

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**JUNE 11, 2013 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Approval of Sungard HTE Maintenance Agreement	✓ Resolution Ordinance Motion Discussion Only	Robert Porter Chief of Police

**SYNOPSIS**

A resolution has been prepared authorizing the approval of the Sungard Public Sector Inc. maintenance agreement in the amount of \$105,171.41. This agreement covers updates, service, and support for computer software applications utilized by the Downers Grove and Westmont police and fire departments on the Village's Sungard Public Sector CAD Computer system. The new agreement will begin May 1, 2013 and end April 30, 2014.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2008-2013 identified *Exceptional Municipal Services*.

**FISCAL IMPACT**

The FY13 budget includes \$105,172 for this contract.

**RECOMMENDATION**

Approval on the June 11, 2013 consent agenda.

**BACKGROUND**

The Village uses Sungard Public Sector CAD (Computer Aided Dispatching) for dispatching, records collection, electronic reporting, and records inquiries. Sungard holds the proprietary rights for all of their software and is considered a sole source vendor to provide maintenance for their products. This maintenance agreement includes the costs associated with providing dispatch services for the Village of Westmont. Westmont is responsible for \$11,532.86 of these costs and will be billed as outlined in the Intergovernmental Agreement between Downers Grove and Westmont.

Below is a brief description of some of the software applications that this agreement covers:

- CAD-Computer Aided Dispatch – Central system for dispatching Public Safety personnel to calls efficiently.
- CRIMES-Police Records Management System is the central data entry system for all information or reports generated by the Police Department.
- Firehouse Interface – Interface to Fire Department records management system.
- Looking Glass Mapping – Mapping display for dispatchers and officers
- QREP – Reporting tool for pulling data from the records management system
- Mobil Data Browser Client – Software that provides the ability to receive and send information to Dispatch and provides access to LEADS, which allows officers to obtain license plate, driver's license, and criminal history information.
- Field Reporting Client - Electronic field reporting system.
- Imageware Mugshot Interface – Interface to adult arrest and juvenile arrest system.
- ISIS interface provides LEADS access to all police officers on patrol.

**ATTACHMENTS**

Agreement

Resolution

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

**A RESOLUTION AUTHORIZING EXECUTION OF A MAINTENANCE AGREEMENT AND ADDENDUM 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”) and Addendum (the “Addendum”), 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 and Addendum 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 and Addendum, 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 and Addendum.

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-1382LG-130287**

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, 2013 - April 30, 2014
Message Switch (101-200 user)	\$ 15,588.46
Mobile Data Browser Client (2 units)	392.50
Field Incident Reporting (2 units)	392.50
ISIS Switch	5,569.20
NaviLine CAD 400	11,228.57
NaviLine Crimes Management	9,679.80
QRep Catalog (C3, CC)	657.70
NaviLine Multi-Agency CAD 400	1,285.20
NaviLine Crimes Management (Westmont)	1,111.80
Police to Police	-
QRep Administrator (1)	331.00
QRep End User (2)	662.00
Mobile Data Browser Police Client (68 units)	13,705.40
Mobile Data Browser - Fire Client (15 units)	3,023.25
Field Reporting Server Software	5,500.25
Field Incident Reporting (68 units)	13,705.40
E911 - CAD400	1,188.10
CAD400 Redundancy	4,317.46
Pager Connect - CAD 400	795.60
Mugshot Imageware	1,835.18
Mobile Data Browser Client - CAD400 (8 units)	1,612.40
QRep End User (3 units)	993.00
CAD400 to Firehouse Interface	3,543.07
Mobile Data Browser (CAD IV or CAD V) (4 units)	806.20
CAD 400	-
CRIMES Management System	-
LGmobile (69 workstations)	6,994.53
GTGLooking Glass Mobile (2 units)	252.84
<b>Total</b>	<b>\$ 105,171.41</b>

2. **ADDITIONAL TERMS.** This agreement includes the terms of the Addendum to Agreement Between SunGard Public Sector, Inc. and Village of Downers Grove which is attached hereto and incorporated herein by reference.
3. **TERM.** The Term of this Agreement shall be 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.

4. **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:

4.1 **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 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.

4.2 **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.

4.3 **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.

4.4 **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.

5. **SUPPORT SERVICES FEES.**

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

5.2 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.

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

5.4 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.

6. **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 8 BELOW.

