

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **N. HARRIS COMPUTER CORPORATION**, hereinafter called the Proposer, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for request for proposals to be published for *Software for the Billing and Collection of Electric / Water / Sanitary Sewer*; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Proposer to be the responsive and responsible proposer, and has duly awarded to the said Proposer a contract therefore, for the sum or sums named in the Proposer's proposal, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Proposer and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Proposer for itself, himself, or themselves, and its, his/hers, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. Software License Agreement. .
3. Software Implementation Services Agreement.
4. Support and Maintenance Agreement

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the Proposer shall perform services as detailed in the Software Implementation Services Agreement and the Support and Maintenance Agreement subject to limitations of liability enumerated in these agreements.

ARTICLE III. That the City shall pay to the Proposer for the performance of the work embraced in this contract and the Proposer will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **\$932,500** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the Software License Agreement, Software Implementation Services Agreement and the Support and Maintenance Agreement.

The total cost of the Contract includes:

License Fees	\$ 245,000
Service Fees	\$ 537,000
Estimated Travel Related Expenses	\$ 89,250

Support and Maintenance Fees

61,250

Total

\$ 932,500

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.


ARTICLE IV. The Proposer agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Proposer and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Proposer agrees to comply with all applicable Local, State and Federal rules and regulations. The Proposer agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

#### GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### N. HARRIS COMPUTER CORPORATION

By

  
Peter Fanous

Date

July 9, 2013

Title: Executive Vice President

By

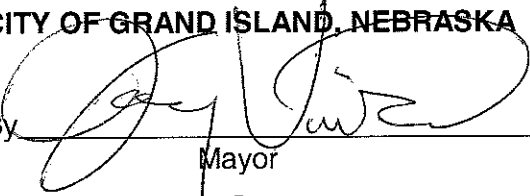
  
Aviva Cohen

Date

July 9, 2013

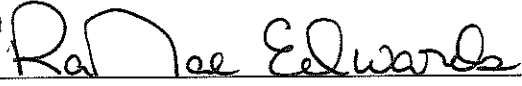
Title: Vice President, Finance

**CITY OF GRAND ISLAND, NEBRASKA**

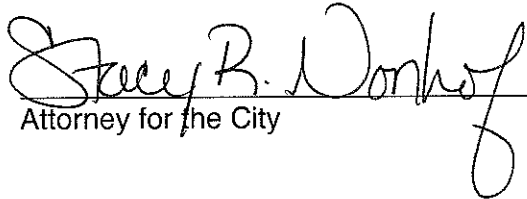
BY  \_\_\_\_\_

Mayor

Date July 10, 2013

Attest:  \_\_\_\_\_  
City Clerk

The contract is in due form according to law and hereby approved.

 \_\_\_\_\_  
Attorney for the City

Date 7/10/13