



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/26/12		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): <b>Amy Powell X7342</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, ratifying an expenditure for the maintenance and support of Naviline Software Products provided by SunGard Public Sector, Inc., the sole source provider of Naviline Software Products in an amount not to exceed \$125,697.72; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2011-12</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	2,866,574	0	<b>2,866,574</b>
Encumbered/Expended Amount	0	-1,446,063	0	<b>-1,446,063</b>
This Item	0	-125,698	0	<b>-125,698</b>
<b>BALANCE</b>	0	<b>1,294,813</b>	0	<b>1,294,813</b>
<b>FUND(S):     TECHNOLOGY SERVICES FUND</b>				
<b>COMMENTS:</b> Funds are included in the 2011-12 Technology Services budget for this maintenance agreement. The remaining balance will be used throughout the year for other maintenance agreements.				
<b>STRATEGIC PLAN GOAL:</b> Maintenance agreements relate to the City's Goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Technology Services recommends Council approve this Resolution for SunGard Public Sector, Inc., in the amount of \$125,697.72, for a premier support services agreement. Maintenance and support for the SunGard Naviline Software Products is only available from one source, SunGard Public Sector, Inc., and therefore is exempt from competitive bid as provided for in Section 252.022(a) (7) of the Texas Local Government Code.				
List of Supporting Documents: Resolution, Contract and Staff Memo			Other Departments, Boards, Commissions or Agencies	

## **Memorandum**

**Date:** March 2, 2012

**To:** David Stephens, Director of Technology Services

**From:** Danny Housewright, Systems and Programming Manager

**Subject:** Annual Maintenance for SunGard Public Sector Applications

We have received the annual renewal of maintenance and support for the SunGard Public Sector (SPS) software applications that various City Departments use. These applications are essential to the business operations of Customer and Utility Services, Building Inspections, Property Standards, and Environmental Waste Services. Inquiry access to information stored in the SPS applications is used by a number of departments across the city. Therefore, the continuation of maintenance and support of these applications is very important to the City of Plano.

This maintenance and support can come only from SPS since they do not allow any third party companies to maintain or modify any code. In fact, our software license agreements would become invalid if the City or any other source made any changes to SPS programs. Therefore, SPS is a sole source provider of these services.

Annual maintenance and support with SPS is necessary in order to receive help in resolving issues with the SPS software applications and to continue to receive upgrades and enhancements to the SPS products.

**A Resolution of the City Council of the City of Plano, Texas, ratifying an expenditure for the maintenance and support of Naviline Software Products provided by SunGard Public Sector, Inc., the sole source provider of Naviline Software Products in an amount not to exceed \$125,697.72; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, Building Inspections, Customer & Utility Services, Property Standards, Environmental Waste Services and Planning Department of the City of Plano utilize Naviline Software Products designed by SunGard Public Sector, Inc.; and

**WHEREAS**, SunGard Public Sector, Inc. is the sole source provider of Naviline Software Products utilized by various Departments of the City of Plano; and

**WHEREAS**, the City Council has been presented a proposed Service Agreement between the City of Plano and SunGard Public Sector, Inc. for Naviline Software Products, in an amount not to exceed \$125,697.72, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the expenditure should be ratified, and that the City Manager or his designee should be authorized to execute any and all documents on behalf of the City of Plano for this purpose.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS THAT:**

**Section I.** The City Council hereby finds and determines that SunGard Public Sector, Inc. is the sole source provider of the Naviline Software Products and, thus, the purchase of such Naviline Software Products is exempt from competitive bid as provided for in V.T.C.A., Local Government Code, Section 252.022(a)(7).

**Section II.** The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things ratified.

**Section III.** The City Manager, or his/her authorized designee is hereby authorized to execute any and all documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement, in an amount not to exceed **ONE HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED NINETY SEVEN AND 72/100 DOLLARS (\$125,697.72).**

**Section IV.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this 26th day of March, 2012.

\_\_\_\_\_  
Phil Dyer, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN  
CITY OF PLANO, TEXAS AND  
SUNGARD PUBLIC SECTOR INC.**

**THIS CONTRACT** is made and entered into by and between **SUNGARD PUBLIC SECTOR INC.**, a Florida corporation, whose address is 1000 Business Center Drive, Lake Mary, FL 32746, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.  
SCOPE OF SERVICES**

Contractor shall provide maintenance and support, enhancements of, and new releases of each baseline component system and each custom modification for Naviline software products. These products and services shall be provided in accordance with the Contractor's Scope of Services, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Contractor's Scope of Services (**Exhibit "A"**);
- (b) Contractor's Fee Schedule (**Exhibit "B"**);
- (c) Insurance Requirements and Certificate of Insurance (**Exhibit "C"**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit "D"**).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**II.  
TERM OF CONTRACT**

The term of this Contract shall be from October 1, 2011 to September 30, 2012.

