

ORDINANCE NO. 03-80 AC CMS

AN ORDINANCE AMENDING THE CONTRACT WITH CREATIVE MICROSYSTEMS (SANDERSON CMI) OF ENGLEWOOD, OHIO, FOR SOFTWARE AND EQUIPMENT UPGRADES 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 (Sanderson CMI) for hardware and software for a central finance office computer system, as authorized by Ordinance No. 94-34 AC CMS, is hereby amended to authorize the purchase of software and hardware upgrades in accordance with the attached Addendum's D through K.

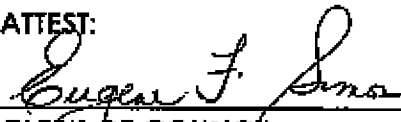
SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared an emergency measure necessary for the preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, to wit:

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

PASSED: 1st Reading – September 15, 2003 (E)
2nd Reading –
3rd Reading –

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: September 16, 2003

EFFECTIVE DATE: September 16, 2003



September 22, 2003

Salvatore Talarico
City of Oberlin
69 South Main Street
Oberlin, OH 44074

Dear Sal:

Enclosed you will find an executed copy of the Sanderson CMI contract agreement recently signed and returned to us covering your purchase of a new hardware system and associated products and services. This copy is for your files.

Your new hardware system is being ordered, and Mary Lynn Poston, our Project Coordinator, will be contacting you to schedule the installation as soon as all items are received in our office.

We look forward to working with you to achieve successful implementation of your new hardware system. Please feel free to contact us with any questions or concerns during the installation process.

Sincerely,

Vivian Pope
Contract Administrator

Enclosures

cc: MaryLynn Poston, Project Coordinator
Dave Huddleston, Manager of Financial Client Support

SOFTWARE LICENSE AND HARDWARE SALES AGREEMENT MODIFICATION ADDENDUM I (revised 08/28/03)

The purpose of this addendum is to provide for hardware and hardware related products and services not included as part of our original contract dated May 18, 1994, or any subsequent contract modification agreements. This contract agreement shall remain valid for a period of sixty (60) days; therefore, this agreement shall be void if not executed by October 15, 2003.

DATABASE SOFTWARE PRODUCTS/SERVICES PROVIDED

APPLICATION	LICENSE FEE	INSTALLATION FEE	DAYS OF INSTALL	TRAINING FEE (A)	DAYS OF CLASS	ANNUAL FEE (B)
Database Platform Change From AIX to LINUX - 16 Existing Users	\$ 1,600	Included				Existing
License Fee	\$ 1,600					
Installation Fee	Included					
Annual Fee	Existing					
Database Software Total	\$ 1,600					
Hardware Total	12,776	(See Page 3)				
License Transfer Fee (C)	2,400					
Incentive Credit (C)	- 2,400					
CONTRACT TOTAL	\$14,376					

DATABASE SOFTWARE FOOTNOTES

- (A) Basis Administrator's training covering system shut down, restart and backup procedures is included as part of the installation process. Additional on-site training is available upon request.
- (B) Database software annual support fees are covered by a separate agreement and are shown here for reference purposes only. The CUSTOMER has a support agreement in effect through 12/31/03 for the (16) existing users and renewal will be required effective 01/01/04. Annual support fees are required for all database software.
- (C) License transfer fees provide for the license and data transfer of the following Sanderson CMI software from the old host machine to the new host machine: Payroll, Finance, Utility and Fixed Assets. Sanderson CMI has agreed to waive the standard license transfer fee of \$2,400 with the understanding that the City intends to upgrade their software to the Client Server versions.

— SPECIAL NOTE —

If the CUSTOMER is currently using JET for forms, letters or text, additional costs will apply to implement Word Server for the character-based applications. Upgrading to the Client Server versions of our software includes this capability at no additional charge.

Also See General Software Notes on Following Page

GENERAL SOFTWARE NOTES

LICENSE FEES

The License Fee provides you with a perpetual license to use the software so long as you observe the conditions in the license agreement. The license fee includes one complete set of documentation at no additional cost. Sanderson CMI agrees to provide source code for each Sanderson CMI software application on which the appropriate license fees have been paid to Sanderson CMI. PC based and third party software products are NOT included.

