

**RECEIVED**

OCT 26 2009

Resolution # 151

**Paul Palazzolo**  
SANGAMON COUNTY AUDITOR

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 10<sup>th</sup> day of November, 2009 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

Rosemarie Loy, Chairman  
[Signature], Member  
[Signature], Member  
Paul R. Smith, Member  
[Signature], Member  
[Signature], Member  
[Signature], Member

Finance Committee

[Signature], Chairman  
[Signature], Member  
[Signature], Member  
[Signature], Member  
[Signature], Member  
[Signature], Member  
[Signature], Member  
[Signature], Member  
Rosemarie Loy  
[Signature]

**FILED**

OCT 28 2009

Joe Aiello  
Sangamon County Clerk

**NEW WORLD SYSTEMS CORPORATION**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation** (New World) and **Sangamon County, IL** (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 three (3) years from (start date) 12/1/09 to (end date) 11/30/12.

**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 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. <b>Logos®</b> Financial Management Software	11
2. <b>Logos®</b> Human Resources Software	3
3. <b>Logos®</b> Logos Graphical User Interface	2
<b>ANNUAL MAINTENANCE</b>	<u>See Below</u>

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
12/1/2009 to 11/30/2010	\$46,640	11/15/2009
12/1/2010 to 11/30/2011	\$48,040	11/15/2010
12/1/2011 to 11/30/2012	\$49,482	11/15/2011

**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:** Sangamon County, IL

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

At July, 2009

## 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