



City Clerk Document No.: _____

City Council Meeting Date: December 7, 2023

**CITY OF CHANDLER SOFTWARE AS A SERVICE AGREEMENT
IMPLEMENTATION OF INFINITY CIS VERSION 5
CITY OF CHANDLER AGREEMENT NO. 4577**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and N. Harris Computer Corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2023 (Effective Date).

RECITALS

A. City proposes to subscribe to the Contractor software products described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth therein.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements below, and intending to be legally bound, the Parties agree:

1.0 DEFINITIONS.

The following definitions apply to the parties' Services Agreement.

A.R.S. means Arizona Revised Statutes, as amended.

Access Information means any information relating to City, its Resellers and/or End Users' use of the Services, including without limitation, (a) navigational information, including usage of hyperlinks within or available through the Services; (b) transactional or processing information, including billing information and method of payment; and/or (c) Internet or I/P addresses, demographic information (like age, profession, or gender), domain names, computer type, browser types, and other anonymous statistical data arising from such use of the Services and access to the Facilities.

Agreement means this legal agreement executed between the City and the Contractor

Affiliate means with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or entity, and for the purposes of this definition "control" of an entity means the ownership of 50% of the outstanding shares or other equity interests in such entity, or the right to elect or appoint a majority of the board of directors or governing body of such entity.

City means the City of Chandler, Arizona.

City Confidential Information means: (a) all information related to the business of City and any of its City's and other third parties, to which Contractor has access, whether in oral, written, graphic or machine-readable form, in the course of or in connection with this Agreement; (b) all notes, analyses and studies prepared by Contractor or any of its Representatives, during the term of this Agreement or anytime thereafter, incorporating any of the information described in this Section 3; (c) the Access Information; and (d) the City Data.

City Data means all Confidential Information, all personal data and any other information relating to the employees, City or customers of City, or End Users or relating to the businesses of City or its Affiliates, including third party information, operations, facilities, products, services and markets, all as and to the extent provided to or obtained by Contractor or its Representatives from City, Resellers, or End Users, or derived from any of the foregoing. Usage data of End Users who are customers of City shall be considered City Data. City Data includes any such information in any form (tangible or electronic), regardless of the form or method by which such information is created, stored, maintained or communicated, and includes all data maintained by Contractor for City. Unless otherwise indicated, City Data includes all Access Information.

Contractor means the person or business organization named in the Agreement.

Crisis means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Services, Software or Facilities becoming unavailable for a significant amount of time.

Confidential Information means City Confidential Information and/or Contractor Confidential Information, as the context may require.

Data Storage Fees means the fees associated with the storage of Data by Harris on behalf of the Customer as set out in an Exhibit to this Agreement.

Data Storage Limit means the amount of Data storage purchased by Organization as specified in an Exhibit to this Agreement.

Data Export Fees means the fees associated with the export or download of Data from Harris by Customer as set out in an Exhibit to this Agreement.

Days means calendar days.

Documentation means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.

End User means any person or entity that receives and uses the Services.

Error means any error in the code of any Software Programs which prevents such Software Programs from operating in reasonable accordance with the relevant Documentation.

Exit Plan means the plan set forth in Exhibit F hereto.

Facilities means the hardware, application software, operating system software, firmware, networks, communication devices and lines and all other equipment, software, devices and related materials provided by or used by Contractor to host the Software Programs and provide the Services. Unless otherwise indicated, the Facilities shall be construed to include the Software Programs.

Fees means the Annual Subscription Fees, Professional Services Fees, Data Storage Fees, Data Export Fees, and all other fees as set out in any Exhibit to this Agreement. All Fees paid are nonrefundable, except as expressly set forth herein.

Implementation Date means the implementation date set forth in an applicable Schedule for the respective Services.

Intellectual Property Rights means all: (a) patents, patent applications, patent disclosures and inventions (whether patentable or not), (b) copyrights and copyrightable works (including computer programs) and registrations and applications therefor, (c) semiconductor chip "mask" works, and registrations and applications for registration thereof, (d) trade secrets, know-how and other confidential information, (e) unregistered and registered design rights and any applications for registration thereof, (f) database rights, and (g) all other forms of intellectual property, including waivable or assignable rights of publicity or moral rights, and any right to bring suit or collect damages for the infringement, misappropriation or violation of the foregoing, anywhere in the world. For purposes of the IP License, the Intellectual Property Rights shall be construed to include all Intellectual Property Rights of Contractor and its Affiliates existing on the date of grant of the IP License, plus all Intellectual Property Rights of Contractor and its Affiliates subsequently developed or acquired by Contractor or its Affiliates through the time of the occurrence of an Interruption.

Interruption means any material, or continuing, or repeated suspension or interruption in the supply of the Services by or on behalf of Contractor to City, the Resellers, or End Users, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

Licensed Materials means all engineering, testing and design documentation, schematics, source code, and other materials necessary for City or its Representatives to exercise the IP License.

May or Should means something that is not mandatory but is permissible.

On Premises Equipment means Facilities provided by Contractor to City, Resellers, or End Users of the Services for receiving, managing, maintaining or using the Services.

Personal Information means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Professional Service(s) means those implementation, training, consulting, data conversion and professional service(s) provided by the Harris Professional Services team as further described in this Agreement and Schedules.

Professional Services Data means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of Organization (or that Organization authorizes Harris to obtain from the Services Professional Services Data includes Support Data.

Professional Services Fees means the Professional Service(s) fees set out in a Statement of Work to be paid by Organization for the Professional Services.

Reseller(s) means one or more independent sales or support companies engaged to sell, support or implement the Services to End Users.

Representatives means each party's officers, directors, employees, consultants, attorneys, accountants, agents and independent subcontractors (and their employees) and other representatives.

Services or Software Services each means the web-based service(s) to be provided by or on behalf of Contractor under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by Contractor's service providers and the delivery of exclusive access via the Internet to City to use the Software granted to City pursuant to this Agreement.

Shall, Will, or Must means a mandatory requirement.

Software Programs or Software means the Base Programs and Custom Programs. This definition does not include Third Party Components

Third Party Components means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Harris or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services or the Software as well as any Third Party Components that is required to be obtained by Organization directly from the applicable third party vendor in accordance with this Agreement. Third Party Components includes but is not limited to Microsoft Azure® (unless and until otherwise indicated by Harris in accordance with the terms of this Agreement).

Update means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or

legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

Upgrade is a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is typically designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).

User means any employee of Organization or any of Organization's agents who are authorized by Organization in writing to access and use the solution.

2.0 SERVICES

2.1 Services Under Schedules. Contractor will perform and deliver Services described in this Agreement and any Schedules hereto, in reasonable accordance with the milestones, delivery dates, specifications and requirements as set forth herein.

- a. Contractor shall provide all facilities, equipment, and software required to make the Software Services available. Contractor shall have the right to manage all resources used in providing the Software Services, as Contractor deems appropriate.
- b. Contractor reserves the right to have mutually agreed upon additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software Services. Contractor shall inform City of such criteria but Contractor shall be free to implement such criteria at any time without prior written warning to the City and/or to Users. Where Users do not accept such and/or agree to such criteria, Contractor reserves its rights to not grant to such Users access to the Software Services. Contractor reserves its rights to restrict access to the Software Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software Services.
- c. Contractor shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software. City, not Contractor, shall be responsible for creating and maintaining all User account information and for performing all other application-level system administration functions that are available within the Software.
- d. City agrees to comply with all Contractor security policies and procedures as provided to it and amended from time to time. City and its Users shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for City's internal use only and City may not sell, transfer or sublicense them to any other entity or person except that City may disclose its private key to its agents performing work on its behalf. City agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using City's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. City agrees to notify Contractor in writing if it believes that a password has been stolen or might otherwise be misused. City agrees to notify Contractor immediately of any unauthorized use of any password or user ID or any other breach of security suspected by City.

- e. City is responsible for: (i) the actions of Users using the Software Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Contractor from time to time for Users; and (iii) informing Contractor of any information about Users' actions that may affect either the Software Services or third party data contained in or used by the Software Services, or Contractor's ability to provide the Software Services as contemplated by this Agreement.

2.2 General License. Subject to the terms and conditions of this Agreement, including without limitation, payment by City of all Fees, Contractor hereby grants to City a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Services on an annual subscription basis and in accordance with the Documentation solely for City's internal business purposes; and (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services. As between Contractor and City, Contractor reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

2.3 Reports. As agreed between the parties and specified in Exhibit A and Exhibit C, Contractor will provide to City a written report summarizing Contractor's performance of the Services with respect to all metrics and categories of description set forth in Exhibit A and Exhibit C, and any other information reasonably requested by City.

2.4 Terms Specific to Professional Services.

Contractor agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Professional Services") for the City in accordance with the relevant Statement of Work:

- a. Oversee and implement the conversion from the City's existing software applications to Contractor's Software.
- b. Install the Software for City's use and perform necessary setup and configuration operations.
- c. The Statement of Work describes in greater detail the Professional Services, the method by which the Professional Services shall be performed and other obligations on the part of the two parties. To the extent that the Statement of Work more explicitly details the Professional Services or the obligations of a party, then those details shall prevail over any other document that is less explicit.
- d. Contractor shall determine in its sole discretion the manner and means by which the Professional Services and Services shall be performed. Contractor will consult with the City on its methodology, manner and means. While Contractor will consider the City's input regarding staffing and other decisions, as an independent contractor, Contractor will have sole control of its staffing and other key decisions related to its performance hereunder.
- e. Conduct on City's Premises -- The Professional Services shall be performed with the City's full cooperation as agreed, whether on the premises of the City or at an alternative location. When working on the City's premises, Contractor personnel shall observe the City's administrative and ethics codes relating to the security, access or use of all or part of the City's premises and any of the City's property, including proprietary or confidential information.
- f. Inquiries by City -- Contractor shall respond expeditiously to any inquiries pertaining to this Agreement from the City.
- g. Independence -- As an independent consultant, City retains Contractor and its employees and agents on an independent contractor basis and not as an employee.

