



CITY of NOVI CITY COUNCIL

www.cityofnovi.org

**Agenda Item C
July 2, 2007**

SUBJECT: Approval of sole source Archonix Maintenance and Support Agreement for one (1) year for Police Department C-PLIMS (Comprehensive Public Safety Information Management System) software in the amount of \$42,682.00.

SUBMITTING DEPARTMENT: Police *DOM*

CITY MANAGER APPROVAL: *Chay*

EXPENDITURE REQUIRED	\$ 42,682.00
AMOUNT BUDGETED	\$ 42,682.00
LINE ITEM NUMBER	101-301.00-802.500

BACKGROUND INFORMATION:

Archonix provides the maintenance and support for the existing Police Department C-PLIMS (Comprehensive Public Safety Information Management System) software. C-PLIMS is utilized daily by staff for processing all police reporting functions. The Department will be migrating to the Oakland County CLEMIS system during the year, however until the migration is complete, the C-PLIMS software and data must be maintained.

This is a request for renewal of the contract, which will continue the agreement from July 1, 2007 and through June 30, 2008. The original contract has been reviewed and approved by the City Attorney.

RECOMMENDED ACTION: Approval of sole source Archonix Maintenance and Support Agreement for one (1) year for Police Department C-PLIMS (Comprehensive Public Safety Information Management System) software in the amount of \$42,682.00.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Gatt				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Nagy				
Council Member Paul				



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NOVI POLICE DEPARTMENT

David E. Molloy
Chief of Police

Thomas C. Lindberg
Deputy Chief

Administration
(248) 347-0504
(248) 347-0590 Fax

Communications
(248) 347-0575
(248) 347-0526 Fax
(248) 348-7199 TDD

Investigations
(248) 347-0530
(248) 347-0570 Fax

Records
(248) 347-0510
(248) 347-0570 Fax

Uniform Patrol
(248) 348-7100
(248) 347-0526 Fax

45125 W. Ten Mile
Novi, MI 48375
(248) 348-7100
(248) 347-0570 Fax

MEMORANDUM

TO: Clay J. Pearson
City Manager

FROM: David E. Molloy *DEM*
Chief of Police

INITIATED BY: Linda Carpenter
PIS/Records Manager

DATE: June 21, 2007

SUBJECT: Payment of Archonix License and Support Invoice

Archonix is the vendor that supports the existing Police software for the Comprehensive Public Safety Information Management System (C-PLIMS). A license and support fee is paid each year which permits the Police Department to utilize the software and receive maintenance support from Archonix, which is the sole source vendor for software support. The cost for the year is \$42,682. The cost for the past two years was \$40,996 and \$41,336 respectively. Funding for this is included in the approved budget.

C-PLIMS has been used by the Police Department since February of 1998. The Department will begin a migration to the Court and Law Enforcement Management Information System (CLEMIS) for use as the records management system in the first half of the FY 2007-2008. CLEMIS is operated and maintained by the Oakland County Department of Information Technology. It is utilized by agencies in seven counties throughout southeast Michigan and permits sharing of information that is useful in providing criminal justice services.

The migration plan for the Department is to be fully operational on the CLEMIS system by January 1, 2008. With this plan, C-PLIMS will be the operational records system for the remainder of 2007. The conversion of data from C-PLIMS to CLEMIS will continue during the first half of 2008. Until the conversion is complete, the C-PLIMS database must be maintained to insure access to Department records. It is anticipated that all use of C-PLIMS will be discontinued by June 30, 2008. For this reason, it is important to maintain the license and software support agreement for the 2007-2008 fiscal year.





MAINTENANCE AND SUPPORT AGREEMENT

This agreement made this 1st day of July, 2005 by and between Archonix Services, LLC (Hereinafter "Archonix"), a Delaware Limited Liability Company having its registered office at 14000 Commerce Parkway, Suite C, Mount Laurel, New Jersey 08054 and Novi Police Department (Hereinafter "Customer") with its principal office at 45125 West Ten Mile Road, Novi, Michigan 48375. This agreement between the parties is limited to what is contained in this agreement.

1. DEFINITIONS

Licensed Standard Software: Archonix's Public Safety Software Solution.

Licensed Software: The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this Agreement.

