

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
May 8, 2014 – 10:30 a.m.
Hudson Mills Metropark – Activity Center

1. Chairman's Statement
2. Public Participation
3. Minutes – April 17, 2014 Regular Meeting
4. Approval – May 8, 2014 Agenda

Consent Agenda

5. **Approval – May 8, 2014 Consent Agenda**
 - a. Vouchers – April 2014
 - b. Financial Statements – April 2014
 - c. Purchases
 1. HEART Lab, Lake St. Clair Metropark **pg. 1**
 2. Mower, Indian Springs an Huron Meadows Metropark **pg. 3**
 3. Mower, Willow Metropark **pg. 5**
 4. Safety Surface, Stony Creek, Kensington, Lower Huron, Willow and Lake Erie Metroparks **pg. 7**
 - d. Bids – Marina Concrete Walk Repairs, Lake St. Clair Metropark **pg. 9**
 - e. Bids – Golf Course Entrance Road Reconstruction, Indian Springs Metropark **pg. 11**
 - f. Approval – Fund Balance Designation **pg. 13**

Regular Agenda

6. Legislative Report **pg. 15**
7. Update – Park Operations
8. **Reports**
 - A. *Lake St. Clair Metropark*
 1. Approval – Land Acquisition **pg. 19**
 - B. *Administrative Office*
 1. Approval – New World Systems ERP Vendor Contract **pg. 21**
 2. Approval – ERP Hardware and Operating System **pg. 79**

AGENDA
Huron-Clinton Metropolitan Authority
Board of Commission Meeting
May 8, 2014 – 10:30 a.m.
Hudson Mills Metropark – Activity Center
Page Two

8. Reports

B. Administrative Office

3. Approval – Pension Committee and RHCT Retiree Member Voting Representation
pg. 81

9. Staff Officer Report

10. Other Business

11. Commissioners' Comments

12. Motion to Adjourn

A Pension Committee meeting will take place ***prior*** to the May 8 Board meeting at **9:00 a.m.** at the Hudson Mills Metropark Activity Center with a Retiree Health Care Trust meeting immediately following the Pension Committee meeting.

The West River Trail dedication will take place at 12:30 p.m. immediately following the May 8 Board meeting at the Hudson Mills Golf Course.

Guests will be escorted from the golf course clubhouse to the dedication site via carts. Light refreshments will be available after the dedication.

The next regular Board of Commissioners meeting will be held ***Thursday, June 12, 2014*** at **10:30 a.m.** at the Thomas Welsh Activity Center at Lake St. Clair Metropark.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Purchasing Agent
 Project No: RFQ14-015
 Project Title: HEART Lab
 Location: Lake St. Clair Metropark, Macomb County
 Date: May 1, 2014

Action Requested: Motion to Approve Purchase

That the Board of Commissioners award RFQ-14-015 to the bidder Life Technologies in the amount of \$25,074.95 as recommended by Purchasing Agent Maria van Rooijen and staff.

Fiscal Impact: Funding is provided from the MDEQ HEART Freshwater Center Lab Grant.

Scope of Work: Furnish and deliver qPCR Real-Time Water Quality testing system, with a five-year Extended Warranty (added four years of coverage to the existing one year warranty with a Rapid Exchange Service* protection plan). The QST, STEPONE+96 PCR System is proprietary technology available only from Life Technologies.

Background: The Huron Erie Alliance for Research and Training (HEART) Freshwater Center at Lake St. Clair Metropark is creating a laboratory to develop and validate a new, faster method for testing beaches. Traditional culture-based methods used to quantify indicator bacteria are too slow to effectively notify beach goers of the risk of waterborne pathogens. Correspondingly, beaches may be posted as closed or with warnings for a day longer than necessary simply because of methodological lags in obtaining results.

Modern molecular based approaches using quantitative polymerase chain reaction (qPCR) can overcome these limitations. This project will develop the capability of Huron-Clinton Metropolitan Authority (HCMA), Michigan Department of Environmental Quality (DEQ) and ultimately health departments to implement qPCR in Michigan and hopefully, lead to an improvement in beach water monitoring efforts and more timely notification of the public regarding the safety of beaches.

<u>Vendor</u>	<u>City</u>	<u>Price</u>
Life Technologies	Grand Island, NY	\$25,074.95



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Purchasing Agent
 Project No: RFQ-14-014
 Project Title: Mower
 Location: Indian Springs and Huron Meadows Metroparks
 Date: May 1, 2014

Action Requested: Motion to Approve

That the Board of Commissioners award RFQ-14-013 to the low responsive, responsible bidder Michigan Turf Equipment in the amount of \$33,000.00; and approve an appropriation transfer of \$16,500 to cover the mower for Indian Springs (not budgeted) from the Huron Meadows Capital equipment account to Indian Springs equipment account (516.25.012 to 515.25.012) as recommended by Purchasing Agent Maria van Rooijen and staff.

Scope of Work: Furnish and deliver two used Toro 2010 5410 Reelmaster Fairway mowers with Cross-Trax all-wheel drive.

Background: Two used units with hours below 1,000 became available through Michigan Turf Equipment. The units were reviewed and found to be in very good condition and suitable for Metropark use. A new Toro 5410 Fairway mower costs \$55,000; the savings will allow staff to purchase two units (one for each course) instead of one.

<u>Vendor</u>	<u>City</u>	<u>Price</u>
Michigan Turf Equipment	Ann Arbor	\$33,000.00



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Purchasing Agent
 Project No: RFQ-14-013
 Project Title: Mower
 Location: Willow Metropark, Wayne County
 Date: May 1, 2014

Action Requested: Motion to Approve

That the Board of Commissioners award RFQ-14-013 to the low responsive, responsible bidder, Spartan Distributors in the amount of \$60,059.95 as per State of Michigan Contact #071B0200329, as recommended by Purchasing Agent Maria van Rooijen and staff.

Scope of Work: Furnish and deliver a Toro Groundsmaster 4000-D 11-foot mower with leaf mulching kit for Willow Golf Course.

Background: A used mower was considered for this location, but a suitable one was not available. The existing mower #1799 (model year 2002), located at Willow Golf Course will be transferred to Stony Creek Metropark where an 11-foot mower is needed.

<u>Vendor</u>	<u>City</u>	<u>Price</u>
Spartan Distributors	Sparta	\$60,059.95



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Maria van Rooijen, Purchasing Agent
 Project No: ITB-14-12
 Project Title: Safety Surface
 Location: Stony Creek, Kensington, Lower Huron, Willow and Lake Erie Metroparks
 Date: May 1, 2014

Action Requested: Motion to Approve

That the Board of Commissioners award ITB-14-012 to the low responsive, responsible bidder Superior Groundcover Inc in the amount of \$33,810.00 as recommended by Purchasing Agent Maria van Rooijen and staff.

Scope of Work: Furnish, deliver, certify materials and install 1,380 cubic yards of wood fiber around playground equipment as per the project specifications.

Background: The project specifies the use of a blown-in installation. The purpose is two-fold, one to minimize the site disturbance with delivering bulk materials to a developed site and second, the time needed to install the material.

<u>Vendor</u>	<u>City</u>	<u>Price</u>
Superior Groundcover, Inc.	Hudsonville	\$24.50 - 33,810.00

INVITATION FOR BIDS WERE POSTED ON MICHIGAN INTER GOVERNMENTAL WEBSITE



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Assets and Development
 Project No: 702-13F
 Project Title: Marina Concrete Walk Repairs
 Project Type: Major Maintenance
 Location: Lake St. Clair Metropark, Macomb County
 Date: May 1, 2014

Bids Opened: April 24, 2014 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners award Contract No. 702-13F to the low responsive, responsible bidder, Lacaria Concrete Construction, Inc. in the amount of \$56,968.50 and transfer \$14,000.00 from Capital Fund Balance to cover the difference between the bid and work order amounts, as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: the project is \$13,968.50 over budget.

Scope of Work: Work to include furnishing all labor, equipment and materials necessary for removal and replacement of concrete at the North Marina area.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
Lacaria Concrete Construction, Inc.	Detroit	\$56,968.50
Carlo Construction, Inc.	Rochester Hills	\$69,295.00
Luigi Ferdinandi & Son Cement Co., Inc.	Roseville	\$86,020.73
Hartwell Cement Company	Oak Park	\$92,231.00
Audia Concrete Construction, Inc.	Milford	\$99,832.70

Budget Amount for Contract Services and Administration	\$45,000.00
Work Order Amount	
Contract Amount-Lacaria Concrete	\$ 56,968.50
Contract Administration	<u>\$ 2,000.00</u>
Total Proposed Work Order Amount (Rounded)	\$ 59,000.00

This project was reported and publicly advertised in the following construction reporting outlets: Construction Association of Michigan, Reed Construction Data, Construction News Corporation, Reprographics One DFS Plan Room, Construction News Service, HCMA Website, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Mike Brahm-Henkel, Manager of Assets and Development
 Project No: 515-13K
 Project Title: Golf Course Entrance Road Reconstruction
 Project Type: Capital Improvement
 Location: Indian Springs Metropark, Oakland Count
 Date: May 1, 2014

Bids Opened: April 24, 2014 at 2:00 p.m.

Action Requested: Motion to Approve

That the Board of Commissioners award Contract No. 515-13K to the low responsive, responsible bidder, T & M Asphalt Paving, Inc., in the amount of \$60,465.10 and transfer \$8,500.00 from Capital Fund Balance to cover the difference between the bid and work order amounts as recommended by Manager of Assets and Development Mike Brahm-Henkel and staff.

Fiscal Impact: The project is \$8,465.10 over budget.

Scope of Work: Work includes furnishing all labor, equipment and materials necessary for reconstruction of approximately 700 linear feet of road with 3-inch hot mix asphalt (HMA); HMA base crushing and shaping; remove and replace 120 linear feet of 18-inch csp culvert and four steel end sections.

<u>Contractor</u>	<u>City</u>	<u>Amount</u>
T & M Asphalt Paving, Inc.	Milford	\$60,465.10
Nagle Paving Company	Novi	\$61,414.80
Spartan Sealcoating, Inc.	Clarkston	\$63,316.70
Pro-Line Asphalt Paving Corporation	Washington	\$67,821.40
Pavex Corporation	Trenton	\$83,517.95

Budget Amount for Contract Services and Administration	\$ 59,000.00
Work Order Amount	
Contract Amount-T & M Asphalt Paving	\$ 60,465.10
Contract Administration	<u>\$ 7,000.00</u>
Total Proposed Work Order Amount (Rounded)	\$ 67,500.00

The following contractor(s) obtained bidding documents but did not submit a proposal: Total Asphalt Paving, Washington Twp.; Florence Cement, Shelby Twp.

This project was reported and publicly advertised in the following construction reporting outlets: Construction Association of Michigan, Reed Construction Data, Construction News Corporation, Reprographics One DFS Plan Room, Construction News Service, HCMA Website, Builders Exchange of Michigan, McGraw Hill Dodge, Builders Exchange of Lansing and Central Michigan.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: Rebecca Franchock, Controller
Subject: Recommended 2013 Designation of Fund Balance
Date: May 1, 2014

Action Requested: Motion to Approve the Dec. 31, 2013 Fund Balance Designations

That the Board of Commissioners approve the above Fund Balance Commitments and Assignments for 2013 in accordance with Governmental Accounting Standards Board Statement No. 54 as recommended by Controller Franchock and staff.

Restricted Fund Balance:

Metro Marina (Grant Requirement) 138,856

Committed Fund Balance:

Land 5,403,900
Legal Claims 500,836
Capital Projects 7,000,000

Assigned Fund Balance:

Compensated Balances (sick and vacation) 3,891,939
Retiree Health Care ARC 2014 2,500,000
Pension Contribution 2014 3,029,289
Technology Upgrade:
 Hardware 550,000
 Software 400,000
 Consultant 50,000
Encumbrances 1,568,836

Background: In March 2009, the GASB issued Statement No. 54, *Fund Balance Reporting and Governmental Fund-type Definitions*. The objective of this statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied. This statement establishes fund balance classifications that comprise a hierarchy based primarily on the extent to which a governmental entity is bound to observe constraints imposed on the use of the resources.

2013 Designation of Fund Balance

Page Two

- Restricted fund balance results from externally imposed constraints put on resources
- Committed fund balance represents amounts that have been formally set aside by the Commission for use for specific purposes. Commitments are made and can be rescinded only via resolution of the Commission.
- Assigned fund balance represents an intent to spend resources on specific purposes expressed by the Commission or person authorized to make those assignments. An assignment is less restrictive than a commitment.

The following are recommendations for the 2013 designation of Fund Balance as required under GASB 54.

- **“Sick and vacation” balances** are to be paid in the future and are considered long-term debt. Fund Balance should be assigned for this obligation.
- **“Retiree Health Care” and “Pension Contribution”** are the budget estimates for two required 2014 expenditures for legacy costs.
- **“Lake St. Clair Marina”** is a grant requirement previously reserved.
- **“Land” and “Encumbrances”** have historically been committed at year-end balances.
- **“Legal Claims”** or (Loss Contingencies) has also been committed in the past.
- **“Capital Projects”** have been reviewed and the recommendation is to commit \$7 million of our Fund Balance for future capital projects.
- **“Technology Upgrade”** relates to the new ERP system to integrate internal and external management information across the organization. It is recommended that this amount be assigned at a total of \$1 million including consultant, hardware and software.

GEORGE M. CARR, P.C.

ATTORNEY AND COUNSELOR

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LANSING, MICHIGAN 48933

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Mr. John E. LaBelle, Chairman
Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, Michigan 48114-9058

May 1, 2014

Dear Chairman LaBelle:

As the Legislature moves toward recess for the fall elections the number priority issues for members begin to surface. The emphasis is uniformly on passage of legislation through the chamber of origin prior to summer recess. This makes the issue “second chamber” legislation with a better chance of consideration in the lame duck session.

One of these priorities is a legislative package scheduled for introduction next week on notice and publication requirements for local units of government. The House Republicans are developing legislation aimed at bringing uniformity to the patchwork notice requirements currently in statute. This is expected to be expansive in application and apply to all local governmental agencies including HCMA.

We are awaiting a pre-introduction copy of the legislation. Through discussions with Legislators and policy staff the following provisions are expected to be included:

1. Dates and Times- When public notices are required there will an attempt to standardize how long the notice needs to be posted and when the action noticed action can be implemented. Effectively, when and for how long.
2. Publication- What constitutes adequate and acceptable notice is a main issue. The current statutory requirements of newspaper publication are expected to be expanded to include modern social media options. While website posting by local units has become increasingly common we expect broader social media options to be included.
3. Cost- Traditional print requirements with decreasing readership and increasing costs have focused examination of the current system. Many newspapers use legal notice requirements as a significant revenue source. Alternative web based alternatives are expected to be proposed to lower compliance costs while increasing public access.

To date we have worked with policy staff to determine what Public Acts they are anticipating to amend. While this could be a large number, we are working to keep the

HCMA enabling law off the list. The initial indications are that an HCMA specific bill may not be in the works but rather an approach that would bring the Authority into the fix as a defined “local unit of government”. Once we receive actual language it will be forwarded for review and comment by HCMA.

This package is initially scheduled for passage by the House before the summer recess. Senate action would likely begin after the November General Election.

Respectfully submitted,


George M. Carr



7
Meeting of May 8, 2014

HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: George Phifer, Deputy Director
Subject: Operations Update
Date: May 1, 2014

Due to the timing of month end for park revenue and attendance, the park operations report will be handed out at the May meeting; and park staff will give verbal updates to the Board regarding activities and park operations.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Paul Muelle, Natural Resources and Environmental Compliance Manager
 Subject: Property Acquisition
 Location: Lake St. Clair Metropark, Macomb County
 Date: May 1, 2014

Action Requested: Motion to Approve

That the Board of Commissioners authorize staff to prepare an agreement to purchase 10 acres of property adjacent to Lake St. Clair Metropark from Georgene Berent (Parcel 'A') at the \$25,000 appraised value as recommended by Natural Resources and Environmental Compliance Manager Paul Muelle and staff

Fiscal Impact: Funds are to be reimbursed through MNRTF and NOAA grants.

Background: As last reported in March 2014, the Metroparks was awarded a total of \$450,000 from The Michigan Natural Resources Trust Fund (MNRTF) and the National Oceanic and Atmospheric Agency (NOAA) Great Lakes Area of Concern Acquisition Program to purchase property within the Black Creek Marsh adjacent to Lake St. Clair Metropark. Parcel 'A' represents the first of five parcels under consideration for purchase by the Metroparks.





HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca Franchock, Controller
 Project Title: Approval – New World Systems ERP Vendor Contract
 Date: May 1, 2014

Action Requested: Motion to Approve Contract and Transfer Funds

That the Board of Commissioners approve the contract with New World Systems for software and services; and approve allocating \$377,100 from the Reserve for Technology upgrade to the Administrative Capital Equipment Account as recommended by Director McCulloch and Controller Franchock.

Summary: In April 2013, the Board of Commissioners directed Metroparks staff to work with Plante Moran's Government Consulting Team to select an ERP system to replace the Metroparks legacy financial system as well as to bring the human resources and payroll processing functions in-house rather than continuing to use an external processor. Additionally, the new system should eliminate redundant manual processes and systems, allow integration of key information/systems, improve data accessibility and management reporting. The result of this yearlong project is a recommendation by the selection committee to approve the negotiated contract with New World Systems.

