

RESOLUTION NO. 4397

A RESOLUTION APPROVING AN AGREEMENT WITH “BILLING DOCUMENT SPECIALISTS” FOR WATER AND SEWER BILLING SERVICES.

WHEREAS, the City of Miles City desires to enter into an agreement with Billing Document Specialists of Caldwell, Idaho, to assist in Water and Sewer billing;

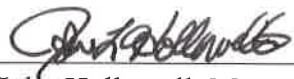
AND WHEREAS the obligations of the parties related thereto have been reduced to writing in the form of an “Electronic Payment and Print & Mail Service Agreement.”

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The “Electronic Payment and Print & Mail Service Agreement” between Billing Document Specialists and the City of Miles City, attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.


2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 13TH DAY OF APRIL, 2021.



John Hollowell, Mayor

ATTEST:



Mary Rowe, City Clerk



915 Main Street, Suite 1000
Caldwell, ID 8305
208-459-3611, Fax 208-459-3680

Billing Document Specialists Electronic Payment and Print & Mail Service Agreement

THIS AGREEMENT is made by and between BILLING DOCUMENT SPECIALISTS, hereafter referred to as BDS, located at 915 Main Street, Suite 300, Caldwell, Idaho 83605, a corporation organized under the laws of the State of Idaho and The City of Miles City, MT, hereafter referred to as CLIENT. This agreement shall be subject to the following outlined, terms and conditions:

Summary List of Services:

- 1. Online Payments – Full Service w/eStatements**
- 2. Over-the-Counter Payments w/non UB**
- 3. IVR Payment/Alert System**
- 4. Statement Print & Mail**

Attached:

Scope of Service Documents for selected services

Terms:

Client agrees to pay BDS within 30 days of invoicing.

Finance Changes:

Client agrees to pay all charges for services or merchandise rendered by the invoice due date. A monthly service charge of (21% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. BDS is entitled to reasonable collection fees, attorney fees and other expenses incurred to collect all charges on the account(s).

BDS will have the right to withhold any processing while there is an unpaid delinquent balance.

Liability:

In the event that any information processed on behalf of Client by BDS is not accurate, and such inaccuracy causes the processed data to be unacceptable as a finished product, BDS will re-process such data at no additional charge, and no other liability is implied. It is expressly understood and agreed that BDS shall not be liable or responsible for any damages resulting in the delay in the processing of data or resulting from any unacceptable finished product processed by BDS. BDS's liability hereunder shall be limited to the additional

cost it incurs in re-process the mishandled data. BDS makes no other warranty expressed or implied for its services hereunder.

Indemnification:

BDS shall indemnify and save and hold harmless Client from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by BDS, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Client or its employees.

Independent Contractor:

In all matters pertaining to this agreement, BDS shall be acting as an independent contractor, and neither BDS nor any officer, employee or agent of BDS will be deemed an employee of Client. The selection and designation of the personnel of the Client in the performance of this agreement shall be made by the Client.

Attorney Fees:

Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

Time is of the Essence:

The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

Assignment:

It is expressly agreed and understood by the parties hereto, that BDS shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CLIENT.

Discrimination Prohibited:

In performing the Services required herein, BDS shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.

Reports and Information:

At such times and in such forms as the Client may require, there shall be furnished to the Client such statements, records, reports, data and information as the Client may request pertaining to matters covered by this Agreement.

Audits and Inspections:

At any time during normal business hours and as often as the Client may deem necessary, there shall be made available to the Client for examination all of BDS's records with respect to all matters covered by this Agreement.

Compliance with Laws:

In performing the scope of services required hereunder, BDS shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

Changes:

The Client may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of BDS's compensation, which are mutually agreed upon by and between the CLIENT and BDS, shall be incorporated in written amendments to this Agreement.

Termination:

If, through any cause, BDS, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if the Client Council determines that termination of this Agreement is in the best interest of Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to BDS of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. BDS may terminate this agreement at any time by giving at least a sixty (60) day notice to Client.

In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by BDS under this Agreement shall, at the option of the Client, become its property, and BDS shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Construction and Severability:

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

Approval Required:

This Agreement shall not become effective or binding until approved by BDS and the Client.

Governing Law and Forum:

This Agreement will be governed by the laws of the State of Idaho, and constitutes the complete and exclusive statement of this Agreement between the parties which supersedes all proposals, written or oral, and all other communications between the parties related to the subject of this Agreement. The parties agree that all state court legal matters shall be commenced and litigated in Canyon County, Idaho, and all federal court matters shall be commenced and litigated in Boise, Idaho. Each party hereby waives any right to bring a cause of action in any other venue, court or geographic location.

Term of Contract:

The term of this agreement shall be 03/23/2021 to 03/22/2022. At the end of this period, the agreement may be renewed with reviews by both parties. The signatures below indicate acceptance of the agreement.

Acceptance for Services:

*Initial all services requested

- 1. **ONLINE PAYMENTS FULL SERVICE** PH
Including the selected additional services:
E Statements: PH
Auto Reoccurring Payments PH
- Or -
- 2. **EXPRESS ONLINE PAYMENT ONLY** _____
Including the selected additional services:
Web Posting _____
- 3. **OVER THE COUNTER (OTC) PAYMENTS** PH
Ingenico IPP320 EMV credit card readers (optional) PH Qty 1
- 4. **NON-UB payments (other departments)** PH
Ingenico IPP320 EMV credit card readers (optional) _____ Qty _____
- 5. **INTERACTIVE VOICE RESPONSE (IVR) SERVICES**
 - a. Incoming Payments PH
 - b. Shut-Off Reminder PH
 - c. Call Campaign/Alert Messaging PH

Merchant Services Options:

Revenue Neutral – Consumer pays convenience fees PH
Traditional Merchant Service, Client pays payment processing fees _____

BDS Customer Service:
This service is available between 8 AM and 5 PM mountain time Monday thru Friday except posted holidays.
BDS is happy to assist our clients with any questions or issues. Send emails to csteam@valli.com or call toll-free 877-595-1957.

Due to the nature of our business; we ask that client staff members do not instruct client customers to contact the CS team directly. The CS team will not accept phone calls direct from the client's customers. Client staff members should contact the CS team for assistance in resolving client customer issues. Please be prepared to provide the client customer's account number and contact information should our team member deem it necessary to contact the customer on the Client's behalf. If the client instructs customers to contact our CS Team directly, without prior discussion and approval, the client could be subject to a \$75.00 per hour minimum charge.

Agreement Signature Page

CITY OF MIDAS CITY
Client Business Name

John Harowitz
Please Type or Print Authorizing Party Name

[Signature]
Signature

4/13/21
Date

Acceptance for Billing Document Specialists

[Signature]
Robert Jenkins, President

4/22/21
Date