

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

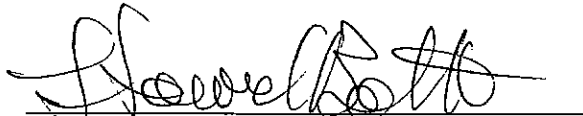
WHEREAS, funding for the software purchase, installation, configuration and staff training is available through the YarrowBay Funding Agreement;

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

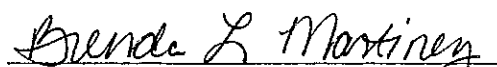
Section 1. The Mayor is hereby authorized to execute a contract with Vision Municipal Solutions for the purchase, installation, configuration and staff training of financial software as contained in the form hereto attached as Exhibit A.

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)2 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 Sotts
 Accepted By (Signature)
HOWARD SOTTS
 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".