



cityofnovi.org

# CITY of NOVI CITY COUNCIL

**Agenda Item G**  
**September 28, 2009**

**SUBJECT:** Approval to enter into three year support agreements with Bellefeuil, Szur, & Associates, Inc. aka BS&A Software, for the use of their .NET Fund Accounting and Equalizer Property-Based .NET Programs for a total annual fee of \$32,525.

**SUBMITTING DEPARTMENT:** Information Technology and Finance

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	\$32,525
<b>AMOUNT BUDGETED</b>	\$20,450 101-201.00-802.000 \$15,700 101-209.00-802.000 \$ 6,850 101-253.00-802.000 \$10,210 101-299.00-802.000 \$ 6,890 101-215.00-802.000 \$60,100 Total (budget includes other charges in addition to BS&A support costs)
<b>APPROPRIATION REQUIRED</b>	N/A
<b>LINE ITEM NUMBER</b>	\$15,550 101-201.00-802.000 \$ 3,060 101-209.00-802.000 \$ 4,860 101-253.00-802.000 \$ 1,150 101-299.00-802.000 \$ 1,650 101-215.00-802.000 \$ 6,255 592-592.00-802.000 \$32,525 Total

**BACKGROUND INFORMATION:** On April 6, 2009 City Council approved entering into an agreement with BS&A Software, for the use of their .NET Fund Accounting and Equalizer Property-Based .NET Programs. The annual support cost for each of these applications is as follows:

Fund Accounting Applications:	Cost of Annual Support (*see note below):
1. General Ledger	\$3,050
2. Accounts Payable	\$2,250
3. Cash Receipting	\$2,250
4. Miscellaneous Receivables	\$2,250
5. Purchase Orders	\$2,250
6. Payroll	\$3,500
7. Fixed Assets	\$2,250
8. Utility Billing	\$6,255
9. Human Resources	\$1,150
10. Business Licensing (Pervasive Version)	\$1,650
<b>Property-Based Applications:</b>	
11. Assessing	\$3,060
12. Tax	\$2,610

\* BS&A has agreed to **no fee increases** during the three-year term of the attached support agreements.

**RECOMMENDED ACTION:** Approval to enter into three year software support agreements with Bellefeuil, Szur, & Associates, Inc. aka BS&A Software, for the use of their .NET Fund Accounting and Equalizer Property-Based .NET Programs for a total annual fee of \$32,525.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

# Support Agreement for Equalizer .Net

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## ASSESSING SYSTEM

A PRODUCT OF BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Corporation" and **City of Novi, Oakland County**, State of Michigan, hereinafter referred to as the "City".

WITNESSETH:

Whereas the Licensor is the owner of the copyrighted computerized systems entitled **Equalizer .Net Assessing** (the "Program") which have been licensed to the City under a Licensing Agreement; and

Whereas the City and the Corporation desire to enter into this support agreement in connection with the Program on the terms and conditions set forth herein.

Now, therefore, in consideration of the covenants contained herein, the parties hereto agree as follows:

The City will continue to be invoiced for yearly support (software updates and unlimited telephone support) according to the current schedule of the 4th Quarter. Program updates and telephone support during the Corporation's normal business hours shall be available to the City for a fee of **\$3,060**, pursuant to the Proposal, will not change for 3 years from the date of this agreement. After that date, BS&A Software reserves the right to increase the fee by no more than the cumulative yearly CPI. This agreement shall automatically renew for additional one year terms unless either party provides the other with thirty days prior written notice of termination. The City agrees that it is not entitled to any refund of license fees paid under this agreement upon termination.

1. This Agreement is not transferable or assignable by the City without prior written consent of the Corporation.
2. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
3. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.
4. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Corporation and the City agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.

6. The terms and conditions in the Licensing Agreement are incorporated into this Agreement by reference.
7. The Corporation will not be responsible for, and its performance under this Agreement will be automatically postponed as a result of, delays beyond the control of the Corporation.