Background: As reviewed at the March Board meeting, nearly one year ago the Board recognized that the current financial system was inadequate and needed to be replaced. Staff was unable to obtain important information to make business-based decisions. Moreover, because of this, staff had developed a large number of inefficient and costly work-arounds.

Over the last year, the Metroparks Evaluation Committee, with the assistance of Plante Moran, developed a detailed Request for Proposal document that was used to solicit solutions from qualified vendors.

The objectives of this project have been to select an ERP system that can support staff as they adapt to a more business-like standard, which is crucial to the future fiscal stability of the Metroparks. Below is a summary of the objectives for this new system:

1. Incorporate "best business practices" where possible.
2. Develop a system that is user-friendly and empowers staff to improve their business processes.
3. Add and improve functionality in back-office functional areas.
4. Improve quality and accessibility of information for decision support.
5. Reduce redundant "shadow systems," data entry, storage, and paper processing.
6. Improve operational effectiveness and productivity.
7. Provide direction, support, and training for the implementation of software in relation to business processes and transition to the new system.
8. Improve organization-wide communication for widely distributed regional facilities.

New World Systems ERP Vendor Contract

Page Two

The Evaluation Committee conducted a detailed review of the proposals using a Plante Moran developed, initial proposal analysis, that included a comprehensive review of vendor responses related to software functionality, vendor profile, costs provided by vendors, and compliance with requested contractual terms and conditions. Several site visits and interviews were held. As a result, the New World Systems' logos.NET solution was selected as the preferred finalist vendor.

During March and April in my role as Project Manager, I worked with Corporation Counsel Joe Colaianne, Information Technology Manager, Carl Meisner, Chris Moshier and Mark Warner from Plante Moran. In addition, we worked with New World Corporate Counsel Brian Proctor, New World Group Vice President Mark Dvorak and Regional Customer Care Manager Colin Watts to develop and finalize a detailed contract, which includes the Software License and Services Agreement, Statement of Work and several appendices detailing specific aspects of the project and implementation.

The project is anticipated to take 18 months to complete and will include the following milestones:

Initiation Phase

- Conduct start up activity

Planning Phase

- Plan the project
 - Perform discovery
 - Establish executive relationship & expectations
 - Draft and present the project plan
 - Draft and present the technical services configuration plan
 - Draft and present the data conversion plan
 - Draft and present the requirements definitions
 - Provide functional specification review
- Approve the project
 - Review and approve project plan
 - review and approve supporting plans
 - Data conversion
 - Technical services configuration
 - Requirements of definitions

Construction Phase

- Install the standard solution
- Build out the standard solution
 - Provide integration overview
 - Build out applications
 - Perform initial data conversion development and testing
 - Complete Pre-Go-Live enhancements
 - Finalize build
- Validate configuration
 - Conduct parallel test
 - Conduct functional test

New World Systems ERP Vendor Contract

Page Three

- Update configuration settings and workflows
- Perform final data conversion test run and final test
- Confirm ready for Go-Live

Transition Phase

- Conduct end user training
 - Train the trainers
 - Train the end users
- Conduct go live
 - Execute Go-Live preparation
 - Perform Go-Live Data conversion
 - Go-Live
- Complete and implement remaining deliverables
 - Perform post Go-Live Data conversion
 - Complete Post Go-Live enhancements
 - Provide Post Go-Live training and support
 - Conduct reliability testing
 - Complete decision support software setup and training

Closing Phase

- Close the project
 - Verify all contract items delivered
 - Transition from project team to account team

Due to the breadth and complexity in implementing an ERP system, the project will be broken into multiple phases, each of which will utilize the milestones outlined above. The core financial systems will be the initial phase implemented, Human Resources and payroll will then be transitioned from the current external provider (ECI) followed by implementation of the time and attendance piece, which will be provided by ExecuTime acting as a sub-contractor to New World Systems. During the planning phase, it will be determined if the time and attendance functionality will be implemented concurrent with, or subsequent to, the HR/PR system conversion to New World Systems.

Upon project completion, there will be a review of the feasibility of adding other functions that were deemed out-of-scope for this project for such areas as expanded asset management, recreation software, reservation systems and expanded point-of-sale revenue accounting systems.

Following is a summary of the one-time costs for the project as well as the on-going maintenance costs for the system. The one-time costs will be incurred over the current 2014 budget year and the 2015 budget year. The ongoing costs for maintenance reflect approximately a \$15,000 per year increase over the maintenance on the outdated system that is being replaced. This increase will be more than offset by on-going savings of elimination of the current fees paid to ECI for HR/PR processing services of approximately \$65,000.

**New World Systems ERP Vendor Contract
Page Four**

Summary of Contract Services and Pricing:

SOFTWARE

FINANCIAL MANAGEMENT SOFTWARE

Logos.NET - Financial Management	\$25,000
• General Ledger	
• Budget Management	
• Annual Budget Preparation	
• Accounts Payable	
• Revenue/Cash Receipting	
Logos.NET - Additional Financial Management Software	
• Asset Management	5,000
• Grant Management	5,000
• Project Management	5,000
Logos.NET - Procurement Management Suite	
• Purchasing Base	9,000
• Requisition Processing	5,000
• Inventory Management	9,000
• Contract Accounting	5,000
Sub-Total Financial Management Modules	\$68,000

PAYROLL & HUMAN RESOURCES SUITE

Logos.NET Human Resources Management Base Suite	24,000
• Payroll Processing	
• Personnel Management	
• Position Control	
Logos.NET Human Resource	
• Employee Event Tracking	4,000
• Personnel Action Processing	4,000
Logos.NET Benefit Management	
• Benefit Administration	4,000
• Workers Compensation Administration	5,000
• Leave Management (development)	5,000
Logos.NET Additional Payroll & HR Modules	
• Applicant Tracking	4,000
• Position Budgeting	4,000
• Benefit Tracking (Non-Employee)	5,000
• Time & Attendance Interface	5,000
Sub-Total Payroll/Human Resources Modules	\$64,000

New World Systems ERP Vendor Contract
Page Five

e-SUITE SOFTWARE

eSuite	
• Base Software	9,000
eFinance	
• e-Supplier	5,000
eHR	
• eEmployee	10,000
• eBenefits Administration	5,000
Sub-Total eSuite Software Modules	\$29,000

DECISION SUPPORT SOFTWARE

Decision Support Base Datamart	9,000
Finance Analytics	5,000
Dashboards for Financial Management	6,000
Human Resource/Payroll Analytics	5,000
Dashboards for Human Resources	6,000
Sub-Total Analytics Software Modules	\$31,000

AUTHORIZED USERS

Site License for up to 200 Authorized Users	22,500
Sub-Total Authorized Users	\$22,500

DISCOUNTS

Demonstration Site Discount	(20,000)
Customer Loyalty Software Credit	(70,000)
Sub-Total Discounts	(\$90,000)

TOTAL SOFTWARE LICENSE FEE **\$124,500**

IMPLEMENTATION SERVICES

IMPLEMENTATION

Project Management Service as Required:	\$30,000
<ul style="list-style-type: none"> • Project Management • Overall consultation and communication • monthly status reports and project updates throughout the duration of the project • Implementation plan 	
Change Management:	10,000
<ul style="list-style-type: none"> • Summary Findings • Updated Summary Level Roadmap • Draft Change Management Recommendations Document • Final CMRD Presented and Delivered 	
Prime Contractor Services:	10,000
<ul style="list-style-type: none"> • Sole Point of Contact • Coordination of Subcontractors • Overall Project System Integration Services • Perform Contract Management and Administration • Scheduling of Subcontractors 	
Up to 70 days of Implementation and Training Services included for:	64,800
<ul style="list-style-type: none"> • Software Tailoring and Set Up • User Education and Training • Other Technical Support • Travel Time • Assumes a Train-the-Trainer approach 	
Interface Installation Service Fees	
<ul style="list-style-type: none"> • Payment Processing Interface • Time and Attendance Interface • AP Purchasing Card Import • Deduction Export for benefit providers 	4,000 4,000 3,500 4,800
Windows 2008/Operating System Assurance and Software Installation	5,000
<ul style="list-style-type: none"> • Install & configure application servers • Consult on connectivity to new or existing Windows environment • Verify operating system and SQL configuration • Verify workstation configuration 	
Data File Conversions	17,000
<ul style="list-style-type: none"> • Financial Management Database • Payroll and Human Resources Database 	

TOTAL IMPLEMENTATION SERVICES	\$153,100
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THIRD PARTY SOFTWARE AND SERVICES

TIME AND ATTENDANCE

ExecuTime (On-Premise Solution) Software and Services \$99,500

TOTAL THIRD PARTY SOFTWARE AND SERVICES \$99,500

TOTAL ONE TIME SOFTWARE COSTS AND SERVICES \$377,100

STANDARD SOFTWARE MAINTENANCE AGREEMENT

Annual Maintenance

- Support line
- Standard software updates

2015	\$27,500
2016	40,000
2017	42,000
2018	44,000
2019	46,000
2020	48,000

HURON-CLINTON METROPOLITAN AUTHORITY

SOFTWARE LICENSE AND SERVICES AGREEMENT

AGREEMENT - NOT TO EXCEED AMOUNT \$377,100.00

This SOFTWARE LICENSE AND SERVICES AGREEMENT ("Agreement") made this ____ day of _____ 2014 between the Huron-Clinton Metropolitan Authority, a Michigan public body corporate, whose address is 13000 High Ridge Drive, Brighton, Michigan 48114, and New World Systems, a Michigan Corporation, ("New World"), (as further described in the following Table). In this Agreement, either New World or the HCMA may also be referred to individually as a "Party" or jointly as the "Parties".

<p>HURON-CLINTON METROPOLITAN AUTHORITY 13000 High Ridge Drive Brighton, MI 48114 Tel: (810) 227-2757 Fax: (810) 227-7512 (herein, "HCMA" or "Customer")</p>	<p>NEW WORLD SYSTEMS 888 West Big Beaver Road Suite 600 Troy, MI 48084-4749 Tel: (248) 269-1000 www.newworldsystem.com (herein "New World")</p>
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This Agreement is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

- Section 1. DEFINITIONS
- Section 2. SCOPE OF AGREEMENT AND CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES
- Section 3. LICENSE GRANT
- Section 4. OWNERSHIP AND RESTRICTIONS ON USE
- Section 5. MAINTENANCE AND TECHNICAL SUPPORT
- Section 6. FEES AND PAYMENT TERMS
- Section 7. PROFESSIONAL SERVICES WARRANTY AND ASSURANCES
- Section 8. OTHER WARRANTIES
- Section 9. CONFIDENTIALITY
- Section 10. NEW WORLD PROVIDED INDEMNIFICATION AND INSURANCE
- Section 11. LIMITATION OF LIABILITY
- Section 12. TERM AND TERMINATION

Section 13. GENERAL TERMS AND CONDITIONS

EXHIBIT AA: Logos Public Administration Software Suite Statement of Work Dated April 25, 2014.

EXHIBIT AB: Total Cost Summary and Payment Schedule

EXHIBIT A: Licensed Standard Software and Fees

EXHIBIT B: Implementation and Training Support Services

EXHIBIT C: Standard Software Maintenance Agreement

EXHIBIT D: Non-Disclosure and Security Agreement for Third Parties

EXHIBIT E: Incorporation by Reference of New World's Response to Customer's RFP Software Specifications

EXHIBIT F: Data Conversions

EXHIBIT G: Custom Interfaces

EXHIBIT H: Acceptance Testing

Appendix 1: Agreement and Authorization for Procurement of Third Party Products and Services

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

SECTION 1. DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or nonpossessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. "Agreement" shall be defined as this document, the Exhibits and Attachments annexed hereto. Further, any mutually agreed to written amendments or change orders by the Parties shall also be included within the definition of "Agreement".
- 1.2. "Authorized Copies" is defined as, except as provided in subparagraph 1.3, 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:
 - (i) ~~the single copy of the Licensed Software and the related Licensed Documentation delivered by New World under this Agreement; and~~
 - (ii) any additional copies made by HCMA as authorized in subparagraph 1.2.
- 1.3. "An Authorized User/Workstation" is defined as, subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
- 1.4. "Computer" is defined as a virtual .NET Server(s) running on a HCMA cluster to be located at:

HCMA Administrative Office
13000 High Ridge Drive
Brighton, MI 48114

And a virtual .NET Server running on a HCMA Cluster solely used for Testing and Development; and Disaster Recovery, and not production, located off-site from the HCMA Administrative office, but at one of the other Metropark locations as identified by HCMA.

- 1.5. HCMA shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, HCMA shall notify New World of the new location in writing prior to the relocation.
- 1.6. "Confidential Information" is defined as Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the Party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
- 1.7. "Contract Documents". This Agreement includes and fully incorporates herein by reference all of the following documents:
 - EXHIBIT AA: Logos Public Administration Software Suite Statement of Work Dated April 25, 2014
 - EXHIBIT AB: Total Cost Summary and Payment Schedule
 - EXHIBIT A: Licensed Standard Software and Fees
 - EXHIBIT B: Implementation and Training Support Services
 - EXHIBIT C: Standard Software Maintenance Agreement
 - EXHIBIT D: Non-Disclosure and Security Agreement for Third Parties
 - EXHIBIT E: Incorporation by Reference of New World's Response to Customer's RFP Software Specifications
 - EXHIBIT F: Data Conversions
 - EXHIBIT G: Custom Interfaces
 - EXHIBIT H: Acceptance Testing
 - Appendix 1: Agreement and Authorization for Procurement of Third Party Products and Services
- 1.8. "Customer Liaison" is defined as the Project Manager and also defined as a HCMA employee assigned to act as liaison between HCMA and New World for the duration of this Agreement. Within ten (10) days of the Effective Date, HCMA shall notify New World of the name of the HCMA Liaison.
- 1.9. "Daily Rate" means, as described in this Agreement, New World shall provide services to HCMA at the rate of \$1,120.00/day. The daily rate covers all hours worked by a New World employee per day on this project. The daily rate is protected for 12 months after the Effective Date, at which time the daily rate shall be the then-current New World daily rate.

- 1.10. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 1.11. "Delivery of Licensed Standard Software": Licensed Standard Software will be delivered in a machine readable form to HCMA via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
- 1.12. "Development Software" means Standard application software currently under development by New World which, if applicable, will be completed and delivered to HCMA as Licensed Standard Software when available.
- 1.13. "HCMA" or "Metroparks" or "Customer" means the Huron-Clinton Metropolitan Authority, a Michigan public body corporate, established in accordance with Michigan Public Act 147 of the Michigan Public Acts of 1939, as amended, Michigan Compiled Laws 119.51 et seq. The term HCMA shall include any and all HCMA appointed officials, directors, employees, departments, divisions, volunteers, representatives, and/or any such persons, successors (whether such persons act or acted in their personal representative or official capacities), including any person who fell within this definition anytime during the term of this Agreement but, for any reason, is no longer employee or appointed and serving HCMA.
- 1.14. "Installation of Licensed Standard Software" means installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
- (a) the transfer or loading of the Licensed Standard Software onto a HCMA server or computer, or
 - (b) thirty (30) days after delivery of the Licensed Standard Software.
- 1.12. "Licensed Custom Software" means any software (programs or portions of programs) developed by New World specifically for HCMA's own use.
- 1.13. "Licensed Documentation" means New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
- 1.14. "Licensed Products" means the Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
- 1.15. "Licensed Software" means the Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this Agreement.
- 1.16. "Licensed Standard Software" means the current version of New World standard and development application software package(s) (in machine readable code) listed in Exhibit A.
- 1.17. "SSMA" means the New World Standard Software Maintenance Agreement as set forth in Exhibit C.
- 1.18. "Travel Expenses" means all actual and reasonable travel expenses incurred by New World for mileage.
- 1.19. "New World" shall be defined, for purposes of this Agreement, to include, without limitation, any and all employees, officers, directors, members, managers, and representatives of New World, and shall also include, to the extent that they are involved in the provision of any services set forth in this Agreement, any and all licensees, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official, capacities), and/or any and all persons acting by, through, under, or in concert with any of them and/or New World.
- 1.20. The term "Manager" or "the Project Manager" shall be defined as the person or persons identified by HCMA and New World from time to time to coordinate the provision of services required by this

Agreement. Within ten (10) days of the Effective Date, each Party shall notify the other Party of the name of their respective Project Managers.

- 1.21. "Source Code" means the Software in its human readable form; (ii) a compiler, similar computer program or any other Software which is necessary to convert the source code form into the object code form of the Software; and (iii) runtime software necessary to execute the source code form of the software, including but not limited to interpreters and templates.
- 1.22. "Upgrades" means any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this Agreement and released after the execution of this Agreement.

