STAFF REPORT

DATE: February 18, 2025

TO: Mayor & Council
FROM: Clarissa Hadler, Finance Director
Nina Kraemer, Finance Coordinator
AGENDA ITEM: New Financial Software

BACKGROUND:

Currently the city's finance software is composed of separate general accounting software, utility billing software, permit software, and various excel spreadsheets for items such as escrow billing, accounts receivable, fixed assets, etc., creating numerous opportunities for fraud and unintentional oversights. The city's auditors recommended a couple of years ago to explore a more fully integrated financial solution to help with data centralization and compliance updates. In addition to the above, the new software would allow for numerous enhancements as outlined below.

Some of the processes that we know we can improve upon by moving to a different software include:

- Accounts Payable – Other software programs allow a fully electronic A/P process where invoices are delivered to and approved electronically by department heads, who can review and approve on any device. Invoices are stored electronically and linked directly to the transaction in the software, making future research much easier.
- Bank Reconciliation – Our current software fails to allow for proper bank reconciliation due to the disconnect between our utility billing, financial software, and credit card billing companies. Bank recs are all completed in Excel to improve the accuracy of such, but this adds time and lack of clear processes.
- Annual Budgeting – The new software will allow for in-software budgeting wherein department heads will enter their requests, including supporting documents and detail, into the software for review by the City Administrator and Finance Director, and eventually City Council. The software tracks multiple stages of the budgeting process from initial drafts through the final Council adoption.
- Escrow Billing – The level of development activity in the city means we have quite a few escrow accounts wherein a developer reimburses the city for expenses related to their application, construction of roads, etc. This process is also currently handled in Excel due to a lack of good project accounting and intuitive accounts receivable module in our current software.
- Special Assessments – This is another area where we have quite a few items to manage and there is not a great solution in our current software, therefore everything is done in Excel and then transferred to the financial software via journal entries.
- Fixed Assets – This is yet another area that is currently managed in Excel and transferred via journal entry to the current software.
- Human Resources – While not a primary driver of the new financial software it was found that this module could replace plans to purchase separate HR software moving forward.
- Information Accessibility –
  - Global Search - a single search field finds data in any module and multiple fields.
  - Integrated Document Management – related documents are easily stored and retrieved via links in the transactions.

- o Custom Saved Reports – Custom reports are intuitive to create, savable, and accessible from a staff member's dashboard.
- Customer Service – we expect to see an improvement over the current software's response time and ability to address needs.
- Local user groups – user groups are a great way for staff to learn from peers how to use the software.

Improvements in the above items should improve efficiency, and therefore resiliency and capacity, in the Finance Department and organization wide.

Staff had brought this planned purchase to the attention of Council earlier this year in preliminary budget and CIP discussions, and again in the adoption of the final CIP in December. The city's purchasing policy (excerpt below) and state statute require that items with a cost of up to $175,000 should be obtained through either sealed bids, cooperative purchasing or direct negotiation with a minimum of 2 quotes.

> **$10,000.01 to $100,000 ($175,000 effective August 1, 2018) – City Council or City Administrator as Delegated**
>
> Purchases may be obtained through sealed bids, or cooperative purchasing contracts, or direct negotiation, with two quotations obtained whenever possible. Quotations must be retained for at least one year. Cooperative Purchasing Contracts should be considered for contracts over $25,000 and may be used in lieu of sealed bids or quotes. The City Council would approve purchases in this range, unless delegated to the City Administrator for routine budgeted items. Due to the cost of preparing sealed bids, and the additional length of time required in this process, the use of sealed bids for this threshold should only be used when deemed necessary.

Finance staff opted for direct negotiation to both streamline and provide flexibility in the process. Our process was as follows:
- Research which companies are used by mid-size cities in Minnesota.
  - o BS&A, Caselle, JD Edwards, and Tyler were known to us and mentioned the most by other cities. Springbrook, our current software, is also used by a few other cities in our area.
- Initial research of companies and which might be the best fit.
- Obtain preliminary quotes from those companies.
- Finance Director and Finance Coordinator attended preliminary product demonstrations w/ BS&A, Caselle and Tyler.
- Full-day product demonstrations were conducted on-site for top two companies – Tyler and BS&A - w/ all Directors and Finance Staff invited to each.
- Final/revised quotations were obtained based on further information obtained in those meetings.

After the full product demonstrations were complete, Finance staff has determined that BS&A would be the best product to meet our needs and make the desired improvements. It outperformed the other company in almost all the above processes we are looking to improve. In addition, it was the one that came with the most recommendations and fewest concerns from other cities, as well as Metro-INET staff, who recently assisted with a Springbrook-to-BS&A conversion with the City of Roseville. Further, BS&A provides direct integration with Laserfiche, so if we decide to switch software in the future, our documents are already saved in our permanent electronic document repository.

Full cost comparisons and quotes for the top 3 companies are attached and summarized here.

	Setup / Implement / Training	Annual Fees
BS&A (recommended)	123,603	44,855
Caselle	139,600	29,615
Tyler	110,210	53,423
Springbrook & Banyon (current)	*n/a*	15,445

While BS&A is approximately $13,000 more than Tyler for initial implementation, annual fees are $8,500 less. And while Caselle has lower annual fees, that software did not make it into our top 2 preferred due to a lack of functionality.

