

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
MAY 22, 2007 AGENDA

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

SYNOPSIS

A resolution has been prepared authorizing the approval of a maintenance agreement in the amount of \$114,000.67 with Sungard HTE of Lake Mary, Florida. This agreement covers updates, service, and support for computer software applications utilized by the police and fire departments on the Village's HTE/CAD Computer system.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2006-2011 identified *Top Quality Village Infrastructure and Facilities*. A supporting objective of this goal is *Village Facilities: Operating Efficiently, Promoting Productivity and Supporting Effective Customer Friendly Services*.

FISCAL IMPACT

The police department and fire department FY 2007 budgets combined provide \$114,000.67 for this expenditure. The Police Department portion of this expenditure is \$95,324.84 (001.60.636.5470.0024) and the Fire Department's portion is \$18,675.83 (001.70.711.5470.0000).

RECOMMENDATION

Approval on the June 5, 2007 consent agenda.

BACKGROUND

The Village has been utilizing the Sungard HTE/CAD system for dispatching, records collection, electronic reporting, and LEADS inquiries for almost twenty years and it has proven to be a very reliable system. At the Village's request, this maintenance agreement has been prorated and has consolidated all of our products into one agreement. Sungard HTE holds the proprietary rights for all of their software and, therefore, should be considered a sole source vendor to provide maintenance for their products. Below is a brief description of some of the software applications that this agreement covers:

- Looking Glass Mapping provides the dispatchers with a visual display of all Police/Fire/EMS calls and the Fire Department's AVL information. It also provides the officers visual maps on their laptops when they are dispatched to calls.
- QREP is a reporting tool used to extract data and write programs for CAD and Records databases.
- HEG Client Licenses provides a Windows view of the CAD/CRIMES data screens.
- Mobil Data Browser Client is the base product that drives all of the Public Safety personnel's 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 provides the products that drive the Police Department's electronic field reporting system.
- E911 CAD400 Interface provides the interface for the ALI/ANI information for the 911 system that automatically enters the name, address, and phone number of the caller into CAD.

- CAD400 Redundancy is the secondary CAD system that runs on a separate AS400 system that mirrors and provides back-up to the primary CAD system.
- Pager Connect Interface interface's CAD with the Byteware paging system. This system allows staff to pre-set call types, status changes, and call outs in CAD that will automatically send pages to pre-defined groups such as, Fire Command, Police Command, and FIAT members.
- Imageware Mugshot Interface interfaces the mugshot system with the CRIMES adult arrest and juvenile arrest system.
- Zetron 26 Interface automatically tones out Fire/EMS equipment when Dispatch enters the units on a call.
- CAD-Computer Aided Dispatch is the central system that all of the above systems connect to. This system provides dispatchers with all of the data and information needed to dispatch 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.
- LEADS state/NCIC Interface provides LEADS access to all police officers on patrol.
- Firehouse Interface downloads the CAD call data to the Firehouse server and starts to prepare a fire department report.
- AVL-Automatic Vehicle Locator is used by the Fire Department to track the location of their units. It assists Dispatch in locating the closest fire unit to a call.

ATTACHMENTS

Sungard HTE Support Services Agreement

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A MAINTENANCE
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND SUNGARD, HTE, 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 HTE, Inc. ("SunGard, HTE"), for maintenance, service and support for the Village's HTE/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 HTE INC. SUPPORT SERVICES AGREEMENT
CONTRACT NO. DWNR-070503**

This SunGard HTE Inc. Support Services Agreement (“Agreement”) is entered into by and between SunGard HTE Inc. (SunGard HTE), 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, 2007 - April 30, 2008
3rd Party Mapping - Dispatch Base	\$ 5,755.40
LGcrimes (9 Workstations)	3,055.41
LGmobile (69 units)	6,339.03
GTG LookingGlass Mobile	229.16
QRep Catalogs for CAD/Crimes (2)	600.00
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	12,985.00
Mobile Data Browser Police Client (68 users)	12,580.00
Mobile Data Browser Fire Client (15 users)	2,775.00
Field Reporting Server Software	5,035.00
Field Incident Reporting (68 users)	12,580.00
E911 CAD400	1,090.00
CAD400 Redundancy	3,955.00
Pager Connect CAD400	730.00
Mugshot Imageware	1,680.00
Zetron 26 Interface	1,090.00
CAD400 License Fees	11,855.00
CRIMES Management System	9,825.00
State/NCIC Interface CAD400	2,875.00
Mobile Data Browser Client (11 users)	2,035.00
CAD400 to Firehouse Interface	3,245.00
Mobile Data Browser (CAD IV or CAD V)	740.00
Schedule of Licensed Programs Covered Under this Agreement	Support Services Fee for Initial Term May 1, 2007 - December 31, 2007
AVL - CAD400	856.67
Total	\$ 114,000.67

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 by payment of the then-current annual Support Services Fee. SunGard HTE 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 HTE, Customer shall be entitled to receive, and SunGard HTE 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 HTE 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 HTE to replicate such errors or defects. Customer agrees to provide dial-in access to Customer's computer in order for SunGard HTE to investigate reported errors or defects. SunGard HTE 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 HTE, at SunGard HTE'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 HTE 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 HTE. Customer agrees that any upgrades or updates provided by SunGard HTE 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 HTE 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.** HTE 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 HTE BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 7 BELOW.