IMPLEMENTATION SERVICES

The Implementation Services cost listed next to each application represents the standard amount of support needed to implement the software application completely and successfully. This includes on-site and remote support needed for implementation. Sanderson CMI reserves the right to provide half days when appropriate and to use 2 hours out of each 8 hour day for travel when working on-site. However, the CUSTOMER will pay no per diem travel costs incurred by Sanderson CMI support personnel.

TRAINING

The cost of training, if applicable, shown next to each application listed, provides for training as specified within this Agreement.

SOFTWARE SUPPORT SERVICES

The required Annual Fees for all Sanderson CMI software provide for unlimited telephone and modem support. Our technical support staff near Dayton, Ohio will answer questions and if necessary will log onto your system via modem to relieve problems. If you require on-site assistance, it will be provided on an hourly basis at the then current Sanderson CMI support rate. These annual fees also include annual software updates. The current annual fees are stated within this agreement for reference purposes, however, a separate agreement is required.

Annual fees for non-Sanderson CMI software products, if applicable, have also been included. Non-Sanderson CMI software includes the database software. Annual support fees are required for all database software.

MODIFICATIONS

The costs listed above are for our standard software applications as defined in our software overviews. Arrangements for special modifications will be considered at a cost proportionate to the extent of the modification. Special consulting and software development and modifications can also be arranged as needed at the then current hourly rates.

TERMS

Sanderson CMI Software License Fees	100% Upon Invoice, If Applicable
Database Software License Fees	100% Upon Invoice, At Installation
Installation, Conversion and/or Transfer Fees	100% Upon Invoice, If Applicable
Training Fees	100% Upon Invoice, If Applicable
Annual Fees	100% Upon Invoice, If Applicable

HARDWARE PRODUCTS/SERVICES PROVIDED

DESCRIPTION	MODEL NUMBER	QTY	PRICE	EXTENDED PRICE	MAINTENANCE	
					YR.1	YR.2
IBM xSeries 235 (A)	867171X	1	\$ 2,139	\$ 2,139	(B)	(B)
Intel Xeon; 2.8GHz						
512MB Memory						
48x CD-ROM						
3.5" 1.44MB Diskette Drive						
10/100/1000 Ethernet						
560W Power Supply						
Keyboard/Mouse						
(2) Serial Ports						
20/40GB DDS 4mm Int. Tape Drive	00N7991	1	650	650		
ServcRAID - Si Controller	25P3492	1	465	465		
36.4GB 15K SCSI U320 HDD	32P0734	3	613	1,839		
512MB DDR PC2100 ECC DIMM	33L5038	2	284	568		
560W Hot-Swap Power Supply	33P2753	1	371	371		
2.8GHz 533MHz Processor (2 nd)	71P8967	1	743	743		
17" Color Monitor		1	Existing	Existing		
SCMI Supplemental Services					(B)	(B)
Subtotal Computer System				\$ 6,775		
RedHat Linux 7.x				60	(B)	(B)
Subtotal Operating System Software				\$ 60		
Subtotal PC Workstations				Existing		
Subtotal Printers				Existing		
Subtotal PC Communication Software				Existing		
APC Smart Back UPS - 1500	073114	1	769	769	(B)	(B)
Jet Direct 3 Port	689812	1	399	399	(B)	(B)
External Modem		1	Existing	Existing		
PCT Parallel Card	751751	1	60	60		
20/40GB 4mm Tape Cartridges		10	3 rd Party	3 rd Party		
Backup Edge for LINUX System	ZOS-3000	1	300	300		
Subtotal Other Hardware				\$ 1,528		
Subtotal All Hardware				\$ 8,363		
Installation, Setup/Support & Project Management (C)				\$ 4,068		
Cables & Supplies				120		
Freight				225		
HARDWARE TOTAL				\$12,776		

See Hardware Footnotes on Following Page

HARDWARE FOOTNOTES

- (A) This product has been quoted at or below the Ohio State Term Schedule discounted rate in compliance with Ohio Revised Code 125.04.
- (B) Maintenance fees are NOT included in this Agreement, but have been quoted separately at the CUSTOMER's request.
- (C) This fee includes a one-day pre-site visit to verify the configuration, cabling, etc. prior to system installation.

See Attachment A for Detailed Hardware Configuration

Also See General Hardware Notes on Following Pages

GENERAL HARDWARE NOTES

Expansion

The system(s) listed can be expanded by adding more physical ports, expanding the number of users on the Pick Relational Data Base License or other Operating System software, and by adding the desired peripherals to the system. Disk expansion and back up alternatives are also possible.