In addition to the software costs, there will be expenses to integrate with some of our other systems, including our Sensus water metering system and Laserfiche, as well as some hardware purchases. We estimate these will add another $25,000 to the total project cost.

The total budgeted for this project was $200,000 over two years, with 75% paid from General Fund and 25% paid from the Water Fund. Implementation would be started in 2025, but possibly not be completed until Q1 2026, with payments split between 2025 and 2026. Should we be able to implement sooner, we will, as there would be a significant improvement in workload management if we could launch prior to Q1 of 2026. If that is the case, most of the expenses will occur in 2025, and a budget amendment may be in order.

RECOMMENDED MOTION
1. Motion to approve the Customer Agreement to purchase BS&A software and the integrated payments addendum and authorize Finance Director to enter into these related product and service contracts for purchase of integration and process development related to the software purchase.

ATTACHMENTS
1. Price comparison spreadsheet
2. BS&A Contract & Addendum
3. Vendor Proposals; BS&A, Tyler and Caselle

Software Cost Comparisons

(Module-based pricing; "GL" = General Ledger Module, "CR" = Cash Receipting Module, etc.)

Current - Springbrook	Annual Fees
General Ledger	
Accts Payable	
Cash Receipting	
Accounts Receivable	
Payroll	
Timesheets	13,620
Utility Bills (Banyon)	1,825
15,445	

BS&A - Recommended	Annual Fee	Data Conversions	Project Management & Other	Implementation & Training
GL	4,225	4,055	24,925	8,800
AP	3,435	3,470		22,000
CR	3,865	1,650		
AR	3,180			
Fixed Assets	3,095	3,375		
UB	5,400	7,700	1,500	2200
UB Portal	1,785			
Special Assess	3,265			3,300
Escrow	3,095			
PR	5,725	8,645		
HR	3,965	3,300		11,000
Time	2,600			
Laserfiche Integr	1,220			
Contingency				
Travel Expenses (Estimated based on 50% remote implementation & tra				17,683
44,855	32,195	26,425	64,983	
			123,603	

Software Cost Comparisons

(Module-based pricing; "GL" = General Ledger Module, "CR" = Cash Receipting Module, etc.)

Tyler

	Annual Fee	Data Conversions	Project Mgmt & Prof Svcs	Implem. & Training
GL	13,307	7,500	48,930	6,380
AP	*included*			
CR	3,472	6,500	35,100	
AR	3,502			
FA	1,678			
UB	10,993			
UB Access	2,376			
3rd Pty Print	3,328			
PR/HR	4,048			
Time	900			
Proj Acctg	3122			
Online Help/Tra	1,778			
Content Mgr	*4,919*		5,800	
	53,423	14,000	89,830	6,380
				110,210

Caselle

	Annual Fee	License Purchase	Data Conv & Setup	Training
GL	2,100	7000	2,400	2,400
AP	1,650	5500	900	900
CR	1,125	4500	600	900
AR	1,650	5500	1,200	1,200
FA	1,050	3500	1,200	600
UB	4,020	13400	9,000	4,800
Service Orders	900	3000	900	900
Online Pay Port	1,725	5500	4,200	1,800
miViewPoint	4,200	14000	3,600	3,600
PR	2,975	9900	4,500	3,600
Time	1,350	4500	1,200	1,200
SA	1,350	4500	1,200	1,200
Project Management			4,800	
5 Named Users	5520			
	29,615	80,800	35,700	23,100
				139,600

BS&A
CUSTOMER ORDER FORM

This Customer Order Form (this "**Order**") is entered into as of the "**Effective Date**" identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 ("**BS&A**") and the "**Customer**" identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**". The Parties hereby agree as follows:

Customer Name: City of Lake Elmo, Washington County MN	**Sponsor Contact**: Clarissa Hadler
Billing Address: 3880 Laverne Ave. S., Lake Elmo, MN 55042	**Sponsor Phone**: 651-747-3909
Accounts Payable Email: chadler@lakeelmo.gov	**Sponsor Email**: chadler@lakeelmo.gov

Platform and Fee Information

Effective Date:	
Platform Description: Those modules and feature packs of BS&A's proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
"**Usage Limitations**":	
☐ *Number of Authorized Users*:	
☐ *Other*:	
"**Initial Subscription Period**": [One (1) year]	**Subscription Fees**: $44,855 payable [annually].
Professional Services (if any): $105,920	**Service Fees (if any)**:
Other Customer Terms:	

The Customer Agreement (the "**Agreement**"), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the "**Terms and Conditions**"); (iv) the Pricing Sheet attached to this Order (the "**Pricing Sheet**"); and (v) any Statements of Work (each an "**SOW**") entered into by the parties, a form of which is attached to this Order .

BS&A SOFTWARE, LLC   **CITY OF LAKE ELMO, WASHINGTON COUNTY, MN**

Name: _____   Name: ___Clarissa Hadler_____

Title: _____   Title: ___Finance Director_____

EXHIBIT A

CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1.   Definitions.

        1.1   "**Authorized User**" means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

        1.2   "**BS&A IP**" means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

        1.3   "**Business Contact Data**" means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

        1.4   "**Customer Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

        1.5   "**Documentation**" means Company's end user documentation relating to the Platform, including any user guides.

        1.6   "**Harmful Code**" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

        1.7   "**Order**" means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

        1.8   "**Personal Information**" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

        1.9   "**Platform**" 'has the meaning set forth on the Order.

