

ORDINANCE NO. 04-31 AC CMS

**AN ORDINANCE AMENDING THE CONTRACT WITH CREATIVE MICROSYSTEMS
(SANDERSON CMI) OF ENGLEWOOD, OHIO, FOR SOFTWARE AND EQUIPMENT
UPGRADES FOR THE COMPUTER SYSTEM FOR THE OBERLIN MUNICIPAL
COURT 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 the computer
system for the Oberlin Municipal Court, as authorized by Ordinance No. 90-47 AC
CMS, is hereby amended to authorize the purchase of software and hardware
upgrades in accordance with the attached Addendum 1.

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.

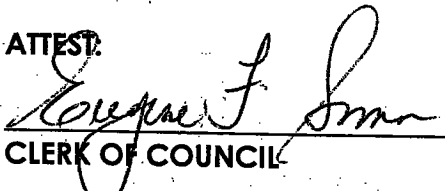
SECTION 3. That this ordinance is hereby declared an emergency
measure necessary for the preservation of the public peace, health and safety of
the citizens of the City of Oberlin, or to provide for the usual daily operation of a
municipal department, to wit:

**"to ensure that the Oberlin Municipal Court has the necessary software
and hardware as soon as possible in order to conduct court operations",**

and shall take effect immediately upon passage.

PASSED: 1st Reading – April 5, 2004 (Suspension of Rules/E)
2nd Reading –
3rd Reading –

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: April 6, 2004

EFFECTIVE DATE: April 6, 2004

SOFTWARE LICENSE AND HARDWARE SALES AGREEMENT MODIFICATION ADDENDUM I

The purpose of this addendum is to provide for software and hardware products and services not included as part of our original contract dated September 27, 1990, 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 May 4, 2004.

SANDERSON CMI SOFTWARE PRODUCTS/SERVICES PROVIDED

APPLICATION	LICENSE FEE	IMPLEMENTATION FEE	TRAINING FEE	DAYS OF CLASS	ANNUAL FEE (A)
MS Word Integration (B)					
- Criminal/Traffic	\$ 400	\$ 720 (C)			\$ 60
- Small Claims/Civil	400	720 (C)			60
w/2 Print Stations (D)	200				30
Subtotals	\$ 1,000	\$ 1,440			\$ 150
License Fee	\$ 1,000				
Implementation Fee	1,440				
1 st Year Annual Fee	150				
Word Integration Software					
Total	\$ 2,590				
Web Connection Software					
Total	13,320	(See Page 3)			
Database Software Total –					
Host	2,400	(See Page 4)			
Database Software Total –					
Web Connection	7,670	(See Page 5)			
Hardware Total – Host	16,358	(See Page 7)			
Hardware Total –					
Web Request Filter Server	4,132	(See Page 9)			
Hardware Total –					
Web Connect Server	4,860	(See Page 11)			
CONTRACT TOTAL	<u>\$ 51,330</u>				

See Footnotes on Following Page

SANDERSON CMI SOFTWARE FOOTNOTES

- (A) These services are covered by a separate agreement and are shown here for reference purposes only. First year annual support will be billed upon installation. These annual fees, required for all Sanderson CMI software, provide for 800 telephone support, annual renewal of the software license and software updates, if applicable.
- (B) The MS Word program integration fees include program modifications to connect the form letter function from Sanderson CMI application software to Microsoft Word documents.
- (C) This fee provides for setup, integration, configuration and installation services.
- (D) Sanderson CMI strongly recommends the use of laser or inkjet printers for the printing of Word documents.

--- SPECIAL NOTE---

- ◆ There will be no charge for the conversion of text. The CUSTOMER is responsible for reviewing, editing and reformatting the letters after conversion. SCMI will review, edit and reformat all existing Jet forms converted to Word for an additional fee of \$2,400.

See Web Connection Software Products/Services Provided on Following Page

SANDERSON CMI WEB CONNECTION PRODUCTS/SERVICES PROVIDED

APPLICATION	LICENSE FEE	IMPLEMENTATION FEE	TRAINING FEE	DAYS OF CLASS	ANNUAL FEE (A)
Web Application					
- Criminal/Traffic	\$ 5,000	\$ 2,880 (B)			\$ 750
- Small Claims/Civil	5,000	2,880 (B)			750
Less: 2 nd License Discount	- 2,500	- 1,440			
Subtotals	\$ 7,500	\$ 4,320			\$ 1,500
License Fee	\$ 7,500				
Implementation Fee	4,320				
1 st Year Annual Fee	1,500				
Web Connection Software Total	\$ 13,320				

WEB CONNECTION SOFTWARE FOOTNOTES

- (A) These services are covered by a separate agreement and are shown here for reference purposes only. The first year annual fee will be billed upon installation. These annual fees, required for all Sanderson CMI software, provide for 800 telephone support, annual renewal of the software license and software updates, if applicable.
- (B) This fee provides host-side application software installation and configuration and also includes up to four hours of web programming necessary to incorporate client logos, static data and "look and feel" alterations from the standard templates.