- h. Coordination of Services -- Contractor agrees to coordinate with City staff in the performance of Professional Services and Services and to be available for consultation at all reasonable times.
- i. Contractor will provide training as follows:
 - In any training class exceeding ten (10) people, City may be assessed an additional charge for additional instructor(s).
 - City shall provide copies of the training manuals required for the training classes to each participant either by photocopy or electronic duplication. Each copy is subject to the restrictions and obligations contained in this Agreement.
 - On-line reference Documentation is delivered with each release. City may print or copy this Documentation solely for its internal use.
 - Cancellation of any on-site Professional Services by City is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services. City will be billed for any non-recoverable direct costs incurred by Contractor that result from a cancellation by City with fourteen (14) days or less of scheduled on-site Professional Services. Additionally, City hereby acknowledges that cancellation of on-site Professional Services means that such on-site Professional Services will be rescheduled as Contractor's then current schedule permits. Contractor is not responsible for any delay in City's project resulting from City's cancellation of Professional Services. If upon Contractor arrival, the City has not completed required tasks for such visit, then the City will be billed 100% of the on-site fee and scheduled on-site Professional Services may be cancelled at Contractor's discretion. If additional Professional Services are required because the City was not adequately prepared, Contractor will provide a Change Order to the City for said Professional Services.

2.5 Activation and Installation. Unless otherwise stated in the applicable Schedule, construction, maintenance and operation of the Facilities, and activation and performance of the Services are and shall be the responsibility of Contractor.

2.6 City Data. Notwithstanding any other provision in this Agreement or Schedules, Contractor shall make all City Data (complete and unaltered) available at any time to City, in a format reasonably requested by City it is specifically understood that any additional charges shall be mutually agreed upon in the statement of work. As between the parties, City Data shall be and remain the property of City. Contractor shall use the City Data solely to perform Contractor's obligations under the Services Agreement and this Agreement. Except as expressly permitted in this Agreement, Contractor shall not sell, assign, lease, disseminate, or otherwise dispose of the City Data or any part thereof to any other person, nor shall Contractor commercially exploit any part of the City Data. Contractor shall not possess or assert any property interest in or any lien or other right against or to any City Data. Subject to the terms and conditions of the Agreement, City grants to Contractor, its service providers (as applicable) and licensors a world-wide, non-exclusive, royalty-free license to access, use and otherwise process City Data for the purpose of performing the Services hereunder. Except as specified in this Agreement, Contractor may not access the City Data for any other purpose without the express written consent of City.

2.7 City Affiliates. City's rights under the Services Agreement and this Agreement may be exercised by and for the benefit of City and, as applicable, End Users, and their respective Affiliates. For this purpose, "Affiliates" may include any person or organization that is party to any Business Collaboration with City or its other Affiliates. "Business Collaboration" means any strategic alliance, partnership, joint venture, broker-

dealer, sales representative, investment advisor, or other marketing or business arrangement between City or its other Affiliates and any such person or organization through which City or such Affiliates derive revenue or profit or conduct business involving financial services.

2.8 Offshore Performance of Work Prohibited. Due to security and identification protection concerns, direct Services under this Agreement must be performed within the borders of the United States or Canada. Any Services that are described in the scope of work that directly serve the City and may involve access to secure or sensitive data or personal client data or development or modification of software for the City must be performed within the borders of the United States or Canada. Notwithstanding anything to the contrary, and unless stated otherwise in the scope of work, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of this Agreement. It is specifically understood that no work will be conducted in countries not party to the Budapest Convention on Cybercrime or substantially similar treaty obligations.

2.9 Intellectual Property; Further Assurances. Contractor represents and warrants that it is the owner of or has the legal right to provide the access and use rights and documentary license granted under this Agreement. Intellectual Property Rights licensed to City do not, as of the Effective Date, infringe Intellectual Property Rights owned or held by others. Promptly upon written request by City, Contractor shall, at its expense, sign and deliver such further agreements, certificates and other documents and give City such other assistance as City may reasonably require to evidence more fully and give full and proper effect to the rights granted under this Agreement. The rights granted under this Agreement and the terms of Section 3.1 shall not be impaired or diminished by the occurrence or continuance of any breach of this or any other agreement between the Parties, any lack of capacity or authority, any reorganization, liquidation, dissolution, merger, or consolidation of either Party, or any other change of circumstances of either Party.

2.10 Restrictions on Use; Third Party Components

- 2.10.1 City shall not, and will not engage, direct or authorize any third party to: (i) use the Software or the Services for any purpose other than in connection with City's primary business or operations; (ii) disassemble, decompile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software or Services, or otherwise attempt to reconstruct or discover the source code of the Software or Services, or attempt to otherwise convert or alter the Software or Services into human readable code, except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivative works of the Software; (iv) give away, rent, lease, lend, or otherwise sell, re-sell, distribute or transfer the license rights granted under this Agreement or otherwise use the Software Services except as expressly permitted by this Agreement without the prior written consent of Contractor; or (v) take any actions that would cause the Software or Services to become subject to any open source or quasi-open source license agreement.
- 2.10.2 The Software and related materials supplied by Contractor are protected by copyright, trade secret, trademark, and other intellectual property laws. The Software may not be resold or licensed by City. Any rights not expressly granted herein are reserved. City may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Contractor.
- 2.10.3 City may not modify, translate, adapt, alter, or create derivative works of the Documentation; however, City may duplicate Documentation, at no additional charge, for City's internal use so long as all required proprietary markings are retained on all duplicated copies.

- 2.10.4 City shall not copy, frame or mirror any part or content of the Software Services, other than copying or framing on City's own intranets or otherwise for City's own internal business purposes. City shall not access the Software Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly or through negligence allow access to any competitor of Contractor.
- 2.10.5 City shall not knowingly or through gross negligence transmit, upload, post, display, distribute, store or otherwise publish, through use of the Software Services, any content, data, material or information that: (i) contains a software virus, Trojan horse, worm, time bombs, cancelbots or other harmful or deleterious computer code, files, programs or content that may damage, adversely affect any hardware or software, or that intercepts or misappropriates any system, program, data or information; (ii) is threatening, defamatory, libelous, harassing, abusive, profane, is an invasion of privacy, offensive, obscene, harmful or otherwise objectionable (including without limitation content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts); (iii) infringes, misappropriates or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property, proprietary right or other rights of any third party; (iv) violates any law, statute, ordinance or regulation, or that may be harmful to Contractor or its service provider's operations or reputation (and shall not perform any activities that are illegal, fraudulent or may result in any of the foregoing); or (v) includes unsolicited bulk e-mails, or other messages, promotions, advertisements or solicitations ("spam") and City shall not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.
- 2.10.6 City shall not interfere with, attempt to gain unauthorized access to, work around any technical limitations in the Software Services that allow City to use it in certain ways, or disrupt or violate the security or integrity of any device, computer, communication system, software application, network, account, data, the Software Services or networks connected to the system used to provide the Software Services or use the Software Services in any way that would provide harm to it or impair anyone else's use of it, and City may not download or otherwise remove copies of software or source code from the Software Services except as explicitly authorized. Examples include, without limitation, attempting to probe scan, or test the vulnerability of a system or breach any security or authentication measures used by a system, monitoring of data or traffic on a system without permission, falsification of origin, forging TCP-IP packet headers, e-mail headers, or any part of message describing its origin or route (use of aliases and anonymous remailers are not prohibited by this provision). Additional prohibited activities include:
- i. Monitoring or Crawling. Unauthorized monitoring or crawling of a system that impairs or disrupts the system being monitored or crawled.
 - ii. Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
 - iii. Intentional Interference. Interfering with the proper functioning of any system, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
 - iv. Operation of Certain Network Software Services. Operating network Software Services like open proxies, open mail relays, or open recursive domain name servers
 - v. Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a system, such as access and storage restrictions.
- 2.10.7 City shall not use the Software Services in any situation where failure of the Services could lead to death or serious bodily injury to any person, or to severe physical or environmental damage.

- 2.10.8 City will not access the Software Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, including but not limited to the Data Storage Limit.
- 2.10.9 Storage and retention of Data shall be for the time periods set forth in Schedule A of the Agreement (or as otherwise mutually agreed) .
- 2.10.10 The storage and retention of Data is subject to the Data Storage Limit based on the amount of Data Storage Fees paid for by City.
- 2.10.11 The export and download of Data is subject to the Data Export Limit based on the amount of Data Export Fees paid for by City.
- 2.10.12 Contractor may immediately suspend, restrict or limit City's access to all or any portion of the Software Services if Contractor reasonably determines:
- i. That City's or any of its Users' has engaged in or is likely to engage in any prohibited conduct described herein and such conduct:
 - a. poses a security risk to the Software Service or any third party,
 - b. poses any risk of any kind or nature to Contractor's or its service provider's business or other customers;
 - c. could adversely impact Contractor's or its service provider's systems, network, the Software Services or the systems or data of any other customer,
 - d. could subject Contractor, its service provider or their respective affiliates or any third party to liability, or
 - e. could be fraudulent;
 - ii. City is in breach of its payment obligations for the Annual Subscription Fees.

Contractor will use reasonable efforts to notify City of the suspension, restriction or limitation to city's access to the Software Services unless Contractor reasonably believes that an immediate suspension is required and will restore City's access to the Service after Contractor has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Contractor reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of City in connection with its use of the Software Services that Contractor determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Contractor or its service provider's network, business or other customers. In the event that Contractor suspends City's right to access or use all or any portion of the Software Services, City remains responsible for all Fees incurred during the period of suspension and will not be entitled to any service credits (under Exhibit "C" to this Agreement or otherwise) for any period of suspension.
- 2.10.13 City acknowledges that in order to provide the Services, Contractor may be required to purchase access to Third Party Components. City agrees to comply with and be bound by the additional terms and conditions applicable to Third Party Components set out in Exhibit "D" to this Agreement. City further acknowledges that the availability of such Third Party Components is based solely on the best information available to Contractor and its service providers as of the date hereof including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Contractor to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Contractor's control, then (a) Contractor shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) Contractor may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such

unavailability of Third Party Components. If any of the terms and conditions of Contractor's agreement with its third party service provider or any other provider or licensor of Third Party Components are modified by such provider, Contractor may modify the terms and conditions of this Agreement effective immediately upon written notice to City. Notwithstanding the foregoing, in event that Contractor is unable to provide the Services as a result of the unavailability of Third Party Components OR City is either unwilling or unable to agree to modifications or changes made to the terms and conditions of this Agreement or the additional terms and conditions of Third Party Components pursuant to this provision, City shall have the right to terminate this Agreement immediately upon written notice to Contractor without liability to Contractor, except that City shall remain obligated to pay for fees incurred as of date of termination less any credits owed by Contractor.