SECTION 2. SCOPE OF AGREEMENT; AND CUSTOMER LIASON AND CUSTOMER RESPONSIBILITIES

- 2.1. Scope of Agreement. HCMA agrees to license the Licensed Software (as more fully set forth in Section 3 of this Agreement) and receive the services from New World as set forth and detailed in the attached Exhibits. New World agrees to provide same, subject to the terms and conditions stated in this Agreement and attached Exhibits. Payment for such services shall be pursuant to Attachment AB. Except as otherwise provided herein or without prior and mutual written agreement, HCMA will incur no other service costs.
- 2.2. Customer Liaison and Customer Responsibilities. The successful implementation of the Licensed Products into HCMA's environment requires HCMA's commitment to and cooperation in the implementation process. Accordingly, HCMA hereby agrees to the following:
 - 2.2.1. HCMA understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by New World. HCMA is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.
 - 2.2.2. HCMA agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in HCMA's organization, HCMA's operations and/or after changes in HCMA's internal policies or procedures which directly affect the software implementation.
 - 2.2.3. HCMA will assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If HCMA must replace the Customer Liaison for reasons beyond its control, HCMA will assign a new HCMA Liaison as soon as reasonably possible. New World is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison will:
 - (i) provide timely answers to New World's requests for information;
 - (ii) coordinate a mutually agreeable implementation and training schedule;
 - (iii) have authority to sign for and obligate HCMA to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
 - (iv) in situations where HCMA participation is required, provide timely input for systems definition, detail design, and use of the software system.
 - 2.2.4. HCMA is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.
 - 2.2.5. HCMA shall provide qualified personnel with sufficient backup to be trained to use the

Licensed Software and to interpret the output. Applying the output information in HCMA's environment is HCMA's sole responsibility.

SECTION 3. LICENSE GRANT

- 3.1. License and Scope. New World grants HCMA a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. HCMA shall have the right and license to use, enhance, or modify the Licensed Software only for HCMA's own use and only on the Computer and only on an authorized workstation. New World will deliver to HCMA one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. The License and Scope shall include the use of the Licensed Software at an off-site clone server (as defined in Section 1.4) solely for Testing and Development, and for Disaster Recovery.
 - 3.2. In order to assist HCMA in the event of an emergency, HCMA is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. HCMA or anyone obtaining access through HCMA shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
 - 3.2.1 Program libraries, either source or object code;
 - 3.2.2 Operating control language;
 - 3.2.3 Test data, sample files, or file layouts;
 - 3.2.4 Program listings; and,
 - 3.2.5 Licensed Documentation.
 - 3.3. Upon written request by HCMA, and with written permission by New World, additional Authorized Copies may be made for HCMA's internal use only.
 - 3.4. Source Code. HCMA reserves the right to require New World to place Source Code for the Software modules licensed by HCMA in escrow with an independent third-party. Should HCMA exercise this right, the Source Code shall be kept current with the releases / version of the Software in live use at the HCMA. The Source Code shall revert to HCMA for HCMA's use if New World files for bankruptcy or protection from creditors in a court of law. HCMA shall then have full rights to use source code for any purposes other than resale. HCMA agrees to pay the costs associated with escrowing the Source Code.
 - 3.4.1. New World will provide appropriate source code to the HCMA in a timely manner in the event that the New World goes out of business or no longer supports the software being licensed. The same applies if the New World is merged or acquired and the software is no longer supported. Once the HCMA obtains the source code, it will be a perpetual license, and there will be no additional fees due, even if additional licenses are deployed.
 - 3.5. Access. At HCMA's discretion, access would be provided via a password-protected user account accessible through a) a web-based portal available via an Internet browser and/or b) a local software client available for download through the Internet that the HCMA may install on designated computers. Availability of certain features and functionality of the Licensed Software would be dependent on whether the Licensed Software is accessed through the web-based portal or through the local software client.
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- 3.6. Hardware Requirements. New World will provide the HCMA a description of the hardware requirements and installation procedures prior to delivery.

SECTION 4. OWNERSHIP AND RESTRICTIONS ON USE

- 4.1. Title and full rights to the Software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies, remain with New World. It is agreed the Software is the proprietary, confidential, trade secret property of New World, whether or not any portions thereof are or may be copyrighted, and HCMA shall take all reasonable steps necessary to protect the confidential nature of the Software, as HCMA would take to protect its own confidential information. HCMA further agrees that HCMA shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or Subcontractors working for HCMA to whom such disclosure is necessary to the use for which rights are granted hereunder. HCMA shall appropriately notify all employees, agents, and Subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon HCMA, its employees, agents, and Subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if HCMA is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to Michigan "open records" law (such as the Michigan Freedom of Information Act, MCL 15.231 et seq., or other state or federal public disclosure law), or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced, provided that HCMA notifies New World of any such request, order or subpoena within the applicable or statutory time for responding, or within five (5) days, whichever is less.
- 4.2. The license to use any Licensed Custom Software provided under this Agreement, if any, is included in the license provided herein. New World shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this Agreement including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. New World shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by New World without specific reference to HCMA's organization.

SECTION 5. MAINTENANCE AND TECHNICAL SUPPORT; FINAL ACCEPTANCE

- 5.1. Installation and Training Support Services. As provided for in Exhibit B and concurrent with timely payments, New World shall make available to HCMA qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.
- 5.2. Correction and Software Maintenance on Standard Software. New World will provide software correction service and maintenance for the Licensed Standard Software during the term of HCMA's SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

SECTION 6. FEES AND PAYMENT TERMS

- 6.1. Fees. Exhibit AB provides the manner in which fees and payments shall be allocated and made under this Agreement. Past due amounts are subject to a service charge of 1.5% per month, which charge HCMA agrees to pay. To the extent HCMA imposes additional requirements on New World for services other than those expressly provided in this Agreement, New World retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, New World will notify HCMA that the services are subject to additional charge(s).
- 6.2. In the event that HCMA desires to add additional authorized workstations or Licensed Standard

Software, HCMA agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, or as specified in the future contract. With said payments, the license provided in this Agreement permits HCMA's use of the Licensed Software for the specified workstations.

- 6.3. HCMA shall notify New World if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.
- 6.2. Taxes and Fees. All fees hereunder exclude all applicable sales, use, value-added, property and other taxes, including duties and similar mandatory payments, and HCMA will be responsible for payment of such taxes (other than taxes based on New World' net income), arising from the payment of such fees, the delivery or license of the Software, or the provision of any services to the HCMA not otherwise subject to exemption. However, if an exemption is claimed by the HCMA, an exemption certificate must be submitted to New World. All amounts under this Agreement are in U.S. dollars and payment must be made in such
- 6.3. Invoice Submittal and Payment. New World shall submit invoices to the HCMA in accordance with Exhibit AB, which shall describe all amounts due and/or owing by HCMA under this Agreement.
- 6.6. Additional Services and Fees. Additional services that are not specifically described in this Agreement are not included in the fees and would be subject to a separate task order authorization pursuant to which New World would provide these services on a time and materials basis at New World standard hourly rates.
 - 6.6.1. Fee Rate. Additional services will be billed at a rate of \$140.00 per hour. This rate will remain in effect for 2014 and 2015. After that time, the rate is subject to change with 30 days written notice provided to the HCMA.
 - 6.6.2. Authorization. No work related to additional services is to be performed without prior authorization by the HCMA
- 6.7. Under no circumstances shall the HCMA be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by New World in connection with or resulting from New World providing any services under this Agreement.

SECTION 7. PROFESSIONAL SERVICES WARRANTY AND ASSURANCES

- 7.1. New World agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. New World agrees that, at all times, the employees of New World furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- 7.2. ~~New World agrees that all persons working for or on behalf of New World whose duties bring them upon~~ the HCMA's premises shall obey the rules and regulations that are established by the HCMA and shall comply with the reasonable directions of the HCMA's officers. The HCMA may, at any time, require the removal and replacement of any of New World's employees for good cause.
- 7.3. New World shall be responsible for the acts of its employees and agents while on the HCMA's premises. Accordingly, New World agrees to take all necessary measures to prevent injury and loss to persons or property located on the HCMA's premises. New World shall be responsible for all damages to persons or property caused by New World or any of its agents or employees. New World shall promptly repair, to the specifications of the HCMA, any damage that it, or its employees or agents, may cause to the HCMA's premises or equipment; on New World's failure to do so, the HCMA may repair such damage and New World shall reimburse the HCMA promptly for the cost of repair.

- 7.4. New World agrees that, in the event of an accident of any kind, New World will immediately notify the HCMA's contact person and thereafter, if requested, furnish a full written report of such accident.
- 7.5. New World shall perform the services contemplated in the Agreement without interfering in any way with the activities of the HCMA's staff or visitors.
- 7.6. New World and its employees or agents shall have the right to use only those facilities of the HCMA that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the HCMA. The HCMA shall also extend parking privileges to properly identified members of New World's full-time staff on the same basis as they are extended to the HCMA's staff.
- 7.7. HCMA shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of New World or its employees, subcontractors, or material-men.
- 7.8. Business and Professional Licenses. New World will obtain and maintain at all times during the term of this Agreement all applicable business and professional licenses necessary to meet the terms of this Agreement.
- 7.9. Equipment and Supplies. New World is responsible for providing equipment and supplies not expressly required to be provided by the HCMA herein. Except as expressly provided herein, the HCMA shall not be liable for any expenses incurred by New World in performing services for the HCMA.
- 7.10. Taxes. New World pays, and will continue to pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes, and will file its own annual and/or quarterly tax returns with the proper federal, state and local authorities. Unless expressly agreed to otherwise in this Agreement, the HCMA shall not be liable to or required to reimburse New World for its own federal, state and local taxes or fees of any kind.
- 7.11. New World' Incidental Expenses. Except as expressly provided in this Agreement, New World shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the HCMA including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 7.12. New World Employees.
- 7.12.1. New World shall employ and assign qualified employees as necessary and appropriate to provide any of the implementation and additional services work under this Agreement. New World shall ensure that all of these employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- ~~7.12.2. New World shall solely control, direct and supervise all its employees with respect to all New World obligations under this Agreement. New World will be solely responsible for and fully liable for the conduct and supervision of any its employees.~~
- 7.12.3. All employees of New World assigned to provide services under this Agreement by New World shall, in all cases, be deemed employees of New World and not employees, agents of HCMA. Nothing in this Agreement is intended to establish an employer-employee relationship between the HCMA and New World or any employee of New World.
- 7.13. Employee-Related Expenses. Any and all employees of New World shall be employed at New World' own and sole expense (including employment related taxes and insurance) and New World warrants that its employees shall fully comply with and adhere to all of the terms of this Agreement. New World shall indemnify and hold the HCMA harmless in any claim against the HCMA by any employee for any wages or benefits including, but not limited to, Worker's Compensation, salary, profit sharing, bonuses, retirement

benefits, pension, vacation pay, sick pay, merit increases, annual leave days, promotion, disability pay, or other insurance of any kind, or any other rights or liabilities arising out of any contract for hire or employer-employee relationship between New World and its employees.

SECTION 8. OTHER WARRANTIES

- 8.1. New World represents and warrants that it has the right to grant the license(s) set forth under this Agreement. New World further represents and warrants that it has good and marketable title to the Software sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trade secret or other proprietary rights of third parties. New World further represents and warrants that neither the Software in the form delivered by New World to HCMA, nor any modifications, enhancements, updates or upgrades thereto, nor the normal use thereof by HCMA, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- 8.2. In the event that any third party makes a claim or files a lawsuit challenging HCMA's right to use the Software or Equipment, New World shall defend and indemnify HCMA and hold it harmless for any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses) arising out of said claim or lawsuit, and for any monies paid in settlement thereof. Provided, however, that New World shall have the sole and exclusive right to select and retain counsel for HCMA in connection with the defense thereof, and shall make all decisions relating to the conduct of the HCMA's defense and any settlement made on behalf of HCMA. In resolving any such infringement claim, New World shall, in its reasonable discretion, either procure a license to enable HCMA to continue to use the Software or develop or obtain a non-infringing substitute acceptable to HCMA at New World's cost.
- 8.3. New World warrants that the Licensed Software will perform as specified in its user manuals based on the then-current release of the Licensed Software.
- 8.4. New World warrants, for HCMA's benefit only, that the items coded yes in the Response to HCMA's RFP will be met as described in Exhibit E.
- 8.5. Password Security. New World warrants that no 'back door' password or other method of remote access into the software code exists. New World agrees that any and all access to any software code residing on the HCMA's client/server must be granted by the HCMA to the New World, at the HCMA's sole discretion.

SECTION 9. CONFIDENTIALITY

- 9.1. Both Parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities. Each Party agrees that it will not disclose any Confidential Information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.
 - 9.1.1. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to "open records" law (such as the Michigan Freedom of Information Act, MCL 15.231 et seq., or other state or federal public disclosure law), or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

SECTION 10. NEW WORLD PROVIDED INDEMNIFICATION AND INSURANCE

- 10.1. New World assumes the liability for all losses, claims, damages (including loss of use), expense demands, claims, and judgments in connection with or arising out of any injury or damage to property, sustained in connection with, or to have arisen out of the performance of, New World, and New World's agents, subcontractors, servants and employees, including losses, expenses or damages sustained by the HCMA and losses, expenses or damages to New World or New World's subcontractor's vehicles or property. New World hereby undertakes and agrees to indemnify, defend and hold harmless HCMA, individually or collectively, and the officers, agents, servants and employees of the HCMA, from any and all such losses expenses, damages (including loss of use, judgments, demands and claims), and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) and shall pay all damages, judgments, costs and expenses, including attorney's fees, in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expenses, demand, claim or cause of action arising out of, or caused by the sole negligence of the HCMA, individually or collectively, or the officers, agents or employees of said HCMA.
- 10.2. Patent and Trademark Indemnification. New World, at its own expense, shall completely and entirely defend the HCMA from any claim or suit brought against the HCMA arising from claims of violation of United States patents or copyrights resulting from the New World or the HCMA's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. HCMA will provide the New World with a written notice of any such claim or suit. The HCMA will also assist the New World, in all reasonable ways, in the preparation of information helpful to the New World in defending the HCMA against this suit.
- 10.2.1. Should a court order be issued against the HCMA restricting the HCMA's use of any product of a claim and should the New World determine not to further appeal the claim issue, at the HCMA's sole option the New World shall provide, at the New World's sole expense, the following:
- A. Purchase for the HCMA the rights to continue using the contested product(s), or
 - B. Provide substitute products to the HCMA which are, in the HCMA's sole opinion, of equal or greater quality, or
- 10.3. Should the parties agree to submit claims, disputes, or other matters arising out of this Agreement to arbitration, they may do so only with written agreement of all parties, including the HCMA.
- 10.4. The indemnification rights contained in this Agreement are in excess and over and above any valid and collectible insurance rights/policies.
- 10.5. New World waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against HCMA based upon any claim brought against HCMA suffered by a New World employee.
- 10.6. New World Provided Insurance.
- 10.6.1. As a condition of performing work for the HCMA, New World must provide satisfactory evidence of insurance coverage as follows:
- A. Commercial general liability of at least \$1,000,000;
 - B. A minimum umbrella policy of \$3,000,000;
 - C. Statutory workers compensation with \$500,000 of Employers Liability for all sections.

- 10.6.2. The insurance requirements set forth herein shall be the minimum amounts and shall not be diminished during the term of this Agreement and the New World shall provide copies of all certificates of insurance to the satisfaction of the HCMA as to coverage and content and shall maintain such coverages for at least six years from the completion of the project.
- 10.6.3. Other Requirements: Evidence of insurance coverage, required herein, is to be provided to us in ACORD Certificate Form 25 or 25-S or an equivalent form and must indicate:
- A. That Commercial General Liability insurance policy includes coverage for item specified in above.
 - B. A Best's rating for each insurance carrier at A or better.
 - C. That the insurance company will provide 30 days written notice of cancellation to the certificate holder and other words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed. Certificates of Insurance must be provided no less than ten (10) working days before commencement of work to the HCMA's legal counsel. Insurance carriers are subject to the approval of the HCMA legal counsel.
 - D. That "HCMA" and its respective officers, appointed officials and employees are additional insureds on the General Liability policy certificate.
 - E. Any and all deductibles in the above-described insurance policies shall be assumed by and be at the sole risk of, the New World.
 - F. All Certificates are to provide written notice of material change, cancellation or non-renewal in accordance with the policy terms.
 - G. All policies of insurance shall be primary and non-contributory with any other insurance or self-insurance carried by the HCMA with respect to New World' operations.

SECTION 11 LIMITATION OF LIABILITY

- 11.1. New World's entire liability and HCMA's exclusive remedies are set forth below:
- 11.1.1. For any claim relating to the non-conformance or imperfection of any licensed software provided under this Agreement, New World will correct the defect so that it conforms to the warranties set forth in paragraph 8. If after repeated attempts to correct the non-conformity, New World is unable to correct the non-conformity, then HCMA may recover its actual damages subject to the limits set forth in subparagraph 11.1.2. below.
 - 11.1.2. Except as otherwise provided in this Agreement, New World's total liability to HCMA for claims relating to the Licensed Products shall not exceed ~~125%~~ 25% of the total of all fees paid to New World as identified in Exhibit AB. The limitation of damages set forth in this paragraph shall not apply and HCMA may recover its actual damages and costs where the claim for damages and/or costs arises from: (1) the willful misconduct or malfeasance of New World; and (2) the acts or omissions of New World where New World has agreed to indemnify HCMA.
 - 11.1.3. Except as otherwise provided in this Agreement, neither Party shall be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this Agreement or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, and claims against a Party by any third person, even if the Party has been advised of the possibility of such damages.

