



RESOLUTION No. 2016-3280

**A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO
ENTER INTO A CONTRACT WITH SUNGARD PUBLIC SECTOR, LLC
FOR TRAKiT, A PERMITTING SOFTWARE SYSTEM**

RECITALS:

1. The City Council adopted Strategic Priorities for technology that address the need to reduce redundancies and focus on the judicious use of funds to meet long-term needs rather than applying short-term “band-aid” fixes. Another Council goal is about improving communication and the ability of citizens to do City business electronically.
2. The ePermitting system currently in place has several issues including corrupted data, Engineering is unable to issue permits, difficulty in getting data out – data is being entered into a spreadsheet to obtain reports thereby duplicating efforts and any revisions that the City would like to see has to be submitted to the State and approved which takes time.
3. In early 2014, the Community Development Department, the Engineering Services Department, Code Enforcement and the IT Department started evaluating different software packages that would meet all of our needs.
4. TRAKiT by Sungard was the system that was chosen by all of the users. TRAKiT offers the City:
 - Greater flexibility in that it is completely customizable
 - Citizen portal for access via the website
 - Contractors can submit all permits, etc. online
 - Greater integration –
 - the system can be configured to speak directly to the financial software system eliminating the need for duplicate data entry and more errors
 - directly connected to the GIS system
 - Code Enforcement, Planning, Engineering and Building cases all talk to each other
 - Inspection results can be entered from the field
5. The contract is attached as Exhibit A.

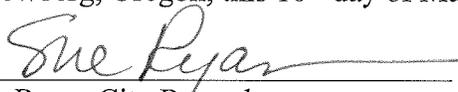
THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council, acting as contract review board for the City, does hereby authorize the City Manager Pro Tem to enter into a contract with Sungard Public Sector for TRAKiT, a permitting software system. The City Manager Pro Tem is further authorized to negotiate any final modifications to said contract.
2. The City Council authorizes the expenditure from the Water Utility Fund to front the costs of the system with the General Fund, Building Fund, other Utility and System Development Charge

Funds to pay back the Water Utility Fund the appropriate proportional amount over no more than five fiscal years.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: May 17, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 16th day of May, 2016.



Sue Ryan, City Recorder

ATTEST by the Mayor this 19th day of May, 2016.



Bob Andrews, Mayor

ORDER

By the signatures of their duly authorized representatives below, the SunGard entity identified below and the customer identified below ("Customer"), intending to be legally bound, agree to all of the provisions of this Order, and agree that this Order represents a separate contract between such SunGard entity and Customer, effective upon the latest date shown on the signature page below ("Order Execution Date").

This Order incorporates and is governed by all of the terms of the SunGard Standard Terms and Conditions version 2016 January, to be found at <http://www.sungardps.com/legal-agreements/> ("SST") as if the SunGard entity was "SunGard" and Customer was "Customer" thereunder.

Capitalized terms not defined in this Order have the meaning given them in the SST.

SunGard Public Sector LLC ("SunGard")	City of Newberg, OR ("Customer")
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

CUSTOMER # _____

SUNGARD ORDER # _____

SOLUTION AND RELATED INFORMATION

1. **SOLUTION:** SunGard TRAKiT applications identified in Project Cost Supplement, Section "A" below, Licensing
2. **INITIAL TERM:** Perpetual
3. **SCOPE OF USE:**
 - a. **DESIGNATED LOCATION(s):** 414 E. First Street, Newberg, OR 97132
 - b. **REGION:** UNITED STATES
 - c. **COVERED CONFIGURATION**
This Agreement covers the following configuration:
15 Simultaneous User licenses of the Solution purchased by Customer and installed on unlimited workstations. (Platform support Windows 7 Operating System).
4. **LICENSE AND INITIAL SUPPORT FEES:**
 - A. **License Fees:**
SEE PROJECT COST SUMMARY SUPPLEMENT, SECTION "A"

B. Support Fees for the licenses above:

YEAR	FEES
INITIAL SUPPORT TERM	No Charge
FIRST RENEWAL YEAR	\$ 29,400.00

Software Notes:

1. Interfaces are interfaces only. Customer is responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
2. Support for the Initial Support Term is provided at no charge. The Support Fee in the table above represents the support fee for the first Renewal Support Term and is payable only if Customer elects to extend the term through the first Renewal Support Term as provided for in Section 9.3 of the SST.
3. Annual Subscription Fee: The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other part written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

5. SUPPORT TERM:

- a. **INITIAL SUPPORT TERM:** 12 months from the Order Execution Date.
- b. **RENEWAL SUPPORT TERM(S):** Additional one year renewal periods commencing upon the expiration of the Initial Support Term (or anniversary thereof).