        1.10   "**Professional Services**" means training, migration, implementation, integration, or other professional services that are memorialized in writing in a Statement of Work and provided to Customer in connection with its use of the Platform hereunder.

        1.11   "**Statement of Work**" or "**SOW**" means a written statement of work for Professional Services executed by both Parties that incorporates this Agreement by reference.

        1.12   "**Subscription Period**" means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

        1.13   "**Third-Party Products**" means any third-party products provided with, integrated with, or incorporated into the Platform.

        1.14   "**Usage Data**" means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.15   "**Usage Limitations**" means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2.   Access and Use.

2.1   Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2   Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3   Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4   Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5   Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any

loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6   Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement, BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform. '

3.   Customer Responsibilities.

3.1   General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2   Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3   Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems, and networks operated directly by BS&A and its third-party service providers.

4.   Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5.   Professional Services. BS&A will perform Professional Services as described in an Order or Statement of Work. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order or Statement of Work, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6.   Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with

> **Commented [CS1]:** Ideally there would be more specific insurance requirements, e.g., BS&A shall maintain:
>
> **Professional Liability Insurance in the minimum amount of $2,000,000 per claim/$4,000,000 annual aggregate.**
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> **Cyber Liability Insurance in the minimum amount of $2,000,000 per claim/$4,000,000 annual aggregate. Such insurance policy shall include, but not be limited to, coverage for costs related to data breach response, and for third-party claims arising from loss of data, privacy breaches, regulatory fines, and other damages resulting from unauthorized access, cyber-attacks, malware, ransomware, or similar incidents attributable to BS&A's negligence.**

coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer. Insurance coverage shall be no less than (i) Professional Liability Insurance in the minimum amount of $2,000,000 per claim/$2,000,000 annual aggregate and (ii) Cyber Liability Insurance in the minimum amount of $2,000,000 per claim/$2,000,000 annual aggregate. Such insurance policy shall include, but not be limited to, coverage for costs related to data breach response, and for third-party claims arising from loss of data, privacy breaches, regulatory fines, and other damages resulting from unauthorized access, cyber-attacks, malware, ransomware, or similar incidents attributable to BS&A's negligence.

7. Fees and Taxes.

7.1   Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees ("**Fees**") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days' notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A's sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A's other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer's and its Authorized Users' access to all or any part of the Platform until such amounts are paid in full.

7.2   Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A's income.

8. Confidential Information.

8.1   Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information; or (e) data that is public under the Minnesota Government Data Practices Act, or other applicable law.

> **Commented [CS2]:** I would add a part (e) for "data that is public under the Minnesota Government Data Practices Act, or other law."

8.2   Duty. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("**Representatives**"). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party

may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3   Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9.   Data Security and Processing of Personal Information.

9.1   Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2   Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3   Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10.   Intellectual Property Ownership; Feedback.

10.1   BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2   Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3   Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, including all Business Contact Data.

10.4   Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11.   Mutual Warranties; Disclaimer of Other Warranties.

11.1   Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2   Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL

> **Commented [CS3]:** This is typical language must doesn't seem fair that there are no warranties of any kind.

WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12.   Indemnification.

    12.1   BS&A Indemnification.

        (a)   BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

        (b)   If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

        (c)   This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

    12.2   Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

    12.3   Sole Remedy. THIS SECTION 12.3~~12.3~~1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13.   Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL 'EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS

Commented [CS4]: BS&A is only indemnifying the city for claims where BS&A violates someone else's intellectual property rights (which it should agree to do).

But there is no indemnification obligation owed to the city for any type of claim. I would note the city has a much broader indemnification obligation in Section 12.2.

Ideally, there would also be language similar to the following:

BS&A agrees to indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, claims, or expenses arising out of or relating to any of any breach or alleged breach by BS&A of any representation, warranty, or covenant contained in this Agreement; and any negligent act, error, or omission, or willful misconduct by BS&A in the performance of its obligations under this Agreement.

Commented [CS5]: Section 12.3 does not list any remedies.

Commented [CS6]: This is a common limitation. While mutual, it's really to protect BS&A. While there is an exception for "gross negligence" that's a really high standard.

UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

> **Commented [CS7]:** Still a low amount.

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following

order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3   Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4   Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5   Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6   Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7   Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8   Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of ~~Delaware~~ Minnesota without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of ~~Delaware~~Minnesota. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of ~~Delaware~~ Minnesota in each case located in ~~New Castle~~Washington County, ~~Delaware~~ Minnesota and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. ~~If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).~~

15.9   Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10   Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or

the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11   US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12   Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.32.2, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B

PRICING SHEET

(Based on 1/28/25 Proposal)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Cloud Modules - *Annual Fee*

Financial Management

FA-Fixed Assets		$3,095.00
AP-Account Payable		$3,435.00
GL-General Ledger		$4,225.00
CR-Cash Receipting		$3,865.00
AR-Account Receivables		$3,180.00
	Total	$17,800.00

Personnel Management

TS-Timesheets		$2,600.00
PR-Payroll		$5,725.00
HR-Human Resources		$3,965.00
	Total	$12,290.00

