

AMENDMENT NO. 2  
SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT AND  
MAINTENANCE AGREEMENT  
(Contract No. C-6423)

This Amendment No. 2 (“Amendment”) to the Software License, Implementation and Support and Maintenance (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and N. Harris Computer Corporation, NorthStar Utilities Solution Division, a Canadian corporation authorized to do business in Arizona (“Consultant”).

RECITALS

- A. City and N. Harris Computer Corporation (“Consultant”) previously entered into Software License, Implementation and Support and Maintenance Agreement, Contract No. C-6423, dated May 27, 2008 (“Agreement”); and
- B. The Agreement had an indefinite duration unless terminated pursuant to the terms hereof; and
- C. In addition to the Agreement, the City and Consultant also entered into a separate Support and Maintenance Agreement in the form of and on the terms set out in the Schedule D of the Agreement; and
- D. City agreed to pay Consultant according to the schedule set forth in Schedule C of the Agreement.
- E. City and Consultant previously entered into C-6423-1 to upgrade the existing installation to iNovah to include an interface to the iCapture System. System Innovators, a division of N. Harris Computer Corporation, will use its extensive cashiering experience, client knowledge and industry expertise to facilitate the implementation and delivery of customized software and services to the City; and
- F. City and Consultant previously entered into C-6423-2 to upgrade the existing installation to iNovah to include an interface to the TaxMantra System. System Innovators, a division of N. Harris Computer Corporation, will use its extensive cashiering experience, client knowledge and industry expertise to facilitate the implementation and delivery of customized software and services to the City; and
- G. City and Consultant previously entered into C-6423-3 to replace the existing lockbox scanner with a new lockbox scanner from Harris NorthStar; and
- H. City and Consultant previously entered into Amendment C-6423-4 to permit the City to pay the Support and Maintenance Fee in four (4) annual installments. The City further agrees to pay Consultant additional interest/finance charge in the amount of \$7,952.56, which will be included in the City’s annual installment payment; and

- I. City and Consultant wish to modify and amend the Agreement to replace contract C-10786 and combine all related agreements to include a new five-year subscription fee schedule for Core Automation Suite, and
- J. City and Consultant wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

## AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
2. **Term.** The term of the Lease is modified to a three (3) year period beginning August 1, 2021 through July 31, 2024 and provided the option to extend for an additional two (2) years renewable on an annual basis, unless otherwise terminated or cancelled as provided by the Agreement; and
3. **Scope of Work.** City and Consultant agree that Consultant will add NorthStar Development Instance Maintenance as provided in Exhibit A.
4. **Compensation.** ARTICLE VII, Fees and Payments of the Agreement is hereby modified and amended as follows:

### **7.1 Fees and Payments**

- (a) Consultant's compensation for the Project, including those furnished by its Subcontractors will not exceed \$573,415.00 for the entire term of the agreement as provided in Exhibit B. All other provisions of the of the Agreement except as set forth in this Amendment shall remain in their entirety.

Price adjustments proposed by the Consultant must include supportive justification such as the Consumer Price Index (CPI) or formal announcement from the Consultant's suppliers that the cost of the contracted product or service has been increased, etc.

The price adjustment, if approved, will be effective and executed via a contract amendment.

5. **Insurance Certificate.** Current certificate will expire on August 1, 2021 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

6. **Non-discrimination.** Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.
9. Under no circumstances shall Consultant be liable for any special, indirect, consequential, punitive, or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if Consultant has been advised of the possibility of such damages. In any event, Consultant shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by Consultant in the twelve-month period prior to the date upon which any dispute arose.
10. **Ratification of Agreement.** City and Consultant hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona  
municipal corporation

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Kevin R. Phelps, City Manager

ATTEST:

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Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

N. Harris Computer Systems, NorthStar  
Utilities Solutions Division  
a Canadian corporation authorized to do  
business in Arizona

*Karen McKernan*

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By: Karen McKernan  
Its: Vice President, Support Services

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**EXHIBIT A**

**SCOPE OF WORK**

NorthStar Development Instance Maintenance has been added effective January 22, 2021.



