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**BILL NO. S-13-10-21**

SPECIAL ORDINANCE NO. S- 92-13

AN ORDINANCE approving CUSTOMER INFORMATION SYSTEM - INFINITY - SUPPORT AND MAINTENANCE AGREEMENT between N. HARRIS COMPUTER CORPORATION and the City of Fort Wayne, Indiana.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

**SECTION 1.** That the CUSTOMER INFORMATION SYSTEM - INFINITY - SUPPORT AND MAINTENANCE AGREEMENT by and between N. HARRIS COMPUTER CORPORATION and the City of Fort Wayne, Indiana, is hereby ratified, and affirmed and approved in all respects, respectfully for:

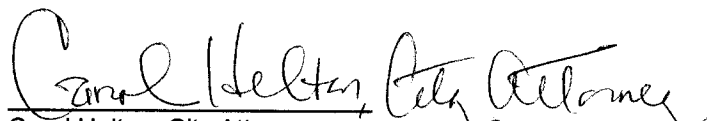
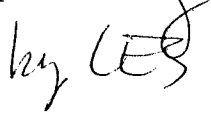
Purchase of support and maintenance services related to the CIS - Infinity software for five years:

involving an initial annual cost of NINETY-SEVEN THOUSAND AND 00/100 DOLLARS - (\$97,000.00) - escalating annually to a fifth year annual cost of ONE HUNDRED NINE THOUSAND, ONE HUNDRED SEVENTY-FOUR AND 00/100 DOLLARS - (\$109,174.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

**SECTION 2.** That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
\_\_\_\_\_  
Council Member

APPROVED AS TO FORM AND LEGALITY

  
\_\_\_\_\_  
Carol Helton, City Attorney  


# Interoffice Memo

Date: **October 17, 2013**

To: **Common Council Members**

From: **Len Poehler**, Deputy Director Business Services, Fort Wayne City Utilities

RE: **Customer Information System – Support and Maintenance Agreement**

**Companion Agreements:**

**Customer Information System - Software Implementation Services Agreement**  
**Customer Information System – Software License Agreement**

City Utilities prepares bills and processes payments for nearly 100,000 customers each month in various combinations of water, sewer, storm and trash services. The hardware and customer information software (CIS) used to process those activities are over 20 years old, obsolete and in poor repair.

The Utilities has selected a replacement system called CIS – Infinity using the competitive sealed proposal procurement methodology. Of the seven proposals, that were received, three were selected for 3-day demonstrations. Of the two finalists, Advanced Utility Systems outscored the other vendor.

The Support and Maintenance Agreement with N. Harris Computer Corporation D/B/A Advanced Utility Systems (AUS) entitles the Utilities to daily help desk, all upgrades and all enhancements to AUS's proprietary software (CIS – Infinity). CIS – Infinity will be tailored to Fort Wayne's specifications. The implementation of CIS-Infinity will span approximately 15 months. Beyond replacing obsolete software and hardware, CIS – Infinity offers significant processing and customer satisfying upgrades such as real-time processing, enhanced web based customer self-service and workflow automation. Benefits from the new system are expected in reduced phone calls, wait times, and transaction times, as well as better communication and increased use of internet transactions (e-bill, e-pay and web based self-service).

The Support and Maintenance Agreement, excluding implementation services and licensing, is a five year agreement starting at \$97,000 for the first year.

CC: BOW  
Kumar Menon  
Diane Brown

**SUPPORT AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT** made as of the 16<sup>th</sup> day of October, 2013.

**BETWEEN:**

**N. HARRIS COMPUTER CORPORATION**  
("Harris")

- and -

**CITY OF FORT WAYNE, INDIANA BY AND THROUGH  
ITS BOARD OF PUBLIC WORKS**  
("Organization")

**RECITALS**

1. Harris owns the Software which has been licensed to Organization pursuant to a Software License Agreement;
2. The Organization wishes to receive support and maintenance services related to the Software;
3. Harris shall provide the support and maintenance services related to the Software;
4. The Organization and Harris are entering into three (3) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set out in this support and maintenance agreement (the "Support and Maintenance Agreement") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement").
2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and Organization.
3. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris's sole discretion, be

modified or supplemented from time to time. To enable Harris to provide effective support, the Organization will establish auto remote access procedures compatible with Harris's then current practices which may be revised over time.

4. This Support and Maintenance Agreement becomes effective the date the Software is installed (the "Start Date").
5. In consideration for the support services specified in Section 2, Organization shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below. The Support and Maintenance Fee will be billed annually in advance beginning on the Start Date and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but Organization shall only be billed once per year.
6. In addition to the Support and Maintenance Fee, Organization shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:
  - (a) courier services, photocopying, faxing, long distance phone calls and reproduction services,
  - (b) all reasonable travel costs including airfare, accommodation and rental charges, and each individual's travel time billing rate of \$75.00/hour, meal expenses of not more than \$56.00 per diem and a \$120 per diem for weekend days (no receipts provided) and a mileage charge consistent with the Internal Revenue Service published guidelines,
  - (c) and all other reasonable expenses incurred in the performance of Harris's duties hereunder.

Harris may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of Harris.

7. Harris shall supply all Upgrades to Organization at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as described in Section 8 including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

8. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of Organization's Software support will be made available to Organization at no additional charge other than the payment of the Support and Maintenance Fee.
9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by Organization and such sums shall be due and payable to Harris upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.
10. The initial term of this Support and Maintenance Agreement shall be for one year beginning on the Start Date or as the initial term has been modified pursuant to Section 5. Thereafter, this Support and Maintenance Agreement shall automatically renew on an annual basis, unless terminated by either party upon giving to the other not less than 90 days' notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of this Support and Maintenance Agreement by Organization shall not affect the License or the Software License Agreement. Harris shall refund a prorated amount of any Support and Maintenance Fees (but not any Billable Fees) if this Support and Maintenance Agreement is terminated. Organization acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.
11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.
12. Harris shall have the right to terminate this Support and Maintenance Agreement immediately if:
  - (a) Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the License Agreement; or
  - (b) Organization has not paid an invoice within ninety (90) days of the start of a renewal term.