- 2.10.14 Contractor currently uses specific service provider(s) identified in this Agreement and its attachment that act(s) both as a hosting facility and provides additional third-party software support to Contractor. City acknowledges that Contractor may change the third-party service provider(s) at any time with notice to the City. The City further acknowledges that the third-party service provider may require that the City agree to certain additional terms in order for Contractor to allow City and its Users to have access to the Software on the third-party provider's hosting platform. Contractor may, from time to time, alter the hosting facility service provider by providing notice to the City. Where a different third-party provider provides such services then alternate policies and terms will apply to City's use of the Software Services which terms the City will need agree with as a condition precedent of using the Software Services from a time provided by Contractor to the City. Lastly, if the City requires information related to the third-party provider's capabilities, accreditations, and other information regarding a third-party provider, the City must request such information directly from Contractor. Contractor will make diligent efforts to request that the third party provider provide such information for the City but ultimately, Contractor is not obligated to provide any such information to the City either (i) where the third party provider refuses to provide the information to Contractor or (ii) where the City refuses to agree to terms that the third party provider has requested from the City prior to providing the information either directly or indirectly through Contractor (such terms, for example, an NDA).
- 2.10.15 City agrees to notify Contractor in advance of seeking legal action directly against a third-party provider in respect of an issue related to the Software Services.

3. NON-DISCLOSURE

3.1 Restrictions. Each party, as recipient of the other party's Confidential Information, will receive, hold and protect in confidence the Confidential Information of the other party. The receiving party may disclose the Confidential Information of the disclosing party to its Representatives who have a need to know such Confidential Information solely in connection with this Agreement. The receiving party will cause such Representatives to comply with this Agreement and will assume full responsibility for any breach of this Agreement by any such Representatives. Except as reasonably necessary to affect the goals of this Agreement, a receiving party will not transfer or disclose any Confidential Information of the disclosing party to any third party without the disclosing party's prior written permission and without such third party having a contractual obligation (consistent with this Section 4 ("Non-Disclosure")) to keep such Confidential Information confidential. The receiving party will not use any Confidential Information of the disclosing party for any purpose other than in connection with this Agreement. Notwithstanding any confidentiality restrictions set forth herein, a party may disclose the other's Confidential Information to third parties in

connection with such third party's provision of software or services to City. Such disclosures will be made under an obligation of confidentiality limiting the use of such Confidential Information by such third parties to the provision of services to City.

3.2 Exclusions. Confidential Information will not include information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by the receiving party prior to its receipt from the disclosing party without restriction on its use or disclosure; (iii) is independently developed by the receiving party without use of or reference to or reliance on the disclosing party's Confidential Information; or (iv) becomes known by the receiving party from a source other than the disclosing party without breach of this Agreement and is not subject to an obligation of confidentiality. Notwithstanding anything to the contrary, City may disclose Contractor's Confidential Information as required to satisfy any request by any governmental or regulatory body.

3.3 Legal Requirements. If the receiving party is requested or required to disclose any of the disclosing party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the receiving party will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to the disclosing party so the disclosing party may at its expense seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

3.4 Disposition of Confidential Information on Termination or Expiration. Upon termination or expiration of the Services Agreement and this Agreement or upon the disclosing party's written request and where practicable, the receiving party will return to the disclosing party all copies of Confidential Information already in the receiving party's possession or within its control. Following its return, and upon notice from the disclosing party, and unless otherwise required by law, the receiving party must destroy such Confidential Information using means to protect against unauthorized access to or use of the information, including, where appropriate, burning, shredding, or pulverizing such information, or by taking such other means as to assure that such information will not be recoverable following its disposal. In such case an officer of the receiving party will certify in writing to the disclosing party that all such Confidential Information has been so destroyed. Notwithstanding the foregoing, the receiving party may retain copies of such Confidential Information as required by applicable law, and, to the extent such copies are electronically stored in accordance with the receiving party's retention or back-up policies or procedures (including, without limitation, those regarding electronic communication), so long as such Confidential Information is kept confidential as required under this Agreement.

3.5 Privacy. For all City Information collected, stored or processed by Contractor, Contractor shall: (a) maintain commercially reasonable safeguards against destruction, loss, alteration of or unauthorized access to such City Information; and (b) not, without City's prior approval, modify or discontinue any such safeguards without comparable or better replacement safeguards. Contractor acknowledges the sensitivity and confidentiality of personally identified information which may be contained in the City Information and the applicability of the Gramm-Leach-Bliley Act and/or other applicable privacy laws, regulations and guidelines ("Privacy Laws"). Contractor agrees to comply with all applicable legal and

contractual requirements relating to the privacy and confidentiality of personally identified information applicable to Contractor in the performance of its obligations under this Agreement.

4. SECURITY

4.1 Security. Contractor represents and warrants that it shall at all times adhere to and comply with, in all material respects, the minimum-security standards to ensure that there is no unauthorized access to or use of City information described in this Section, which security standards may be mutually amended by the parties from time to time (the "Security Standards").

4.2 Security Standards. Contractor will use reasonable efforts to prevent unauthorized access to restricted areas of its servers and any databases or other material generated from or used in conjunction with the Service. Contractor will respond immediately to remedy any known security incidents or breaches.

(a) External Segment Security. Contractor's external connections to the Internet will have appropriate security measures and controls applied to its systems and will include an Intrusion Detection System (IDS) that will monitor all inbound and outbound communications and information. The IDS is intended to detect, record, alert, and terminate unauthorized activity.

(b) Internal Network Segment Security. All data entering the Service's internal data network from any external source (Web Segment and Internet) must pass through Firewalls. The Firewalls will enforce secure connections between internal and external systems and will only allow specific types of data to pass through. Access to customer data by Contractor employees will be limited to authorized personnel only. All Contractor employees will follow the security policies regarding access and use of internal systems.

c) General Data Security and Network Monitoring. Contractor operates mainly on a paperless environment unless required to do otherwise. Work products are held securely, and backups are held within secure infrastructure, where everything is encrypted. If any are made, printed documents containing customer, confidential, financial, or sensitive information that are no longer needed will be shredded. Any printed material of this nature that is retained will be secured in cabinets.

(f) Assessments. Subject to the terms and conditions governing the access to and use of the applicable Third-Party Components, Contractor will conduct the following in respect of the Software on an annual basis: i. third party risk assessments, ii. vulnerability assessments, and iii. penetration testing and will provide upon reasonable request, results of the most recent tests. Where the tests have not been completed or the time elapsed since the last test is not acceptable, the City can coordinate with Harris to request a vulnerability assessment with an agreed-upon Third Party to conduct the assessments.

Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all Critical, High, and Medium severity vulnerabilities discovered by providing an acceptable timeframe to resolve the issue and/or implement compensating control(s).

(e) Audit Logging. Contractor will provide to the City system, audit, and other logs required by the City related to the SaaS from the Contractor's environment upon request.

(f) StateRAMP Authorization. Contractors will be required to attain verified StateRAMP Authorized or City approved StateRAMP Provisional status, at the moderate security category level, before deploying

production City data. Contractor will be required to maintain StateRAMP authorization at the required category level throughout the contract term and partnership with the City.

4.3 Updates to Security Standards. If a change or addition to the Security Standards is required by law, rule, regulation, order, judgment or decree, Contractor shall comply with such amended Security Standards as soon as possible but in no event later than the time period for compliance indicated in such law, rule, regulation, order, judgment or decree. If the event Contractor adopts changes to the Security Standards, Contractor will provide the Services in accordance with such new Security Standards; provided that if such new Security Standards are of a level which is less than the level of the Security Standards previously required by this Agreement, and if City does not agree with such new Security Standards, City may terminate this Agreement upon written notice to Contractor. If City accepts such new security standards, such new security standards shall be deemed to be "Security Standards" for purposes of this Agreement.

4.4 Security and Supervision. Contractor's personnel, when on City's premises or accessing City's networks or providing maintenance services hereunder, will comply with all of City's security, supervision, and other standard procedures applicable to such personnel, including, if applicable, City's Internet and Electronic Communications Usage Policy.

4.5 Audit. Annually upon request, Contractor will provide its third-party audited annual SOC II Type I and Type II certification for the products used by the City, as well as its providers certifications. Contractor will conduct its own third-party audits of the infrastructure and architecture and will provide these results to the city.

4.6 Information Security Incident Management. For the SaaS environments, Contractor must adhere to a formally documented incident management process, must cooperate with City personnel in the diagnosis, investigation and response of any security incidents or faults that impact City data. Contractor must notify the City within 24 hours of a detected breach. Notification will be made using City provided email and phone as identified in the Notices section of this contract.

4.7 Business Continuity and Disaster Recovery Management. Contractor must have business continuity and disaster recovery plans and processes in place to ensure the service for the City is adequately maintained in the event of any negative impact on the Contractor's service. Contractor will regularly backup City data and retain such City backup data copies according to agreed upon requirements or otherwise provide reasonable and necessary backup data to the City.

4.8 Applicable Laws and Regulations. Contractor will comply, and assist City to comply with, all material and applicable State and Federal laws and regulations.

4.9 DISCLAIMER. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY USE BY CITY OR ANY USER OF CITY'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, CONTRACTOR DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SERVICE PROVIDERS NOT ATTRIBUTABLE TO CONTRACTOR.

5. FEES AND OTHER PAYMENTS

5.1 Fees. Notwithstanding anything to the contrary in any Schedule, no Fees will be due or owed, with respect to any Services unless and until: (i) the parties agree to a Schedule covering such Services, and (ii) City receives an invoice for the relevant Fees.

5.2 Price Protection. Fees for recurring Services, if any, may be increased only on an annual basis upon at least sixty (60) days written notice before any annual renewal of such Services. The percentage of any such increase will not exceed five percent (5%) or the United States Bureau of Labor Statistics Consumer Price Index for the last year, whichever is lower, per such increase per annum.

5.3 Taxes. Contractor shall be responsible for the payment of all sales, use or similar taxes applicable to the purchase by Contractor of any materials and components used in the manufacture or assembly of any Products.

Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement unless otherwise agreed in any SOW or similar writing between the parties.

5.4 Invoices. Contractor will provide City with an itemized invoice for all Fees that become due hereunder. Each valid and undisputed invoice will be due and payable within thirty (30) days after City's receipt of such invoice.

5.5 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data.

5.5 Reimbursable Expenses. City will not pay any expenses or reimburse Contractor for any expenses related to the Services in this Agreement unless the expenses are listed in and the amount agreed upon in writing.

6. REPRESENTATIONS, WARRANTIES, COVENANTS AND LIMITATION OF LIABILITY

6.1 Compliance with Laws. Contractor shall and shall use its best efforts to cause its suppliers to, comply with all material and relevant applicable United States and foreign, federal, state, and local laws, rules, and regulations, with respect to the performance of the Services.

6.2 No Infringement. Contractor represents and warrants that the Services, Facilities and Software to be performed, operated or used under this Agreement do not and will not, infringe any third-party patent, trade secret, copyright, trademark or other intellectual property rights in the United States or any other country or jurisdiction to which Contractor provides the Services for use by City, the Resellers, or End Users.

6.3 Encryption. Contractor will identify in the applicable Schedule any encryption used in the Services and Software and the Commodity Classification, Export License or License Exceptions, and Import License granted with respect thereto. Contractor represents that it has complied with, and will continue to comply with, all applicable laws, rules and regulations of the United States or any foreign country with respect to the export or importation of the Services and Software, any modifications, enhancements or updates thereto, and any technical data derived therefrom.

6.4 Services; Software; Software Services. Contractor represents, warrants and covenants that: (a) it shall perform the Services in conformance with the levels of service, quality control, and other performance standards described in this Agreement; (b) all Services provided in connection with this Agreement are and will be performed to the best of Contractor's ability and in an effective, timely, professional and workmanlike manner in accordance with the highest applicable industry standards and practices; and (c) Contractor personnel performing any Services hereunder will be appropriately trained and have a level of skill commensurate with the requirements of this Agreement, and Contractor will promptly replace any person who is performing Services under this Agreement upon City's reasonable request.

Contractor further represents, warrants, and covenants that the Software and Software Services ("SaaS"), as delivered, shall perform materially in accordance with the specifications contained in the then current Documentation that relates to the SaaS. In the event of any breach of the warranty in this sub-section during the term of this Agreement, Contractor shall, as its sole liability and Customer's sole remedy (in addition to any termination right that may arise from such warranty breach), diligently remedy such deficiencies that cause the SaaS to not conform to this warranty. If Contractor determines that it is unable to remedy such deficiencies, Contractor may terminate this Agreement or that portion of the applicable Change Order affected and credit City a pro rata amount of the fees actually paid by the City to Contractor for the unused Subscription Term of the defective SaaS.

6.5 Change Order. For proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the City and of Contractor applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, timelines governing, and the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

6.6 Ownership of Contractor Intellectual Property. Contractor, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other

intellectual property rights in and to the Services, Software, and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. City shall acquire no right whatsoever to all or any part of the Services, Software or underlying software except the limited right to access and use the Services in accordance with the terms of this Agreement and Contractor, its service providers and its licensors reserve all rights not expressly granted to City. Any transfer of intellectual property shall be pursuant to a writing agreed upon between the parties.

6.7 Viruses. Contractor represents, warrants, and covenants that the Contractor will maintain security controls for the products used by the City to protect against computer code designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Software or any System (referred to as “viruses” or “worms”) and that the products used by the City do not contain such code when delivered.

6.8 Documentation. Contractor represents, warrants and covenants that the Documentation: (a) describes the relevant Software Programs to industry standard and custom; and (b) will be updated as necessary to industry standard and custom at Contractor’s discretion and such updated Documentation will be delivered by Contractor to City promptly upon any such update.

6.9 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CONTRACTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD-PARTY COMPONENTS, THE HARDWARE, THIRD PARTY TELECOMMUNICATIONS PROVIDERS, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM. CONTRACTOR DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

6.10 Limitation of Liability.

- (i) TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR DAMAGES ARISING OUT OF CONTRACTOR’S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 8 OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF HARRIS, BOTH PARTIES AGREE THAT CONTRACTOR’S AND ITS SERVICE PROVIDERS’ ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE ALL FEES PAID TO CONTRACTOR BY THE CITY UNDER THIS AGREEMENT .
- (ii) IN ADDITION TO THE FOREGOING, CONTRACTOR AND ITS SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOST OR DAMAGED DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CITY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, FUNDAMENTAL BREACH, RESCISSION OF CONTRACT, OR NEGLIGENCE.

7. INTELLECTUAL PROPERTY INDEMNIFICATION

7.1 Indemnification by Contractor. Subject to the limitation of liability hereinabove, Contractor, at its expense, will indemnify, defend and hold harmless City, the End Users and any of its or their officers, directors, employees, agents, consultants, other representatives, and any third parties permitted to use the Facilities, Software, or Services (collectively, the "Indemnified Parties") from all liabilities, costs, losses, damages and expenses (including reasonable attorneys' and experts' fees and expenses as well as interparty damages caused by Contractor or third parties) and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Parties, arising out of or relating to any claim that any of the Software or Services or any portion or use thereof constitutes an infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license, or other property or proprietary right of any third party, or constitutes the unauthorized use or misappropriation of any trade secret of any third party. To the extent that the service provider of the Facilities provides an indemnity similar to the foregoing indemnity that would apply to City, Contractor shall extend such indemnity to City. City will promptly notify Contractor of any such claim or action and will reasonably cooperate with Contractor in the defense of such claim or action, at Contractor's expense. Each party shall promptly notify the other in writing of any allegation by a Third Party that the activity of either of the parties pursuant to this Agreement infringes or may infringe or misappropriate the intellectual property rights of such Third Party.

7.2 City's Right to Participate. Contractor will have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise except that City may in its sole discretion participate in the defense of any such claim or action at City's expense. Without limiting the foregoing, Contractor may not, without City's prior written consent, settle, compromise, or consent to the entry of any judgment in any such commenced or threatened claim or action, unless such settlement, compromise or consent: (i) includes an unconditional release of the relevant Indemnified Parties from all liability arising out of such commenced or threatened claim or action; and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, any Indemnified Party or otherwise adversely affect any Indemnified Party. If Contractor fails to appoint an attorney within ten (10) calendar days after City has notified Contractor of any such claim or action, or after Contractor becomes aware of such claim or action, whichever is earlier, City will have the right to select and appoint an alternative attorney and the reasonable cost and expense thereof will be paid by Contractor.

7.3 Election of Remedy. If the Facilities, Software or Services or any portion thereof becomes, or in Contractor's or City's reasonable opinion is likely to become, the subject of any such claim or action, then City may terminate the relevant Schedule with respect to the affected Services and cease to receive the benefit, directly or indirectly, of the affected Facilities or Software or require Contractor to either: (i) procure for City the right to continue using the Services and Software, or such portion thereof, as contemplated hereunder; (ii) modify the Services and Software, or such portion thereof, to render same non-infringing (provided such modification does not adversely affect the use of such Services and Software, or such portion thereof, as reasonably determined by City); or (iii) replace same with an equally suitable,

functionally equivalent, compatible, non-infringing services and software, as reasonably determined by City. If none of the foregoing is possible and if such Services and Software, is found to infringe by a court, Contractor or City will have the right to terminate the relevant Schedule with respect to such Services and Software and Contractor will refund to City all amounts paid by City for such Services and Software. Any termination of any Schedule(s) by City under this Section will be without prejudice to any other rights and remedies which City may have under this Agreement or at law or in equity.

8. SERVICE LEVELS; SUPPORT SERVICES

8.1 Service Levels. Contractor shall use commercially reasonable efforts to make the Software Services available to Users twenty-four (24) hours per day, seven (7) days per week; subject to the terms further defined in Schedule "C" and as outlined in any relevant SOW or other Exhibit hereto. Any Contractor liability to City, in the unlikely event that said Software Services becomes unavailable in violation of Schedule "C", is set forth in said Schedule. Any request for credit must be made of Contractor within 15 days of the Service interruption or is waived.

8.2 Support Services. Contractor shall provide software support via telephone and electronic transmission, with site visits only when necessary. The support services will be provided during the hours of operation as described in Exhibit "C" or any relevant SOW, effective on the date support services fees are due, as detailed in the SOW. Such services may be modified at Contractor's reasonable discretion. Contractor shall supply all Upgrades to City at no additional charge other than the payment of ongoing annual Fee. Upgrades may require additional services to be performed by Contractor outside of the scope of those services provided by Contractor, including additional training not covered by this Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the Contractor's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates. All such services shall be performed subject to a newly negotiated Statement of Work that will be subject to the terms of this Agreement.

9. TERM

9.1 Agreement Term. This Agreement is effective as of the Effective Date and will continue for a period of 5 year(s) or until the Agreement is terminated as provided for herein. The City and the Contractor may mutually agree to extend the Agreement for up to 4 additional terms of 1 year(s) each, or portions thereof; provided, however, that if such mutual agreement is not met, the Agreement shall terminate effective after the last day of the then-current term.

9.2 Schedule Term. Each Schedule will commence on the date first set forth in such Schedule and will continue until the terms of such Schedule or this Agreement expire or are terminated in accordance with Section 11.

10. TERMINATION

10.1 Termination for Breach.

(a) If Contractor materially breaches this Agreement or any Schedule, and such breach is incapable of cure, or such breach is capable of cure, but Contractor does not cure such breach within thirty (30) days after written notice of material breach, City may terminate the relevant Schedule upon written notice to

Contractor. To the extent that Contractor commits a material breach of a nature which goes beyond the relevant Schedule, City may terminate: (a) this Agreement (in which event all of the other Schedules will terminate concurrently therewith); or (b) all affected Schedules. Termination of a Schedule or this Agreement will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.

(b) Contractor may terminate this Agreement if City materially breaches the payment or license terms of this Agreement and (i) such breach is incapable of cure, or (ii) such breach is capable of cure and City fails to pay undisputed amounts under a particular invoice within three (3) months after such amounts are due, and Contractor has notified City of its intent to terminate this Agreement and City has not cured such breach within thirty (30) days of receipt of such notice.