- 11.1.4. If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the Parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

SECTION 12. TERM AND TERMINATION

- 12.1. Effective Date. The effective date of this Agreement shall be the date the last Party executes this Agreement. Except as otherwise expressly provided for herein, this Agreement and/or any proposed amendments to this Agreement, shall not be effective or binding, and no payments shall be due or made to New World for any Services until and unless:
- 12.1.1. This Agreement is signed by an employee of New World, legally authorized to bind the company.
- 12.1.2. Any and all required Certificates of Insurance, for New World purchased insurance as required in this Agreement, have been delivered to the HCMA and/or its Agents as provided herein and any other conditions precedent to the Agreement have been submitted and accepted by the HCMA.
- 12.2. Termination by HCMA: If New World fails to provide the Licensed Software as warranted in accordance with the terms of this Agreement or if New World fails to fulfill its responsibilities under this Agreement, HCMA may at its option terminate this Agreement with sixty (60) days written notice as follows:
- (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
 - (ii) New World shall have sixty (60) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this Agreement;
 - (iii) During the sixty (60) day cure period, HCMA shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with New World and reassigning personnel if necessary to improve the working relationship;
 - (iv) At the end of sixty (60) days unless the termination has been revoked in writing by HCMA, the Agreement terminates.
- 12.3. Termination by New World: If HCMA fails to make prompt payments to New World when invoiced, or if Customer fails to fulfill its responsibilities under this Agreement, including but not limited to those outlined in Paragraph 6.0, then New World may at its option terminate this Agreement with written notice as follows:
- (i) The termination notice shall define the reason for termination;
 - (ii) If the cited reason for termination is HCMA's failure to make prompt payment, HCMA shall have thirty (30) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
 - (iii) If the cited reason for termination is HCMA's failure to fulfill its responsibilities, HCMA shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this Agreement;
 - (iv) During the applicable cure period, New World will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
 - (v) At the end of the applicable cure period, unless the termination has been revoked in writing by New World, the Agreement terminates.
- 12.4 In the event of termination by either party, New World shall continue to provide its services, as previously scheduled, through the termination date and the HCMA shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 12.5 Upon termination, HCMA shall return to New World all Licensed Products, including any copies provided to or created by HCMA under this Agreement.
- 12.6 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.

SECTION 13. GENERAL TERMS AND CONDITIONS

13.1. Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

13.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"DEFINITIONS";

"OWNERSHIP AND RESTRICTIONS ON USE";

"LIMITATION OF LIABILITY";

"CONFIDENTIALITY";

"NEW WORLD PROVIDED INDEMNIFICATION AND INSURANCE";

"PROFESSIONAL SERVICES WARRANTY AND ASSURANCES"

"OTHER WARRANTIES"

"GENERAL CONDITIONS" (including without limitation, Severability"; "Governing Law/Consent to Jurisdiction and Venue"; and "Survival of Terms and Conditions").

13.3. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Agreement, and/or any other right, in favor of any other person or entity.

13.4. Compliance with Laws. New World shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Agreement.

13.5. Permits and Licenses. New World shall be responsible for obtaining and maintaining throughout the term of this Agreement all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Agreement and to conduct business under this Agreement. Upon request by the HCMA, New World shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Agreement.

13.6. Force Majeure. Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government (including state and local governments or of any department, agency, commission, court, bureau, corporation, or other instrumentality of any one or more of said governments), national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. New World is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this Agreement in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.

- 13.7. Conflicts of Interest. Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.) prohibits contracts between HCMA, including all agencies and departments thereof, and any employed by HCMA. To avoid any real or perceived conflict of interest, New World shall identify any New World employee or relative of New World' Employees who are presently employed by HCMA. New World shall give the HCMA notice if there are any relatives of HCMA employees who are presently employed by New World.

If at any time New World determines that there is a Conflict of Interest or potential Conflict of Interest, then New World shall disclose such Conflicts of Interest to the HCMA's Contract Administrator. HCMA may request that New World obtain a waiver or acknowledgment of the conflict from its customers.

In the event that a Conflict of Interest arises in the course of providing services under this Agreement, New World shall immediately disclose and notify the HCMA of the Conflict of Interest.

- 13.8. Non-Recruitment of Personnel. To extent permitted by law, during, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.
- 13.9. Project Managers. Each Party shall designate an employee or agent to act as a Project Manager which shall have the responsibilities as set forth in Exhibit AA (Statement of Work). The Project Managers shall serve as contact point for all matters related to the project and services to be performed under this Agreement. The New World' Project Manager shall coordinate with the HCMA's Project Manager.
- 13.10. Dispute Resolution. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties shall be resolved as follows:
- 13.10.1. Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), New World and HCMA shall enter into a series of management meetings for the purpose of resolving the dispute or controversy through normal business management practices. The series of meetings, consisting of not less than three face-to-face meetings, must be held between upper-level managers of both HCMA and New World. Both parties agree to put forth their best efforts in these meetings. The first meeting shall be held at HCMA's offices and subsequent meetings will alternate between New World and HCMA's offices. The Level 1 period shall begin when one party gives notice to the other by certified mail that it is entering into this Level 1 procedure to resolve the dispute.
- 13.10.2. Level 2: Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, HCMA and New World shall enter into a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the parties. The mediation process is defined as follows: The parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The mediation shall be held at a mutually agreeable location.
- 13.10.3. Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in a court of appropriate jurisdiction in the State of Michigan.
- 13.11. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing

waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

13.13. Reservation of Rights. HCMA reserves to itself any and all rights and obligations relating to its existence and operation as a municipal corporation as provided for by law, and this Agreement does not, and is not intended to, diminish, delegate, divest, impair, or contravene any constitutional statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of the HCMA. In addition to the New World products and services rendered pursuant to this Agreement, HCMA, in its sole judgment and discretion and subject to its fiscal and staffing constraints, reserves the right to supplement any New World services, as solely deemed appropriate by HCMA. New World agrees to cooperate in all regards with the HCMA or any HCMA Agents, including any other possible HCMA contractors, in the provision of any such HCMA authorized supplemental service or efforts.

13.14. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Agreement to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect. Notwithstanding the above, if New World's promise to indemnify or hold the HCMA harmless is found illegal or invalid, New World shall contribute the maximum that it is permitted to pay by law toward the payment and satisfaction of any claims against HCMA.

13.14. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

13.16. Notices. Notices given under this Agreement shall be in writing and shall either be personally delivered, and deemed effective when sent by express delivery service, certified mail, or Registered or Certified U.S. mail postage prepaid, and addressed below:

13.16.1. If notice is sent to New World, it shall be addressed to:

New World Systems Corporation
888 West Big Beaver, Suite 600
Troy, Michigan 48084
Attention: President

13.16.2. If notice is sent the HCMA, it shall be addressed to:

Huron-Clinton Metropolitan Authority
13000 High Ridge Drive
Brighton, Michigan 48114
Attention: HCMA Director and/or Controller

13.16.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

13.17. Agreement Modifications or Amendments. The Agreement may be modified or extended in accordance with the following procedures. In the event that the Parties to the Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by the authorized New World employee and the HCMA employee authorized by the HCMA Board of Commissioners. In the event that the changes are determined by either or all Parties to the Agreement to be of a major or complex nature, then the change

shall be by formal amendment of the Agreement signed by the Parties and made a permanent part of the Agreement. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized New World employee and by the same person who signed the Agreement for HCMA or other HCMA employee authorized by the HCMA Board of Commissioners.

- 13.17.1. Under no circumstances, however, shall any Parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the Party to, at a subsequent time, enforce the right. The payment of funds to the New World by HCMA should in no way be interpreted as acceptance of the system or the waiver of performance requirements.
- 13.18. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Agreement, the conflict shall be resolved as follows: The terms and conditions contained in this main Agreement document shall prevail and take precedence over any allegedly conflicting provisions in all other Exhibits, attachments or other documents.
- 13.19. Governing Laws/Consent to Jurisdiction and Venue. This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan.
- 13.20. Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements or Agreement between the Parties concerning the subject of this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- 13.22. Change of Control. In the event that New World is sold to a third party, New World will provide HCMA notice of the sale within thirty (30) days after the closing of the sale, and the Agreement will transfer to the new entity that owns New World.
- 13.23. HCMA Testimonial. If the HCMA is satisfied with the New World product, the HCMA will provide New World with a customer testimonial and agree to be contacted by potential customers considering use of New World to provide feedback.

The undersigned executes this Agreement on behalf of New World and the HCMA, and by doing so legally obligates and binds New World and the HCMA to the terms and conditions of this Agreement.

[Signatures on next page]

NEW WORLD SYSTEMS

BY: _____

DATE: _____

_____ appeared in person before me this day and executed this Agreement on behalf of New World and acknowledged to me under oath that _____ has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from New World to fully and completely obligate and bind New World to the terms and conditions of this Agreement and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Agreement documents including all documents incorporated by reference.

Subscribed and sworn to before me on this _____ day of _____, 2014.

Notary Public
_____, HCMA, Michigan
My Commission Expires: _____

HURON-CLINTON METROPOLITAN AUTHORITY:

BY: _____
John E. LaBelle, Chairperson

DATE: _____

BY: _____
Robert W. Marans, Secretary

DATE: _____



EXHIBIT AB
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$124,500
1. Licensed Standard Software	\$214,500
2. Less Customer Loyalty Software Credit	(70,000)
3. Less Customer Demonstration Site Discount	(20,000)
B. IMPLEMENTATION SERVICES	153,100
1. PROJECT MANAGEMENT as further described in Exhibit B	
2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	
C. THIRD PARTY PRODUCTS AND SERVICES	99,500
1. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	
	<u>ONE TIME PROJECT COST: \$377,100</u>
D. TRAVEL EXPENSES – billed as incurred	
E. STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C	

PRICING ASSUMES CONTRACT EXECUTION BY JUNE 27, 2014.

Exhibit AB / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$124,500
1. Amount invoiced upon Effective Date (40%)	\$49,800
2. Amount invoiced upon delivery of Licensed Standard Software (40%)	49,800
3. Amount invoiced upon Go-Live of 2 nd major application or 365 day after the Effective Date, whichever comes first (20%)	24,900
B. IMPLEMENTATION SERVICES	153,100
1. Amount invoiced upon the Effective Date	\$34,450
2. Amount invoiced 90 days after the Effective Date	34,450
3. Amount invoiced 180 days after the Effective Date	34,450
4. Amount invoiced 270 days after the Effective Date	34,450
5. Amount invoiced upon project completion	15,300
C. THIRD PARTY PRODUCTS AND SERVICES	99,500
1. Amount invoiced upon the Effective Date (20%)	\$19,900
2. Amount invoiced upon delivery of Executime Software (40%)	39,800
3. Amount invoiced upon completion of Executime Training (20%)	19,900
4. Amount invoiced upon Go-Live of Executime Software (20%)	\$19,900

ONE TIME PAYMENTS: \$377,100

D. TRAVEL EXPENSES
(Mileage billed as incurred)

1. 10 trips are anticipated.

E. STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By Customer:

Application Package^{1,2,3,4} Cost

**LOGOS .NET STANDARD SOFTWARE TO REPLACE THE LOGOS
AS/400 STANDARD SOFTWARE**

FINANCIAL MANAGEMENT

- | | | |
|-----------|---|-----------------|
| 1. | Logos.NET Financial Management Base Suite | \$25,000 |
| | - General Ledger | |
| | - Budget Management | |
| | - Annual Budget Preparation | |
| | - Accounts Payable | |
| | - Revenue/Cash Receipting | |
|
 | | |
| 2. | Logos.NET Additional Financial Management Software | |
| | - Asset Management | 5,000 |
|
 | | |
| 3. | Logos.NET Procurement Management Suite | |
| | - Purchasing Base | 9,000 |
| | - Requisition Processing | 5,000 |
| | - Inventory Management | 9,000 |

SUB-TOTAL EXISTING SOFTWARE MODULES	\$53,000
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Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ADDITIONAL LOGOS .NET STANDARD SOFTWARE TO BE ADDED

FINANCIAL MANAGEMENT

4. Logos.NET Additional Financial Management Software	
- Grant Management	5,000
- Project Accounting	5,000
5. Logos.NET Procurement Management Suite	
- Contract Accounting	5,000

PAYROLL & HUMAN RESOURCES SUITE

6. Logos.NET Human Resources Management Base Suite	24,000
- Payroll Processing	
- Personnel Management	
- Position Control	
7. Logos.NET Human Resources	
- Employee Event Tracking	4,000
- Personnel Action Processing	4,000
8. Logos.NET Benefits Management	
- Benefits Administration	4,000
- Workers Compensation Administration	5,000
- Leave Management (development)	5,000
9. Logos.NET Additional Payroll & HR Modules	
- Applicant Tracking	4,000
- Position Budgeting	4,000
- Benefit Tracking (Non-Employee)	5,000
- Time & Attendance Interface ⁵	5,000

eSUITE

10. eSuite Base Software	9,000
11. eFinance	
- eSupplier	5,000
12. eHR	
- eEmployee	10,000
- eBenefits Administration	5,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

DECISION SUPPORT SOFTWARE

13. Decision Support Base Datamart ⁶	9,000
14. Finance Analytics - Includes 2 users	5,000
15. Dashboards for Financial Management	6,000
16. Human Resource/Payroll Analytics - Includes 2 users	5,000
17. Dashboards for Human Resources	6,000

AUTHORIZED USERS

18. Site License for up to 200 Authorized Users ⁴	\$22,500
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SUB-TOTAL ADDITIONAL SOFTWARE MODULES	\$161,500
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NEW WORLD STANDARD SOFTWARE LICENSE FEE	\$214,500
--	------------------

LESS CUSTOMER LOYALTY SOFTWARE CREDIT (Existing Modules)	(70,000)
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LESS CUSTOMER DEMONSTRATION SITE DISCOUNT	(20,000)
--	-----------------

TOTAL SOFTWARE LICENSE FEE ^{7,8}	<u>\$124,500</u>
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Note: A Site License is included for this solution. This Site License entitles the Huron-Clinton Metropolitan Authority to 200 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within the Huron-Clinton Metropolitan Authority, MI.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008/2012 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*
- ² *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008/2012 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- ⁴ *Additional cost per group of 5 for authorized users is \$5,000.*
- ⁵ *Time & Attendance interface is a two-way interface. Additional support may be required for 3rd Party changes; not included in SSMA.*
- ⁶ *New World supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Customers may elect to use other third-party report generation tools including Crystal Reports however New World does not provide support for these tools and cannot guarantee compatibility.*
- ⁷ *Prices assume that all software proposed is licensed.*
- ⁸ *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

Optional Licensed Standard Software Pricing

Customer may license the following software modules at the indicated current list prices for up to eighteen (18) months from the date of execution of this **Agreement**.

OPTIONAL SOFTWARE MODULES

FINANCIAL MANAGEMENT

- 1. Logos.NET Additional Financial Management Software**
 - Misc. Billing & Receivables 5,000
 - Bank Reconciliation 3,000
 - Third Party Document Imaging Interface 5,000
 - Government (GASB) Reporting 9,000

- 2. Expanded Revenue Collections**
 - 3rd Party Receivables Interface (Batch) 5,000

- 3. Logos.NET Procurement Management Suite**
 - Bid & Quote Management 5,000

PAYROLL & HUMAN RESOURCES SUITE

- 4. Logos.NET Additional Payroll & HR Modules**
 - Third Party Document Imaging Interface 5,000

eSUITE

- 5. eFinance**
 - eBid 5,000

Note: ~~Training and Support Services cost as well as Maintenance (SSMA) costs for these optional modules are not included.~~

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
 - a project review (kickoff) meeting at **Customer's** location
 - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
 - a project close-out meeting at **Customer's** location to conclude the project.

The implementation services fees described in Exhibit AB include Project Management fees for a period up to 18 months after the Effective Date.

2. Pre-Configured Logos Licensed Standard Software:

This **Agreement** is based on installing Licensed Standard Software with a pre-configured implementation plan to execute your project. Through a coordinated effort involving your staff, this approach will streamline and simplify implementation of the proposed applications.

Based on **New World's** experience with other customers of similar size and staffing resources such as yours, the Licensed Standard Software will be installed with portions of the Licensed Standard Software using pre-configured implementation procedures to include:

- some tables and validation sets will be pre-defined
- some files will be pre-defined
- Some optional set-up decisions will be standardized based on best practices for local government

Early in your implementation plan, your **New World** Project Manager will review the standard software components and project plan with your management team. At that time, you may elect to continue with the pre-configured implementation plan or switch to a standard implementation approach. Under the standard approach, the cost of implementation will increase. In summary, **New World** has found the pre-configured implementation plan to be beneficial for agencies of your size that have similar applications to those proposed for your organization

3. Prime Contractor Services:

New World has proposed prime contractor services, which shall be limited to: acting as the sole point of contact between other third party vendors (subcontractors); coordination of subcontractors; overall project system integration services; and contract management administration.

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

4. Implementation and Training Support Services

Based on the Licensed Standard Software listed on Exhibit A, up to **70** days of **New World** implementation and training support services have been allocated for this project. Excess days requested shall be billed at the Daily Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software; and
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software.

