



AGREEMENT FOR "DIRECT ACCESS" –PROFESSIONAL SERVICES

Contract# 2013-024

Local Government Entity Name: CITY OF NORTH BONNEVILLE

Address: P.O. Box 7
North Bonneville, WA 98639

Entity Type: Code City

Contact Person: Steve Hasson, Finance Director

Subscription Service Dates: Term of subscription to "Direct Access" is for one (1) year and/or 15 hours of "Direct Access" service whichever comes first. Contract begins on date of acceptance and signature by City.

Scope of Assistance to be provided: The "Direct Access" program provides phone and email access to professional services staff, Toni Nelson and Craig Lodgard. Services provided are:

- 24/7 access to our professional services team
 - Guaranteed response time of 48 (business) hours
- Access to Vision Professional Services website for training and assistance materials
 - Checklists
 - Procedure guides
 - Compliance updates
- Monthly web articles on the latest issues effecting local government
- 25% reduction in registration fees for Vision regional workshops and the annual conference
- On-site travel cost reduction should you need one-on-one assistance and/or training.

Professional Services Contract Cost:

Direct Access Program- Annual Subscription fee \$ 1,500.00 subject to a maximum of
Direct Access Program hours: 15 hours.

Note: In the event that the maximum number of hours are exhausted within the 12 month period, there is the option to purchase mid-year increases at an hourly rate of \$100.00 an hour or extend the current contract for another 15 hours at the current program cost.

Local Government Acknowledgment: Management (Mayor and Clerk/Treasurer) must assume responsibility for the interpretation and application of guidance provide by the Vision Professional Services, "Direct Access" program. The city shall designate (the contact person) Steve Hasson to be responsible for the oversight of the services being provided by the "Direct Access" program. This oversight shall include monitoring the quality of the services to ensure that it meets the objectives of the city and that any decisions that involve authorizing transactions, making policy decisions that affect operations or maintaining the financial records of the city shall be the full responsibility of the City of North Bonneville management.

Mayor– Signature

Finance Director-Signature

Date of Acceptance: _____

TERMS and CONDITIONS REFERRED TO ON FACE OF AGREEMENT and EXPRESSLY AGREED TO BETWEEN CUSTOMER and Vision Municipal Solutions LLC (operating as VisionMS, VisionIT, VisionPS or Vision).

1. TERM: CHARGES.

a. This agreement shall be effective when signed by both parties. The initial term is one year from the start date and shall automatically continue for successive annual periods. Charges hereunder will be invoiced in advance and payment shall be due within fifteen (15) days after date of invoice. After the first year of Direct Access, any changes to services, and hours may be subject to change by Vision PS upon thirty (30) days written notice. Customer may, within thirty (30) days after receipt of such notice, terminate this Agreement by written notice to Vision PS, but if Customer fails to do so, such new charges shall become effective on the billing date, except that no increase in charges shall become effective as to period for which Customer has paid in advance. Charges for adding additional hours to the contract and/or extending the services shall be billed as per the terms of the agreement in section "Professional Services Contract Cost".

b. In the event that Customer fails to pay any amount due pursuant to this Agreement, Vision PS may, in addition to any other remedies it may have, (1) refuse to continue service or (2) furnish service only on a prepaid basis.

c. After the initial term of one (1) year either party may terminate this Agreement effective thirty (30) days after delivery of written notice of termination to the other; during any renewal period, termination shall become effective one (1) month after such notice of termination. Any prepaid charges shall be proportionately refunded as of the effective date of termination.

2. SERVICE.

a. During the term of this Agreement, Vision PS shall provide professional services in keeping with the agreement for "Direct Access".

b. The scope of "Professional Services" within the agreement shall consist of legal compliance areas typical of "local government finance departments".

c. These services, shall be provided and are limited to problems and questions related to the appropriate accounting, reporting and budgeting of local government funds.

3. SERVICE AVAILABILITY.

a. Access shall be furnished on a 24/7 basis, with a guaranteed response time of 48 hours.

b. In the event that additional research time is required, the length of time to complete the request will be discussed with the customer with the intent of resolving inquiries within a one (1) week period.

4. EXCLUSIONS - OTHER SERVICE.

a. Vision PS shall not be responsible for any failure of equipment arising out of unauthorized modifications of equipment, attachment of any device (the technical specifications of which have not been approved by Vision PS) to equipment, use of equipment in a manner or for an application or function other than that for which designed, or service which is impractical because of Customer alterations of equipment.

b. The following are outside the scope of this Agreement: (1) Annual Financial Report preparation; (2) On-site assistance (3) Elected Officials training;

5. LIMITATIONS of LIABILITY.

a. Vision PS shall not be liable for any delay or failure of performance resulting from any causes beyond its control.

b. Vision PS shall not be liable for the entities interpretation and application of guidance provide by Vision Professional Services and its "Direct Access" program. Any decisions that involve authorizing financial transactions; policy decisions that affect operations; or the maintenance of the financial records shall be the full responsibility of the City/Town.

6. GENERAL PROVISION.

a. This Agreement constitutes the entire agreement between the parties, hereto, and supersedes all previous negotiations, commitments, and Agreements with respect to its subject matter. This Agreement may not be modified except by a writing signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase orders or acknowledgements submitted by Customer. This Agreement shall be governed by the laws of the State of Washington. Neither this Agreement nor any rights hereunder may be assigned by Customer without the prior written consent of Vision PS.

b. In case suit or action is instituted to enforce any of the rights or provisions expressed in the Agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements relating to such proceedings, and such sum as the court may adjudge as reasonable for the prevailing party's attorney's fees connected with the trial and appeals thereof.

7. CUSTOMER ACKNOWLEDGEMENT.

The Customer acknowledges that he has read this Agreement, understands it and agrees to all terms and conditions stated herein.

Accepted by: _____ Rejected By: _____
Please initialize your selection