

RESOLUTION NO. 18-1237

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BLACK DIAMOND, KING COUNTY, WASHINGTON
AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE
LICENSE AGREEMENT WITH VISION MUNICIPAL
SOLUTIONS FOR FINANCIAL REPORTING SOFTWARE**

WHEREAS, the City Finance Department requires certain financial software to function efficiently and to meet its reporting requirements for accounts receivable; and

WHEREAS, the City's existing receivables software from QuickBooks is failing and does not integrate with other City systems; and

WHEREAS, Vision Municipal Solutions, LLC, offers a "Vision Receivables" product that will integrate with the City's other software products and account numbers; and

WHEREAS, Finance staff has concluded that no other provider can supply receivables software that will integrate with the City's other software and account numbers; and

WHEREAS, the City has funds available in the 2018 City Budget to procure the required "Vision Receivables" software; and

WHEREAS, Vision Municipal Solutions, LLC, is willing to license the City to use its "Vision Receivables" software on favorable terms and conditions, as shown in Attachment A;

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 software license agreement between the City and Vision Municipal Solutions, LLC, in the form attached hereto as Exhibit A.

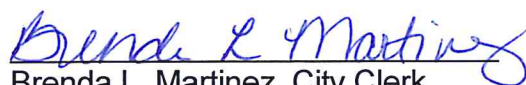
**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON,
AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF MARCH 2018.**

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk



Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845 Fax (888) 223-6007

Website: www.visionms.net Email: info@visionms.net

Vision Software and Professional Services for: The City of Black Diamond

Software:

Vision Receivables

Existing Client Discount

Total Software

Cost

\$1,800.00

-\$ 800.00

\$1,000.00

Software Assurance

\$150.00

Professional Services:

Configuration of Microsoft SQL Server

Training

Total Professional Services

Included

\$250.00

\$250.00

GRAND TOTAL \$1,250.00

Contract Notes:

1. Microsoft SQL Server 2012 Standard Edition or higher is required for Software. If the Licensee owns Microsoft SQL Server, this can be set up for Software. If Licensee needs to purchase Microsoft SQL Server 2016, the approximate cost is \$800 for the initial license and \$180 for each additional user.
2. Sale of Software is subject to the below described Software License Agreement.

Pricing Valid for 90 days



Vision Municipal Solutions, LLC
PO Box 28429
Spokane, WA 99228
Phone (509) 315-8845 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 by and between **Vision Municipal Solutions, LLC** ("Developer") and the City of Black Diamond ("Licensee").

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Receivables" and/or "Vision Reporting Services" (collectively, "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 City of Black Diamond, on the terms, and subject to the conditions, set forth herein.

2. Restrictions:

Licensee shall not modify Software source code, duplicate, copy, or reproduce Software, or transfer or convey Software, or any right in Software, to any third party without the express, prior written consent of Developer. Notwithstanding the foregoing, Licensee may make copies of Software for backup or archival purposes.

3. License Fee:

For and in consideration for the grant of the herein license and the use of Software, Licensee agrees to pay Developer the sum of \$1,000.00 plus any and all applicable sales or use 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 Software.

B. For a period of one year (365 days) following the installation of Software to Licensee, Developer warrants that Software shall perform in all material respects according to Developer's specifications. In the event of any breach or alleged breach of this warranty, Licensee's sole and exclusive remedy shall be that Developer shall correct Software so that it operates according to the warranty. This warranty shall not apply if (i) Software is in anyway modified by Licensee, (ii) if Software is used improperly, including, without limitation, improper data entry, (iii) Software is not used with appropriate computer equipment, or (iv) if Software is used on operating systems or environments not approved by Developer.



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5. Annual Software Assurance Program Schedules:

The Software Assurance Program includes telephone support, email support, and on-line programs provided by Developer and product updates and enhancements to include any standard reports added to the system. Licensee will be required to have a high speed internet connection for Software updates and allow Developer the right to remote access for program updates and maintenance work when required. As part of the Software Assurance Program, Developer shall provide to Licensee any new, corrected, or enhanced versions of Software as created by Developer. Such enhancements shall include, but shall not be limited to, all modifications to Software that increase the performance, efficiency, or ease of use of the Software, or add additional capabilities or functionality to the Software. "Enhancements" do not include any customizations to Software requested by Licensee, which shall be will be quoted on a per-job basis at Developer's then hourly rate (currently, \$125.00 per hour, but such rate is subject to change).

In the year of Software installation, the Software Assurance amount listed on page 1, will be pro-rated for the remainder of that year. After the year of Software installation, Developer shall bill Licensee on an annual basis, payable in advance, for the Software Assurance Program, at Developer's then current rates.

6. Payment and acceptance:

Payment for Software, hardware, and installation services shall be made by Licensee after all items contracted for have been delivered and Licensee has deemed all Software, hardware, and installation services delivered and accepted.

7. Time Payment Schedule:

Licensee has requested a payment plan for Software over a period of 3 years. Developer will bill Licensee in January of each year pursuant to such schedule, including then applicable sales and use tax. Licensee may at any time prepay without penalty or premium all amounts due under the payment plan.

If Licensee elects to terminate its agreement for software and services with Developer, all remaining amounts under the payment plan for Software, if any, are immediately due and payable, along with then applicable sales or use tax. The Software Assurance Program shall then immediately terminate and Developer shall not bill Licensee for any future years, nor shall Developer refund Licensee any amounts. Payment Plan does not include applicable taxes or options.

3 Year Payment Plan

Software Financed \$1,000
 $\$1,000 \div 3 \text{ years} = \333.33

Training \$250
SQL Configuration Included
(Billed upon completion of training)

Payment Schedule:

1st year \$584 + annual assurance
2nd year \$333 + annual assurance
3rd year \$333 + annual assurance



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8. 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.

9. Installation Travel Expenses billed to the customer:

Licensee shall reimburse Developer for any and all travel expenses associated with the installation of Software at Licensee's site. If Developer uses Developer's vehicles (or Developer's employees use personal vehicles) Licensee shall reimburse Developer for mileage at then applicable IRS rates. If Developer (or employees of Developer) use a rental car, Licensee shall reimburse Developer for the actual rental car rate and actual gas charged. Licensee shall reimburse Developer for any and all per diem charges at the then current state published rate. Licensee shall reimburse Developer if Developer's employees are required to stay overnight.

Acceptance of Agreement:

Vision Municipal Solutions, LLC.


Accepted By (Signature)

Craig Lodgard

Printed Name

Managing Member

Title:

02/13/2018

Date

City of Black Diamond


Accepted By (Signature)

Carol Benson

Printed Name

Mayor

Title

3/16/18

Date