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

5. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) Payment Processing Interface
- b) Time and Attendance Interface
- c) AP Purchasing Card Import
- d) Deduction Export for the following benefit providers:
 - Blue Cross Blue Shield of Michigan
 - Delta Dental
 - Eye Med
 - Lincoln Financial (Life & Disability and Voluntary Dependent Life)
 - ICMA (deferred comp, retiree health savings accounts, defined contribution retirement program)
 - Axa/Equitable (deferred comp)
 - Fifth-Third Bank (Health Savings Account)
 - Arcadia (Flexible Spending Account)

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

6. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Logos.NET server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services (Standard Availability) Environment:
Hardware Systems Assurance and Software Installation:
 - Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of **New World** Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

7. Additional Services Available

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed-upon by **Customer** and **New World** and will be provided at the Daily Rate).

8. Optional Services Available

The services listed below are available to **Customer** at the prices described herein for a period of eighteen (18) months from the Effective Date.

- a) Third Party Receivables (Batch) - \$5,000
- b) Third Party Document Imaging Interface - \$3,000

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a period of six (6) years (the SSMA term) beginning on 01/01/14 (the start date) and ending on 12/31/19 (the end date).

2. Services Included

New World shall provide the following services during the SSMA term.

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Daily Rate.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, or for prior releases of New World's software, then the additional New World maintenance or support services provided shall be billed at the Daily Rate.

4. Billing

Maintenance costs will be billed annually.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA term, if **Customer** believes that the Licensed Standard Software does not conform to the warranties provided under this **Agreement**, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Daily Rate.

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

Annual Maintenance Cost (6-Year Plan, Billed annually)

Year 1	for period	1/1/14–12/31/14	\$25,980
Year 2	for period	1/1/15–12/31/15	\$27,500
Year 3	for period	1/1/16–12/31/16	\$42,000
Year 4	for period	1/1/17–12/31/17	\$44,000
Year 5	for period	1/1/18–12/31/18	\$46,000
Year 6	for period	1/1/19–12/31/19	\$48,000

8. Non-Funding Provision

Assuming all Exhibit A and B products and services have been paid for, and after year one of the SSMA has been paid for and completed, in the event **Customer** does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the **Customer** shall have given **New World** ninety (90) days written notice prior to the anniversary date (January 1) that they are exercising the non-funding provision, and further provided that any other payments due to **New World** are fully paid, and further provided that **New World's** obligations and services under this SSMA shall also be terminated. Without **Customer's** fulfillment of the above provisions, **Customer's** obligation to pay **New World** the annual SSMA payments remains in effect through the expiration date of this SSMA Agreement.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

9. Requests for Software Correction on Licensed Standard Software in Production

During the term of this SSMA, and only after Customer has cutover to live production use of the Licensed Standard Software, **New World** shall furnish error, defect, fault, performance degradation, operation or malfunction correction in accordance with the Priority Categories below, based on **Customer's** determination of the severity of the error defect, fault, performance, operation or malfunction and **New World's** reasonable analysis of the priority of the Error, defect, fault, performance degradation, operation or malfunction.

- (a) **Priority 1:** *An Error, defect, fault, performance degradation, operation or malfunction which renders the Licensed Standard Software inoperative; or causes the Licensed Standard Software to fail catastrophically.*

After initial assessment of the Priority 1 Error, defect, fault, performance degradation, operation or malfunction by a **New World** Call Center analyst, if required, **New World** shall assign a qualified product technical specialist(s) within one (1) hour, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work continuously to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 1 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World's** software. By way of an example, the inability to process payroll would be considered a Priority 1 error.

The goal for correcting a Priority 1 event is 24 hours or less.

- (b) **Priority 2:** *An Error, defect, fault, performance degradation, operation or malfunction which substantially degrades the performance of the Software, but does not prohibit **Customer's** use of the Licensed Standard Software.*

New World shall assign a qualified product technical specialist(s) within four (4) hours, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work diligently to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 2 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World's** software.

Notwithstanding the workaround solutions identified above, the goal for correcting a Priority 2 event is to include a correction in the next Licensed Standard Software release.

- (c) **Priority 3:** *An Error, defect, fault, performance degradation, operation or malfunction which causes only a minor impact on the use of the Licensed Standard Software.*

New World may include a correction in subsequent Licensed Standard Software releases.

Customer may contact the following **New World** resources for management level issue resolution escalation:

- Vice President of Professional Services, Sandro Viselli
- Vice President of Product Support, Erin Miller
- Vice President of Product Vision, Brian Leary

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by any party other than **New World**;
- b) situations where **Customer's** use or operations error causes incorrect, operation, performance, information or reports to be generated; and
- c) requests that go beyond the scope of the Specifications set forth in this Agreement and the then-current User Manuals.

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: **Huron-Clinton Metropolitan Authority, MI**

Located At: **13000 High Ridge Drive
Brighton, MI 48114-9058**

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:
 - a) Program Libraries, whether source code or object code;
 - b) Operating Control Language;
 - c) Test or Sample Files;
 - d) Program Listings;
 - e) Record Layouts;
 - f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
 - g) All **New World** Product Bulletins and/or other **New World** Product related materials.
2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's Standard Software License and Services Agreement** with **New World**.
3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the *Standard Software License and Service Agreement* between **Customer** and **New World**.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: _____

Individual: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted and Approved by New World Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT E
INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP
SOFTWARE SPECIFICATIONS

For the applications licensed on Exhibit A, the **New World** Detail Response to the software specifications of **Customer's** RFP and the Gap Analysis Document dated April 25, 2014 are incorporated in this **Agreement** by reference.

All items coded "Yes" (as qualified) in the **New World** Detail Response to **Customer's** RFP Questionnaire and the Gap Analysis Document will be provided to **Customer** through currently existing Exhibit A software capabilities, **Customer's** use of 3rd Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C. Items that are qualified, or coded as requiring modification, may be provided using Exhibit B support services at the then current daily rates.

If the terms and conditions of the **New World** Detail Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

If **Customer** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.

#	Module	Spec.#	Requirement	Priority	Availability	NWS Comment	Reported by	Metroparks Comment / Question	Discussion Priority	Status
52	Accounts Payable	25	inactivate vendors				Franchock	How do we inactivate vendors?	Y	Resolved
53	Accounts Payable	38	Tracking invoice numbers				Franchock	? What part of this is 'no'?	Y	Resolved
54	Accounts Payable	84	Vendor Discounts				Franchock	is there any built in functionality re: discounts		Resolved
55	Accounts Payable	86	Vendor Discounts				Franchock	Is there any built in functionality re: discounts		Resolved
56	Accounts Payable	108	Check print order				Franchock	Why was this a high priority?		Resolved
57	Budgeting	17	Line item detail				Franchock	Can all accounts require line item detail?		Resolved
58	Budgeting	21	Multiple budget requests/scenarios				Franchock	Can we make multiple scenarios, just not submit them?	Y	Resolved
59	Budgeting	52	Import files				Franchock	Custom interface- Estimate of post-Exire		Resolved
60	Budgeting	63	Assign budget dollars				Franchock	Is this available?		Resolved
61	Cash	3	Gift cards				Franchock	This does not seem that difficult, a cash register function		Resolved
62	Cash	38	Unique receipt numbering				Franchock	Seems straight forward - modification?	Y	Resolved
63	Cash	41	Receipt number ranges				Franchock			Resolved
64	Cash	111	Interface w/inventory module				Franchock	Can we build an interface?	Y	Resolved
65	Cash	112	Update deposit transactions				Franchock	Can we build an interface?	Y	Resolved
66	Contract Management	35	Evaluate vendors				Franchock			Resolved
67	Fixed Assets	70	Adjust asset's useful life				Franchock	Discuss		Resolved
68	Fixed Assets	97	Integrate w/Work Order				Franchock	Discuss - inst't this a standard interface?	Y	Resolved
69	Fixed Assets	98	Interface w/3rd party asset system				Franchock	Discuss	Y	Resolved
70	General and Technical	38	Trace transaction source				Franchock	Discuss	Y	Gap Confirmed
71	General and Technical	52	Monitor concurrent users				Franchock	Discuss		Resolved
72	General and Technical	57	Ability to track actions performed "audit"				Franchock	Not available	Y	Gap Confirmed
73	General and Technical	59	Provide archiving solution				Franchock	Not available		Gap Confirmed
74	General and Technical	60	"Archive" for historical data				Franchock	Not available		Gap Confirmed
75	General and Technical	74	Admin & programming toolsets				Franchock	Not available		Gap Confirmed
76	General Ledger	29	Capture/report non labor hours				Franchock	Time and attendance?we saw this		Resolved
77	Human Resources	29	Post seasonal empl. opportunities, select multiple locations				Franchock	Discuss	Y	Gap Confirmed
78	Human Resources	31	Auto expiration of announcements				Franchock	Discuss - ok with		Resolved
79	Human Resources	34	Online profile created by applicant				Franchock	Discuss	Y	Resolved
80	Human Resources	39	Respond to job specific questions				Franchock	Not available		Resolved

81	Human Resources	40	Complete on line application			Franchock	Not available		Resolved
82	Human Resources	42	Send automatic notification			Franchock	Not available		Resolved
83	Human Resources	139	Enter/key more than one personnel action at a time			Franchock	Discuss	Y	Resolved
84	Human Resources	149	Ability to manage record retention requirements			Franchock	Discuss - will use a report that shows who files can be sent to storage		Resolved
85	Human Resources	171	Effective Date			Franchock	Discuss - sounds like a basic function!		Resolved
86	Human Resources	194	Generate leave employees/retirees bills			Franchock	Cost? Needed?		Resolved
87	Human Resources	228	Require exhaustion of defined accrual types			Franchock	Discuss		Resolved
88	Human Resources	238	Capture/track/approve travel, training requests			Franchock	Discuss - now workflow? Maybe use requisition?	Y	Resolved
89	Human Resources	247	Set tuition reimbursement thresholds			Franchock	Discuss	Y	Resolved
90	Human Resources	248	Tuition reimb. Approval process			Franchock	Discuss	Y	Resolved
91	Human Resources	249	Report number of classes taken by dept, level, etc.			Franchock	Discuss	Y	Resolved
92	Human Resources	250	Track course completion			Franchock	Discuss	Y	Resolved
93	Human Resources	258	Configure Wellness program			Franchock	Discuss		Resolved
94	Human Resources	259	Route wellness enrollment reminders			Franchock	Discuss		Resolved
95	Human Resources	260	Report on wellness program activity			Franchock	Discuss		Resolved
1	Human Resources	272	System provides tools to ensure compliance with child labor laws doe all underage employees	H	N	Hafner	We need to monitor minor breaks somehow, right now it is printed on them timesheet, based on birthdate	Y	Gap Confirmed
2	Human Resources	313	Ability to record user who performs all changes to personnel record and generate an audit report.	H	N	Hafner	WHAT??? We have to be able to see who has made changes and when they were done. This should be a misunderstanding.	Y	Resolved
96	Human Resources	313	Record user who performs changes to personnel records			Franchock	Discuss		Resolved
97	Human Resources	315	Establish multi dept approval for specific time codes used			Franchock	Discuss		Resolved
98	Human Resources	324	Succession and Career Planning			Franchock	Not available	Y	Resolved
99	Human Resources	325	Succession and Career Planning			Franchock	Not available	Y	Resolved
100	Human Resources	326	Succession and Career Planning			Franchock	Not available	Y	Resolved
101	Human Resources	327	Succession and Career Planning			Franchock	Not available	Y	Resolved
102	Human Resources	328	Succession and Career Planning			Franchock	Not available	Y	Resolved
103	Payroll	56	Formula			Franchock	Not available		Resolved

38	Payroll	111	Ability to calculate FLSA overtime on only one position's hours for an employee in multiple positions (e.g., an employee who works hours in an exempt position and hours in a nonexempt position)	L	Y	Hours Codes	Hafner	Although I don't think we currently have this situation, would this require a separate code for Salary and Hourly (Reg-S, Reg-H, Vac-S, Vac-H, etc.)	Resolved
39	Payroll	124	Ability to calculate shift differential using different methods based on employee group	H	Y		Hafner	Would be nice to see this functionality for Supervisory, foremen only, \$75 ph after 6pm, before 6am and all day Sat & Sun, not on OT vs. Non-Supy \$60 after 4pm abd before 6am, all day Sat & Sun and on OT vs. PHAM \$60 after 4pm, before 8am and all day Sat & Sun	Resolved
42	Payroll	127	Ability to track the account where comp time is earned and reference when comp time is utilized. For example, the comp time was earned while snow plowing and should be charged to snow plowing when used.	H	N		Hafner	We do manually now.... We need to discuss with NWS and ExecTime	Resolved
104	Payroll	127	Track comp time account earned				Franchock	Discuss w/ executive & NWS	Resolved
43	Payroll	133	Ability to automatically payout comp time earned in a previous calendar year on a defined date in the following calendar year. For example, if an employee has a balance of 65 hours as of 12/31/12, these hours would be used before any hours accrued in 2013 are used. Further, on 5/1/13 the remaining balance of the 65 hours carried over would be automatically paid out while any hours accrued between 1/1/13 and 5/1/13 would remain in the balance.	H	N		Hafner	We do manually now.... We need to discuss with NWS and ExecTime	Resolved
105	Payroll	133	Payout previous calendar year comp time				Franchock	Discuss w/ executive & NWS	Resolved
44	Payroll	141	Ability for printed timesheets to be automatically customized for underage employees to account for required breaks and maximum hours number of hours	H	N		Hafner	Should be able to do thru rep/time if necessary	Resolved
45	Payroll	152	Ability to enter time fo day employee worked	H	N		Hafner	Should be in T & A	Gap Confirmed
Yes	106	Payroll	152	Enter time of day worked					Resolved
46	Payroll	170	Ability of employee to have time off requests auto update timesheets	H	F	Leave Management	Franchock	Not available Exec/Time: Yes	Resolved
40	Payroll	187	Ability to prevent employees from earning accruals during pay periods where leave without pay is utilized. Must be configurable for each accrual type. For example, if an employee dose not report 80 hours in a pay period through hours worked, holiday, vacation, sick, etc. then no vacation time would be earned for said pay period.	H	Y	When using percentage-based accrual earnings	Hafner	concerned about Leave Management module being Future Would also need to account for WC and STIR	Gap Confirmed
41	Payroll	223	Ability to print check and stub, or earnings statement, on self-mailer check form	H	M	Customize payroll check and direct deposit stub	Hafner	Do we customize it or is it done by NWS? If it's NWS, does it cost extra?	Gap Confirmed
107	Payroll	223	Print check, stub, earnings statement on self mailer check form				Franchock	Modification-Why what is wrong w/std?	Resolved
47	Payroll	276	Ability for the system to prevent holiday pay on days not defined as holiday	H	N		Hafner	This sounds like a problem, is it in T & A	Gap Confirmed
108	Payroll	276	Holiday pay				Franchock	T & A Rules?	Gap Confirmed

48	Payroll	277	Ability for employees to recognize holidays other than those officially identified by the organization such that the employee would not receive holiday pay on the organizational holiday, but would receive holiday pay on date chosen.	H	N	Hafner	Currently have a work-around would need to find new work-around.	Resolved
109	Payroll	277	Recognize holidays other than official			Franchock	Discuss - Holiday Exchange	Gap Confirmed
49	Payroll	278	Ability to configure approval workflow for employees to request holiday exchange	H	F	Hafner	How can it do the workflow, but not manage the pay?	Gap Confirmed
50	Payroll	282	Ability to maintain the information required to produce the W-2Cs	H	N	Hafner	Can support the form, but not the transmission.	Gap Confirmed
110	Payroll	282	Maintain information required to produce W-2C's			Franchock	How do we handle this?	Resolved
51	Payroll	293	Ability to allow tax exemption changes by employees with edits for legal restrictions	H	N	Hafner	Not sure exactly what this means, but 252 says system will manage exempt status for new year. If employees can do a W-4 electronically, don't understand why it would not accommodate this.	Resolved
111	Payroll	293	Allow tax exempt changes			Franchock	Discuss	Resolved
112	Payroll	300	Interface with Work Order module			Franchock	Why not? Discuss - No longer attainable	Resolved
113	Project and Grant	17	Multi step approval			Franchock	What is the process?	Resolved
114	Accounting	29	Support entry of cost estimates prior to approval			Franchock	Not available	Resolved
115	Project and Grant	34	Associate grant/project number w/transaction			Franchock	Not available- ?/E to correct	Resolved
116	Accounting	5	Use forms designer tool			Franchock	Discuss	Resolved
117	Purchasing	129	Return to vendor-record goods			Franchock	Discuss	Resolved
118	Purchasing	130	Track and record RMA			Franchock	Discuss	Resolved
119	Purchasing	131	Track quantities of returns by vendor			Franchock	Discuss	Resolved
120	Purchasing	143	Require RFP #			Franchock	Our question was "Why High Priority?"	Resolved
121	Purchasing	146	Group requisitioned items by vendor			Franchock	Discuss	Resolved
122	Purchasing	169	Documents awaiting approval report			Franchock	How do we manage this issue?	Resolved
10	Time & Attendance	4	Ability to forecast staffing needs based on workload for 15 minute intervals within a day. The system also provides functionality to track and reference assumptions for workload expectations based on holidays, weather and other events	M	N	Hafner	This sounds like a good Andy/Leff question	To be Discussed with NWS
11	Time & Attendance	14	Ability to allow workers to click a link in an email to confirm receipt of that schedule	M	F	Hafner	This sounds like a good Andy/Leff question	To be Discussed with NWS
123	Time & Attendance	14	Confirm receipt of email			Franchock	When?	To be Discussed with NWS
12	Time & Attendance	15	Ability to allow a supervisor to view which workers have viewed and confirmed receipt of their schedule	M	F	Hafner	This sounds like a good Andy/Leff question	To be Discussed with NWS
124	Time & Attendance	15	Supervisor ability to view employee receipt of schedule			Franchock	When?	To be Discussed with NWS
13	Time & Attendance	18	Ability to send bulk email within the application to workers in the system	H	F	Hafner	This sounds like a good Andy/Leff question	To be Discussed with NWS
125	Time & Attendance	18	Send bulk email to workers			Franchock	When?	To be Discussed with NWS

