

RESOLUTION NO. 42-1996

Offered by Mayor Larsen

A RESOLUTION REPEALING RESOLUTION NO. 18-1996 WHICH AUTHORIZED A CONTRACT FOR THE MAYOR'S COURT COMPUTER PROGRAM AND AUTHORIZING A NEW CONTRACT WITH THE BALDWIN GROUP, INC. FOR THE MAYOR'S COURT COMPUTER PROGRAM AND DECLARING AN EMERGENCY

WHEREAS, on February 20, 1996, this Council passed Resolution No. 18-1996 which authorized a contract for the Mayor's Court computer program; and

WHEREAS, the contract has not yet been entered into; and

WHEREAS, this Council has been informed that a better program is available for less cost from The Baldwin Group, Inc.; and

WHEREAS, this Council wishes to enter into a contract with The Baldwin Group, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That Resolution No. 18-1996 passed February 20, 1996, be, and the same hereby is repealed.

SECTION 2. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with The Baldwin Group in accordance with the proposal attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees or subcommittees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary for the proper functioning of the Mayor's Court and to save taxpayer dollars; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect and be in force immediately upon its passage and execution by the Mayor;

otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: May 7, 1996

[Signature]
President of Council

Ronald H. Larsen
Mayor

Dated: 5/10/96

ATTEST:
Carole Tibson
Clerk of Council



Islander Park Building 1
 7550 Lucerne Drive
 Cleveland, Ohio 44130
 (216) 891-9100 Fax (216) 891-9458

Village of Richfield

June 24, 1996

**Mayor's Court™
 Software and Service**

Purchase Agreement Set

- License Agreement
- License Agreement Schedules
- System Pricing
- Minimum Hardware/Operating System Software Requirements
- Hardware Procurement Policies
- Professional Services Agreement

This Agreement Set (*Agreement*) constitutes the entire and exclusive *Agreement* between the parties and supersedes all written or oral agreements, representations or communications between the parties relating to the subject matter of this *Agreement*. This *Agreement* shall be binding upon and inure to the benefit of the parties and their respective successors, assigned and legal representatives.

Licensee: Village of Richfield

The Baldwin Group, Inc.

By: Eleanor Lukovics
 Eleanor Lukovics, Fin. Dir.

By: Richard M. Baldwin

Name: Donald Larsen
 Donald Larsen

Name: Richard M. Baldwin

Title: Mayor
 Mayor

Title: President

Date: June 27, 1996

Date: 6/24/96

Mayor's Court™ Software

The Baldwin Group, Inc.

LICENSE AGREEMENT

Licensee:	Village of Richfield 4410 West Streetsboro Road Box 387 Richfield, OH 44286
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The Baldwin Group, Inc. (BGI) licenses a computer software product herein referred to **Mayor's Court™** (MC) as specified on the attached Schedule S.

- License.** BGI hereby grants to Licensee a perpetual nontransferable license to use the specific **MC Software** in accordance with the terms and conditions set forth in this *Agreement*. The License also authorizes the use of the **MC Software** documentation, and subsequent updates to the **MC Software** and documentation, as long as the Annual Software Maintenance Agreement is in force, which is based on full payment within 30 days of the beginning of a new support year. The **MC Software** and documentation may not be assigned, sublicensed, or otherwise transferred to another person or legal entity, other than an affiliate of Licensee, or to any entity acquiring title by or through Licensee to Licensee's interest hereunder, which agrees in writing to the terms and conditions of this agreement except with the prior written consent of BGI, which consent shall not be unreasonably withheld or delayed.
- Term.** The License shall commence as of the date this *Agreement* is signed by both parties, and shall continue unless and until it is terminated pursuant to the provisions set forth in this Agreement.
- Payments.** Terms of payment are 50% due upon software installation with the balance due 30 days after the installation. Software Installation is defined as the actual loading of software on the Court's computer system and demonstration of the MC System menus, screens and processes. The MC System will be deemed installed/accepted and the warranty period will start that day. If payment is received per this agreement's guidelines, BGI will provide 8 hours of training at no cost to Licensee and at Licensee's specified location. Training will include at a minimum the activities defined in Schedule T—Training. The number of people per training session will be limited to a maximum of four. Additional training and related payment, if any, is specified on the System Pricing Document. The price paid for **MC Software** includes unlimited telephone hotline support from 8-5 Eastern Time, and availability to all program upgrades for the first 90 days. Software maintenance as specified on the attached Schedule M—Software Maintenance provides for continuation, after the initial 90 days, of unlimited

Mayor's Court™ Software

The Baldwin Group, Inc.

