

RESOLUTION NO. 9-1

WHEREAS, On June 14, 2006 Sangamon County (the County) and the Sangamon County Emergency Systems Board (the ETSB) entered into an agreement with the New World Systems Corporation (New World) for the procurement of an integrated criminal justice system (ICJS), and

WHEREAS, the City of Springfield (the City) entered into a separate but similar procurement agreement at a later date, and

WHEREAS, a critical component of the ICJS is the Standard Software Maintenance Agreement (SSMA), which covers the standard software maintenance support services provided by New World, and


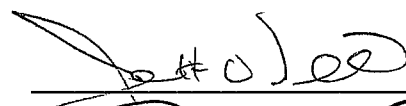
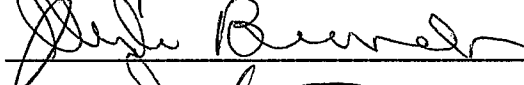

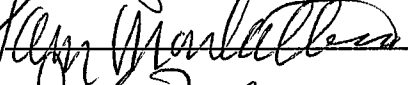
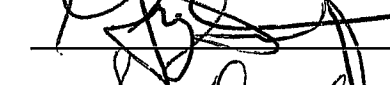
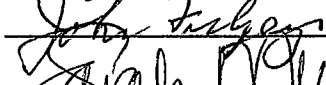
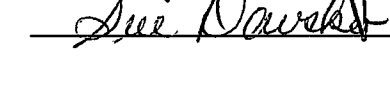
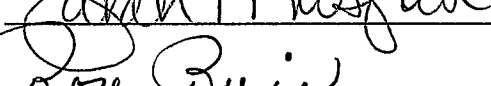
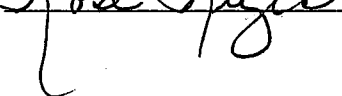
WHEREAS, the SSMA's between New World and the County, the City and the ETSB have expired, and

WHEREAS, the County, the City and the ETSB have concluded negotiations with New World on a new joint SSMA that will include all three entities, with terms and conditions that are acceptable to those involved in the negotiations, and

WHEREAS, a copy of the new five-year joint SSMA is attached, and

NOW THEREFORE BE IT RESOLVED, this 3rd day of September, 2013 the Sangamon County Board finds that a renewal of the SSMA with New World Systems Corporation is in the best interest of the health, safety and welfare of the citizens of Sangamon County.

RESPECTFULLY SUBMITTED

RECEIVED
AUG 23 2013
Paul Palazzolo
SANGAMON COUNTY AUDITOR

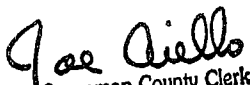
FILED
AUG 28 2013

Sangamon County Clerk

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation (New World)** and **County of Sangamon, Illinois, and the Sangamon County Emergency Telephone System Board collectively and individually, and the City of Springfield, Illinois (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 beginning on 1/1/13 (the start date) and ending on the same calendar date five (5) years after the start date.

The **Customer** shall have the option of purchasing after this five year maintenance agreement, additional periods of maintenance in renewal agreements of three (3) years or more. The maximum price for such additional maintenance and support renewal agreements shall not exceed the standard prevailing fees charged to any other customer for comparable services. Maintenance rate increases shall become effective only on the anniversary date of the SSMA renewal.

2. Services Include

The following services or features are available under this SSMA:

- a) Licensed Standard Software and upgrades, including new releases (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** except where new releases contain priority 1 errors that limit Customer's existing functionality or where new releases also contain implementation fees).
- 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 all modules listed herein, seven (7) days per week for Licensed Standard Software and enhancements in Exhibit G, #1(b). Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Aegis software phone support will be provided via beeper and a **New World** support representative will respond to software service calls within 30 minutes of call initiation.
- g) Updates as related to State/NCIC (LEADS).
- h) Includes integration of the embedded software that is a component of Exhibit A licensed software.

