

Resolution # 11-1

WHEREAS, the Sangamon County Information Systems Department (IS Dept) is responsible for the operation of the County Network and the various programs that run on the network, including the New World Systems financial software; and,

WHEREAS, the New World Systems financial software package has an annual maintenance agreement that provides us with periodic software updates, documentation, 1-800 telephone support, and allows us to participate in New World Systems User Group Meetings; and,

WHEREAS, the County relies on this software program to maintain its financial information;

NOW, THEREFORE, BE IT RESOLVED by the Sangamon County Board, in session this 9th day of December, 2008 the County Board Chairman is authorized to enter into the attached maintenance agreement with New World Systems for the provision of maintaining our financial system software package.

Wayne E. Rovey
Wayne E. Rovey, Director
Sangamon County Information Systems Department

Building & Grounds

Finance Committee

Rosemarie Long, Chairman
[Signature], Member
[Signature], Member
Andy Musgrave, Member
[Signature], Member
_____, Member
_____, Member

[Signature], Chairman
[Signature], Member
[Signature], Member
[Signature], Member
[Signature], Member
[Signature], Member
[Signature], Member
Rosemarie Long

RECEIVED
DEC 03 2008
Joe Aiello
Sangamon County Clerk

RECEIVED
NOV 24 2008
Paul Palazzolo
SANGAMON COUNTY AUDITOR

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation (New World)** and **Sangamon County, Illinois (Logos) (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 one (1) year from (start date) 12/1/08 to (end date) 11/30/09.

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. Exhibit B of your original License Agreement has a description of support services available.

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 Exhibit B hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. (Any Exhibit B support or service hours and travel costs incurred are billed weekly for the previous calendar week.) 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) using Exhibit B Support Services.

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 IBM AS/400-2179

New World agrees to provide software maintenance at the costs listed below for the following **New World** Licensed Standard Software packages installed at **Customer's** location:

| <u>Application Package</u> | <u>Number of Modules</u> |
|--|--------------------------|
| 1. Logos ® Financial Management Software | 11 |
| 2. Logos ® Human Resources Software | 3 |
| 3. Logos ® Logos Graphical User Interface | 2 |

ANNUAL
MAINTENANCE COST: See Below

| <u>Period Covered</u> | <u>Annual Amount</u> | <u>Billing Date</u> |
|-------------------------|----------------------|---------------------|
| 12/1/2008 to 11/30/2009 | \$46,640 | 11/15/2008 |

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.

9. 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: Sangamon County, Illinois

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.

Sangamon County, IL (Logos)

Licensed Application Software

December, 2008

1. Logos® Financial Management Software

- Financial Management Base Package
 - Base
 - General Ledger Module
 - Budgetary Reporting Module
 - Annual Budget Processing Module
 - Requisition Processing Module
 - Purchasing Module
 - Accounts Payable Module
 - Revenue Accounting Module
- Financial Cash Register Interface
- Project/Grant Accounting
- Accounts Receivable

2. Logos® Human Resources Software

- Payroll with Base Personnel
- Advanced Personnel
- Position Control and Budgeting

3. Logos® Logos Graphical User Interface

- Graphical User Interface - Server
- Graphical User Interface - Clients

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