



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 09/26/14**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 09/15/14**

**ISSUE:**

13. Request for Approval of Exempt Procurement and Support Services Agreement – Annual Maintenance and Support Services for Fire Records, Police and Land Use Departments; SunGard Public Sector, Inc. (Caryn Fiorina)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

Requested approval of exempt procurement and support services agreement for annual maintenance and support services with SunGard Public Sector, Inc. for fire records, police in the amount of \$61,108.60 and land use departments in the amount of \$50,525.53 for a total amount of \$111,634.13. Budget is available in ITT equipment fund.

**FUNDING SOURCE: 32138.520300**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

# City of Santa Fe, New Mexico

# memo

**DATE:** July 16, 2014

**TO:** Finance Committee

**FROM:** Caryn Florina, ITT Systems & Programming Manager *CF*

**VIA:** Thomas Williams, ITT Division Director *TW*  
Lisa Martinez, ITT Director *LM*

**ITEM & ISSUE:**

Sungard Inc. Maintenance Agreements

**BACKGROUND & SUMMARY:**

Sungard Inc. owns the Land Use, Building Permits, Code Enforcement, Business License, Police Records, Fire Records and the new e-government software for Land Use. These contracts are for the annual maintenance and support for the above systems.

One contract will be for Police and Fire Records in the amount \$61,108.60 and the other contract will be for Land Use, Building Permits, Code Enforcement, Business License and the new e-government software for Land Use in the amount of \$50,525.53. The monies for these contracts have been budgeted in 32138.520300 and total \$111,634.13.

**ACTION REQUESTED:**

Please approve Maintenance Agreements for Sungard Inc.

# City of Santa Fe, New Mexico

# memo

**DATE:** August 18, 2014

**TO:** Robert Rodarte, Purchasing Officer *RR*

**FROM:** Caryn Fiorina, ITT Systems & Programming Manager

**VIA:** Thomas Williams, ITT Division Director *TW*  
Lisa Martinez, ITT Director *LM*

**ITEM & ISSUE:**

Exempt Procurement Status for SunGard Public Sector

**BACKGROUND & SUMMARY:**

SunGard Public Sector owns the Land Use, Building Permits, Code Enforcement, Business License, Police Records, Fire Records and the new e-government software for Land Use. These contracts are for the annual maintenance and support for the above systems. Each year we are required to purchase ancillary services for maintenance and support of the priority software. Since SunGard Public Sector is the owner and developer of this proprietary software, they thereby have exclusive rights to maintaining and supporting this software. Please see attached letter from SunGard Public Sector.

SunGard Public Sector qualifies under exempt procurement Section 18:1-L of the City Purchasing Manual:

18.1-L purchases of computer software including ancillary services, where such is required to match other software in use or where a unique or novel application (available from only one provider) is required to be used in the public interest. This will include applicable initial and subsequent licensing fees and services to modify or maintain proprietary software, if such services are available from only a single provider.

**ACTION REQUESTED:**

Please declare SunGard Public Sector with Exempt Procurement Status.

- Approved
- Disapproved

*RR*  
\_\_\_\_\_  
ROBERT RODARTE, PURCHASING OFFICER

*8/18/14*

**SUNGARD PUBLIC SECTOR INC. SUPPORT SERVICES AGREEMENT  
CONTRACT NO. SFPD-2302LG-141439**

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  
**City of Santa Fe Police Department  
(Customer),**

with its principal place of business at  
2651 Siringo Road  
Santa Fe, NM 87505

1.

Qty	Licensed Applications	Annual Support Term 7/1/14-6/30/15
1	False Alarm Billing - CAD400	\$ 1,521.10
1	State Interface - CAD 400	3,572.45
6	MOBILE DATA BROWSER (CAD IV OR CAD V)	1,221.18
27	Mobile Data Browser Client - MB (27 units)	5,350.59
1	PDSI TeleStaff Interface to FIRES	1,467.54
1	Message Switch	14,802.91
50	Mobile Data Browser Client	9,908.50
1	Crimes I/F to Full Court (3p vendor)	3,460.80
1	NavilLine Crimes Management	9,586.73
1	Navi- Fires Management	4,869.53
1	QRep Catalog (CC)	325.69
1	Navi - FIRES Prevention System	-
1	Navi-FIRES Incident	-
1	Navi - FIRES Resource Activity Tracking	-
1	QRep Catalog (FS)	325.69
	<b>Total</b>	<b>\$ 56,412.71</b>
	<b>Third Party Applications</b>	<b>Annual Support Term 7/1/14-6/30/15</b>
1	QRep Administrator	\$ 340.93
1	QRep End User	340.93
2	QRep End User	681.86
5	GTG Looking GlassCrimes	2,720.25
	<b>Total</b>	<b>\$ 4,083.97</b>
	<b>Third Party Applications</b>	<b>Annual Support Term 9/1/14-8/31/15</b>
	CryWolf Alarm Billing Interface - CAD400 (SaaS V)	\$ 611.92
	<b>Total</b>	<b>\$ 611.92</b>
	<b>Combined Total</b>	<b>\$ 61,108.60</b>

2. **TERM.** The Term of this Agreement shall be 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 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 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 HTE BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 6 BELOW.