Items a, b, and c above will be distributed to **Customer** on magnetic media or other means, as appropriate. After installation, **Customer** shall return any magnetic media to **New World**.

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, excluding enhancements in Exhibit G #1(b), 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.

As required by City of Springfield Code Section 38.48, unless otherwise authorized by law, this **Agreement** does not authorize an expenditure of **Customer** funds in excess of the amount authorized by the Governing Boards of **Customer** unless said Governing Board specifically approves an additional expenditure incurred by **Customer**. **New World** agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the **Customer** exceeds the amount authorized by the Governing Board of **Customer**.

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 and Exhibit G, #1(b) does not conform to the current specifications set forth in the User Manuals or the original licensing agreement(s), **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it 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) (see Exhibit B of the original licensing agreement(s)).

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, excluding changes authorized by **New World**;
- 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 or the original licensing agreement(s).

In those instances where **Customer** documents discrepancies in the Licensed Standard Software (including Exhibit G and Exhibit K enhancements) and the corresponding user manuals, **New World** shall update the user manuals to correct the discrepancies.

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, including enhancements in Exhibit G #1(b), licensed by the Customer:

Modules Covered

See attached

**ANNUAL
MAINTENANCE COST: See Below**

Period Covered	Annual Amount			Total	Billing Date
	Sangamon County	Sangamon ETSB	Springfield		
1/1/2013 to 12/31/2013	\$249,874 **	\$44,640 *	\$235,318	\$529,832	12/15/2012
1/1/2014 to 12/31/2014	\$252,200	\$40,267	\$237,365	\$529,832	12/15/2013
1/1/2015 to 12/31/2015	\$262,288	\$41,878	\$246,859	\$551,025	12/15/2014
1/1/2016 to 12/31/2016	\$266,747	\$42,590	\$251,056	\$560,393	12/15/2015
1/1/2017 to 12/31/2017	\$271,281	\$43,314	\$255,324	\$569,919	12/15/2016

* This amount has already been paid. The balance for the remaining two parties will be payable upon execution.

** This amount has been partially paid in the amount of \$124,934. The remaining balance will be payable upon execution.

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) DAYS FROM BILLING DATE.

8. Non-funding Provision

In the event Customer does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the Customer shall have given New World written notice ninety (90) days prior to the anniversary date on which they are exercising the non-funding provision, and further provided that any other payments due to New World are fully paid, and further provided that New World's obligations and services under this SSMA shall also be terminated. Without Customer's fulfillment of the above provisions, Customer's obligation to pay New World the annual SSMA payments remains in effect through the expiration date of this SSMA Agreement.

9. Continuing SSMA Services if one or more of the three parties (County of Sangamon, Illinois, Sangamon County ETSB, or City of Springfield) in the ICA (Inter-governmental Cooperative Agreement) gives a non funding notice and is unable to make their SSMA payments.

In the event one or more of the parties to the SSMA gives notice under the non-funding provision of the SSMA (para. 8) or is otherwise in default, New World shall continue to provide the SSMA services to the other parties who have made SSMA payments and are not in default without penalty or additional payment. In no event shall the default or nonpayment of any one customer party to the contract be attributable to the other parties or result in a loss or diminishment of SSMA services to the other parties.

10. Obligations under Exhibit K to the Original License and Services Agreements

By executing this SSMA, the parties agree that all obligations required under Exhibit K to the original agreements have been met, are complete, accepted and that no other obligations there under are required, with the exception of supporting Exhibit K items that have been previously developed as Licensed Standard Software.

