

**CITY OF WILLIAMSPORT, PA**  
**RESOLUTION**

RESOLUTION # 8922

DATE 8-29-19

TITLE

**AGREEMENT WITH BUSINESS INFORMATION GROUP (BIG)**

**BE IT HEREBY RESOLVED** by the City Council of the City of Williamsport that the "Software Lease Agreement" attached hereto with Business Information Group, Inc. ("BIG") to provide software for business privilege, mercantile, and local service tax collections is hereby approved and the appropriate officials are hereby authorized and directed to execute said agreement.

Janice M. Franke  
City Clerk

Approved

Michael J. Allison  
President



CITY OF WILLIAMSPORT  
OFFICE OF THE TREASURER

## MEMORANDUM

**Date:** 23 July 2019  
**To:** Williamsport City Council  
Gabriel J. Campana, Mayor  
**CC:** City Solicitors  
Margret Woodring, Controller  
**From:** Nicholas Grimes, Treasurer  
**Subject:** Tax Collection Software

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Members of Council,

Attached is a resolution authorizing the City of Williamsport to contract with Business Information Group (BIG) for tax collection software and support.

This contract will allow the City Treasurer's office to begin collecting business privilege, mercantile and local services tax in-house, as previously discussed with each member of council. Our office will then be equipped to collect taxes more efficiently, collect more delinquencies, and provide better customer service to the tax payers compared to our current 3<sup>rd</sup> party collector.

I have chosen Business Information Group to provide this software for a variety of reasons. First and foremost are their references. Each of the other Act 511 tax collection software packages had mixed reviews. BIG came highly recommended by all municipalities and tax bureaus. The WASD tax office also uses this software for county-wide EIT collections. We would have the ability to integrate with the EIT records for better discovery and auditing of tax rolls leading to higher collections. Finally, I have chosen BIG because of their resources with the York Adams Tax Bureau (YATB). YATB is one of the largest non-profit tax bureaus in PA collecting EIT and other Act 511 taxes for nearly all municipalities in York and Adams county. They have BIG developers on staff that continually work to grow and update the BIG software which benefits all other municipalities using this software. They have annual meetings with the users of the software to go over suggestions, ideas, and problems. Al Timko, the director of YATB, has hosted me at his offices, shown me live demos of how the software works and provided me with resources and connections for printing, legal services, and tax advice. This resource will provide beneficial to the City of Williamsport in our endeavors to collect taxes more efficiently with the best customer service.

Please call or e-mail me if you have any questions.

Thank you for your consideration,

**Nicholas Grimes, PQMC**  
Williamsport Treasurer & Tax Collector  
Phone: 570 327 7521  
Fax: 570 327 7537  
Treasurer@Cityofwilliamsport.org

City Hall - P.O. Box 1283 - 245 W. Fourth Street  
Williamsport, PA 17703  
Phone 570-327-7520 - Fax 570-327-7537



WHERE TECHNOLOGY  
NEVER STOPS ○○○

## SOFTWARE LEASE AGREEMENT

This SOFTWARE LEASE AGREEMENT ("Agreement") is entered into, by and between Business Information Group Inc., a Pennsylvania corporation located at 156 North George Street, York PA 17401 (" Lessor" ), and City of Williamsport located at 245 West Fourth Street, Williamsport, PA (" Lessee" ), to lease its Software Product set forth in below ("Software Product Description"). Effective this 1st of October, 2019 upon the terms and conditions hereinafter set forth, for the consideration stated herein.

### Software Product Description

#### BIG BackOffice Tax System Modules:

- Mercantile and Business Privilege
- Local Services Tax
- Cash Management

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|--|--|
| <b>Number of Seats:</b>                  | 3 (access locations or users set up for your system)                       |
| <b>Initial Lease:</b>                    | 18 Months (10/01/2019 through 03/31/2021)                                  |
| <b>No. of Initial Lease Payments:</b>    | 1 <i>Invoiced Sept 2019</i>  |
| <b>Initial Lease Payment Amount:</b>     | \$ 4,500.00 <i>(May be prorated if software is not ready by 10/1/2019)</i> |
| <b>Subsequent Lease:</b>                 | 2 years (04/01/2021 - 03/31/2022, 04/01/2022 - 03/31/2023)                 |
| <b>No. of Subsequent Lease Payments:</b> | 2 <i>Invoiced yearly in March</i>  |
| <b>Subsequent Lease Payment Amount:</b>  | \$ 3,000.00  |

## TERMS AND CONDITIONS

### RESTRICTIONS

Lessee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Lessor; provided that Lessee may make one copy of the Software for backup or archival purposes.

### RIGHT OF INSPECTION

Lessor, its agents and representatives shall have the right at any time during usual business hours to inspect the Software and verify that Lessor is honoring the above listed license restrictions. In the event that Lessor is utilizing licenses over and above the License Count, Lessor has the right to immediately amend this Agreement for the cost of the additional licenses and invoice Lessor for the computed increase of the Lease Payment Amount.