Hardware Maintenance & Warranty

Unless stated otherwise, a one year on-site warranty has been provided for the cost indicated. Sanderson CMI strongly recommends on-site service from an authorized service provider for all critical system components. Current second year maintenance costs are listed for budgeting purposes; however these are estimates only and are subject to change. Multi-year contracts are also available.

System Software Maintenance

If applicable, Sanderson CMI has included the cost of providing support of the operating system software which is a critical component of the overall system environment. This support provides telephone and modem support to address problems which may result from or be impacted by your operating system software. This support is also available from Sanderson CMI on a "time and materials" basis at the then current Sanderson CMI non-contract support rate. New releases and updates to operating system software are governed by the source vendor and are NOT included in the Sanderson CMI support cost. The cost of such releases and/or updates are dictated by the source vendor at the time of release. The installation services required to install any new releases or updates of the operating system software are handled by Sanderson CMI on a "time and materials" basis since the time required varies by machine type, operating system software versions, etc.

Installation Requirements

Installation includes the delivery, setup, testing and connection of all peripheral devices included in the Hardware section of this document. It DOES NOT include the costs to "run" the cable to user locations within the building(s). The "running" of cable, provision for a common ground, dedicated electrical service, a telephone line with an RJ11 adapter for the modem and remote support and any building alterations are the direct responsibility of the CUSTOMER. When communication between buildings is applicable, the CUSTOMER is responsible for having a common ground between buildings, for ensuring that proper wiring techniques are utilized and for providing lightning protection.

Third Party Equipment

It is the CUSTOMER'S responsibility to inform Sanderson CMI of any third party equipment which will be incorporated into the configuration of this system. Failure to do so may result in inadequate system configuration. Any additional costs associated with making this equipment compatible with system or operating system proposed is also the direct responsibility of the CUSTOMER.

Cable Requirements

Requirement for plenum cable must be determined by the CUSTOMER prior to cable installation. All cable, whether standard or plenum, must meet Level 5 UTP standards. These cables must be certified for use up to and including 100 Mbps applications. Cable should be shielded with 4 twisted pairs. Use of RJ45 connectors is required.

Substitutions

Sanderson CMI reserves the right to make substitutions for hardware items which may be enhanced or discontinued between the time of proposal and placement of order. Substitutions will be of comparable or greater value, and the CUSTOMER will be notified in writing and must authorize any substitutions which involve an increase in pricing.

Invoicing of Equipment

If a hardware installation is delayed BY THE CUSTOMER beyond twenty-one (21) days after receipt of the equipment in Sanderson CMI's office, Sanderson CMI reserves the right to invoice for the hardware equipment and expect prompt payment of such invoice. Installation fees and other miscellaneous fees will not be invoiced until after the installation is completed.

OTHER HARDWARE TERMS AND CONDITIONS

- 1) Risk of Loss, Taxes, Payment: Sanderson CMI shall bear all risk of loss or damage to the Equipment until delivery to CUSTOMER'S location. Thereafter all risk of loss or damage shall be borne by the CUSTOMER. Title to the Equipment shall not pass to CUSTOMER until Sanderson CMI has been paid all amounts due under the terms of this Agreement, including freight and installation. Sales, property, excise and other related taxes pertaining to the sale shall be paid by the CUSTOMER, if applicable. Sanderson CMI recognizes that the CUSTOMER is currently exempt from Ohio sales and excise tax. Payment for the Equipment shall occur no later than the date of delivery and certification by Sanderson CMI or the authorized installation representative that the Equipment is operational.
- 2) HARDWARE WARRANTY. THE FOLLOWING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(a) Title: Sanderson CMI warrants that all Equipment delivered hereunder shall be of new manufacture and Sanderson CMI possesses good and clear title to said Equipment, and that there are no pending liens, claims or encumbrances against said Equipment.

(b) Equipment: Sanderson CMI warrants that the Equipment delivered under this Agreement will be free from defects in material and workmanship during the Warranty Period which shall be that provided by the original manufacturer and/or its direct sales representative. This limited warranty shall not apply to any Equipment which has been subject to misuse, neglect, accident or any installation, repair or modification not performed or authorized by Sanderson CMI or authorized service personnel.

The foregoing constitutes CUSTOMER'S sole and exclusive remedy with respect to any breach of Warranty and Sanderson CMI'S liability to CUSTOMER in such event shall be limited to the repair or replacement of the defective Equipment provided by Sanderson CMI.