Community Development

BD-Building Department		$3,095.00
	Total	$3,095.00

Property

SPAS-Special Assessments		$3,265.00
	Total	$3,265.00

BS&A Online

BSAO-BS&A Online-Public Record Search		$1,785.00
	Total	$1,785.00

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Utility Billing

UB-Utility Billing		$5,400.00
	Total	$5,400.00

Platform

Laserfiche		$1,220.00
	Total	$1,220.00
	Subtotal	**$44,855.00**

Data Conversions/Database Setup

CR-Manual-Database Setup Setup of Receipt Items/Tender Type		$1,650.00
HR-Manual-Database Setup Setup of Licenses, Certifications, Benefit Plans, Positions. Not assigned to Employees		$3,300.00
UB-Conversion-Banyon Accounts, Services, Deposits, Rates, Meters; Billing & Payment History, Service for up to 5 years		$7,700.00
PR-Conversion-Springbrook Database setup, employee detail, YTD Values, Check history for up to 5 years		$8,645.00
FA-Conversion- Springbrook 5 years		$3,375.00
AP-Conversion- Springbrook Vendors, Invoices and check history for up to 5 years		$3,470.00
GL-Conversion- Springbrook COA, Balances, Budget, Journal Transaction history for up to 5 years		$4,055.00
	Total	**$32,195.00**

Data Conversions/Database Setup

No Conversion or Database Setup for:
TS-Timesheets
AR-Accounts Receivable
CD-Community Development
SPAS-Special Assessment

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.   **$1,500.00**

Project Management and Implementation Planning

Services include:
  - *Analyzing customer processes to ensure all critical components are addressed.*
  - *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
  - *Planning and scheduling training around any planned process changes included in the project plan.*
  - *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
  - *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
  - *Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.*
  - *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

	Total	**$24,925.00**

Implementation and Training

  - *$1,100/day*
  - *Days quoted are estimates; you are billed for actual days used*
  - *Training days quoted/billed in full day increments only*

Services include:
  - *Setting up users and user security rights for each application*
  - *Performing final process and procedure review*
  - *Configuring custom settings in each application to fit the needs of the customer*
  - *Setting up application integration and workflow methods*
  - *Onsite verification of converted data for balancing and auditing purposes*
  - *Training and Go-Live*

Setup Days

ITS Setup - FM, HRIS, UB	Setup Days: 4	$4,400.00
ITS Setup - CD	Setup Days: 2	$2,200.00
ITS Setup – Property	Setup Days: 2	$2,200.00
	Total Setup Days: 8	Subtotal: $8,800.00

Training Days

ITS Training - FM	Training Days: 10	$11,000.00
ITS Training - HRIS	Training Days: 10	$11,000.00
ITS Training - CD	Training Days: 3	$3,300.00
ITS Training - Property	Training Days: 2	$2,200.00
ITS Training - UB	Training Days: 10	$11,000.00
	Total Training Days: 35	Subtotal: $38,500.00
	Total Setup and Training Days: 43	**Total: $47,300.00**

Cost Totals

Cloud New Purchase – *Annual Fee*	Subtotal	$44,855.00
Data Conversion/Database Setup	Subtotal	$32,195.00
Custom Import	Subtotal	$1,500.00
Project Management and Implementation Planning	Subtotal	$24,925.00
Implementation and Training	Subtotal	$47,300.00

Total Proposed	**$150,775.00**

Estimated Travel Expenses are outlined in this proposal. The final invoice will reflect actual expenses following the completion of all training activities based on the Federal Guidelines described below.

$160/$185/$225 per day hotel, varies by state
$90 per day car rental
$70 per day meals
$730 per trip airfare/related expenses
$0.70/mile round trip for drive distance

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

Integrated Payments Addendum

This Addendum ("**Addendum**") supplements the Customer Agreement entered into by and between BS&A Software, LLC ("**BS&A**") and the   City of Lake Elmo   ("**Customer**") together with the BS&A Customer Terms and Conditions (collectively, the "**Agreement**"), effective on the date of the Customer signature.

Payment processing services accessible through an integration with BS&A's platform are provided by BS&A's designated payment processor, as BS&A may designated from time to time ("**Processor**"). As of the effective date of this Addendum, the Processor is Stripe, Inc. ("**Stripe**"). This Addendum will apply if Customer sets up an account with the Processor (with Stripe as processor, such account is referred to herein as the "**Stripe Connected Account**"), to receive payment processing services from Processor ("**Payment Processing Services**") through such integration. Capitalized terms used but not defined here will have the meanings given to them in the Agreement or in the Stripe Agreements (defined below).

1. **Payment Processing Services**

1.1   Processor Agreements. As of the effective date of this Addendum, use of the Payment Processing Services is subject to the Stripe Connected Account Agreement, the Stripe Privacy Policy, and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the "**Stripe Agreements**"). Customer may not use any Payment Processing Services until Customer agrees to the Stripe Agreements, and by agreeing to this Addendum, Customer expressly (a) accepts and agrees to the Stripe Agreements, and (b) authorizes BS&A to capture Customer's electronic or digital acceptance of the Stripe Agreement and provide proof of such acceptance to Stripe as may be requested by Stripe. Customer understands that the Stripe Agreements are solely between Customer and Stripe, and the Payment Processing Services are provided solely by Stripe. BS&A is not a party to the Stripe Agreements, has no control over the Payment Processing Services and the Stripe Agreements, and will have no liability under the Stripe Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Stripe Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Stripe Agreements shall constitute acceptance of such change.

1.2   Customer Information and onboarding. Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to approve Customer for the Payment Processing Services.