7. **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.
8. **TERMINATION.** This Agreement may be terminated as follows:
  - 8.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.
  - 8.2 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.
  - 8.3 Except as provided in Paragraph 8.2 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.
  - 8.4 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.
9. **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

*Lisa Neumann*  
\_\_\_\_\_  
Authorized Signature

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

*Lisa Neumann, Controller*  
\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

*5/29/13*  
\_\_\_\_\_  
Date

**ADDENDUM TO AGREEMENT BETWEEN SUNGARD PUBLIC  
SECTOR, INC. AND VILLAGE OF DOWNERS GROVE**

**The following terms shall apply to the Support Services Agreement, Contract No. DWNR-1382LG-130287 (“Support Agreement”) effective from May 1, 2013 to April 30, 2014 between SunGard Public Sector Inc. (“Contractor”) and the Village of Downers Grove (“Village”):**

**A. COPYRIGHT/PATENT INFRINGEMENT**

Contractor will defend, indemnify and hold Village harmless from and against any loss, cost and expense that Village incurs because of a claim that use of a Licensed Program infringes any United States copyright of others. Contractor's obligations under this indemnification are expressly conditioned on the following: (i) Village must promptly notify Contractor of any such claim; (ii) Village must in writing grant Contractor sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Village chooses to represent its own interests in any such action, Village may do so at its own expense, but such representation must not prejudice Contractor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Village must cooperate with Contractor to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Licensed Programs and third party hardware and software specified by Contractor in writing as necessary for use with the Software) from the use or combination of products provided by Contractor with items provided by Village or others. If any Licensed Program is, or in Contractor's opinion is likely to become, the subject of a United States copyright infringement claim, then Contractor, at its sole option and expense, will either: (A) obtain for Village the right to continue using the Licensed Program under the terms of this Agreement; (B) replace the Licensed Program with products that are substantially equivalent in function, or modify the Licensed Program so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Village the portion of the license fee paid to Contractor for the Licensed Program(s) giving rise to the infringement claim, less a charge for use by Village based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS CONTRACTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

**B. CAMPAIGN DISCLOSURE**

Contractor shall execute the Campaign Disclosure Certificate, attached hereto as Exhibit A.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity entering into an agreement to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the agreement.

By signing the agreement, Contractor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**C. SUBLETTING OF CONTRACT**

No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from its obligation or change the terms of the Contract. Notwithstanding, Contractor reserves the right of assignment to Contractor's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets.

**D. BILLING & PAYMENT PROCEDURES**

Payment will be made in accordance with the Support Agreement, to the extent allowable under the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq..

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

**E. PATRIOT ACT COMPLIANCE**

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**F. NONDISCRIMINATION**

Contractor shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) The Contractor certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated

and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**G. SEXUAL HARASSMENT POLICY**

The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Contractor's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**H. EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with

the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

#### **I. DRUG FREE WORK PLACE**

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

Providing a copy of the statement required above to each employee engaged in

the performance of the Contract or grant and to post the statement in a prominent place in the workplace.

Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**J. INDEMNITY AND HOLD HARMLESS AGREEMENT**

To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, Contractor shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any negligent acts, or negligent omissions of Contractor, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs. In no event, however, will Contractor be liable for any consequential damages, including lost profits, savings or procurement costs, even if Contractor has been advised of their possibility.

**K. INSURANCE**

The Contractor shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which will protect the Contractor from the types of claims set forth below which may arise out of or result from the Contractor's operations under this Contract and for which the Contractor may be legally liable:

Claims under workers compensation acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Contractor's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by the Contractor or failure to properly perform services under the scope of the agreement between the Contractor and the Village.

The Contractor shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

As evidence of said coverages, Contractor shall provide the Village with certificates of insurance and include a provision for cancellation only upon at least 30 days prior notice to the Village

**CONTRACTOR:**

SunGard Public Sector Inc.  
Company Name

Date: 5/29/13

1000 Business Center Drive  
Street Address of Company

\_\_\_\_\_  
Email Address

Lake Mary, FL 32746  
City, State, Zip

\_\_\_\_\_  
Contact Name (Print)

800-727-8088  
24-Hour Telephone

\_\_\_\_\_  
Business Phone

*Lisa Neumann*  
Signature of Officer, Partner or  
Sole Proprietor

\_\_\_\_\_  
Fax

Lisa Neumann, Controller  
Print Name & Title

ATTEST: If a Corporation

*Christian Coleman*  
VP ~~finance~~ Christian Coleman  
Signature of an Officer of the Corporation, SunGard Public Sector Inc

**VILLAGE OF DOWNERS GROVE:**

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

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A CAMPAIGN DISCLOSURE CERTIFICATE**

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

Contractor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Contractor has not contributed to any elected Village position within the last five (5) years.

Lisa Neumann  
Signature

Lisa Neumann  
Print Name Controller

Contractor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name