

ORDINANCE NO. 07- 86 AC CMS

AN ORDINANCE AMENDING THE CONTRACT WITH CREATIVE MICROSYSTEMS (CMI) OF ENGLEWOOD, OHIO, FOR SOFTWARE UPGRADES AND RELATED TRAINING FOR THE CITY OF OBERLIN'S CENTRAL FINANCE OFFICE COMPUTER SYSTEM AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring

SECTION 1 That the contract between the City of Oberlin and Creative Microsystems (CMI) for hardware and software for a central finance office computer system, as authorized by Ordinance 94-34 AC CMS, as amended, is hereby amended to authorize the software upgrades, and related training, in accordance with the attached Exhibit A

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees 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. That this ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit

"to ensure that the City Finance Office has the necessary software as soon as possible in order to conduct municipal operations" and shall take effect immediately upon passage

PASSED 1st Reading – 10/15/2007(E)
 2nd Reading -
 3rd Reading -

ATTEST:



Belinda B Anderson
CLERK OF COUNCIL



Daniel Gardner
President OF COUNCIL

POSTED 10/16/2007

EFFECTIVE DATE 10/16/2007



CREATIVE MICROSYSTEMS, INC
 52 Hillside Court
 Englewood, OH 45322
 800-686-9313

SALES REPRESENTATIVE		ORDER #	2110020507 C
Mike Brenner		DATE	September 19, 2007
800-686-9313		<i>Pricing Valid for 60 Days</i>	
CUSTOMER		CUSTOMER #	2110
City of Oberlin 69 South Main Street Oberlin, OH 44074		CONTACT	Sal Talarico
		TELEPHONE	440-775-7210
		FAX	
		EMAIL	stalarico@cityofoberlin.com

Line #	DESCRIPTION	QTY	PRICE	EXTENDED PRICE
1	Finance Client Server (A) Features General Ledger, Budget Control, Accounts Payable, Purchasing/Requisitions, Financial Report Writing	1	\$18,000	\$18,000
2	Budget Prep	1	Existing	Existing
3	Positive Pay (B)	1	Included	Included
4	ODBC Connectivity	1	\$800	\$800
4	Up to (6) GUI Clients	6	Included	Included
5	Implementation/Training (C)	1	\$3,600	\$3,600
6	Existing Client Discount	1	-\$5,000	-\$5,000
	Subtotal Finance CS			\$17,400
7	Payroll Client Server (A) Features Personnel, Letter Processing, Report Writer	1	\$12,000	\$12,000
8	Direct Deposit	1	Existing	Existing
9	Positive Pay (B)	1	Included	Included
10	Up to (3) GUI Clients	3	Included	Included
11	Implementation/Training (C)	1	\$2,800	\$2,800
12	Existing Client Discount	1	-\$3,000	-\$3,000
	Subtotal Payroll CS			\$11,800
13	Utility WSRE Client Server (A) Features Work Order Tracking, Letters Integration, Meter Inventory, Report Writer, Central Cash Receipting, Accounts Receivable	1	\$19,000	\$19,000
14	Deregulated Billing	1	Existing	Existing
15	Hand Held Interface	1	Existing	Existing
16	Direct Pay	1	Existing	Existing
17	Post Net	1	Existing	Existing
18	Up to (6) GUI Clients	6	Included	Included
19	Implementation/Training/Conversion (C) (D)	1	\$4,000	\$4,000
20	Existing Client Discount	1	-\$9,000	-\$9,000
	Subtotal Utility CS			\$14,000



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		FAX	
		EMAIL	stalarico@cityofoberlin.com

Line #	DESCRIPTION	QTY	PRICE	EXTENDED PRICE
21	Client Server Network Setup Fee (E)	1	\$800	\$800
TOTAL				\$44,000
Software Annual Fees Not Included in Proposal Total (F)				
22	Finance Client Server	1	\$2,972	
23	Payroll Client Server	1	\$1,958	
24	Utility Client Server	1	\$3,612	

SPECIAL NOTES

Please Refer to Footnotes - Attachment A

Please Refer to Payment Plan - Attachment B

Your authorized signature makes this a binding contractual agreement subject to all the original contract terms and conditions Please fax signed order to 937-836-1036

	10/18/07
CUSTOMER SIGNATURE	DATE
Salvatore Talarico	R670395
PRINTED NAME	PURCHASE ORDER #
	\$15,000 Accts to Payment Plan
	AUTHORIZED ORDER AMOUNT

