

RESOLUTION 17-76


A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH RAMUNDSEN PUBLIC SECTOR, LLC AS SUCCESSORS IN INTEREST TO SUNGARD PUBLIC SECTOR, LLC FOR APPLICATION SERVICE PROVIDER MONTHLY SERVICES IN THE AMOUNT OF \$319,470.87, AND ONE TIME FEES FOR TIME CLOCK HARDWARE, DEVELOPMENT AND MANAGEMENT PROFESSIONAL SERVICES, AND EXECUTIME TIME AND ATTENDANCE START UP FEE IN THE AMOUNT OF \$52,000; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Agreement renewing the City's contract dated December 10, 2003, with Ramundsen Public Sector, LLC as successors in interest to SunGard Public Sector, LLC, for application service provider (ASP) monthly services for three years beginning May 1, 2017, in the total amount of Three Hundred Nineteen Thousand Four Hundred Seventy Dollars and Eighty Seven Cents (\$319,470.87) and one time fees for time clock hardware, development and management professional services, and ExecuTime time and attendance start up fee in the amount of \$52,500, in substantially the form attached and presented to the Council today, draft dated March 13, 2017, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 23rd day of March, 2017.

CITY OF PANAMA CITY BEACH

By: 
Mike Thomas, Mayor

ATTEST:

Diane Fowler, City Clerk

SUNGARD® PUBLIC SECTOR

Supplement to the Ramundsen Public Sector, LLC. Application Service Provider Agreement Schedule A - Order Form

This Schedule A - Order Form is entered into under the terms and conditions of the Ramundsen Public Sector, LLC as successors in interest to SunGard Public Sector LLC Application Service Provider Agreement dated December 10, 2003 (Agreement), between **Ramundsen Public Sector, LLC. (SunGard)** and **City of Panama City Beach, FL (Customer)**. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Customer Name: City of Panama City Beach, FL

Agreement Number: PANA-2080LG-170025-1

	Yes	No
Initial Order Form		X
Replacement Order Form		X
Replaces Order Dated		

- Term:** Begins May 1, 2017 and shall continue for a period of thirty-six (36) months.
- Application Groups:** Hardware, Professional Services, Start Up Fee and Monthly Access Fees

	Applications and/or Services	Hardware	Professional Services	Start Up Fee	Monthly Access Fee
Renewal Services	PANA-2080LG-141287-1, -2, -3, -4				
Existing NavLine Products (Currently Licensed)	GMBA w/Extended Reporting (GM/ER), Customer information Systems (CX) CIS Handheld Base Integration (CU), Cash Receipts (CR), Document Management Services (DX), Click2Gov Core Module (K1), Click2Gov Customer Information System (K2), Payroll/Personnel (PR), Land Management (LX), One Point POS (KM), QREP Catalogs (CX, GM, CR, PR, LX) -CJ, Edge User	N/A	N/A	N/A	\$ 6,675.05
Existing Third Party Products (Currently Licensed)	Cognos Admin (1) - CG, Cognos End User (5) -CG, Rec Trac I/F to GMBA (VG), RecTrac for Cash Receipts (VI), ASP ACOM EZPayManager Laser Checks Module, Documents Design for Payroll, Direct Deposit & Accounts Payable (ACOM-ASP-CHECKS), NavLine Edge (UL)	N/A	N/A	N/A	Included in Monthly Fee
New NavLine Products	Time & Attendance Interface - Executime (TC)	N/A	N/A	N/A	111.00
NavLine Products Inquiry Only	Occupational Licenses - OL, NavLine Click2Gov Business License - K6, Qrep Catalog OL -- CJ	N/A	N/A	N/A	N/A
New Third Party Products	ExecuTime Time & Attendance up to 500 (EXEC-TIM-ATT) ExecuTime Time & Attendance Mobile (EXEC-MOBL-ACC)	N/A	N/A	\$ 1,500.00	1,913.00
New Third Party Hardware	Time Clocks, • 18 TouchTime II Biometric Clocks (Part Number: 3007-A0007) (EXEC-MISC-HW)	\$48,510.00	N/A	N/A	N/A
Professional Services	Development \$1,600 Management \$640	Project	\$ 2,240.00	N/A	N/A
Retrofit Maintenance	Retrofit Modification (13)	N/A	N/A	N/A	Included in Monthly Fee
Hardware Allocation	VPN Concentrator Option to include management and configuration VPN tunnel, Click2Gov Hardware and software will be hosted and managed by Ramundsen Public Sector.	N/A	N/A	N/A	Included in Monthly Fee
Services	Setup, Implementation, ASP Helpcard, Disaster Recovery Plan for Ramundsen Public Sector applications	N/A	N/A	N/A	Included in Monthly Fee
Total Proposed System:		\$48,510.00	\$ 2,240.00	\$ 1,500.00	\$ 8,699.05

- Payment Terms:**
 - Hardware Fees: Due upon Execution.
 - Professional Services Fees: Due upon Execution.
 - Startup Fees: Due upon Execution.
 - Monthly Access Fee: The initial Monthly Access Fee will be due May 1, 2017. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis for a term of thirty-six (36) months at the rates listed below.

