

RESOLUTION NO. 09-613

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH VISION MUNICIPAL SOFTWARE FOR THE
PURCHASE, INSTALLATION, CONFIGURATION AND
STAFF TRAINING OF FINANCIAL SOFTWARE

WHEREAS, the City of Black Diamond issued a Request for Proposals for financial software; and

WHEREAS, City staff evaluated the submitted proposals and selected two finalists, staff consulted with other jurisdictions using these programs and concluded that the proposal submitted by Vision Municipal Solutions would best meet the needs of the City; and

WHEREAS, funding for the software purchase, installation, configuration and staff training is available through the YarrowBay Funding Agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

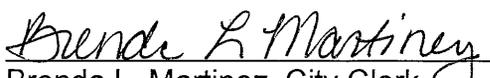
Section 1. The Mayor is hereby authorized to execute a contract with Vision Municipal Solutions for the purchase, installation, configuration and staff training of financial software as contained in the form hereto attached as Exhibit A.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 25TH DAY OF JUNE, 2009.

CITY OF BLACK DIAMOND:


Howard Botts, Mayor

Attest:


Brenda L. Martinez, City Clerk



Vision Municipal Solutions, LLC
 4001 S. Sunderland Drive
 Spokane Valley, WA 99206
 Phone (888) 934-3331 Fax (888) 23-6007
 Website: www.visionms.net Email: info@visionms.net

**Purchase Agreement for Vision Software and Professional Services for:
 The City of Black Diamond, WA**

This Purchase Agreement dated June 4, 2009 between the City of Black Diamond, located at 24301 Roberts Dr, Black Diamond, WA 98010 and Vision Municipal Solutions, LLC located at 4001 S. Sunderland Drive, Spokane Valley, WA. 99206 if signed, confirms the purchase of the following Vision Software and Professional Services:

<u>Software and Professional Services:</u>	<u>Cost</u>
Vision Financials	\$8,000.00
Vision Payroll	\$8,000.00
Vision Utilities (Includes AMR Interface for Vision Utilities)	\$9,500.00
Vision Cash Management (Does not include electronic cash drawer & laser printer)	\$6,000.00
Vision Reporting Services for Vision Software with User Defined Report Builder	<u>Included</u>
Sub Total Software	\$31,500.00
Electronic conversion of ASP Budget, Payroll, and Utility Billing data files	\$2,000.00
Total Software (Subject to sales tax)	\$33,500.00
Estimate Sales Tax at current rate of 8.6%	\$2,881.00
Software Installation & On-site training (Not subject to sales tax)	\$2,800.00
GRAND TOTAL	\$39,181.00

Contract Notes:

- Travel expenses will be billed after scheduled software is installed. (See Item 9 in the software agreement).
- Payment terms for purchase are 80% due on contract signing, 20% due at installation completion. (See Item 10 in the software agreement for payment schedule details. Sales tax is subject to change).
- Microsoft SQL Server 2005 Standard Edition is already installed at the City of Black Diamond.

Acceptance of Agreement:

Vision Municipal Solutions, LLC.

Brandon Frick
 Accepted By (Signature)
BRANDON FRICK
 Printed Name
OWNER- AGT
 Title:
6-22-09
 Date

City of Black Diamond, WA.

Howard Botts
 Accepted By (Signature)
HOWARD BOTTS
 Printed Name
MAYOR
 Title
6-25-09
 Date



Vision Municipal Solutions, LLC
4001 S. Sunderland Drive
Spokane Valley, WA 99206
Phone (888) 934-3331 Fax (888) 223-6007
Website: www.visionms.net Email: info@visionms.net

Software License Agreement between the City of Black Diamond and Vision Municipal Solutions, LLC

This Software License Agreement ("Agreement") is made effective on the date noted below by and between **Vision Municipal Solutions, LLC** "Developer" and **The City of Black Diamond, WA**. "Licensee".

"Developer" has developed and licenses to users its "Software" programs marketed and sold under the name "Vision Financials, Vision Payroll, Vision Utility Billing, Vision Cash Management, and Vision Reporting Services" "Software".

"Licensee" desires to utilize a copy of the "Software". NOW, THEREFORE, in consideration of the mutual promises set forth herein, "Developer" and "Licensee" agree as follows:

1. License:

"Developer" hereby grants to "Licensee" a perpetual, non-exclusive, non-transferable and irrevocable license to use the "Software" at the Black Diamond City Hall location set forth in this Agreement.

2. Restrictions:

"Licensee" shall not modify Source Code, duplicate, copy or reproduce, licensed "Software", or transfer or convey the "Software" or any right in the "Software" to anyone else without the prior written consent of "Developer"; except for that "Licensee" may make copies of the "Software" for backup or archival purposes.