(c) Operating System: All operating system software shall be governed by a separate agreement pertaining to the operating system(s) in use.

(d) Limitation of Liability: Sanderson CMI shall not be liable to CUSTOMER or any other person for any claim or damages arising directly or indirectly from the furnishing of Equipment or services related thereto, or from any other cause except for claims arising from the negligence of Sanderson CMI, its employees or agents. The liability of Sanderson CMI for negligence shall in no event exceed the total price of the item(s) of Equipment which is the subject of the claim. IN NO EVENT SHALL SANDERSON CMI BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE EXISTENCE, FURNISHING, FUNCTIONING OR THE USE OF THE EQUIPMENT OR SERVICES PROVIDED HEREUNDER.

- 3) Additional Equipment: CUSTOMER may purchase additional Equipment or upgrades from Sanderson CMI to the Equipment provided by this Agreement by the issuance of a purchase order to Sanderson CMI's at its then current price. Any CUSTOMER terms and conditions of such order shall be of no force and effect to the extent that they conflict with the terms and conditions of this Agreement.

- 4) Quantity: Sanderson CMI shall allow the CUSTOMER the right to alter the quantity of any piece of Equipment listed on this Addendum until the specific item(s) has been ordered by Sanderson CMI.

- 5) Hardware Terms:

Hardware/Hardware Related Products.	100% Upon Installation (See Exception on Previous Page)
Hardware Installation, Related Services:	100% Upon Installation

All other terms of the original agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this agreement addendum as of the date indicated below:

Sanderson CMI
50 Hillside Court
Englewood, OH 45322

09/22/03
Date

Vivian Pope
Vivian Pope, Contract Administrator

City of Oberlin
69 South Main Street
Oberlin, OH 44074

9/15/03
Date

[Signature]
Authorized Signature

Certification of Funds:

I hereby certify that the amount required to meet this contract has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free of any previous encumbrances.