**III.  
WARRANTY**

Contractor warrants and covenants to City that for the term of the Contract all services provided by Contractor, Contractor's subcontractors, and agents under the Contract shall be performed in a skillful and workmanlike manner and shall comply with the specifications for said services as set forth in this Contract and the Contractor's Scope of Services attached hereto and incorporated herein as **Exhibit "A"**. **CONTRACTOR DISCLAIMS ALL OTHER**

**WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION, OR ANY IMPROVEMENTS WILL BE USEABLE BY CITY IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CONTRACTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

**IV.  
PAYMENT**

Payments hereunder shall be made to Contractor within thirty (30) days of receiving Contractor's invoice for the products and services in accordance with **Exhibit "B"** attached and incorporated herein. Total compensation under this contract shall not exceed the sum of **ONE HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED NINETY SEVEN AND 72/100 DOLLARS (\$125,697.72).**

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30<sup>th</sup> of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the City shall notify Contractor of such occurrence and this Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**V.  
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor.

**VI.  
INDEMNIFICATION AND HOLD HARMLESS**

**TO THE EXTENT PROVIDED BY LAW, CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ALL DIRECT DAMAGES AND COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, 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, ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACTS, OR NEGLIGENT OMISSIONS OF CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES**

NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CONTRACTOR'S OBLIGATIONS UNDER THIS INDEMNIFICATION ARE EXPRESSLY CONDITIONED ON THE FOLLOWING: (I) CITY NOTIFYING CONTRACTOR IN WRITING OF THE CLAIM IN A TIMEFRAME THAT DOES NOT JEOPARDIZE CONTRACTOR'S ABILITY TO DEFEND; (II) CITY MUST IN WRITING GRANT CONTRACTOR SOLE CONTROL OF THE DEFENSE OF ANY SUCH CLAIM AND OF ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE; (III) CITY MUST COOPERATE WITH CONTRACTOR TO FACILITATE THE SETTLEMENT OR DEFENSE OF THE CLAIM. NOTWITHSTANDING, CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO AND SUCH REPRESENTATION MUST NOT PREJUDICE CONTRACTOR'S RIGHT TO CONTROL THE DEFENSE OF THE CLAIM AND NEGOTIATE ITS SETTLEMENT OR COMPROMISE. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT.

#### VII.

#### INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT

CONTRACTOR WILL DEFEND AT ITS EXPENSE ANY SUIT BROUGHT AGAINST CITY TO THE EXTENT IT IS BASED ON A THIRD PARTY CLAIM ALLEGING THAT THE BASELINE COMPONENT SYSTEM, AS DEFINED IN EXHIBIT A, INFRINGES UPON THE THIRD PARTY'S UNITED STATES PATENT OR COPYRIGHT (AN "INFRINGEMENT CLAIM"), AND CONTRACTOR WILL INDEMNIFY CITY FOR THOSE COSTS AND DAMAGES FINALLY AWARDED AGAINST CITY FOR AN INFRINGEMENT CLAIM. CONTRACTOR'S DUTIES TO DEFEND AND INDEMNIFY ARE CONDITIONED UPON: CITY NOTIFYING CONTRACTOR IN WRITING OF THE INFRINGEMENT CLAIM IN A TIMEFRAME THAT DOES NOT JEOPARDIZE CONTRACTOR'S ABILITY TO DEFEND; CONTRACTOR HAVING SOLE CONTROL OF THE DEFENSE OF THE SUIT AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE; AND CITY PROVIDING TO CONTRACTOR COOPERATION AND, IF REQUESTED BY CONTRACTOR, DOCUMENTS AND INFORMATION IN THE DEFENSE OF THE INFRINGEMENT CLAIM.

IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR MAY AT ITS OPTION AND EXPENSE PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE BASELINE COMPONENT SYSTEM, REPLACE OR MODIFY IT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE, OR REFUND TO CITY THE PORTION OF THE LICENSE FEE PAID TO CONTRACTOR FOR THE COMPONENT SYSTEM(S) GIVING RISE TO THE INFRINGEMENT CLAIM LESS ANY DEPRECIATED COST. THE DEPRECIATION AMOUNT WILL BE CALCULATED BASED UPON GENERALLY ACCEPTED ACCOUNTING STANDARDS FOR SUCH COMPONENT SYSTEMS(S).

**CONTRACTOR WILL HAVE NO DUTY TO DEFEND OR INDEMNIFY FOR ANY INFRINGEMENT CLAIM THAT ARISES FROM MODIFICATIONS OR (WITH THE EXPRESS EXCEPTION OF THE OTHER COMPONENT SYSTEMS AND THIRD PARTY HARDWARE AND SOFTWARE SPECIFIED BY CONTRACTOR IN WRITING AS NECESSARY FOR USE WITH THE SOFTWARE) IS BASED UPON THE USE OR COMBINATION OF PRODUCTS PROVIDED BY CONTRACTOR WITH ITEMS PROVIDED BY CITY OR OTHERS. THE FOREGOING STATES CONTRACTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

**THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS CONTRACT.**

**VIII.  
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.  
LIMITATION OF LIABILITY**

**CONTRACTOR AND CITY ACKNOWLEDGE THAT IN NO EVENT IS CONTRACTOR LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER CONTRACTOR HAS BEEN ADVISED OF THEIR POSSIBILITY.**

**EXCEPT FOR CONTRACTOR'S OBLIGATIONS TO INDEMNIFY CITY UNDER ARTICLES VI AND VII, CONTRACTOR'S LIABILITY FOR ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES WILL NOT EXCEED THE FEES THAT CITY HAS PAID CONTRACTOR UNDER THIS CONTRACT.**

**X.  
CONFIDENTIAL INFORMATION**

If Contractor delivers to City any Confidential Information, as defined under Exhibit A, then City shall not disclose or otherwise make available the Confidential Information to any third party, or make any use of Contractor's Confidential Information. Notwithstanding any provisions contained in this Contract, City may disclose Confidential Information in accordance with applicable law.

Subject to notification requirements specified in applicable Public Records or Public Meetings laws, City further agrees that Contractor will be provided with Notice, in the event that release of this Contract or any Confidential Information has been requested. If a public disclosure of Confidential Information is requested. City shall notify Contractor in writing of such request. Contractor may seek a protective order, at its own expense and in a court of competent jurisdiction. City will reasonably cooperate with Contractor in such action, but is under no obligation to obtain or seek any court protection.

The rights and obligations of City under this Article shall survive the expiration of the term or sooner termination of this Contract.

## **XI. VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

## **XII. ASSIGNMENT AND SUBLETTING**

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract and that that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

Both parties further agree that a merger, consolidation or acquisition of all or substantially all of Contractor's capital stock or assets by any third party, person, or entity shall not constitute an assignment for the purposes of this Contract.

## **XIII. INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

## **XIV. INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "C"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XV.  
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XVI.  
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "D"**.

**XVII.  
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVIII.  
TERMINATION FOR CAUSE**

If either party defaults in the performance of this Contract, the other party will give to the non-performing party a written and detailed notice of the default. The defaulting party will have thirty (30) days to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If, during this thirty (30) day period, the non-performing party fails to a) provide or implement an acceptable cure plan, or b) cure the default, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Contract effective upon giving a written notice of termination to the defaulting party.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services. Any termination of this Contract will not relieve either party of obligations previously incurred pursuant to this Contract, including payments which may be due and owing at the time of termination. All sums owed and not in dispute by City will become due and payable immediately upon termination of this Contract.

