double entry and maintain data integrity and functionality of both systems.	FP	
<b>Meter Information</b>			
145	Provision for maintaining complete meter data at each location, including type service, meter serial number, size, type, make, note, multiplier, price, date purchased, date installed, last date repaired.	FP	
146	Maintain in shop meter inventory records by serial number.	FP	
147	Each service address should include a history of all meters that have been installed at the service address. This history should include the date a meter was removed, the meter serial number and last reading.	FP	
148	Actual reading and consumption for each meter will be determined by the number of dials to be read for that meter .	FP	
149	Store date and time of readings when captured through automated meter reading system.	FP	
150	Ability to change out (Swap) meters at any time. Where meters have been changed out, ability to show separate individual meter readings and consumption, and to show total consumption and billing amount on the same bill.	FP	
151	Ability to handle multiple meter changes for a single metered service within a single billing period.	FP	

	<b>Utility Billing Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
152	Provide a flexible meter reading system able to support manual and radio reads. Also, interface with AMI and AMR systems.	FP	
153	Support automated meter data syncs with a meter management system.	FP	
	<b>Transfers</b>		
154	Display previous account number in transfer accounts.	FP	
155	When a customer transfers to a new service address, the system should automatically transfer the customer's balance, deposits and any other occupant related information to the new account.	FP	
156	Occupant notes transferred from the previous account should be clearly distinguished from the existing notes on the destination account.	FP	
157	The customer master record should maintain the date of the transfer and the account transferred to or from.	FP	
	<b>Billing Features</b>		
158	The system should prorate bills for new accounts and finaled accounts based on user defined formulas. Prorate calculations should be service based.	FP	
159	Provide ability to calculate a single disconnect bill.	FP	
160	Provide the ability to process disconnect bills in a regular billing cycle and/or to process them outside of regular billing as often as desired.	FP	
161	Provide the ability to estimate meter readings.	FP	
162	Provide the ability to preview a bill from the account manager window.	FP	
163	Provide the ability to adjust a prior bill. The system should update the bill record and any associated reporting figures. System should support adjustments to the bill for adding or removing non-metered services, ending read changes, service quantity changes, etc.	FP	
164	If a meter change occurs during the billing period, the system should have the ability to support different consumption multipliers on each meter	FP	
165	Has the ability to automatically apply deposits to a final bill.	FP	
166	Provides the ability to return deposits early based on user defined criteria.	FP	
167	Provide the ability to estimate single readings or reading routes.	FP	
168	Estimated readings are flagged in consumption history to differentiate from actual readings.	FP	
169	Ability to change meter reading sequence without changing the customer account number.	FP	
170	Handle data transfer from multiple Automated Meter Reading systems. This data transfer is handled through a pre-defined system routine for upload/download from the AMR route management software. Utility system must record definitions and release information for hand-held software through intuitive user interface.	FP	
171	Provide the ability to set an abnormal consumption deviation.	FP	
172	Provide the ability to calculate an expected consumption for a service based on user defined settings, such as an average of prior period consumption amounts. Provide warnings if actual consumption is above or below the expected deviation threshold defined for the service.	FP	
173	Provide detailed warnings and errors for each billing cycle, such as missing readings, abnormal consumption, etc. Provide system support to help walk the user through fixing an error or warning from a single screen within the billing process.	FP	
174	Ability to bill by cycle and produce corresponding billing registers and journal entries.	FP	
175	Provide the ability to reprint a single bill or entire billing cycle.	FP	
176	Bank drafts and credit card drafts should automatically be generated from the billing process.	FP	
177	Ability to incorporate different installment bills on the utility bill. These items are identified separately. These items could include but are not limited to:	FP	
178	Water tap	FP	
179	Service fees	FP	
180	System should provide the ability to do budget or average billing. The average can be set as a rolling average to be recalculated at each billing or a flat amount to be calculated based on user settings or user defined intervals.	FP	
181	Where meters have been exchanged, show individual meter readings and consumption, a message that the meters were exchanged, and total consumption and amount on the bill.	FP	

	<b>Utility Billing Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
182	Ability to handle non utility services such as sales of merchandise, meter damage, billings for hydrant meters, and repairs.	FP	
183	Ability to place an account on hold, resulting in the account not being billed until taken off hold. Deposits should not be refunded.	FP	
184	Provide the ability to inactivate a service or suspend it from billing.	FP	
185	Provide the ability to notify citizens their bill is due via phone and text notifications. Allow citizens to pay from the phone and text notification.	FP	
186	Provide the ability to customize the text and phone messages used in billing notifications.	FP	
	<b>Payment Processing</b>		
187	Provides interface to cashiering supporting real-time, on-line cash receipts entry, with entry validation and individual cashier totals.	FP	
188	Provide the ability to accept donations.	FP	
189	Accept overpayments and partial payments.	FP	
190	If a customer pays less than the current balance on an account, the system should distribute the payment based on a user-defined formula. The system should provide the ability to override this distribution. Users should also have the ability to designate how overpayments are applied.	FP	
191	Provide the ability to enter a payment from the utility account search and account manager windows. Payment will utilize a cashiering batch from the integrated cashiering system.	FP	
192	Provide the ability to make a single account adjustment from within the account. Including miscellaneous adjustments, payment reversals, reverse refunds, etc.	FP	
193	Provide the ability to import utility payments from 3rd party sources, such as, kiosks.	FP	
194	Provide the ability through Interactive Voice Response (IVR) for citizens to access their Utility account information in real time and make a payment.	FP	
	<b>Contracts</b>		
195	Provide the ability to do installment billing.	FP	
196	System should stop billing for an installment once the contract amount has been satisfied.	FP	
197	If a customer with a contract transfers to another account, an occupant related contract should automatically transfer with the customer to the new account.	FP	
198	If a customer closes their account, any unbilled contract balance will automatically be applied to the final bill.	FP	
199	System will provide details including number of installments, installment amounts, billing dates, etc.	FP	
200	System will provide the ability to manage energy assistance based on user define criteria.	FP	
	<b>Deposits</b>		
201	The system must account for an unlimited number of security deposits per account.	FP	
202	Deposit information must include type deposit, date of deposit, amount, receipt number, check number, and refund date. Vendor's cash collection system should interface with deposit programs in utility billing system to capture deposit information including amount, receipt number, reference, etc..	FP	
203	Ability to automatically refund deposits based on good credit history. Acceptable credit history is user defined. Provide ability to either print refund checks or apply deposit against account for deposits refunded based on good credit history. Deposit refund criteria also includes customer class so that specific customers can be included or excluded from the refund process.	FP	
204	Ability to calculate interest on deposits. Interest will be added to the deposit amount.	FP	
205	Can automatically refund deposited funds plus accrued interest, if applicable, when the account is closed.	FP	
206	Ability to transfer deposit(s) from one active billing account to another, as when a customer moves and wants the old deposit to transfer to his new location.	FP	
207	Ability to handle installment billing for deposits. System will track and store billing for the installment payment, accumulated deposit received, and total deposit due. System will automatically stop billing for deposit when total amount due is received.	FP	
	System will provide the ability to split a deposit in order to return a portion or transfer it to another account.	FP	
208	Ability to assign and track cosigners (in lieu of deposits) for accounts.	FP	
209	Provision for letters of credit from other utility companies or other sources.	FP	
210	Ability to produce a Letter of Credit for the customer's use.	FP	