P.O. # R6031310

9/16/03
Date

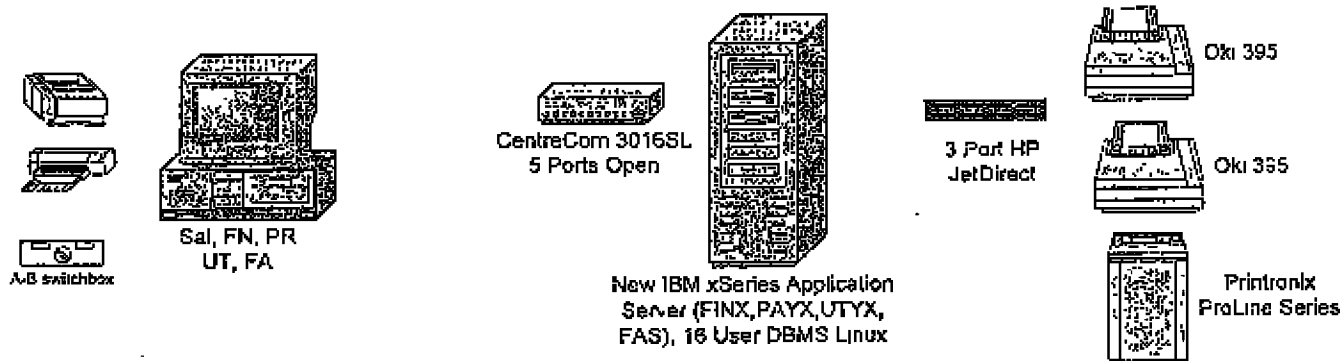
[Signature]
Fiscal Officer

City of Oberlin Hardware Configuration Chart (2/1/10)										
Attachment A 08/12/03										
Client: Salzatore Talarico (Finance Director) Phone: 440-775-7210										
Client: Dawn Ferritto (Network Administrator) Phone: 440-775-3076										
Qty	Equipment Description	Usage	Host	PC	SCMI	SCMI	Net	New	Service	
Location	Unit	Port	Port	Port	Port	Port	Port	Port	Port	Port
Computer Room: Proposed System										
1	IBM xSeries 235	Host					1	New	SCMI	
	Intel Xeon, 2.8GHz	Host						New	SCMI	
	512MB Memory	Host						New	SCMI	
	48X CD ROM	Host						New	SCMI	
	3.5" 1.44MB Diskette Drive	Host						New	SCMI	
	10/100/1000 Ethernet	Host						New	SCMI	
	560W Power Supply	Host						New	SCMI	
	(2) Serial Ports	Host						New	SCMI	
	Keyboard/Mouse	Host						New	SCMI	
1	20/40GB DDS 4mm Int. Tape Drive	Host						New	SCMI	
1	ServeRAID -5i Controller	Host						New	SCMI	
3	36 4GB 15K SCSI U320 HDD	Host						New	SCMI	
2	512MB DDR PC2100 ECC DIMM	Host						New	SCMI	
1	560W Hot-Swap Power Supply	Host						New	SCMI	
1	2.8GHz 533MHz Processor (2nd)	Host						New	SCMI	
1	PCI Parallel Card	Host						New	SCMI	
1	Monitor	Host						Existing	3rd Party	
1	APC 1500VA UPS	Host	1S					New	SCMI	
1	16 Port CentreCom 30165L Hub #1	Host						Existing	3rd Party	
1	16 Port Hub #2	Host						Existing	3rd Party	
1	Diagnostic Modem Intel 14.4	Host	1S		1			Existing	SCMI	
1	Digiboard 16 Port Terminal Server #2	Host						Remove	SCMI	
1	Lantronix 8 Port Terminal Server	Host						Remove	SCMI	
Appears to be a terminal server, all pc's are connected to it via IP address to a concentrator										
1	Database AIX to Linux -17 Users	Host						New	SCMI	
1	Backup Edge for Linux	Host						New	SCMI	
Installation Notes:										
- City has rewired, client moved into now refurbished building, has (2) 48 port patch panels										
- Current Terminal server use to convert Risc serial ports to network (go direct to hub)										
- Has external 8MM tape drive 2.3GB										
- Client on Version 6.1.1 D3 and AIX 3.2 Raining Data reflects client has D3 AIX installed)										
- Computer room has (2) 48 port patch panels										
City Computer Room Printers										
1	Printronix PSA Series 5 Ptr - Utility Bills					1		Existing	SCMI	
1	Okidata 395 System Ptr (Top)					1		Existing	SCMI	
1	Okidata 395 System Ptr (Bottom)					1		Existing	SCMI	
1	HP JetDirect - 3Port						1	New	SCMI	

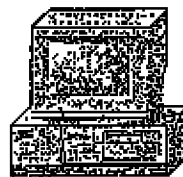
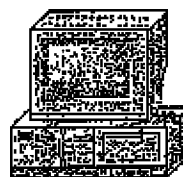
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City	Equipment Description	Location	Host	PC	CMI	CMI	Net	New	Source
Qty	Location	Host	Host	PC	User	Port	Work	Existing	Source
1	IBM 330GL Pentium 128MB Memory	Carol						Existing	3rd Party
	4 GB HDD Partition 2/2	Carol						Existing	3rd Party
	CD-Rom	Carol						Existing	3rd Party
	Network Interface Card	Carol						Existing	3rd Party
	15" IBM Color Monitor	Carol						Existing	3rd Party
	Windows 98, MS Office 97 (SM Bus)	Carol						Existing	3rd Party
	Wintegrate V 3.0.5	Carol						Existing	SCMI
	Wintegrate Session 1	Carol		1		1		Existing	SCMI
1	IBM Lexmark Laser LP6	Carol		1P				Existing	3rd Party
1	Smart Label Ptr SII	Carol		1S				Existing	3rd Party
1	IBM 330GL Pentium 128MB Memory	Karen Smith						Existing	3rd Party
	4 GB HDD Partition 2/2	Karen Smith						Existing	3rd Party
	CD-Rom	Karen Smith						Existing	3rd Party
	Network Interface Card	Karen Smith						Existing	3rd Party
	15" IBM Color Monitor	Karen Smith						Existing	3rd Party
	Windows 98, MS Office 97 (SM Bus)	Karen Smith						Existing	3rd Party
	Network Card	Karen Smith						New	3rd Party
	Wintegrate V 3.0.5	Karen Smith						Existing	SCMI
	Wintegrate Session 1	Karen Smith		1		1		Existing	SCMI
1	IBM Lexmark Laser 4039 10P	Karen Smith		1P				Existing	3rd Party
1	Smart Label Ptr SII	Karen Smith		1S				Existing	3rd Party
1	IBM 330GL Pentium 128MB Memory	Heather						Existing	3rd Party
	4 GB HDD Partition 2/2	Heather						Existing	3rd Party
	CD-Rom	Heather						Existing	3rd Party
	Network Interface Card	Heather						Existing	3rd Party
	15" IBM Color Monitor	Heather						Existing	3rd Party
	Windows 98, MS Office 97 (SM Bus)	Heather						Existing	3rd Party
	Wintegrate V 3.0.5	Heather						Existing	SCMI
	Wintegrate Session 1	Heather		1		1		Existing	SCMI
City of Oberlin Connections:									
Available Terminations				2S	NA	16	NA	32	
				1P					
Configured Terminations				2S	0	17	6	18	
				0P					
Open or Spare Terminations				0S	NA	-1	NA	14	
				1P					