10.2 No "Abandonment".

a) City may terminate this Agreement or any Schedule hereunder at any time upon ninety (90) days' written notice to Contractor. Notwithstanding anything to the contrary in this Agreement or any Schedule, in the event of any termination under this Section, City will only be liable to make any payments which are due hereunder to Contractor for work performed in accordance with the terms and conditions herein up to the date of such termination. This Agreement shall automatically expire or terminate upon expiration or termination of this Agreement, unless such termination occurs in conjunction with an Interruption.

Notwithstanding any other provision in this Agreement to the contrary, Contractor agrees that it will not "abandon" its obligations under this Agreement, unless and until this Agreement is terminated and the requirements of Section 3 and 11.3–11.4 hereof have been carried out in full. For purposes hereof, "abandon" means the threatened or actual intentional refusal by Contractor to provide or perform any of the Services required of Contractor under this Agreement, regardless of the reason. If Contractor breaches or threatens to breach this Section, Contractor agrees that City will be irreparably harmed, and, without any additional findings of irreparable injury or harm or other considerations of public policy, City shall be entitled to apply to a court or tribunal of competent jurisdiction for and, provided City follows the appropriate procedural requirements (e.g., notice).

10.3 Exit Plan. In the event of any expiration or termination of this Agreement, the Parties shall prepare and carry out an Exit Plan on the terms set forth in Exhibit F hereto.

10.4 Services Wind Down Period. Any expiration or termination of this Agreement or any of the Schedules, Client shall be entitled to continued provision of the Services by the Provider and access to the Facilities for a period of time determined by Client and subject to payment of Contractor's then-current rates, not to exceed ninety (90) days, required for Client to wind down its current use of the Services or to make a transition to alternate services providers or facilities.

10.5 Procedure on Termination.

- a. All warranties terminate upon the termination of this Agreement.
- b. In the event of termination or expiration of this Agreement:
 - i. All rights to use the Software Services granted to City in this Agreement shall immediately terminate and Contractor will immediately cease to perform or provide the Software Services.

- ii. City will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Contractor (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
 - iii. Conditional upon City's payment of all Fees that are due to Contractor and unless prohibited by law or the order of a governmental or regulatory body or it could subject Contractor and/or its third-party service provider or their affiliates to liability, Contractor will furnish the City with a copy of City's Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated time to provide a copy of the Data are one to two days and will be billed at Contractor's then current daily rate. Upon receipt of notice from City confirming receipt of the Data, Contractor shall destroy all copies of the Data and delete all Data on the database and an Officer of Contractor shall certify the destruction and deletion to the City. Subject to any legal requirement that Contractor must retain a copy of the Data, Contractor shall not delete the Data for 90 days from the date of termination except: (i) where Contractor has provided the Data to City pursuant to this Subsection; or (ii) where it has received written instructions from City to delete the Data. Following 90 days from the date of termination if City has not communicated with Contractor regarding the Data, Contractor shall have the right to delete all Data at any time as either required by law or as determined by Contractor in its sole discretion. Notwithstanding the foregoing, Contractor shall be permitted to delete all Data without providing notification to City and Contractor shall not be required to adhere to the time frames detailed above where Contractor is required by law to delete such Data. Contractor and its service providers have no liability for the deletion of Data, and Personal Information as described in this section.
 - iv. City shall return to Contractor or at Contractor's option purge or destroy all copies of any Confidential Information of Contractor or the third-party service provider in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of City confirming same within thirty (30) days.
- c. Except as otherwise provided in this Agreement, termination of this 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.

11. INSURANCE

(a) Insurance Coverage. Contractor will, during the term of this Agreement, at its sole cost and expense, obtain and maintain in full force and effect, subject to City's reasonable approval, the insurance coverage in the minimum amounts and on the terms set forth in Exhibit G hereto or such other amounts as may be set forth in a Schedule. All insurance required hereunder to be carried by Contractor (as well as any approved subcontractors or agents) will be with sound and reputable insurers and on forms as both are reasonably satisfactory to City.

(b) Insurance Certificates. Contractor will provide City with a copy of all relevant certificates of insurance upon City's request including those evidencing that City has been added as an additional insured. Certificates are to be delivered to City at the address set forth in the applicable Schedule prior to delivery

of any Software Program(s) hereunder, and annually thereafter, and at least thirty (30) days prior to any expiration of each insurance policy.

(c) Waiver of Rights of Recovery. Contractor waives all rights of recovery against City and its subcontractors or agents that Contractor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are secured and maintained by Contractor.

(d) No Limitation. Nothing in this Section will be construed as limiting Contractor's (or any subcontractor's or agent's) liability to City or any third party. The mere purchase and existence of insurance does not reduce or release Contractor from liability incurred or assumed within the scope of this Agreement. Contractor's failure to maintain insurance will not relieve it of liability under this Agreement.

(e) Claims. Contractor will promptly make a full written report to City as to all accidents or claims for damage arising from or in connection with: (i) this Agreement; (ii) the discharge of Contractor's duties under this Agreement or any Schedule; or (iii) the presence of Contractor or Contractor's Representatives on City's premises. Contractor will cooperate fully with City and with any insurance carrier in the investigation and defense of all such accidents and claims, such obligation to survive the termination or expiration of this Agreement.

12. DISASTER RECOVERY

An outline and executive summary of Contractor's business continuity and disaster recovery plan is attached as Exhibit E hereto (such outline and summary plus all of Contractor's supporting detailed documentation and plans as contemplated by the provisions of this Section, the "Disaster Recovery Plan"). The Disaster Recovery Plan will follow industry standard best practices, including regular testing, to protect the critical services and products used by the City.

13. GENERAL

13.1 Force Majeure.

(a) For purposes of this Agreement "Force Majeure" means an event that is outside the reasonable control of a Party, or that with the exercise of due diligence or reasonable business practices could not reasonably have been prevented, avoided or removed by that Party, and that prevents that Party from performing its obligations under this Agreement and does not result from such Party's negligence or the negligence of its agents, employees or subcontractors, including unforeseeable events such as acts of God, earthquakes, storms, floods, natural events, wars, court order, rebellions, riots, strikes, civil disturbances, acts of foreign and/or domestic governmental authorities, labor strikes and lockouts, but excluding any failure by a third party to supply any materials or components to Contractor unless such failure is itself the result of Force Majeure affecting such third party.

(b) Upon the occurrence of an event of Force Majeure with respect to a Party, its obligations under this Agreement will, to the extent that they are affected by the event of Force Majeure, be suspended; provided, however, that under no circumstances will a Party's obligations to pay any amounts due under this Agreement be suspended nor Contractor's disaster recovery obligations under sections 5.7 and 13. Any Party affected by an event of Force Majeure will promptly inform the other Party and will use commercially reasonable efforts to fulfill its obligations under this Agreement and to remove or avoid any disability and

mitigate any damages caused by such event of Force Majeure at the earliest practicable time and to the greatest extent possible.

13.2 UCITA Not Applicable. This Agreement and the transactions contemplated herein are not and will never be subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

13.3 Contractor Financial Assurances. Upon City's request (to be made not more than once per year) Contractor will provide City with financial information of Contractor which will allow City to adequately assess Contractor's creditworthiness. Contractor will not provide City with any nonpublic financial information unless, based upon reasonable cause, it is requested by the City Manager or City Manager's designee of City in writing under this Section and such disclosure is not prohibited by securities law.

13.4 Assignment and Reorganization. Neither party will assign its rights or obligations under this Agreement without the prior written consent of the other party which shall not be unreasonably delayed or withheld, and any purported assignment without required consent shall be void; provided, that: (a) either Party may collaterally assign this Agreement in connection with any financing or an acquisition of all or substantially all of such Party's assets and business, and (b) City may assign this Agreement to one or more Affiliates or Resellers (but any payment obligations shall remain the primary obligation of the City). Subject to the foregoing limitations, this Agreement will be binding upon the parties and their respective legal successors and permitted assigns. Notwithstanding the foregoing, City acknowledges that the fees set out in this Agreement have been established on the basis of the structure of the City as of the Effective Date. To the extent that the City amalgamates, consolidates or undergoes any corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the City is the resulting or continuing entity) requires additional Licenses to add additional Concurrent Users or sites, Contractor shall be entitled to receive, and the City shall pay, additional fees based on the then prevailing fee schedules in effect. The provisions of this Section shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section shall not apply where the Organization undergoes a Reorganization involving only other organizations that already have a valid right to use the same software and the same services as the Software and Software Services being provided to City under this Agreement. Additional fees may apply to any third-party products and services that are subject to additional fees that are not included in the Fees, as indicated in a SOW or Schedule to this Agreement.

13.5 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the fifth day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Christina Pryor
 Title: Procurement Manager
 Address: 175 S. Arizona Ave., 3rd Floor
 Chandler, AZ 85225
 Phone: 480-782-2403
 Email: christina.pryor@chandleraz.gov

For the Contractor

Name: Sean Sykes
 Title: Vice President, Business Development
 Address: 1 Antares Dr., Suite 100
 Ottawa ON, Canada K2E 8C4
 Phone: 613-240-8668
 Email: ssykes@advancedutility.com

13.6 Remedies. Each party acknowledges that a breach of certain of its obligations under this Agreement (each party's confidentiality obligations set forth in this Agreement) other than any payment obligations hereunder, may result in irreparable and continuing damage to the other party for which monetary damages may not be sufficient, and agrees that the other party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

13.7 Interpretation. The terms and conditions of this Agreement are the result of negotiations between the parties. The parties intend that this Agreement should not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation or drafting of the Agreement. Unless the context of this Agreement otherwise indicates when used in a series of items the word "or" will be construed such that the series may include any of the items, all of the items, or any combination of the items.

13.8 Entire Agreement. This Agreement and all exhibits and schedules attached constitute the complete agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties.

13.9 No Waiver by Conduct. No waiver of any of the terms of this Agreement or any Schedule will be valid unless in writing and designated as such. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce the same for such occurrence or any other occurrence.