**1. Contractual Amendment**

Document	Section	Amendment Impact
Software License and Support Agreement	Software Maintenance Agreement	<p>Co-Term Automation Suite Maintenance Coverage to line up with same date as NorthStar CIS and add-on product support (City of Glendale, Arizona Contract Number C-6423).</p> <p>Future renewals to be included on one invoice</p> <p>Include 5 Year Maintenance Renewal</p>

## 2. Amendment Request

1. Core Automation Suite maintenance will renew November 01<sup>st</sup> for a nine (9) month term (for the period of November 01 2021 to July 31, 2022) in the amount of \$11,819.59 in order to co-term on July 31 2022. Core AP will then be included in the August 01 2022 to July 31 2023 renewals.
2. Five Year Maintenance Renewal Term included for coverage period of August 01 2021 to July 31 2026.
3. NorthStar Development Instance Maintenance has been added (new in 2020)
4. NorthStar Customer Connect Maintenance has been added (new in 2021). Please note that CC maintenance is incremental to existing eCARE maintenance. This line item will be merged into one beginning in 2022.
5. NorthStar Development License Maintenance has been added (new in 2021)
6. This amendment takes into account maintenance coverage for products existing at time of amendment. Additional maintenance coverage may be added throughout the term. Additional maintenance fees will apply.

**3. 5 Year Renewal Term**

SOFTWARE	CURRENT MN00135951 August 01 2021- July 31 2022	August 01 2022-July 31 2023	August 01 2023-July 31 2024	August 01 2024-July 31 2025	August 01 2025-July 31 2026
	Invoice MN00135951 has been issued. NorthStar Line item of \$71,453.56 includes NorthStar, eCARE, mCARE, eDOCS, EIS, Escrow (highlighted). Beginning in 2022 these line items will be broken out individually on all maintenance invoices				
NorthStar /Care/Embedded Report Writer	\$ 44,564.92	45,901.87	47,278.93	48,697.30	50,158.22
eCARE Web Module (this amount will be rolled into CC6 maintenance beginning in 2022)	\$ 7,593.69				
mCARE Paperless Module	\$ 13,987.67	14,407.30	14,839.52	15,284.70	15,743.24
eDOCS Imaging System	\$ 1,211.76	1,248.11	1,285.56	1,324.12	1,363.85
Executive Information System	\$ 1,672.00	1,722.16	1,773.82	1,827.03	1,881.85
Escrow	\$ 2,423.52	2,496.23	2,571.11	2,648.25	2,727.89
Cisco IVR Interface Support	\$ 815.60	840.07	865.27	891.23	917.96
GUI 50 Users	\$ 6,624.23	6,822.96	7,027.64	7,238.47	7,455.63
Call 2001365	\$ 1,877.98	1,934.30	1,992.32	2,052.09	2,113.66
Customer Connect Maintenance - Beginning in 2022 Customer Connect Maintenance will replace the eCARE line item as CC6 maintenance is incremental to the eCARE charges.	\$ 3,862.50	11,799.89	12,038.01	12,399.15	12,771.12
Customer Connect Credit from 2021-2022		(112.50)			
REST API	\$ 7,725.00	7,956.75	7,983.70	8,202.81	8,448.69
REST API Credit from 2021-2022		(225.00)			
NorthStar Development License		2,463.76	2,537.67	2,613.80	2,692.22
Core Automation Year 5 (as per Glendale Contract #C-10786) will be invoiced with renewal dates of November 01 2021 to July 31 2022 in order to co-term with the balance of maintenance items beginning August 01 2022.		17,729.39	18,261.27	18,808.11	19,373.38
	92,358.85	114,985.27	118,434.83	121,987.87	125,647.51

\* NOTE: 3rd Party Maintenance rates are subject to change based on changes passed on to Harris. Any passed on rate increases from 3rd Party software vendors would be extended to Glendale, Arizona.

**4. Cancellation Policy**

This agreement shall automatically renew each year. Glendale, Arizona may terminate this agreement if written notice is provided 120 days prior to renewal date of August 01 of each renewal term noted below.

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**EXHIBIT B**

**COMPENSATION**

**7.1 Fees and Payments**

- (a) Consultant's compensation for the Project, including those furnished by its Subcontractors will not exceed **\$573,415.00** for the entire term of this agreement.