
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: KARIN JOHNS, FINANCE DIRECTOR
SUBJECT: DISCUSSION TIMEKEEPING SYSTEM WITH ANDREWS TECHNOLOGY
AGENDA: APRIL 7, 2026
DATE: APRIL 1, 2026

ISSUE

Shall the Village consider a timekeeping system with Andrew's Technology.

DISCUSSION

The Village has had BS&A Software since the end of 2016/beginning of 2017 as our financial and government software. To increase cybersecurity with the cloud-based version and efficiencies within the uses in the software, BS&A has a Cloud based version of the software that the Village Board approved to move forward with in February 2023.

The Village has used the Timesheet functionality of BS&A since implementation. This is a very basic functionality tracking the hours worked by each employee each day without punch in and out details. This system is not designed to handle complex payroll rules or scheduling. Currently, all staff scheduling is monitored by basic methods such as shared calendars or spreadsheets.

Andrews Technology is the only time and attendance company with a certified BS&A interface. Andrews Technology's UKG software supports the use physical time clocks, advanced scheduling, or mobile GPS tracking and punching.

Payroll reporting requirements continue become more complex each year and the Village desires to use technology to better track payroll instead of our current manual methods. This system would help the Finance Department better track the new 'No Tax on Overtime' provisions, FMLA leave time and actual hours worked in case of any exempt employee classification objections.

Finance staff was able to negotiate a 10% discount off the employee and supervisor annual license fee annually and the first year of the annual maintenance fee waived if the agreement is

approved before April 30, 2026. This represents a savings of \$2,470 over the 5-year term of the agreement.

If the board elects to move forward with this agreement, staff would present the agreement at the April 21st Board Meeting. In the first quarter of FY27, departments heads would get to demo the optional advanced scheduling module and finance department would start the implementation process.

COST

There is no cost for discussion of this item.

RECOMMENDATION

That the Village Board discuss a Timekeeping System with Andrews Technology and provide staff direction on any next steps.



VENDOR HOSTED ORDER FORM

Invoice To:	Village of Sugar Grove, IL	Hosted By:	Vendor	
Ship To:	TBD	Terms:	5 Year Term, Billed Annually	
Account Executive:	Mark Stuckey		100% Due Upon Execution	
Quantity		Item		Monthly
	UKG Web- Based Time & Attendance System			
75	UKG Web-Based Time and Attendance Software		\$3.50	\$262.50
75	Employee Web Services (PC Entry and Smart Phone Application)		Included	Included
10	Supervisor Module (Approve, Reporting, Review, Modification)		\$5.00	\$50.00
1	BS&A Payroll Interface (100% Guaranteed Integration)		Included	Included
1	Electronic In/Out Board		Included	Included
1	Labor Tracking Module (Activity Based Reporting)		Included	Included
1	Accrual Module (Includes Sick, Vacation, Personal, etc.)		Included	Included
1	Andrews Technology Promotional Discount		10%	-\$31.25
1	Standard Supply and Demand Scheduling Module		Included	Included
75	Single Sign On Module		\$0.50	Optional
75	Point System Module		\$0.50	Optional
75	Leave Donation Module		\$0.25	Optional
75	Expense Tracking Module		\$1.50	Optional
75	Leave of Absence Module (FMLA Tracking)		\$1.50	Optional
1	Document Storage (Up to 5 Gig/month of Upload/Download and Storage)		\$60	Optional
50	Advanced Scheduling Module (Packs of 50)		\$3.50	Optional
1	Automatic Report Scheduler (Up to 5 Gig/month)		\$100	Optional
	Monthly Total			\$281.25
	12 Month Software Total			\$3,375.00
2	Synergy 10 (HID/Pin) Terminal		\$2,290	\$4,580.00
EA	Intouch DX (HID/Pin/or Biometric) Terminal		\$3,090	Optional
EA	InTouch DX Facial Recognition Terminal		\$3,590	Optional
EA	Wifi Module		\$395	Optional
EA	Backup Battery		\$295	Optional
	Advanced Scheduling Set Up Fee (Entry License of 50)		\$2,000.00	Optional
	Advanced Scheduling Set Up Fee after Entry per pack of 50		\$1,000.00	Optional
	Annual Hardware Maintenance		\$590/Year	\$590.00
	Annual Software Maintenance		\$595/Year	1st Year Included
	Total One Time Implementation Fees		See Below	\$3,600.00
	Sales Tax			TBD
	First Year System Total			\$12,145.00
	One Time Implementation Fees		Included	
	Initial Planning Session		Included	
	Rules Questionnaire Assistance		Included	
	Install Web-Base UKG Software		Included	
	Install Payroll Rules and Employee Files		Included	
	Unlimited Supervisor, Management and Administrative Training		Included	
	Program Hardware		Included	
	Install Hardware		Customer	
	System Test & Go Live		Included	
	Total One Time Implementation Fees		\$3,600.00	