	<b>Utility Billing Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
	<b>Reporting Capabilities</b>		
211	All reports will be previewed through a Windows-format viewer with user-defined display parameters, layouts, formats, and printers available. This viewer should provide search, go to, and status bar functionality. Viewer should also provide report warehousing function through defined folder structure on server, with ability to retrieve and reprint any or all previously warehoused reports.	FP	
212	Users should be able to save filtering and formatting settings specified for a particular report with a profile name for retrieval when printing the report on a subsequent occasion. Additionally, users should be able to flag a profile as the default for loading report settings.	FP	
213	Provide the ability to export the results of report selections to other data formats through an Export Wizard. Options should include the ability to merge the data with Microsoft Word, Excel, Access and Map Point as well as the ability to have the data set exported directly to a XML or CSV formatted file.	FP	
214	Each report should include in the title the name of the report, date and time when printed, the date or dates covered by the data in the report, and page numbering.	FP	
	<i>Financial Reports:</i>	FP	
215	Account Balance Report: User defined parameters should include billing cycle, read group, customer class, account status, range of account balances (including aging categories to test) and range(s) of customer milestone dates (start date, last bill date & final bill date). Prints account number, name, service address, status, total balance, and balance for each service.	FP	
216	Aging Report: The Account Aging Report should provide an analysis of account balances based on aging categories. Accounts included on the report may be filtered by billing cycle or read group, by account status, by range of balances (including aging categories to test) and by range(s) of customer milestone dates (start date, last billing date, final date). For each account selected, the report should show the account number, customer name, balances in the aging categories, and the total outstanding balance. The report should also include a totals section with a summary of aging balances by revenue code. An option should be available to print a totals only version of this report.	FP	
217	Monthly Transaction Report: The Monthly Transaction Report summarizes and analyzes the transactions posted to customer accounts during the month specified. An option to print transaction details or only a summary analysis should be available as well as the ability to restrict the report to selected transaction types or for all transaction types. This report may be used to analyze amounts received in each revenue code and to balance totals with General Ledger reports for the month. Depending on the report options specified, the Monthly Transaction Report includes up to eight sections. These sections include Monthly Distribution, Revenue Code Totals by Class, by Type, by Book, by Zone, Total by Transaction Type, and Tax Recap.	FP	
218	Revenue Code Balance Report: The report lists each customer account with an outstanding balance in a specified revenue code. For each account included, the report shows the account number, customer name, address, and amount owed in the revenue code. The report also summarizes the total number of accounts with a balance in the revenue code and the total balance for the revenue code. This report is helpful in determining how much revenue of a particular type your city can expect to receive as well as the customers who comprise that revenue source. You can print the report for all customer accounts or for a particular billing cycle. You can specify the account statuses for which you want to include accounts on the report and you can run the report to show credit balances only.	FP	
219	General Ledger Reconciliation Report: The report helps you reconcile your utility account balances with your General Ledger account balances. The Account Balance Reconciliation section shows the utility account balances by revenue code and the General Ledger balances for the receivables accounts assigned to each revenue code. If all of your deposit codes are flagged to record as a liability, the Meter Deposit Reconciliation section matches up the G/L accounts and the deposit codes on the same line.	FP	

	<b>Utility Billing Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
220	Average Monthly Payment Plan (AMP) Report: This report lists information for all customers enrolled in your AMP plan. You can print the report for all zones or for a selected zone as well as specifying which account statuses to include on the report. For each AMP customer, the report lists the account number, the customer name, the account status, the amount of the customer's average bill, the account balance, the amount in reserve for the customer, the customer's actual account balance, and the date the customer last enrolled in the AMP plan. The report also includes a section that summarizes reserve balances (credit, debit, and total).	FP	
221	Arrangement Report: The report lists payment arrangements made by customers. You can select arrangements to include on the report by arrangement status (Active, Completed, Failed, Voided, Late). You can print the report for all zones or for a selected book, zone, or account.	FP	
222	<b>Contract Report:</b> The contract report lists all contracts and their current balances sorted by account.	FP	
223	<b>Energy Assistance Report:</b> The energy assistance report gives a listing of accounts receiving energy assistance and detailed information on each.	FP	
224	Account Transaction Report: The report shows transaction history for all accounts in your selection. You can print the report for one or more specified accounts or for a range of accounts. For each account included, the report shows the account number and name, service address, and current balance. For each transaction on an account, the report shows the posting date, transaction number, transaction date, transaction type, reference information, the balance forward, the transaction amount, and the balance with the transaction applied.	FP	
	<i>Account Reports:</i>	FP	
225	<b>Account Master Report:</b> The account master report gives detailed information for accounts in the system. Multiple selection criteria to choose from and the option to include consumption history and transaction history.	FP	
226	<b>New Customer Report:</b> User defined parameters should include account status and range of dates. Report should include account number, customer name, service address, status and date of service.	FP	
227	Account Status Listing: The report prints a list of accounts according to status. You can filter your selection by zone or book, and account status. For each account that matches your selection criteria, the report shows the account number, customer name, service address, account status and secondary status detail, and current balance.	FP	
228	<b>Avery Labels:</b> Ability to print labels given a set of user defined criteria.	FP	
	<i>Deposit Reports:</i>	FP	
229	Deposit Listing: This report helps you analyze the deposits in your system. You can print reports for current deposits, deposits as of a specific date, refunded deposits, deposits on hold, or unbilled deposits. You can print a report for a specific billing cycle. You can restrict a report to a single deposit code or you can include all deposit codes on a report. You can narrow the scope of a report by specifying a range of dates for which to include deposit information. You can select the customers to include on the report by account status and by customer class.	FP	
230	Deposit Exception Report: The report lists active or disconnected accounts that do not have a deposit established for one of your metered services. You can filter your selection by billing cycle, account status, service, and deposit code. You have the option to print customers' credit history on the report by credit rating or in detail format. For each account that matches your selection criteria, the report shows the account number, customer name, service address, and services on the account.	FP	
231	Deposit Interest Report: The report shows the amount of deposit interest applied to the accounts that meet the criteria you specify. You can filter the accounts on the report by billing cycle, deposit code, and a range of interest posted dates. You have the option to exclude refunds already returned to customers from the report.	FP	
	<i>Billing Reports:</i>	FP	

