

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**OCTOBER 5, 2010 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Approval of Amendment to Sungard HTE Software License and Services Agreement	✓ Resolution Ordinance Motion Discussion Only	Robert Porter Chief of Police

**SYNOPSIS**

A resolution has been prepared amending the Sungard Public Sector Inc. Software License and Services Agreement to facilitate consolidation of dispatch services with the Village of Westmont. This amended agreement provides for the purchase, installation and support of the multi-jurisdictional computer software applications that will be utilized by the public safety departments of the Village of Westmont and Downers Grove on the Sungard Public Sector CAD system. Cost for this upgrade is \$13,160, which will be paid by the Village of Westmont.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals for 2008-2013 identified *Exceptional Municipal Organization*. A supporting objective of this goal is *Top Quality Core Services Responsive to Current and Future Community and Citizen Needs*.

**FISCAL IMPACT**

This cost for this upgrade was not allocated in the FY10 budget but will be paid by the Village of Westmont as part of the consolidation agreement.

**RECOMMENDATION**

Approval on the October 5<sup>th</sup>, 2010 consent agenda.

**BACKGROUND**

Both the Village of Downers Grove and Village of Westmont have been utilizing the Sungard Public Sector Computer Aided Dispatch (CAD) system for many years and have found the system to be very reliable. This system provides dispatchers with all of the data and information needed to dispatch Public Safety personnel to calls efficiently. In order to facilitate the consolidation of dispatch services, the individual licenses held by Downers Grove and Westmont must be upgraded to a “multi-jurisdictional” license. This upgrade will allow Downers Grove to store, manage and oversee all of Westmont’s dispatch data, while still providing Westmont staff with access to that information. This project cannot be completed without this new license and software. Sungard Public Sector Inc. holds the proprietary rights for all of their software and, therefore, should be considered a sole source vendor to provide maintenance for their products.

**ATTACHMENTS**

Sungard HTE Supplement Services Agreement

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING A SUPPLEMENT TO H.T.E., INC.  
SOFTWARE LICENSE AND SERVICES 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 Supplement Agreement (the "Agreement"), between the Village of Downers Grove ("Customer") and SunGard Public Sector, Inc. ("SunGard Public Sector"), for software licensing and service 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

**SUPPLEMENT TO H.T.E., INC. SOFTWARE LICENSE AND SERVICES AGREEMENT  
BY AND BETWEEN SUNGARD PUBLIC SECTOR INC. AND VILLAGE OF DOWNERS GROVE, IL  
SCHEDULE A-PRICING AND PAYMENT SCHEDULE  
CONTRACT NO. DWRN-100924**

This Supplement is to the H.T.E., Inc. Software License and Services Agreement dated September 18, 2002 (Agreement), between SunGard Public Sector Inc. (SunGard Public Sector) and Village of Downers Grove, IL (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

**Designated Machine**

Use of the Licensed Program(s) provided in this Supplement on platforms other than specified below, without written permission from SunGard Public Sector, may be subject to an upgrade charge.

Type: \_\_\_\_\_ Model: \_\_\_\_\_ Serial Number \_\_\_\_\_  
 Operating System: \_\_\_\_\_ Tape Drive: \_\_\_\_\_

SunGard Public Sector Licensed Programs	License Fees	Installation Fees	Annual Support
Multi-Agency NavineCAD400 (Westmonte)- MUC3	\$ 6,300.00	\$ 4,200.00	\$ 1,260.00
<b>SunGard Public Sector Licensed Programs Total</b>	<b>\$ 6,300.00</b>	<b>\$ 4,200.00</b>	<b>\$ 1,260.00</b>

Payment Schedule*	Total Contract	Due Upon Contract Execution	Due As Incurred/ Delivered	Due As Otherwise Noted
License Fees	\$ 6,300.00	\$ 6,300.00		
Installation Fees	4,200.00		\$ 4,200.00	
Project Management Fees	1,400.00	1,400.00		
Annual Support	1,260.00			\$ 1,260.00
<b>Grand Total</b>	<b>\$ 13,160.00</b>	<b>\$ 7,700.00</b>	<b>\$ 4,200.00</b>	<b>\$ 1,260.00</b>

**\*Payments:**

**THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:**

- License Fees: Upon execution of this Supplement.
- Installation Fees: On invoice; upon completion.
- Project Management Fees: Due upon execution of this Supplement.
- Support Fees: Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change.
- Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

### **<sup>1</sup> Multiple Agency Access**

Customer has requested, and SunGard Public Sector will grant access to the Licensed Programs listed above for Westmont Police Department, IL (Agency). Such access will be available upon separate full execution by all appropriate parties of the addendum to SunGard Public Sector's Agreement to Grant Permission to Allow Access to Software which this Supplement shall become a part of.

### **SunGard Public Sector Support Services**

The initial term of SunGard Public Sector support services shall commence one hundred twenty (120) days after the Delivery Date of the Licensed Program(s), and extend for a twelve (12) month term. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support Services do not include maintenance on modifications made to the Licensed Program(s) at Customer's request. "Delivery Date" shall mean the date SunGard Public Sector delivers, F.O.B. SunGard Public Sector's offices, the Licensed Program(s) to Customer. The date of such delivery shall be referred to as the "Delivery Date." For services, the "Delivery Date" refers to the date services are performed.

### **Testing and Acceptance**

There is no Testing and Acceptance period on the Licensed Program(s) herein.