1.3   Transaction Processing and Settlement. Transactions are processed by Processor, not BS&A. Stripe (or its partner banks) will settle Transaction proceeds to Customer's designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed transactions may be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer's customer (the cardholder) on Customer's behalf. In such

event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the cardholder's obligation to Customer in connection with the transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer's sole recourse for such event is solely against BS&A and not against the cardholder or the cardholder's financial source.

1.4   Data Usage and Sharing. Customer authorizes BS&A to (a) access and receive data relating to Customer's Stripe Connected Account (as such term is defined in the Stripe Agreements), including transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe in connection with the Payment Processing Services; and (c) issue instructions to Stripe regarding Transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as requested by BS&A or Stripe.

2.   Payment Terms

2.1   Fees. The fees for the Payment Processing Services will be as set forth in Schedule A of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on Schedule A and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.

2.2   Disputes. If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.

2.3   Tax Reporting. BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for Transactions processed using the Payment Processing Services. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of transactions received by Customer in connection with the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by

Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

2.4   Electronic Delivery of Tax Documents. In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("**Tax E-Delivery Consent**"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

3.   Compliance

3.1   Laws and Rules. Customer agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("**Network Rules**"), including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Additional data protection standards and policies which Customer must comply with are set forth in the Stripe Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as Customer's other obligations under this Addendum and the Stripe Agreements.

3.2   Customer's Business. Customer understands that any transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("**Transactions**") are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Stripe, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

3.3   Prohibited Activities. Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the Stripe Restricted Businesses List. Customer shall not use the Payment Processing Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Payment Processing Services in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit.

3.4   Fraud Monitoring. BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions on

Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

3.5   Cardholder Fee Programs. If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "**Cardholder Fee Program**"), Customer must first seek approval from BS&A. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

4.   Chargebacks

4.1   Chargebacks. If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) establishing new fees, (b) instructing Stripe to require a reserve, (c) instruct Stripe to delay payouts, and/or (d) terminating this Addendum and access to the Payment Processing Services. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all chargebacks. This section will survive termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.

4.2   Investigations. BS&A is not obligated to intervene in any dispute arising between Customer and cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. BS&A reserves the right to change such fee at any time. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an unauthorized, illegal, or criminal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) share information about Customer and any Transactions with law enforcement.

5.   Liability

5.1   Indemnification.

> **5.1.1**   In addition to the indemnification obligations under the Agreement, Customer will indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) the Stripe Agreements or Customer's use of the Payment Processing Services, including all activity on Customer's Stripe account; (c) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (d) all Merchant Losses (as defined in the Stripe Agreements); (e) Customer's implementation of a Cardholder Fee Program; and (f) Customer's gross negligence or willful misconduct.

> **5.1.2**   In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.

5.2   Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. EXCEPT FOR BS&A'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. BS&A'S LIABILITY IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNEMNT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTAL.

5.3 **Force Majeure**. BS&A is not responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

6. Term and Termination

6.1 **Term**. This Addendum will be effective on the date that BS&A approves Customer for the Payment Processing Services and will continue for one (1) year ("**Initial Term**") unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.

6.2 **Termination**. This Addendum will automatically terminate upon termination of the Agreement.

6.3 **Termination by BS&A**. In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice, for: (a) Customer breaches any provision of this Addendum or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; or (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator. BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason. Upon the termination of the Stripe Agreements or the Customer's Stripe Connected Account for any reason, this Addendum will automatically terminate.

6.4 **Effect of Termination**. The termination of this Addendum will not affect any of BS&A's rights or Customer's obligations arising under this Addendum. After termination of this Addendum and/or Customer's Stripe account, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective immediately. Customer authorizes BS&A to notify Stripe of any termination of this Addendum; however, Customer is responsible to manually close its Stripe Connected Account separately in accordance with Stripe procedures.

7. General

7.1   Precedence. Any inconsistency, conflict, or ambiguity between these Addendum and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect.

7.2   Amendments. Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will use reasonable efforts to give Customer thirty (30) days' prior notice of any such amendment. Additionally, during the Term and upon at least 30 days' prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Stripe, payment networks, or BS&A's vendors and service providers. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates, no less than ninety (90) days before the end of the then-current Term.

7.3   Dispute Resolution. The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.

7.4   Counterparts. This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

Signature: _____

Name: Clarissa Hadler

Title: Finance Director

Date: 2/19/2025

Tax E-Delivery Consent

Please read this information carefully and print or download a copy for your files.

Consent to Electronic Delivery of Tax-Related Documents

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent ("**Consent**"), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services ("**Tax Documents**"), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent ("**Consent**") is effective until withdrawn in the manner described below. You understand you will **NOT** receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records.

Electronic Delivery

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

(a) via email at the email address BS&A has on file for you; and/or

(b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

Additional or Substitute Paper Copies

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

Notification of Change of Tax Information or Email

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below

Withdrawal or Termination this Consent

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper, but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

System Requirements

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:
- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retails files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

Contact BS&A

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:
BS&A Software, LLC
- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

Signature: _____

Name: Clarissa Hadler

Title: Finance Director

Date: 2/19/2025

Schedule A – Payment Processing Services & Fees

Service	Fee
Payment Processing Implementation	$0
Monthly Account Fee	$0
Gateway	$0
PCI DSS	$0
Tokenization	$0
Chargeback / Dispute Management	$0
Real-Time ACH Validation	$0
Real-Time Transaction Fraud & Risk Monitoring	$0
Text – to – Pay	$0
IVR	$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.95%	$0.50
Tax	2.80%	$0.50
Misc.	2.95%	$0.50