13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.
14. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
15. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by Organization.
16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
17.
  - (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
  - (b) The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
  - (c) EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE PARTIES AGREE THAT FOR BREACH OR DEFAULT BY HARRIS OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY HARRIS OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND HARRIS SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO HARRIS UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF

TERMINATION.


- (d) EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, HARRIS NOT BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
  - (e) EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT,, HARRIS SHALL NOT BE LIABLE FOR FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.
  - (f) CLAUSES (c), (d) AND (e) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.
18. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
19. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Harris arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
20. The Organization may, at Organization's option, enter into an escrow arrangement with Harris. Upon the Organization's request:
- (i) Organization shall be presented with the standard escrow beneficiary enrolment document for participation in Harris's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**").
  - (ii) By entering into this Escrow Arrangement, the Organization shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms,

which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".

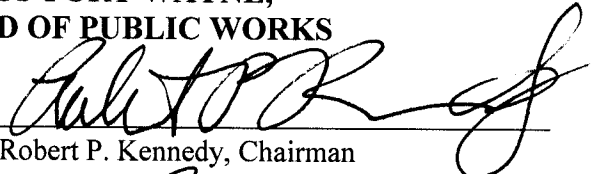
21. This Support and Maintenance Agreement shall be governed by the laws of the province of Ontario and Canada applicable therein.
22. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the License Agreement.
23. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.
24. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
25. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.


IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

**N. HARRIS COMPUTER CORPORATION**

Per:   
Name: Rob DiMurro  
Title: General Manager, Harris Utilities

**CITY OF FORT WAYNE,  
BOARD OF PUBLIC WORKS**

By:   
Robert P. Kennedy, Chairman

By:   
Kumar Menon, Member

By:   
Mike Avila, Member

By: \_\_\_\_\_  
Victoria Edwards, Clerk

## Schedule "A"

### Escrow Terms

Where the Organization has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

- (a) Harris and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The Organization has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the Organization has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then the Organization shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the Organization's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.
- (c) Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.
- (d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the Organization.
- (e) The termination of the Support and Maintenance Agreement shall immediately end the Organization's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.

- (f) This Schedule "A" shall form part of the Support and Maintenance Agreement only where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Harris will annually send notices to the Organization of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

**Exhibit 1**  
**Annual Support and Maintenance Fee**

Year 1 Support and Maintenance Fees: \$97,000.

Year 2 Support and Maintenance Fees: \$99,910

Year 3 Support and Maintenance Fees: \$102,907

Year 4 Support and Maintenance Fees: \$105,995

Year 5 Support and Maintenance Fees: \$109,174

**Exhibit 2**  
**Standard Support and Maintenance Services – Standard Guidelines**

The purpose of this Exhibit 2 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; 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, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call 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 support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call 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 call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.
- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved

immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

### **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 support supervisor or group lead
- Level 3:** Contact the Director of Support
- Level 4:** Contact the Vice President of Operations
- 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), Direct Connection (modem) 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.

Public Hearing Date, if applicable \_\_\_\_\_

Read the first time in full and on motion by Councilman Mitch Harper  
Read the second time by title and referred to the City Utilities  
Committee. Read the third time in full and on motion by Councilman  
Shoaff, placed on passage by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>1</u>	_____	_____
BENDER	<u>✓</u>	_____	_____	_____
CRAWFORD	<u>✓</u>	_____	_____	_____
DIDIER	<u>✓</u>	_____	_____	_____
HARPER	_____	<u>✓</u>	_____	_____
HINES	<u>✓</u>	_____	_____	_____
JEHL	<u>✓</u>	_____	_____	_____
PADDOCK	<u>✓</u>	_____	_____	_____
SHOAFF	<u>✓</u>	_____	_____	_____
SMITH	<u>✓</u>	_____	_____	_____

DATED:

11-12-13

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE  
(RESOLUTION) NO. 5-92-13 on the 12th day of  
November, 2013

ATTEST:  
Sandra E. Kennedy  
SANDRA E. KENNEDY,  
CITY CLERK

T. Thomas F. Didier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day  
of November, 2013, at the hour of 10:30 o'clock AM E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of November  
2013, at the hour of 11:00 o'clock AM E.S.T.

Thomas C. Henry  
THOMAS C. HENRY, MAYOR

by KB

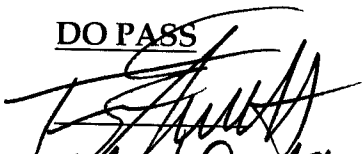




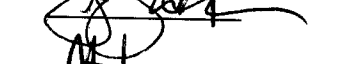


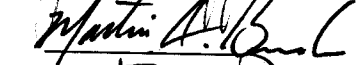
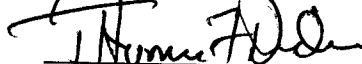
BILL NO. S-13-10-21

# REPORT OF COMMITTEE ON CITY UTILITIES

## NOVEMBER 5, 2013

*MITCH HARPER – CHAIR*  
*JOHN SHOAFF – CO-CHAIR*  
*ALL COUNCIL MEMBERS*

AN ORDINANCE approving Customer Information System Information System - Infinity - Support and Maintenance Agreement between N. Harris Computer Corporation and the City of Fort Wayne, Indiana. **CITY UTILITIES COMMITTEE** HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
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SANDRA E. KENNEDY  
CITY CLERK