10-18-07

Approved as to form, Eric Severs, Law Director Date



CMI FOOTNOTES

- A** Before implementing any of the Client Server applications, the client and CMI will need to assess existing hardware including individual PC workstations. Although Client Server decentralizes much of the processing, the host system still needs to be of recent technology. The PC workstation required to run the "client" should be at minimum a 500MHz processor, with a minimum of 256MB of memory and 250MB of available disk space and Windows 2000 or XP Pro to load the client (like with all PC applications, the higher the specifications of the PC, the better the performance will be). The individual PCs must have a network connection, serial connections cannot be utilized.
- B** Positive Pay is subject to specific bank requirement. The client is required to provide CMI with a bank name, contact name and a telephone number. A file of issued checks is sent to your bank. The file you send is used by the bank to verify checks to be cashed and is an aid in eliminating fraud. Any discrepancies in a check's information trigger a flag that the check may have been altered.
- C** These fees cover installation, training and remote/on-site support required to successfully implement the applications listed. Unforeseen occurrences, such as customer staff turnover, customer staff absenteeism while CMI is on-site or business decisions made by the customer that result in extra implementation time beyond what would normally be required, may result in additional charges. The customer will be notified and must approve additional charges prior to CMI scheduling additional implementation time.
- D** The conversion services are required to convert custom forms print and specialized calculation routines in the Utility application.
- E** Technical services are required to setup the operating system directory structure, user access and workstation configuration to support client server applications. These services are being provided as part of the hardware integration services.
- F** Annual fees are required for all CMI software and provide for annual renewal of the software license and toll-free telephone support and software updates. The Client Server versions require support for individual clients, additional host software and the underlying character based applications. Due to the increased support requirements, annual support fees are based on a new fee schedule, which includes the number of individual PC clients at a site. First year support at the new Client Server rate will be prorated through the current calendar year and billed upon installation, however, any unused current year support fees already paid at the old character-based rate will be credited after installation of the Client Server version. The proposed total does not include the new annual fee cost.

SPECIAL NOTES

- * Terms of payment are 100% due at invoice, after installation



City of Oberline (2110)

Payment Plan - Attachment B

APPLICATION DESCRIPTION	LICENSE FEE	IMPLEMENTATION/ TRAINING	ANNUAL SUPPORT
Finance Client Server	\$18,000	\$3,600	\$2,972
ODBC Connectivity	\$0	\$800	\$0
Payroll Client Server	\$12,000	\$2,800	\$1,958
Utility Client Server	\$19,000	\$4,000	\$3,112
Client Server Network Setup Fee	\$0	\$800	\$0
	<u>\$49,000</u>	<u>\$12,000</u>	<u>\$8,042</u>
Total Credits	<u>-\$17,000</u>		
License Fee	<u>\$32,000</u>		
Implementation/Training	<u>\$12,000</u>		
Application Software	<u>\$44,000</u>		
Database			
Hardware			
Hardware Support	<u>\$0</u>		
TOTAL COST	\$44,000		

Deferment Terms

Upfront Costs

Database

Hardware

Hardware Support

Non-Deferred Software Fees

\$15,000 00

TOTAL DUE AT TIME OF INSTALLATION

\$15,000 00

*Plus Pro-rated Annual Fee with Credits

Total Deferred Software Fees

\$29,000 00

DEFERRED PAYMENTS DUE 1/08

Software Fees

\$15,000 00

Carry Charge

\$200 00

TOTAL DEFERRED PAYMENT

\$15,200 00

DEFERRED PAYMENTS DUE 1/09

Software Fees

\$14,000 00

Carry Charge

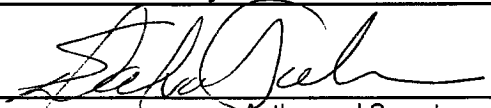
\$600 00

TOTAL DEFERRED PAYMENT

\$14,600 00

*CMI annual support fees are separate from this agreement and will be billed in addition to the deferral amount

The authorized signature below makes this a binding contractual agreement. Should the software license agreement with CMI be terminated prior to completion of the deferred payment plan, the total balance will be due in its entirety on the date of termination.