11. Terms and Conditions

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

ACCEPTED BY:

Customer: Sangamon County, IL

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

Customer: Sangamon County 911, IL

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

Customer: City of Springfield, IL

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 Sheriff Office

Licensed Application Software

March, 2012

1. Aegis® Law Enforcement Records Software

- LE Records Multi-Jurisdictional Base MSP
 - 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
- Field Investigations MSP
- Case Management MSP
- Pawn Shops MSP
- Civil Paper Tracking and Receipting
- Alarms Tracking and Billing MSP
- Activity Reporting and Scheduling MSP
- Property Room Bar Coding MSP
- Career Criminal Registry MSP
- Orders of Protection MSP
- Narcotics Management MSP
- Equipment Tracking MSP
- Vehicle Tracking MSP
- Gang Tracking MSP
- Demographic Profiling Reporting MSP

2. Aegis® Public Safety Interface Software

- State/NCIC Interface MSP
- On-Line CAD Interface to State/NCIC MSP
- On-Line Wants & Warrants Interface to State/NCIC MSP
- On-Line Property Checks Interface to State/NCIC MSP
- Identix Interface MSP
- On-Line Orders of Protection Interface to State/NCIC MSP
- Vine Interface MSP
- On-Line Global Subjects Interface to State/NCIC MSP

Sangamon County, IL Sheriff Office

Licensed Application Software

March, 2012

3. Aegis® Corrections Management Software

- Corrections Management Base MSP
 - Interface to Aegis® Law Enforcement Records Module
 - Bookings Module
 - Custody Tracking Module
 - Inmate Classification Module
 - Inmate Property Tracking Module
 - Inmate Tracking and Processing
- Federal & State Corrections Compliance MSP
 - Federal and State Corrections Reporting Module
 - FBI Fingerprint Card Module
 - State Fingerprint Card Module
- Bar Coding MSP

4. Aegis® Business Office Software

- Federal & State Bus.Office Compliance MSP

5. Aegis® Photo Imaging Software

- ID Badges MSP
- Digital Imaging MSP
- Public Safety Mug Shots/Line-Ups MSP
 - Digital Imaging

6. Aegis® Data Analysis/Crime Mapping/Mgt Reporting

- Analysis Base With Two Applications

7. Mobile Management Server Software

- Field Reporting Server 200 User(s)
- Field Reporting Data Merge 200 User(s)
- Base CAD/NCIC/Messaging 200 User(s)

8. Mobile Software on the RS6000

- Base Message Switch to NCIC
- RS/6000 State/NCIC Interface
- New World CAD Interface for Aegis/MSP
- Mobile Upload Software
- AVL Interface

Sangamon County, IL Sheriff Office

Licensed Application Software

March, 2012

9. Mobile Client Laptop Software

- LE State/NCIC via Switch 200 User(s)
- LE Field Reporting 200 User(s)
- LE Accident Field Reporting 200 User(s)
- Mobile Upload of Field Reports 200 User(s)
- LE CAD Via Switch 200 User(s)
- LE Accident Field Reporting Compliance 200 User(s)
- LE Field Reporting Compliance 200 User(s)
- Demographic Profiling Questionnaire 200 User(s)
- Mugshot Images Download 200 User(s)
- In Car Mapping 200 User(s)
- New World AVL 200 User(s)

10. Mobile Software on the 400 or MSP Server

- AVL CAD Interface 200 User(s)
- MDT/MCT Base CAD/RMS Interface 200 User(s)

11. Aegis® Aegis Link Software

- JL Consolidated Search Server
- JL Additional New World Search Engine/ORI

12. Aegis® Site License

- Site License

13. Aegis® ESRI Embedded Applications - Upgrades

- CAD Mapping Integration 2 User(s)
- Mobile In-Car Mapping Integration 125 User(s)
- CAD Workstations Integration 38 User(s)
- ArcGIS Standard Enterprise Server Integration

Sangamon County, IL ETSB

Licensed Application Software

March, 2012

1. Aegis® Computer Aided Dispatch (CAD)

- Combined LE/Fire/EMS CAD MSP
 - 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
 - Interface to Aegis® Fire Records Module
 - Note Pads Module
 - Rip-N-Run Module
 - Run Cards Module
 - Tone Alerts Module
 - Unit Control Panel Module
 - Unit Recommendation Module
- CAD Mapping MSP
- Service Vehicle Rotation MSP
- Briefing Notes CAD MSP (Includes BOLOs)

