

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Information Services
(Name)

DATE: December 3, 2002

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND GOVERNMENT E-MANAGEMENT SOLUTIONS, INC. ("GEMS")", as presented.



SUMMARY OF ITEM:

Adoption of the attached resolution will authorize an agreement between the Village of Downers Grove and GEMS to provide browser interface software.

RECORD OF ACTION TAKEN:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
GOVERNMENT E-MANAGEMENT SOLUTIONS, INC. ("GEMS")**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Government e-Management Solution, Inc. ("GEMS"), for browser interface software, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

Quote dated September 24, 2002

Village of Downer's Grove, IL - NT BROWSER INTERFACE - Exhibit A

Browser License Fees

User Fees	# of Users	Cost*	Maintenance**
Named Users	100	\$20,000	\$4,000
Total		\$20,000	\$4,000

*License Fee Cost to be billed upon installation.

**Maintenance is based on twenty percent (20%) of the list price and will commence thirty (30) days after the completion of installation, as determined by GEMS. Maintenance will be prorated and billed through the end of this billing cycle, then annually thereafter.

License Fees to Convert to Enterprise Application Bundled Runtime

Bundled Runtime*	\$575	50	\$28,750	\$3,600
Existing LINC Licenses**	\$280	50	(\$14,000)	(\$3,000)
Existing PCE License**	\$88	1	(\$88)	(\$12)
PCE License w/out media**	\$81	49	(\$3,945)	(\$588)
Total			\$10,718	\$0

* Includes Enterprise Application Runtime3.1B / LINC, Enterprise Application Graphical Interface / PowerClient and Enterprise Application component Enabler / ActiveLINC.

**Pending confirmation with Unisys as to number of LINC licenses initially purchased.

On-Site Installation

	Price
Installation and training*	\$1,200
Total	\$1,200

*Price based upon the ability to perform the installation remotely.

Total	\$31,918	\$4,000
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Required: Dedicated Hardware and System Software

Please advise if you wish GEMS to obtain a quote.

Specifications:

Intranet Server	
Processors: 1	Windows 2000 Server
Memory in MB	Pentium III 1.13 Ghz
Storage: Hard Disk	512
Storage: Removable	18GB Total Usable (2 x 18GB 10K RPM) RAID 1
Standard Peripherals	Slimline CD-ROM
Other Components	15" color monitor, keyboard, mouse
	Integrated Intel 100 Fast Ethernet Interface card



Government e-Management Solutions

ADDENDUM REGARDING BROWSER INTERFACE

This Addendum ("Addendum") is made and entered into on _____, 2002 by and between Government e-Management Solutions, Inc., a Missouri corporation ("GEMS") and the Village of Downer's Grove, IL ("Customer").

WHEREAS, Systems Consultants, Inc. and Customer entered into a certain license and maintenance agreement dated January 29, 1999 (the "Agreement"); and

WHEREAS, on January 2, 2001, GEMS purchased certain assets of Systems Consultants, Inc.; and

WHEREAS, GEMS and Customer desire to and hereby do formalize an agreement, in writing, whereby GEMS shall, in the future, be responsible for and obtain the benefits of the party designated Systems Consultants, Inc. under the Agreement and Customer shall have the benefits and obligations of such Agreement; and

WHEREAS, in addition to the software, services and other items provided by GEMS to Customer under the Agreement, Customer desires to order from GEMS certain browser interface software, maintenance services, and/or hardware as described in this Addendum to the Agreement ("Addendum").

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby mutually promise, covenant and agree as follows:

1. The recitals above are made a part of the parties' agreement.

2. The following definitions shall apply to this Addendum:

(a) "Designated Computer System" shall mean the Customer's platform and operating system environment, which is operating the Licensed Programs.

(b) "Licensed Program" or "Licensed Programs" shall mean program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including operating instructions and documentation provided by GEMS to Customer, and including any such programs previously provided to Customer by Systems pursuant to the Agreement, and including all copies made by Customer.

(c) "Reimbursable Expenses" shall refer to the expenses for travel (including one-way travel time spent by any GEMS employee), lodging, meals, car rental, mail charges (including overnight courier service), and related expenses incurred by GEMS in connection with rendering the maintenance services and any other services described in this Addendum.

3. Customer hereby orders from GEMS, and GEMS agrees to deliver to Customer, the browser interface software and related hardware, if any (collectively, the "Browser Interface") listed and described on Exhibit A attached hereto, for the prices listed on Exhibit A. GEMS shall install the Browser Interface on the Designated Computer System for the installation price described on Exhibit A. Customer shall reimburse GEMS for any Reimbursable Expenses incurred by GEMS in connection with GEMS' delivery, installation and maintenance of the Browser Interface. GEMS shall deliver invoices to Customer for amounts due under this Addendum in accordance with GEMS' customary invoicing procedure. Customer shall make prompt payment of any annual license and maintenance fees, initial license fees, installation fees, hardware, and other fees as described in this Addendum (and Exhibit A hereto) upon a receipt of an invoice from GEMS.

4. GEMS grants to Customer and Customer hereby accepts a personal, non-exclusive, non-transferable right and license to use the software included in the Browser Interface ("Browser Interface Software") on the Designated Computer System. All Browser Interface Software shall constitute a Licensed Program, and all of the terms of the Agreement applicable to the Licensed Program(s) shall also apply to the Browser Interface Software, and are fully incorporated herein by reference. GEMS may terminate the license granted under this Addendum upon default by Customer under any of the terms of the Agreement or this Addendum.

5. GEMS agrees to render for Customer, and Customer agrees to accept from GEMS, maintenance services for the Browser Interface. Such maintenance services shall be rendered during the same maintenance year previously established by Systems or GEMS pursuant to the Agreement. Customer shall pay to GEMS an annual license and maintenance fee for such maintenance services (as listed on Exhibit A attached hereto), which shall be included and payable along with Customer's payment of the other annual license and maintenance fees for the other Licensed Programs as set forth in the Agreement. The annual license and maintenance fee for the Browser Interface (listed on Exhibit A) shall be subject to the same increases and other adjustments to the other annual license and maintenance fees as provided for in the Agreement.

6. GEMS and Customer shall each have the same rights and remedies with respect to the maintenance services for the Browser Interface as provided in the Agreement for all other maintenance services. Notwithstanding the foregoing, GEMS may terminate the maintenance services for the Browser Interface by giving at least one hundred twenty (120) days' prior written notice to Customer or immediately upon written notice to Customer if Customer defaults in any of its obligations of the Agreement or this Addendum.

7. This Addendum shall be binding and inure to the benefit of the parties hereto, and to their respective successors and assigns.

8. In the event of any conflict between the terms of this Addendum and the Agreement, this Addendum shall control.

9. Exhibit A – Dated September 24, 2002

License Fees:	\$20,000
Software	\$10,718
Installation	\$ 1,200
Total	\$31,918

"GEMS"
Government e-Management Solutions, Inc.,
a Missouri corporation

Village of Downer's Grove, IL

By: _____
William C. Bouchein, President

By: _____

Print: _____

Date: _____

Date: _____