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

- ~~6.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term~~
- 6.2 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.
- 6.3 Except as provided in Paragraph 6.2 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.
- 6.4 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.

7. **GENERAL TERMS. Choice of Law/Dispute Resolution.** This Agreement shall be governed by laws of the State of New Mexico. 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 Santa Fe, New Mexico 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 <sup>twelve (12)</sup> ~~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 <sup>twelve (12)</sup> ~~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.

**Third Party Product Maintenance.** Third party hardware/software maintenance will be provided by the third party hardware and software manufacturer(s). Contractor makes no representations as to expected performance, suitability, or the satisfaction of City's requirements with respect to the hardware or other third party products specified in 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:

CITY OF SANTA FE POLICE DEPARTMENT,  
NM

SUNGARD PUBLIC SECTOR INC.

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

*[Handwritten Signature]*  
\_\_\_\_\_  
Authorized Signature

JAVIER M. GONZALES, MAYOR  
\_\_\_\_\_  
Print Name & Title

Vice President + CFO  
\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

6/30/2014  
\_\_\_\_\_  
Date

ATTEST:

CRS # 02-166191-00-0  
CITY OF SANTA FE  
BUSINESS REGISTRATION # 14-00120170

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

APPROVED:

*[Handwritten Signature]*  
\_\_\_\_\_  
KELLY A. BRENNAN, CITY ATTORNEY

\_\_\_\_\_  
FINANCE DIRECTOR

Business Unit: 32138.520300

## SUNGARD PUBLIC SECTOR INC. SUPPORT SERVICES AGREEMENT CONTRACT NO. SNFE-2345LG-141438

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

**City of Santa Fe  
(Customer),**

with its principal place of business at  
200 Lincoln Avenue  
Santa Fe, NM 87501

1.

Qty	Licensed Applications	Annual Support Term 7/1/14-6/30/15
6	Retrofit Modification Option	\$ 600.00
1	NAVI - Cash Receipts	\$ 3,256.45
1	Naviline-Land/Parcel Management	\$ 3,384.99
1	NAVI - Business Licenses	\$ 3,267.16
1	NAVI-Code Enforcement	\$ 2,260.23
1	NAVI-Building Permits	\$ 5,350.64
1	NAVI - Planning/Engineering	\$ 5,350.64
1	Click2Gov Core Module	\$ 1,413.98
1	Click2Gov - Building Permits	\$ 1,971.01
1	BP Voice Response Interface	\$ 1,542.53
1	NAVI-DMS - Document Management Services	\$ 1,087.27
1	Multi Agency or Jurisdictional FIRES	\$ 739.13
1	Click2Gov - Planning/Engineering	\$ 1,812.80
1	Click2Gove-Code Enforcement	\$ 2,065.15
1	Click 2 Gov - Busines Licenses	\$ 2,255.70
1	CAD400 SunPro Interface	\$ 3,440.20
1	Electronic Learning Pass (HELP) Card-LF	\$ 5,000.00
		\$ 44,797.88
Qty	Third Party Applications	Annual Support Term 7/1/14-6/30/15
1	GTG Looking Glass Viewer Web	\$ 3,579.78
1	GTG - Address Manager	\$ 2,147.87
		\$ 5,727.65
	<b>Total</b>	<b>\$ 50,525.53</b>

2. **TERM.** The Term of this Agreement shall be 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 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 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. **MODIFICATION MAINTENANCE SERVICES.** For so long as Customer has purchased Modification Maintenance Services and is current in its payments to SunGard Public Sector under this Agreement, Customer shall be entitled to receive, and SunGard Public Sector agrees to provide, the following service:

- 5.1 **Modified Program Compatibility.** For each non Licensed Program in library SunGard Public Sector MOD that was written by SunGard Public Sector or any Licensed Program that has had custom modifications performed by SunGard Public Sector at the customer's request, SunGard Public Sector will perform all necessary programming to ensure that the program is compatible with each new software release, version, or Program Temporary Fix made available by SunGard Public Sector.



6. **MODIFICATION MAINTENANCE FEES.**

- 6.1 Modification Maintenance Fees are determined on an annual basis. This determination is based upon the number of modified programs prior to each renewal period multiplied by the then current rate charged per program.
- 6.2 Modification Maintenance Fees are not refundable in whole or in part.

7. **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 HTE BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 8 BELOW.

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 New Mexico. 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 Santa Fe, New Mexico 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~~ <sup>twelve (12)</sup> (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~~ <sup>twelve (12)</sup> (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.

**Third Party Product Maintenance.** Third party hardware/software maintenance will be provided by the third party hardware and software manufacturer(s). Contractor makes no representations as to expected performance, suitability, or the satisfaction of City's requirements with respect to the hardware or other third party products specified in 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:

CITY OF SANTA FE, NM

SUNGARD PUBLIC SECTOR INC.