6. **LIMITATION OF LIABILITY.** SunGard HTE'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 HTE 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 HTE, 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 HTE 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 HTE'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 HTE, which consent may be withheld. SunGard HTE 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 HTE.

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 HTE or persons who have been employed by SunGard HTE within the immediate past twenty-four (24) months without prior written consent of SunGard HTE.

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 HTE. 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 HTE INC.

Authorized Signature



Authorized Signature

Print Name & Title

Gil Santos
SunGard HTE Inc
CEO

Print Name & Title

Date

April 18, 2007

Date

INVOICE

<i>Company</i>	<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
100	871629	29/Mar/2007	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

<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO Number</i>	<i>Currency Code</i>	<i>Terms</i>	<i>Due Date</i>
1 1382	Village of Downers Grove - Redundancy		USD	NET30	28/Apr/2007

<i>No.</i>	<i>SKU Code/Description/Comments</i>	<i>Units</i>	<i>Rate</i>	<i>Extended</i>
Contract No 20020564				
1	3rd Party Mapping - Dispatch Base Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	5.00	1,151.08	5,755.40
Contract No 20031010				
2	LG Crimes - 9 Workstations Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	9.00	339.49	3,055.41
3	LG Mobile - 69 Units Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	69.00	91.87	6,339.03
Contract No 20050381				
4	GTG Looking Glass Mobile Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	2.00	114.58	229.16

Page Total 15,379.00

Subtotal 15,379.00

Sales Tax 0.00

Invoice Total 15,379.00

Payment Received 0.00

Balance Due 15,379.00

INVOICE

Company	Invoice No	Date	Page
100	871671	29/Mar/2007	1 of 4

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 Code	Terms	Due Date
1 1382	Village of Downers Grove - Redundancy		USD	NET30	28/Apr/2007

No.	SKU Code/Description/Comments	Units	Rate	Extended
Contract No 20020426				
1	QRep Catalogs for CAD/Crimes Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	2.00	300.00	600.00
2	QRep Administrator - H.T.E. Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	1.00	300.00	300.00
3	QRep End User H.T.E Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	2.00	300.00	600.00
Contract No 20020564				
4	HGE Client Licenses Public Safety Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	55.00	170.00	9,350.00
5	HGE Client Licenses Public Safety Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	2.00	170.00	340.00
6	Message Switch Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	1.00	12,985.00	12,985.00
7	Mobile Data Browser-Police Client Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	68.00	185.00	12,580.00
Page Total				36,755.00

INVOICE

Company	Invoice No	Date	Page
100	871671	29/Mar/2007	2 of 4

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 Code	Terms	Due Date
1 1382	Village of Downers Grove - Redundancy		USD	NET30	28/Apr/2007

No.	SKU Code/Description/Comments	Units	Rate	Extended
Contract No 20020564				
8	Mobile Data Browser-Fire Client Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	15.00	185.00	2,775.00
9	Field Reporting Server Software Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	1.00	5,035.00	5,035.00
10	FIELD INCIDENT REPORTING Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	68.00	185.00	12,580.00
11	E911-CAD400 Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	1.00	1,090.00	1,090.00
12	CAD400 - Redundancy Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	1.00	3,955.00	3,955.00
13	Pager Connect - CAD 400 Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	1.00	730.00	730.00
14	Mugshot Imageware Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	1.00	1,680.00	1,680.00

Page Total 27,845.00

INVOICE

Company	Invoice No	Date	Page
100	871671	29/Mar/2007	3 of 4

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 Code	Terms	Due Date
1 1382	Village of Downers Grove - Redundancy		USD	NET30	28/Apr/2007

No.	SKU Code/Description/Comments	Units	Rate	Extended
Contract No 20020564				
15	Automated Vehicle Locator - CAD400 Maintenance Plan: ; Start: 01/May/2007, End: 31/Dec/2007	1.00	856.67	856.67
16	Zetron28 Interface - CAD400 Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	1.00	1,090.00	1,090.00
17	QRep End User H.T.E Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	2.00	300.00	600.00
Contract No 8705001				
18	CAD 400 License Fees Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	1.00	11,855.00	11,855.00
19	CRIMES Management System Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	1.00	9,825.00	9,825.00
20	State/NCIC Interface CAD400 Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	1.00	2,875.00	2,875.00

Page Total **27,101.67**

INVOICE

Company	Invoice No	Date	Page
100	871671	29/Mar/2007	4 of 4

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 Code	Terms	Due Date
1 1382	Village of Downers Grove - Redundancy		USD	NET30	28/Apr/2007

No.	SKU Code/Description/Comments	Units	Rate	Extended
Contract No 20031010				
21	Mobile Data Browser Client -CAD 400 Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	11.00	185.00	2,035.00
22	QRep End User H.T.E Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	3.00	300.00	900.00
Contract No 20041259				
23	CAD400 to FIREHOUSE INTERFACE Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	1.00	3,245.00	3,245.00
Contract No 20050381				
24	MOBILE DATA BROWSER (CAD IV OR CAD V) Maintenance Plan: ; Start: 01/May/2007, End: 30/Apr/2008	4.00	185.00	740.00

Page Total 6,920.00

Subtotal	98,621.67
Sales Tax	0.00
Invoice Total	98,621.67
Payment Received	0.00
Balance Due	98,621.67