May 1, 2017 through April 30, 2018	\$8,699.05 per month or \$104,388.60 per year;
May 1, 2018 through April 30, 2019	\$8,873.03 per month or \$106,476.37 per year;
May 1, 2019 through April 30, 2020	\$9,050.49 per month or \$108,605.90 per year;

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard is seeking reimbursement, shall be invoiced monthly.

Notes:

Following the execution of this Schedule A-Order Form, any new Modification Retrofits provided by SunGard will be added to the next annual renewal period, pursuant to Section 4 below.

Monthly Access Fees listed above are for the Applications and Services listed in this Schedule A-Order Form only.

- 4. **Modification Retrofits:** For each non-standard Application in library HTEMOD that was written by SunGard or any Application that has had custom modifications performed by SunGard at the Customer's request, SunGard will perform all necessary programming to ensure that the program is compatible with each new software release, version, or program temporary fix made available by SunGard. Fees for Modification Retrofits to be maintained are determined on an annual basis. This determination is based upon the number of modified objects prior to the beginning of each annualized ASP Term multiplied by the then current rate charged per object.
- 5. **Hardware:** The Click2Gov Server shall reside at SunGard's Lake Mary office. The Click2Gov Server is owned by SunGard and are not the property of the Customer. The VPN Concentrator Option includes a router, which will be provided by SunGard to Customer. The router is, and shall remain, the property of SunGard.
- 6. **Third Party Software and Hardware:** Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard does not make any warranties nor provide any source code for any non-SunGard products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

CITY OF PANAMA CITY BEACH, FL

RAMUNDSEN PUBLIC SECTOR, LLC.

Authorized Signature

Authorized Signature

Print Name & Title

Lisa Neumann, Controller

Print Name & Title

Date

March 13, 2017

Date

COGNOS THIRD PARTY PRODUCTS SUPPLEMENT

1. **Additional Definitions.** "Cognos Software Modules" means any of the software provided to SunGard by International Business Machines Corporation ("IBM") and identified under the name "Cognos" in the Third Party Products schedule of this Order.
2. **Ownership.** IBM owns the Cognos Software Modules.
3. **Restrictions on Use of Cognos Software Modules.** Customer's use of the Cognos Software Modules is subject to the terms and conditions of the IBM Licensing Information Document and all licensing files, including Notices files, which accompany or are included in the Cognos Software Module. Additionally, Customer's use of the Cognos Software Modules is subject to the following terms and conditions:
 - (a) Customer has the right to use the Cognos Software Modules only in Object Code form only;
 - (b) Customer acknowledges that the Cognos Software Modules are proprietary to IBM and are supplied by SunGard under license from IBM. Title to the Cognos Software Modules shall at all times remain vested in IBM or its designated successor. Except for the right of use that is expressly provided to Customer under this Order no right, title or interest in or to the Cognos Software Modules is granted to Customer; and
 - (c) Customer acknowledges and understands that it is licensing the Cognos Software Modules on a "restricted use" basis. "Restricted use" means the use of the Cognos Software Modules only with the following Solution/Component Systems, to the extent licensed as set forth in this Order: SunGard ONESolution, NaviLine TRAKiT and PLUS software applications. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the ONESolution, NaviLine, TRAKiT and PLUS software applications system(s) set forth in this Order.

EXECUTIME SUPPLEMENT

1. Additional Definitions.

“ExecuTime Products” means the products provided to Customer by ExecuTime Software, LLC. “ExecuTime”) which is identified in the Third Party Products schedule of this Order as the “ExecuTime” products.

“ExecuTime Terms and Conditions” means the terms and conditions relating to the provision of the ExecuTime products as provided by ExecuTime to Customer.

2. Ownership. ExecuTime Software, LLC owns the ExecuTime Products.

3. Condition on Use of ExecuTime Products. Delivery and Customer's use of the ExecuTime Products is subject to terms of the ExecuTime Terms and Conditions. ExecuTime is solely responsible for delivering the ExecuTime Products to Customer. Delivery and Use of the ExecuTime Products shall be governed by the ExecuTime Terms and Conditions.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
03/23/2017

3. REQUESTED MOTION/ACTION:

Staff recommends approval of the Ramundsen Public Sector, LLC (Sungard) Application Service Provider (ASP) renewal contract for three (3) years as written.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The ASP renewal is due 1 May 2017. Two major changes in the renewal contract are:
Addition of Executime Time and Attendance Software/hardware/support services.
Deletion of Occupational Licenses module use allowing access for reports and data only at no charge.

There is a one time fee of \$52,250.00 for time clock hardware, development and management fees, and required operational software. Addition of the time keeping modules adds \$2,024.00 per month to the current monthly access fees.

Staff is asking Council to approve the additions and deletions adding in the Executime Time and Attendance modules and hardware. If approved, a budget amendment for the additions will follow at the 04/13/2017 Council meeting. If not approved, Staff will redo the contract without the Executime addition, which will not require a budget amendment.