126	Time & Attendance	49	Restrict punching at data collection terminal	H	N	Franchock	?available but not supported	To be Discussed with NWS
14	Time & Attendance	50	Ability to provide for supervisor override of punch restrictions at the data collection terminal	H	N	Hafner	Executime allows the override within the web browser. Executime: Supervisor can do it from mobile, web browser. You can set them to be outside. The supervisor will be sent an entry that the employee clocked in outside of normal hours. Timesheet will note there is a schedule violation.	To be Discussed with NWS
127	Time & Attendance	50	Provide supervisor override			Franchock	?	To be Discussed with NWS
128	Time & Attendance	53	Employee self service transactions			Franchock	Which are available?	To be Discussed with NWS
15	Time & Attendance	55	Ability to accommodate during heavy use periods, employee self service transactions that can be restricted by terminal, terminal group, or time of day for any terminal.	M	N	Hafner	Not sure what we're looking for here, open enrollment thru a kiosk?? Executime: All features are available at all times. Some customers have applied rounding rules so the employee is not penalized or have a second clock to help with backup.	To be Discussed with NWS
129	Time & Attendance	55	Heavy use periods			Franchock	?What were we looking for? We don't want a traffic jam when people are trying to clock in because people are checking their leave balances.	To be Discussed with NWS
3	Time & Attendance	78	Ability to provide for the configuration of an unlimited number of T & A calculations	M	T	Hafner	40/80 time (would need special holiday code and would only be accessible to those individuals) & 1/2, CE/HE (Allow for at the Time sheet level - you can give them that choice. They can move them to which category they want. (this can not be done on the clock but on the web browser) Release note that is coming out at the end of month will allow caps on specific bank codes [they will follow up with on this]. Shift Premium by contract are our tricky ones. Executime: without knowing all specifications but with really complex might need manual overrides.	To be Discussed with NWS
130	Time & Attendance	78	Unlimited t&a calculation rules			Franchock	Discuss-dependent on complexity?	To be Discussed with NWS
4	Time & Attendance	83	Ability to apply T & A calculation rules (OT, breaks, etc.) in accordance with federal, state and local laws to reduce FLSA compliance risk.	H	T	Hafner	How we pay OT on FT vs FT and paid lunch and breaks Beki. "We are probably good on this one". Executime was confident it wouldn't be an issue unless it is complex	To be Discussed with NWS
131	Time & Attendance	83	Apply t&a calculation rules			Franchock	Discuss-dependent on complexity?	To be Discussed with NWS
5	Time & Attendance	90	Ability to maintain a calendar of holidays. Separate and distinct holiday calendars can be maintained for different groups of employees based on policy	H	T	Hafner	This sounds like a scheduling answer, I think we are asking it to automatically generate Holiday pay on the holiday. Benefits calendar in the software. Will show who is taking time off. Holiday schedule tools. Vacation time, sick time, holiday time, can show up on a calendar and will show up with those that are qualified for that specific type of time.	To be Discussed with NWS
132	Time & Attendance	90	Maintain calendar of holidays			Franchock	Clarify	To be Discussed with NWS

6	Time & Attendance	91	Ability to manage holiday pay policies, including holiday pay and apply special rules for hours worked on a holiday. Eligibility rules for holiday pay (work scheduled day before or after, for example) must be automatically enforced by bargaining group.	H	N	Holiday time can be applied in bulk and automatically to an employee, but some complicated logic for holiday time may not be supported.	Hafner	I think our holiday issues are fix change, Salary working holiday and taking another day off, Holiday being normal day off, different for POAM than rest of employees Executive: Adjust manually to a special Code. Scheduling solution will allow you to look at a specific day and see who is off. There is no magic button but there is ways to make it easier. Poster module was mentioned. They believe there is a way to search by Bargaining unit. (they will follow up on this)	Y	To be Discussed with NWS
16	Time & Attendance	91	Ability to manage holiday pay policies, including holiday pay and apply special rules for hours worked on a holiday. Eligibility rules for holiday pay (work scheduled day before or after, for example) must be automatically enforced by bargaining group.	H	N	Holiday time can be applied in bulk and automatically to an employee, but some complicated logic for holiday time may not be supported.	Hafner	see above	Y	To be Discussed with NWS
133	Time & Attendance	91	Manage holiday pay policies				Franchock	Discuss		To be Discussed with NWS
134	Time & Attendance	96	Electronic signature				Franchock			To be Discussed with NWS
17	Time & Attendance	105	Ability to prohibit updates to record after each department level of approval	H	N		Hafner	If a supervisor approves it to move forward, the employee should not be able to make changes without supervisor action		To be Discussed with NWS
135	Time & Attendance	105	Prohibit recording of updates after each dept level approval				Franchock	Discuss, seems like a problem. Can have notifications on changes. If changes happen it is no longer approved because of these changes. There are patches with alerts. Lockouts: will follow up. Would email notifications help? Texts would as well. Professional services will talk about policy on if schedule is not approved on how it is handled with payroll.		To be Discussed with NWS
18	Time & Attendance	132	Ability for the user to configure the interactive views with user-defined columns	M	N		Hafner	???? Not sure what we're looking for. Flexibility for a few things like changing colors. But can't change names of columns at user level. Organization can rename during implementation.		To be Discussed with NWS
19	Time & Attendance	133	Ability to provide a primary and secondary sort capability within the interactive views	M	F		Hafner	Is this for the supervisor to sort/filter their employees by different groups (dept, FT/PT)		To be Discussed with NWS
20	Time & Attendance	135	Ability to schedule group edits on a specific date/time	M	N		Hafner	This sounds like a good Andy/Leff question		To be Discussed with NWS
21	Time & Attendance	143	Ability to alert user if holiday, personal holiday, or sick incentive days have incorrect hours	H	N		Hafner	not sure what this is. You can set up policies when they go into the request time off if they don't have time left it gives errors or when they fill in their hours. All policy based. You can allow them to go into negative (such as negative 8) if you want.		To be Discussed with NWS
136	Time & Attendance	143	Alert incorrect hours on holiday, sick, personal holiday				Franchock	Discuss, what were we looking for, if employee tries to use time they do not have, they should get a message (we don't want to have to find out at payroll processing time)		To be Discussed with NWS
22	Time & Attendance	147	Ability to automatically calculate and report a change in general leave accrual rate based on a change in standard pay hours for the pay period or an employee's years in service	H	N		Hafner	This sounds like our new accrual method! Banks will pull in from New World.	Y	To be Discussed with NWS
137	Time & Attendance	147	Automatically calculate & report change in general leave accrual rate				Franchock	Discuss		To be Discussed with NWS
23	Time & Attendance	172	Ability to support the management of FMLA and other leave type	H	F	Leave Management	Hafner	not sure if we're looking for something new here or not	Y	To be Discussed with NWS

138	Time & Attendance	172	Leave management				Franchock	When?	To be Discussed with NWS
24	Time & Attendance	173	Ability to reset accumulators at year end by leave type	H	F	Leave Management	Hafner	Will definitely need this, what does their leave time look like? Now? And when will Leave Management be available?	To be Discussed with NWS
139	Time & Attendance	173	Leave management				Franchock	When?	To be Discussed with NWS
25	Time & Attendance	174	Ability to track hours worked and tenure to determine eligibility for FMLA, State mandated leaves and organizational leave of absence policies	H	F	Leave Management	Hafner	not sure if we're looking for something new here or not	To be Discussed with NWS
140	Time & Attendance	174	Leave management				Franchock	When?	To be Discussed with NWS
26	Time & Attendance	175	Ability to determine eligibility for concurrent leave policies. FMLA in concurrence with state mandated medical leave	H	F	Leave Management	Hafner	not sure if we're looking for something new here or not	To be Discussed with NWS
141	Time & Attendance	175	Leave management				Franchock	When?	To be Discussed with NWS
27	Time & Attendance	176	Ability to alert leave administrators when there is a potential FMLA qualifying absence	H	F	Leave Management	Hafner		To be Discussed with NWS
142	Time & Attendance	176	Leave management				Franchock	When?	To be Discussed with NWS
7	Time & Attendance	178	Ability to restrict use of family leave time if employee has reached maximum	H	T	Policies can be established for leave requests based on the balance within payroll	Hafner	Does this mean we have to set-up a FMLA balance when someone is approved?	To be Discussed with NWS
8	Time & Attendance	179	Ability to record and accumulate unpaid leave time	H	T	Executime allows for recording of unpaid leave taken on the timesheet	Hafner	But will it accumulate FMLA and Exchange? Are we going to use Admin leave?	To be Discussed with NWS
143	Time & Attendance	181	Integrate w/3rd party vendors for disability, workers comp, FMLA administration				Franchock	Discuss - Beki, "We don't need this"	To be Discussed with NWS
144	Time & Attendance	185	Paid time used w/unpaid time				Franchock	Discuss	To be Discussed with NWS
28	Time & Attendance	186	Ability for cascading pay to be defined to be processed automatically. For example, in an FMLA case Sick must be drawn down to 8 hours, then Personal Days drawn down to zero, then Vacation drawn down to zero as needed to fill the leave period.	H	N		Hafner	I think we handle this manually right now Role Accruals, as long as the role is setup, you can roll the hours over that they can and lose the hours they can't. Business Rule? Executime: does not have that built in. We can allow the type of time and duration to be documented to pass to payroll but restrictions to put in a time: can only be defined with a report.	To be Discussed with NWS
145	Time & Attendance	186	Cascading pay				Franchock	Discuss	Resolved
29	Time & Attendance	187	Ability to allow for an easy capture and monitoring of intermittent leave time, for example, for recurring physical therapy, and apply all paid and unpaid leave rules correctly.	H	N		Hafner	I think we handle this manually right now Beki gives example for someone taking every month out. Executime you can look at history by employee. Absentee report view that will give some information. No alert at the right time they have taken a Friday". NWS has a few reports to track trends. Can use analytics to find information on hour codes used and build something to help. Leave management will track the FMLA hours used. Executime can do a bank of FMLA hours and track against it or just add up the hours for FMLA.	To be Discussed with NWS

30	Time & Attendance	191	Ability to generate alerts if an employee punches in while on leave of absence	H	F	Hafner	surprised, seems like T & A should only let current Active employees clock in Scheduling solution, someone on vacation are some other time on their time sheet. It would pop as a schedule violation. There is not an immediate alert.	Y	To be Discussed with NWS
146	Time & Attendance	191	Alert if employee punches in while on leave			Franchock	Discuss		To be Discussed with NWS
9	Time & Attendance	192	Ability to coordinate disability pay with vacation or other PTO pay to ensure a full paycheck	H	T	Hafner	I think we were looking for some automation, this makes it sound like you can of course enter types of time to pay an employee, which is what we do now!		To be Discussed with NWS
31	Time & Attendance	195	Ability to handle leave without pay including stopping autopay, stopping accruals and tracking arrears	H	N	Hafner	We do this manually now, seems like a ...DA status should stop autopays and accruals, tracking arrears would be a different issue. Time and attendance can track the time without pay and pass it to payroll. NWS does not have a way to stop them from getting accruals. Manually done at Frugal.		To be Discussed with NWS
147	Time & Attendance	195	Handle leave w/o pay			Franchock	Discuss options		To be Discussed with NWS
32	Time & Attendance	198	Ability to accommodate more than one year of leave information on-line and provide for carryover balances	H	N	Hafner	Will definitely need this, what does their leave time look like? Not sure what "information" they're referring to, but definitely need to carryover balances of carryover banks nws: would need to do research on it	Y	To be Discussed with NWS
148	Time & Attendance	198	Accommodate more than one year of leave information			Franchock	Discuss		To be Discussed with NWS
33	Time & Attendance	200	Ability to automate the administration and enforcement of attendance or absence control programs to reduce variability of workforce.	H	N	Hafner	Isn't this a basic T & A function? Daily reporting? ok		Resolved
149	Time & Attendance	200	Absence control program administration & enforcement			Franchock	Discuss ok		Resolved
34	Time & Attendance	204	Ability to identify patterns of absenteeism, for instance, Friday or Monday absences	H	N	Hafner	Isn't this a basic T & A function? Daily reporting? ok	Y	Resolved
150	Time & Attendance	204	Identify patterns of absenteeism			Franchock	Discuss ok		Resolved
35	Time & Attendance	206	Ability to alert supervisors or managers of necessary actions associated with attendance violations	H	N	Hafner	Isn't this a basic T & A function? Daily reporting? ok		Resolved
151	Time & Attendance	206	Attendance violations alerts			Franchock	What did we want? Ok		Resolved
36	Time & Attendance	209	Ability to create an automatic notification to the employee when an employee's vacation/PTO/sick time balance is running above/below a user defined maximum/minimum level.	H	N	Hafner	Seems like this would also be basic to track and employees leave balance to ensure its adequate when submitting time, where is the check???. Exec time can show balances. No alert. You can use a report that we would do in manually. We need a follow up on scheduled reports.	Y	To be Discussed with NWS
152	Time & Attendance	209	Notification to employee re: leave balances			Franchock	Discuss		To be Discussed with NWS
37	Time & Attendance	216	Pay rates	H	N	Hafner	Have no idea what this means		To be Discussed with NWS

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after the contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

1. General

- a) This conversion effort includes data coming from one unique data source, not multiple sources.
- b) No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place by **Customer** prior to providing the data to **New World**

2. New World Responsibilities

- a) **New World** will provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
- b) **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
- c) As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip for each application is a billable support trip, using standard Exhibit B services, which is scheduled in conjunction with the delivery of the converted data to the **Customer**.
- d) **New World** will provide the **Customer** up to 3 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
- e) **New World** will provide the standard conversion record layouts to the **Customer** and convert the available data elements defined in the standard conversion record layouts.
- f) Up to seven years of historic data will be converted by **New World**.

3. Customer Responsibilities

- a) **Customer** will provide data in standard conversion record layouts as provided by **New World**. Submitted data files must include an accurate count of records contained in the files.
- b) Data will be submitted to **New World** in one of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel Spreadsheet, or an ASCII-format delimited text file. Data and databases will be transferred using the **New World** ftp site.
- c) **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.
- d) As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one commitment exists for **Customer** commitment and **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
- e) **Customer** agrees to promptly review conversion deliveries and signoff on both the conversion design document and on the final conversion after the appropriate review. Applying the converted data to the production (Live) environment will constitute conversion acceptance by **Customer**.
- f) If the **Customer** cannot provide data in the format defined in **New World's** standard conversion record layouts then **New World** will map the data to **New World's** standard conversion record layout on a daily billable basis. The **Customer** must provide complete file and field definitions for **New World** to map the data.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

4. Files to be converted

The following files will be converted from the Logos 400 System:

Finance	
<u>Finance Base</u>	<ul style="list-style-type: none"> • COA - The chart of accounts includes funds, organizations 2 through 6, base and detail accounts, organizations sets. • Vendor - Vendors include the base vendor, vendor contacts, and vendor addresses. • Projects - Project set up and general ledger transactions. • GL History - The General Ledger History conversion includes the detailed general ledger transaction history. • Current Year's Budget - Pending budget. • Budget History - Adopted budget history. • Banks - Bank set up includes the bank information and the bank account information. • Departments - Departments include the conversion of the functional department and sub-department codes • Master Files - Financial Managements master files include invoice types, sales tax, and validations sets.
<u>Purchase Orders and Accounts Payable</u>	<ul style="list-style-type: none"> • Purchase Orders - Purchase order, detail items, disbursements, receipt of goods, requisitions, change history. • Accounts Payable - Accounts Payable conversion includes the accounts payable invoices, detail items, charges, payments, checks, and disbursements.
<u>Fixed / Pending Assets</u>	<ul style="list-style-type: none"> • Fixed Assets/ Pending Assets - Assets, asset items, asset classifications, depreciation methods, transaction history.

The following files will be converted from a Third Party Source:

HR / Payroll	
	<ul style="list-style-type: none"> • Employee • Detailed Earnings History • Position Master

EXHIBIT G
BUDGET ESTABLISHED FOR CUSTOMER REQUESTED
STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

The services listed below are available to **Customer** at the prices described herein for a period of eighteen (18) months from the Effective Date. **Customer** may elect to proceed with any of the items described in this Exhibit by providing **New World** with a written Notice to Proceed. Upon receipt of a Notice to Proceed, **New World** shall invoice **Customer** for 60% of the associated costs, which **Customer** agrees to pay within thirty (30) days of invoice. The remaining 40% shall be invoiced upon delivery of the item requested, which **Customer** agrees to pay within thirty (30) days of invoice.