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.50%	$0.50
Tax	2.50%	$0.50
Misc.	2.50%	$0.50

ACH – Pass-Through to Payor	
Transaction Amount	Fee per Transaction
$0 - $1,000	$3.00
$1,001 - $5,000	$6.00
$5,001 +	$12.00

ACH – Absorbed by Municipality	
Transaction Amount	Fee per Transaction
$0 - $1,000	$1.00
$1,001 - $5,000	$1.00
$5,001 +	$1.00

Device	Price	No. of Devices	Total
S700 Terminal	$350 each (Includes Tax & Shipping)		$

Payment Type	Accept Payments Using This Method
Online with BS&A Online	Yes
Text-to-Pay	Yes
IVR Phone Payments	Yes
Counter with Cash Receipting	Yes

Type	Pass Through to Payor	Absorbed by Municipality
Credit Card Fees - Online		X
Credit Card Fees - Text		X
Credit Card Fees - IVR		X
Credit Card Fees - Counter		X
ACH Fees - Online		X
ACH Fees - Text		X
ACH Fees - IVR		X

Proposal for:
City of Lake Elmo, Washington County, MN
January 28, 2025
Quoted by: Kevin Schafer

Software and Services for BS&A Cloud

Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Cloud Modules - *Annual Fee*

Financial Management

FA-Fixed Assets		$3,095.00
AP-Account Payable		$3,435.00
GL-General Ledger		$4,225.00
CR-Cash Receipting		$3,865.00
AR-Account Receivables		$3,180.00
	Total	$17,800.00

Personnel Management

TS-Timesheets		$2,600.00
PR-Payroll		$5,725.00
HR-Human Resources		$3,965.00
	Total	$12,290.00

Community Development

BD-Building Department		$3,095.00
	Total	$3,095.00

Property

SPAS-Special Assessments		$3,265.00
	Total	$3,265.00

BS&A Online

BSAO-BS&A Online-Public Record Search		$1,785.00
	Total	$1,785.00

Utility Billing

UB-Utility Billing		$5,400.00
	Total	$5,400.00

Platform

Laserfiche		$1,220.00
	Total	$1,220.00
	Subtotal	**$44,855.00**

Data Conversions/Database Setup

CR-Manual-Database Setup	$1,650.00
Setup of Receipt Items/Tender Type	
HR-Manual-Database Setup	$3,300.00
Setup of Licenses, Certifications, Benefit Plans, Positions. Not assigned to Employees	
UB-Conversion-Banyon	$7,700.00
Accounts, Services, Deposits, Rates, Meters; Billing & Payment History, Service for up to 5 years	
PR-Conversion-Springbrook	$8,645.00
Database setup, employee detail, YTD Values, Check history for up to 5 years	
FA-Conversion- Springbrook	$3,375.00
5 years	
AP-Conversion- Springbrook	$3,470.00
Vendors, Invoices and check history for up to 5 years	
GL-Conversion- Springbrook	$4,055.00
COA, Balances, Budget, Journal Transaction history for up to 5 years	
Total	**$32,195.00**

Data Conversions/Database Setup

No Conversion or Database Setup for:
TS-Timesheets
AR-Accounts Receivable
CD-Community Development
SPAS-Special Assessment

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.   **$1,500.00**

Project Management and Implementation Planning

Services include:
- – *Analyzing customer processes to ensure all critical components are addressed.*
- – *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
- – *Planning and scheduling training around any planned process changes included in the project plan.*
- – *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
- – *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
- – *Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.*
- – *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

Total   **$24,925.00**

Implementation and Training

- – *$1,100/day*
- – *Days quoted are estimates; you are billed for actual days used*
- – *Training days quoted/billed in full day increments only*

Services include:
- – *Setting up users and user security rights for each application*
- – *Performing final process and procedure review*
- – *Configuring custom settings in each application to fit the needs of the customer*
- – *Setting up application integration and workflow methods*
- – *Onsite verification of converted data for balancing and auditing purposes*
- – *Training and Go-Live*

Setup Days

ITS Setup - FM, HRIS, UB	Setup Days: 4	$4,400.00
ITS Setup - CD	Setup Days: 2	$2,200.00
ITS Setup – Property	Setup Days: 2	$2,200.00
	Total Setup Days: 8	Subtotal: $8,800.00

Training Days

ITS Training - FM	Training Days: 10	$11,000.00
ITS Training - HRIS	Training Days: 10	$11,000.00
ITS Training - CD	Training Days: 3	$3,300.00
ITS Training - Property	Training Days: 2	$2,200.00
ITS Training - UB	Training Days: 10	$11,000.00
	Total Training Days: 35	Subtotal: $38,500.00
Total Setup and Training Days: 43		**Total: $47,300.00**

Cost Totals

Cloud New Purchase – *Annual Fee*	Subtotal	$44,855.00
Data Conversion/Database Setup	Subtotal	$32,195.00
Custom Import	Subtotal	$1,500.00
Project Management and Implementation Planning	Subtotal	$24,925.00
Implementation and Training	Subtotal	$47,300.00

Total Proposed	**$150,775.00**

Estimated Travel Expenses are outlined in this proposal. The final invoice will reflect actual expenses following the completion of all training activities based on the Federal Guidelines described below.