	<b>Utility Billing Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
232	<b>Monthly Billing Report:</b> The Monthly Billing Report summarizes billed charges for a billing cycle over a range of dates that you specify.	FP	
233	<b>Billing Register:</b> Detail of billing charges per account. The billing register is used to review a billing cycle before posting.	FP	
234	<b>Cutoff Register:</b> Detailed listing of accounts subject to cutoff within a cutoff process.	FP	
	<i>Consumption Reports:</i>	FP	
235	<b>Consumption Summary Report:</b> The report shows customer consumption for a selected metered service over a specified time period. You can customize the report to print for customers in a specific billing cycle and to include only customers from selected customer classes and to include only selected rate tables. The report consists of three summary sections which analyze consumption by service rate table, by customer class, and by year, and, if you choose, a detail section that shows consumption information for each account that matches your selection criteria.	FP	
236	<b>Billed Consumption Report:</b> The report recaps consumption for a range of billing periods you specify. You can print the report for a specific billing type. You can restrict the report to a specific service code or service category or print it for all metered and non-metered services. You can filter the report by customer class and comment code. You have the option to print service addresses on the report. The report consists of five sections: zones with bill calc dates, detail section, customer class totals, service code totals, and service category totals. You can print a totals only version of the report which suppresses the customer detail. The report also includes an option to build an extract file so that you can perform further data analysis as needed.	FP	
237	<b>Linked Meter Report:</b> The Linked Meter Report lists all master accounts in your system and the back-out or add-on services linked to them. For each master and linked service, the report shows the link type (master, back out, add on), account number, service address, service code, meter number, and meter group. The report indicates the total number of accounts linked to each master and the total number of master accounts.	FP	
	<i>Bad Debt Reports:</i>	FP	
238	<b>Collection Aging Report:</b> The collection aging report lists aging for balances marked as uncollectable.	FP	
239	<b>Collections Register:</b> The collections register lists accounts selected to be written off for collections. Balance details for each.	FP	
	<i>Meter Reports:</i>	FP	
240	<b>Meter Report:</b> Detailed listing of meters. Multiple selection criteria options.	FP	
241	<b>Meter Address Listing:</b> Listing of meters and the service address they are assigned to.	FP	
242	<b>Idle Service Report:</b> The report lists services with idle meters.	FP	
243	<b>Meter Reading Allocation Register:</b> Report lists the readings, consumption and reading exceptions by route and billing cycle.	FP	
244	<b>Alert Code Report:</b> The report shows the alert codes assigned to customer accounts. You can print the report for all alert codes or selected alert codes and you can opt to include accounts that do not have alert codes assigned to them. For each account included, the report shows the service address, the account number and customer name, the account status, and the alert code values.	FP	

	<b>Utility Billing Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
245	<b>Consecutive Estimated Read Report:</b> Reports lists accounts with estimated readings for consecutive reading periods.	FP	
<b>System Interfaces</b>			
246	General Ledger: The utility billing and collection system should fully integrate with the general ledger for posting billings, adjustments, and collections.	FP	
247	Accounts Payable: Provide the ability to designate the check numbers assigned for utility billing refund checks out of the Accounts Payable system. Refund checks are created and posted out of the utility billing system.	FP	
248	Automated Meter Reading: Provide for upload and download of data to a meter reading system.	FP	
249	Cashiering: Fully integrate with centralized cashiering for posting payments, deposits, etc. to utility billing system. Should provide immediate updates to the utility billing system of payments pending until posted at end of day.	FP	
250	Service Orders: Service order creation, completion and inquiry should be accessible from any screen in the utility billing system. Completed service orders related to the utility billing system should automatically update the utility billing system in a real-time, on-line process upon completion of the service order. A history of all service orders at a service address should be displayed in each utility account.	FP	
	TOTALS	0	

	<b>Service Orders Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
	<b>General Features</b>		
1	Provide for user defined job codes with defaults to preferred departments, staff, and priority level.	FP	
2	Provide automated wizard functionality in Utility Billing System to generate service orders to effect account status changes such as new connections, disconnects, transfers, and rereads.	FP	
3	Provide group codes representing the various departments which will be assigned to service orders via drop-down lists. Employees assigned to the service order are accessed via a drop-down list as well.	FP	
4	The system should automatically assign service order numbers.	FP	
5	Service order input requires the job type, job code, job date, utility account number, and the issued by if applicable.	FP	
6	Automatic look up of utility account numbers by customer name or service address must be provided in the service order input program for utility related service orders.	FP	
7	The system must allow printing of service orders on demand or from the service order search at the discretion of the operator.	FP	
8	Provide the ability to create a user defined custom service order form. The user should have the ability to insert appropriate fields from the utility billing system into the service order form (i.e. address, name, account number, job date, job code, job action, job notes, meter information, etc.).	FP	
9	Criteria for printing of service orders should include the range of service order numbers to be printed, job date range to be printed, selection of job codes, selection of service order status, selection of service orders within a specific department(s), and selection of service orders for specific employee(s).	FP	
10	Service orders can have multiple actions on the same service order. For example, a single service order could turn on the primary water meter, turn off the sprinkler meter, and perform a meter swap-out on the electric meter.	FP	
11	Service order job codes should automatically define the type of information requested on a service order.	FP	
12	Provide the capability to print up to 1000 characters in completion notes on a service order.	FP	
13	The system must provide the capability to reprint service orders on demand.	FP	
14	Provide the ability to create a miscellaneous type service order that does not update anything on the utility account.	FP	
15	Provide the ability to associate charges with completed service order that can automatically add a one time charge contract to a customer's utility billing account.	FP	
16	Provide the ability to associate fees with a completed service order that can automatically add a fee to a customer's utility billing account.	FP	

	<b>Service Orders Functional Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
17	Provide the ability to associate alerts with a completed service order that can automatically add an alert to a customer's utility billing account.	FP	
18	The system must include extensive inquiry capabilities which must include the ability to look-up the status of service orders by location, service order number, utility account number, job code, job date, staff code, group code, staff code, completion date, and status.	FP	
19	System should provide mobile service order functionality. Provide ability to view, edit and complete service orders in real time from a mobile device, such as an iPad.	FP	
20	Mobile service order functionality should display all outstanding service orders assigned to a group or user on a map and provide driving instructions to each location from the user's current location.	FP	
21	Mobile service order functionality should allow speech to text capabilities.	FP	
22	Mobile service order functionality should provide a list of all outstanding service orders assigned to a group or user and provide pertinent details about each service order in the list. Additional service order details can be accessed by viewing the service order.	FP	
23	Mobile service order functionality should provide the ability to assign or reassign service order in the field.	FP	
24	Mobile service order functionality should provide the ability to enter notes upon completion of the service order. Notes can also be entered and saved without completing in order to be viewed in office for further action.	FP	
<b>Reporting Capabilities</b>			
25	Users should be able to save filtering and formatting settings specified for a particular report. Additionally, users should be able to flag a profile as the default for loading report settings.	FP	
26	Service Order Status Report: Must provide the ability to select by a specific read group, job date range, job code, status, completion date range, issued by, and to include notes. The report includes the service order number, utility account number (if applicable), service address, job code, status, requested by, job date and completion date, if completed, job and completion notes.	FP	
27	Service Order Statistic Report: Must provide the ability to select by a specific job date range, job code, group, and staff. Must provide the ability to sort in service order number order, group, job code, or by staff. The report includes the service order number, utility account number (if applicable), service address, job code, status, requested by, job date and completion date, if completed.	FP	
<b>System Interfaces</b>			
28	Utility Billing System: Completed service orders with job codes related to utility billing should automatically update the Utility Billing System.	FP	

