

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Council Members

FROM/PHONE: Frank Apicella, TIM Director / 954-797-1063

PREPARED BY: Frank Apicella

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, WAIVING FORMAL BIDDING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SUNGARD H.T.E. INC FOR THE PURCHASE OF THE CONSTITUENT RELATIONSHIP MANAGEMENT SOFTWARE (CRM)

REPORT IN BRIEF: This software will replace the Citizen Response System (CRS), which is no longer being hosted and supported by Blue Frog Solutions. The CRM features central management of citizen and customer requests, central contact information, automatic notification, event tracking, e-mail correspondence, secondary call generation, work request generation, reminders, call type security, and online analytic processing utilizing the QRep product that we currently have.

PREVIOUS ACTIONS: R- 90-347 / R- 94-402 / R- 97-366 / R-2002-288 / R-2002-333 /
R-2007-004

CONCURRENCES: Gary Shimun, Town Administrator, Russell Muniz, Town Clerk, Frank Apicella, Director TIM, Reviewed and approved by the Town Attorney's office

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$ 51,385.50

Account Name: Information Systems Capital Outlay \$39,583.50
Information Systems Computer Maintenance: \$8,200.00
Information Systems Education and Training: \$3,600.00

RECOMMENDATION(S): Motion to approve

Attachment(s): Contract (attachment "A")

RESOLUTION

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, WAIVING FORMAL BIDDING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SUNGARD H.T.E. INC. FOR THE PURCHASE OF THE CONSTITUENT RELATIONSHIP MANAGEMENT SOFTWARE (CRM).

WHEREAS, the Town's current citizen response application is no longer being hosted and supported by Blue Frog Solutions; and

WHEREAS, the Town is in need of a replacement solution; and

WHEREAS, the Town has previously purchased software from Sungard H.T.E. Inc, by means of Resolutions 90-347, 94-402, 97-366, 2002-288, 2002-333, and 2007-004; and

WHEREAS, the addition of the CRM product to the existing Sungard H.T.E. suite of software products the Town already owns will improve the integration and communication within the organization; and

WHEREAS, after evaluation by the Administration, Town Clerk and Technology & Information Management departments, it has been determined that this solution best suits the Town's needs.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1: The Town Council of the Town of Davie, hereby authorizes the Mayor to execute a contract with Sungard H.T.E. Inc (attachment "A"), for installation, implementation, training and support of the Constituent Relationship Management software.

SECTION 2: This Resolution shall take affect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

**SUNGARD® PUBLIC SECTOR
HTE**

**SUPPLEMENT TO AGREEMENT FOR H.T.E., INC. LICENSED PROGRAMS
BY AND BETWEEN SUNGARD HTE INC. AND TOWN OF DAVIE, FL
SCHEDULE A-PRICING AND PAYMENT SCHEDULE
CONTRACT NO. DAVE-071310**

This Supplement is to the Agreement for H.T.E., Inc. Licensed Programs dated December 26, 1990 (Agreement), between SunGard HTE Inc. (HTE) and Town of Davie, FL (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Designated Machine

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

Type: _____ Model: _____ Serial Number _____
Operating System: _____ Tape Drive: _____

SunGard HTE Licensed Programs	License Fees	No. Days of Training	Training Fees	Installation Fees	Annual Support
Contact Management - CZ	\$ 25,700.00	3	\$ 3,600.00		\$ 5,140.00
C2G Citizen Request Tracking - KF	9,830.00			\$ 1,800.00	1,965.00
C2G Citizen Survey System - KG	3,980.00			1,800.00	795.00
QRep Catalog (CZ) - CJ	Included				300.00
Licensed Programs Sub-Total	\$ 39,510.00				
Less Discount	(5,926.50)				
SunGard HTE Licensed Program Totals	\$ 33,583.50	3	\$ 3,600.00	\$ 3,600.00	\$ 8,200.00

Payment Schedule*	Total Contract	Due Upon Contract Execution	Due As Incurred/Delivered	Due As Otherwise Noted
License Fees	\$ 33,583.50	\$ 33,583.50		
Training Fees	3,600.00		\$ 3,600.00	
Installation Fees	3,600.00		3,600.00	
Project Management	2,400.00	2,400.00		
Annual Support	8,200.00			\$ 8,200.00
Grand Total	\$ 51,383.50	\$ 35,983.50	\$ 7,200.00	\$ 8,200.00

APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

***Payments:**

THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:

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

HTE Support Services

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

Testing and Acceptance

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

Warranty

The Warranty as defined in the Agreement shall be for a period of one hundred twenty (120) days following Delivery Date.

Application Training

Listed above are the numbers of days of training for the Licensed Program(s) listed. Additional application training, if requested by the Customer, can be provided upon request at the standard billing rate in effect at that time. Any fee quoted does not include travel and living expenses.

Project Management

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

Scheduled Resource Changes

Customer acknowledges that HTE makes every effort to schedule training and project management sessions sufficiently in advance to make effective use of HTE's personnel and to obtain favorable prices for travel and living. Accordingly, the following cancellation charges apply to training and on-site project management sessions canceled at the request of Customer: Cancellation within seven (7) days of start date, Customer pays fifty percent (50%) of the total price for the training or on-site project management; cancellation within three (3) days of start date, Customer is responsible for entire price of the training or on-site project management. In addition to the foregoing, Customer shall be obligated to reimburse HTE for any non-refundable expenses incurred by HTE for travel expenses. Notwithstanding the above, HTE will endeavor to reschedule HTE personnel in order to mitigate Customer's costs and expenses under this paragraph. To the extent HTE is successful in such rescheduling, Customer's payment obligations shall be reduced.

Third Party Software and Hardware

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

Source Code

Unless otherwise provided herein, the Licensed Programs are provided in and may be used in machine-readable object code form only. HTE offers the Customer, through a third party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Programs from escrow upon the occurrence of certain release events, such as HTE's failure to provide required maintenance services as agreed.

Publication

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

Preprinted Terms and Conditions

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

Non-Hiring Statement

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

Dispute Resolution

Prior to either party commencing any legal action under this Supplement, 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 and as may be otherwise provided herein, 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 Seminole County, Florida for resolution of all disputes in connection with this Supplement.

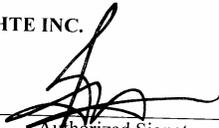
The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by December 21, 2007.

Customer warrants that the amounts to be paid hereunder will be paid out of appropriated funds and are not part of a financing arrangement with any third party.

TOWN OF DAVIE, FL

SUNGARD HTE INC.

Authorized Signature


Authorized Signature

Print Name & Title

Grant Harbin
Vice President of Professional Service, SunGard HTE Inc.

Date

Print Name & Title
October 15, 2007
Date