

RESOLUTION NO. 3240

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A THREE-PAGE ORDER  
FORM/AGREEMENT WITH SPRINGBROOK EXPRESS

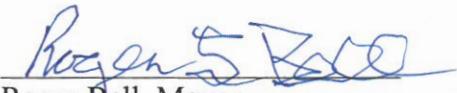
WHEREAS, the City previously transitioned to Springbrook Express software; and

WHEREAS, Springbrook has prepared a three-page Order Form/Agreement, that would establish the City's annual subscription rate of \$15,000.00 for 2026. And the terms of such Order Form/Agreement are acceptable to City staff; and

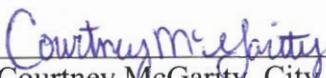
WHEREAS, the City Council finds that good cause exists.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the three-page Order Form/Agreement in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 9<sup>th</sup> day of September 2025.

  
Roger Bell, Mayor

ATTEST:

  
Courtney McGarity, City Clerk

APPROVED AS TO FORM:

  
Rob Case, City Attorney

**Order Form:** Q-43332-1  
**Creation Date:** 8/8/2025, 11:15 AM  
**Expires On:** 9/30/2025

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



**Ship To:**  
Kimberly Grimm  
City of Selah  
115 W Naches Ave.  
Selah, Washington 98942  
kimberly.grimm@selahwa.gov

**Bill To:**  
Accounts Payable Selah, WA  
City of Selah  
115 W Naches Ave.  
Selah, Washington 98942  
kimberly.grimm@selahwa.gov

Account Manager	E-mail	Phone Number	Payment Terms
Jason Laulainen	jason.laulainen@sprbrk.com	(509) 284-8344	Net 30

#### Managed Services

PRODUCT	DESCRIPTION	RATE	QTY	DISC (%)	Net Unit Price	NET PRICE
Support Plus	Support Plus	USD 15,000.00	1	0.000	USD 15,000.00	USD 15,000.00
<b>Managed Services Total:</b>						USD 15,000.00

#### Order Details

Customer Name: City of Selah

Customer Contact: Kimberly Grimm

Governing Agreement(s): This Order Form is governed by the applicable terms found at: Professional Services: <https://sprbrk.app.box.com/v/sprbrk-svcs-terms>

#### 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").

## 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.
Implementation Fixed Fee Professional Services:	Upon the Effective Date of this Order Form unless specified in Special Terms.
Hardware:	Upon the Effective Date of this Order Form and is non-refundable.

## 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.
- **Engagement Scope:** All Professional Services engagements will be conducted remotely unless otherwise stated in this order form.
- **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):  
For Services between 9/1/2025 - 8/31/2026. Billed Quarterly.

**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**

Signature: Jared Hale

Name (Print): Jared Hale

Title: Chief Financial Officer

Date: 9/10/2025

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

**City of Selah**

Signature: Roger L. Bell

Name (Print): Roger L. Bell

Title: Mayor

Date: 9/9/25