

RESOLUTION NO. 2013-28

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE 2014 SOFTWARE SERVICE AGREEMENT BETWEEN THE CITY OF BENTON CITY AND BIAS SOFTWARE

WHEREAS, in 2009, the City of Benton City purchased BIAS Software to provide accounting functions for the City including its utility accounts; and

WHEREAS, the City of Benton City has previously contracted with BIAS Software to provide support services for the BIAS software use by the City; and

WHEREAS, the City of Benton City is still in need of support services; and

WHEREAS, the City determines it is appropriate to enter into an Agreement with BIAS Software to provide support services for the software used by the City of Benton City; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the original 2014 Software Service Agreement between the City of Benton City, Washington, and BIAS Software, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required to complete this transaction.

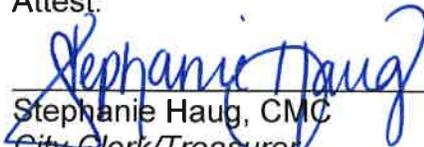
ADOPTED this 19 day of November, 2013, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 19 day of November, 2013.

Resolution 2013-28 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 19 day of November, 2013.



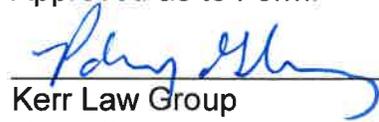
Lloyd R. Carnahan
Mayor

Attest:



Stephanie Haug, CMC
City Clerk/Treasurer

Approved as to Form:



Kerr Law Group
City Attorney



2014 Software Service Agreement

Vendor: BIAS Software

Entity: City Of Benton City

For service and support of licensed BIAS Software programs in 2014, the Client agrees to the following terms that are in force **upon return of signed Agreement.**

1. **Term/Fee/Conditions.** This Agreement covers the period from 01/01/2014 through 12/31/2014. All purchased modules must be covered by the Agreement.

3 Types of Customer Price Categories

BIAS Software: Purchased. The 2014 Software Service Agreement fee is determined by the list price of the purchased modules and interfaces in use in 2014, multiplied by the current support rate of 15%.

BIAS Software: Monthly Lease. The 2014 Software Service Agreement fee for the contract period is covered by the monthly lease payments.

Fire Admin Software. The 2014 Software Service Agreement fee for the contract period is based upon purchased Fire Admin Modules. See Annual Invoice Voucher for details.

2. **Support Services.** Basic support services provided by the Vendor shall consist of the following:
 - a. **Unlimited Remote Support Services.** BIAS Software will provide a toll-free number and remote access software for Client use to contact any BIAS-trained operator during normal business hours (8:00 am – 5:30 pm PST), excluding major national holidays.
 - b. **Internet Connection.** The Client must provide and maintain a reliable Internet connection to allow BIAS means to properly diagnose Operator questions, to allow Client to download updates from the BIAS website and transfer required files. On-site visits required for problem resolution, due to a lack of Internet connection, will be subject to charges as listed in the **Fees and Expenses** section.

- c. **Error Corrections.** BIAS agrees to use all diligent effort to correct verifiable and reproducible errors within a reasonable time period, after being reported to BIAS. The correction will be considered 'fixed' when the Application functions as intended.
 - d. **State and Federal Regulations.** BIAS will provide updates required to conform to State and Federal regulations, including current tax tables, W2, and 1099 forms. Programming required to conform to local government ordinances will be subject to additional charges.
 - e. **Program Updates.** As part of this agreement, the Client will have access to the BIAS website for periodic software updates. The Client is responsible for keeping their BIAS applications up-to-date. Updates are identified in the digits to the right of the decimal point (0.XX).
3. **Exceptions** – the following services and issues are **not** covered by or included in the Service Agreement:
- a. **Significant Program Upgrades.** Significant program upgrades are identified by version numbering changes in digits to the left of the decimal point (X.00). These upgrades, due to their complexity, are subject to additional fees.
 - b. **New Products.** New module releases along with the associated training and implementation costs.
 - c. **Misuse.** Service or support required resulting from deliberate misuse of licensed modules.
 - d. **On-Site Services.** On-site support and training will be charged at the current fee schedule, if required. Please refer to **Section 7**.
 - e. **Balanced Books.** On-site or off-site services for balancing Client books are outside this agreement and subject to our standard Fee Schedule.
 - f. **Key Personnel Replacement and "New User Training".** Qualified training for new users is very important. BIAS Software will require "New User Training" in key positions including Finance Directors, Utility Billing Clerks and Payroll Clerks. Clients with excessive turnover will also be required to receive additional training. Please see the **Fees and Expenses** section for "new user training" options.
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- g. Extended or Emergency Technical Support.** BIAS Software will charge standard Professional Service rates when the Client is not properly staffed or trained and must complete time-consuming support issues such as payroll or utility billing.
 - h. Third-Party Hardware or Software.** BIAS Software is not responsible for supporting or maintaining any software or hardware not supplied by the Vendor. BIAS Software does not guarantee compatibility with printers, hardware or third-party software.
 - i. Data Integrity.** Power outages, surges, spikes, brownouts and other changes in the electrical current may corrupt and damage data. BIAS Software assumes no liability for any data corruption or loss due to inadequate protection, lack of data backups, or computer system malfunctions.
 - j. Security of Financial Information.** It is understood that the security of financial information stored within the Bars Integrated Accounting System, (BIAS,) (Hereinafter referred to as the "Program,) or generated by the Program and stored in an electronic or paper format, is the sole responsibility of the Client and its related entities and affiliates. BIAS Software or its assignees shall not be held responsible for the theft, misappropriation, loss, or misuse of personal or entity related financial information, utility billing records, or any other financial information stored in Client controlled electronic media or physical storage locations. Client acknowledges that Client is solely responsible for the Client's security procedures, including but not limited to password security, encryption of sensitive information, background checks, proper handling of payroll ACH files, physical custody of cash, internal audit procedures and processes, annual reporting, and proper training in security and backup procedures. In addition, the Client and its related entities and affiliates agree to indemnify and hold harmless BIAS Software or its assignees from all costs, damages, expenses, and attorneys' fees incurred in an event of any security breach, theft, misappropriation, loss, misuse of personal or entity related financial information, or other related incident.
- 4. Custom Modifications.** Custom modification requests will be considered. A quote for programming and training for these modifications will be provided to the Client. BIAS Software will make a reasonable and good faith effort to comply with such requests but shall retain sole discretion to decide whether and when such services can be provided.
- 5. Cooperation of Client.** The Client agrees to promptly notify BIAS following the discovery of any error(s). Upon discovery of an error(s), the Client agrees, if requested, to submit
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application data to aid in the diagnosis and correction of the error(s). BIAS Software shall treat all Client data as confidential.