Representing Corporation:

*Stark Nova*

Date: 9/15/09

Representing City:

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Date: \_\_\_\_\_

Tax Identification #

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SUPPORT AGREEMENT FOR THE  
EQUALIZER  
FUND ACCOUNTING  
SYSTEMS  
A PRODUCT OF BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Corporation" and City of Novi, Oakland County, State of Michigan, hereinafter referred to as the "City".

WITNESSETH:

Whereas the Licensor is the owner of the copyrighted computerized systems entitled Fund Accounting (the "Fund Accounting Programs") which have been licensed to the City under a Licensing Agreement; and

Whereas the City and the Corporation desire to enter into this support agreement in connection with the Fund Accounting Programs on the terms and conditions set forth herein.

Now, therefore, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. The City will continue to be invoiced for yearly support (software updates and unlimited telephone support) according to the current schedule. Fund Accounting Program updates and telephone support during the Corporation's normal business hours shall be available to the City for a fee of \$26,855, comprising...

General Ledger	\$3,050
Accounts Payable	\$2,250
Cash Receipting	\$2,250
Miscellaneous Receivables	\$2,250
Purchase Orders	\$2,250
Payroll	\$3,500
Fixed Assets	\$2,250
Utility Billing	\$6,255
Human Resources	\$1,150
Business Licensing	\$1,650
Total	\$26,855

**Fund Accounting Systems**

The Corporation guarantees that the annual fee of \$26,855, pursuant to the Proposal, will not change for 3 years from the date of this agreement. After that date, BS&A Software reserves the right to increase the fee by no more than the cumulative yearly CPI. This agreement shall automatically renew for additional one year terms unless either party provides the other with thirty days prior written notice of termination. The City agrees that it is not entitled to any refund of license fees paid under this agreement upon termination.

2. This Agreement is not transferable or assignable by the City without prior written consent of the Corporation.

3. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
4. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.
5. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Corporation and the City agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.
7. The terms and conditions in the Licensing Agreement are incorporated into this Agreement by reference.
8. The Corporation will not be responsible for, and its performance under this Agreement will be automatically postponed as a result of, delays beyond the control of the Corporation.

Representing Corporation:

*Stacy Naurin*

Date: 9/15/09

Representing City:

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Date: \_\_\_\_\_

Tax Identification #

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# Support Agreement for Equalizer .Net

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## TAX SYSTEM

A PRODUCT OF BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Corporation" and **City of Novi, Oakland County**, State of Michigan, hereinafter referred to as the "City".

WITNESSETH:

Whereas the Licensor is the owner of the copyrighted computerized systems entitled **Equalizer .Net Tax** (the "Program") which have been licensed to the City under a Licensing Agreement; and

Whereas the City and the Corporation desire to enter into this support agreement in connection with the Program on the terms and conditions set forth herein.

Now, therefore, in consideration of the covenants contained herein, the parties hereto agree as follows:

The City will continue to be invoiced for yearly support (software updates and unlimited telephone support) according to the current schedule of the 1st Quarter. Program updates and telephone support during the Corporation's normal business hours shall be available to the City for a fee of **\$2,610**, pursuant to the Proposal, will not change for 3 years from the date of this agreement. After that date, BS&A Software reserves the right to increase the fee by no more than the cumulative yearly CPI. This agreement shall automatically renew for additional one year terms unless either party provides the other with thirty days prior written notice of termination. The City agrees that it is not entitled to any refund of license fees paid under this agreement upon

1. This Agreement is not transferable or assignable by the City without prior written consent of the Corporation.
2. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
3. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.
4. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Corporation and the City agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.

6. The terms and conditions in the Licensing Agreement are incorporated into this Agreement by reference.
7. The Corporation will not be responsible for, and its performance under this Agreement will be automatically postponed as a result of, delays beyond the control of the Corporation.

Representing Corporation:

*Shubh Narain*

Date: *9/15/09*

Representing City:

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Date: \_\_\_\_\_

Tax Identification #

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