RESOLUTION NO. 2014-R-77

A RESOLUTION OF THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE EXECUTION OF A SOFTWARE MAINTENANCE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND NEW WORLD SYSTEMS CORPORATION, AS REQUIRED FOR THE POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH (CAD) AND RECORDS MANAGEMENT SYSTEM (RMS) SOFTWARE PROGRAM, PURSUANT TO RESOLUTION NO. 2008-89 AND CORRESPONDING STANDARD SOFTWARE LICENSE AND SERVICE AGREEMENT, AT A COST NOT TO EXCEED ONE HUNDRED FORTY-SEVEN THOUSAND FIVE DOLLARS AND SEVENTY-TWO CENTS ($147,005.72) FOR THE PERIOD COMMENCING OCTOBER 1, 2014, THROUGH SEPTEMBER 30, 2015; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, on April 14, 2008, the City of North Miami ("City") advertised *Request for Proposal #14-07-08, Police CAD and RMS Software* ("RFP"), for the purchase of a Computer Aided Dispatch (CAD) and Records Management System (RMS) Software Program, including installation, training, maintenance, and conversion of data from the previous system ("Software Program"), as required by the City Police Department in the conduct of daily operations; and

WHEREAS, the City's Software Selection Committee determined New World Systems to be highest ranked Software Program vendor whose proposal, qualifications and references demonstrated to be the most advantageous to the City; and

WHEREAS, on August 26, 2008, in accordance with the City's Software Selection Committee's findings, the Mayor and City Council adopted Resolution No. R-2008-89, approving the selection of New World Systems and authorized the City Manager to negotiate and execute an agreement for the procurement of Software Program; and

WHEREAS, on August 29, 2008, in accordance with Resolution No. R-2008-89, the City executed an agreement with New World Systems for the purchase and installation of Software Program; and

WHEREAS, the Software Program has since replaced the outdated system in use by the City Police Department for more than twenty (20) years with its outdated technology and lack of functionality, and which was no longer supported by other software vendors; and

WHEREAS, the Software Program allows police personnel to receive, process and dispatch law enforcement services quickly and efficiently, while providing crime statistic reports in the format required by state and federal agencies; and

WHEREAS, City administration requires maintenance of the Software Program on a yearly basis to include periodic upgrades, temporary fixes, revisions to licensed documentation, telephone support, participation in user group meetings, emergency support, ESRI integration, and the provision of other related software maintenance services ("Software Maintenance"); and

WHEREAS, New World Systems is the exclusive and proprietary source of Software Maintenance for the installed system and therefore, subject to the sole source procurement process under Section 7-143, City Code of Ordinances; and

WHEREAS, New World Systems has manifested the capability and unique expertise in providing Software Maintenance to the City at a cost not to exceed One Hundred Forty-Seven Thousand Five Dollars and Seventy-Two Cents ($147,005.72), for the period commencing October 1, 2014, through September 30, 2015; and

WHEREAS, the annual Software Maintenance cost to the City for subsequent periods subject to the availability of funds, is as follows: October 1, 2015, through September 30, 2016, not to exceed One Hundred Fifty-One Thousand Four Hundred Sixteen Dollars ($151,416.00); October 1, 2016, through September 30, 2017, not to exceed One Hundred Fifty-Five Thousand Nine Hundred Fifty-Eight Dollars ($155,958.00); October 1, 2017, through September 30, 2018, not to exceed One Hundred Sixty-Two Thousand One Hundred Ninety-Six Dollars ($162,196.00); October 1, 2018, through September 30, 2019, not to exceed One Hundred Sixty-Eight Thousand Six Hundred Eighty-Four Dollars ($168,684.00); and

WHEREAS, the Vice Mayor as acting Mayor and City Council find the execution of the attached Software Maintenance Agreement to be in the best interest of the City, as it will continue to facilitate the important mission of the North Miami Police Department to protect and serve all members of the public.

NOW THEREFORE, BE IT RESOLVED BY THE VICE MAYOR AS ACTING MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authority to Execute Software Maintenance Agreement.** The Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, hereby authorize the execution of a Software Maintenance Agreement, in substantially the attached form, between the City of North Miami and New World Systems Corporation, as required for the Police Department's Computer Aided Dispatch (CAD) and Records Management System (RMS) Software Program, pursuant to Resolution No. 2008-89 and corresponding Standard Software License and Service Agreement, at a cost not to exceed One Hundred Forty-Seven Thousand Five Dollars and Seventy-Two Cents ($147,005.72) for the period commencing October 1, 2014, through September 30, 2015.