6. PROFESSIONAL SERVICES:

See Project Cost Supplement, Section “B”

Professional Services Notes:

1. Pricing is a good faith estimate based on the information available to SunGard at the time of execution of this Order. The total amount that Customer will pay for these services (i.e., the “TOTAL SERVICES FEE”) will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard’s then-current list price rates for the services at issue.
2. Travel and living expenses are additional and will be billed monthly as SunGard renders the services.

8. SUMMARY OF COSTS AND PAYMENT TERMS:

SUMMARY OF COST	Fees
Solution License Fees	\$ 147,000
Professional Services (excludes: Conversions & Customizations)	\$ 110,360
Data Conversions	\$ 20,000
Customizations/Integrations	\$ 17,500
Total	\$ 294,860

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

The amounts noted above shall be payable as follows:

License Fee:

\$76,200 the Execution Date.
\$70,800 due July 1st, 2016

Annual Support Fees: Support Fees are due thirty (30) days prior to the commencement of the Renewal Support Term for which such fees are being remitted.

Professional Services Fees (includes: Discovery Phase, Configuration Phase, Testing Phase, Education Phase, Launch Phase, and Reports & Forms Development): On invoice daily, as incurred.

Data Conversion Fees: 50% July 1st 2016; 50% on invoice, upon completion.

Customizations/Integrations Fees: 50% July 1st 2016; 50% on invoice, upon completion.

9. ADDRESSES:

- a. **CUSTOMER ADDRESS FOR INVOICES:** _____
- b. **CUSTOMER ADDRESS FOR NOTICES:** _____
- c. **CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT:** _____
- d. **SUNGARD'S ADDRESS FOR NOTICES:**

SunGard Public Sector LLC
Attn: Legal Counsel
1000 Business Center Drive
Lake Mary, FL 32746

10. LIABILITY CAP: The greater of ten thousand US dollars (\$10,000) or the License Fee actually paid by Customer to SunGard under this Order

11. SPECIFIED CONFIGURATION: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard supports the Solution. Customer acknowledges that certain Solutions software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the specified configuration so that SunGard can confirm that it is a configuration on which SunGard supports use of the Solution.

12. Regulatory Access. Notwithstanding provisions in Section 8.4 of the SST, Regulatory Access, is hereby amended to include reference to the Oregon Public Records Law (OPRL) (ORS 192.420 et. seq.) including interpretations of such law by the Oregon Attorney General's office.

Any document submitted under this contract that the contracting party deems to be a "trade secret" must be specifically designated as such by the following method:

- The top of each page of the document shall be marked "TRADE SECRET- NOT PUBLIC RECORD".
- This designation shall be in bold print and a font larger than the rest of the document such that it is conspicuous.
- In the event that the trade secret is computer code and the contracting party is unable to accomplish the above designation, the contracting party will specifically inform Customer of the exact items deemed trade secrets by sending a letter addressed to the City Attorney with a list of the specific items in detail sufficient to separate material which is a trade secret, from material which is not a trade secret. This letter must be received by Customer prior to receipt of the material deemed a trade secret.

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The Trade Secret exemption under ORS 192.501(2) is a conditional exemption, meaning that there may be circumstances under which Customer is required to disclose trade secrets when Customer believes that the public interest requires disclosure. Unless there is clear and convincing evidence of bad faith on behalf of Customer, the parties agree that Customer may unilaterally make the determination whether to release the information. The parties further agree that there shall be no liability on behalf of Customer for such a determination and release of information, absence clear and convincing evidence of bad faith.

13. Choice of Law; Severability. Notwithstanding provisions in 10.10 (a) Jurisdiction and Governing Law of the Agreement, is hereby changed to be in accordance with the, laws of the State of Oregon, with jurisdiction in the Yamhill County Circuit Court.