LICENSE AGREEMENT

telephone hotline support from 8-5 Eastern Time and availability to all program upgrades. Additional **MC Software** options are available to the Licensee and specified on the attached **Mayor's Court™ System—Pricing** document.

4. Materials to be Delivered. **BGI** shall deliver all programs on diskettes containing machine readable code and the then available documentation together within (5) working days of receipt of the authorizing purchase order and/or signed license agreement.
5. Protection of Software. Licensee acknowledges that **BGI** retains all title, copyright and other proprietary rights in and to the **MC Software**, including any and all copies, modification, translations and other derivative works that duplicate or are based on the software. **BGI** claims no proprietary rights in the output generated by the software. Licensee shall not make copies of the **MC Software** or documentation except solely for the Licensee's operational use and Licensee may back-up or make archival copies of the **MC Software** as permitted by the copyright law of the United States. Licensee shall not remove any copyright or proprietary rights notice included in or on any software or documentation, and shall reproduce all such notices in or on all copies made by Licensee. Licensee agrees to treat any software furnished by **BGI** as a valuable asset of **BGI**, and in particular, but without limitation, agrees it will not decompile, disassemble or attempt to reverse engineer the software in order to develop a competing product based on the **MC Software**.
6. Warranties. **BGI** warrants that the **MC Software** will perform substantially in accordance with the **BGI** published Mayor's Court Software Documentation and in conjunction with the Minimum Hardware/Operating Systems Software Requirements published by **BGI** and included with and as part of this *Agreement*. **BGI** warrants that it is the owner of the **MC Software** and has the right to grant this License. **BGI** agrees to defend, or settle at its option, all lawsuits alleging infringement of any patent or property right, provided that LICENSEE gives prompt written notice thereof and **BGI** has sole control of any such defense or settlement. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Mayor's Court™ Software

The Baldwin Group, Inc.

LICENSE AGREEMENT

7. Limitation of Liability. BGI's sole obligation and liability for any damage or loss resulting from or in any way involving non-performance of the MC Software shall be to correct or replace the MC Software and provide actual data correction/validation or an easy method for the Court to utilize to resolve any data issues, as soon as possible and at no cost to the Court. Under no circumstances shall BGI be liable to Licensee or any other party for lost profits or any special, incidental or consequential damages, including but not limited to, loss of good will or anticipated income or loss resulting from business disruption, data loss, computer failure or malfunction, work stoppage or any other damage or loss, even if BGI has been advised of the possibility of such damages. BGI shall have no responsibility for the **MC Software** and related data which has been in any way altered or modified by Licensee or for any loss resulting from or caused by Licensee's equipment or software, and if BGI is requested by the Court to correct any data the Court will be responsible for the cost.
8. Licensee Obligations. Licensee shall be exclusively responsible for the supervision, management and control of its use of the **MC Software**, including without limitation, (I) establishing adequate daily backup plans for computer retained data (II) maintaining copies of its program libraries (III) installing on a timely basis all upgrades sent by **BGI** whether the upgrade is to the **MC Software** or to the documentation, and (IV) establishing and documenting, for the court staff, sound data verification and financial controls designed to ensure operational accuracy and control.
9. Termination of License. Either party may terminate the License by written notice, if the other party fails to perform any of its obligations under the Agreement and fails to remedy such breach within thirty (30) days after written notice of the breach. In the event the License is terminated, Licensee shall promptly return all copies of the software and documentation, or shall certify their destruction.
10. General. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes any and all prior oral and written agreements, understandings and quotations relating hereto. No waiver, alteration, modification, or cancellations of any of the provisions of this Agreement shall be binding unless made in writing by the parties. This Agreement will be governed by a construed and enforced in accordance with the substantive law of the State of Ohio, U.S.A.

Mayor's Court™ Software

The Baldwin Group, Inc.

LICENSE AGREEMENT

Schedule S — Software Licensed

<u>Name</u>	<u>Purchase Price</u>
Mayor's Court™	\$8,400

Schedule M — Software Maintenance

A year's maintenance, 12% of the current published purchase price of **Mayor's Court™**, provides the court staff with full ongoing support to ensure a quality court operation. Maintenance includes, but is not limited to, unlimited telephone hotline support during 8-5 Eastern Time and periodic upgrades when new versions or significant enhancements are made. Unless terminated by either party by a 30 day written notice prior to annual deadline this maintenance agreement will automatically renew for another 12 months. Annual Software Maintenance will be billed at the beginning of each new supported time period. State mandated modifications will be made to the **MC Software** and included, at no additional charge over the maintenance, with the periodic upgrades. The only exceptions will be if the State of Ohio mandates the use of incompatible hardware/operating system or specifies requirements that require a software redesign. If that were to happen **BGI** will publish alternative approaches and related fees.