3. License Fee:

In consideration for the grant of the license and the use of the "Software", "Licensee" agrees to pay "Developer" the sum of \$31,500.00 plus applicable sales tax.

4. Warranty:

A. "Developer" hereby represents and warrants to "Licensee" that "Developer" is the sole owner of the "Software" or otherwise has the right to grant to "Licensee" the rights to use the "Software" set forth in this Agreement

B. For a period of six months (180 days) following the delivery of the "Software" to "Licensee" (the "Warranty Period"), "Developer" warrants that the "Software" shall perform in all material respects according to the "Developer's" specifications concerning the "Software" when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, "Licensee's" sole remedy shall be that "Developer" shall correct the "Software" so that it operates according to the warranty. This warranty shall not apply to the "Software" if modified by anyone or if used improperly or on an operating environment not approved by "Developer".



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5. Annual Software Assurance Program Schedules:

A. During the Warranty Period, the existing software support agreement already signed and agreed upon for the current year will cover support for the existing and new "Software" for year 2009. "Developer" shall provide to "Licensee" any new, corrected or enhanced versions of the "Software" as created by "Developer". Such enhancement shall include all modifications to the "Software" which increase the speed, efficiency or ease of use of the "Software", or add additional capabilities or functionality to the "Software", but shall not include any customizations requested by "Licensee". Customizations will be quoted on a per-job basis at the rate of \$125.00 per hour.

B. After expiration of the Warranty Period, "Licensee" may continue to receive software maintenance and support under the "Software Assurance Program" provided by Vision Municipal Solutions, LLC. Beginning January 1, 2010, "Licensee" may continue annual support and maintenance for the current fee of \$4,500.00 billed annually (January 1st thru December 31st). The "Software Assurance Program" will include telephone support and product updates and enhancements to include any standard reports added to the system. Updates will be available by download from the Vision Municipal Solutions website, The "Licensee" will be required to have a high speed internet connection for Vision "Software" updates and allow Vision Municipal Solutions, LLC the rights to remote access for program updates and maintenance work when required.

6. Payment and acceptance:

Payment for "Software", Hardware, and Installation Services shall be made by "Licensee" after all items contracted for have been delivered as stated in the Purchase Agreement and "Licensee" has deemed all "Software", hardware, and services have been delivered and accepted.

7. Limitation of Liability:

"Developer" shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise. In no event shall "Developer's" liability hereunder exceed the amount of license fees paid by "Licensee" regardless of whether "Licensee's" claim is based on contract, strict liability or product liability.

8. Authority:

Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by the Agreement. The parties' acceptance is expressly limited to the terms hereof and no different or additional terms contained in any purchase order, confirmation or other writing shall have any force or effect unless expressly agreed to in writing by both parties.



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9. Travel Expenses:

Travel expenses will be billed for installation services performed at the Customer's site. Employees of Vision Municipal Solutions, LLC may use their personal vehicle. Mileage will be charged at the current published IRS reimbursement rate of \$.58 ½ cents per mile. In most installations, a rental car rate and actual gas charges will be billed for installation services, this can reduce travel expenses. Lodging will be charged if Vision Municipal Solutions, LLC personnel are required to stay overnight. Vision Municipal Solutions, LLC will only bill for actual travel expenses and will make best efforts to combine installations with other sites. Travel expenses can be shared between sites for travel if applicable.

10. Payment Terms (based on total software of \$33,500.00 and installation of \$2,800.00):

2009 Payment: 80% due upon contract acceptance, detailed as follows:

Software 80% of \$33,500.00	\$26,800.00
Sales Tax @ 8.6%	\$2,304.80
Installation and training (not subject to sales tax)	<u>\$2,800.00</u>
Grand Total for 2009	\$31,904.80

2010 Payment: 20% due upon completion of installation, detailed as follows:

Balance 20% of \$33,500.00	\$6,700.00
Estimate sales tax @8.6%	<u>\$576.20</u>
Grand Total for 2010	\$7,276.20

Estimated total travel, lodging, and meals for entire installation \$1,200.00 to \$1,500.00

Acceptance of Agreement:

Vision Municipal Solutions, LLC.

City of Black Diamond, WA

Brandon Frick
 Accepted By (Signature)
BRANDON FRICK
 Printed Name
OWNER - AGT
 Title:
6-17-09
 Date

 Accepted By (Signature)

 Printed Name

 Title

 Date

Software Bid Comparison		
Company	License, Software, Training	Annual Maintenance
Nextec	119,450	6,481
Springbrook	76,455	9,737
Tyler	86,325	12,346
Bias	42,254	4,781
Vision	36,300	4,500

Most bids do not include sales taxes. Base bids also do not consider optional items that need to be included or excluded.