156 N. George Street, York, PA 17401  
877.508.9983 | 717.854.9983

[BUSINESSINFORMATIONGROUP.COM](http://BUSINESSINFORMATIONGROUP.COM)

## LIMITED WARRANTY

The Software is provided "AS IS" without warranties, express or implied, or representations of any kind whatsoever. In particular but without limitation there shall be no warranties of merchantability or of fitness for a particular use.

To the fullest extent permissible under applicable law, in no event will Lessor or anyone else be liable to Lessee or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of Lessee's use of or access to the Software (including but not limited to loss of profits, lost savings, loss of data, or other special incidental or consequential damages arising out of Lessee's use or inability to use the Software and damages that may result from inaccuracy, incompleteness, inconvenience or delay), even if the Lessor shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Lessor shall have no responsibility or liability to Lessee or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this Agreement or terms and conditions related thereto.

IN THE EVENT A DEFECT IS DISCOVERED WITHIN THE SOFTWARE, LESSEE'S SOLE REMEDY SHALL BE THAT LESSOR SHALL CORRECT THE DEFECT AND UPDATE LESSEE'S COPY OF THE SOFTWARE.

## TERM AND RENEWAL

The term of this Lease shall commence on the effective date as set forth above and shall automatically renew one year after the effective date. Lessee may request an annual renewal term of the lease, giving the Lessor a renewal request notice at least thirty (30) days prior to the expiration date of the current term. Lessor shall have the option to modify the Lease Payment Amount prior to a renewal term or to deny the renewal request with cause. Upon expiration of any Term of this Agreement, Lessee shall cease its usage of the Software and Lessor may disable Lessee's usage of the Software and/or remove the Software from Lessee's facility.

## TERMINATION

If Lessee fails to pay to Lessor the Lease Payment Amount as listed above within 30 days of the issuance of an invoice, Lessor may terminate this Agreement upon 30 days' notice to Lessee. Upon termination, Lessor may disable Lessee's usage of the Software and/or remove the Software from Lessee's facility.

## SOFTWARE ACCEPTANCE

Lessee's execution of this Agreement acknowledges that all Software set forth above was received and installed and is in good and operable condition and that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under this Agreement.

## PLACE OF USE

Lessee shall keep the Software at its place of business as specified above. Lessee covenants and agrees not to allow the use of the Software by other businesses, entities or individuals and that said Software shall be used only on the work stations authorized by this Lease. Lessee further covenants and agrees not to copy, rent, sublease, license, transfer, donate, commercially exploit, reverse engineer, decompile, disassemble (or allow the same to occur) the Software, or any part thereof.

## TITLE

Lessor retains all ownership and intellectual property rights to the Software. All of the Software shall remain personal property and the title thereto shall remain with the Lessor at all times. Lessee shall keep the Software free from any and all judgments, liens and encumbrances. Lessee shall give Lessor immediate notice of the attachment or other judicial process; lien or encumbrance affecting the Software and shall indemnify and save Lessor harmless of and from any loss or damage caused thereby. Oracle retains all ownership and intellectual property rights to the Oracle Database Application. The Oracle database and its' data remains the property of the City even beyond the end of the contract.

## **CONFIDENTIALITY**

During the course of this Agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between Lessor and Lessee. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.

## **NON-WAIVER**

Lessor's failure at any time to require strict performance from Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and not alternative.

## **POSSESSION OF SOFTWARE**

Lessor covenants to and with Lessee that Lessor is the lawful owner of said Software and that conditioned upon Lessee's performance of the conditions herein, Lessee shall peacefully and quietly hold and use the Software during the term of this Lease without hindrance.

## **GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

## **NO ASSIGNMENT**

Neither this Agreement nor any interest in this Agreement may be assigned by Lessee without the prior express written approval of Lessor.

## **FINAL AGREEMENT**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

## **SEVERABILITY**

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## **HEADINGS**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

## **ORACLE**

In the event that the Oracle Database application has been licensed to the Lessee under this Agreement or other agreement between Lessee and Lessor, the Oracle Corporation ("Oracle") is designated as a third-party beneficiary of this Agreement. In the event that the Oracle Database application has been licensed to the Lessee under this Agreement or other agreement between Lessee and Lessor, Lessee's usage of the Oracle Database Application is restricted and may only be used in conjunction with the Software provided by Lessor.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound, being duly authorized, have executed this Agreement, as of the day and year first above written.

**Business Information Group, Inc.**

By:

\_\_\_\_\_  
*Authorized Signature*

Name:

James Tyndall  
\_\_\_\_\_  
*Print*

Title:

\_\_\_\_\_  
Date: \_\_\_\_\_

**City of Williamsport**

By:

\_\_\_\_\_  
*Authorized Signature*

Name:

\_\_\_\_\_  
*Print*

Title:

Mayor  
\_\_\_\_\_

Date:

\_\_\_\_\_

Signature (Controller): \_\_\_\_\_

Date: \_\_\_\_\_