Licensed Custom Software: Archonix's Licensed Standard Software plus any modifications made to the Licenses standard software made by Archonix on behalf of the Customer and agreed to by the Customer and Archonix.

Licensed Documentation: User Manuals, which include the current specifications for the Licensed Software and other written instructions relating to the Licensed Software.

Upgrades: Any enhanced and/or improved versions of Licensed Software provided as Licensed Software under this Agreement and released after execution of this Agreement.

Authorized Copies: The only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this paragraph. They are:

- the single copy of the Licensed Software and the related Licensed Documentation delivered by Archonix under this Agreement; and
- two additional copies made by Customer as backup copies.

Licensed Products: The Licensed Software, Object Code, the related Licensed Documentation, and the Authorized Copies of the foregoing.

Object Code: Machine language code produced by a translator program, such as an assembler, interpreter, or compiler. Instructions in object code can be executed by a Central Processing Unit (CPU).

Customer Liaison: A Customer employee assigned to act as liaison between Customer and Archonix for the duration of Agreement and the Customer Support Manager assigned by Archonix to Customer.

2. GENERAL

Archonix hereby grants and Customer accepts, upon terms and conditions set forth in this Agreement, a non-transferable and non-exclusive license to use the Licensed Software and Licensed Documentation.

3. ACKNOWLEDGEMENTS

A. Customer acknowledges that the Licensed Products are a valuable trade secret of Archonix and accordingly, this Agreement establishes a confidential relationship between Archonix and Customer. Customer shall not copy or reproduce in any way, in whole or in part, the Licensed Software or Licensed Documentation furnished by Archonix without the prior express written consent of Archonix. Customer shall not sell, transfer, or otherwise make available in any way to any other person, in whole or in part, the program documentation furnished by Archonix except the Customer to make copies for exclusive internal use only. Customer is permitted to retain two (2) copies of each application of the Licensed Software and one back up copy of the related Licensed Documentation on magnetic media for purposes of backup in the event of emergencies. Customer, or anyone obtaining access through Customer, shall not copy, distribute, disseminate or otherwise disclose to any third party the Licensed Software or Licensed Documentation in whole or in part, in any form or media. The restriction on making and distributing the Licensed Software or Licensed Documentation includes without limitation, copies of the following:

- Program libraries, either source or object code
- Operation control language.
- Test Data, sample fields, or file lay outs
- Program Listings
- Licensed Documentation

4. CONTROL

Customer shall be exclusively responsible for the supervision, management, and control of the use of the program.

5. RENEWAL

Archonix grants a renewable license provided Customer is not in default of any provisions of this agreement including, but not limited to, payment in advance of the annual License Fee.

6. SUPPORT

A. *Licensed Software Maintenance*

During the term of this Agreement, Archonix shall provide Customer with the maintenance and repair of any reproducible Licensed Software error or malfunction that may be discovered in Archonix's unaltered current Licensed Software(s) and Updates that may be released and made generally available by Archonix from time to time. Archonix will specify the network environment, and computer server and Customer configurations required for the Licensed Software and Software. If necessary, Archonix will initially install its Licensed Software on the servers and on

the Customer's terminals supplied by the Customer and will test the configuration to ensure it is functioning properly. Installation of additional Customers, server maintenance, network problem solving and all issues other than the maintenance services for the Licensed Software requested and performed after the initial system set up, configuration and installation will be considered outside of the scope of services under this Agreement this maintenance contract and will be billed at the rates in Exhibit A.

B. *Unauthorized Maintenance by Customer*

Any change, modification or enhancement to the Licensed Software(s) by Customer or any other party authorized by Customer without prior written authorization from Archonix is an unauthorized change and Archonix reserves the right to void this Agreement or to provide maintenance that results there from at Archonix's then current time and materials rate for all service provided.