6. **Fees and Expenses.** Licensee agrees to pay incurred fees for those items and/or services excluded from the Service Agreement when services are rendered and the expenses invoiced.

a. **Fee Schedule – Subscriber Services**

- **Professional Services** for Clients with a signed 2014 Software Service Agreement:

- ❖ \$47.50 per hour for Bookkeeping Services
- ❖ \$105 per hour for Accounting Services
- ❖ \$190 per hour for Programming

b. **Fee Schedule – Non-Subscriber Services**

- **Professional Services** for Clients without a signed 2014 Software Service Agreement:

- ❖ \$210 - \$300 per hour, (with a minimum cost of \$210 per incident), plus 50% of the proposed 2014 Software Service Agreement fee.
- ❖ Any previous gap(s) in Annual Service Agreement purchases must be paid to receive updates and the option to purchase future annual Service Agreements.

c. **“New User Training”** BIAS has two options for “New User Training”.

Option 1 - \$895 (\$495 1-2 Modules) includes:

- I. New User Processing Guides.
- II. Training Video Library.
- III. Assist in accounting activities twice.
- IV. 6 Months “New User Support.”

Option 2 - \$1,595 includes:

- I. All features in **Option 1**.
- II. 1 Full Day of training at the Client’s site, including all out-of-pocket expenses.

7. **On-Site Services.** In addition to the Professional Services fees mentioned in Section 6, services at the Client's site will be subject to the following charges:
 - a. **Travel by Car** - Federal mileage reimbursement rate (Currently 56.5 cents/mile).
 - b. **Travel by Air** – Costs as incurred.
 - c. **Lodging** – Costs as incurred.
 - d. **Per Diem** – Based on Federal Per Diem Rates for the Client's locale.

 8. **Exceptions to Charges for On-Site Services.** If on-site services are required, there is no charge for technical support provided the following conditions are met:
 - a. The 2014 Software Service Agreement is paid in full.
 - b. It is determined the Software caused the error.
 - c. The Operator was adequately trained by BIAS.

 9. **Billing.** All Client invoices, for products or service, are due upon receipt. They are past due 30 days after the invoice date. BIAS may, at its option, charge all invoices 30 days past due and older an interest rate of one and one-half percent (1½%) per month (18% per Annum) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became past due. Invoices sixty (60) days past due may be declared delinquent and BIAS may, at its option, put support services on hold. Accounts on hold may receive none of the support services listed in section 2 until all past due and delinquent invoices are paid in full.

 10. **Use and Restrictions.** Vendor has sole and exclusive ownership of all right, title and interest in and to all error corrections, enhancements, upgrades and new products subject to the conditions of the License Agreement.

 11. **Priority for Services:** Current agreement subscribers will receive priority over non-subscribers.
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2014 Software Service Agreement

Sign and return this page only.

Your signature is deemed acceptance of the 2014 Service Agreement pages 1-5

Licensee

Entity: City Of Benton City

Signer: Boyd R CARNAHAN

Signature: [Handwritten Signature]

Title: Mayor

Date: 11-21-13

Licensor

BIAS Software
327 E Pacific
Spokane, WA 99202

Date:

BIAS President
Mark Felchlin

[Handwritten Signature]

Fax to 888.228.0030 or mail to 327 E. Pacific, Spokane, WA 99202