

**RESOLUTION 2023-13 Approved: June 6, 2023**

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO RENEW AN AGREEMENT WITH LOCAL GOVERNMENT COMPUTER AND INFORMATION SERVICE (LOCiS) FOR SOFTWARE SUPPORT AND LICENSING.**

**WHEREAS**, the Village of Maple Park ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

**WHEREAS**, Village has determined that it is to its advantage and best interest of the Village to avail itself of the software support and licensing from Local Government Computer and Information Service (LOCiS) for the specialized utility billing, fund accounting, payroll, and accounts payable software specifically oriented to local governments; and,

**WHEREAS**, LOCiS is desirous of performing software support and licensing for the Village; and,

**NOW, THEREFORE**, BE IT RESOLVED by the President and the Board of Trustees for the Village of Maple Park, DeKalb and Kane Counties, Illinois, as follows:

**Section 1.** The Village President or a designee is hereby directed to sign the attached agreement with LOCiS, for the Village's software support and licensing.

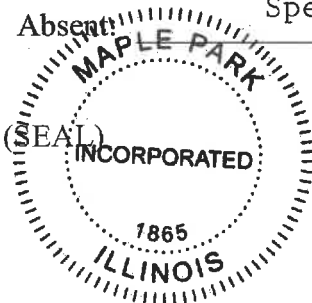
**Section 2.** This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

**PASSED** by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on June 6, 2023.

Ayes: Groezinger, Joy, Peloso, Simon, Ward

Nays:

Speare



Suzanne Fahnestock, Village President

**ATTEST:**

Caryn Minor, Village Clerk



# End User License Agreement

Company Name: Maple Park

Dealer Name: LOCIS

Signature Systems, Inc. (SSI), 2233 Waleis Pl, Koloa, HI 96756 and the "Dealer" identified above, supply the Comet Software and all associated security devices, passwords and license certificates, subject to the terms of this Agreement. Although the security device is sold to you, the Comet Software is being licensed to you, not sold. By signing this agreement, SSI and you agree that your use of the Software and the security device will be in accordance with the terms below.

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### VIRTUAL SECURITY DEVICE

You may elect to utilize a virtual security device which allows SSI to secure the software over the Internet. If such is the case, you acknowledge that from time to time, the software will contact a server maintained by SSI over the Internet. Consequently, you agree to maintain your systems ability to connect to the Internet such that it will be able to contact the SSI server at any time required by the virtual security device.

### EXPORT LAW ASSURANCES

You agree and certify that the Software will not be acquired, shipped, transferred or exported, directly or indirectly, to a destination outside the United States or Canada without express written permission of SSI. The Software may not be used for any purpose prohibited by the United States Administration Act of 1979, as amended, and the regulations thereunder.

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Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

### LIMITATION OF REMEDIES

Regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, in no event will SSI be liable to you for any lost profits, lost savings, business interruption, lost data, or any form of incidental, special, indirect or consequential damages arising out of the use of or inability to use any Software, even if SSI or an authorized SSI representative has been advised of the possibility of such damages, or for any claim by an other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to you.

SSI's liability to you for actual damages for any cause whatsoever, and regardless of the form of the action, will be limited to the greater of \$50 or the money paid to SSI for the Comet Software that caused the damages or that is the subject matter of, or is directly related to, the cause of action.

You agree that the limitations of liability and disclaimers set forth above will apply regardless of whether you have accepted the Software or any other product or service delivered by SSI. You understand and agree that SSI has set its prices and entered into this Agreement in reliance upon the disclaimers of liability, the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between you and SSI (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss) and that the same form an essential basis of the bargain between you and SSI.

### GOVERNMENT END USERS

If the Software is acquired by or on behalf of a unit or agency of the United States Government this provision applies.

The Software (a) was developed at private expense, and no part of it was developed with government funds, (b) is a trade secret of SSI for all purposes of the Freedom of Information Act, (c) is "commercial computer software" subject to limited utilization as provided in this contract between the vendor and the governmental entity and (d) in all respects is proprietary data belonging solely to SSI.

For units of the Department of Defense (DoD), the Software is provided only with "Restricted Rights" as that term is defined in the DoD Supplement to the Federal Acquisition Regulations, 252.227-7013(c)(1)(ii) and:

Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013. Manufacturer: Signature Systems, Inc., 2233 Waleis Place, Koloa, HI 96756.

Government personnel using this Software, other than under a DoD contract, see hereby on notice that use of this Software is subject to restrictions and rights as defined in Clause 52.227-19(c)(2) of the FAR and as set forth in this Agreement.

### CONFIDENTIALITY

You agree not to directly or indirectly divulge to any person or entity the Software or any trade secrets related to the Software until such time as SSI makes such information available to the public without restriction.

### GENERAL

Any attempt by you to rent, lease, sell, or sublicense the Comet Software or to transfer any of the rights, duties or obligations under this Agreement is expressly denied.

This Agreement will be construed under the laws of the state of California, without regard to choice of law principles or rules. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement shall remain in full force and effect.

Your signature below indicates that you have read and accept the terms and conditions of this Agreement as of the date below.

Suzanne Fahnestock  
Signature of Company's Authorized Representative

Suzanne Fahnestock  
Printed Name

President 815 827 3309  
Title Phone Number

302 Willow St / P.O. Box 220  
Company Address

Maple Park IL 60151

June 6 2023  
Date

# Add 1 Users from 2 to 3

<b>Add a user</b>	<b>Each</b>	<b>\$695.00</b>
	<b>Total</b>	<b>\$695.00</b>

## Membership Increase

	Current 2 users	Proposed 3 users
	2 users per month	3 users per month
Windows Network/Server	\$40.00	\$40.00
LOCiS Base Membership	\$80.00	\$80.00
Comet Seat License	\$30.00	\$45.00
General Ledger Module	\$16.00	\$16.00
Accounts Payable Module	\$16.00	\$16.00
Payroll Module	\$16.00	\$16.00
Utility Billing Module	\$32.00	\$32.00
Third Party Automated Reading Interface	\$16.00	\$16.00
<b>Total per month</b>	\$246.00	\$261.00
<b>Total per Year</b>	\$2,952.00	\$3,132.00

**When approved please sign and return to our office:**

<b>Name</b>	<i>Suzanne Farnestock</i>
<b>Title</b>	<i>President</i>
<b>Date</b>	<i>June 8-2023</i>