Mayor's Court™ Software

The Baldwin Group, Inc.

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Schedule T — Training

Training will be scheduled in increments of a day and setup on a mutually defined and beneficial calendar. The cost for a training day is specified on the System Pricing Document. Out of pocket expenses related to training are applicable in certain situations and are defined in our attached Professional Services Agreement.

MC Software Training will include but not be limited to:

- Review of all MC System Data Files
- Creation of System Files
- Processing of all MC Transactions
- Processing of existing Periodic Reporting
- Processing of existing On Demand Reporting
- Review of Normal Operating Procedures
- Review of Documentation and Use

Note: MC Software Training does not include basic PC, Network and Windows training but if/as required this type of training can be provided and contracted for under the guidelines of the BGI Professional Services Agreement in force at that time.

Mayor's Court™ System

Pricing

June 24, 1996

Mayor's Court System — \$8,400

Includes:

- * Mayor's Court software
- * dBEST Spell Checker software
- * Installation of software
- * Testing to insure proper printing
- * Modification of four custom form layouts
- * Eight (8) hours of training
- * Ninety (90) days of free Mayor's Court System support

Crystal Reports Professional 4.5 — \$750 / \$950

Includes:

- * Crystal Reports software
- * Complete database structure for Mayor's Court
- * Four (4) or eight (8) hours of training

System Options

- * Annual Support — 12% of total system cost based on current published prices
(Includes all upgrades and telephone support)
- * Additional Training: \$520/ full day (8 hours)
\$260/ half day (4 hours)
- * Special Modifications to the System: Quoted individually and based on existing professional services agreement.
- * Receipt Printer — \$600 - \$1,200, depending upon the model
- * Cash Drawer — \$300-\$500, depending upon the model
- * Network Planning/Installation — Projected 12 - 16 hours and based on existing professional services agreement.

Mayor's Court™
**Minimum Hardware/Operating
System Software Requirements**

June 24, 1996

To run **Mayor's Court™**, you must have the following **minimum** hardware and operating system requirements. These configurations will run the software, but the performance may be slow.

Windows 3.11

IBM Compatible 386
8 MB RAM
20 MB Free Space on the
Hard Drive (or access to a fileserver)
Windows 3.11
DOS 3.3 (or higher)

Windows 95

IBM Compatible 486
12 MB RAM
40 MB Free Space on the
Hard Drive (or access to a fileserver)
Windows 95

For optimal performance, the following configurations (or better) are recommended:

Windows 3.11

IBM Compatible 486
16 MB RAM
20 MB Free Space on the
Hard Drive (or access to a fileserver)
Windows 3.11
DOS 3.3 (or higher)

Windows 95

IBM Compatible Pentium
24 MB RAM
40 MB Free Space on the
Hard Drive (or access to a fileserver)
Windows 95

Printers

The default settings for **Mayor's Court™** utilize the following printer types:

- * Laser Printer capable of printing on envelopes (for all reports, letters, warrants and case jackets)
- * Push-feed dot matrix printer (for receipts and bills)



THE
BALDWIN
GROUP
INC.

Islander Park Building 1
7550 Lucerne Drive
Cleveland, Ohio 44130
(216) 891-9100 Fax (216) 891-9458

June 24, 1996

The BALDWIN GROUP Hardware Procurement Policies

The BALDWIN GROUP can and may procure limited hardware for our clients on a demand basis. We provide this service to clients who either do not have a regular hardware vendor, or prefer additional options in configurations and pricing. The BALDWIN GROUP locates the desired hardware at the lowest price possible and passes that price directly to our clients - there is no markup.

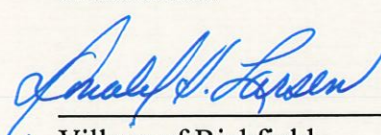
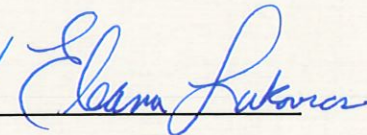
The BALDWIN GROUP provides no warranty or guarantee, explicit or implied, on the hardware. All warranties and/or guarantees are designated by the manufacturer of the hardware. If a problem arises with the hardware, the client must contact the manufacturer and adhere to the requirements of the warranty provided. This may include taking the equipment to an authorized repair facility. **The BALDWIN GROUP is not a hardware vendor, service provider, reseller or hardware repair facility**, and we are not authorized by any manufacturer to repair hardware.