All components of this Agreement/Order Form may be assigned by Andrews Technology.

Promotional Discount is Valid until 4/30/2026

Software Maintenance Included for 1st Year

Customer Authorization _____ Title _____ Date _____

Andrews Technology HMS, Inc. _____ Title _____ Date _____

ANDREWS TECHNOLOGY
UKG TIME & ATTENDANCE PROJECT
Statement of Work

Prepared for Village of Sugar Grove, IL
April 1st, 2026

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Andrews Technology Overall Statement of Responsibility

Andrews Technology has **complete responsibility** for the following:

- Delivery of System as described on the Andrews Technology UKG Order Form
- Installation of UKG Web Based Software on UKG Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of BS&A Payroll Interface
- Unlimited Training of all Administrators and Supervisors
- System Testing (Adjustments as Required)
- Support During Go Live Period(s)
- Unparalleled Customer Satisfaction During all of the Above
- Ongoing System Maintenance (see “Maintenance Agreement – Exhibit A”)
 - Includes all software licenses as shown on the Andrews Technology Purchase Order Form –(See Exhibit B).

Andrews Technology

Master Customer Agreement

This Master Customer Agreement (called the “Agreement”) and its applicable Transaction Documents along with the above Description of Responsibilities and Exhibits are the complete Agreement regarding the products and services provided by Andrews Technology to Village of Sugar Grove, IL.

Definitions

- **Transaction Document:** Any document including, but not limited to the: “Master Customer Agreement”; “Statement of Work”; “Project Plan”; “Payment Schedule” and “Maintenance Agreement” that requires execution to be effective.
- **Change Order:** A document completed by both of us that authorizes a change to a Transaction Document or Statement of Work.
- **Discovery:** A process performed to define a Statement of Work.
- **Deliverable:** Any item, specified in a Transaction Document or Statement of Work, which we provide (Software, Hardware, Documentation, Training, Reports or Materials, Etc.).
- **Materials:** Work products such as programs, program listings, programming tools, documentation, reports, and drawings. The term “Materials” does not include Program Products, but does include modifications of a Program Product.
- **Product:** A machine, its features, elements, cables, or accessories, or any combination thereof or a program product. The term “Product” includes the documentation required to install, support, use, and maintain the product.
- **Program Product:** A commercially available software product and the documentation required to install, support, use, and maintain it. Village of Sugar Grove, IL is the licensee (Andrews Technology is not the licensee.).
- **Services:** Technical work that we perform to complete a Statement of Work or the delivery of customer offerings. Deliverables may result from such work.
- **Statement of Work:** A detailed list of tasks to be performed during the implementation of a project.

Changes to the Master Agreement, Project Plan or Statement of Work

Any modification of the above including, but not limited to, additional project phases, changes in system design or timeline, after execution below, will be considered a change in the agreement. Any such change may only be modified by a Change Order, which both of us must sign prior to performed services. Any such changes may affect the estimated schedule, payments, and other Terms.

Our Relationship

Mutual Responsibilities: Each of us agrees that under this Agreement:

- All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be done under a signed Non-Disclosure Agreement;
- Each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
- Neither of us will bring a legal action against the other more than two years after the cause of action arose.

Your other responsibilities: You agree to do the following:

- To not assign or otherwise transfer, this Agreement, without our prior written consent;
- To provide us with sufficient, free and safe access to your facilities for us to fulfill our obligations; and
- To not disclose the terms of this Agreement without our prior written consent.

