

RESOLUTION NO. 14-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VADER, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE CONTRACT FOR INSTALLATION, TRAINING AND SOFTWARE ASSURANCE OF UTILITY BILLING SOFTWARE WITH VISION MUNICIPAL SOLUTIONS, LLC.

WHEREAS, the City of Vader (City) has ownership of a wastewater collection and treatment system which it maintains and operates as a service to Vader residents; and

WHEREAS, the City has authority to bill the users fees and charges to cover the costs of running the wastewater utility; and

WHEREAS, the City is in need of updating its billing system for this wastewater utility; and

WHEREAS, Vision Municipal Solutions is the current software provider for the City's wastewater billing system and the City's financial system; and

WHEREAS, this update is exempt from the competitive bidding laws as does not exceed the \$7,500 threshold; and

WHEREAS, Vision is also listed as an approved vendor on the City's vendor list for purchases up to \$15,000; and

WHEREAS, in addition to the installation of the software, the service by Vision will include updating Microsoft SQL Server 2017 Standard, employee training to use the system and ongoing software assurance through the last day of 2018; and

WHEREAS, the City now desires to contract with Vision Municipal Solutions, LLC as described in the Software License Agreement provided as Exhibit "A"; and

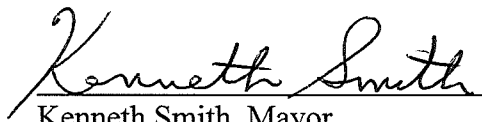
WHEREAS, the City Council finds it in the public interest to authorize the Mayor to execute the proposed Software License Agreement with Vision Municipal Solutions, LLC in substantially the form that is attached to this Resolution as Exhibit "A"; **NOW, THEREFORE,**

THE CITY COUNCIL OF THE CITY OF VADER, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

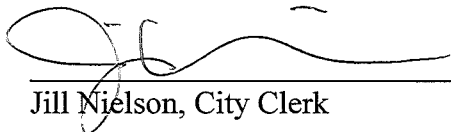
Section 1. Authority to Execute Contract. The Mayor is hereby authorized to execute the Software License Agreement with Vision Municipal Solutions, LLC in substantially the form attached to this Resolution as Exhibit "A".

RESOLVED this 27th day of September, 2018.

APPROVED:


Kenneth Smith, Mayor

ATTEST/AUTHENTICATED:


Jill Nielson, City Clerk

PASSED BY THE CITY COUNCIL: 9/27/18
RESOLUTION NO.: 14-2018

EXHIBIT “A”

Software License Agreement

WITH

Vision Municipal Solutions, LLC

Exhibit - A



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 Vader

Software:

Vision Utility Billing Version 2.0
Vision Discount for ASP customer
Vision Reporting Services
Total Software

Cost

\$6,000.00
-\$ 1,500.00
Included
\$4,500.00

Software Assurance

\$900.00

Included
\$900.00

Professional Services:

Conversion of ASP Utility Billing data files
Training
Total Professional Services

\$1,500.00
\$1,500.00
\$3,000.00

GRAND TOTAL \$7,500.00

Contract Notes:

1. Travel expenses will be billed after scheduled Software is installed.
2. Microsoft SQL Server 2012 Standard Edition or higher is required for Software.
3. The cost for data conversion is an estimate, actual cost will be determined after completing a review of Licensee's data. Actual costs will be agreed upon by Developer and Licensee before the conversion begins.
4. Sale of Software is subject to the below described Software License Agreement.



Vision Municipal Solutions, LLC
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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 Vader & Vision Municipal Solutions, LLC

This Software License Agreement ("Agreement") is made by and between **Vision Municipal Solutions, LLC** ("Developer") and The City of Vader ("Licensee").

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Utility Billing 2," "Vision AMR Interface" 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 Vader, 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 \$4,500.00.

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.



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:

N/A KOS 9/28/18

Licensee has requested a payment plan for Software over a period of years. Developer will bill Licensee in January of each year pursuant to such schedule. 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. 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.

2 Year Payment Plan	
Software Finaced	\$4,500
$\$4,500 \div 2 \text{ years} = \$2,250$	
Training	\$1500
Electronic conversions	\$1500
Config MS SQL	\$375
<i>(Billed upon completion of training)</i>	
Payment Schedule:	
1st year	\$5,625 + annual assurance
2nd year	\$2,250 + annual assurance

3 Year Payment Plan	
Software Finaced	\$4,500
$\$4,500 \div 3 \text{ years} = \$1,500$	
Training	\$1500
Electronic conversions	\$1500
Config MS SQL	\$375
<i>(Billed upon completion of training)</i>	
Payment Schedule:	
1st year	\$4,875 + annual assurance
2nd year	\$1,500 + annual assurance
3rd year	\$1,500 + annual assurance

5 Year Payment Plan	
Software Finaced	\$4,500
$\$4,500 \div 5 \text{ years} = \900	
Training	\$1500
Electronic conversions	\$1500
Config MS SQL	\$375
<i>(Billed upon completion of training)</i>	
Payment Schedule:	
1st year	\$4,275 + annual assurance
2nd year	\$900 + annual assurance
3rd year	\$900 + annual assurance
4th year	\$900 + annual assurance
5th year	\$900 + 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:

09/24/2018

Date

City of Vader

Accepted By (Signature)

Printed Name

Title

Date