C. *Telephone or Internet Assistance*

Customer shall provide Archonix technicians with access to the Customer's software for Archonix technicians via Virtual Private Network ("VPN") for error correction. Customer will also permit Archonix access to personnel via telephone in order to counsel and advise Customer on the use and maintenance of the Licensed Software during the hours specified in this Agreement. The Response Time for this Telephone and Internet Response service will average less than 4 hours during the supported hours. Unless otherwise specified and agreed to in writing, Telephone and Internet assistance will be available these hours will be from 8 AM to 5 PM, Monday through Friday Eastern Standard Time, excluding the following nationally recognized holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

In addition to regular 8:00 AM – 5:00 PM phone support, a 24-hour, 7-day a week beeper service for after hour support will be provided at Archonix's current rate, which is currently \$140 per hour.

D. *On-Site Assistance*

To the extent that a problem associated with the Licensed Software has been identified as a failure of performance of the Licensed Software provided under this Agreement and is not able to be resolved in accordance with the terms shown above, Archonix may, at its sole discretion, provide on-site assistance by one or more Archonix Services technicians. Customer shall reimburse Archonix for all reasonable out-of-pocket expenses associated with the provision of on-site assistance under the terms of this paragraph.

E. *Services Outside Scope of Work*

Archonix will not be responsible for errors or issues arising outside the scope of this Agreement, including, but not limited to, hardware issues, third-party (non-Archonix) software issues or any other issues that are not directly related to the use of the Licensed Software provided to Customer by Archonix and specified in this Agreement. However, the Customer has the option to request support from Archonix to address any issue outside the scope of services provided for in this Agreement. To

the extent that Archonix is called upon to assist Customer with regard to issues outside the scope of responsibility provided by Archonix in this Agreement, Customer will be notified promptly. Archonix may, at its sole discretion, and upon written authorization by Customer, agree to perform such services requested by Customer at Archonix's then current time and materials rate. Archonix is not obligated to perform such services for Customer, and any such services provided by Archonix will be provided without warranty, express or implied, unless otherwise agreed to in writing by Archonix.

F. *Enhancements*

Routine Enhancements to the Licensed Software shall be provided to Customer at Archonix's sole discretion and, if accepted by Customer, will become part of the Licensed Software(s) and subject to all terms and conditions under this Agreement for maintenance of the Licensed Software(s).

G. *Training*

Archonix will provide Customer training to Customer in the use of its Licensed Software(s) upon new installation orders. Such training will be performed at the location(s) of the installation of the Licensed Software unless otherwise specified by Customer. If agreed to by Customer and Archonix, Archonix will provide additional training, including training for new Customer personnel after installation and upon Customer's written acceptance. Such training will be provided at the then standard published training fees for Archonix.

H. *Customer Support*

Customer shall provide Archonix full complete, unabated and free on-site and electronic access, without charge, to the Licensed Software so as to enable Archonix to provide the covered maintenance services as set forth in this Agreement. Customer shall make available to Archonix promptly upon request to all facilities and services reasonably required by Archonix for the performance of its obligations under the Agreement.

7. **PAYMENT**

A. *License and Program Maintenance Fee*

In consideration of the services provided under this Agreement, Customer agrees to pay an annual License and Program Maintenance Fee to Archonix. The initial payment under this License and Program Maintenance Fee will be due within thirty days upon Customer's written acceptance of this Agreement. Amounts due to Archonix for Licensing and Program Maintenance will be subject to periodic increase at the sole discretion of Archonix, beginning with the first renewal period, but in no event will the annual rate of increase exceed more than six percent (6.0 %) annually over the previous year's payment. Customer agrees to pay future License and Program Maintenance Fees on the annual renewal date of this Agreement, unless otherwise specified in writing by Archonix Services in order to maintain service. All unpaid balances are subject to a one and one half (1.5%) percent monthly finance charge, which shall accrue until paid in full by Customer.

B. *Additional Charges*

Customer shall reimburse Archonix for all reasonable expenses incurred by Archonix in the performance of this Agreement, including, but not limited to, travel expenses of Archonix's employees while away from Archonix's principal offices. Customer shall also reimburse Archonix for any and all special or unusual expenses incurred at Customer's request, subject to prior written authorization by Customer. All such additional charges shall be invoiced to Customer as they are incurred and are due and

payable to Archonix within thirty (30) days of receipt of receiving the invoice and any unpaid balances shall be subject to a monthly charge equal to one and one-half percent (1.5%) of the current outstanding unpaid balance, or the highest amount allowable by law, whichever is less. Customer also will pay or reimburse Archonix for all costs, including legal and external collection, associated with the collection of any payment.