	<p style="text-align: center;"><b>Service Orders Functional Requirements</b></p>	<p style="text-align: center;"><b>Vendor Response</b></p>	<p style="text-align: center;"><b>Vendor Comments</b></p>
29	Automated Meter Reading System: The Service Order Management System should interface with the Automated Meter Reading System to capture orders created by meter readers in the field during the meter reading process.	FP	
30	Provide the ability to integrate the utility billing system with any 3rd party work order system through a service order API. Eliminate double entry and maintain data integrity and functionality of both systems.	FP	
TOTALS		0	

	<b>Payroll Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
	<b>General Features</b>		
1	The Payroll/Personnel System must provide the following methods of operation:	FP	
2	Ability to establish base payrolls and process time record data for exception pay employees on a weekly, bi-weekly, semi-monthly, or monthly basis or any user-defined combination thereof.	FP	
3	Ability to provide for complete security and restrictions to access with an option to further restrict access at the payroll and department levels, allowing department heads to access and view payroll information specific to their department only.	FP	
4	Ability to define multiple earnings types.	FP	
5	Ability to support employees in multiple job assignments.	FP	
6	Ability to support employees in multiple labor distributions. Support automatic distribution of pay and other benefits on a percentage basis.	FP	
7	Ability to produce an hourly or salaried payroll or a combination thereof.	FP	
8	Ability to produce a supplemental payroll.	FP	
9	Ability to produce a draw payroll and reduce regular pay period wages by the amount paid in the draw payroll.	FP	
10	Ability to automatically recover salary advances with a defined pay-back amount.	FP	
11	Ability for unlimited number of payroll sets in the event payrolls are processed for two or more entities with different taxpayer ID numbers.	FP	
12	Ability to provide automatic updates (as required) to Federal and State tax tables including withholding and dependent limits.	FP	
13	Ability to pay employees for multiple positions in one pay period.	FP	
14	Ability to create unlimited hourly/salary rates and expense distributions for each employee. For each regular pay rate, the user can define an unlimited number of overtime pay rates.	FP	
15	Ability to mass update pay amounts based on rate changes	FP	
16	Ability to associate start and stop dates for base earnings at the employee level to control when earnings are included in a payroll period. System should respect dates when auto-loading base pay records in the payroll process.	FP	
17	Ability to inactivate a base earning at the employee level. System should respect inactive status of pay when auto-loading base pay records in the payroll process.	FP	
18	Ability to define maximum limits on earnings based on: pay period, monthly, annual and lifetime.	FP	
19	Ability to calculate pay based on user defined pay schedule table(s) with both grades and steps represented in the table.	FP	
20	Ability to enter future pay schedule tables and automatically use them when the time comes.	FP	
21	Ability to schedule employees for future pay schedule changes (based on anniversary, etc.).	FP	
22	Ability to import pay schedule steps and grades from Excel	FP	
23	Ability to designate Federal Tax, State Tax, FICA Tax, and/or Medicare Tax withholding criteria on an employee by employee basis.	FP	
24	Ability to enter a flat amount, an additional amount, or an additional percent for Federal and State Tax withholding purposes, on an employee by employee basis.	FP	
25	Ability to print on the client's existing check stock or on standard checks recommended by the software vendor.	FP	
26	Ability to print on self mailer type of check stock	FP	
27	Ability to email direct deposit pay stubs.	FP	
28	Ability to enter hours worked, vacation, and sick time taken, along with General Ledger distribution.	FP	
29	Ability to edit and verify the labor distribution to the actual payroll.	FP	
30	Ability to automatically distribute an employee's base pay, overtime, leave pay, employer retirement contribution and other applicable information based on a predefined percentage to multiple funds/departments/line items within the General Ledger.	FP	
31	Ability to automatically generate unpaid items to be posted to the Accounts Payable system. These items should cover liabilities generated from the Payroll as well as employer contribution. These employer contributions may be in association with but not limited to deductions in which the employee participates.	FP	



	<b>Payroll Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
32	This Accounts Payable interface should include all General Ledger distributions, due dates and distribution coding.	FP	
33	Ability to identify and compare current payroll information with the last payroll performed to identify any user errors.	FP	
34	Ability to support direct deposit filing. Prepare an ACH file for transmission to a central repository bank for input into the Federal Reserve System for deposit into individual employee accounts.	FP	
35	Ability for each employee to designate an unlimited number of bank/savings accounts, etc. for direct deposit and indicate one account as the "primary" account. An option should be available during the payroll process to have all direct deposits go to employee accounts designated as primary. And, the system should allow for not printing a direct deposit stub, if an employee is receiving a check stub.	FP	
36	Ability to include the following on the employee's pay stub/direct deposit notification: all earnings and associated hours, taxes, deductions and associated YTD totals. Option to print leave balances.	FP	
37	Ability to provide an audit trail of on-line file maintenance to critical fields with operator ID, workstation ID, date/time, and old/new data. Track rate changes, date of change, old and new rate, and reason for change.	FP	
38	Ability for employee designated direct deposit accounts to be individually activated or inactivated.	FP	
39	Ability to provide multiple methods of calculating overtime pay, such as time-and-a-half, double-time, and premium pay. These calculations are user defined and maintained.	FP	
40	Ability for special pay allowances such as car used for personal use, customer owned lodging, and other use of customer property.	FP	
41	Ability to maintain prior year's detail and totals for a user specified period of time.	FP	
42	Ability to separate allowance from base pay.	FP	
43	Ability to correct or change time accounting up to the deadline for processing payroll.	FP	
44	Ability for automated check reconciliation	FP	
45	Ability to expense the payroll to multiple funds and internally generate all "due to" and "due from" entries to keep all funds in balance.	FP	
46	Ability to create both payroll and General Ledger distribution data from same input.	FP	
47	Ability to pay reimbursements directly to the employee on the paycheck and correctly account for the reimbursements for W2 reporting purposes.	FP	
48	Ability to calculate overtime pay with user defined parameters.	FP	
49	Ability to select tax treatment of earning categories for various tax calculations.	FP	
50	Ability for an extra withholding tax deduction in any amount at the option of the employee.	FP	
51	Ability to account for shift and overtime premium or exception pay on the employee's pay check.	FP	
52	Ability for time to be entered for an employee who works temporarily in a higher pay class or position.	FP	
53	Ability to adjust pay for "differential" hours worked at a different rate than the employee's normal rate.	FP	
54	Ability to accurately track Workers Compensation codes for each employee, including tracking employees that change positions resulting in different codes for various ranges of dates during the year.	FP	
55	Ability to identify unlimited deduction codes as exempt from state and federal employment tax calculations.	FP	
56	Ability to calculate payroll and print payroll checks and related reports.	FP	
57	Ability of the Payroll process to include updates to employee data, time reporting, adjustments, calculation of gross and net pay, accruals disbursements, registers, and other reports.	FP	
58	Ability to create manual checks at any time during the pay period for terminated employees, back pay, special allowances, and other reasons.	FP	
59	Ability to reverse and reissue check payments in one step.	FP	
60	Ability to create car allowance benefit pay, which will be used to automatically calculate the imputed income for each employee.	FP	
61	Ability to automatically calculate taxable term life insurance in each pay period to account for changes in employee age and insurance coverage.	FP	
62	Ability to capture multiple User Defined Data (UDD) fields with the following attributes:	FP	
63	UDD fields can be formatted in various layouts such as checkboxes, date fields, numeric fields, drop-down lists and text fields.	FP	