License Terms

Customer agrees to comply, in all material respects, with the following terms and conditions:

1. To operate and process the Software and use the Service for its own internal business purposes only, without the right to further sublicense;
2. Not to decompile, disassemble or reverse engineer the Software;
3. That the license to use the Software and the Service is limited based upon authorized Usage;
4. Not permit use of the Software or the Service (including timesharing or networking use) by any third party;
5. Not remove the Equipment from the place of original installation without the Company's prior written consent nor sell or encumber the Equipment;
6. To grant permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services offered to customers;
7. That the sublicense agreement inures to the benefit of the licensors of software and other applications, and that such licensors may directly enforce the terms of the sublicense agreement in order to protect their interests in the Software and the Service.
8. To take all reasonable steps to ensure that no unauthorized persons have access to the Service, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement;
9. To ensure that the Customer has the right to publish and disclose the data and other content Customer includes in the Service, and that the Content will not (i) infringe or violate any third-party right, including (but not limited to) intellectual property, privacy, or publicity rights; (ii) be abusive, profane, or offensive to a reasonable person; or (iii) be hateful or threatening;
10. That Customer shall not (i) use, or allow the use of, the Service or the Content in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or

administrative organizations; (ii) introduce into the Service any virus or other code or routine intended to disrupt or damage the Service, or alter, damage, delete, retrieve, or record information about the Service or its users; (iii) excessively overload the systems used to provide the Service; (iv) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan (including without limitation the use any tool designed to automatically emulate the actions of a human user in connection with such testing); or (v) otherwise act in a fraudulent, malicious or negligent manner when using the Service;

11. To comply with the minimum security requirements for using the Service as reasonably determined by Company;
12. That when using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law; that if Customer is using any payroll service hereunder: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Service, (ii) using such Service does not release Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon the Service provider or its third party licensor(s) for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Service to satisfy itself that those calculations are correct.
13. That Customer will acknowledge and agree that no person nor entity not a party to this Agreement will be a third party beneficiary of any provision of this Agreement and, by way of further clarification, none of its employees or other personnel is an intended beneficiary with respect to the payroll or other services provided in connection with the Service or Software; and
14. That Customer will acknowledge and agree that use of the Service includes the ability to enter into agreements and/or to make transactions electronically. As such, the following provision will be included in Partner's agreement with the Customer: "Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. CUSTOMER ACKNOWLEDGES THAT WHEN IT INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY, THAT ACCEPTANCE WILL CONSTITUTE ITS LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION."

Personnel

Each of us will authorize a person to represent us in all matters concerning this Agreement. These representatives will be available throughout the term of this Agreement. Each of us will 1) address all notices to the other's representative and 2) promptly notify the other in writing if this person is replaced.

You agree to not hire or attempt to hire any Andrews Technology employee on either a temporary or permanent basis, either directly or through a third party, without the express written consent of Andrews Technology.

Ownership and Proprietary Rights

Notwithstanding anything to the contrary stated herein, no transfer is made to Customer of any ownership to or proprietary rights in the Licensed Products, software programs, software interfaces and Documentation, and all copies of the Licensed Products, software programs, software interfaces and Documentation, including modifications by Andrews Technology contained in customized versions and related software. Customer shall **NOT** have any right to copy any Licensed Products, software programs, software interfaces and Documentation for use, sale, sublicensing, distribution or any other purpose.

Compliance with Laws

You agree to comply, and assist us in complying, with all applicable 1) Federal, State, and local laws and regulations and 2) building codes, ordinances, and standards.

Prices, Payment, and Taxes

You will pay to Andrews Technology the price reflected in the Village of Sugar Grove, IL Response Form. Payment is due on the dates agreed. Annual Maintenance after year one will be billed directly from Andrews Technology to Village of Sugar Grove, IL.

Charges for services outside of the scope of the Customer Master Agreement; Project Plan and Statement of Work are billed at a rate of **\$225/hour** including travel. Our payment terms are **Net 30**.

You agree to pay all transportation charges as required by the project and mutually agreed upon for the shipment of Equipment and Program Products (if applicable) to the location you specify.

Occasionally a manufacturer will charge us “rework” charges if a configuration is changed after a certain point in the manufacturing cycle. We will make every effort to avoid rework charges on your behalf. If rework charges are incurred due to configuration changes requested by you, these charges will be passed on to you. You will be notified in advance of such charges.

