

**Vision Municipal Solutions, LLC**

PO Box 28429

Spokane, WA 99228

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

Website: [www.visionms.net](http://www.visionms.net) Email: [sales@visionms.net](mailto:sales@visionms.net)

## Vision Software and Professional Services for: The City of Stevenson

<b><u>Software:</u></b>	<b><u>Cost</u></b>	<b><u>Software Assurance</u></b>
Vision Permits	\$4,500.00	\$675.00
Vision Permit Portal	\$2,000.00	\$300.00
Vision Reporting Services Edition	<u>Included</u>	<u>Included</u>
<b>Total Software</b>	<b>\$6,500.00</b>	<b>\$975.00</b>
 <b><u>Professional Services:</u></b>		
Configuration of Microsoft SQL Server	\$ 300.00	
Setup and Integration of Permit Software (Includes Setup of up to 7-Custom City Permit forms and GIS integration)	\$ 700.00	
Electronic Conversion of Excel Permit data files	\$ 500.00	
Training	<u>\$2,000.00</u>	
<b>Total Professional Services</b>	<b>\$3,500.00</b>	
<b>GRAND TOTAL</b>		<b>\$10,000.00</b>

**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. If the Licensee owns Microsoft SQL Server, this can be set up for Software. If Licensee needs to purchase Microsoft SQL Server 2016 Standard Edition, the approximate cost is \$800 for the initial license and \$180 for each additional user. Microsoft SQL Server Core Licenses may be less expensive than purchasing individual access licenses.
3. Sale of Software is subject to the below described Software License Agreement.
4. 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. Only Active or Open Permits to be converted. Estimated at 25 outstanding currently.
5. Depending on method of Mobile Access additional 3<sup>rd</sup> party (Cloud Storage) fees may exist (Example: Microsoft Azure, Yahoo Cloud, Local Web Server, etc.)
6. Additional forms are charged at \$100 per custom form



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## **Software License Agreement between the City of Stevenson and Vision Municipal Solutions, LLC**

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

Developer has developed and licenses to users its Software programs marketed and sold under the name "Vision Permits", "Vision Permit Portal," and "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 Stevenson, 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 sum of \$6,500.00 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.



**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 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.

<input type="checkbox"/> <b>No Financing Requested</b>	<input type="checkbox"/> <b>2 Year Payment Plan</b> Software Financed \$6,500 $\$6,500 \div 2 \text{ years} = \$3,250$  SQL Config \$300 Setup and Integration \$700 Data Conversion \$500 Training \$2,000 <i>(Billed upon completion of training)</i>  <b>Payment Schedule:</b> 1st year \$6,750 + annual assurance 2nd year \$3,250 + annual assurance	<input type="checkbox"/> <b>3 Year Payment Plan</b> Software Financed \$6,500 $\$6,500 \div 3 \text{ years} = \$2,167$  SQL Config \$300 Setup and Integration \$700 Data Conversion \$500 Training \$2,000 <i>(Billed upon completion of training)</i>  <b>Payment Schedule:</b> 1st year \$5,667+ annual assurance 2nd year \$2,167 + annual assurance 3rd year \$2,166 + 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.

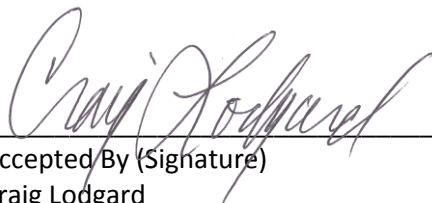
**10. Vision Permits System with Permit Portal**

- Contact Data Base
- User defined Permit Types
- Automatic Fee schedules based on permit types
- Permit Status Tracking
- Permit Billing
- Document Integration
- GIS/Mapping integration
- Parcel Information with ArcGIS Integration
- Inspector Portal
- Advanced Notifications
- Alerts and Notifications
- Cash Management Integration
- Financial Integration
- Delinquency Schedules
- Searchable Notes
- Data Grids
- Reporting Services
- Permit Generation
- Inspector Schedules
- Actions and Conditions
- Outlook Calendar Integration
- Integration into Email

**Acceptance of Agreement:**

**Vision Municipal Solutions, LLC.**

**City of Stevenson**

  
 \_\_\_\_\_  
 Accepted By (Signature)  
 Craig Lodgard  
 \_\_\_\_\_  
 Printed Name  
 Managing Member  
 \_\_\_\_\_  
 Title:  
 02/16/2018  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Accepted By (Signature)  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date