8. **TERM**

Performance of this Agreement shall commence upon signing and shall remain in effect for a term of one year, automatically renewing thereafter for successive one (1) year terms unless terminated as provided for in this Agreement.

9. **TERMINATION**

Both Archonix and Customer shall have the right to terminate this Agreement upon not less than sixty (60) days advance written notice. In the event of contract termination by Archonix, Customer will receive a prorated return of any monies that have been paid in advance during the calendar year by Customer to Archonix for its License and Program Maintenance. However, Customer shall nonetheless remain obligated to pay all accrued charges including finance and other charges in the event of termination to accrue by any party under this Agreement.

10. **WARRANTIES**

- A. Archonix warrants that to the best of its knowledge that the performance of Licensed Software maintenance services under this Agreement shall not in any way constitute infringement or other violation of any patent, copyright, trade secret, trade name, trademark, proprietary information or non-disclosure or other rights of any third party.
- B. Archonix warrants that it has the right to grant the rights to the Licensed Software(s) under this Agreement.
- C. Archonix does not warrant that the operation of the Licensed Software will be uninterrupted or error free. Archonix does not warrant the operation of any other software, hardware or service other than those expressly specified under this Agreement.

11. **LIMITATION OF LIABILITY**

- A. Archonix shall only be liable for direct damages to Customer resulting from the performance of services directly associated with its Licensed Software under this Agreement. The amount of liability shall be limited to the pro-rata amount remaining of the annual License and Program Maintenance Fee paid or payable to Archonix under this Agreement.
- B. Default
Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder which default cannot be cured, or which being capable of cure, has not been cured within sixty (60) days after written notice received by the other party of such default.

12. **PROPERTY RIGHTS**

- A. Acknowledgement of No Enhancement Rights
In the event Archonix develops any materials, Updates, or Enhancements to the Licensed Software(s) at Customer's expense, such material, Updates, or Enhancements shall not be deemed to create a new program or create any ownership rights by the Customer in the materials, Updates, or Enhancements or Licensed Software.
- B. Confidential Information
During the term of this Agreement and for a period of two (2) years thereafter, Customer shall safeguard and maintain the confidentiality of all Archonix confidential information and shall not disclose such to third parties.

14. **INTEGRATION**

This Agreement constitutes the entire agreement between Archonix and Customer superseding all previous communications and negotiation, whether written or oral. The terms and conditions of this Agreement shall prevail over any service order or memorandum submitted to Archonix by Customer. Except as otherwise provided in this Agreement, no modification of this Agreement shall be binding unless it is in writing and signed by both Parties.

15. **SEVERABILITY**

If any provision of this contract is held invalid, the other provisions of this contract shall not be affected thereby. If the application of the contract or any of its provisions, to any person or circumstances is held invalid, the application of the contract and its provisions to other persons or circumstances shall not be affected thereby.

16. **FORCE MAJEURE**

Archonix and Customer shall not be liable for delays in the performance of services or delivery of products ordered hereunder arising out of causes beyond the control and without the fault and negligence of Archonix or Customer. Such causes include but are not restricted to acts of God; the public enemy; or the government, fires, flood, epidemics, quarantine, restrictions, strikes, labor unrest, freight embargoes, unusually severe weather, and defaults or delays of suppliers due to any of such causes.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

18. ARBITRATION

In those situations where disagreement or disputes cannot be successfully resolved between the parties of this Agreement, Customer and Archonix agree to the use of binding arbitration to settle the dispute. The parties of this Agreement agree to select and employ a professional arbitrator and conduct the conflict resolution process according to the rules and procedures of the American Arbitration Association. Both parties to this Agreement agree to equally share the professional fees and related expenses of the arbitrator and to abide by the directions resulting from the arbitration process.

This Agreement and the Attachments (Exhibits A-B) listed below constitutes the entire Agreement, understanding and representations, expressed or implied, between Customer and Archonix with respect to the equipment and services.

Customer, by its signature acknowledges that it has read this Agreement, understands it and agrees to all its terms and conditions.