Confidentiality

Andrews Technology will maintain the confidentiality of any information received throughout this project. This includes any confidential employee information. Upon termination Andrews Technology will return any confidential information at the request of the Customer. Customer has the responsibility of extracting any data from the system prior to the termination date. After the termination date access to the database will no longer be granted.

Termination

We may terminate this agreement or associated document for non-payment upon providing thirty days written notice. Otherwise, a Statement of Work terminates when our obligations under it are met.

You may terminate this Agreement effective upon the completion of the Statement of Work.

Customer may terminate the agreement if it does not appropriate funding to continue the use of UKG, or related services. To so terminate, Customer must give Andrews Technology written notice of the non-appropriation at least 30 days before the next annual billing following the non-appropriation. Customer may also terminate for cause. Andrews Technology will be provided a 30 day cure period to resolve any identified issues to prevent the termination.

Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

Electronic Communications

Each of us may communicate with the other by electronic means. Each of us agrees that email and respective attachments when accepted by return email are binding.

Governing Law

The laws of Illinois govern this Agreement. Any legal action brought under this agreement shall be brought only in Illinois.

Agreed to: Village of Sugar Grove, IL

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Mark Stuckey
Name (type or print):

Title:

Senior Account Executive
Title:

Date: _____
Village of Sugar Grove, IL

Date: _____
Andrews Technology

Statement of Work

Andrews Technology Deliverables

As per the electronically attached “Order Form – Exhibit B”, Andrews Technology has the following responsibilities throughout the three phased Project Plan as described above:

Software Phase

- Delivery of Software as described on Andrews Technology Purchase Order Form
- Installation of UKG Web Based Software on UKG Servers
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of BS&A payroll Interface
- Unlimited Training of all Administrators and Supervisors Associated with Phase I
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Hardware Phase

- Delivery of Wall Mounted Hardware
- Installation of Hardware
- Unlimited Training of all Administrators and Supervisors Associated with Phase II
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Go Live Phase

- Unlimited Training of all Administrators and Supervisors Associated with Phase III
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Ongoing System Maintenance (see “Maintenance Agreement – Exhibit A”)

- Includes all hardware and software listed on Andrews Technology Purchase Order Form(s)

Andrews Technology Installation Responsibilities

To ensure an optimally performing UKG System, Andrews Technology will perform the following:

- Provide a person who will function as the Project Manager, responsible for securing and scheduling resources for Village of Sugar Grove, IL.
- Verify that all hardware and technology readiness checks have been completed.
- If necessary, recommend a Network Readiness and Performance Assessment to ascertain what improvements are required to provide sufficient response time.
- Understand any other applications that will reside on the database server, and discuss any performance implications.
- Advise the customer of any conditions, which, in the opinion of Andrews Technology, will reduce the performance of the UKG System.
- Provide server configuration assistance as requested.

Customer Installation Responsibilities

- Schedule personnel for appropriate Andrews Technology training classes to be held at a central customer site or via the web.
- Unless otherwise specified on the order form, Customer is responsible for any ethernet cabling/jacks, phone lines, power and surge suppression at the terminal locations, unless otherwise noted.
- Provide a Customer Project Manager whose responsibilities include but are not limited to:
 - Participate in periodic meetings and status conference calls.
 - Review and approve all Project Plan Phases.
- Andrews Technology will need a completed pay rules questionnaire addressing specific pay policies, basic work rules and overtime limits. Andrews Technology must receive the completed document within three (3) weeks of scheduled installation date. The pay rules survey establishes the baseline rules used to initialize the UKG system. During the Implementation Phase you will have an opportunity to test your baseline rules.
- Provide Andrews Technology with payroll contact information for interfacing to the payroll system, if applicable.
- Work with your Andrews Technology project leader to verify communications to all terminals.
- Provide Andrews Technology access to the appropriate resources during all phases.
- Provide appropriate resources to test the UKG System to the System Specification.
- Sign-off that the Software Phase Responsibilities have been completed.
- Sign-off that the Hardware Phase Responsibilities have been completed. (If Applicable)
- Sign-off that the Go Live Phase Responsibilities have been completed.

Professional Services Overview

Payroll Rules Questionnaire:

The purpose of this document is to assist your payroll staff in defining the rules and regulations that govern your labor cost management requirements. This survey is also used as a guideline for Andrews Technology to custom configure your UKG system. Your staff members responsible for payroll and work regulations should complete this. Your Andrews Technology Representative will guide you through this survey and Andrews Technology technical staff members will answer any questions that you may have.

Employee File Creation:

Village of Sugar Grove, IL is responsible for the creation of an employee import file. The content of which will be discussed with your assigned Andrews Technology project leader.

Software Configuration and Programming:

Once your Payroll Rules Questionnaire and Employee File are created, your UKG software will be configured to meet your specifications. During Phase I, test data will be entered and test reports will be generated and validated. This will be a thorough process. Modifications will be made as required.

Ethernet Cable/Phone Line Installation:

Village of Sugar Grove, IL is responsible for the installation of all Ethernet cable and jacks and phone lines/jacks. Andrews Technology can assist you by providing information regarding the correct type of communications cable and proven installation techniques to ensure error free transfer of punch data from the terminal to your UKG software. If POE is an identified requirement, Ethernet Jacks would not be necessary and Andrews Technology would design and implementation work accordingly.

Software Installation:

Communications will be tested between the server and terminal(s) after the customer installs the hardware.

Software Training:

The next aspect of the Implementation Phase of the project is the training of the key users and supervisors. Arrangements should be made to allow for uninterrupted training. This ensures that the quality of the training received is the highest possible. All training will be hosted remotely via Zoom. Central Site training is available at an additional cost. Village of Sugar Grove, IL is responsible for notifying all attendees of their assigned class schedule. All software training for key users and supervisors is **unlimited** in availability. (See below for more information).

Hardware Trainer:

Andrews Technology upon completion of software installation will train the customer's Installer as to how to install and program selected terminals.

Implementation Testing and Adjustments:

Once the hardware and software is installed, programming and configuration of the system will be tested and adjustments may be made. Any changes that need to be made which vary from the pay rules survey will be identified as a change order item and may be billed on a time and materials basis. It is highly recommended that Village of Sugar Grove, IL run a parallel test for one (1) to two (2) pay periods. This gives the UKG key users and supervisors time to familiarize themselves with the operation of the new software, as well as, develop new ways for management information review.

Interface Installation and Training:

The BS&A interface should be reviewed by the project leaders from both teams to determine if any modifications are required. The BS&A interface will be tested and is 100% guaranteed to work in accordance with the customer's application specifications.

Software Training Overview

Key User Training -Suggested Attendees: Payroll Manager, HR Manager, Supervisors

Course Description – Initial Training For Key Users

This session will last for approximately six hours at your facility after the installation of the software. The class is intended to provide participants with an understanding of how to maintain employee records and schedules, setup supervisor's privileges and accounts, edit timesheets and process reports. This course also provides key users with an understanding of pay period operations that are necessary for keeping track of and managing employee time and labor data, as well as accessing and interpreting pay period based reports.

Course Description – Follow-up Training for Key Users

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be for the previously trained employees and will last from two to four (2 to 4) hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no additional charge.

Supervisor Training -Suggested Attendees: Supervisors and Supervisor Assistants

Course Description- Initial Supervisor Training

This course provides participants with an understanding of the daily operations that are necessary for keeping track of and managing employee time and labor data. This includes providing information needed to build and maintain individual and group schedules. Procedures will be covered for the standard client and the Supervisor and Employee Web Services. This training is available at the customer's central site or via the web. Class size should not exceed 12 students per class (maximum 2 hours per class). Supervisors are expected to train their employees on the use of Employee Web Services (if appropriate). Andrews Technology will train supervisors as to how to train their employees how to use biometric terminals. Andrews Technology has full responsibility for training employees on the use of all data collection technology (EWS/Swipe/Biometric).

Course Description – Follow-up Training for Supervisors

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be a refresher for previously trained employees, and an introduction for supervisors not yet trained. The class will last from two to four hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no charge. Our quote includes 24/7/365 support and unlimited Zoom training/support.

Statement Of Work Phase Completion Sign-Off

When a Phase is complete, a meeting of both implementation teams is held. At this meeting, the system is signed off as being complete for all areas of responsibility as addressed in the Statement of Work.

Software Phase Sign-Off

Agreed to: Village of Sugar Grove, IL

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Mark Stuckey
Name (type or print):

Title:

Senior Account Executive
Title:

Date: _____
Village of Sugar Grove, IL

Date: _____
Andrews Technology

Hardware Phase Sign-Off

Agreed to: Village of Sugar Grove, IL

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Mark Stuckey
Name (type or print):

Title:

Senior Account Executive
Title:

Date: _____
Village of Sugar Grove, IL

Date: _____
Andrews Technology

Go Live Phase Sign-Off

Agreed to: Village of Sugar Grove, IL

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Mark Stuckey
Name (type or print):

Title:

Senior Account Executive
Title:

Date: _____
Village of Sugar Grove, IL

Date: _____
Andrews Technology

Exhibit A - Maintenance Agreement

Execution below entitles Village of Sugar Grove, IL (the “Customer”) to full maintenance coverage provided by Andrews Technology (“Vendor”) for the attached time and attendance system for five years from the date of execution below. This agreement is renewed automatically every five years unless advised by the Customer in writing no less than thirty days prior to the five year anniversary of the date of execution of this agreement.

Maintenance includes the following Features:

- All technicians are dispatched locally
- Service is available 24 hours-a-day; seven days-a-week.
- Customer’s assigned technical team can be reached directly by cell phone 24/7.
- Toll-Free support is available as a back-up to direct contact with assigned technical team.
- On-site support is available for an additional fee.
- Machine device replacement only covers same model devices.
- Machine replacement is next day provided call received prior to 2:00pm.
- Parts replacement is next day provided call is received prior to 2:00pm as mentioned above.
- Customer is responsible for annually completing brief “Customer Satisfaction Survey” to determine assigned technician’s performance regarding above standards.
- Hardware depot maintenance. Vendor will overnight the customer a replacement device. The Customer is responsible for sending the failing device back to the Vendor.
- Labor
- Hardware updates
- Software updates
- Toll-free online support
- On-line support

If the customer elects not to execute this document, and therefore be covered on a time and materials basis, the customer is responsible for all machine and parts replacements. The Vendor’s hourly rate for service, including travel, is **\$225 per hour** (two hour minimum). Hardware and software upgrades are chargeable to the Customer when not covered under maintenance contract.

Maintenance Terms

WARRANTEE: Vendor warrants the listed products to be free from defects in material and workmanship, and perform in material respects in accordance with the system specifications (or equivalent) document under normal use for the Warranty Period of **90 days**. The term of this agreement will begin after the expiration of the warranty, run for a term of five years from such date, and continue for subsequent five-year terms thereafter until terminated. After the first 5 year term, maintenance will be billed at the applicable rate at that time.

MAINTENANCE COVERAGE: Five years of software and equipment support for the products listed above will be provided by Vendor to maintain proper functioning of the entire system and the

replacement of malfunctioning devices. This signed agreement provides unlimited remote telephone and/or internet support, covering any questions with the configuration or operation of the system. Software updates or patches of the installed version will be provided on a need, or request, basis at no additional charge.

SUPPORT TERMS: Support is available **twenty-four hours a day; seven days a week except holidays**. Without a maintenance agreement, service will be billed at the prevailing hourly rate. In this instance, there will be a two hour minimum per phone call for support.

PRICE INCREASES: The annual maintenance charges will not exceed the consumer price index in place at the time of the announced increase. Historically 3% annually.

LIMITS OF LIABILITY: Failure due to customer alteration of equipment with which the above products are connected, moving or altering of the software or equipment, and/or any problems caused by such actions are not covered under this agreement and are subject to billing at the prevailing hourly rate. This agreement does not cover accidents, misuse, theft, power failure/surge, lightning or storm, or other casualties. The unserviceability of the products will be solely determined by the Vendor. This agreement is not valid until properly signed by the Customer's authorized agent and the Vendor, and may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. This agreement may be canceled by either party upon 30 days written notice. Terms are net, paid yearly in advance and renewed each year at the prevailing rates. Additional equipment, or software, may be added by the customer providing written notification. In no situation, will the Vendor, or its employees, be held responsible for any loss incurred pertaining to the use, misuse, or failure of the above-mentioned products and or services.

Agreed to: Village of Sugar Grove, IL

Agreed to: Andrews Technology

By: _____
Authorized signature

By: _____
Authorized signature

Name (type or print):

Mark Stuckey

Name (type or print):

Title:

Senior Account Executive

Title:

Date: _____
Village of Sugar Grove, IL

Date: _____
Andrews Technology