

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 190-15

Department Source: Police

To: City Council

From: City Manager & Staff

Council Meeting Date: 12/7/2015

Re: Amendment to Software License & Services Agreement with SunGard Public Sector, Inc for Police Records Management software.

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

Supporting documentation includes: None

Executive Summary

Staff has prepared for Council consideration a Resolution authorizing the First Amendment to the Software License and Services Agreement with SunGard Public Sector, Inc for Police Records Management System (RMS) software.

Discussion

After further review by SunGard Public Sector, Inc it was determined that additional modules are needed to provide the proper functionality of the Records Management System (RMS). These modules include: warrant request form, racial profiling, fleet maintenance - inspection, and data conversion. The addition of these modules is crucial to a successful implementation of the Police Records Management System (RMS) software program.

Fiscal Impact

Short-Term Impact: First Amendment additional cost of \$155,960.00, which will be paid from remaining available budget in the Records Management System Capital Improvement Project (CIP#00498). This brings the total License & Software Agreement with SunGard Public Sector, Inc to \$1,104,253.12 for the Records Management System (RMS) software.

Long-Term Impact: First Amendment additional cost for Annual Software Maintenance is \$4,288.00. This brings the total Annual Software Maintenance (including all upgrades) to \$72,258.00 for the Records Management System (RMS) software.

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Governance and Decision Making

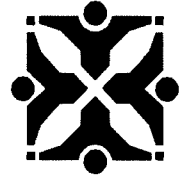
Strategic Plan Impact: Public Safety...Safe Wherever you Live, Work, Learn and Play

Comprehensive Plan Impact: Not Applicable

Suggested Council Action

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Should Council agree, staff recommends passage of the legislation for First Amendment to the Software License & Services Agreement with SunGard Public Sector, Inc for Police Records Management System (RMS) software.

Legislative History

R102-15: Original Software License & Services Agreement with SunGard Public Sector, Inc for Police Records Management System (RMS) software.



Department Approved



City Manager Approved

Introduced by _____ Council Bill No. R 190-15

A RESOLUTION

authorizing a First Amendment to the software license and services agreement with SunGard Public Sector, Inc. for a Records Management System (RMS) for the Police Department.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a First Amendment to the software license and services agreement with SunGard Public Sector, Inc. for a Records Management System (RMS) for the Police Department. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof.

ADOPTED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

**FIRST AMENDMENT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT
BETWEEN
THE CITY OF COLUMBIA, MISSOURI
AND
SUNGARD PUBLIC SECTOR, INC.**

This FIRST AMENDMENT (hereinafter "First Amendment") to the June 17, 2015 Software License and Services Agreement (hereinafter "Original Agreement") between SunGard Public Sector, Inc., a corporation organized in the State of Florida with authority to transact business within the State of Missouri (hereinafter "SunGard Public Sector") and the City of Columbia, Missouri, a municipal corporation (hereinafter "Customer") is entered into on the date of the last signatory noted below.

WHEREAS, on June 17, 2015, the Parties entered into an Agreement for the purchase of licenses and services for a police records management system; and

WHEREAS, the Parties hereto desire to formally amend this Original Agreement and desire to be bound by the terms contained in the Original Agreement and contained in this First Amendment.

NOW, THEREFORE, it is agreed that the said Original Agreement shall be amended as follows:

1. AMENDED SECTIONS:

- a. Customer desires to purchase additional software modules and services as outlined in Exhibit 1 of this First Amendment for the prices specified in the attached Exhibit 1. This Exhibit 1 supplements the Exhibit 1 attached to the Original Agreement. With respect to the RMS data conversion outlined in Exhibit 1 to this First Amendment, the description and pricing in this Exhibit 1 replaces the description and pricing in Exhibit 1 to the Original Agreement.

- b. Section 40 of the Original Agreement shall be amended to add subsection (d) set forth herein:

40. Costs Not to Exceed.

.....

(d) Total costs to the Customer for the purchase of the additional Software and Services contained in Exhibit 1 to the First Amendment, excluding maintenance costs, shall not exceed the price of one hundred fifty-five thousand nine hundred and sixty dollars (\$155,960.00).

- c. Section 8 of the Software Maintenance Supplement to the Original Agreement is hereby removed and replaced with the following:

8. Successor Product/Technology Upgrades. Subject to the provisions of this Maintenance Supplement, on a when-and-if available basis, if SunGard Public Sector in its sole discretion upgrades the Software to new technology, rebrands the Software, or provides substantially similar functionality using new technology platform or architecture ("Successor Product/Technology Upgrade"), then Customer has the option to migrate to such Successor Product/Technology

Upgrade for Customer's licensed parameters of use (e.g. number of workstations, users, as applicable) at no additional charge provided that Customer is then subscribing to Support and Maintenance services hereunder.

2. ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this First Amendment, all other terms of the Original Agreement entered into between the Parties shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have entered into this First Amendment on the date of the last signatory written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this First Amendment is within the purpose of the appropriation to which it is to be charged account 440-8800-518.49-90 C00498 and that there is an unencumbered balance to the credit of such account sufficient to pay therefore in an amount not to exceed \$155,960.00 for the purchase of the additional software modules and services (excluding maintenance) as defined in Exhibit 1 attached to the First Amendment (see Section 40(d) set forth above.

By: _____
John Blattel, Director of Finance

SUNGARD PUBLIC SECTOR, INC.

By: _____

Name: Jillian Macau, Vice President Support Operations
~~Sungard Public Sector Inc~~

Title: _____

Date: 11/18/15

ATTEST:

By: J. Moore

Name: Heather Moore

Title: Contracts Specialist II

SUNGARD® PUBLIC SECTOR

Software & Services Quote

Date	Quote #	Acct Mgr
10/05/15	GSOQ2305	David Montville

Quote Prepared For:

Columbia, MO
Tony St Romaine
701 E Broadway, 5th Floor
Columbia, MO 65201
Phone: (573) 874-7721
Fax: (573) 442-8828

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
COLUMBIA, MO ADD-ON APPLICATION AND RMS DATA CONVERSION					
1	RMS-RPRF-T6+	TRAFFIC STOPS (RACIAL PROFILING) MODULE This module allows officers to document required traffic stop information. Each agency's data collection form must be approved by Product Management.	\$3,750.00	\$3,750.00	\$600.00
1	RMS-FLMAINT-T6	FLEET MAINTENANCE MODULE This module is used to record and report on scheduled and spotadic maintenance done on the agency's vehicle fleet.	\$3,800.00	\$3,800.00	\$608.00
55	MCT-MFR-FLMAINT-T1-10	FLEET MAINTENANCE The MFR Fleet Maintenance module is designed to replace the paper based fleet inspection function. The following capabilities are provided: Officers in the field can enter the condition of the equipment that has been assigned to the car on a daily basis. Users can enter and track vehicle condition including fuel, mileage, repairs need, and damage as well as track the condition of additional equipment assigned to the vehicle. The Vehicle Inspection report can be printed in the field and also be pushed to RMS Fleet Inspection module. RMS Fleet inspection module is a prerequisite for buying the MFR Fleet Inspection module.	\$150.00	\$8,250.00	\$1,320.00
55	MCT-MFR-RACEPROF-T6	MFR CLIENT - RACIAL PROFILING The Racial Profile module has been developed for both MFR and RMS applications and allows officers to document required traffic stop information from their mobile computers, MobLAN or RMS. Agencies may use any or all of these methods to record traffic stop data. Each agency's form for racial profile data collection may vary and must be approved by Product Management.	\$200.00	\$11,000.00	\$1,760.00
1	DISCOUNT	DISCOUNT	-\$2,000.00	-\$2,000.00	\$0.00
			SubTotal:	\$24,800.00	
PROFESSIONAL SERVICES					
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING 1/2 Day RMS-Fleet Maintenance	\$1,280.00	\$1,280.00	\$0.00

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
1	MCT-ADD-TRN	MCT & MFR ADD ON MODULE USER TRAINING 1/2 Day MFR-FLTMNT 1/2 Day MFR-RACIAL	\$1,280.00	\$1,280.00	\$0.00
1	RMS-PROF-ADD	WARRANT REQUEST FORM SunGard will provide the ability to print a Warrant Request form based on the sample provided by Columbia PD. The Warrant Request form will be available to print within the PC Affidavit sub-module in the MFR and RMS Incident modules in addition to the PC Affidavit document which was contracted in a separate quote. The following fields will be added to the PC Affidavit screen for the purposes of including the data on the Warrant Request form: " Warrant Request Number - Free form field " Related to Domestic Violence - Y/N toggle field " 3 checkbox fields to indicate which attachments are included with the Warrant Request " Additional Comments for Consideration narrative field. Data elements already included in the PC Affidavit sub-module may be used to populate other details on the Warrant Request form (Ex: Officer Name). Further details will be defined in a formal statement of work.	\$4,600.00	\$4,600.00	\$0.00
			Running SubTotal:	\$31,960.00	
RMS DATA CONVERSION					

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
1	RMS-DATACONV	RMS DATA CONVERSION	\$124,000.00	\$124,000.00	\$0.00

SunGard proposes conversion services to convert data from the client's legacy records system into the ONESolution RMS modules listed below for the sum of \$124,000.