	<b>Payroll Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
64	Additional customization features for UDD fields can be defined including character length, min & max values, initial & default values, as well as characteristics such as "unique" and "required".	FP	
65	The system automatically searches for and notifies a user of other records in the system with identical UDDs, when the UDD field is setup with a "unique" value.	FP	
66	Ability to maintain the following general information for each employee:	FP	
67	Employee name and number	FP	
68	Address(es)	FP	
69	Social Security Number	FP	
70	Normal hours worked per day, pay period and annually	FP	
71	Pay cycle (weekly, bi-weekly, semi-monthly, monthly, etc.)	FP	
72	Title and primary department number	FP	
73	Date of birth	FP	
74	Date of last raise	FP	
75	Date hired	FP	
76	Date terminated and termination reason	FP	
77	Longevity calculation date	FP	
78	Full time / part time	FP	
79	Sex, Race and Ethnicity	FP	
80	EEO-4 Category	FP	
81	Telephone number(s)	FP	
82	Previous, current, and projected job grade and step and effective dates	FP	
83	I-9 Flag	FP	
84	Ability to design personnel-related forms with the system's reporting tools, incorporating data from the system, and allow exporting of report data to MS Word & Excel for further manipulation.	FP	
	<b>Benefits &amp; Deduction Features</b>		
85	Ability to support an unlimited number of benefits/deductions for items such as insurance, retirement, child support, etc.. These deductions should be able to set up as a flat amount or a percentage of gross or net disposable income or other user defined formula. Options should be provided to designate the tax treatment of the deduction code (after federal and state tax, before federal and state tax, before FICA, etc.) in order to accommodate various retirement plans and Section 125 type deductions.	FP	
86	Ability to assign up an unlimited number of benefits/deductions to each employee.	FP	
87	Ability to mass assign deductions and taxes to employees	FP	
88	Ability to designate if a benefit/deduction is global or employee specific for purposes on ongoing maintenance of deduction codes. A retirement plan deduction might be global (all employees pay the same percentage, the employer contributes the same percentage for all employees, meaning an increase or decrease would apply to all the employees with the deduction code), a child support code would be employee specific (changes could be made at the employee record level).	FP	
89	Ability to assign accounts payable vendors to each benefit/deduction with flexible parameters for definition of due dates. Payables resulting from a payroll process should automatically pass to the accounts payable system for processing.	FP	
90	Ability to combine invoices onto one vendor check with the appropriate information noted on the check stub	FP	
91	Ability to produce vendor payments in the form of a paper check, EFT, or bank draft	FP	
92	Ability to distribute the employer's share of benefits across multiple funds and departments in the same percentages that an employee's pay is distributed.	FP	
93	Ability to stop and start a deduction on an employee by employee basis. Year-to-date totals should be maintained.	FP	
94	Ability to provide global control of what deductions are included in each payroll process.	FP	
95	Ability to establish limits for deductions based on maximum deductions amounts defined for the pay period, month, year or lifetime. The deduction should stop when a specified limit for the employee is reached. Option to automatically re-establish the deduction for purposes of employee bond purchase plans, etc..	FP	
96	Ability to distribute deduction and benefit expenses to the Project Accounting module.	FP	

	<b>Payroll Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
97	Ability to calculate garnishments.	FP	
98	Ability to void or reverse vendor checks.	FP	
99	Ability to calculate deductions based on net pay	FP	
100	Ability to withhold IRS tax levies.	FP	
101	Ability to support employee and employer contributions made to a self-insured health plan.	FP	
102	Ability to setup predefined consolidation codes for purposes of grouping deduction codes for reporting purposes (i.e. one report consolidating information for several retirement plans, or all cafeteria plan deductions).	FP	
103	Ability to calculate and track employer paid benefits, including longevity.	FP	
104	Ability to calculate longevity on total years/months of service or on a 12-month fiscal period, as well as, user-defined longevity codes and parameters. Parameters should include at a minimum, how to prorate longevity for partial months or years of service and the association of a description, pay code, base group, pay cycle, and annual maximum amount for each longevity code.	FP	
105	Ability to handle deferred compensation.	FP	
106	Ability to generate deduction calculations automatically for:	FP	
107	First Pay period of the month	FP	
108	Second pay period of the month	FP	
109	Third pay period of the month (when applicable)	FP	
110	All pay periods	FP	
111	Current pay period only	FP	
112	Or any other user defined cycle	FP	
	<b>Leave Tracking Capabilities</b>		
113	Ability to accrue holiday, sick, vacation and comp time and unlimited user defined leave categories for each employee based on user defined tables with leave category, length of service, and/or job classification.	FP	
114	Ability to track each of these leave categories on an calendar year, fiscal year or employee anniversary basis.	FP	
115	Ability to print leave history in summary or detail format for one employee, all employees in a department, or for all employees.	FP	
116	Ability to post adjustments to an employee's leave balances. A history of any adjustments posted must be maintained for inquiry or reporting purposes.	FP	
117	Ability to limit accrual of leave time past maximum allowed.	FP	
118	Ability to accumulate compensatory time with limits set by various department rules.	FP	
119	Ability to provide a report at fiscal year end that prints the employer's liability for accrued benefits.	FP	
120	Ability to validate leave availability of leave at time of payroll input.	FP	
	<b>Payroll History Capabilities</b>		
121	Ability to provide unlimited online detailed history of all payroll checks with ability to provide dynamic grid controls that allow greater flexibility in sorting, viewing and grouping information based on posting date, check date, check number, gross pay, deductions, taxes, reimbursements, and net pay.	FP	
122	Ability to provide unlimited online detail history of leave activity including balance carried forward from previous year, current year accrual, current year taken, current year adjustments, and total hours available for each leave category. Option to display further detail for any leave type including all accruals and hours taken by date and check number.	FP	
123	Ability to print leave history in summary or detail format for one employee, all employees in a department, or for all employees.	FP	
	<b>State &amp; Federal Reporting Capabilities</b>		
124	Ability to prepare 941 Report for each quarter and optionally print the 941 forms with an overlay.	FP	
125	Ability to prepare W2's as required including capability to prepare an electronic file for uploading to the Social Security Administration and to State agencies. File format must meet federal requirements (ICESA).	FP	
126	Ability to maintain and report employee tax withholding data and generate W-2's at any time of the year.	FP	
127	Ability to run W-2's for prior year after payrolls for current calendar year have been posted.	FP	
128	Ability to print the W2 on blank, pre-printed, or sealable stock	FP	
129	Ability to create and print the W-3 Form associated with W-2 Form filings.	FP	
130	Ability to prepare 1095 forms as required including capability to prepare an electronic file for uploading to the IRS's AIR system. File format must meet federal requirements.	FP	