### **Warranty**

The Warranty as defined in the Agreement shall be for a period of one (1) year from Delivery Date.

### **Project Management**

Project Management fees will be invoiced in the amounts and under the terms stated above. A mutually agreeable work plan will be created by the SunGard Public Sector Project Manager and the Customer. Additional Project Management, if requested by Customer, will be invoiced at the standard billing rate in effect at that time. Any fee quoted does not include travel and living expenses.

### **Scheduled Resource Changes**

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

### **Third Party Software and Hardware**

Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard Public Sector for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard Public Sector does not make any warranties nor provide any source code for any non- SunGard Public Sector products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

### **Publication**

SunGard Public Sector reserves the right to publish certain information regarding this Supplement. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Supplement and listing Customer's name on SunGard Public Sector's complete customer listing that is made available to other SunGard Public Sector customers and potential customers.

### **Preprinted Terms and Conditions**

Preprinted conditions and all other terms, not included in this Supplement or in the Agreement, on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement, and if applicable, this Supplement and the Hardware Purchase Agreement if applicable, shall control unless expressly accepted by SunGard Public Sector in writing to the Customer.

### **Non-Hiring Statement**

During the term of this Supplement and for a period of twenty-four (24) months after the termination of this Supplement, 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 consent of SunGard Public Sector.

The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by ~~September 24, 2010~~ *October 8, 2010.* *if*

VILLAGE OF DOWNERS GROVE, IL

SUNGARD PUBLIC SECTOR INC.

\_\_\_\_\_  
Authorized Signature

*Christian Coleman*  
\_\_\_\_\_  
Authorized Signature  
**Christian Coleman**  
VP and Controller, SunGard Public Sector Inc

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

*9/22/2010*  
\_\_\_\_\_  
Date

# AGENCY ACCESS AGREEMENT

among

**Village of Downers Grove  
801 Burlington  
Downers Grove, IL 60515**

and

**Westmonte Police Department  
500 N. Cass Avenue  
Westmonte, IL 60559**

and

**SunGard Public Sector Inc.  
1000 Business Center Drive  
Lake Mary, FL 32746**

Village of Downers Grove, IL ("**Licensee**") and SunGard Public Sector Inc., ("**SunGard Public Sector**") entered into that Contract and Agreement dated September 18, 2002 ("**Licensee Agreement**"). Westmonte Police Department, IL ("**Accessor**") desires to obtain access to and a limited right of use from Licensee for certain software licensed by Licensee under the Licensee Agreement (the "**Accessed Software**"). In order that Accessor obtain such limited right of access and use, SunGard Public Sector, Licensee and Accessor are entering into this Agreement (the "**Access Agreement**").

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Limited Right of Access. SunGard Public Sector grants Licensee permission to allow Accessor to have access to Licensee's instance of the Accessed Software, subject to the terms, conditions and restrictions provided for in this Access Agreement. The Accessed Software consists of the following:

### NaviLine CAD400

2. Right of Termination. SunGard Public Sector has right to terminate this Access Agreement, and accordingly, Accessor's access to the Accessed Software, upon any breach of this Access Agreement. To terminate this Access Agreement, SunGard Public Sector will provide notice of such breach to Licensee and Accessor (as appropriate), and the breaching party will have thirty (30) days from the date of such notice to cure such breach. If such breach is not cured to SunGard Public Sector's reasonable satisfaction by the expiration of such thirty (30) day period, then this Agreement will be deemed terminated at the expiration of such thirty (30) day period, and thereupon, Accessor's right to access the Accessed Software will be deemed terminated, without any further action by any party.

3. Accessor Software Constitutes Confidential Information of SunGard Public Sector. Accessor acknowledges and agrees that Accessed Software constitutes confidential, proprietary information of SunGard Public Sector, and is and will remain the sole property of SunGard Public Sector. Accessor agrees that it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor shall hold in confidence the SunGard Public Sector proprietary information for its benefit and internal use only by its employees on a strict "need to know" basis.

**(Continued on following page)**

4. Obligations of SunGard Public Sector, Right of Accessor Regarding Accessed Software. Accessor's right to use the Accessed Software is derivative of Licensee's license to use the Accessor Software under the terms and conditions of the Licensee Agreement. SunGard Public Sector is not deemed to have granted Accessor any license to use the Accessor Software by virtue of this Access Agreement. Any such license can only be effected by the execution by Accessor and SunGard Public Sector of a definitive written software license agreement between SunGard Public Sector and Accessor that, by its express terms, purports to provide such a right of license to Accessor. SunGard Public Sector will have no obligations whatsoever to Accessor in connection with the Accessed Software. **AS BETWEEN SUNGARD PUBLIC SECTOR AND ACCESSOR, THE ACCESSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER TO ACCESSOR REGARDING THE ACCESSED SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY TO OR THROUGH ACCESSOR UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE ACCESSED SOFTWARE, IN WHOLE OR IN PART.**

5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Illinois, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

6. Integration Provision. This Access Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

VILLAGE OF DOWNERS GROVE, IL

SUNGARD PUBLIC SECTOR INC.

\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Authorized Signature  
VP and Controller, SunGard Public Sector Inc

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

9/21/2010  
\_\_\_\_\_  
Date

WESTMONTA POLICE DEPARTMENT, IL

  
\_\_\_\_\_  
Authorized Signature

GLEN RONALD LILJEBERG, IT MGR  
\_\_\_\_\_  
Print Name & Title

9-27-2010  
\_\_\_\_\_  
Date