- (1)-Master Names, SMT, Physic, no History
- (2)-Mugshot Images
- (3)-Incidents
- (4)-Arrests
- (5)-Case Mgt. - Historical Case Activity
- (6)-Evidence
- (7)-Citation
- (8)-Accident
- (9)-Field Contact
- (10)-Intelligence
- (11)-Personnel
- (12)-Bike Registration
- (13)-System Attachments

Long Description

Data Conversion includes converting legacy data for a single agency only. All source data must be from a single source product/database. The customer must provide complete copies of the source data as required throughout the conversion project. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the destination format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. If the client cannot extract legacy data or files in an approved format the services of a third party company may be required. Costs or services associated with third party data extraction and delivery are specifically excluded. All data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work must be accepted, signed and returned by the client before conversion work can begin.

ONESolution data conversions are performed on a modular basis. This means data is not converted "all at once" but instead, module by module with quality review and feedback between modules. SunGard conversion developers will work with customer provided data experts, documentation or 3rd party resources as required to understand legacy data structures, relationships and legacy business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution values as required. SunGard will provide codes requiring translation. Translation data must be returned before iteration 2 of conversion can begin and within 7 business days of receipt to maintain the projected timeline. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. Therefore the Client maintains responsibility for confirming accuracy of converted data. The client must allocate staff as necessary to thoroughly review converted data and record all adjustments needed during

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Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
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each iteration. Quality review must be thorough; all issues must be combined into a single list, per module; feedback for required adjustments must be returned within 5 business days after delivery of the data. If, after 5 days, no feedback has been received SunGard will send a reminder email to project stakeholders regarding the lack of responsiveness. If there is still no response 5 days after the reminder message has been sent, the current iteration/module will be closed and the next iteration cycle will start by default. If the client is non-responsive for a period of 60 days SunGard may close the conversion project and resources assigned for the project may be released. Should this occur, the project must be re-planned and restarted, which will result in additional costs and a new schedule. This proposal includes a limited number of review and feedback iterations. Up to 3 (three) iterations of upload, review and feedback, per module, are included in the pricing provided. Adjustments will be made between each data upload to achieve the best result possible. After the third iteration of each module, SunGard will provide a module acceptance form. The Customer must return the signed module acceptance form for each module prior to delivery of converted data into the final environment. The final (fourth) data upload is for customer acceptance of the data conversion, as a whole and with converted data in its permanent destination. Should the conversion require more than 3 iterations for any given module, to correct issues that could have been identified by more thorough customer review or more timely customer feedback the effort for those iterations will be billed on an hourly basis at the current SunGard rate for data conversion services. On an average basis the effort for additional conversion iterations is 12 hours per module. The proposal includes final conversion into the respective ONESolution product production environment(s) hosted on customer provided equipment unless specifically stated otherwise. Any change to the conversion type/approach (production, archive or hybrid) must be made as soon as early in the project as is possible and should be considered an irreversible change to the scope of the project due to the varying work approaches.

Conversion of data to any module not listed in this proposal or conversion of data from additional systems is specifically excluded and will require additional analysis, scope, definition and pricing.

It is understood that minor data manipulation may be needed during conversion to "clean-up" legacy data that may not be suitable for conversion as-is. Requests for data cleanup must be limited to items of large scale, affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, one-off, discrete or unusual occurrences of specific mistakes in the legacy data may be considered at an additional cost. Proactive identification of data anomalies, discussion of business rules and relationships between legacy data elements will support a conversion with the best possible quality and help maintain the timeline of the conversion.

Ongoing maintenance for conversion issues is not unlimited. Conversion processes include multiple opportunities for identification and correction of problems during the iterative cycles of review and feedback. In as much, SunGard will provide support for newly reported issues of problems with conversion for a period of 60 days following acceptance of the converted data for conversion into the final destination or 30 days after initial production use of the converted data, whichever is later. Any issue reported after the window of support will require additional analysis, a written definition of scope of work and is subject to additional costs. Requests for conversion support outside this period of time should be initiated through your SunGard account executive.

Master records will be converted based on their use in converted data. Matching conditions vary by data type. If the matching condition is not met, a new master record will be created otherwise the converted record will be linked to the existing master record.

The conversion pricing does not include professional services costs for setup of the conversion environment, training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

Running SubTotal: \$155,960.00

Qty	Part Number	Product Description	Unit Price	Extended Price	Annual Maintenance
Shipping:				\$0.00	
Total:				\$155,960.00	\$4,288.00

This quote is valid until 12/30/15