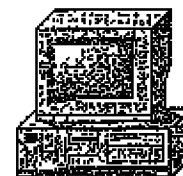
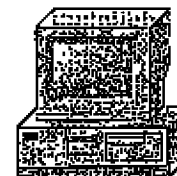
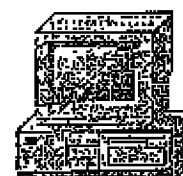
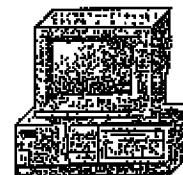
Sanderson CMI Oberlin City Proposed Configuration



Responsibility of IT Dept. to Configure Inquiry PCs



HP DeskJet 980csc



HP LaserJet 1000





September 23, 2003

City of Oberlin
69 South Main Street
Oberlin, OH 44074

Attn: Salvatore Talarico

Dear Sal:

Enclosed you will find your fully executed copy of the contract agreements that were recently signed and returned to Sanderson CMI covering your purchase of the Payroll Direct Deposit and Utility Direct Payment modules. These are for your files.

We will be contacting you shortly regarding installation and setup of these modules. If you have questions or concerns during the installation process, please don't hesitate to call.

Sincerely,

Vivian Pope
Contract Administrator

Enclosures

Cc: Mary Lynn Poston, Project Coordinator
Dave Huddleston, Manager of Financial Client Support

SOFTWARE LICENSE AND HARDWARE SALES AGREEMENT MODIFICATION ADDENDUM J

The purpose of this addendum is to provide for software products and services not installed as part of our original contract dated May 18, 1994, or subsequent modification agreements. This addendum and the pricing contained therein shall remain valid for a period of sixty days; therefore this agreement may be null and void if not executed by October 27, 2003.

SOFTWARE PRODUCTS/ SERVICES PROVIDED

Application	License Fee	Installation Fee	Days Of Install	Training Fee	Days Of Class	Annual Fee
Payroll -						
Direct Deposit (A)	\$ 1,000	\$ 300	.5	\$ 0	0	\$ 150 (B)
License Fee	\$ 1,000					
Installation Fee	300					
1 st Year Annual Fee	150					
CONTRACT TOTAL	<u>\$ 1,450</u>					

SPECIAL SOFTWARE FOOTNOTES

- (A) Direct Deposit is subject to specific bank requirements. The CUSTOMER must provide Sanderson CMI with the name of their banking institution and a bank contact name and telephone number. Direct Deposit processing must take place on a PC that has Windows 95 or greater, a modem and Wintegrate communication software to upload the file. This Agreement does NOT include any hardware or related products that may be needed to meet these requirements.
- (B) These services are covered by a separate agreement and are shown here for reference purposes only. Annual fees are required for all Sanderson CMI software and include 800 telephone support and software updates, if applicable. The first- year annual fee will be billed upon installation.

Also See General Software Notes on Following Page

GENERAL SOFTWARE NOTES

LICENSE FEES

The License Fee provides you with a perpetual license to use the software so long as you observe the conditions in the license agreement. The license fee includes first year software support and one complete set of documentation for new applications at no additional cost. Sanderson CMI agrees to provide source code for each Sanderson CMI software application on which the appropriate license fees have been paid to Sanderson CMI. PC based and third party software products are NOT included.

IMPLEMENTATION SERVICES

The Implementation Services cost listed next to each application represents the standard amount of support needed to implement the software application completely and successfully. This includes on-site and remote support needed for implementation. Sanderson CMI reserves the right to provide half days when appropriate and to use 2 hours out of each 8 hour day for travel when working on-site. However, the CUSTOMER will pay no per diem travel costs incurred by Sanderson CMI support personnel.

TRAINING

The cost of the Training, if applicable, shown next to each application listed provides for training as specified in this Agreement. One copy of documentation will be provided at no additional cost.