	<b>Payroll Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
131	Ability to create and print the 1094 Form associated with 1095 Form filings.	FP	
132	Ability to prepare 1099-R forms as required for retired personnel, including capability to prepare an electronic file for uploading to the IRS's FIRE system. File format must meet federal requirements.	FP	
133	Ability to create and print the 1096 Form associated with 1095 Form filings.	FP	
134	Ability to store and retrieve necessary data about employees, both current and former, to produce the EEO-4 Report.	FP	
135	Ability to support quarterly state unemployment information electronically.	FP	
136	Ability to produce quarterly reports at any time during the year or a previous year.	FP	
137	Ability to prepare retirement reports per pay period and/or monthly as required by the State agency.	FP	
138	Ability to support state retirement information electronically.	FP	
	<b>Reporting Capabilities</b>		
	<i>General Reports:</i>	FP	
139	Provide a payroll register to be used to proof payroll data prior to printing payroll checks. The report should be printed in employee number order, subtotaled by department and should include, but not necessarily be limited to, the following information for each employee:	FP	
140	Employee number	FP	
141	Employee name	FP	
142	Earnings in hours and amount for each applicable earnings type	FP	
143	Leave time in hours and amount for each applicable leave category	FP	
144	Benefits and reimbursements	FP	
145	Deduction information including both employee and associated employer contributions	FP	
146	Taxable wage totals, employee and employer contributions for federal withholding, state withholding, FICA and Medicare	FP	
147	This report should show totals for all departments, provide department recap totals, and detailed journal of transactions to be posted to the Accounts Payable system. General Ledger totals should also be provided showing all debits and credits that will be posted to the General Ledger. Errors and/or warnings regarding this report should be listed including page numbers on which errors and/or warnings appear.	FP	
148	Provide a list of checks/direct deposit notifications through a Check Register/Warrant.	FP	
149	Provide a report that validates money is available in the given accounts for a payroll process	FP	
150	Provide a report that meets the requirements for the State Employment Quarterly Report. The report can be printed any time after the final payroll of the quarter is closed.	FP	
151	Provide report(s) to assist in the preparation of monthly, quarterly, and year end reports as required for workers Compensation, insurance, and tax withholding.	FP	
152	Provide a deduction report that has the capability to produce a report of relevant deduction information for an unlimited number of selected codes over a user defined period of time.	FP	
153	Provide a deduction exception report that lists employees without a specified deduction code.	FP	
154	Provide an employee profile report including user defined parameters. This report should print a summary of all information in an employee's information in the master file.	FP	
155	Provide reporting capabilities for history of employee payments including user defined parameters. Report should provide options such as range of dates, sorting options, and employee/department selection. Option to print employee, quarterly, department, overall totals should be provided.	FP	
156	Provide a deduction history report including user defined parameters. Deduction reports should provide options such as range of dates, sorting options, and deduction code selection. Option to print employee and employer deduction information, department totals, general ledger detail.	FP	
157	Provide a leave liability report that shows the employer liability for unused leave time. Totals to include department and overall totals.	FP	
158	Provide an employee leave balance report including accumulated leave and leave taken so that beginning balance, taken, and current balance are reported. Listing should be for each employee in department/division sequence. Should provide both summary and detail reports. Detail report should allow selection to print history of one or more leave categories and list leave time earned, taken and any adjustments for each leave category selected.	FP	

	<b>Payroll Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
159	Provide a workers' compensation report that provides ability to produce a audit report for client's Worker's Compensation carrier.	FP	
160	Provide a pay rate report that shows the pay rate structure for each employee in the selection including the rate number(s), hourly and/or salary pay rate, overtime pay rate, and the distribution accounts used for regular and overtime pay. In addition, the report shows each employee's department number, pay type, rate class, annual salary, and the date (anniversary date or last raise date) used as the basis for inclusion on the report. An option to include distribution details for employees with split distributions or job class/pay step information for each employee should be available.	FP	
161	Provide a rate history report that shows the history of pay rate changes for the employees in the selection. For each employee included, the pay change records include the position ID and name, the department, the current position status, the effective date of the pay change, the old pay rate and the new pay rate.	FP	
162	Provide an employee listing that should include employee name/number, department, employee status and employment type, address, job title, social security number, pay schedules, annual wages, and hourly rate	FP	
163	Provide performance review reminder report. This report should include the next review date, for those reviews overdue and also include those due within the next user defined days.	FP	
164	Provide a GL/Project Account distribution report that This report should reflect employee hours and monies distributed to GL and Project Accounts.	FP	
<b>System Interfaces</b>			
165	The Payroll system should interface with the following software modules:	FP	
166	General Ledger	FP	
167	Accounts Payable	FP	
168	Project Accounting	FP	
169	Bank Reconciliation	FP	
170	Human Resources	FP	
171	Employee Self Service - Time & Attendance	FP	
	TOTALS	0	

	<b>Human Resources Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
	<b>General Features</b>		
1	The Human Resources System must provide the following methods of operation:	FP	
2	Ability to share a common Database with Payroll to eliminate the need for duplicate entry	FP	
3	Ability for easy navigation from one employee to another	FP	
4	Ability to perform mass cost of living adjustment raises through the Human Resource application should be available for sites that control pay through HR versus Payroll.	FP	
5	Ability to easily design personnel-related forms with the system's reporting tools, incorporating data from the system, and allow exporting of report data to MS Word & Excel	FP	
	<b>Workflow</b>		
6	Mobile Dashboard view for proactive data monitoring via charts and graphs as well as alerts where data needs attention. Search screens available for quick, easy access to specific detail when needed.	FP	
7	System proactively alerts user of upcoming employee birthdays and anniversaries	FP	
8	System proactively alerts user of employees not currently enrolled in ACA who are approaching the federal hours worked limit.	FP	
9	System proactively alerts user of employees approaching their sick leave balance.	FP	
10	System proactively alerts user of upcoming reviews due.	FP	
	<b>Employee Management Features</b>		
11	Ability to store and maintain pertinent personnel information including, but not limited to:	FP	
12	Name	FP	
13	Address(es)	FP	
14	Work location	FP	
15	Telephone number(s) and applicable extensions	FP	
16	Email address(es)	FP	
17	Date of birth	FP	
18	Race and Ethnicity	FP	
19	Gender	FP	
20	Hire date	FP	
21	Current employee status	FP	
22	Service date	FP	
23	Marital status	FP	
24	Employment type	FP	

	<b>Human Resources Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
25	Hours in a Day	FP	
26	Hours per pay period	FP	
27	Work Days in a Year	FP	
28	Bargaining unit	FP	
29	Rate class	FP	
30	EEO4 category	FP	
31	Ability to enter an unlimited number of additional contacts for each employee	FP	
32	Ability to enter withholding information	FP	
33	Ability to enter drivers license information	FP	
34	Ability to report out expiring driver's licenses on a monthly basis	FP	
35	Ability to enter dependent information (including any applicable ACA eligibility information)	FP	
36	Ability to track I-9 completion and information	FP	
37	Ability to attach employee photos to the employee record	FP	
38	Ability to track all position currently occupied or formerly occupied by each employee	FP	
39	Ability to track a start date for each position	FP	
40	Ability to maintain a complete history of position information	FP	
41	Ability to maintain a complete history of pay information	FP	
42	Ability to maintain history of compliance with physical testing requirements	FP	
43	Ability to track and ensure compliance with drug testing requirements	FP	
44	Ability to maintain history of equipment issued to each employee	FP	
45	Ability to track and ensure compliance with certification or other training required and completed for each employee	FP	
46	Ability to create user defined incident / discipline codes	FP	
47	Ability to monitor incidents / discipline activities associated with each employee	FP	
48	Ability to track the date, time, incident, resolution, and narrative associated with each Incident / resolution	FP	
49	Ability to track grievances brought against an employee	FP	
50	Ability to terminate an employee with one step (inactivates all appropriate information.	FP	
51	Ability to capture multiple User Defined Data (UDD) fields with the following attributes:	FP	
52	UDD fields can be formatted in various layouts such as checkboxes, date fields, numeric fields, drop-down lists and text fields.	FP	

