

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation** (New World) and the **Villages of Wilmette and Winnetka, IL** (**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) 11/1/13 to (end date) 10/31/18.

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.
- (f) Emergency 24-hour per day telephone support, for Aegis CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Aegis CAD phone support will be provided via beeper and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
- (g) Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

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 ® Computer Aided Dispatch (CAD)	12
2. Aegis ® Law Enforcement Records Software	20
3. Aegis ® Public Safety Interface Software	4
4. Aegis ® Data Analysis/Crime Mapping/Mgt Reporting	1
5. Aegis ® Mobile Management Server Software	3
6. Aegis ® Mobile Software on the RS6000	4
7. Aegis ® Mobile Client Laptop Software	9
8. Aegis ® Mobile Software on the 400 or MSP Server	2
9. Aegis ® ESRI Embedded Applications - Upgrades	2

**ANNUAL
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
11/1/2013 to 10/31/2014	\$63,118	10/15/2013
11/1/2014 to 10/31/2015	\$65,012	10/15/2014
11/1/2015 to 10/31/2016	\$66,962	10/15/2015
11/1/2016 to 10/31/2017	\$68,970	10/15/2016
11/1/2017 to 10/31/2018	\$71,039	10/15/2017

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 ^{Thirty (30)} FIFTEEN (15) DAYS FROM BILLING DATE.

Illinois Fair Payment Act

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: Village of Wilmette, IL

Name: *Steph Rayner*

Title: Procurement Specialist

Date: 11-20-2013

P.O. # 13400007

ACCEPTED BY:

Customer: New World Systems Corporation

Name: *J. J. [Signature]*

Title: CFO

Date: 11-25-13

~~Customer: Village of Winnetka, IL
Name: _____
Title: _____
Date: _____~~

SWC

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.

Wilmette-Winnetka, IL

Licensed Application Software

At October, 2013

1. Aegis® LE CAD - Multi Jurisdiction MSP

- LE CAD - Multi Jurisdiction MSP
 - Base
 - CAD Messaging Module
 - Call Scheduling Module
 - Call Stacking Module
 - Dispatch Questionnaire Module
 - Geo-File Verification Module
 - Hazard and Location Alerts Module
 - Interface to Aegis® Law Enforcement Records Module
 - Note Pads Module
 - Unit Control Panel Module
 - Unit Recommendation Module
- CAD Mapping MSP

2. Aegis® LE Records Multi-Jurisdictional Base MSP

- LE Records Multi-Jurisdictional Base MSP
 - Base
 - Accidents Module
 - Arrest Module
 - Business Registry Module
 - Case Processing Module
 - Computer Aided Investigations Module
 - Federal Reports (UCR/IBR) Module
 - Geo-File Verification Module
 - Impounded Vehicles Module
 - Incident Tracking Module
 - Jacket Processing Module
 - Personnel / Education Module
 - Property Module
 - Traffic Tickets and Citations Module
 - Wants and Warrants Module
- LE Records Federal & State Compliance MSP
- Bicycles MSP
- Alarms Tracking and Billing MSP
- Additional Records MSP View/Inquiry Users
- Demographic Profiling Reporting MSP

3. Aegis® State/NCIC Interface MSP

- State/NCIC Interface MSP
- On-Line CAD Interface to State/NCIC MSP
- E-911 Interface MSP
- On-Line Global Subjects Interface to State/NCIC MSP

4. Aegis® Analysis Base With Two Applications

- Analysis Base With Two Applications

Wilmette-Winnetka, IL

Licensed Application Software

At October, 2013

5. **Field Reporting Server**
 - Field Reporting Server
 - Field Reporting Data Merge
 - Base CAD/NCIC/Messaging
6. **Base Message Switch to NCIC**
 - Base Message Switch to NCIC
 - New World CAD Interface for Aegis/MSP
 - Mobile Upload Software
 - AVL Interface
7. **LE State/NCIC via Switch**
 - LE State/NCIC via Switch 30 User(s)
 - LE Field Reporting 30 User(s)
 - LE Accident Field Reporting 30 User(s)
 - Mobile Upload of Field Reports 30 User(s)
 - LE CAD Via Switch 30 User(s)
 - LE Accident Field Reporting Compliance 30 User(s)
 - LE Field Reporting Compliance 30 User(s)
 - In Car Mapping 30 User(s)
 - New World AVL 30 User(s)
8. **AVL CAD Interface**
 - AVL CAD Interface
 - MDT/MCT Base CAD/RMS Interface
9. **Aegis® ESRI Embedded Applications**
 - Mobile In-Car Mapping Integration
 - ArcGIS Standard Enterprise Server Integration



Village of Wilmette
 1200 Wilmette Avenue
 Wilmette, Illinois 60091-0040
 (847) 251-2700

Vendor Copy

Purchase Order

Fiscal Year 2013

Page 1

Bill To

Village Hall - Finance
 1200 Wilmette Avenue

Wilmette, IL 60091

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
 Purchase Order # **13400007-00**

Vendor

NEW WORLD SYSTEMS
 888 W BIG BEAVER, SUITE 600
 TROY, MI 48084

Ship To

Police Department
 710 Ridge Road
 Wilmette, IL 60091

Price is F.O.B. Wilmette unless otherwise indicated.

