

RESOLUTION NO. 302b

RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO SIGN A FOUR-PAGE COMBINED QUOTE AND AGREEMENT WITH VISION MUNICIPAL SOLUTIONS, LLC, TO ACQUIRE A PAYROLL SOFTWARE LICENSE; AND ALSO AUTHORIZING HIM/HER TO TERMINATE THE AGREEMENT IN THE FUTURE IF THE REALIZED BENEFITS DO NOT PROVE COST-EFFECTIVE

WHEREAS, City management desires to begin utilizing a new software suite to assist with compilation of employee timecards and issuance of payroll; and


WHEREAS, the City already uses certain software suites by Vision Municipal Solutions, LLC (Vision), and Vision has an available payroll software suite that will fit the City's needs; and

WHEREAS, a four-page combined quote and Agreement has been prepared, and its terms are acceptable to City staff including that section 7 enables the City to terminate the Agreement at the conclusion of any calendar year; and

WHEREAS, the annual software fee is contemplated to be \$6,600.00, and the fee for 2023 will be pro-rated to the amount of \$5,850.00; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the City Administrator is authorized to sign the four-page combined quote and Agreement in the form appended hereto, to thereby acquire a payroll software license at an initial annual price of \$6,600.00 (or lessor if that somehow proves possible); and, in addition, that the City Administrator is authorized to terminate the Agreement in the future, without further approval by the City Council, if he/she determines that the realized benefits of using the software are not cost-effective.

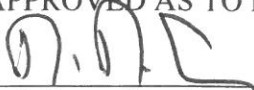
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of June, 2023.


Sherry Raymond, Mayor

ATTEST:


Dale Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney



VISION
A Tripleview Company

Vision Municipal Solutions, LLC

PO Box 28429

Spokane, WA 99228

Phone (509) 315-8845

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

Vision Software and Professional Services for:

City of Selah

Professional Services:

Remote & Implementation Training \$2,000.00

Total Professional Services \$2,000.00

TOTAL SERVICES \$2,000

Software Subscription:

	<u>Monthly Cost</u>	<u>Annual Cost</u>
Vision Payroll Portal (up to 100 users' rate of \$5.50 per user)	\$550.00	\$6,600
Total Software Subscription	\$550.00	\$6,600

***Total Due at Signing \$5,850**

*Year-1 prorated for 7months of service (\$3,850)

Due annually on Jan 1st each year for the current period \$6,600



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and Vision Municipal Solutions, LLC

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

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Financials," "Vision Payroll" 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 Selah, 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, 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 initial sum of \$3,850 for the prorated remaining term of 2023 followed by \$6,600 for each 12-month period thereafter plus 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.

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



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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 quoted on a per-job basis at Developer's then hourly rate (currently, \$125.00 per hour, but such rate is subject to change).

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:

If the Licensee would like to use a payment plan for Software, please select an option below. 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.

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 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 all per diem charges at the then current state published rate. Licensee shall reimburse Developer if Developer's employees are required to stay overnight.



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

Acceptance of Agreement:

Vision Municipal Solutions, LLC.

City of Selah

Accepted By (Signature)
Freddie Mercer

Printed Name
Director of Sales and Client Partnerships

Title:
5.8.23

Date

Sherry Raymond
Accepted by (Signature)
SHERRY RAYMOND

Printed Name
MAYOR

Title
JUNE 13, 2023

Date

ORIGINAL