	<b>Human Resources Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
53	Additional customization features for UDD fields can be defined including character length, min & max values, initial & default values, as well as characteristics such as "unique" and "required".	FP	
54	The system automatically searches for and notifies a user of other records in the system with identical UDDs, when the UDD field is setup with a "unique" value.	FP	
55	Ability to provide additional levels of security for users with access to the HR Employee Manager programs. User access is granted based on types of HR data such as personal, demographics, positions, benefits, payroll, leave, equipment, training, education, certifications, testing, discipline, grievances, reviews, history, workers compensation, etc.	FP	
56	Ability to provide additional security for access to employee social security numbers within the HR Employee Manager programs. Access to social security numbers can be controlled at the user level.	FP	
<b>Position Control Features</b>			
57	Ability to support position control functionality	FP	
58	Ability to provide easy navigation from one position to another	FP	
59	Ability to store and maintain pertinent positional information including, but not limited to:	FP	
60	Position Code	FP	
61	Position title	FP	
62	Position status	FP	
63	Position effective date	FP	
64	Position type	FP	
65	Pay type	FP	
66	Position group	FP	
67	Pay grade	FP	
68	Pay step	FP	
69	Department	FP	
70	Hours in a Day	FP	
71	Hours per pay period	FP	
72	Work Days in a Year	FP	
73	Ability for positions to be marked as inactive, proposed, or frozen	FP	
74	Ability to assign effective dates with each position	FP	
<b>Benefit Enrollment Features</b>			
75	Ability to set up and maintain benefit plans based on rules for a given plan	FP	



	<b>Human Resources Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
76	Ability to set up and maintain cafeteria plans based on rules for a given plan	FP	
77	Ability to assign plan codes to employees by position group, department or other grouping	FP	
78	Ability to produce reports for each employee to make their benefit selection(s).	FP	
79	Ability to enter employee selections efficiently	FP	
80	Ability for approvers to approve employee selections before updating employee benefit deductions.	FP	
81	Ability to process next year's election before the end of the current year.	FP	
82	Ability to create a register of employee elections for review purposes.	FP	
	<b>Applicant Tracking Features</b>		
83	The system should provide an interface to third party applicant tracking systems for creating employee records with hired applicants.	FP	
84	The applicant tracking system should allow for easy navigation from one applicant to another.	FP	
85	The applicant tracking system should provide online tools for tracking submission of applications for positions through the entire interview process, simplifying the process of matching qualifying applicants to vacant positions.	FP	
86	The applicant tracking system should provide the ability to fill vacancies through promotion and transfer of existing employees as well as through recruitment and selection of applicants.	FP	
87	The applicant tracking system should include an electronic personnel requisition process with requisition approval status tracking capabilities.	FP	
88	The applicant tracking system should offer file attachment capabilities to allow scanning of application and resume information into the system to be saved on the applicant's record.	FP	
89	The system must allow applicants to be identified by skill, abilities, experience and education.	FP	
90	A notification feature should be available to notify users of changes in the status of jobs, candidates, or interviews associated with the applicant tracking Process.	FP	
91	The applicant tracking system should provide the ability to define special hiring requirements such as background checks or special tests.	FP	

	<b>Human Resources Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
92	The applicant tracking system should allow for qualified applicants to be matched with vacant positions. Online views should be available to allow department heads to see all qualified applicants. The department head requesting the new position should be automatically notified of applicants that fit the eligibility requirements for the position.	FP	
93	The applicant tracking system should provide the ability to track which applicants are interviewed and the outcome of interviews.	FP	
	The applicant tracking system should allow for the storage of all pertinent applicant information including, but not limited to:	FP	
94	Name, address, email (primary & secondary), phone numbers (home, work, cell, fax, pager), preferred contact method, application details, employment term & pay range preferences, work history, education, certifications, competencies, references, job interests and user-defined fields.	FP	
95	Allow emails to be sent to applicants and candidates and hired employees directly from the applicant tracking system.	FP	
<b>Reporting Capabilities</b>			
	General Reports:	FP	
96	Provide master reports that include both employee & information criteria. Types of information available to include: All, Personal, Demographic, Withholding, Dependent, Contact, Position, Benefits, Pay, Direct Deposit details, Leave & Leave Tracking, Equipment, Training, Education, Certification, Testing, Discipline, Grievance, Review, Notes and Workers' Compensation. Social Security numbers should appear only when they have been enabled with proper security.	FP	
97	Provide equipment listing that reports out information about issued equipment. For each employee that meets your selection criteria, the report includes the employee's name, employee number, issued equipment, and issue and returned dates.	FP	
98	Provide a training report that lists information about employee training. For each employee that meets the selection criteria, the report includes the employee's name, employee number, training course, training provider, the employee's next scheduled training dates, and the training completion dates.	FP	

	<b>Human Resources Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
<b>99</b>	Provide an education report that lists information about the employee's education. For each employee that meets the selection criteria, the report includes the employee's name, employee number, education code, and education institution.	<b>FP</b>	
<b>100</b>	Provide a certification report that lists employees with the certifications that are selected. For each employee included, the report shows the employee number and name, the type of certification, the institution from which certification was received, and the completion and expiration dates for the certification.	<b>FP</b>	
<b>101</b>	Provide a testing report that lists information about the employees' tests. For each employee that meets the selection criteria, the report includes the employee name, employee number, the scheduled tests, the type of test scheduled, the last scheduled test date, the next scheduled test date, and the results of the test.	<b>FP</b>	
<b>102</b>	Provide a discipline report that lists employees disciplinary information. For each employee included, the report shows the employee's ID, name, and department and the type of incident, incident date, action taken, and person taking the disciplinary action for each disciplinary incident.	<b>FP</b>	
<b>103</b>	Provide a grievance report that lists information about submitted grievances. For each employee that meets the selection criteria, the report includes the employee's name, employee number, grievances, grievance open dates, grievance close dates, and the status of each grievance.	<b>FP</b>	
<b>104</b>	Provide a review report that lists employees and information about the employee's reviews. For each employee that meets the selection criteria, the report includes the employee's name, employee number, review codes, review statuses, next scheduled review date, and last completed review date.	<b>FP</b>	
<b>105</b>	Provide a report that lists information for employees' designated contacts. For each employee included, the report shows the employee number, employee name, and department. For each of an employee's contacts, the report shows the contact name, emergency contact indicator, relationship to the employee, phone numbers, and address.	<b>FP</b>	