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference			
248-269-1000				13400008					
Date Ordered		Vendor Number		Date Required		Freight Method/Terms		Department/Location	
11/19/13		001107						POLICE OPER. - PUB. SAFETY	
Item#	Description/Part No.	Unit/Qty	Cost Each	Extended Price					
001	Standard Software Maintenance Agreement for Computer Aided Dispatch & related software modules. Per your quotation as dated 10/31/2013 from Mike McKee to our Kyle Perkins. This contract covers the period of 11/1/2013 to 10/31/2018. Payment schedule is as follows. Period Amount 11/1/2013 to 10/31/2014 \$63,118.08 11/1/2014 to 10/31/2015 \$65,012.00 11/1/2015 to 10/31/2016 \$66,962.00 11/1/2016 to 10/31/2017 \$68,970.00 11/1/2017 to 10/31/2018 \$71,039.00 These prices firm for the duration of the contract. This P.O. covers year one of the agreement.	1.00 Each	63118.00000	63,118.00					
			PO Total	63,118.00					

- Invoice each shipment separately on date of shipment and send only to this office.
- Invoice should show (A) our order number (B) how shipment was made.
- All shipments shall be made F.O.B. Wilmette, Illinois.
- All material furnished must be subject to the inspection and approval of the Village after delivery at destination.
- The right is reserved to reject all overshipments, and cancel this order if not filled within a reasonable time.
- Acceptance of this purchase order assures the buyer that the seller has completely complied with all applicable Fair Employment Practice Laws.
- Send invoice to: Village of Wilmette, Finance Department, Village of Wilmette, 1200 Wilmette Ave, IL 60091-0040

Steph L... 11-20-2013
 Purchasing Agent

**SUMMARY OF ACTION TAKEN AT THE WILMETTE
VILLAGE BOARD MEETING HELD NOVEMBER 12, 2013.**

The Village Board

1. Granted variations and/or special use to:

- 1189 Wilmette Avenue for a personal service establishment (UPS Store).
- 2347 Thornwood Avenue to permit the construction of a one-story addition.
- 1247 Chestnut Avenue for a detached garage.
- 701 Locust Road, Regina Dominican High School to display more than one permanent sign along Locust Road.

2. Approved:

- Contract at a rate of \$9.90 per square yard of sod with KGI Landscaping, Skokie IL for parkway restoration.
- Five year contract in an amount not to exceed \$335,101 with New World Systems Inc., Troy, MI for computer aided dispatch software support and licensing.

3. Adopted:

- Ordinance #2013-O-65 amending Chapter 20, Article 9, "Sign Ordinance", Appendix A, "Plaza del Lago Local Sign Ordinance," of the Wilmette Village Code.
- Ordinance #2013-O-69 repealing the Village of Wilmette Cable Communications Ordinance.
- Ordinance #2013-O-70 granting a cable television franchise to Comcast of Illinois VI, LLC.
- Resolution #2013-R-42 establishing an Ad Hoc Committee for private funding of the Housing Assistance Program.



DATE: November 6, 2013

TO: Timothy J. Frenzer, Village Manager

FROM: Peter Skiles, I.T. Director / Deputy Director of Finance
Brian King, Chief of Police

SUBJECT: New Five Year Contract with New World Systems for Computer Aided Dispatch Software Support and Licensing

Recommendation

Approval of new five-year contract in an amount not to exceed \$335,101 with New World Systems, Inc., Troy, MI, for a Standard Software Maintenance Agreement (SSMA) covering the Computer Aided Dispatch, Records Management and Mobile Squad Car Reporting systems.

Background

In an effort to reduce costs, the Village of Wilmette and the Village of Winnetka launched a joint computer system in November of 2007 that incorporated a Computer Aided Dispatch system (CAD), Records Management System (RMS) and a Mobile Squad car reporting system. New World integrates data from the 9-1-1 phone system, dispatches and monitors police calls for service and provides a mobile computer reporting platform.

Support services include unlimited service calls to ensure smooth operation of all modules in use by the Village. The licensing agreement includes immediate access to all software updates as they become available. Per the contract executed with New World Systems in 2007, each year the Village must pay a software maintenance fee in order to utilize the software and database. The current contract expired on October 31, 2013.

Discussion

The current contract expired on October 31, 2013. Upon expiration of the agreement, staff negotiated the five-year contract in the total amount of \$335,101.

Because the Village purchased and operates the CAD system in partnership with Winnetka, an Intergovernmental Agreement (IGA) was executed which specifies the manner in which the system maintenance costs are divided. The maintenance costs between Wilmette and Winnetka are allocated based on population and calls for service. Per the terms of the IGA, the formula is recalculated every calendar year. Therefore, the Village's portion of the support expense is estimated. It is estimated that the Village's share in 2014 will be approximately 60% of the total annual expense. The contract includes 3% annual increases and the amounts are shown below.

Annual Cost	Estimated Wilmette Share (60%)	Estimated Winnetka Share (40%)
\$ 63,118	\$ 37,871	\$ 25,247
65,012	39,007	26,005
66,962	40,177	26,785
68,970	41,382	27,588
71,039	42,623	28,416
\$ 335,101	\$ 201,060	\$ 134,041

The contract amount of \$335,101 is the full amount for both Wilmette and Winnetka as Wilmette is the principal payer and receives reimbursement from Winnetka. The Village of Winnetka is in agreement on the terms of this multi-year support agreement and is also planning to approve their share of the contract.

Budget Impact

\$49,350 was allocated in the FY 2013 budget for software support (account 11434020-421510). Wilmette's share of this cost is estimated at \$37,300 or \$12,000 under budget. Future year budgets will be adjusted downward to reflect the support expenses being specified in the contract.