1. CUSTOM SOFTWARE/CUSTOM SOFTWARE INTERFACES (Estimate)

The following custom software interfaces vary in cost from \$5,000 to \$20,000 each. A more detailed description of the interface must be provided before obtaining final pricing prior to contract execution. The final cost will be determined by the actual interfaces selected.

- Employee Demographic and Benefit Import/Export (two-way)
- Performance Budgeting Import (one-way)
- NIGP Import (one-way)
- Absence Management Import (one-way)
- Absence Management Export (one-way)
- Data Import into Master Files
- Web Service to Third-Party Asset Tracking (two-way)

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of New World's Responsibility

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **Customer**. Only items identified in the Assessment above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include a detailed description of the required feature.
- (3) Programming and programming test.
- (4) On-site training, testing and/or other support services using Exhibit B rates and fees.

Exhibit G / BUDGET ESTABLISHED FOR CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review with Customer Staff. Customer agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to Customer .	To be determined
(3) RD is accepted and signed off by Customer (no programming will be done by New World until the formal sign-off and Customer's authorization to proceed in writing).	To be determined
(4) New World completes programming from RD and provides modified software to Customer .	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c) Customer's Responsibility

All **Customer**-requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

EXHIBIT H
ACCEPTANCE TESTING

Each application of Licensed Software shall be deemed to have been accepted upon the successful completion of either Criteria 1 or Criteria 2 (listed below) whichever occurs first. Acceptance Testing is successful under either Criteria 1 or Criteria 2 unless the Licensed Software application contains a warranty defect which substantially impairs the value and **Customer's** use of the Licensed Software. Any claimed defects must be documented in writing as set forth in Exhibit C.

Criteria 1:

Using Exhibit B support services, **New World** shall assist **Customer** in conducting the following software Acceptance Test.

Following published specifications using established procedures and controls, the test criteria includes:

1. the successful entering and editing of a representative sample of transactions;
2. the successful processing of a representative sample of file maintenance transactions for the master file transactions; and
3. the successful generation of standard output reports.

Testing under Criteria 1 may be completed before **Customer** has gone "live" on the application. If Criteria 1 is used, **Customer** agrees to provide the requisite resources to timely complete the Acceptance Test procedure. If **Customer** unreasonably delays the start of the Criteria 1 test procedure for more than thirty (30) calendar days beyond the designated test date, then successful software acceptance shall be deemed to have occurred for that application of Licensed Software on the thirty-first (31st) day after the designated test date.

Criteria 2:

Successful acceptance of each application of Licensed Software delivered shall be deemed to have occurred at the time **Customer** begins using the application of Licensed Software to produce data or output which is distributed for actual use and/or otherwise used as "live data".



APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **Customer**. By execution of this **Agreement**, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

Huron-Clinton Metropolitan Authority
Attn: Mrs. Rebecca Franchock
13000 High Ridge Drive
Brighton, MI 48114-9058

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on said Agreements. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

Exhibit 1

CONFIGURATION

THIRD PARTY PRODUCTS AND SERVICES

ON-PREMISE SOLUTION

THIRD PARTY SOFTWARE

- | | |
|------------------------------------|----------|
| 1. ExecuTime (On-Premise Solution) | \$99,500 |
| (includes software and services) | |

TOTAL THIRD PARTY PRODUCTS AND SERVICES \$99,500



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca Franchock, Controller
 Subject: Approval – ERP System Hardware and Operating System Selection
 Date: May 1, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the purchase for hardware and operating system to implement the new ERP system as recommended by Director McCulloch and Controller Franchock.

Fiscal Impact: Funds are available in the 2014 Administrative Office Capital Equipment Account.

Summary: The FRED project will be on an internally hosted site. The design offers a standardized set of hardware that will be located at the Administrative Office with a duplicate set located offsite at another Metropark facility. Each site will consist of a cluster of three servers (six servers total). The HP brand commodity servers will run Microsoft Server 2012. The cluster model will provide redundancy in case of a failure and load sharing, if necessary, during normal operations.

By moving the information storage that is traditionally inside each server to an independent shared device (called a SAN) staff gains several benefits. The Nimble brand SAN supplied by Great Lakes Computer offers high performance, strong security, expandability and stability for data. Storing the data on the SAN device allows staff to replicate data offsite to the other SAN system. Other benefits include quick data restoration and dataset management.

The cost outlined below includes Windows software licenses, SAN licenses, warranties and maintenance. In addition to the items detailed below, staff will purchase racks, cabling, networking switches and other miscellaneous items to carry the data between the storage and the host servers.

Cost:			
		Unit Price	Total
<u>Great Lakes Computer</u>			
(2)	Storage Area Network - Nimble	\$21,750.00	\$43,500.00
(2)	Solid State Drive Cache	2,750.00	5,500.00
(2)	Professional Services	2,500.00	5,500.00
	Total Great Lakes Computer		<u>\$54,000.00</u>
<u>Civitas</u>			
(2)	Set of three Hewlett Packard Servers	\$22,312.92	\$44,625.84
(6)	Microsoft Windows Server 2012 Licenses	4,661.62	27,969.72
	Total Civitas		<u>\$72,595.56</u>
	Total Hardware		<u>\$126,595.56</u>



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
 From: Rebecca Franchock, Controller
 Subject: Pension and RHCT Retiree Member Voting Representation
 Date: May 1, 2014

Action Requested: Motion to Approve

That the Board of Commissioners approve the anticipated recommendation of the Pension Committee and Retiree Health Care Board of Trustees to expand the voting representation of the committee from six (6) members to seven (7) members, adding a member to represent retired HCMA employees, and to amend Section 8 of the HCMA Employees' Retirement Plan and Trust Agreement and Section 1:303 of the HCMA Retiree Health Care Benefits Plan and Trust Agreement in accordance with the recommendations of Rebecca Franchock, Trustee and Joseph W. Colaianne, Corporation Counsel.

Background: In February 2014, the Pension Committee and Retiree Health Care Trust Board discussed an inquiry from Mr. Magee, HCMA ex-officio retiree representative, relating to the issue of voting representation for retired members of the plan. Currently, the Pension Committee and the Retiree Health Care Trust Board are represented by six (6) members: HCMA Chairperson, two commissioners, the Director of the Authority, and two employees representing the HCMA Employees' Association and HCMA Police Union. Although there is a HCMA retiree pension representative that attends the meetings, the representative does not have any voting rights. The Pension Committee and the Retiree Health Care Trust Board referred this matter to corporation counsel for a recommendation.

As discussed in February, HCMA Pension Plan and the Retiree Health Care Trust are closed plans. Ultimately, there will be more retirees than active employees receiving benefits under the plans. As such, retirees will want to have a greater say in the vested benefits. Adding a voting member to represent retired HCMA employees will increase awareness and improve confidence for both current employees and retirees.

Corporation Counsel recommends that the Pension Committee and the Retiree Health Care Trust Board consider expanding the voting representation of the committee from six members to seven members, adding a member to represent the retired HCMA employees. The proposed changes are set forth below and, if acceptable, would be included in the final proposed changes to the HCMA Employees' Retirement Plan and Trust Agreement and the Retiree Health Care Benefits Plan and Trust Agreement:

Retiree Member Voting Representation
Page Two

PROVISIONS RELATING TO PENSION COMMITTEE MEMBERSHIP

MEMBERSHIP OF PENSION COMMITTEE

(8.1 ERP & T Agreement- 1:303. RHCBP & T Agreement)

The Board of Commissioners of the Authority will appoint a Pension Committee of ~~six (6)~~ SEVEN (7) members, consisting of the Chairman of the Board of Commissioners, two (2) ~~Members~~ COMMISSIONERS At Large APPOINTED FOR A SIX YEAR TERM, the Director of the Authority, the President of the Huron-Clinton Metropolitan Authority Employees' Association or his appointee, ~~and the President of the Huron-Clinton Metropolitan Authority Rangers~~ POLICE Union of the Police Officers Association of Michigan or his appointee and one (1) MEMBER WHO IS A RETIREE OF THE AUTHORITY WHO SHALL BE APPOINTED FOR A THREE YEAR TERM. ~~The two (2) Members At Large shall be members of the Board of Commissioners and shall be appointed for a six year term.~~

ANY RETIREE MAY NOMINATE THEMSELVES FOR APPOINTMENT TO THE PENSION COMMITTEE BY SUBMITTING A LETTER OF INTEREST TO THE TRUSTEE. THE TRUSTEE SHALL RECEIVE, MAINTAIN AND GIVE ALL LETTERS OF INTEREST TO THE SELCTION COMMITTEE FOR REVIEW AND ACTION. THE SELECTION COMMITTEE SHALL BE COMPOSED OF THE DIRECTOR OF THE AUTHORITY OR HIS DESIGNEE, THE PRESIDENT OF THE HURON-CLINTON METROPOLITAN AUTHORITY EMPLOYEES' ASSOCIATION OR HIS APPOINTEE AND THE PRESIDENT OF THE HURON-CLINTON METROPOLITAN AUTHORITY POLICE UNION OR HIS APPOINTEE. THE SELECTION COMMITTEE MAY INTERVIEW ALL OR SOME OF THE RETIREES WHO HAVE SUBMITTED A LETTER OF INTEREST AND SHALL RECOMMEND A RETIREE TO THE BOARD OF COMMISSIONERS FOR APPOINTMENT TO THE PENSION COMMITTEE.

A VACANCY ON THE PENSION COMMITTEE SHALL BE FILLED WITHIN 90 DAYS, FOR THE UNEXPIRED TERM (WHERE APPLICABLE), IN THE SAME MANNER AS THE POSITION WAS PREVIOUSLY FILLED.



HURON-CLINTON METROPOLITAN AUTHORITY

To: Board of Commissioners
From: John P. McCulloch, Director
Subject: Monthly Park Statistics
Date: May 1, 2014

Due to the timing of the Board meeting, parks statistics are not available for distribution with the May Board packet. Park statistics will be distributed at the May 8 meeting.

HURON-CLINTON METROPARKS MONTHLY STATISTICS

April 2014

PARK	MONTHLY VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	23,362	20,578	21,046	11%
Wolcott Mill	5,695	4,481	3,855	48%
Stony Creek	34,568	31,544	29,840	16%
Indian Springs	5,615	6,072	6,529	-14%
Kensington	60,613	51,889	53,904	12%
Huron Meadows	6,085	5,276	5,799	5%
Hudson Mills	20,109	18,033	18,812	7%
Lower Huron	20,183	18,905	19,867	2%
Willow	15,466	15,123	14,515	7%
Oakwoods	3,431	2,946	2,963	16%
Lake Erie	13,748	13,375	13,809	0%
Monthly TOTALS	208,875	188,222	190,939	9%

MONTHLY TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 94,537	\$ 55,337	\$ 52,356	11%
\$ -	\$ -	\$ -	-
\$ 205,118	\$ 109,356	\$ 102,367	100%
\$ 29,974	\$ 16,501	\$ 18,516	62%
\$ 210,570	\$ 121,201	\$ 117,486	79%
\$ 3,960	\$ 3,278	\$ 3,050	30%
\$ 67,538	\$ 32,076	\$ 36,766	84%
\$ 31,094	\$ 19,120	\$ 20,148	54%
\$ 25,107	\$ 19,545	\$ 16,647	51%
\$ 4,184	\$ 3,410	\$ 3,152	33%
\$ 68,834	\$ 39,666	\$ 38,122	81%
\$ 740,917	\$ 419,490	\$ 408,610	81%

PARK	Y-T-D VEHICLE ENTRIES			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	64,500	70,364	71,129	-9%
Wolcott Mill	10,402	10,189	8,220	27%
Stony Creek	85,369	85,887	86,236	-1%
Indian Springs	11,654	14,761	16,865	-31%
Kensington	154,529	151,915	165,691	-7%
Huron Meadows	22,472	15,584	17,159	31%
Hudson Mills	41,560	46,590	50,592	-18%
Lower Huron	52,108	57,202	62,108	-16%
Willow	43,021	44,630	45,823	-6%
Oakwoods	9,171	9,980	10,328	-11%
Lake Erie	31,590	33,715	35,559	-11%
Monthly TOTALS	526,376	540,817	569,710	-8%

Y-T-D TOLL REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 203,682	\$ 155,217	\$ 166,518	-9%
\$ -	\$ -	\$ -	-
\$ 429,534	\$ 303,994	\$ 317,131	35%
\$ 62,107	\$ 55,435	\$ 56,517	10%
\$ 468,402	\$ 352,446	\$ 367,356	28%
\$ 31,332	\$ 16,204	\$ 15,597	101%
\$ 139,284	\$ 104,262	\$ 114,378	22%
\$ 74,759	\$ 48,655	\$ 62,616	19%
\$ 54,335	\$ 34,450	\$ 40,155	35%
\$ 11,436	\$ 11,970	\$ 12,547	-9%
\$ 136,192	\$ 102,201	\$ 109,388	25%
\$ 1,611,064	\$ 1,184,834	\$ 1,262,203	28%

PARK	MONTHLY PARK REVENUE			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	\$ 110,429	\$ 71,518	\$ 68,913	60%
Wolcott Mill	\$ 50,720	\$ 30,956	\$ 35,091	45%
Stony Creek	\$ 339,371	\$ 247,769	\$ 238,422	42%
Indian Springs	\$ 78,483	\$ 58,150	\$ 67,045	17%
Kensington	\$ 317,460	\$ 209,697	\$ 203,041	56%
Huron Meadows	\$ 53,644	\$ 36,067	\$ 49,309	9%
Hudson Mills	\$ 122,263	\$ 85,084	\$ 82,447	48%
Lower Huron	\$ 39,086	\$ 25,312	\$ 27,343	43%
Willow	\$ 86,145	\$ 44,862	\$ 58,649	47%
Oakwoods	\$ 5,770	\$ 4,259	\$ 4,967	16%
Lake Erie	\$ 150,357	\$ 118,861	\$ 120,322	25%
Y-T-D TOTALS	\$ 1,353,727	\$ 932,535	\$ 955,550	42%

Y-T-D PARK REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 246,018	\$ 205,614	\$ 224,438	60%
\$ 79,832	\$ 58,398	\$ 73,935	8%
\$ 636,520	\$ 505,306	\$ 524,636	21%
\$ 133,329	\$ 130,752	\$ 135,824	-2%
\$ 669,885	\$ 522,408	\$ 539,854	24%
\$ 106,133	\$ 65,115	\$ 88,056	21%
\$ 224,989	\$ 183,542	\$ 189,835	19%
\$ 92,820	\$ 67,903	\$ 82,527	12%
\$ 124,083	\$ 65,511	\$ 93,574	33%
\$ 15,341	\$ 15,805	\$ 17,753	-14%
\$ 240,375	\$ 211,360	\$ 229,092	5%
\$ 2,569,325	\$ 2,031,714	\$ 2,199,526	17%

District	Y-T-D Vehicle Entries by Management Unit			
	Current	Previous	Prev 3 Yr Avg	Change
Eastern	160,271	166,440	165,585	-3%
Western	230,215	228,850	250,307	-8%
Southern	135,890	145,527	153,818	-12%

District	Y-T-D Total Revenue by Management Unit		
	Current	Previous	Prev 3 Yr Avg
Eastern	962,370	769,318	823,009
Western	1,134,336	901,817	953,570
Southern	472,619	360,579	422,947

GOLF THIS MONTH	MONTHLY ROUNDS			
	Current	Previous	Prev 3 Yr Avg	Change
Wolcott Mill	505	220	573	-12%
Stony Creek	1,490	1,971	1,971	-24%
Indian Springs	1,088	1,206	1,494	-27%
Kensington	1,833	1,791	1,903	-4%
Huron Meadows	1,502	1,479	1,692	-11%
Hudson Mills	818	998	704	16%
Willow	1,185	408	1,008	18%
Lake Erie	984	1,055	1,300	-24%
Total Regulation	9,405	9,128	10,645	-12%
LSC Par 3	361	304	471	-23%
L. Huron Par 3	294	148	226	30%
Total Golf	10,060	9,580	11,341	-11%

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ 11,477	\$ 4,100	\$ 13,851	-17%
\$ 88,202	\$ 87,207	\$ 87,351	1%
\$ 34,510	\$ 34,177	\$ 40,598	-15%
\$ 55,738	\$ 46,553	\$ 52,495	6%
\$ 43,730	\$ 31,774	\$ 42,601	3%
\$ 38,964	\$ 38,165	\$ 30,918	26%
\$ 53,386	\$ 21,446	\$ 34,601	54%
\$ 60,396	\$ 63,431	\$ 62,665	-4%
\$ 386,404	\$ 326,852	\$ 365,080	6%
\$ 2,092	\$ 1,520	\$ 2,299	-9%
\$ 2,059	\$ 928	\$ 1,294	59%
\$ 390,555	\$ 329,300	\$ 368,674	6%