See Database Software Products/Services Provided on Following Pages

**DATABASE SOFTWARE PRODUCTS/SERVICES PROVIDED
--HOST SERVER--**

APPLICATION	LICENSE FEE	INSTALLATION FEE	DAYS OF INSTALL	TRAINING FEE (A)	DAYS OF CLASS	ANNUAL FEE (B)
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Database Change -
From D3 LINUX to jBASE
LINUX - 18 Existing Users

\$ 1,800	Included	(C)	Existing
\$ 1,800	Included		
Existing			
600			

License Fee
Installation Fee
Annual Fee
License Transfer Fee (D)

**Database Software Total -
Host Server**

\$ 2,400

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 12/31/04 for the eighteen (18) existing users, and renewal will be required effective 01/01/05. Annual support fees are required for all database software.
- (C) The installation fee charged for the additional database users for the Web Connection project (see page 5) will also cover the required conversion from D3 to jBASE.
- (D) This fee provides for license and data transfer of the following Sanderson CMI applications from the old host machine to the new host machine: Criminal/Traffic and Small Claims/Civil.

— SPECIAL NOTE —

It is Sanderson CMI's understanding that the City utilizes Jet within the Court software applications. Jet is not available for the new server platform; therefore, this Agreement also includes MS Word Integration (See Page 1).

See Web Connection Database Software Products and Services Provided on Following Page

**DATABASE SOFTWARE PRODUCTS/SERVICES PROVIDED
--WEB CONNECTION--**

APPLICATION	LICENSE FEE	INSTALLATION FEE	DAYS OF INSTALL	TRAINING FEE (A)	DAYS OF CLASS	ANNUAL FEE (B)
jBASE LINUX – 10 Add'l Users	\$ 4,500	\$ 720				\$ 700
WebCONNECT	1,450					300
Subtotals	\$ 5,950	\$ 720				\$ 1,000
License Fees	\$ 5,950					
Installation Fees	720					
Annual Fees	1,000					
Database Software Total – Web Connection	\$ 7,670					

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 first year annual fee will be billed upon installation of the additional users. Annual support fees are required for all database software.

--- SPECIAL NOTE ---

This project also requires that the Sanderson CMI application server's database be converted from D3 to jBASE. This conversion is included in the installation fee listed above. The additional database users will be installed on the application server for system access by the Web Server. This will bring the total number of database users to 28.

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 costs represent the standard amount of support needed to implement the software application completely and successfully. The costs listed may include remote support as well as on-site 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, At Installation
Database Software License Fees	100% Upon Invoice, At Installation
Installation, Conversion and/or Transfer Fees	100% Upon Invoice, At Installation
Training Fees	100% Upon Invoice, If Applicable
Annual Fees	100% Upon Invoice, After Installation

HOST SERVER HARDWARE PRODUCTS/SERVICES PROVIDED

DESCRIPTION	MODEL NUMBER	QTY	PRICE	EXTENDED PRICE	MAINTENANCE	
					YR.1	YR.2
IBM xSeries 235 (A)	867171X	1	\$ 1,832	\$ 1,832	(B) \$ 689	(B)
Intel Xeon 2.8 GHz Processor						
512MB Memory						
3.5" 1.44MB Diskette Drive						
CD-ROM						
10/100/1000 Ethernet						
(2) Serial/(1) Parallel Ports						
Keyboard/Mouse						
20/40GB DDS4 4mm Tape Drive	00N7991	1	651	651		
560 Watt Redundant Power	02R1874	1	372	372		
512MB Memory	33L5038	2	256	512		
ServeRAID 6i Controller	71P8595	1	465	465		
36.4GB SCSI Hot Swap HDD	32P0726	6	256	1,536		
Intel Xeon 2.8GHz Processor	71P8967	1	744	744		
15" IBM Monitor				Existing		
SCMI Supplementatol Services					(C)	(C) 1,050
Subtotal Computer System				\$ 6,112		
Red Hat Linux Enterprise ES (D)		1	350	350	(E)	(E) 650
Subtotal Operating System Software				\$ 350		
Subtotal PC Workstations				Existing		
Subtotal Printers				Existing		
Subtotal Communication Software				Existing		
APC Battery Back UPS 1500VA	073114	1	769	769	80	160
Zoom 56K Modem	797048	1	100	100	25	50
HP Jet Direct Single Port (F)	689805	2	295	590	70	140
HP Jet Direct 3 Port (F)	689812	2	399	798	96	192
20/40GB 4mm Tape Cartridges	102007	10	40	400		
Backup Edge for Linux	MB2SI	1	300	300		
Subtotal Other Hardware				\$ 2,957		
Subtotal All Hardware				\$ 9,419	\$ 960	\$ 2,242
Installation, Setup/Support & Project Management				\$ 5,574		
Cables & Supplies				140		
Freight				265		
First Year Hardware Maintenance				960		
HARDWARE TOTAL				\$16,358		