**XIX.  
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XX.  
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XXI.  
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXII.  
MAILING OF NOTICES**

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Contract shall be addressed to City at the following address:

City of Plano  
Technology Services  
P.O. Box 860358  
Plano, Texas 75086-0358  
Attn: David Stephens, Director

City agrees that all notices or communications to Contractor permitted or required under this Contract shall be addressed to Contractor at the following address:

SunGard Public Sector Inc.  
1000 Business Center Drive  
Lake Mary, FL 32746  
Attn: Christian Coleman, VP and Controller

Notices required under this Contract to be given by one party to the other must be in writing and either personally delivered or sent to the address shown above by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

**XXIII.  
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto.

**XXIV.  
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**XXV.  
WAIVER**

Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

**XXVI.  
EFFECTIVE DATE**

This Contract shall be effective from and after execution by both parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this Contract by signing below.

**SUNGARD PUBLIC SECTOR INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PLANO, TEXAS**

By: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

**ACKNOWLEDGMENTS**

**STATE OF \_\_\_\_\_ §**  
**§**  
**COUNTY OF \_\_\_\_\_ §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_, (*Authorized representative*) \_\_\_\_\_ (*Title*) of **SUNGARD PUBLIC SECTOR INC.**, a Florida corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**STATE OF TEXAS §**  
**§**  
**COUNTY OF COLLIN §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

## EXHIBIT "A"

### SCOPE OF SERVICES - SOFTWARE MAINTENANCE

#### 1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both Contractor's warranty services and Contractor's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit B as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the City; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the City obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit B.

"Custom Modification" means a change that Contractor has made at City's request to any Component System in accordance with a Contractor-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which Contractor will provide City with Improvements is identified in Exhibit B.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect City has given Contractor enough information to enable Contractor to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Contractor's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the Contractor-generated specification and documentation for such Custom Modification, and for which Defect City has given Contractor enough information to enable Contractor to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Contractor's control.

"Documentation" means the on-line and hard copy functional and technical specifications that Contractor provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit B.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Contract.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Maintenance" means using reasonable efforts to provide City with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described herein.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to Contractor's help desk by means of: (i) Contractor's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Contractor's then-current policies and procedures for submitting such communications.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Software" means the Component Systems listed in Exhibit B.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

## 2. Services.

(a) Types of Services. During the term of this Contract, Contractor will provide City with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit B.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Contract. Contractor's obligation to provide City with Improvements for Baseline Component Systems owned by parties other than Contractor is limited to providing City with the Improvements that the applicable third party owner provides to Contractor for that Baseline Component System. City must provide Contractor with such facilities, equipment and support as are reasonably necessary for Contractor to perform its obligations under this Contract, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, City will pay Contractor the amount provided for in Exhibit B as the maintenance fee for the Contract Year. Fees for Improvements are due on the effective date of this Contract.

(b) Additional Costs. For any on-site Improvements that Contractor provides at City's request, City will also reimburse Contractor for actual travel and living expenses that Contractor incurs in providing City with Improvements under this Contract, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Contractor's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. City is responsible for paying **any applicable taxes** (except for taxes based on Contractor's net income or capital stock) relating to this Contract, the Improvements, any services provided or payments made under this Contract. Applicable tax amounts (if any) are NOT included in the fees set forth in this Contract. If City is exempt from the payment of any such taxes, City must provide Contractor with a valid tax exemption certificate; otherwise, absent proof of City's direct payment of such tax amounts to the applicable taxing authority, Contractor will invoice City for and City will pay to Contractor all such tax amounts.

## Maintenance Standards

I. Hours During Which Contractor's Telephone Support Will be Available to City in Connection with the Provision of Maintenance: Unless otherwise noted in Exhibit B, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Continental US Local Time excluding holidays ("5x11").

II. Targeted Response Times. With respect to Contractor's Maintenance obligations, Contractor will use diligent, commercially reasonable efforts to respond to Notifications from City relating to the Baseline Component Systems/Custom Modifications identified in Attachment B in accordance with the following guidelines with the time period to be measured beginning with the first applicable Contractor "Telephone Support" hour occurring after Contractor's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
<b>Urgent</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning Contractor's Component Systems are not performing a process that has caused a complete work stoppage.	Contractor has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Contractor has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.  A resolution plan details the steps necessary to understand and possibly resolve the issue.
<b>Critical</b> 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning Contractor's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Contractor has a stated goal to respond within two hours of the issue being reported.	
<b>Non-Critical</b> 3	A support issue shall be considered <b>Non-Critical</b> when a non critical failure in operations occurs; meaning Contractor's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Contractor has a stated goal to respond within four hours of the issue being reported.	
<b>Minor</b> 4	A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Contractor has a stated goal to respond within 24 hours of the issue being reported.	

\* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Contractor's support representative has been directly contacted by City either by phone, email, in person, or through Contractor's online support portal, and b) when Contractor's support representative assigns a case number and conveys that case number to the City.

**EXHIBIT "B"**  
**FEE SCHEDULE**  
**Maintenance Software Identified**

**Customer : City of Plano, TX**

**CONTRACT YEAR: October 1, 2011 through one year thereafter**

**Improvement fees for Baseline Component Systems**

- **Quarterly Improvements fees during the Contract Year for associated Component Systems are as indicated in the attached invoice numbers 40705 and 40706 dated 8/31/2011.**
- **Annual Improvements fees during the Contract year for associated Component System (Electronic Learning Pass[HELP]) are as indicated in the attached invoice number 40360**

Quarterly Improvements fees are due thirty (30) days prior to the commencement of the associated quarter during the Contract Year for which such fees are being remitted.

Annual Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted.

**Maintenance fees for third-party applications: Contractor will invoice, and City will pay, annual maintenance fees for third-party provided products as follows:**

- **Quarterly Third-party maintenance fees during the Contract Year for the associated products are as indicated in the attached invoice numbers 40504 and 40505 dated 8/31/2011**

Quarterly third-party maintenance fees are due thirty (30) days prior to the commencement of the associated quarter during the annual maintenance term for which such fees are being remitted. Third-party maintenance fees for terms that are subsequent to the first annual maintenance term are subject to change and will be specified by Contractor in an annual invoice.

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 herein..

	Cost Summary (Initial Year)
SunGard Public Sector Maintenance fees (10/1/2011 - 9/30/2012)	\$ 118,267.20
Third-Party maintenance fees (10/1/2011-9/30/2012)	\$ 7,430.52
<b>Total:</b>	<b>\$ 125,697.72</b>

NOTE: The above costs broken down on a per application basis are as follows:

Application	Annual Fee
QRep End User	\$ 1,248.00
QRep Administrator	\$ 312.00
QRep End User	\$ 1,872.00
Retrofit Modification Option	\$ 3,300.00
QRep Administrator	\$ 624.00
QRep End User	\$ 624.00
BP Voice Response Selectron	\$ 1,799.20
GTG Looking Glass Viewer Web	\$ 2,564.80
Click2Gov Core Module	\$ 1,367.60
Click2Gov Building Permits	\$ 3,796.00
Click2Gov BP Wireless	\$ 2,943.20
GTG GIS Software	\$ 2,780.40
CIS Voice Response Selectron	\$ 1,929.20
Delinquency Call Out Listing Interface	\$ 634.40
CIX IVR Credit Card Interface	\$ 634.40
NAVI - Building Permits	\$ 10,051.60
NAVI - Code Enforcement	\$ 6,120.40
NAVI - Cash Receipts	\$ 5,876.00
NAVI - Customer Information Systems	\$ 27,820.00
NAVI - Contact Management	\$ 12,230.40
NAVI - DMS-Document Management Services	\$ 1,055.60
NAVI - Land/Parcel Management	\$ 6,229.60
NAVI - WorkOrders/Fac Mgmt.	\$ 17,154.80
QRep Catalogs for BPJ,CRJ,CXJ,LXJ,WFJ	\$ 1,612.00
Click2Gov Citizen Request Tracking	\$ 4,232.80
Looking Glass-Centralized Address Manager	\$ 2,085.32
Electronic Learning Pass (HELP) Card-LF	\$ 4,800.00
	<b>\$ 125,697.72</b>

**APPLICABLE TAXES ARE NOT INCLUDED IN EXHIBIT B, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CITY.**

EXHIBIT   B    
PAGE   2   OF   9

**SUNGARD' PUBLIC SECTOR**

1000 Business Center Drive  
 Lake Mary, FL 32746  
 800-727-8088  
 www.sungardps.com

**Invoice**

Company	Document No	Date	Page
LG	40705	31/Aug/2011	1 of 3

Bill To: City of Plano  
 P.O. Box 860279  
 PLANO, TX 75086-0279  
 United States  
 Attn: Amy Powell 972-941-7342

Ship To: City of Plano  
 P.O. Box 860279  
 PLANO, TX 75086-0279  
 United States  
 Attn: Amy Powell 972-941-7342