$160/$185/$225 per day hotel, varies by state

$90 per day car rental

$70 per day meals

$730 per trip airfare/related expenses

$0.70/mile round trip for drive distance

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

Sales Quotation For:
City of Lake Elmo
3800 Laverne Ave N
Lake Elmo MN 55042-9699

Quoted BY   Cody Gunstenson
Quote Expiration   12/16/24
Quote Name

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
Invoice Approvals	$ 0	$ 0	$ 0
Core Financials	$ 14,786	$ 1,479	$ 13,307
Fixed Assets	$ 1,865	$ 187	$ 1,678
Human Resources Management (Includes Position Budgeting)	$ 4,498	$ 450	$ 4,048
Employee Access Pro	$ 0	$ 0	$ 0
Project Accounting	$ 3,469	$ 347	$ 3,122
Employee Access Pro Time & Attendance	$ 1,000	$ 100	$ 900
ERP Pro 10 Customer Relationship Management Suite			
Utility Billing Water/Gas	$ 12,214	$ 1,221	$ 10,993
Cashiering	$ 3,858	$ 386	$ 3,472
Utility Access	$ 2,640	$ 264	$ 2,376
Third-Party Printing Interface	$ 3,698	$ 370	$ 3,328

Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
Service Orders Mobile	$ 965	$ 97	$ 868
ERP Pro 10 Tax Management Suite			
Special Assessments	$ 0	$ 0	$ 0
Tyler One			
Identity			
Identity Workforce Advanced [10]	$ 60	$ 0	$ 60
Content Manager Suite			
Content Manager Core	$ 5,466	$ 547	$ 4,919
TOTAL:	**$ 54,519**	**$ 5,448**	**$ 49,071**
Term # of Years:	**3**		

Tyler Annual Services

Description	List Price	Discount	Annual
ERP Pro			
Other Services			
Tyler University	$ 1,976	$ 198	$ 1,778
TOTAL:	**$ 1,976**	**$ 198**	**$ 1,778**

Tyler Fees per Transaction

Description	Net Unit Price
ERP Pro	
ERP Pro 10 Financial Management Suite	
AP Automation	$ 0.00
ERP Pro 10 Customer Relationship Management Suite	

Tyler Fees per Transaction

Description	Net Unit Price
Miscellaneous Payments	$ 1.25
Tyler One	
Notify	
Notifications for Utilities	$ 0.10

Payments

	Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus										
Tyler One										
Utility Access Payments Bundle	Utility Billing				2.00%			X	X	
Payments - Payer Card Cost - Service Fees										
Tyler One										
ERP Pro Payments	Permits		3.75%	$ 2.50				X	X	
ERP Pro Payments	Miscellaneous		3.75%	$ 2.50				X	X	
Payments - Other Fees										
Tyler One										
Client eCheck Cost	Utility Billing	$ 1.95								
eCheck Rejects		$ 5.00								
Credit Card Chargebacks		$ 15.00								

Payer Card Cost	per card transaction with Visa, MasterCard, Discover, and American Express when applicable.
Client Card Cost - Interchange Plus	per card transaction with Visa, MasterCard, Discover, and American Express, when applicable, for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.
Client eCheck Cost	Per electronic check transaction.
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
eCheck Rejects	When an eCheck transaction comes back as declined (e.g bounced check)

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
PCI Service Fee (Per Device)	1	$ 0	$ 0	$ 180
Payments EMV Card Reader Purchase	1	$ 529	$ 529	$ 0
TOTAL:			**$ 529**	**$ 180**

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	324	$ 46,980
Project Management	1	$ 1,950
Data Conversion Services		$ 7,500
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	230	$ 33,350
Project Management	1	$ 1,750
Data Conversion Services		$ 6,500
Content Manager Suite		
Professional Services	40	$ 5,800
TOTAL:		**$ 103,830**

Summary	One Time Fees	Recurring Fees
Total SaaS		$ 49,071
Total Third Party Hardware, Software, Services	$ 529	$ 180
Total Tyler Services	$ 103,830	$ 1,778
Summary Total	**$ 104,359**	**$ 51,029**

Optional Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Tyler One			
My Civic Suite			
My Civic Utility Access Interface	$ 0	$ 0	$ 0
My Civic Pro	$ 8,700	$ 870	$ 7,830
ERP Pro			
ERP Pro 10 Financial Management Suite			
Purchasing	$ 4,457	$ 446	$ 4,011
Accounts Receivable	$ 3,891	$ 389	$ 3,502
TOTAL:	**$ 17,048**	**$ 1,705**	**$ 15,343**

Optional Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	44	$ 6,380
My Civic Suite		
Project Management	1	$ 250
Professional Services	60	$ 8,700

Optional Services		
Description	Hours/Units	Extended Price
TOTAL:		**$ 15,330**

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Core Financials	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
Utility Access	Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).
Utility Billing Water/Gas	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
Invoice Approvals	Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.
Identity Workforce Advanced [10]	Tyler's Identity Workforce currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS Fees are based on user counts. Year one

SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.

Miscellaneous Payments Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The payments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a per transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user at time of payment.

Notifications for Utilities Notification for Utility Access includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.

ERP Pro Payments An annual PCI compliance fee in the amount of $99 and a monthly Gateway fee in the amount of $10 will be billed per merchant account.

Utility Access Payments Bundle The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates). An annual PCI compliance fee in the amount of $99 and a monthly Gateway fee in the amount of $10 will be billed per merchant account.