See Footnotes on Following Page

HOST SERVER 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) This product comes with an IBM three-year customer replaceable unit or on-site repair 9x5 next business day warranty. SCMI has upgraded this to an IBM three-year on-site repair 24x7x4 hour response warranty.
- (C) This annual support fee provides for Sanderson CMI **on-site and remote** services for the server. This coverage is separate from and not to be confused with maintenance coverage for the hardware system itself. A Sanderson CMI support representative will take calls for assistance, provide problem analysis and preliminary diagnostic support, configuration support for the server, including re-configurations prompted by hardware problems and changes of components, troubleshooting support for the server, re-installations and re-configuration services on previously installed items prompted by hardware failures and re-loads of operating systems and data prompted by hardware failures of server components. The customer has contracted for this service through 12/20/04, at which time a renewal will be issued.
- (D) At this time the jBase database product is only compatible with Red Hat Linux Versions 7.2 and 8.0. These versions of Red Hat Linux are being discontinued. Sanderson CMI anticipates a new release of jBase to be compatible with Red Hat Linux Enterprise ES Basic Version 3, which is included in this proposal. SCMI will update this proposal as necessary as jBase versions are released.
- (E) This annual support fee provides for Sanderson CMI **remote-only**, help desk support for Operating System components. A Sanderson CMI support representative will take calls for assistance and provide problem analysis, preliminary diagnostic support assistance, configuration support for peripheral equipment, troubleshooting support for peripheral equipment, and if applicable, provide network configuration support and troubleshooting for CUSTOMER'S with a network. The customer has contracted for this service through 12/20/04, at which time a renewal will be issued.
- (F) These printer servers have been proposed to network the existing printers, eliminating the need for the Digi. Jet Directs connect to printer parallel ports only and it is the responsibility of the customer to verify each printer has a parallel port. The number and/or model number (single or 3 port) of the Jet Directs may change depending on the location of the printers. Each Jet Direct will require a network cable drop for connection and it is the responsibility of the customer to verify these are in place prior to SCMI's scheduled installation. A SCMI technician will assist with this verification during a pre-site visit.

-- SPECIAL NOTE --

- ◆ Current second year maintenance costs are listed as an aid in budgeting; however, these costs should be considered estimates only and are subject to change.

See Attachment A for Detailed Hardware Configuration

See Web Request Filter Server Products/Services Provided on Following Page

WEB REQUEST FILTER SERVER PRODUCTS/SERVICES PROVIDED

DESCRIPTION	MODEL NUMBER	QTY	PRICE	EXTENDED PRICE	MAINTENANCE	
					YR.1	YR.2
IBM xSeries 205 (A)	848053X	1	\$ 833	\$ 833	\$ 698 (B)	(B)
Pentium 4/2.4 GHz Processor						
256MB Memory						
40GB ATA-100 Hard Drive						
2.5" 1.44MB Diskette Drive						
48X Max CD-ROM						
10/100/1000 Ethernet						
(2) Serial /(1) Parallel Ports						
D-Link 4 Port KVM Switch (C)	128479	1	156	156		
Red Hat Enterprise ES		1	350	350	(D)	
Sanderson CMI Supplemental Services					550 (E)	550 (E)
Subtotals Web Request Filter Server				\$ 1,339	\$ 1,248	\$ 550
Web Request Filter Server Setup/Configuration/Installation (F)				\$ 720		
3 rd Party Firewall Integration (G)				720		
First Year Web Request Filter/Firewall Hardware Maintenance				1,248		
Freight				75		
Cables & Supplies				30		
Total Web Request Filter/Firewall Server				<u>\$4,132</u>		