Because of this, the BALDWIN GROUP limits all purchases to that of reputable manufacturers with excellent warranty and service programs, in an attempt to provide our clients with solid hardware. The BALDWIN GROUP will provide the user with a copy of the original manufacturer's warranty (included with the hardware) and an invoice that can be used as proof of purchase.

Should a problem arise with the hardware that is not covered by the manufacturer's warranty/guarantee, the BALDWIN GROUP will assist the user in locating a service provider who can assist them in a timely fashion. All repairs are the responsibility of the client.

The goal of the BALDWIN GROUP in procuring hardware is to provide cost effective solutions for our clients. We are happy to assist our clients in anyway possible with their Information Systems needs.

We understand that the BALDWIN GROUP will procure quality hardware for their clients on a demand basis. We also understand that the BALDWIN GROUP provides no warranty/guarantee above and beyond that provided by the manufacturer. All warranty service must be done as defined by the manufacturer and all non-warranty repairs are the responsibility of the client.

June 27, 1996

Village of Richfield
Donald Larsen, Mayor / Eleanor Lukovics
Finance Director

Date



Islander Park Building 1
7550 Lucerne Drive
Cleveland, Ohio 44130
(216) 891-9100 Fax (216) 891-9458

June 24, 1996

Ms. Joyce Remec
Village of Richfield
4410 West Streetsboro
Box 387
Richfield, Ohio, 44286

Dear Joyce:

The Baldwin Group, Inc. appreciates the opportunity to work with you and the Village of Richfield supporting the growth of your information system from both a technical and an application standpoint. We look forward to providing the following professional services at your direction:

PROFESSIONAL SERVICES

APPLICATION CONSULTING

SYSTEM ANALYSIS AND DESIGN

PROGRAM MODIFICATION

PROBLEM ANALYSIS/SOLVING

SYSTEM EDUCATION

The Baldwin Group periodically reviews and publishes a revised professional service fee schedule. We hopefully continue to keep an eye on both our quality client needs and staff development as we enhance our capabilities. This should mean continued excellent response and sound technical and application support. The Baldwin Group will invoice the Village of Richfield effective June 24, 1996 for professional services when utilized on the following basis:

Software Planning, Installation, Training and Support	—	\$65/hour
Network Planning, Installation, Training and Support	—	\$65/hour
Management Consulting	—	\$75/hour

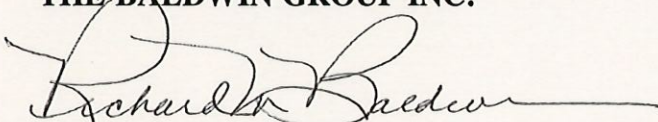
We support each billing with summary time sheets documenting activities performed. Out of pocket expenses will be billed at cost and mileage at \$.20 per mile - mileage applicable if resource person not living locally to the designated project location. Travel time to and from the location of the project in excess of 2 hours per day will be considered project effort and included in the daily chargeable hours. A consultant minimum billing per project day will be \$200.00 plus and applicable expenses. It is our practice to invoice weekly for services provided and our terms are net 15 days.

In addition, a standard part of this mutual agreement shall be an acceptance that neither party can employ or contract with a professional or other staff person employed by either company during the engagement(s) or for a period of (180) days after the last engagement is completed, if and only if that person is performing the same or substantially similar services as he or she did for the previous employer. It is also understood by both parties that failure to follow the acceptance guidelines as stated in the previous sentence will result in payment requirement to the other party of a sum equal to the person's last three months gross pay within 15 days of the happening. Any exceptions shall be made in writing by both parties. A signed copy is requested for our file but acceptance of the terms and conditions will be deemed so if the services of The Baldwin Group, Inc. are contracted after this document's effective date.

We look forward to supporting the growth and effective utilization of your information systems.

Very truly yours,

THE BALDWIN GROUP INC.

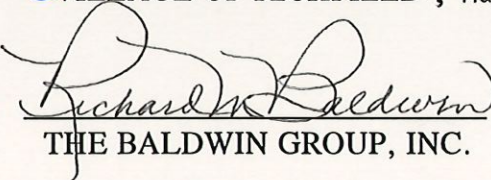


Richard M. Baldwin

RAB/ab

We understand and accept the terms and conditions of this agreement.

SIGNED  DATE 6/27/96  6/27/96
VILLAGE OF RICHFIELD, Mayor Eleanor Lukovics Date
Finance Director

SIGNED  DATE 6/24/96
THE BALDWIN GROUP, INC.