ACCEPTED:

Archonix Services, LLC:

Customer:



Authorized Signature

Authorized Signature

Dawn Hacker

Printed Name

Printed Name

Director of Operations 5/3/05

Title Date

Title Date

ATTACHMENTS

Exhibit A License and Program Support Fees

Exhibit B Hotline Customer Support Contacts

Exhibit A
License and Program Support Fees

C-PLIMS License Fee (7/1/05-6/30/06)	\$15,164.00
C-PLIMS Support Fee	3,106.00
C-PLIMS AIX Support	529.00
C-PLIMS Informix Support	3,579.00
Kea Support	1,335.00
LEIN TCP/IP Interface Support	3,524.00
TPS 3270 BiSync	234.00
TPS Portmaster	117.00
TPS SNA	117.00
E911 Support	1,586.00
DM Launch	441.00
Clemis Batch Support	1,762.00
CAD Multi-Juris Support	1,322.00
C-Mobile Support	5,598.00
C-Laptop Support	2,582.00
TOTAL ANNUAL LICENSE AND SUPPORT	<u>\$40,996.00</u>

Services Outside Scope of Work

Rate for additional support (one hour minimum)	\$140 per hour
Rate for additional training (four hour minimum)	\$100 per hour

Exhibit B
Hot Line Customer Support Contacts

In order to assure continuity in support, it is critical that only qualified personnel use the Hot Line. Archonix Hot Line personnel will only respond to product-trained members who are identified as Department Contacts and are listed below. The following are the persons qualified for Hot Line access from your Department. Please report changes to the list, as they occur.

Contact #1:

Name: _____ Title: _____

Phone # _____ ext# _____ Fax # _____

Mobile # _____ Email: _____

Please check all boxes that apply

Sys Admin Web Access HLC Access

Contact #2:

Name: _____ Title: _____

Phone # _____ ext# _____ Fax # _____

Mobile # _____ Email: _____

Please check all boxes that apply

Sys Admin Web Access HLC Access

Contact #3:

Name: _____ Title: _____

Phone # _____ ext# _____ Fax # _____

Mobile # _____ Email: _____

Please check all boxes that apply

Sys Admin Web Access HLC Access

Definitions:

1. **System Administrator (Sys Admin):** person assigned by your Department who is most knowledgeable of the system; this person is the key point of contact for both Employees and Archonix Support Staff in reference to system requirements & problems
2. **Website Access (Web Access):** permissions by your Department to access support.archonixsystems.com website
3. **Hot Line Call Access (HLC Access):** access to support.archonixsystems.com website and permission by your Department to enter, track and review Hot Line calls



Invoice

Date	Invoice #
05/03/2007	07-10386

Archonix Systems LLC
 17000 Commerce Parkway, Suite C
 Mount Laurel, NJ 08054
 856-787-0020
 856-787-0060 Fax

Bill To
Novi Police & Fire Dept 45125 West Ten Mile Road Novi, MI 48375-3024

Ship To
Novi Police & Fire Dept 45125 West Ten Mile Road Novi, MI 48375-3024

P.O. No.	Terms	Due Date
	Net 60	07/01/2007

Description	Qty	Rate	Amount
License and Support Fee 7/1/07-6/30/08 Support hours are Monday-Friday 8:00am - 5:00pm EST (normal business hours) excluding holidays. Calls placed after normal business hours will be billed at the rate of \$140 per hour.			
C-PLIMS License Fee	1	15,970.00	15,970.00
C-PLIMS Support Fee	1	3,271.00	3,271.00
C-PLIMS AIX Support	1	557.00	557.00
C-PLIMS Informix Support	1	3,770.00	3,770.00
KEA Support	1	1,405.00	1,405.00
LEIN/TCP IP Support	1	3,712.00	3,712.00
E911 Support	1	1,670.00	1,670.00
DM Launch	1	464.00	464.00
Clemis Support	1	1,856.00	1,856.00
Multi-Juris CAD Support	1	1,392.00	1,392.00
C-Mobile Support	1	5,896.00	5,896.00
C-Laptop Support	1	2,719.00	2,719.00

Please make all checks payable to Archonix Systems. Thank you for your business!	Total	\$42,682.00
	Payments/Credits	\$0.00
FED ID#: 58-2674202	Balance Due	\$42,682.00