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1	2115LG	City of Plano	USD	NET30	30/Sep/2011

No	SKU Code/Description/Comments	Units	Rate	Extended
<b>Contract No. 2000919</b>				
4	QRep End User Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	4.00	78.00	312.00
<b>Contract No. 20020140</b>				
7	BP Voice Response Selectron Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	449.80	449.80
<b>Contract No. 20030333</b>				
8	Click2Gov Core Module Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	341.90	341.90
9	Click2Gov - Building Permits Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	949.00	949.00
10	CLICK2GOV BP Wireless Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	735.80	735.80
<b>Contract No. 20061220</b>				
11	NAVI-Building Permits Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	2,512.90	2,512.90
12	NAVI-Code Enforcement Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	1,530.10	1,530.10
13	NAVI - Cash Receipts Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	1,469.00	1,469.00
14	NAVI - Customer Information Systems Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	6,955.00	6,955.00
15	NAVI - Contact Management Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	3,057.60	3,057.60
16	NAVI-DMS - Document Management Services Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	263.90	263.90
17	Naviline-Land/Parcel Management	1.00	1,557.40	1,557.40

EXHIBIT B  
 PAGE 3 OF 9

**SUNGARD PUBLIC SECTOR**

1000 Business Center Drive  
 Lake Mary, FL 32746  
 800-727-8088  
 www.sungardps.com

**Invoice**

<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
LG	40705	31/Aug/2011	2 of 3

Bill To: City of Plano  
 P.O. Box 860279  
 PLANO, TX 75086-0279  
 United States  
 Attn: Amy Powell 972-941-7342

Ship To: City of Plano  
 P.O. Box 860279  
 PLANO, TX 75086-0279  
 United States  
 Attn: Amy Powell 972-941-7342

<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1	2115LG City of Plano		USD	NET30	30/Sep/2011

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Oct/2011, End: 31/Dec/2011			
18	NAVI - WorkOrders/Fac Mgmt. Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	4,288.70	4,288.70
19	QRep Catalogs for BPJ, CRJ, CXJ, LXJ, WFJ Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	5.00	80.60	403.00
20	Click2Gov - Citizen Request Tracking Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	1,058.20	1,058.20

Contract No. 9712054

1	QRep Administrator - Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	78.00	78.00
2	QRep End User Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	6.00	78.00	468.00
3	Retrofit Modification Option Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	33.00	25.00	825.00

Contract No. 9900940

5	QRep Administrator Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	2.00	78.00	156.00
6	QRep End User Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	2.00	78.00	156.00

Page Total 7,432.90

EXHIBIT     B      
 PAGE     4     OF     9

**SUNGARD** PUBLIC SECTOR

1000 Business Center Drive  
Lake Mary, FL 32746  
800-727-8088  
www.sungardps.com

**Invoice**

<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
LG	40705	31/Aug/2011	3 of 3

Bill To: City of Plano  
P.O. Box 860279  
PLANO, TX 75086-0279  
United States  
Attn: Amy Powell 972-941-7342

Ship To: City of Plano  
P.O. Box 860279  
PLANO, TX 75086-0279  
United States  
Attn: Amy Powell 972-941-7342

<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1	2115LG City of Plano		USD	NET30	30/Sep/2011

No	SKU Code/Description/Comments	Units	Rate	Extended
[REDACTED]				

Remit Payment To: SunGard Public Sector Inc.  
Bank of America  
12709 Collection Center Drive  
Chicago, IL 60693

Subtotal	27,567.30
Sales Tax	0.00
Invoice Total	27,567.30
Payment Received	0.00
Balance Due	27,567.30

EXHIBIT B  
PAGE 5 OF 9

PSA Reference Number:

**SUNGARD<sup>®</sup> PUBLIC SECTOR**

1000 Business Center Drive  
 Lake Mary, FL 32746  
 800-727-8088  
 www.sungardps.com

**Invoice**

<b>Company</b>	<b>Document No</b>	<b>Date</b>	<b>Page</b>
LG	40706	31/Aug/2011	1 of 1

Bill To: City of Plano  
 P.O. Box 860279  
 PLANO, TX 75086-0279  
 United States  
 Attn: Attn: Accounting Department

