

 ST. CHARLES <small>S I N C E 1 8 3 4</small>	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Recommendation to Approve Entering into an Agreement with New World Systems (NWS) Corporation for Standard Software Maintenance					
	Presenter:	Chief Lamkin					
Please check appropriate box:							
	Government Operations		X	Government Services 03.25.13			
	Planning & Development			City Council			
	Public Hearing						
Estimated Cost:	\$ See attached outline	Budgeted:	YES	X	NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>The Police Department utilizes a records management system with New World Systems under an Intergovernmental Agreement with the cities of Geneva and Batavia. In addition to the records management system itself, the Police Department also uses client software within the police facility and mobile units in the field. This includes the mobile field reporting, upload and reporting compliance software, and mug shot image software. All of these systems require a maintenance agreement, as attached. This is a five year agreement with the fee schedule outlined within. This is budgeted in the Police Department budget.</p>							
Attachments: <i>(please list)</i>							
Fee schedule							
Recommendation / Suggested Action <i>(briefly explain):</i>							
Recommend approval of a Software Maintenance Agreement with New World Systems at a cost of \$16,945 for FY 2013/2014.							
For office use only:		Agenda Item Number: 5.a					

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **St. Charles, IL Police Department** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 2/1/13 to (end date) 1/31/18.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Server

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. Aegis® Law Enforcement Records Software	1
2. Aegis® Data Analysis/Crime Mapping/Mgt Reporting	1
3. Aegis® Mobile Client Laptop Software	4

**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
2/1/2013 to 1/31/2014	\$16,945	1/15/2013
2/1/2014 to 1/31/2015	\$16,945	1/15/2014
2/1/2015 to 1/31/2016	\$17,284	1/15/2015
2/1/2016 to 1/31/2017	\$17,630	1/15/2016
2/1/2017 to 1/31/2018	\$17,982	1/15/2017

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: St. Charles, IL Police Department

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

St. Charles, IL Police Department

Licensed Application Software

At January, 2013

1. **Aegis® Law Enforcement Records Software**
 - Additional Records MSP Users 30 User(s)
2. **Aegis® Data Analysis/Crime Mapping/Mgt Reporting**
 - Analysis Base With One Application
3. **Mobile Client Laptop Software**
 - LE Field Reporting 23 User(s)
 - Mobile Upload of Field Reports 23 User(s)
 - LE Field Reporting Compliance 23 User(s)
 - Mugshot Images Download 19 User(s)