

# CITY OF BATAVIA

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**DATE:** March 4, 2013  
**TO:** Government Services Committee  
**FROM:** Todd Davis, I.S. Systems Manager  
**SUBJECT:** Resolution 13-31-R - Authorizing Execution of an Agreement with New World Systems for Software Maintenance

**Issue:** The City pays an annual fee to New World Systems for support and maintenance of the software used for Police records. The terms of the support are set forth in a contract with a five-year term, and the contract is due for renewal at this time.

**Analysis:** Staff has spent quite some time working with New World over the last few months to make the renewal terms as favorable as possible. Since we share the system with St. Charles and Geneva, they were included in the discussions with New World so that we could all work together to achieve the best possible outcome. The most significant change is financial. The previous contract gave New World a 6.25% annual increase for each of the five years in the contract period. This new contract gives them no increase for the first two years, and then a 2% increase for each of the remaining three years. There are no other substantial changes to the business terms of the contract.

**Recommendation:** Staff recommends the Government Services Committee approve Resolution 13-31-R and recommend this matter to the City Council at its next meeting.

cc: Howard Chason, I.S. Director  
Gary Schira, Police Chief  
Department Heads  
City Council

**CITY OF BATAVIA, ILLINOIS  
RESOLUTION 13-31-R**

**AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH NEW WORLD  
SYSTEMS FOR SOFTWARE MAINTENANCE**

**WHEREAS**, the City of Batavia purchased a computer software product for Police records from New World Systems in 2007; and

**WHEREAS**, the terms set forth in the original agreement for ongoing support and maintenance of the software end on February 28, 2012; and

**WHEREAS**, City Staff has worked with New World Systems to draft a new agreement extending the support and maintenance services for another five years, and it is in the best interests of the City that the new agreement be approved and executed;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

**SECTION 1.** The Mayor and City Clerk are authorized to execute the agreement with New World Systems, a copy of which is attached hereto as EXHIBIT "1."

CITY OF BATAVIA, ILLINOIS RESOLUTION 13-31-R

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**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this 18th day of March, 2013.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 18th day of March, 2013.

\_\_\_\_\_  
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungels					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	0 Nays	0 Absent	Abstention(s)					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

\_\_\_\_\_  
Heidi Wetzel, City Clerk

***Exhibit #1 of Resolution 13-31-R***

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

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **Batavia, 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) 3/1/13 to (end date) 2/28/18.

**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) 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.

**Exhibit #1 of Resolution 13-31-R**

**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. <b>Aegis</b> ® Law Enforcement Records Software	22
2. <b>Aegis</b> ® Public Safety Interface Software	1
3. <b>Aegis</b> ® Photo Imaging Software	2
4. <b>Aegis</b> ® Data Analysis/Crime Mapping/Mgt Reporting	1
5. <b>Aegis</b> ® Mobile Management Server Software	3
6. <b>Aegis</b> ® Mobile Software on the RS6000	1
7. <b>Aegis</b> ® Mobile Client Laptop Software	3
8. <b>Aegis</b> ® Mobile Software on the 400 or MSP Server	1
9. <b>Aegis</b> ® ESRI Embedded Applications - Upgrades	1

**ANNUAL  
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
3/1/2013 to 2/28/2014	\$44,982	2/15/2013
3/1/2014 to 2/28/2015	\$44,982	2/15/2014
3/1/2015 to 2/29/2016	\$45,882	2/15/2015
3/1/2016 to 2/28/2017	\$46,800	2/15/2016
3/1/2017 to 2/28/2018	\$47,736	2/15/2017

**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) DAYS FROM BILLING DATE.**

***Exhibit #1 of Resolution 13-31-R***

**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. 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:** Batavia, 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.

**Batavia, IL**

Licensed Application Software

At January, 2013

1. **Aegis® Law Enforcement Records Software**
  - 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
  - Case Management MSP
  - Bicycles MSP
  - Alarms Tracking and Billing MSP
  - Bookings MSP
  - Gang Tracking MSP
  - Demographic Profiling Reporting MSP
2. **Aegis® Public Safety Interface Software**
  - Livescan Interface MSP
3. **Aegis® Photo Imaging Software**
  - Digital Imaging MSP
  - Public Safety Mug Shots/Line-Ups MSP
    - Digital Imaging
4. **Aegis® Data Analysis/Crime Mapping/Mgt Reporting**
  - Analysis Base With One Application
5. **Mobile Management Server Software**
  - Field Reporting Server
  - Field Reporting Data Merge
  - Base CAD/NCIC/Messaging
6. **Mobile Software on the RS6000**
  - Mobile Upload Software
7. **Mobile Client Laptop Software**
  - LE Field Reporting 20 User(s)
  - Mobile Upload of Field Reports 20 User(s)
  - LE Field Reporting Compliance 20 User(s)
8. **Mobile Software on the 400 or MSP Server**
  - MDT/MCT Base CAD/RMS Interface
9. **Aegis® ESRI Embedded Applications**
  - ArcGIS Standard Enterprise Server Integration