Ship To: City of Plano  
 P.O. Box 860279  
 PLANO, TX 75086-0279  
 United States  
 Attn: Amy Powell 972-941-7342

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1	2115LG City of Plano		USD	NET30	30/Sep/2011

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 20051497				
1	CIS Voice Response Selectron Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	482.30	482.30
2	Delinquency Call Out Listing Interface Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	158.60	158.60
3	CIX IVR Credit Card Interface Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	158.60	158.60

Page Total 799.50

Remit Payment To: SunGard Public Sector Inc.  
 Bank of America  
 12709 Collection Center Drive  
 Chicago, IL 60693

Subtotal	<span style="border: 1px solid black; padding: 2px;">799.50</span>
Sales Tax	<span style="border: 1px solid black; padding: 2px;">0.00</span>
Invoice Total	<span style="border: 1px solid black; padding: 2px;">799.50</span>
Payment Received	<span style="border: 1px solid black; padding: 2px;">0.00</span>
Balance Due	<span style="border: 1px solid black; padding: 2px;">799.50</span>

EXHIBIT     B      
 PAGE     6     OF     9    

PSA Reference Number:

**SUNGARD' PUBLIC SECTOR**

1000 Business Center Drive  
 Lake Mary, FL 32746  
 800-727-8088  
 www.sungardps.com

**Invoice**

<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
LG	40504	31/Aug/2011	1 of 1

Bill To: City of Plano  
 P.O. Box 860279  
 PLANO, TX 75086-0279  
 United States  
 Attn: Amy Powell 972-941-7342

Ship To: City of Plano  
 P.O. Box 860279  
 PLANO, TX 75086-0279  
 United States  
 Attn: Amy Powell 972-941-7342

<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1	2115LG City of Plano		USD	NET30	30/Sep/2011

No	SKU Code/Description/Comments	Units	Rate	Extended
<b>Contract No. 070441</b>				
2	Looking Glass - Centralized Address Manager Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	1.00	521.33	521.33
<b>Contract No. 20030243</b>				
1	GTG Looking Glass Viewer Web Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	20.00	32.06	641.20

Page Total 1,162.53

Remit Payment To: SunGard Public Sector Inc.  
 Bank of America  
 12709 Collection Center Drive  
 Chicago, IL 60693

Subtotal	<span style="border: 1px solid black; padding: 2px;">1,162.53</span>
Sales Tax	<span style="border: 1px solid black; padding: 2px;">0.00</span>
Invoice Total	<span style="border: 1px solid black; padding: 2px;">1,162.53</span>
Payment Received	<span style="border: 1px solid black; padding: 2px;">0.00</span>
Balance Due	<span style="border: 1px solid black; padding: 2px;">1,162.53</span>

EXHIBIT       B        
 PAGE       7       OF       9      

PSA Reference Number:

**SUNGARD' PUBLIC SECTOR**

1000 Business Center Drive  
 Lake Mary, FL 32746  
 800-727-8088  
 www.sungardps.com

**Invoice**

<i>Company</i>	<i>Document No</i>	<i>Date</i>	<i>Page</i>
LG	40505	31/Aug/2011	1 of 1

Bill To: City of Plano  
 P.O. Box 860279  
 PLANO , TX 75086-0279  
 United States  
 Attn: Lynn Woodall-Planning Dept 972-941-7156

Ship To: City of Plano  
 P.O. Box 860279  
 PLANO, TX 75086-0279  
 United States  
 Attn: Amy Powell 972-941-7342

<i>Customer Grp/No.</i>	<i>Customer Name</i>	<i>Customer PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1 2115LG	City of Plano		USD	NET30	30/Sep/2011

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 20041198				
1	GTG GIS Software Maintenance Start: 01/Oct/2011, End: 31/Dec/2011	15.00	46.34	695.10

Page Total 695.10

Remit Payment To: SunGard Public Sector Inc.  
 Bank of America  
 12709 Collection Center Drive  
 Chicago, IL 60693

Subtotal	<span style="border: 1px solid black; padding: 2px;">695.10</span>
Sales Tax	<span style="border: 1px solid black; padding: 2px;">0.00</span>
Invoice Total	<span style="border: 1px solid black; padding: 2px;">695.10</span>
Payment Received	<span style="border: 1px solid black; padding: 2px;">0.00</span>
Balance Due	<span style="border: 1px solid black; padding: 2px;">695.10</span>