14. OTHER TERMS APPLICABLE TO THIS ORDER:

- **PROJECT COST SUPPLEMENT**
- **SUPPORT SUPPLEMENT**
- **SUNGARD TRAVEL EXPENSE GUIDELINES**
- **PROJECT SCOPE OF WORK**

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PROJECT COST SUPPLEMENT

A. LICENSING

Core Suite	\$67,500	15	Users (concurrent)
GeoTRAK			
PermitTRAK			
ProjectTRAK			
AEC TRAK			
CodeTRAK			
CRM TRAK			
Regulatory Licensing Suite	\$15,000	5	Users (concurrent)
GIS Engine – Standard	\$12,500		
Mobility – iTRAKiT Inspect & Code modules	\$20,000		
eCitizen Portal	\$20,000		
Cashiering Suite – Standard Merchant	\$12,000		
Sub-total:			\$ 147,000
Total Licensing:			\$ 147,000

B. SERVICES

Discovery Phase			
Upfront Remote Training	\$1,280	8	Remote Hours
Onsite Meetings	\$4,800	24	Onsite Hours
Remote Reviews	\$8,000	50	Remote Hours
Configuration Phase			
Remote Configuration	\$35,000	200	Remote Hours
Testing Phase			
Onsite Training	\$3,840	24	Onsite Hours
Onsite Meetings	\$8,000	40	Onsite Hours
Remote Configuration	\$17,500	100	Remote Hours
Education Phase			
Onsite End User	\$12,800	80	Onsite Hours
Remote eTRAKiT Admin	\$640	4	Remote Hours
Remote Administrator	\$750	1	Attendee(s)
Remote Report Writing	\$750	1	Attendee(s)
Launch Phase			
Onsite Go Live Assistance	\$3,200	16	Onsite Hours
Data Conversion			
Assessor/GIS Connect	\$7,000		
Accela, State BCD database	\$13,000		
Reports & Forms			
Standard Report Library	Included	100	Reports
Customized Reports	\$1,800	8	Remote Hours
Permit Library	\$3,500	1	Library
Enforcement Library	\$2,500	1	Library
Plan Corrections Library	\$2,500	1	Library
Regulatory License Library	\$3,500	1	Library

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Customizations/Integrations

Enhancements	\$15,000
Financial System: Springbrook	\$2,500

Total Services: **\$147,860**

Total Licensing & Services: **\$294,860**

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

SUPPORT SUPPLEMENT

1. SunGard shall provide to Customer, during SunGard's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution or Custom Modification (the "Release"), as applicable.
2. SunGard shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving Errors reported by Customer in accordance with this Order. Customer shall provide to SunGard reasonably detailed documentation and explanation, together with underlying data, to substantiate any Error and to assist SunGard in its efforts to diagnose, reproduce and correct the Error. These support services shall be provided by SunGard at Customer location(s) if and when SunGard and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported Error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of SunGard, then Customer shall pay for SunGard's investigation and related services at SunGard's standard professional services rates. Customer must provide SunGard with such facilities, equipment and support as are reasonably necessary for SunGard to perform its obligations under this Order, including remote access to the Specified Configuration.
3. Customer shall promptly install and/or use any Release provided by SunGard to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever SunGard determines, in its sole discretion, that such updates are necessary.
4. Support Surcharge Imposed In Certain Instances: At the commencement of any Renewal Support Term where Customer is operating on a Solution version that is more than two (2) general release versions behind the then-current release for any Solution, SunGard will assess a ten percent (10%) surcharge over and above the support fee for that Renewal Support Term, with such surcharge to be imposed on a prorated basis for the portion of the Renewal Support Term that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Solution in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the support surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

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Support Standards

I. Support Hours: Hours During Which SunGard Public Sector’s Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer’s Local Time within the continental United States, excluding holidays (“5x9”).

II. Targeted Response Times.

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

With respect to SunGard’s support obligations, SunGard will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution or Custom Modifications identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard “Telephone Support” hour occurring after SunGard’s receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning SunGard’s Solution/Custom Modification is not performing a process that has caused a complete work stoppage.	SunGard 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, SunGard 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.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning SunGard’s Solution/Custom Modification is 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.	SunGard has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning SunGard’s Solution/Custom Modification is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor 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.	SunGard 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) SunGard’s support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard’s online support portal, and b) when SunGard’s support representative assigns a case number and conveys that case number to the Customer.*

Customer must provide remote access to its facility using a SunGard approved remote access client so that SunGard can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for SunGard staff and each session participant.

SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – SunGard will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more SunGard employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – SunGard staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner

PROJECT SCOPE OF WORK

Statement of Work (____ pages in total, including an additional cover page plus a table of contents) are inserted immediately following this Cover Page.