13.10 Independent Contractor. Contractor acknowledges that it is acting as an independent contractor, that Contractor is solely responsible for its actions or inactions, and that nothing in this Agreement will be construed to create an agency or employment relationship between City and Contractor or its Representatives. Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties. Neither Contractor nor any of its Representatives are City employees for any purpose, including for: (i) federal, state or local tax, employment, withholding or reporting purposes; or (ii) eligibility or entitlement to any benefit under any of the City's employee benefit plans (including those that are subject to the Employee Retirement Income Security Act of 1974, as amended), incentive, compensation or other employee programs or policies (collectively, "Benefit Plans"). Contractor agrees that all such Representatives will be informed that they are employees solely of Contractor, or its agent or subcontractor if applicable, and not eligible to participate in any Benefit Plan. Contractor agrees that Contractor is solely responsible for payment of all applicable workers' compensation, disability benefits and unemployment insurance, and for withholding and paying such employment taxes and income withholding taxes as required.

13.11 Non-exclusivity. Contractor acknowledges that City may from time to time enter into other transactions with companies that may be competitors, suppliers or customers of Contractor. No such activities will be affected by City's agreement to enter into this Agreement.

13.12 No Publicity. Contractor agrees not to disclose the identity of City or its End Users or any of their directors, officers, managers, employees, consultants or agents as a customer or prospective customer of Contractor or the existence or nature of this Agreement without the City's prior written consent. Without limiting the generality of the foregoing, Contractor will not use, in advertising, publicity or otherwise, the

name of City or its End Users or any of their directors, officers, managers, employees, consultants or agents or any trade name, trademark, service mark, logo, or symbol of City or its End Users. Notwithstanding the foregoing, Contractor may make disclosures required by securities law in its reporting to its parent company.

13.13 Severability. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal and enforceable provision that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision.

13.14 Survival. Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration of this Agreement, including Sections 2.3 ("Grant of License"), 3 ("IP License"), 4 ("Non-Disclosure"), 7 ("Representations, Warranties, Covenants and Limitation of Liability"), 8 ("Intellectual Property Indemnification"), 11 ("Termination"), 14 ("General") and corresponding Exhibits and Schedules.

13.15 Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Arizona, without regard to its choice of laws principles. Notwithstanding the fact that some of the Products may be manufactured outside the United States, the Parties hereby expressly disclaim the application of the United Nations Convention on the Sale of Goods.

13.16 Counterparts; Method of Amendment. This Agreement, each Schedule and any amendments thereto may be executed in counterparts and will not be effective or enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant entities. Without limiting the foregoing, none of the following will amend or modify this Agreement or result in the execution of a Schedule: (i) terms and conditions which are displayed or conveyed electronically or are associated with, or are responded to by the operation of a mouse or other pointing device, typing on a keyboard, "virtual" actions, an automated computer program, the removal of shrinkwrap, the opening of a package, the loading or use of software or other goods or services, or any other action other than such a handwritten signature as described in the previous sentence; or (ii) payment by City of any License Fees, Maintenance Fees or other consideration to Contractor or use of or any other action with respect to the Software Programs or Maintenance Services.

13.17 Disputes. In any material dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Contractor and City, the final determination at the administrative level will be negotiated in good faith by the City Purchasing and Materials Manager and Contractor. If the Parties do not reach an agreement after a 30-calendar day negotiation period, either party may seek to enforce this Agreement in a court of competent jurisdiction located in Maricopa County, Arizona.

13.18 City's Right of Cancellation. The parties acknowledge that this Agreement is subject to cancellation by City under the provisions of A.R.S. § 38-511.

13.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Services Agreement and this Agreement, not to engage in a boycott of Israel as defined by state statute.

13.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor (as defined under A.R.S.) who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the parties' agreement and may be subject to penalties up to and including termination of the parties' agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

13.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

13.22 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

13.23 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Services Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

13.24 Non-Waiver Provision. The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

13.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, Contractor must provide written notice to City, as set forth in this Agreement, of any work or services performed by Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Contractor for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in this Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) unless required by

law or judicial processes, testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by Contractor under this Agreement are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of the parties' agreement.

13.26 Jurisdiction and Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the federal courts located in Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.; provided, however, that if subject matter jurisdiction is lacking in said federal court, it shall be had in the state court for said county.

13.27 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

13.28 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

13.29 Exhibits, Precedence of Documents. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A – Description of Software and Services
- Exhibit B – Fee Schedule
- Exhibit C – Service Level and Support Services
- Exhibit D – Third Party Service Provider Terms
- Exhibit E – Disaster Recovery Plan
- Exhibit F – Exit Plan
- Exhibit G – Insurance Requirements

In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control: (1) this Agreement; (2) Exhibit A – Description of Software and Services; (3) Exhibit B – Fee Schedule; (4) Exhibit C, Service Levels and Support Services; (5) Exhibit D, Third Party Components; (6) Exhibit E – Disaster

Recovery Plan; (7) Exhibit F – Exit Plan; and (8) Exhibit G – Insurance Requirements.

In the event of a conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions of a Schedule, the terms and conditions of the main body of this Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives. This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Todd Richardson

Its: CFO

APPROVED AS TO FORM:

By: _____

City Attorney

TMB

ATTEST:

By: _____

City Clerk

EXHIBIT A

DESCRIPTION OF SOFTWARE AND SERVICES

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Introduction

The project is defined as the upgrade of Infinity CIS, by Advanced Utility Systems ("Advanced") for City of Chandler, Arizona ("Chandler"). The current CIS Infinity Version 3 ("v3") instance will be upgraded to Infinity CIS Version 5 ("v5") and will replace the current version of CIS Infinity, Advanced's comprehensive customer information and utility billing software. Additionally, Infinity Customer Engagement Portal to be determined in Chandler's reasonable discretion (provided however that it is specifically understood that a non-Harris solution may require significant additional cost to be negotiated as a part of a change order) and Infinity Field Workforce Management powered by Service-Link solutions will be deployed as a part of this scope.

This document describes the Scope of Work ("SOW") to be delivered by Advanced, as well as defines the principal activities and deliverables of both Advanced and Chandler for this project.

The project as outlined in this Scope of Work ("SOW") encompasses all aspects of Chandler's Infinity CIS upgrade, including but not limited to project management, additional requirements gathering, data integrity and clean up, data conversion, configuration including interfaces, modifications, new modules, and training.

Chandler Points of Contact

Primary Point of Contact (POC):

Name	Kerstin Nold
Title	Chief Technology Officer
Organization	City of Chandler
Address	175 S. Arizona Ave., Ste. A
Phone	480-782-2490
Email	kerstin.nold@chandleraz.gov
Website	https://www.chandleraz.gov

Other Contact(s):

Name	Daniel Perryman
Title	Utilities Technology Program Manager
Organization	City of Chandler
Address	175 S. Arizona Ave., Ste. A
Phone	602-550-3911
Email	daniel.perryman@chandleraz.gov
Website	https://www.chandleraz.gov

Primary Point of Contact (POC) Post Go-Live:

Name	Lisa Lapp
Title	Chief Applications Officer
Organization	City of Chandler
Address	175 S. Arizona Ave., Ste. A
Phone	480-782-2477
Email	Lisa.lapp@chandleraz.gov
Website	https://www.chandleraz.gov

Other Contact(s):

Name	Krista Mikesell
Title	IT Application Services Manager
Organization	City of Chandler
Address	175 S. Arizona Ave., Ste. A
Phone	480-782-2496
Email	Krista.mikesell@chandleraz.gov
Website	https://www.chandleraz.gov

Project Scope

Advanced and Chandler agree to cooperatively manage the cost, schedule, and scope of the project. Project scope is limited to the tasks and deliverables identified in this SOW and Solution Audit Document attached to this document. Items not included in this SOW and its appendices are to be considered out of scope and in the event of conflict the Statement of Work shall take precedence.

Advanced will provide the following services to Chandler:

1. Project Management
2. Focused Discovery Workshops, as required (Functional, Interfaces, Modifications, Reports, & Bill Print)
3. Conversion of data from CIS Infinity Version 3 to Infinity CIS Version 5
Note: Advanced recommends a 5 yr cut off for data to be converted to Infinity CIS.
4. V3 Data Integrity Check and Clean up in Chandler's upgrade environment
5. Data refreshes (Initial, Functional, ITC, UAT, Go-Live)
6. Conversion of current Bill Print(s)/Notice(s)/Receipts formats from Crystal Reports XI to Crystal Reports 2013 (as identified via the Discovery Session)
7. Conversion of Standard canned reports and custom Advanced created reports format from Crystal Reports XI to Crystal Reports 2013 (as identified via the Discovery Session)
8. Remote web-based or optional onsite Core Team Training
9. Remote web-based or optional onsite End User Training
10. Conversion of interfaces and reports as identified in Task 2
11. Conversion of required billing formulas
12. Technical Support
13. Provisioning and hosting of Infinity CIS v5, Infinity Customer Engagement Portal and Service-Link in an Infinity Cloud environment, including a Production and Test environment
14. Provisioning a third Development environment in Infinity Cloud for Infinity CIS
Migration of Chandler CIS V3 Oracle Database to the Infinity Cloud Platform, powered by SQL Server
15. REST API

Definitions

Name	Definition
Baseline Accounts	A cross selection of accounts types and services that are used for testing purposes the CIS Solution
BRD	Business Requirements Document created by Advanced that defines the requirements for software modification(s) and non-configurable interfaces required by Chandler.
CIS	Customer Information and billing System.
Infinity CIS	The Advanced Customer Information and billing System.
CIS Solution	All Advanced licensed software (Infinity CIS) and related implementation services.
Chandler Owned Control Forms	Configuration areas of the system that are the responsibility of Chandler (including but not limited to service orders, actions, letters, security, admin).
Configuration	Changes to the software that do not require source code or structural data model changes.
Core Team Training	Instructor led training delivered remotely by Advanced to the identified Project Team members of Chandler on the generic CIS Solution
Defect - High	A code or configuration defect that makes a component of the CIS Solution unusable or inoperable. This error is a loss of the capability of the CIS Solution to perform an important business function. High defects include: (i) loss of the capability of the CIS Solution to perform an important business function; (ii) a workaround does not exist, and testing this function cannot be performed until the problem has been corrected.
Defect - Medium	A code or configuration defect that significantly limits the CIS Solution's ability to conform to the documentation. This limitation stops the user from performing the normal use of the CIS Solution; however, a mutually agreed upon workaround does exist. Testing can continue on a module of the CIS Solution with a workaround.
Defect - Low	A code or configuration defect that limits the capability of the CIS Solution, but is cosmetic or minor in nature. There is a practical workaround or the defect does not impact Chandler's operation of the CIS Solution in any significant respect.
End User Training	Instructor led (remotely) of the CIS Solution delivered by Advanced in coordination with the Chandler Core Team to Chandler employee base utilizing specific areas of the system.
Modification	A change to the code base or a structural data model change.
CIS Infinity V3	Chandler's current customer information and billing system to be replaced by Infinity CIS.
Infinity CIS / "V5"	Advanced's latest cloud-based customer information and billing system

Roles and Responsibilities

The roles and responsibilities are summarized below and further detailed by task and subtask in Appendix 2 – Table of Responsibilities (Deliverables).