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

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

JAVIER M. GONZALES, MAYOR

Vice President & CFO

Print Name & Title

Print Name & Title

\_\_\_\_\_  
Date

6/30/2014  
\_\_\_\_\_  
Date

ATTEST:

CRS # 02-166191-00-0  
CITY OF SANTA FE  
BUSINESS REGISTRATION # 14-00120170

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

APPROVED:

\_\_\_\_\_  
KELLY A. BRENNAN, CITY ATTORNEY

\_\_\_\_\_  
FINANCE DIRECTOR



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (866) 283-7122      FAX (A/C, No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> SunGard Capital Corp, Its Companies & Subsidiaries 680 East Swedesford Road Wayne PA 19087 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Charter Oak Fire Ins Co	25615
	INSURER B: The Travelers Indemnity Co.	25658
	INSURER C: The Phoenix Insurance Company	25623
	INSURER D: Travelers Property Cas Co of America	25674
	INSURER E: INSURER F:	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570053625074**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6600D923415	05/01/2014	05/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Total Aggregate per policy \$10,000,000
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TJ-CAP-8045X05A-TIL-14	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coil Deductible \$2,500
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TRJUB8045X04814 (AZ, MA, WI)	05/01/2014	05/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000
C				TC2NUB8045X01214 (AOS)	05/01/2014	05/01/2015	E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570053625074

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Name Insured: SUNGARD DATA SYSTEMS INC., SunGard Capital Corp. Its Companies & Subsidiaries.

<b>CERTIFICATE HOLDER</b>  City of Santa Fe Police Department 2651 Siringo Road, Building F Santa Fe NM 87505 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central Inc.</i>

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ACORD 25 (2014/01)

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## **SUNGARD** PUBLIC SECTOR

www.sungardps.com • 407-304-3235 • 800-727-8088 toll-free

August 14, 2014

City of Santa Fe  
200 Lincoln Ave.  
Santa Fe, NM 87501

To whom it may concern,

This letter is intended to reflect that SunGard Public Sector is the original software manufacturer for the NaviLine software and Click2Gov software at the City of Santa Fe, and as such is the only sole source provider of Application Software that has the proper knowledge to provide application integration to these existing applications. SunGard Public Sector is the sole owner, provider, developer and supporter of the SunGard Public Sector NaviLine brand and Click2Gov software and has full power and authority to grant the rights to license it without the consent of any other person or entity. SunGard Public Sector does not work directly with any other software provider to develop or support the subject software.

If you have any questions or need additional information, please let me know.

Sincerely,



Pat Smith  
Contract Specialist, Team Lead  
Patricia.smith@sungardps.com

## **SUNGARD** PUBLIC SECTOR

www.sungardps.com • 407-304-3235 • 800-727-8088 toll-free

August 14, 2014

Santa Fe Police Department  
2651 Siringo Road  
Santa Fe, NM 87505

To whom it may concern,

This letter is intended to reflect that SunGard Public Sector is the original software manufacturer for the Naviline Public Safety software and Mobile Data Browser software at the City of Santa Fe Police Department, and as such is the only sole source provider of Application Software that has the proper knowledge to provide application integration to these existing applications. SunGard Public Sector is the sole owner, provider, developer and supporter of the SunGard Public Sector Naviline brand software and Mobile Data Browser software and has full power and authority to grant the rights to license it without the consent of any other person or entity. SunGard Public Sector does not work directly with any other software provider to develop or support the subject software.

If you have any questions or need additional information, please let me know.

Sincerely,



Pat Smith  
Contract Specialist, Team Lead  
Patricia.smith@sungardps.com



## City of Santa Fe Summary of Contracts, Agreements, & Amendments

**Section to be completed by department for each contract or contract amendment**

1 **FOR:** ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor SunGard Public Sector

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$111,634.13

Termination Date: June 30, 2015

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Annual Maintenance and Support

Amendment # N/A to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**  

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ 109,741.39 of original Contract# 10-0977/10-0978 Termination Date: 06/30/2011

Reason: Annual Support & Maintenance

Amount \$ 95,932.46 <sup>original</sup> amendment # 11-1023/11-1065 Termination Date: 06/30/2012

Reason: Annual Support & Maintenance

Amount \$ 94,118.55 <sup>original</sup> amendment # 12-0470/12-0471 Termination Date: 06/30/2013

Reason: Annual Support & Maintenance

Amount \$ 95,744.80 <sup>original</sup> amendment # 13-0770/13-0771 Termination Date: 06/30/2014

Reason: Annual Support & Maintenance

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ [ ] \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source [ ] \_\_\_\_\_ Date: \_\_\_\_\_

Other [ ] Exempt procurement due to proprietary software. \_\_\_\_\_

6 Procurement History: Annual Maintenance Contract.
example: (First year of 4 year contract)

7 Funding Source: \_\_\_\_\_ BU/Line Item: 32138.520300x

8 Any out-of-the ordinary or unusual issues or concerns:
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Caryn Fiorina
Phone # 955-5573

10 Certificate of Insurance attached. (if original Contract) [ ]

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

Comments: [Empty box for comments]