Section 2. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 4-0 vote of the Vice Mayor as Acting Mayor and City Council of the City of North Miami, Florida, this 9th day of September, 2014.

PHILIPPE BIEN-AIME
VICE MAYOR AS ACTING MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **North Miami, FL** (**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) 10/1/14 to (end date) 9/30/19.

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**:

Application Package		Number of Modules
1. ***Aegis®***	Computer Aided Dispatch (CAD)	19
2. ***Aegis®***	Law Enforcement Records Software	25
3. ***Aegis®***	Public Safety Interface Software	4
4. ***Aegis®***	Photo Imaging Software	2
5. ***Aegis®***	Data Analysis/Crime Mapping/Mgt Reporting	1
6. ***Aegis®***	Mobile Management Server Software	3
7. ***Aegis®***	Mobile Software on the RS6000	4
8. ***Aegis®***	Mobile Client Laptop Software	9
9. ***Aegis®***	Mobile Software on the 400 or MSP Server	1
10. ***Aegis®***	Aegis Link Software	1
11. ***Aegis®***	ESRI Embedded Applications - New	1
12. ***Aegis®***	ESRI Embedded Applications - Upgrade	1

ANNUAL
MAINTENANCE COST: See Below

Period Covered	Annual Amount	Billing Date
10/1/2014 to 9/30/2015	$147,006	9/15/2014
10/1/2015 to 9/30/2016	$151,416	9/15/2015
10/1/2016 to 9/30/2017	$155,958	9/15/2016
10/1/2017 to 9/30/2018	$162,196	9/15/2017
10/1/2018 to 9/30/2019	$168,684	9/15/2018

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. **Non-funding Provision**

Funding for this SSMA is contingent on the availability of funds and the SSMA is subject to amendment or termination due to lack of funds or a reduction of funds, upon sixty (60) days written notice to **New World.** In such event, **Customer** shall pay **New World** compensation for services rendered prior to the effective date of termination.

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:	ACCEPTED BY:
Customer: North Miami, FL	**New World Systems Corporation**
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	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.

North Miami, FL

Licensed Application Software
At April, 2014

1. **Aegis® Computer Aided Dispatch (CAD)**
   - Combined LE/Fire/EMS CAD 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
     - 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 Users
2. **Aegis® Law Enforcement Records Software**
   - LE Records Single Jurisdiction Base MSP
     - Base
     - Accidents Module
     - Arrest Module
     - Business Registry Module
     - Case Processing Module
     - Computer Aided Investigations Module
     - Federal Reports (UCR/JBR) 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
   - Alarms Tracking and Billing MSP
   - Bookings MSP
   - Activity Reporting and Scheduling MSP
   - Property Room Bar Coding MSP
   - Narcotics Management MSP
   - Equipment Tracking MSP
   - Additional Records MSP Users

North Miami, FL

Licensed Application Software
At April, 2014

3. **Aegis® Public Safety Interface Software**
   - State/NCIC Interface MSP
   - CAD Pager Interface MSP
   - On-Line Global Subjects Interface to State/NCIC MSP
   - Ticket Writer Interface MSP
4. **Aegis® Photo Imaging Software**
   - Digital Imaging MSP
   - Public Safety Mug Shots/Line-Ups MSP
     - Digital Imaging
5. **Aegis® Data Analysis/Crime Mapping/Mgt Reporting**
   - Analysis Base With Two Applications
6. **Mobile Management Server Software**
   - Field Reporting Server
   - Field Reporting Data Merge
   - Base CAD/NCIC/Messaging
7. **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
8. **Mobile Client Laptop Software**
   - LE State/NCIC via Switch 105 User(s)
   - LE Field Reporting 105 User(s)
   - LE Accident Field Reporting 105 User(s)
   - Mobile Upload of Field Reports 105 User(s)
   - LE CAD Via Switch 105 User(s)
   - LE Accident Field Reporting Compliance 105 User(s)
   - LE Field Reporting Compliance 105 User(s)
   - Ticket Writer Interface 69 User(s)
   - Field Investigation Field Reporting 105 User(s)
9. **Mobile Software on the 400 or MSP Server**
   - MDT/MCT Base CAD/RMS Interface
10. **Aegis® Aegis Link Software**
    - AJL Interface Server
11. **Aegis® ESRI Embedded Applications**
    - CAD Workstations Integration
12. **Aegis® ESRI Embedded Applications**
    - ArcGIS Standard Enterprise Server Integration