Advanced Responsibilities:

1. Advanced will maintain project communications with Chandler's Project Manager.
2. Advanced will manage the efforts of the Advanced staff and coordinate Advanced activities with Chandler's Project Manager.
3. Advanced will conduct regular (e.g.: weekly or as required) telephone status report conversations with Chandler's Project Manager.
4. Advanced will participate in weekly reviews with Chandler's project team. Participation can be waived by mutual agreement.
5. Advanced will provide timely responses to critical issues raised by Chandler's Project Manager.
6. Advanced will prepare and submit a monthly status report that includes: the accomplishments of the previous month, activities planned for the current month and an update to the Project Schedule in Smartsheet format, as well as an update to the action item list.
7. Advanced will prepare and submit project change proposals to Chandler's Project Manager as necessary.
8. Advanced will monitor the project to ensure that Advanced and Chandler resources are available as scheduled.
9. Advanced will coordinate and oversee the deployment of all Advanced licensed software.
10. Advanced will install all Advanced licensed software in one (1) production and one (1) test instance in the Advanced Infinity Cloud Platform and will support the production environment throughout the implementation and both environments after implementation and go live.
11. Advanced will coordinate and oversee the implementation efforts of all modifications, interfaces, and reports identified in this SOW (exclusive to the Infinity CIS side of the interface).
12. Advanced will monitor and support all testing phases, i.e., functional, integrated, and User Acceptance Testing. Application consultants will be available to answer questions and resolve issues generated during testing.

Chandler Responsibilities:

1. Chandler will provide the relevant data and information in order for Advanced to convert and configure into the new version of the CIS Solution.
2. Chandler will establish a Project Team that is representative of the operational areas that will be affected by this project.
3. Chandler will designate a Project Manager who will manage the efforts of Chandler Project Team and/or staff and coordinate activities with Advanced's Project Manager.
4. Chandler's Project Manager must ensure that Chandler's personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities.
5. Chandler's Project Manager or designee will participate in the scheduled (e.g. weekly or as required) status meetings with Advanced's Project Manager.
6. Chandler will review current business practices, consider and/or adopt new business practices as needed.
7. Chandler will provide timely responses to critical issues raised by Advanced's Project Manager.
8. If this SOW requires on-site presence, Chandler will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.
9. If this SOW requires on-site presence, Chandler shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract. The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.
10. Chandler will ensure mutually agreed upon Change Orders are approved and process in accordance with the Change Order Procedure.
11. Chandler Staff will attend scheduled training sessions.
12. Chandler will perform testing as required including functional testing, integration testing, and user acceptance testing and will provide the documented test cases and results to Advanced utilizing the Advanced Testing Tool (Smartsheet).
13. Chandler will perform manual cut over tasks identified in the data conversion and the cutover plan.
14. With support from Advanced, Chandler will be responsible to create, configure and test all Chandler-owned Control Forms (including but not limited to service orders, actions, letters, security, admin). Advanced will provide training for Chandler on all applicable Chandler-owned Control Forms.
15. Chandler will provide network connectivity to the Infinity Cloud Platform.

Constraints and Assumptions

1. All prices are quoted in US dollars.
2. The Fixed Cost will be firm for the services identified herein. The project's estimated duration is 18 months and 2 months of post-implementation support. If circumstances occur that result in delays to the project, any extensions will be reviewed and managed via the Change Control Process.
3. Advanced will lead Chandler to upgrade CIS Infinity Version 3 to the recommended v3 release prior to Advanced conducting any data integrity or data cleanup activities.
4. Chandler recognizes that this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.
5. Staffing issues will be resolved between Chandler and Advanced Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.
6. Chandler will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur:
 - i) Chandler will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.
 - ii) Advanced will make commercially reasonable efforts to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts to schedule and cost.
 - iii) Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of the resource loss.
7. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved within five (5) business days (or to a mutually agreed to timeframe). Reasonable efforts will be made to meet the requirements.
8. Chandler will empower Chandler's project team members to make decisions related to configuration and business processes. For some key decisions the Chandler team may be required to elevate the decision process to the executive team. Chandler will work to minimize the escalation of decisions to keep the decision process as streamlined and timely as possible.
9. Chandler and Advanced will ensure their respective Project Team members are available for meetings, workshops, discussions and conference calls upon request by either organization with reasonable notice. All Project Team members will respond to information requests by either organization within (5) Business Days unless otherwise agreed to, to minimize delays in the project.

10. Both parties agree to work a reasonable number of additional hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.
11. All Chandler and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.
12. Advanced's implementation team will recommend configurations and processes based on its industry experience and knowledge of the Advanced solution. Chandler is willing to consider and implement, when mutually acceptable, Advanced's "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements. This may not always be possible, but Chandler will approach each opportunity from this perspective.

In the event that Chandler rejects any of Advanced's Best Practices recommendations, Chandler will be required to sign an acknowledgement of such decision. Such acknowledgement will describe Advanced's concerns about Chandler's requested functionality and require Chandler's acceptance that a subsequent reversal or modification of such functionality shall be considered an increase in project scope at the agreed upon hourly rate. Furthermore, said acknowledgement shall describe any impact to Advanced's ability to provide ongoing support, including any impacts to the annual software subscription fee.

13. When onsite Advanced agrees to work within Chandler standard business hours (8:00 AM - 5:00 PM AZ MST) whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of the standard business hours. For example, cutover is typically done over the weekend.

Task 1 – Project Management

Project management occurs throughout the project. Advanced will have primary responsibility for the successful completion of this project as defined in the Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project related administrative activities including the development and updates, as required, to the project schedule. The Advanced Project Manager (PM) will provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the Chandler PM will provide oversight and guidance to Chandler staff to ensure successful completion of Chandler led/assigned activities and related project tasks.

Subtask 1.1 – Project Planning

Advanced and Chandler will partner together for successful project execution. Project Initiation will involve all members of the Advanced and Chandler project team. Prior to the remote Project Kickoff meeting, Advanced and Chandler will assemble their respective teams who will review this SOW in preparation of the Project Kickoff meeting. It is also highly recommended that Chandler review the Infinity CIS upgrade documentation prior to the Project Kickoff meeting.

The Project Schedule for Chandler identifies the activities, deliverables and resources required for the successful upgrade of Infinity CIS. The Advanced PM and the Chandler PM will review the Project Schedule and internal project dates that may affect project milestones (for example, third party delivery dates). Chandler is responsible for managing the timelines and deliverables of any third-party vendor, to ensure they meet the requirements of the approved Project Schedule. The Advanced PM and the Chandler PM will finalize the project schedule within 2 weeks of the Project Kickoff meeting.

Any significant changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of Chandler and at Advanced. Significant changes affecting the overall scope of the project may necessitate the use of a Scope of Work Amendment process. (See Change Control).

Change Control Process

Advanced will coordinate a joint effort with Chandler to document a Change Control process to manage project scope. The Change Control process will identify how changes are initiated and their impact on the project will be identified, documented and communicated to Chandler. Appropriate sign-off channels will be developed for Change Order approval.

Subtask 1.2 – Communication Plan

Further, there are numerous activities throughout our structured implementation process whereby quality is continually assessed and addressed to ensure the project meets Advanced and Chandler's quality expectations. These include:

- Regular meetings with the City's project manager and executive sponsors to identify and address any quality concerns
- Regular updates of the Project Plan, Communication Plan, Risk Management Plan, and Change Management Plan to effectively project scope, budget and timelines are managed effectively.

- Signoff and approvals throughout key phases of the project (e.g., at the completion of discovery, conversion, each training session, and other key deliverables) to provide immediate feedback on project deliverables
- Checklist and test scripts to document the results of all testing phases.
- An electronic, web-based issues tracking system to track configuration and conversion problems identified from the day of installation to Live. This allows us, as a team, to create and maintain a knowledgebase of all issues encountered during the life of the project.
- An open communication policy to address any concerns of our customers, as they arise.
- In addition to a dedicated project manager Advanced will assign experienced technical consultants to the project. These resources will be dedicated to the project during the respective solution phases. These resources will have significant on-site presence.

Subtask 1.3 – Status Reports

Status reporting provides a mechanism for monitoring and controlling the project progress. Advanced will use various methods to communicate regularly with Chandler's executive leaders and project implementation participants including status reports and status meetings. Additional project communications will be performed via E-mail and telephone on an as needed basis.

Advanced's Project Manager will attend status meetings with Chandler Project Manager either in person or via telephone conference call to focus on project status/progress, issues which could impact project schedule, technical or operational issues affecting the project and risk assessment. These meetings shall occur on a weekly basis.

Advanced will provide a weekly status report documenting work in progress compared to schedule, issues, actions, risks and budget. Advanced will also provide a monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised. A version of this report will be modified for Chandler's executive leadership assessing progress compared to schedule, issues, actions, risks, resources and budget.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	• Weekly Status Meeting and Report • Monthly Project Progress Summary • Weekly/monthly Executive Leadership Report
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Subtask 1.4 – Quarterly Project Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both Chandler and Advanced. The quarterly sponsor review meeting will review progress to date, future actions, and will validate, on a quarterly basis, that the Go Live date is still achievable for both parties. The dates for these meetings will be determined jointly by the Chandler PM and the Advanced PM.

Advanced will prepare a Quarterly Executive Leadership Review to be attended by executive leadership from Chandler and Advanced (VP of Professional Services & VP of Sales and Customer Success). The quarterly sponsor review meeting will review progress to date, future actions, and will validate, on a quarterly basis, that the Go Live date is still achievable for both parties. The dates for these meetings will be determined jointly by the Chandler PM and the Advanced PM.