Financial Management Data Conversion Financial Management conversion includes Chart of Accounts, General Ledger, and Accounts Payable. Prior fiscal year balances, current fiscal year balanced transactions, and unlimited unbalanced transaction history are also included.

Human Resources Management / Payroll Data Conversion Human Resources Management conversion includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history.

Utilities Data Conversion Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.

AP Automation AP Automation pricing quoted reflects processing via check or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure and to agree to terms: https://www.tylertech.com/client-terms/ap-automation-payment-terms-of-use

Preliminary Quote Estimate

City of Lake Elmo

Prepared by Civic Systems, LLC

Civic Systems, LLC
P.O. Box 7398
Madison, WI 53707-7398
Phone: 888.241.1517
mlaesch@civicsystems.com
www.civicsystems.com

January 2, 2025

1. Payment Terms

The total fees for Software and Services are estimated to be **$139,600** as set forth in following section. The Client agrees to the following Payment Terms.

A. Civic shall invoice Client **$69,800** upon the effective date.
B. Civic shall invoice Client **$69,800** after training.
C. Civic shall invoice Client fees for all other Services, plus all expenses, if and as provided/incurred.

2. Investment Summary

The following Investment Summary reflects an estimated range of costs related to the Software and Services. Detailed costs are provided in Attachment A – Cost Detail

	Investment
Connect License Fees (5 Concurrent)	$ 80,800
Setup/Conversion Estimate	35,700
Training	23,100
Sub-total	**139,600**
ANNUAL SUPPORT TOTAL (Software For Life)	$ **24,095**
ANNUAL HOSTING FEES (Up to 5 Named Users)	$ **5,520**

*Above amounts do not include travel costs. Travel costs will be invoiced as incurred and are estimated below. Mileage will be invoiced at the federally mandated mileage rate currently at $0.68 per mile for round trip travel. Hotel will be invoiced for the amount incurred by Civic staff. Civic's staff stays at a Holiday Inn or equivalent. Hotel rates vary; we estimate those rates to be $170 nightly. Meals are invoiced as actual with a daily maximum of $35.

Travel cost estimates are based on six (6) round trips and 20 overnights. Only needed if training is onsite.

Mileage (6) 504 mile round trips @ $0.68/mile)	$ 2,056
Hotel (20 nights at $170/night)	3,400
Meals (20 days at $35/day)	700
TOTAL INVESTMENT	$ **6,156**

Detailed Module Costs

SELECTED MODULES (Included in the estimate)

Selected Product Descriptions	License Fee Purchase Price	One-Time conversion / setup	Training Cost	Year one Total w/o Support	Annual Fees*
5 Concurrent User Licenses	$ 0	$ 0	$ 0	$ 0	$ 0
Accounts Payable with ACH	5,500	900	900	7,300	1,650
miExcel AP	FREE	Included	Included	Included	FREE
Accounts Receivable	5,500	1,200	1,200	7,900	1,650
Cash Receipting	4,500	600	900	6,000	1,125
Web Services and Payment Import	Included	Included	Included	Included	Included
Community Portal (Online Payment Portal)	3,500	1,800	600	5,900	1,125
Utility Billing and Miscellaneous	Included	Included	Included	Included	Included
Accounts Receivable	Included	Included	Included	Included	Included
Custom Forms	2,000	2,400	1,200	5,600	600
Fixed Assets	3,500	1,200	600	5,300	1,050
General Ledger	7,000	2,400	2,400	11,800	2,100
Activity Reporting	Included	Included	Included	Included	Included
Bank Rec	Included	Included	Included	Included	Included
Budgeting	Included	Included	Included	Included	Included
miExcel GL	Included	Included	Included	Included	Included
miViewPoint (Hosted)	4,500	1,200	1,200	6,900	1,350
miAP Workflow	4,500	1,200	1,200	6,900	1,350
miAR and miCR	Included	Included	Included	Included	Included
miBudget	2,000	600	600	3,200	600
miOpen Enrollment	3,000	600	600	4200	900
Payroll with Direct Deposit	9,900	4,500	3,600	18,000	2,975
ACA Reporting	Included	Included	Included	Included	Included
Electronic Submittals (State and Feds)	Included	Included	Included	Included	Included
miPay Online (Employee Portal) (Hosted)	FREE	Included	Included	Included	FREE
miTime (Remote Time Entry) (Hosted)	4,500	1,200	1,200	6,900	1,350
Special Assessments	4,500	1,200	1,200	6,900	1,350
Utility Billing	13,400	9,000	4,800	27,200	4,020
Direct Pay	Included	Included	Included	Included	Included
Electronic Read Interface	Included	Included	Included	Included	Included
Service Orders with Mobile	3,000	900	900	4,800	900
Tax Certification	Included	Included	Included	Included	Included
Implementation Project Management	--	4,800	--	4,800	--
Hosted (5 Named Users)	--	--	--	--	5,520
TOTALS COSTS	**80,800**	**35.700**	**23,100**	**139,600**	**29,615**

*First Year Annual Support Fees are prorated based on your Go-Live date.

OPTIONAL MODULES (Not Included in the agreement)

Optional Product Descriptions (Not Selected)	License Fee Purchase Price (7 Concurrent Users)	One-Time conversion/ setup	Training Cost @ $1,200/Day	Year one Total w/o Support	Annual Fees
Hosted (Additional Named Users/Each)	--	--	--	--	720

*Above amounts include the discount provided.