SOFTWARE SUPPORT SERVICES

The required Annual Fees for all Sanderson CMI software provide for unlimited telephone and modem support. Our technical support staff near Dayton, Ohio will answer questions and if necessary will log onto your system via modem to relieve problems. If you require on-site assistance, it will be provided on an hourly basis at Sanderson CMI's then current support rate. These annual fees also include software updates, where applicable. The current annual fees are stated within this agreement for reference purposes; however, a separate agreement is required.

Annual fees for non-Sanderson CMI software products, if applicable, have also been included. Non-Sanderson CMI software includes the database software. Annual support agreements are required for all database software.

MODIFICATIONS

The costs listed above are for our standard software applications as defined in our software overviews. Arrangements for special modifications will be considered at a cost proportionate to the extent of the modification. Special consulting and software development and modifications can also be arranged as needed at the then current hourly rates.

TERMS

Sanderson CMI Software License Fees	100% Upon Invoice, At Installation
Database Software License Fees	100% Upon Invoice, If Applicable
Implementation Fees	100% Upon Invoice, At Installation
Training Fees	100% Upon Invoice, If Applicable
Annual Fees	100% Upon Invoice, After Installation

City of Oberlin

Addendum J
PAYX Direct Deposit
Sanderson CMI

All other terms of the original agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this agreement addendum as of the date indicated below:

Sanderson CMI
50 Hillside Court
Englewood, OH 45322

09/22/03
Date

Vivian Pope
Vivian Pope, Contract Administrator

City of Oberlin
69 South Main Street
Oberlin, OH 44074

9/15/03
Date

[Signature]
Authorized Signature

Certification of Funds:

I hereby certify that the amount required to meet this contract has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free of any previous encumbrances.

P. O. # R6-031308 9/16/03
Date

[Signature]
Fiscal Officer

Bank Contact to
coordinate direct deposit
bank requirements

Maureen Murman
First Merit Bank
440-329-3318

City of Oberlin

Sanderson CMI

**SANDERSON CMI
CONTRACT # 2110
ANNUAL FEE SCHEDULE**

APPLICATION	BEGIN DATE (1)	TERM DATE (1)	MONTHS	AMOUNT
Payroll – Direct Deposit	09-01-03	08-31-04	12	\$ 150
Total				<u>\$ 150</u>

(1) These dates will be manually adjusted, if necessary, once the installation is completed.

TERMS

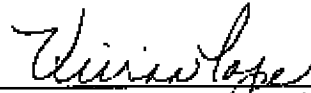
Payment of the entire amount of this agreement shall be made upon receipt of invoice. Failure to remit timely payment will jeopardize support coverage.

For periods of coverage of less than one year, the fee will be prorated. Refund of the unused portion of a terminated agreement will only be made if the CUSTOMER terminates full use of the Sanderson CMI software application and complies in full with the termination provisions of the Sanderson CMI Software License Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum. All other terms and conditions of Contract # 2110 shall remain in effect.

Sanderson CMI
50 Hillside Court
Englewood, OH 45322

09/22/03
Date


Vivian Pope, Contract Administrator

City of Oberlin
69 South Main Street
Oberlin, OH 44074

9/15/03
Date


Authorized Signature

SOFTWARE LICENSE AND HARDWARE SALES AGREEMENT MODIFICATION ADDENDUM K

The purpose of this addendum is to provide for software products and services not installed as part of our original contract dated May 18, 1994, or subsequent modification agreements. This addendum and the pricing contained therein shall remain valid for a period of sixty days; therefore this agreement may be null and void if not executed by October 27, 2003.

SOFTWARE PRODUCTS/ SERVICES PROVIDED

Application	License Fee	Installation Fee	Days Of Install	Training Fee	Days Of Class	Annual Fee
Utility Billing -						
Direct Payment (A)	\$ 1,000	\$ 300	.5	\$ 0	0	\$ 150 (B)
License Fee	\$ 1,000					
Installation Fee	300					
1 st Year Annual Fee	150					
CONTRACT TOTAL	<u>\$ 1,450</u>					

SPECIAL SOFTWARE FOOTNOTES

- (A) This module allows for processing of an ACH file to provide direct payment within the Utility Billing Software and is subject to specific bank requirements. The CUSTOMER must provide Sanderson CMI with the name of their banking institution and a bank contact name and telephone number. Direct Payment requires a PC that has Windows 98 or greater, a modem and Winegrate communication software to upload the file. This Agreement does NOT include any hardware or related products that may be needed to meet these requirements.
- (B) These services are covered by a separate agreement and are shown here for reference purposes only. Annual fees are required for all Sanderson CMI software and include 800 telephone support and software updates, if applicable. The first-year annual fee will be billed upon installation.

Also See General Software Notes on Following Page

GENERAL SOFTWARE NOTES

LICENSE FEES

The License Fee provides you with a perpetual license to use the software so long as you observe the conditions in the license agreement. The license fee includes first year software support and one complete set of documentation for new applications at no additional cost. Sanderson CMI agrees to provide source code for each Sanderson CMI software application on which the appropriate license fees have been paid to Sanderson CMI. PC based and third party software products are NOT included.

IMPLEMENTATION SERVICES

The Implementation Services cost listed next to each application represents the standard amount of support needed to implement the software application completely and successfully. This includes on-site and remote support needed for implementation. Sanderson CMI reserves the right to provide half days when appropriate and to use 2 hours out of each 8 hour day for travel when working on-site. However, the CUSTOMER will pay no per diem travel costs incurred by Sanderson CMI support personnel.

TRAINING

The cost of the Training, if applicable, shown next to each application listed provides for training as specified in this Agreement. One copy of documentation will be provided at no additional cost.

SOFTWARE SUPPORT SERVICES

The required Annual Fees for all Sanderson CMI software provide for unlimited telephone and modem support. Our technical support staff near Dayton, Ohio will answer questions and if necessary will log onto your system via modem to relieve problems. If you require on-site assistance, it will be provided on an hourly basis at Sanderson CMI's then current support rate. These annual fees also include software updates, where applicable. The current annual fees are stated within this agreement for reference purposes, however, a separate agreement is required.

Annual fees for non-Sanderson CMI software products, if applicable, have also been included. Non-Sanderson CMI software includes the database software. Annual support agreements are required for all database software.

MODIFICATIONS

The costs listed above are for our standard software applications as defined in our software overviews. Arrangements for special modifications will be considered at a cost proportionate to the extent of the modification. Special consulting and software development and modifications can also be arranged as needed at the then current hourly rates.

TERMS

Sanderson CMI Software License Fees	100% Upon Invoice, At Installation
Database Software License Fees	100% Upon Invoice, If Applicable
Implementation Fees	100% Upon Invoice At Installation
Training Fees	100% Upon Invoice, If Applicable
Annual Fees	100% Upon Invoice, After Installation

City of Oberlin

All other terms of the original agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this agreement addendum as of the date indicated below:

Sanderson CMI
50 Hillside Court
Englewood, OH 45322

09/22/03
Date

Vivian Pope
Vivian Pope, Contract Administrator

City of Oberlin
69 South Main Street
Oberlin, OH 44074

9/15/03
Date

[Signature]
Authorized Signature

Certification of Funds:

I hereby certify that the amount required to meet this contract has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free of any previous encumbrances

P. O. # R6031307 9/16/03
Date

[Signature]
Fiscal Officer

Bank Contact to
coordinate Utility Direct Pymt
bank requirements

Maureen Murman
First Merit Bank
440-329-3318

City of Oberlin

Sanderson CMI

**SANDERSON CMI
CONTRACT # 2110
ANNUAL FEE SCHEDULE**

APPLICATION	BEGIN DATE (1)	TERM DATE (1)	MONTHS	AMOUNT
Utility Billing -- Direct Payment	09-01-03	08-31-04	12	\$ 150
Total				\$ 150

(1) These dates will be manually adjusted, if necessary, once the installation is completed.

TERMS

Payment of the entire amount of this agreement shall be made upon receipt of invoice. Failure to remit timely payment will jeopardize support coverage.

For periods of coverage of less than one year, the fee will be prorated. Refund of the unused portion of a terminated agreement will only be made if the CUSTOMER terminates full use of the Sanderson CMI software application and complies in full with the termination provisions of the Sanderson CMI Software License Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum. All other terms and conditions of Contract # 2110 shall remain in effect.

Sanderson CMI
50 Hillside Court
Englewood, OH 45322

09/22/03
Date

Vivian Pope
Vivian Pope, Contract Administrator

City of Oberlin
69 South Main Street
Oberlin, OH 44074

9/15/03
Date

Robert D. Smith
Authorized Signature