See Footnotes on Following Page

WEB REQUEST FILTER SERVER 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) This product comes with an IBM 3-year onsite next business day/mail-in parts exchange warranty. SCMI has upgraded this to a 3-year 24x7x4 hour on-site repair warranty.
- (C) This switch will allow one monitor, keyboard and mouse to be utilized for up to 4 machines, providing they are located in close physical proximity to one another. It is being proposed so the existing monitor, keyboard and mouse on the software application server can be utilized for the software application server, the web application server and the web request filter server.
- (D) One year of Red Hat Enterprise operating system updates are included.
- (E) This annual support fee provides for Sanderson CMI **on-site and remote** services for the server. This coverage is separate from and not to be confused with maintenance coverage for the hardware system itself. A Sanderson CMI support representative will take calls for assistance, provide problem analysis and preliminary diagnostic support, configuration support for the server, including re-configurations prompted by hardware problems and replacement of components, troubleshooting support for the server, re-installations and re-configuration services on previously installed items prompted by hardware failures and re-loads of operating systems and data prompted by hardware failures of server components.
- (F) This provides for the installation and configuration of the base hardware, installation and configuration of LINUX as well as installation and configuration of filter and firewall software.
- (G) Sanderson CMI will work with the 3rd party Firewall provider to open the necessary ports for remote administration and functionality of the software. There will be no Firewall security monitoring by SCMI. Security setup and monitoring are the responsibility of the Firewall provider.

See Web Connect Server Products/Services Provided on Following Page

WEB CONNECT SERVER PRODUCTS/SERVICES PROVIDED

DESCRIPTION	MODEL NUMBER	QTY	PRICE	EXTENDED PRICE	MAINTENANCE	
					YR.1	YR.2
IBM Netfinity 5000 (A)		1	Existing	Existing	(B)	(B)
Pentium III/500MHz		1				
256MB ECC SDRAM		1				
10/100 Ethernet		1				
CD-ROM		1				
Diskette Drive		1				
Keyboard/Mouse		1				
Redundant Power Supplies		1				
ServeRAID-3L Ultra 2 SCSI Controller		1				
12/24GB 4mm Tape Drive		1				
9.1GB SCSI HDD		3				
UPS		1		Existing		
Red Hat Linux Enterprise ES (C)		1	350	350	(D)	
Sanderson CMI Supplemental Services					(E)	1,050 (E)
Subtotal Hardware				\$ 350	\$ 0	\$ 1,050
Web CONNECT Server Setup/Configuration/Installation (F)				\$ 2,880		
Annual Web CONNECT Software Support Contract (G)				1,400		
1 st Year Hardware Maintenance/Support				0		
Freight				200		
Cables & Supplies				30		
Total Web Connect Server				<u>\$ 4,860</u>		

See Footnotes on Following Page

WEB CONNECT SERVER FOOTNOTES

- (A) This machine, which will be the Web Connect Server, is the existing Sanderson CMI application server. The application server will require replacement prior to proceeding with this configuration. See Page 7 for details concerning the new Sanderson CMI application server.
- (B) IBM support on this machine has been contracted for and paid through 12/20/04. A renewal contract will be sent for signature approximately 30 days before expiration of the current agreement. The renewal cost is not available from IBM until 60 days prior to expiration; therefore, next year's cost has not been listed in the Year 2 column.
- (C) The version of Linux currently running on the application server cannot be used for the Web Connect server.
- (D) One year of Red Hat Enterprise operating system updates are included.
- (E) This annual support fee provides for Sanderson CMI **on-site and remote** services for the server. This coverage is separate from and not to be confused with maintenance coverage for the hardware system itself. A Sanderson CMI support representative will take calls for assistance, provide problem analysis and preliminary diagnostic support, configuration support for the server, including re-configurations prompted by hardware problems and replacement of components, troubleshooting support for the server, re-installations and re-configuration services on previously installed items prompted by hardware failures and re-loads of operating systems and data prompted by hardware failures of server components. The customer has paid for this support through 12/20/04, at which time a renewal will be issued.
- (F) This provides for the installation and configuration of the base hardware, installation and configuration of LINUX as well as installation and configuration of the Apache Web Server Software and Web Connect support files.
- (G) The Annual Support contract provides for the ongoing support and security maintenance of the web server and technical support services related to the web software installed. This fee also provides for the required annual renewal of security and operating system updates from Red Hat.

— SPECIAL NOTES —

- This agreement DOES NOT include any equipment (network hubs, etc.) or services required to connect to the Internet nor Internet Service.
- This agreement DOES NOT include installation and configuration of Mail Server software.
- Sanderson CMI will quote these products at the request of the client.
- This agreement does not include a new UPS for the Web Connect Server. SCMI proposes utilizing the existing UPS.

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

Oberlin Municipal Court

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
52 Hillside Court
Englewood, OH 45322

04/15/04
Date

Vivian Pope
Vivian Pope, Contract Administrator

City of Oberlin Municipal Court
85 South Main Street
Oberlin, OH 44074

4-12-04
Date

Thomas W. Luzzi, Jr.
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. # R6040447

4/12/04
Date

[Signature]
Fiscal Officer