2. Aegis® Public Safety Interface Software

- State/NCIC Interface MSP
- On-Line CAD Interface to State/NCIC MSP
- On-Line Wants & Warrants Interface to State/NCIC MSP
- On-Line Property Checks Interface to State/NCIC MSP
- E-911 Interface MSP
- On-Line Orders of Protection Interface to State/NCIC MSP
- On-Line Global Subjects Interface to State/NCIC MSP

3. Aegis® Data Analysis/Crime Mapping/Mgt Reporting

- Analysis Base With One Application

4. Aegis® Site License

- Site License

Springfield, IL

Licensed Application Software

March, 2012

1. Aegis® Computer Aided Dispatch (CAD)

- Combined LE/Fire/EMS CAD MSP
 - 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
 - Interface to Aegis® Fire Records Module
 - Note Pads Module
 - Rip-N-Run Module
 - Run Cards Module
 - Tone Alerts Module
 - Unit Control Panel Module
 - Unit Recommendation Module
- CAD Mapping MSP
- Service Vehicle Rotation MSP
- Briefing Notes CAD MSP (Includes BOLOs)
- Additional LE CAD MSP View/Inquiry Users

Springfield, IL

Licensed Application Software

March, 2012

2. Aegis® Law Enforcement Records Software

- LE Records Multi-Jurisdictional Base MSP
 - 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
- Field Investigations MSP
- Case Management MSP
- Career Criminal Registry MSP
- Gang Tracking MSP
- Demographic Profiling Reporting MSP

3. Aegis® Fire Records Software

- Fire Records Base Package MSP
- Fire Records Compliance MSP

4. Aegis® Public Safety Interface Software

- State/NCIC Interface MSP
- On-Line CAD Interface to State/NCIC MSP

5. Aegis® Photo Imaging Software

- Digital Imaging MSP
- Public Safety Mug Shots/Line-Ups MSP
 - Digital Imaging

6. Aegis® Data Analysis/Crime Mapping/Mgt Reporting

- Analysis Base With Two Applications

7. Aegis® Decision Support Software

- LE Management Data Mart
- Fire Management Data Mart
- LE Management Dashboard

Springfield, IL

Licensed Application Software
March, 2012

8. Mobile Management Server Software

- Field Reporting Server 500 User(s)
- Field Reporting Data Merge 500 User(s)
- Base CAD/NCIC/Messaging 500 User(s)

9. Mobile Software on the RS6000

- Base Message Switch to NCIC
- RS/6000 State/NCIC Interface
- New World CAD Interface for Aegis/MSP
- Mobile Upload Software
- AVL Interface

10. Mobile Client Laptop Software

- LE State/NCIC via Switch 172 User(s)
- LE Field Reporting 272 User(s)
- Mobile Upload of Field Reports 172 User(s)
- LE CAD Via Switch 172 User(s)
- LE Field Reporting Compliance 272 User(s)
- Fire CAD Via Switch (Messaging) 25 User(s)
- Demographic Profiling Questionnaire 172 User(s)
- Mugshot Images Download 172 User(s)
- In Car Mapping 197 User(s)
- New World AVL 197 User(s)

11. Mobile Software on the 400 or MSP Server

- AVL CAD Interface 500 User(s)
- MDT/MCT Base CAD/RMS Interface 500 User(s)

12. Aegis® Aegis Link Software

- JL Interface Operability Engine
- Web CAD Monitor

13. Aegis® Site License

- Site License - LE RMS, Fire EMS Full Users, and CAD View Only

14. Aegis® ESRI Embedded Applications - Upgrades

- CAD Mapping Integration 2 User(s)
- Mobile In-Car Mapping Integration 125 User(s)
- CAD Workstations Integration 38 User(s)
- ArcGIS Standard Enterprise Server Integration