City Council Meeting
07-13-26
Item 1.B.7.

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Renée Neermann, Financial Controller

Reviewed by: Christopher Smith, Assistant City Manager

Approved by: Joseph D. Irvin, City Manager

Date prepared: June 18,2026 Meeting date: July 13, 2026

Subject: Professional Services Agreement with Springbrook Holding Company, LLC

RECOMMENDED ACTION: Authorize the Mayor to execute a Professional Services Agreement with Springbrook Holding Company, LLC (Springbrook), for a cloud-based financial software subscription for a three-year term.

FISCAL IMPACT: Funding for this Agreement is included in the Proposed Budget for FY 2026-27 in Account No. 100-7054-6120-00 (Finance Division – Computer Software) and will be incorporated into future budget appropriations throughout the three-year term. Total compensation under the agreement shall not exceed $192,878.18 over the term of the agreement.

Year 1	$61,182.61
Year 2 - Annual increase not to exceed five percent (5%)	$64,241.74
Year 3 - Annual increase not to exceed five percent (5%)	$67,453.83
Total	$192,878.18

STRATEGIC PLAN IMPLEMENTATION: N/A.

DISCUSSION: Springbrook has served as a long-term provider of financial software to support the City's essential financial management functions including budgeting, accounting, financial reporting, payroll, accounts payable, accounts receivable, and other related business operations. Continued access to reliable financial software and associated professional services is necessary to maintain efficient operations, support

internal controls, ensure system functionality, and provide accurate and timely financial information.

The proposed Professional Services Agreement continues the City's long-standing relationship and will establish a new three-year term with Springbrook to provide ongoing cloud-based software services, including system maintenance, technical support, software updates, and related professional services necessary to support the City's financial operations. Maintaining these services will help ensure system reliability, operational continuity, and continued support for the City's financial management. A multi-year agreement will ensure consistent service and secure pricing.

Staff recommend authorizing the Mayor to enter into a three-year agreement with Springbrook for a total not-to-exceed amount of $192,878.18 for the software subscription.

ATTACHMENTS: Professional Services Agreement with Springbrook Holding Company, LLC

Order Form: Q-53345-1
Creation Date: 5/13/2026, 9:54 AM
Expires On: 7/31/2026

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

Ship To:
City of Malibu, CA
23825 Stuart Ranch Rd
Malibu, California 90265

Bill To:
City of Malibu, CA
City of Malibu, CA
23825 Stuart Ranch Rd
Malibu, California 90265
ap@malibucity.org

Account Manager	E-mail	Phone Number	Payment Terms
Samantha Rocheleau	samantha.rocheleau@sprbrk.com		Net 30

PRODUCT	QTY	NET PRICE
Project Management Subscription	1	USD 5,460.57
Human Resources Management Subscription	1	USD 1,994.13
Purchase Orders Subscription	1	USD 5,155.05
Finance Suite Subscription	1	USD 31,097.10
Payroll Subscription	1	USD 13,655.60
Employee Self Services Subscription	1	USD 3,820.16
	Total:	USD 61,182.61

Grand Total: USD 61,182.61
* excludes applicable sales tax

Order Details

Customer Name:	City of Malibu, CA
Customer Contact:	
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 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 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
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.

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):
The term of this Agreement shall commence on July 1, 2026. This Agreement replaces and supersedes any previously executed agreements for the products and services listed herein.

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	**City of Malibu, CA**
Signature:	Signature:
Name (Print):	Name (Print):
Title:	Title:
Date:	Date:

Approved as to form: