

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A MAINTENANCE
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND SUNGARD PUBLIC SECTOR, INC.**

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

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (“Customer”) and SunGard Public Sector, Inc. (“SunGard Public Sector”), for maintenance, service and support for the Village’s CAD computer system software applications utilized by the police and fire departments, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

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

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

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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

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

Mayor

Passed:

Attest: _____
Village Clerk

**SUNGARD PUBLIC SECTOR INC. SUPPORT SERVICES AGREEMENT
CONTRACT NO. DWNR-080538**

This SunGard Public Sector Inc. Support Services Agreement (“Agreement”) is entered into by and between **SunGard Public Sector Inc. (SunGard Public Sector)**, a Florida Corporation, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

and
**Village of Downers Grove, IL
(Customer),**
with its principal place of business at
**825 Burlington Avenue
Downers Grove, IL 60515**

1.

Schedule of Licensed Programs Covered Under this Agreement	Support Services Fee for Initial Term May 1, 2008 - April 30, 2009
3rd Party Mapping - Dispatch Base (5 units)	\$ 5,928.05
LGcrimes (9 Workstations)	3,147.03
LGmobile (69 units)	6,529.47
GTG LookingGlass Mobile	236.04
QRep Catalogs for CAD/Crimes (2)	620.00
QRep Administrator (1 user)	300.00
QRep End User (7 users)	2,100.00
HGE Client Licenses Public Safety (57 users)	9,690.00
Message Switch (101-200 user)	14,695.00
Mobile Data Browser Police Client (68 users)	12,920.00
Mobile Data Browser Fire Client (15 users)	2,850.00
Field Reporting Server Software	5,185.00
Field Incident Reporting (70 users)	13,290.00
E911 CAD400	1,120.00
CAD400 Redundancy	4,070.00
Pager Connect CAD400	750.00
Mugshot Imageware	1,730.00
Zetron 26 Interface	1,120.00
CAD400 License Fees	12,210.00
CRIMES Management System	10,115.00
State/NCIC Interface CAD400	2,960.00
Mobile Data Browser Client (13 users)	2,460.00
CAD400 to Firehouse Interface	3,340.00
Mobile Data Browser (CAD IV or CAD V)	760.00
Total	\$ 118,125.59

2. **TERM.** The Term of this Agreement shall be from as stated above (“Initial Term”). This Agreement can be renewed for successive one (1) year terms through written agreement only and by payment of the then-current annual Support Services Fee. SunGard Public Sector will invoice Customer when the Support Services Fees are due.

3. **SUPPORT SERVICES.** For so long as Customer has purchased Support Services and is current in its payments to SunGard Public Sector, Customer shall be entitled to receive, and SunGard Public Sector agrees to provide, the following services which are hereinafter referred to as “Support Services” for the Licensed Programs listed in Paragraph 1 hereof:

3.1 **Program Fix Service.** Customer shall promptly report to SunGard Public Sector any errors or defects in the Licensed Program’s which prevents the Licensed Programs from operating substantially in accordance with their documentation and SunGard Public Sector Inc. Support Services Agreement 1 of 4 DWNR-080538-SunGard HTE-Support Agreement.doc

May 1, 2008

shall further provide such information as may be required by SunGard Public Sector to replicate such errors or defects. Customer agrees to provide dial-in access to Customer's computer in order for SunGard Public Sector to investigate reported errors or defects. SunGard Public Sector will address any such replicable errors or defects with an effort commensurate with their severity and will deliver to Customer a remedial release or workaround as it becomes available. In the event the problem Customer reported as an error or defect was in fact not in the Licensed Programs, then Customer shall pay SunGard Public Sector, at SunGard Public Sector's then current list price therefore, for time spent as a result of Customer's report.

3.2 **Software Upgrades and Updates.** Customer shall receive, at no additional cost, upgrades and updates to the Licensed Programs which are generally made available at no cost by SunGard Public Sector to customers who have purchased Support Services. Customer shall receive one original of any upgrade or update to the Licensed Programs delivered hereunder in electronic form or on media, according to the general form of distribution implemented by SunGard Public Sector. Customer agrees that any upgrades or updates provided by SunGard Public Sector shall be held by Customer upon all of the terms and shall be subject to all of the conditions contained in the license agreement granting Customer the right to use the Licensed Programs.

3.3 **Telephone Support.** SunGard Public Sector shall make available a toll free telephone support line, twenty-four (24) hours a day, seven (7) days per week, for use by Customer's representatives who shall have received training on the Licensed Programs and who shall be relatively proficient in the operation of the Licensed Programs.

3.4 **Exclusions.** Support Services do not include on-site services nor Licensed Programs that are not at the latest release level or the level immediately prior to the latest release, or for which Customer has not installed all distributed corrective code, or Licensed Programs that have been modified or customized, or that have been damaged by negligence, misuse, use with inappropriate software or equipment or by other external causes.

4. SUPPORT SERVICES FEES.

4.1 Support Services Fees for the Initial Term hereof are as provided in Paragraph 1, and are due and payable upon execution of this Agreement.

4.2 Support Services Fees for Renewal Terms are due and payable prior to the first day of the Renewal Term, and are subject to change upon each renewal date.

4.3 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes due, if any, will be added to Customer's invoice.

4.4 Support Services Fees are not refundable in whole or in part, except in the event of Customer's termination for cause as provided in Paragraph 7.3 hereof.

5. **WARRANTIES AND REMEDIES.** SunGard Public Sector warrants that the Support Services provided under this Agreement shall be performed professionally, in a workmanlike manner and by employees with appropriate skills and expertise. Except as provided in this paragraph, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT SunGard Public Sector BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 7 BELOW.

6. **LIMITATION OF LIABILITY.** SunGard Public Sector's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall SunGard Public Sector be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.

7. **TERMINATION.** This Agreement may be terminated as follows:

7.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.

7.2 By SunGard Public Sector, if Customer fails to pay Support Services Fees on or before the due date, then this Agreement shall terminate if non-payment continues for more than ten (10) days after receipt of notice in writing from SunGard Public Sector to Customer of such non-payment setting forth the sum then due and how such sum was determined.

7.3 Except as provided in Paragraph 7.2 hereof, by the non-breaching party, in the event this Agreement is breached by a party and that party fails to cure the breach within thirty (30) days after having been given written notice thereof.

7.4 If Customer terminates this Agreement and subsequently desires to reinstate Support Services, SunGard Public Sector's then-current policy with regard to reinstatement shall apply.

8. **GENERAL TERMS. Choice of Law/Dispute Resolution.** This Agreement shall be governed by laws of the State of Illinois. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for DuPage County, Illinois for resolution of all disputes in connection with this Agreement.

Binding Agreement. The individual signing this Agreement for Customer warrants that he/she has been duly authorized to bind Customer to all rights, duties, remedies, obligations and responsibilities hereunder and that the Agreement is a valid and binding obligation of Customer.

Assignment. This Agreement and the rights, title, and interest herein, may not be assigned or transferred by Customer without the prior written consent of SunGard Public Sector, which consent may be withheld. SunGard Public Sector may assign its rights, title and interest herein by providing prior written notice to Customer.

Successors Bound. The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and permitted assigns of Customer and SunGard Public Sector.

Force Majeure. Neither party shall be held responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control.

Severability. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of the Agreement or to such other address as either party shall from time to time indicate in writing. Any notice given pursuant to this paragraph shall be deemed given when received or five (5) calendar days from the date of the mailing, whichever occurs first.

Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms hereof.

Non-Hiring Statement. During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of SunGard Public Sector or persons who have been employed by SunGard Public Sector within the immediate past twenty-four (24) months without prior written consent of SunGard Public Sector.

Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to Support Services, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein. This Agreement supersedes all previous communications, representations or agreements, either written or oral, between the parties. This Agreement may not be modified or supplemented in any way except by written agreement signed by persons authorized to sign agreements on behalf of Customer and of SunGard Public Sector. Preprinted conditions which vary from the terms and conditions herein, and which are contained in any purchase order or other document submitted hereafter by Customer, are of no force or effect.

The parties, each acting with due authority, have executed this Agreement by setting forth their respective signatures:

VILLAGE OF DOWNERS GROVE, IL

SUNGARD PUBLIC SECTOR INC.

Authorized Signature



Authorized Signature
Grant Harbin

Print Name & Title

VP, SunGard Public Sector Inc

Print Name & Title

Date

May 1, 2008

Date

SUNGARD® PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungard.com/publicsector

Invoice

Company	Document No	Date	Page
100	880491	28/Mar/2008	1 of 3

Bill To: Village of Downers Grove - Redundancy
 825 Burlington Avenue
 DOWNERS GROVE, IL 60515
 United States
 Attn: Tracy Adams 630-434-5500

Ship To: Village of Downers Grove - Redundancy
 825 Burlington Avenue
 DOWNERS GROVE, IL 60515
 United States
 Attn: Tracy Adams 630-434-5500

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 1382	Village of Downers Grove - Redundancy		USD	NET30	27/Apr/2008

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No: 071598				
23	Message Switch Upgrade to 101-200 Users Maintenance Start: 01/May/2008, End: 30/Apr/2009	1.00	14,695.00	14,695.00
24	Mobile Data Browser Client Maintenance Start: 01/May/2008, End: 30/Apr/2009	2.00	185.00	370.00
25	FIELD INCIDENT REPORTING Maintenance Start: 01/May/2008, End: 30/Apr/2009	2.00	185.00	370.00
Contract No: 20020426				
1	QRep Catalogs for CAD/Crimes Maintenance: Start: 01/May/2008, End: 30/Apr/2009	2.00	310.00	620.00
2	QRep Administrator - H.T.E. Maintenance: Start: 01/May/2008, End: 30/Apr/2009	1.00	300.00	300.00
3	QRep End User H.T.E Maintenance: Start: 01/May/2008, End: 30/Apr/2009	2.00	300.00	600.00
Contract No: 20020564				
4	HGE Client Licenses Public Safety Maintenance: Start: 01/May/2008, End: 30/Apr/2009	55.00	170.00	9,350.00
5	HGE Client Licenses Public Safety Maintenance: Start: 01/May/2008, End: 30/Apr/2009	2.00	170.00	340.00
6	Mobile Data Browser-Police Client Maintenance: Start: 01/May/2008, End: 30/Apr/2009	68.00	190.00	12,920.00
7	Mobile Data Browser-Fire Client Maintenance: Start: 01/May/2008, End: 30/Apr/2009	15.00	190.00	2,850.00
8	Field Reporting Server Software Maintenance: Start: 01/May/2008, End: 30/Apr/2009	1.00	5,185.00	5,185.00
9	FIELD INCIDENT REPORTING Maintenance: Start: 01/May/2008, End: 30/Apr/2009	68.00	190.00	12,920.00
10	E911-CAD400 Maintenance: Start: 01/May/2008, End: 30/Apr/2009	1.00	1,120.00	1,120.00
11	CAD400 - Redundancy	1.00	4,070.00	4,070.00
Page Total				65,710.00

SUNGARD® PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungard.com/publicsector

Invoice

Company	Document No	Date	Page
100	880491	28/Mar/2008	2 of 3

Bill To: Village of Downers Grove - Redundancy
 825 Burlington Avenue
 DOWNERS GROVE, IL 60515
 United States
 Attn: Tracy Adams 630-434-5500

Ship To: Village of Downers Grove - Redundancy
 825 Burlington Avenue
 DOWNERS GROVE, IL 60515
 United States
 Attn: Tracy Adams 630-434-5500

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 1382	Village of Downers Grove - Redundancy		USD	NET30	27/Apr/2008

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance: Start: 01/May/2008, End: 30/Apr/2009			
12	Pager Connect - CAD 400 Maintenance: Start: 01/May/2008, End: 30/Apr/2009	1.00	750.00	750.00
13	Mugshot Imageware Maintenance: Start: 01/May/2008, End: 30/Apr/2009	1.00	1,730.00	1,730.00
14	Zetron26 Interface - CAD400 Maintenance: Start: 01/May/2008, End: 30/Apr/2009	1.00	1,120.00	1,120.00
15	QRep End User H.T.E Maintenance: Start: 01/May/2008, End: 30/Apr/2009	2.00	300.00	600.00
Contract No: 20031010				
19	Mobile Data Browser Client -CAD 400 Maintenance: Start: 01/May/2008, End: 30/Apr/2009	11.00	190.00	2,090.00
20	QRep End User H.T.E Maintenance: Start: 01/May/2008, End: 30/Apr/2009	3.00	300.00	900.00
Contract No: 20041259				
21	CAD400 to FIREHOUSE INTERFACE Maintenance: Start: 01/May/2008, End: 30/Apr/2009	1.00	3,340.00	3,340.00
Contract No: 20050381				
22	MOBILE DATA BROWSER (CAD IV OR CAD V) Maintenance: Start: 01/May/2008, End: 30/Apr/2009	4.00	190.00	760.00
Contract No: 8705001				
16	CAD 400 License Fees Maintenance: Start: 01/May/2008, End: 30/Apr/2009	1.00	12,210.00	12,210.00
17	CRIMES Management System Maintenance: Start: 01/May/2008, End: 30/Apr/2009	1.00	10,115.00	10,115.00
18	State/NCIC Interface CAD400 Maintenance: Start: 01/May/2008, End: 30/Apr/2009	1.00	2,960.00	2,960.00

Page Total **36,575.00**

SUNGARD® PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungard.com/publicsector

Invoice

Company	Document No	Date	Page
100	880491	28/Mar/2008	3 of 3

Bill To: Village of Downers Grove - Redundancy
825 Burlington Avenue
DOWNERS GROVE, IL 60515
United States
Attn: Tracy Adams 630-434-5500

Ship To: Village of Downers Grove - Redundancy
825 Burlington Avenue
DOWNERS GROVE, IL 60515
United States
Attn: Tracy Adams 630-434-5500

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 1382	Village of Downers Grove - Redundancy		USD	NET30	27/Apr/2008

No	SKU Code/Description/Comments	Units	Rate	Extended
----	-------------------------------	-------	------	----------

Remit Payment To: SunGard Public Sector Inc.
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

PSA Reference Number:

Subtotal	102,285.00
Sales Tax	0.00
Invoice Total	102,285.00
Payment Received	0.00
Balance Due	102,285.00

SUNGARD® PUBLIC SECTOR

1000 Business Center Drive
 Lake Mary, FL 32746
 800-727-8088
 www.sungard.com/publicsector

Invoice

Company	Document No	Date	Page
100	880449	28/Mar/2008	1 of 1

Bill To: Village of Downers Grove - Redundancy
 825 Burlington Avenue
 DOWNERS GROVE, IL 60515
 United States
 Attn: Tracy Adams 630-434-5500

Ship To: Village of Downers Grove - Redundancy
 825 Burlington Avenue
 DOWNERS GROVE, IL 60515
 United States
 Attn: Tracy Adams 630-434-5500

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 1382	Village of Downers Grove - Redundancy		USD	NET30	27/Apr/2008

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No: 20020564				
1	3rd Party Mapping - Dispatch Base Maintenance: Start: 01/May/2008, End: 30/Apr/2009	5.00	1,185.61	5,928.05
Contract No: 20031010				
2	LG Crimes - 9 Workstations Maintenance: Start: 01/May/2008, End: 30/Apr/2009	9.00	349.67	3,147.03
3	LG Mobile - 69 Units Maintenance: Start: 01/May/2008, End: 30/Apr/2009	69.00	94.63	6,529.47
Contract No: 20050381				
4	GTG Looking Glass Mobile Maintenance: Start: 01/May/2008, End: 30/Apr/2009	2.00	118.02	236.04
Page Total				15,840.59

Remit Payment To: SunGard Public Sector Inc.
 Bank of America
 12709 Collection Center Drive
 Chicago, IL 60693

PSA Reference Number:

Subtotal	15,840.59
Sales Tax	0.00
Invoice Total	15,840.59
Payment Received	0.00
Balance Due	15,840.59