GOLF Y-T-D	GOLF ROUNDS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Wolcott Mill	505	220	729	-31%
Stony Creek	1,490	1,971	2,301	-35%
Indian Springs	1,088	1,206	1,881	-42%
Kensington	1,833	1,791	2,619	-30%
Huron Meadows	1,502	1,479	2,263	-34%
Hudson Mills	818	998	723	13%
Willow	1,185	408	1,223	-3%
Lake Erie	984	1,055	1,596	-38%
Total Regulation	9,405	9,128	13,335	-29%
LSC Par 3	361	311	563	-36%
L. Huron Par 3	294	148	226	30%
Total Golf	10,060	9,587	14,124	-29%

GOLF REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ 11,477	\$ 4,100	\$ 16,697	-31%
\$ 90,934	\$ 99,783	\$ 105,168	-14%
\$ 34,510	\$ 34,177	\$ 48,572	-29%
\$ 55,738	\$ 46,553	\$ 65,639	-15%
\$ 43,730	\$ 31,774	\$ 54,284	-19%
\$ 38,964	\$ 38,165	\$ 31,229	25%
\$ 53,486	\$ 21,446	\$ 38,790	38%
\$ 60,521	\$ 63,431	\$ 68,151	-11%
\$ 389,361	\$ 339,428	\$ 428,531	-9%
\$ 2,092	\$ 1,555	\$ 2,764	-24%
\$ 2,059	\$ 928	\$ 1,294	59%
\$ 393,512	\$ 341,911	\$ 432,589	-9%

AQUATICS THIS MONTH	PATRONS THIS MONTH			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair	0	0	0	-
KMP Splash	0	0	0	-
Lower Huron	0	0	0	-
Willow	0	0	0	-
Lake Erie	0	0	0	-
TOTALS	0	0	0	-

MONTHLY REVENUE			
Current	Previous	Prev 3 Yr Avg	Change
\$ -	\$ -	\$ -	-
\$ 400	\$ 400	\$ 150	167%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ 400	\$ 400	\$ 150	167%

AQUATICS Y-T-D	PATRONS Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair	0	0	0	-
KMP Splash	0	0	0	-
Lower Huron	0	0	0	-
Willow	0	0	0	-
Lake Erie	0	0	0	-
TOTALS	400	400	150	167%

REVENUE Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ -	\$ -	\$ -	-
\$ 1,000	\$ 800	\$ 350	186%
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-
\$ -	\$ -	\$ -	-

PARK	Seasonal Activities this Month			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair				
Welsh Center	5	6	6	-17%
Shelters	0	0	0	-
Boat Launches	65	66	143	-55%
Marina	0	0	0	-
Mini-Golf	0	0	0	-
Wolcott				
Shelters	1	8	5	-80%
Stony Creek				
Disc Golf Daily	2,187	2,071	2,237	-2%
Disc Golf Annual	27	16	23	19%
Total Disc Golf	2,214	2,087	2,260	-2%
Shelters	49	67	58	-16%
Boat Rental	0	0	0	-
Boat Launches	66	75	60	11%
Indian Springs				
Shelters	1	7	6	-82%
Event Room	580	572	282	105%
Kensington				
Disc Golf Daily	2,942	2,922	2,564	15%
Disc Golf Annual	47	41	31	53%
Total Disc Golf	2,989	2,963	2,595	15%
Shelters	60	95	71	-15%
Boat Rental	0	0	0	-
Huron Meadows				
Shelters	3	3	5	-40%
Boat Rental	0	5	15	-
Hudson Mills				
Disc Golf Daily	1,557	1,339	1,682	-7%
Disc Golf Annual	47	28	34	37%
Total Disc Golf	1,604	1,367	1,716	-7%
Shelters	16	26	23	-30%
Canoe Rental	0	0	0	-
Lower Huron / Willow / Oakwoods				
LH Shelters	24	21	30	-19%
Willow Shelters	13	10	17	-22%
Lake Erie				
Shelters	16	13	17	-8%
Boat Launches	1,822	1,699	1,678	9%
Marina	0	0	1	-

Monthly Revenue			
Current	Previous	Prev 3 Yr Avg	Change
\$ 800	\$ 1,200	\$ 3,833	-79%
\$ 10,900	\$ 10,775	\$ 8,200	33%
\$ -	\$ -	\$ -	-
\$ 78	\$ -	\$ 5	1460%
\$ -	\$ -	\$ -	-
\$ 1,600	\$ 2,900	\$ 2,187	-27%
\$ 4,371	\$ 4,131	\$ 4,458	-2%
\$ 1,310	\$ 780	\$ 1,093	20%
\$ 5,681	\$ 4,911	\$ 5,552	2%
\$ 9,800	\$ 13,400	\$ 9,867	-1%
\$ -	\$ -	\$ -	-
\$ 20,400	\$ 24,900	\$ 26,100	-22%
\$ 200	\$ 1,400	\$ 967	-79%
\$ -	\$ -	\$ -	-
\$ 5,884	\$ 5,763	\$ 5,034	17%
\$ 2,276	\$ 1,910	\$ 1,770	29%
\$ 8,160	\$ 7,673	\$ 6,804	20%
\$ 13,400	\$ 19,000	\$ 12,250	9%
\$ -	\$ -	\$ 62	-
\$ 600	\$ 600	\$ 800	-25%
\$ -	\$ 112	\$ 275	-
\$ 3,114	\$ 2,678	\$ 3,364	-7%
\$ 2,190	\$ 1,300	\$ 1,657	32%
\$ 5,304	\$ 3,978	\$ 5,021	6%
\$ 3,200	\$ 5,050	\$ 3,833	-17%
\$ -	\$ -	\$ -	-
\$ 5,500	\$ 4,200	\$ 4,800	15%
\$ 2,650	\$ 2,000	\$ 2,667	-1%
\$ 3,400	\$ 2,700	\$ 2,900	17%
\$ -	\$ -	\$ -	-
\$ 9,677	\$ 6,656	\$ 8,398	15%

PARK	Seasonal Activities Y-T-D			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair				
Welsh Center	14	15	18	-24%
Shelters	0	0	1	-
Boat Launches	65	68	237	-73%
Marina	0	0	0	-
Mini-Golf	0	0	0	-
Wolcott				
Shelters	10	22	19	-46%
Stony Creek				
Disc Golf Daily	2,348	2,535	3,311	-29%
Disc Annual	27	16	23	19%
Total Disc Golf	2,375	2,551	3,334	-29%
Shelters	125	167	185	-32%
Boat Rental	0	0	0	-
Boat Launches	66	75	61	8%
Indian Springs				
Shelters	13	19	15	-15%
Event Room	0	0	0	-
Kensington				
Disc Golf Daily	2,947	3,054	3,092	-5%
Disc Annual	47	41	31	53%
Total Disc Golf	8,160	7,673	6,804	20%
Shelters	182	192	184	-1%
Boat Rental	0	0	0	-
Huron Meadows				
Shelters	6	13	15	-59%
Boat Rental	0	5	20	-
Hudson Mills				
Disc Golf Daily	1,850	2,250	2,932	-37%
Disc Annual	47	28	34	37%
Total Disc Golf	1,897	2,278	2,967	-36%
Shelters	41	51	50	-19%
Canoe Rental	0	0	0	-
Lower Huron / Willow / Oakwoods				
LH Shelters	72	84	102	-30%
Willow Shelters	35	35	44	-21%
Lake Erie				
Shelters	34	48	46	-26%
Boat Launches	1,996	2,358	2,708	-26%
Marina	0	0	1	-

Seasonal Revenue Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
\$ 4,000	\$ 6,800	\$ 15,283	-74%
\$ 21,725	\$ 32,975	\$ 27,375	-21%
\$ -	\$ -	\$ -	-
\$ 78	\$ -	\$ 5	1460%
\$ -	\$ -	\$ -	-
\$ 7,100	\$ 9,100	\$ 9,890	-28%
\$ 4,694	\$ 5,059	\$ 6,598	-29%
\$ 1,310	\$ 780	\$ 1,093	20%
\$ 2,375	\$ 2,551	\$ 3,334	-29%
\$ 28,000	\$ 33,000	\$ 30,447	-8%
\$ -	\$ -	\$ -	-
\$ 21,900	\$ 24,900	\$ 26,167	-16%
\$ 2,600	\$ 3,800	\$ 2,617	-1%
\$ -	\$ -	\$ -	-
\$ 5,894	\$ 6,027	\$ 6,082	-3%
\$ 2,276	\$ 1,910	\$ 1,770	29%
\$ 2,994	\$ 3,095	\$ 3,123	-4%
\$ 40,770	\$ 38,450	\$ 30,900	32%
\$ -	\$ -	\$ 62	-
\$ 1,400	\$ 2,600	\$ 2,417	-42%
\$ -	\$ 112	\$ 385	-
\$ 3,700	\$ 4,500	\$ 5,865	-37%
\$ 2,190	\$ 1,300	\$ 1,657	32%
\$ 1,897	\$ 2,278	\$ 2,967	-36%
\$ 8,200	\$ 10,050	\$ 8,700	-6%
\$ -	\$ -	\$ -	-
\$ 15,500	\$ 16,800	\$ 17,100	-9%
\$ 7,200	\$ 7,000	\$ 7,247	-1%
\$ 7,800	\$ 7,300	\$ 7,142	9%
\$ -	\$ -	\$ -	-
\$ 24,961	\$ 26,921	\$ 30,309	-18%

PARK	Winter Sports this Month			
	Current	Previous	Prev 3 Yr Avg	Change
Lake St. Clair				
XC Skiers	0	0	0	-
Ice Skaters	0	0	0	-
Sledders	0	0	0	-
Ice Fishermen	37	0	0	-
Stony Creek				
XC Skiers	0	0	0	-
Ice Skaters	0	0	0	-
Sledders	0	0	0	-
Ice Fishermen	0	0	0	-
Indian Springs				
XC Skiers	0	0	0	-
Sledders	0	0	0	-
Kensington				
XC Skiers	0	0	0	-
Ice Skaters	0	0	0	-
Sledders	0	0	0	-
Ice Fishermen	0	0	0	-
Huron				
XC Skiers	0	0	0	-
Ice Fishermen	0	0	0	-
Hudson Mills				
XC Skiers	0	0	0	-
Lower Huron				
Ice Skaters	0	0	0	-
Willow				
XC Skiers	0	0	0	-
Ice Fishing	0	0	0	-
Sledders	0	0	0	-
Lake Erie				
XC Skiers	0	0	0	-
Sledders	0	0	0	-
Fishing	0	0	0	-

Winter Sports Y-T-D			
Current	Previous	Prev 3 Yr Avg	Change
103	17	74	39%
488	265	280	74%
525	0	0	-
5,609	6,954	5,347	5%
4,007	1,994	2,788	44%
0	1,066	764	-
5,031	6,929	4,555	10%
748	835	896	-17%
272	258	270	1%
372	594	275	35%
4,663	1,517	1,347	246%
1,204	564	755	60%
0	0	0	-
2,417	372	320	655%
8,060	3,866	3,106	159%
592	142	132	348%
3,325	400	1,172	184%
479	319	462	4%
570	146	296	92%
166	57	73	127%
2,900	1,592	1,810	60%
47	13	16	188%
140	48	73	92%
0	0	0	-

INTERPRETIVE FACILITIES								
PARK	Monthly Patrons Served				YTD Patrons Served			
	(total program participants and non-program visitors)				(total program participants and non-program visitors)			
	Current	Previous	Prev 3 Yr Avg	Change	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	11,727	12,731	12,271	-4%	27,059	28,421	34,219	-21%
Wolcott Mill	3,811	2,890	3,949	-4%	7,548	8,201	8,716	-13%
Wolcott Farm	21,955	16,515	19,390	13%	28,037	32,673	30,214	-7%
Stony Creek	12,741	15,368	15,077	-15%	31,741	34,832	44,823	-29%
Indian Springs	8,115	9,334	9,358	-13%	24,134	26,834	25,754	-6%
Kens NC	28,503	34,817	31,948	-11%	66,488	90,457	86,469	-23%
Kens Farm	40,679	37,554	43,479	-6%	62,451	82,473	81,780	-24%
Mobile Center	2,352	1,535	2,233	5%	6,765	8,473	8,335	-19%
Hudson Mills	3,939	2,949	3,932	0%	13,377	12,092	13,147	2%
Oakwoods	13,311	11,543	12,607	6%	38,755	43,528	42,219	-8%
Lake Erie	11,098	12,286	12,183	-9%	39,059	38,826	42,146	-7%
Totals	158,231	157,522	166,430	-5%	345,414	406,810	417,821	-17%
PARK	Monthly Revenue				YTD Revenue			
	Current	Previous	Prev 3 Yr Avg	Change	Current	Previous	Prev 3 Yr Avg	Change
Lake St Clair	\$ 1,714	\$ 2,627	\$ 1,772	-3%	\$ 6,908	\$ 5,527	\$ 4,622	49%
Wolcott Mill	\$ 1,505	\$ 821	\$ 454	231%	\$ 4,376	\$ 3,162	\$ 2,907	51%
Wolcott Farm	\$ 16,926	\$ 18,800	\$ 12,710	33%	\$ 19,215	\$ 25,189	\$ 16,808	14%
Wagon Rides	\$ 2,954	\$ 90	\$ 830	256%	\$ 2,954	\$ 531	\$ 1,015	191%
Livestock/Produce	\$ 11,030	\$ 1,172	\$ 2,741	302%	\$ 21,792	\$ 8,639	\$ 21,249	3%
FARM TOTAL	\$ 30,910	\$ 20,062	\$ 16,280	90%	\$ 43,961	\$ 34,359	\$ 39,072	13%
Stony Creek	\$ 1,161	\$ 1,621	\$ 1,212	-4%	\$ 5,952	\$ 8,463	\$ 10,051	-41%
Indian Springs	\$ 4,278	\$ 3,588	\$ 3,726	15%	\$ 11,462	\$ 11,344	\$ 10,825	6%
Kens NC	\$ 1,852	\$ 1,474	\$ 1,409	31%	\$ 5,805	\$ 4,273	\$ 5,186	12%
Kens Farm	\$ 8,840	\$ 5,193	\$ 4,941	79%	\$ 20,435	\$ 24,186	\$ 18,265	12%
Wagon Rides	\$ 4,289	\$ 3,028	\$ 2,744	56%	\$ 7,731	\$ 6,080	\$ 6,877	12%
Livestock/Produce	\$ 1,209	\$ 795	\$ 507	138%	\$ 7,575	\$ 6,904	\$ 6,477	17%
FARM TOTAL	\$ 14,338	\$ 9,016	\$ 8,193	75%				
Mobile Center	\$ 1,621	\$ 1,296	\$ 1,449	12%	\$ 6,493	\$ 5,647	\$ 5,441	19%
Hudson Mills	\$ 2,594	\$ 1,083	\$ 1,770	47%	\$ 6,871	\$ 6,366	\$ 6,531	5%
Oakwoods	\$ 1,236	\$ 849	\$ 1,816	-32%	\$ 3,555	\$ 3,174	\$ 4,852	-27%
Lake Erie	\$ 1,179	\$ 368	\$ 732	61%	\$ 1,958	\$ 2,276	\$ 2,368	-17%
Totals	\$ 62,388	\$ 42,805	\$ 38,813	61%	\$ 133,081	\$ 121,761	\$ 123,474	8%

BREAKDOWN OF ATTENDANCE	ON-SITE Programs and Attendance			
	CURRENT YEAR		PREVIOUS YEAR	
	Programs	Attendance	Programs	Attendance
Lake St Clair	82	2,401	97	704
Wolcott Mill	34	1,180	15	42
Wolcott Farm	86	7,763	113	424
Stony Creek	36	1,220	59	984
Indian Springs	49	2,129	86	776
Kens NC	27	584	82	1,748
Kens Farm	182	4,667	165	377
Mobile Center	49	1,271	38	1,076
Hudson Mills	12	1,069	7	314
Oakwoods	29	839	25	250
Lake Erie	13	586	49	1,491
Totals	394,388	355,866	360,832	1

OFF-SITE Programs and Attendance			
CURRENT YEAR		PREVIOUS YEAR	
Programs	Attendance	Programs	Attendance
14	752	4	704
-	-	1	42
4	1,702	1	424
-	-	-	984
4	241	4	776
8	829	11	1,748
-	-	-	377
2	1,081	1	1,076
1	370	3	314
11	1,701	5	250
9	289	-	1,491
1,387,297	783,643	764,864	8,186

BREAKDOWN OF ATTENDANCE	OTHER VISITORS (Non-programs)	
	Current	Previous
Lake St Clair	8,574	8,765
Wolcott Mill	2,631	2,316
Wolcott Farm	12,490	8,097
Stony Creek	11,521	13,407
Indian Springs	5,745	5,160
Kens NC	27,090	30,049
Kens Farm	36,012	32,000
Mobile Center	////	////
Hudson Mills	2,500	2,500
Oakwoods	10,771	10,147
Lake Erie	10,223	11,507
Totals	-	31

"ON-SITE" - Statistics includes both programs offered to the public and programs offered to school and scout groups.

"OFF-SITE" - Statistics includes outreach programs at schools, special events such as local fairs, or outdoor related trade shows.

"OTHER VISITORS" - Represents patrons to interpretive centers who visit to view exhibits, walk trails, and generally just enjoy the outdoors.