

**Amendment No. 2 to the Software Support and Maintenance Agreement**

**Between**

**Advanced Utility Systems, a division of N. Harris Computer Corporation**

**-and-**

**The Board of Water Commissioners of the City of Saint Paul, d/b/a Saint Paul Regional Water Services**

**THIS AMENDMENT NO. 2** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") between the Board of Water Commissioners of the City of Saint Paul, d/b/a Saint Paul Regional Water Services ("SPRWS"), (herein called the "Organization") and Advanced Utility Systems, a division of N. Harris Computer Corporation, an Ontario corporation authorized to conduct business in the State of California, (herein called "Advanced").

**WHEREAS**, the Organization and Advanced entered into a Software Support and Maintenance Agreement on or about July 1, 2008 (the "Contract");

**WHEREAS**, the term of the Contract is set to expire on December 31, 2019; and

**WHEREAS**, Advanced and the Organization agree to extend the term of the Contract for an additional five (5) year period, only as it pertains to Support and Maintenance Services.

**NOW, THEREFORE**, the parties hereto agree to amend the Contract as follows:

- 1) Advanced shall provide support and maintenance services for a five (5) year period beginning January 1<sup>st</sup>, 2020 and ending December 31<sup>st</sup>, 2024. The annual maintenance fee for Year 1 shall be based on the 2019 maintenance fee of \$129,312.70, plus a percentage increase equivalent to the Consumer Price Index --St Paul/Mpls (CPI) standard plus one (1) percent, which shall not exceed more than five (5) percent – Thereafter, for the duration of the five (5) year amended term, the annual maintenance fee will be the same fee as the previous year, plus a percentage increase equivalent to the CPI standard plus one (1) percent which shall not exceed more than five (5) percent.
- 2) In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, Advanced shall have the option to suspend or terminate this Agreement. Suspension or termination shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.
- 3) Sections 1.1(h), 1.2, 2.1, 2.2, 3.1 and 4.39 shall be deleted from the Contract.
- 4) Section 4.21, paragraph 2 of the Contract shall be deleted and replaced with the following:

In addition to the Annual Support and Maintenance Fee, Organization shall reimburse Consultant for its direct expenses in providing support services pursuant to this Agreement, including, but not limited to courier services, photocopying, faxing and reproduction services, all reasonable travel costs, including a travel time rate of \$95 per hour, meal expenses of not more than \$70 per diem, and a \$125 per diem for weekend days (no receipts provided) and a mileage charge consistent with the Internal Revenue Service published guidelines, long distance telephone calls and all other reasonable expenses incurred in the performance of Consultant's duties hereunder.

- 5) Section 4.33(b)(i) shall be deleted and replaced with the following:

TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR DAMAGES ARISING OUT OF (i) DAMAGE TO TANGIBLE PROPERTY, (ii) INJURY OR DEATH OF PERSONS, OR (iii) INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF CONSULTANT TO ORGANIZATION FOR ALL DAMAGES, CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS SUPPORT AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO CONSULTANT UNDER THIS SUPPORT AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THIS SUPPORT AGREEMENT, UP TO AND INCLUDING THE DATE OF TERMINATION.

- 6) Exhibit 1 of the Contract shall be deleted and replaced with the Support Guidelines attached hereto as Exhibit 1.
- 7) All other terms of the Contract shall remain unchanged and in full force and effect.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the parties have caused this Amendment No. 2 to be executed by a duly authorized representative to be effective as of the Effective Date.

Advanced Utility Systems, a division of  
N. Harris Computer Corporation

By: \_\_\_\_\_

Name: Peter Fanous

Title: Executive Vice President

Approved as to form:

**BOARD OF WATER COMMISSIONERS  
OF THE CITY OF SAINT PAUL**

By: \_\_\_\_\_

Stephen P. Schneider, General Manager  
Saint Paul Regional Water Services

By: \_\_\_\_\_

Matt Anfang, President

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

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

By: \_\_\_\_\_

Lisa Veith  
Assistant City Attorney

By: \_\_\_\_\_

Mollie Gagnelius  
Secretary

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

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

By: \_\_\_\_\_

John McCarthy  
Interim Director, Office of Financial Services

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

## **Exhibit 1**

### **Standard Support and Maintenance Services – Standard Guidelines**

The purpose of this Exhibit 1 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required with written notice to the Organization; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
  - Guaranteed Support on your existing applications for life
  - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
  - Log and close calls
  - View and update calls
  - Update contact information
  - Access published documentation
  - Access available downloads
  - Access Support knowledge base
  - Participate in Discussion Forums
- Standard software releases and updates
  - Defect corrections (as warranted)
  - Planned enhancements
  - State and/or Federal mandated changes (charges may exist depending on scope)
  - Participation in beta program
  - Release notes
- Customer Care Program
  - Quarterly News Letter with support tips
  - Technical support bulletins
  - Communication on new products and services
  - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

## **Help Desk Hours**

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

## **Response Times**

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

## **Call Priorities**

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

### **Priority 1 – High**

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

### **Priority 2 - Medium**

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

### **Priority 3 - Low**

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

### **Call Process**

All issues or questions reported to support are tracked via a support call or ticket; our support analysts cannot provide assistance unless a support call or ticket is logged. Our current process for logging calls and tickets includes the following: eSupport (via website), email, phone and fax.

- Your ticket must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our ticketing system or one of our support analysts will provide you with a ticket ID to track your issue.
- Your ticket will be assigned to the first available support representative.
- As the support representative assigned to your ticket investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your ticket will be tracked in our support ticketing system. At any time, if available to you, you may log onto our ticketing system to see the status of your issue.
- Once your issue has been resolved, you will receive an automated notification by email that your ticket has been closed. This email will contain the entire event history of the issue from the time the ticket was created and leading up to the resolution of the issue. You also have the option of viewing both your open and closed tickets, if available to you, via our ticketing system.

## **Escalation Process**

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the Team Lead
- Level 3:** Contact the Manager of Support
- Level 4:** Contact the Vice President of Support Services
- Level 5:** Contact the Executive Vice President

## **Holiday Schedule**

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

## **Billable Support Services**

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

## **Test Databases and Environments**

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

## **Connection Methods**

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the Organization's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), and Terminal Services (a backup connection may be required for file transfers) however; Harris will work with the client to establish a mutually agreeable remote connection policy.