EXHIBIT     B      
 PAGE     8     OF     9    

PSA Reference Number:

**SUNGARD' PUBLIC SECTOR**

1000 Business Center Drive  
 Lake Mary, FL 32746  
 800-727-8088  
 www.sungardps.com

**Invoice**

<b>Company</b>	<b>Document No</b>	<b>Date</b>	<b>Page</b>
LG	40360	31/Aug/2011	1 of 1

Bill To: City of Plano  
 P.O. Box 860279  
 PLANO, TX 75086-0279  
 United States  
 Attn: Amy Powell 972-941-7342

Ship To: City of Plano  
 P.O. Box 860279  
 PLANO, TX 75086-0279  
 United States  
 Attn: Amy Powell 972-941-7342

<b>Customer Grp/No.</b>	<b>Customer Name</b>	<b>Customer PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
1 2115LG	City of Plano		USD	NET30	30/Sep/2011

No	SKU Code/Description/Comments	Units	Rate	Extended
<b>Contract No. 20061220</b>				
1	Electronic Learning Pass (HELP) Card-LF Maintenance Start: 01/Oct/2011, End: 30/Sep/2012	1.00	4,800.00	4,800.00

Page Total **4,800.00**

Remit Payment To: SunGard Public Sector Inc.  
 Bank of America  
 12709 Collection Center Drive  
 Chicago, IL 60693

Subtotal	4,800.00
Sales Tax	0.00
Invoice Total	4,800.00
Payment Received	0.00
Balance Due	4,800.00

EXHIBIT B  
 PAGE 9 OF 9

PSA Reference Number:

## INSURANCE REQUIREMENTS

### 1.0 General Provisions

- 1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
- 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City
  - 1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating
- 1.6 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

**2.1 Commercial General Liability.** Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10** or the equivalent.

2.1.3 Limits of Insurance

2.1.3.1 \$1,000,000 Per Occurrence

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

3.5.1 List each insurers' NAIC Number or FEIN

- 3.5.2 List **contract number, project name**/number, name of event, location (building name, building address, etc.), date(s) of event or service being performed
- 3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City
- 3.5.4 Specifically list reference to all endorsements required herein
- 3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
- 3.5.6 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2011

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> Marsh USA Inc. TWO LOGAN SQUARE PHILADELPHIA, PA 19103-2797 Attn: Philadelphia.Cert@marsh.com/ Fax - 212-948-0360  669365-SUNGA-GAWU-11-12      HTE    GAW    WAIVE	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> SUNGARD DATA SYSTEMS INC., ITS COMPANIES AND SUBSIDIARIES 680 E. SWEDES FORD ROAD WAYNE, PA 19087	<b>INSURER A:</b> Liberty Mutual Insurance Company      23043	
	<b>INSURER B:</b> N/A      N/A	
	<b>INSURER C:</b> Liberty Insurance Corporation      42404	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-003321871-27      **REVISION NUMBER:** 4

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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 type="checkbox"/> LOC			TB2631508221041	05/01/2011	05/01/2012	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 \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2631508221051	05/01/2011	05/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLLISION PPT \$ 1,500
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA763D508221011 (AOS)	05/01/2011	05/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C				WC7631508221021 (WI, OR)	05/01/2011	05/01/2012	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

CITY OF PLANO IS INCLUDED AS AN ADDITIONAL INSURED. WAIVER OF SUBROGATION IS APPLICABLE, ONLY FOR WORKERS' COMPENSATION COVERAGE, WHERE REQUIRED BY CONTRACT AND ALLOWED BY LAW.

<b>CERTIFICATE HOLDER</b>  CITY OF PLANO ATTN: DANNY HOUSEWRIGHT SYSTEMS AND PROGRAMMING MANAGER 1117 EAST 15TH STREET PLANO, TX 75074	<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> of Marsh USA Inc.  Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: 669365

LOC #: Philadelphia



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED SUNGARD DATA SYSTEMS INC., ITS COMPANIES AND SUBSIDIARIES 680 E. SWEDES FORD ROAD WAYNE, PA 19087	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Automobile Liability  
Policy Covers  
AUTO PHYSICAL DAMAGE : Y  
Limits  
COMP/COLLISION HIRED PPT, LT TRUCK, OTHER : 3,000