 Authorized Signature

10/18/07

 Date



 Approved as to form, Eric Severs, Law Director

10-18-07

 Date

CLERK OF COUNCIL OFFICE

Oberlin, Ohio

Please provide to this office, after signatures, an original copy for the Clerk's files of the following checked item(s):

- 1. AGREEMENT
- 2. CONTRACT Creative Micro Systems/Software Upgrades
- 3. CHANGE ORDER
- 4. DEED
- 5. GRANT
- 6. BACK-UP MATERIALS
- 7. OTHER _____

<u>ORD.NO.</u>	<u>DESCRIPTION</u>	<u>DEPARTMENT</u>	<u>SENT/RCVD</u>	
			<u>Date</u>	<u>Date</u>
07-86	SOFTWARE UPDATES/CME	Finance	10/24/07	10/24/07
07-10	TAX LEVIES	Finance	11/24/07	
				/
				/
				/
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AGREEMENT

This Agreement, by and between the City of Oberlin, hereinafter called the "City" and J F Lencewicz & Associates, hereinafter called the "Consultant" hereby agree to the following terms and conditions

In consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows

Section 1 - Scope of Services

The Consultant agrees to provide to the City consultation and negotiation services relative to collective bargaining procedures and employee relations, as directed by the City Manager

Section 2 - Time of Performance

The Work, as provided in Section 1, shall commence on January 1, 2008 and continue through June 30, 2009 unless earlier terminated in accordance with the provisions of this Agreement

Section 3 - Payment

For professional services, the City agrees to pay the Consultant a flat monthly payment / retainer in the amount of \$5,500 per month, not to exceed \$99,000 for the term of the contract

When and if the City authorizes the Consultant to employ others to perform services in accordance with the terms of this Agreement, that fee paid to the Consultant by the City for such services by others shall be the actual cost invoiced by others to the Consultant

Section 4 - Agency

It is expressly understood and agreed that in performance of services under this Agreement, Consultant shall act as agent of the City. In the performance of the work, the employees of Consultant shall be under the direction and control of Consultant

Section 5 - Termination of Performance

The City Manager with Council approval may terminate this Agreement during its term by written notice to Consultant specifying the termination date, which shall not be less than 30 days from the date such notice is given. In the event of such termination, Consultant shall be paid such amount as shall compensate him for the portion of the work satisfactorily performed prior to the termination date

Section 6 - Personal Services of Consultant

It is the intent of this Agreement to secure the personal services of Consultant or a duly authorized and competent representative or representatives acceptable to the City Manager. Failure of Consultant for any reason to make the personal service of such person available to the City to the extent necessary to perform the services required skillfully and promptly shall be the grounds for termination of the Agreement.

Section 7 - Amendments

Amendments, modifications, or changes to this Agreement shall not be effective unless in writing and approved by the City Manager and City Council.

Section 8 - Notices

Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a U S mailbox in a postage-prepaid envelope, addressed to the other party. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change and the changed address.

Section 9 - Conflict of Interest

Consultant covenants that he has no interest, nor shall he acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this Agreement. No persons having such interest shall be employed by him.

Section 10 - Non-Discrimination

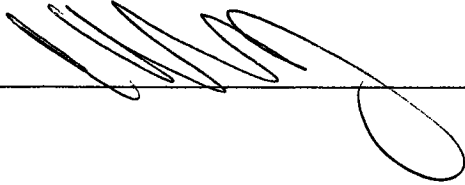
Consultant agrees that in performance of this Agreement or any subcontract hereunder, neither Consultant nor any person acting on his behalf will refuse to employ or refuse to continue in any employment, any person on account of race, creed, color, national origin, gender, age, sexual orientation or handicap.

Section 11 - Effective and Binding

This Agreement shall not become effective or binding upon the City unless and until the Council shall have authorized the City Manager to execute the same.

IN WITNESS WHEREOF, the parties hereunto set forth their hand this 16 day of November, 2007

Signed in the presence of.

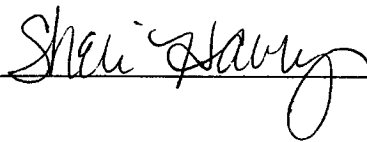


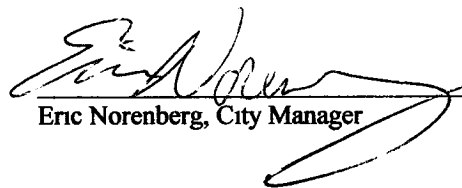
Consultant



Joseph F Lencewicz

City of Oberlin, Ohio





Eric Norenberg, City Manager

Certificate of Law Director

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 17th day of November, 2007



Eric R. Severs, Oberlin Law Director