	<b>Human Resources Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
106	Provide a report that lists dependent information for the employees selected. For each employee included, the report shows the employee's name and the dependent name, relationship to employee, birth date, age, address, phone numbers for each dependent, and ACA (Form 1095) eligibility information.	FP	
107	Provide an annual benefit statement that lists employees and their annual salary, deduction, and tax information (both employee and employer costs) are for a given time period.	FP	
108	Provide a report that summarizes employment statistics by job category for the fiscal year specified to assist with the completion of the EEO-4 report. An option is available to print a report that includes a detail listing of employment data in addition to the basic EEO-4 report. For each employee selected, the detail list includes the employee number and name, EEO job category, sex, race, pay rate, annual pay, hire date, termination date, employment status, and employment type.	FP	
109	Provide a workers' compensation report that provides ability to produce a audit report for client's Worker's Compensation carrier.	FP	
110	Provide a report that list employees by position for the positions and employees that match the selection criteria specified. For each employee included, the report should show the employee ID and name, employment type, employment status, employee position status, position status, start date in the position, job group, department, and division.	FP	
111	Other reports the system should contain, at a minimum, include an Anniversary Report and Birthday Report .	FP	
112	Applicant Tracking System Reports:	FP	
113	Provide a report that lists basic applicant skill data for all applicants selected, including education, certifications, competencies.	FP	
114	Provide a report that lists applicants including the applicant's ID, name, status, the date they applied, the source of the applicant, the term for which the applicant is applying, the work history, education history, competencies, user-data, job interests, and job candidates.	FP	

	<b>Human Resources Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
<b>115</b>	Provide a report that lists positions including the position number, title, group, status, term, the date by which the position needs to be filled, HR Manager, Supervisor, the job description, competency and other requirements.	<b>FP</b>	
	<b>System Interfaces</b>		
<b>116</b>	The Human Resources system should interface with the following software modules:	<b>FP</b>	
<b>117</b>	General Ledger	<b>FP</b>	
<b>118</b>	Payroll	<b>FP</b>	
<b>119</b>	Position Budgeting	<b>FP</b>	
	<b>TOTALS</b>	<b>0</b>	

	<b>Employee Self Service Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
	<b>ESS General Features</b>		
1	The Employee Self Service (ESS) system must be an integrated web application and provide the following optional methods of operation.	FP	
2	Ability to provide web-based employee self service features to include view announcements, web links, and organizational documents as defined by the client.	FP	
3	Ability at the employee level, to provide views for demographics, pay information (pay & position history, W-4 & W-2 information) and time off requests.	FP	
4	Ability for employee to view images of their check, direct deposit, and/or W-2 forms	FP	
5	Ability for employees to view balances of leave as well as the details of leave (days, reasons, etc.)	FP	
6	Ability for employees to submit change requests for types of personal information such as address/phone numbers, contacts, dependents, W-4 information, direct deposit information, etc. Change request authorizations can be controlled by levels defined on the request type (not allowed, with approval, direct approval with notification to payroll administrator).	FP	
7	Ability for employees to upload documents. Approval for document to become part of the employee's record required.	FP	
	<b>Time &amp; Attendance Features</b>		
8	The EES system offers an optional set of features for Time & Attendance tracking with integration to Personnel Management for payroll processing.	FP	
9	Ability for employees to submit time off requests which are automatically routed for approval via an electronic approval process.	FP	
10	Ability to perform leave checking controls based upon user-defined parameters establishes for different types of leave.	FP	
11	Ability to notify employees via e-mail of time off requests that have been approved and/or rejected.	FP	
12	Ability for employees to enter time based on the reporting calendar assigned to the employee (weekly, bi-weekly, monthly, etc.).	FP	
13	Ability for employees to enter their own time or an authorized user who is delegated to enter time for other employees can enter time.	FP	
14	Ability to automatically route submitted time entries to employees authorized to approve time. Approvers can enter reasons for rejection of time in the time sheet view and employees are notified through internal notification features or email of time rejections.	FP	

	<b>Employee Self Service Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
15	Ability to establish approval groups that can be ESS department-based or member-based. Approvers are granted security to approve time for employees belonging to the approval group. Multiple approvers can be assigned to an approval group. User-defined approval parameters for each assigned approver include events authorized to approve (time entry, leave request, change request) and an approval level (1, 2, 3, etc.) for each event.	FP	
16	Ability to establish delegate groups that can be ESS department-based or member-based. Delegates are granted security to enter time on behalf of employees belonging to the delegate group. Multiple delegates can be assigned to a delegate group.	FP	
17	Ability to designate a time entry format for the employee (hours & minutes or decimal hours).	FP	
18	Ability for employees to be defined as exempt from FLSA overtime rules.	FP	
19	Ability for employees to be defined as reporting time on an exception basis only.	FP	
20	Ability to establish user-defined activities so time can be entered by activity.	FP	
21	Ability to designate activity codes to require an employee to enter a description when the activity is recorded.	FP	
22	Ability to default time entry descriptions to be assigned to activity codes.	FP	
23	Allow an unlimited # of time templates to be created that will allow employees and/or delegates to begin entry with the typical time worked for the period.	FP	
24	Ability to limit which positions can be associated with which time activity.	FP	
25	Ability to define project entry parameters for activities. Project entry options on activity codes include: not allowed, optional, required. When a project is "optional" or "required" for an activity code, allow for the selection of valid project accounts for that activity code.	FP	
26	Ability to designate an activity code used most often by an employee as the default for that employee to have it load by default in Time & Attendance.	FP	
27	Ability to support automatic FLSA based overtime calculations according to user-specified overtime periods assigned at the employee level and support any # of days in the overtime period.	FP	
28	Ability for employees to view their time a week-at-a-glance and all time-keeping responsibilities from this screen.	FP	
29	Ability to provide a group approval screen that allows approvers to easily identify the status of time for each employee, review in summary the time submitted, and approve the group as a whole.	FP	

	<b>Employee Self Service Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
30	Ability for the payroll clerk to send reminder notifications or emails to those employees who are late submitting time as well as to approvers who have outstanding time to be approved.	FP	
31	Ability for the payroll clerk to send reminder notifications or emails to those employees who have not submitted any time for the current pay period.	FP	
32	Ability for user with appropriate permissions to change status (including deletion) of time transactions when appropriate.	FP	
<b>Reporting Capabilities</b>			
33	Provide a timesheet report that allows designated users to view time and activity information entered for a user defined date range. If the employee is a delegate, report should provide information for all employees the delegate is entering time for.	FP	
34	Provide a Time Approval report that allows those employees designated as approvers to print and review all time that has been approved and/or submitted to be approved.	FP	
35	Provide a history report that allows employees to print off a pay history for their own personal use and/or that can be submitted to financial institutions when required for loans, credit applications, etc.	FP	
36	Provide check images that allow employees to print off individual pay stubs that are attached to payment records within Employee Self Service.	FP	
<b>System Interfaces</b>			
	The ESS Time & Attendance system should interface with the following software modules:	FP	
37	Payroll	FP	
38	Human Resources	FP	
39	Project Accounting	FP	
	TOTALS	0	



	<b>Position Budgeting Function Requirements</b>	<b>Vendor Response</b>	<b>Vendor Comments</b>
	General Features		