Subtask 1.4 – Deliverables

Subtask 1.4 Deliverables	• Quarterly Sponsor Review • Quarterly Executive Leadership Review
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Task 2 – Interfaces, Modifications, and Reports

This task covers the Infinity CIS interfaces to existing Chandler systems, related products in the Infinity product suite, modifications to Infinity CIS or related products in the Infinity product suite, and reporting. Development effort may be required by the vendor for the system to which Advanced is interfacing. These vendor costs, if any, are the responsibility of Chandler and are not in scope.

Advanced will document the status of these tasks, whether conducted by Chandler, Advanced, or the 3rd-party vendor, in the weekly status reports.

Subtask 2.1 – Interfaces

The following group of interfaces will require efforts from Advanced, and potentially Chandler staff or a third-party vendor, to support the specific interface requirements. Advanced will develop the following group of interfaces required by Chandler under this SOW. The system Modifications required to support a specific interface may require focused Interface Discovery workshops. For interfaces introduced that are not currently in CIS V3, Advanced will create a Business Requirements Document (BRD) and Use Case Document for each interface requiring development effort from Advanced's technical staff (not applicable to existing Chandler interfaces).

Development effort may be required by the vendor for the system to which Advanced is interfacing. These vendor costs, if any, are the responsibility of Chandler and are not in scope.

Subtask 2.1.1 – Oracle General Ledger Export

A one-way batch file interface between CIS Infinity and Oracle Financials will be implemented to support the export of summarized general ledger information for updated cash, billing, and adjustment batches from Infinity CIS to Oracle Financials General Ledger module.

1. Action	2. Responsible Party
3. Provide general ledger file layout	4. Chandler
6. Configure general ledger export interface in CIS Infinity	5. AUS
7.	8. AUS
9. Provide instructions on how to run the general ledger export process in Infinity CIS	10. AUS
11. Run general ledger export process in Infinity CIS to create the general ledger export file	12. Chandler
14. Import general ledger export file in the financial system's general ledger module	13. Chandler
	15. Chandler
	16.

Subtask 2.1.2 – Oracle Accounts Payable Export (New Interface)

A one-way batch file interface between CIS Infinity and Oracle Financials will be implemented to support the export of customer refund transactions from Infinity CIS to Oracle Financials Accounts Payable module.

17. Action	18. Responsible Party
19. Provide customer refund transaction file layout	20. Chandler
22. Configure accounts payable export interface in Infinity CIS	21. AUS
	24. AUS

23.	
25. Provide instruction on how to generate the accounts payable export file in Infinity CIS	26. AUS
27. Run the processes to generate the accounts payable export file in Infinity CIS	28. Chandler 29.
30. Import accounts payable export file in financial system's accounts payable module	31. Chandler 32.

Subtask 2.1.3 – Accela Interface (New Interface)

A one-way real-time interface between CIS Infinity and Accela permitting system will be implemented to support the addition of new accounts in Infinity CIS from Accela.

33. Action	34. Responsible Party
35. Install CIS REST API and provide assistance with API endpoints to use 36.	37. AUS
38. Implement Accela triggers to call CIS REST API to initiate service in Infinity CIS 39.	40. Chandler / Accela

Subtask 2.1.4 – GIS Interface

A one-way real-time interface between CIS Infinity and the City's GIS system will be implemented to provide access to GIS information from Infinity CIS.

Using the embedded GIS functionality, CIS Infinity will consume the City's existing ESRI geodatabase to display a spatial representation of utility accounts in the AccountView screen, providing access to GIS layers and CIS account services. Using selection tools, multiple accounts can be selected on the embedded GIS map and used to generate CIS actions, such as letters, tasks, service orders, and outbound dialing files.

41. Action	42. Responsible Party
43. Provide GIS configuration details (initial map extent, WKID, map service URI, etc.)	44. Chandler 45.
46. Provide unique identifier linking GIS and CIS systems	47. Chandler 48.
49. Configure embedded GIS functionality	50. AUS 51.
52. Configure CIS actions	53. Chandler 54.

Subtask 2.1.5 – GIS Service Address Validation

A one-way real-time interface between CIS Infinity and the City's GIS system will be implemented to support the validation of service addresses in batch and at point of entry.

For services addresses added or updated within Infinity CIS, a real time verification of the service address against the GIS database will be performed.

Using a configurable process in Infinity CIS, service addresses will be validated in batch against the City's GIS addresses.

55.	Action	56.	Responsible Party
57.	Provide GIS Service Address Validation API documentation and support	58.	Chandler
59.		59.	
60.	Provide assistance mapping the data between GIS and CIS Infinity	62.	Chandler
61.		63.	
64.	Implement a service address validation mechanism	66.	AUS
65.			
67.	Configure the service address validation interface	69.	AUS
68.			

Subtask 2.1.6 – Lockbox Import (New Interface)

A one-way batch file interface between CIS Infinity and Chase bank will be implemented to support the import of the customer Lockbox payments from Chase to CIS Infinity.

70.	Action	71.	Responsible Party
72.	Provide Chase lockbox payment file layout.	74.	Chandler
73.			
75.	Configure Chase payment import file layout in Infinity CIS	77.	AUS
76.			
78.	Configure Chase payment import interface in Infinity CIS	80.	AUS
79.			
81.	Provide instruction on how to run the Chase payment import process in Infinity CIS	83.	AUS
82.			
84.	Download the Chase payment import file at a location accessible to Infinity CIS	86.	Chandler
85.			
87.	Run the Chase payment import process in Infinity CIS	90.	Chandler
88.			
89.			

Subtask 2.1.7 – eLockbox Import

A one-way batch file interface between CIS Infinity and Chase bank payment consolidator will be implemented to support the import of the customer eLockbox payments from Chase to CIS Infinity.

91.	Action	92.	Responsible Party
93.	Provide Chase eLockbox payment file layout.	95.	Chandler
94.			
96.	Configure Chase eLockbox payment import file layout in Infinity CIS	98.	AUS
97.			
99.	Configure Chase eLockbox payment import interface in Infinity CIS	101.	AUS
100.			
102.	Provide instruction on how to run the Chase eLockbox payment import process in Infinity CIS	104.	AUS
103.			

105. Download the Chase eLockbox payment import file at a location accessible to Infinity CIS 106.	107. Chandler
108. Run the Chase eLockbox payment import process in Infinity CIS 109.	110. Chandler

Subtask 2.1.8 – Wire Payment Import (New Interface)

A one-way batch file interface will be implemented to support the import of utility customer wire payments into Infinity CIS.

111. Action	112. Responsible Party
113. Provide wire payment import file layout. 114.	115. Chandler
116. Configure wire payment import file layout in Infinity CIS 117.	118. AUS
119. Configure wire payment import interface in Infinity CIS 120.	121. AUS
122. Provide instruction on how to run the wire payment import process in Infinity CIS 123.	124. AUS
125. Download the wire payment import file at a location accessible to Infinity CIS 126.	127. Chandler
128. Run the wire payment import process in Infinity CIS 129.	130. Chandler 131. 132.

Subtask 2.1.9 – Mass Meter Exchange Import

A one-way batch file interface between CIS Infinity and the City's metering services will be implemented to support the import of meter exchanges from metering services into Infinity CIS.

133. Action 134.	135. Responsible Party
136. Provide V3 Meter Exchange file layout 137.	138. Chandler 139.
140. Configure Meter Exchange file layout in Infinity CIS 141.	142. AUS
143. Configure Meter Exchange import in Infinity CIS 144.	145. AUS
146. Provide instruction on how to run the Meter Exchange import in Infinity CIS 147.	148. AUS
149. Run Meter Exchange import in Infinity CIS 150.	151. Chandler 152.

Subtask 2.1.10 – Waterfluence Export

A one-way batch file interface between CIS Infinity and the City's solution for landscape water conservation programs, Waterfluence, will be implemented to support the export of account and meter related information from CIS Infinity to Waterfluence.

The interface will include 3 export files, having the layouts configurable in Infinity CIS.

153. Action		154. Responsible Party	
155.	Provide the 3 Waterfluence file layouts	157.	Chandler
156.		158.	
159.	Configure 3 Waterfluence layouts in Infinity CIS	161.	AUS
160.			
162.	Configure 3 Waterfluence export interfaces in Infinity CIS	164.	AUS
163.			
165.	Provide instruction on how to run the export process in Infinity CIS	167.	AUS
166.			
168.	Run the export processes in Infinity CIS to generate the Waterfluence files	170.	Chandler
169.		171.	
172.	Provide the export files to Waterfluence	173.	Chandler
		174.	

Subtask 2.1.11 – Stopped Meter Export (New Interface)

Chandler uses a query in v3 to determine meters with a zero read and further investigate.

As part of this SOW, a one-way batch file interface will be implemented to support the export of meters with a zero read as a CSV file used by Chandler for further review.

175. Action		176. Responsible Party	
177.	Provide the SQL statement used in V3 to generate the stopped meter list	179.	Chandler
178.		180.	
181.	Configure stopped meter file layout in Infinity CIS based on the V3 SQL statement	183.	AUS
182.			
184.	Configure stopped meter export interface in Infinity CIS	186.	AUS
185.			
187.	Provide instruction on how to run the export process in Infinity CIS	189.	AUS
188.			
190.	Run the export processes in Infinity CIS to generate the stopped meter file	191.	Chandler
		192.	

Subtask 2.1.12 – Water Meter Inventory Import

A one-way batch file interface between CIS Infinity and City's water meter vendor will be implemented to support the import of newly purchased water meters from the water meter vendor system to CIS Infinity CIS water meter inventory.

193. Action		194. Responsible Party
195. Provide water meter inventory import file layout.	196.	197. Chandler
199. Configure water meter inventory import file layout in Infinity CIS	200.	201. AUS
202. Configure water meter inventory import interface in Infinity CIS	203.	204. AUS
205. Provide instruction on how to run the water meter inventory import process in Infinity CIS		206. AUS
207. Download the water meter inventory import file at a location accessible to Infinity CIS	208.	209. Chandler
211. Run the water meter inventory import process in Infinity CIS		212. Chandler
		213.

214. Download the meter reading import from the meter reading system, and place it at a location accessible to CIS Infinity	215. Chandler
216. Run meter reading import process in CIS Infinity	218. Chandler
217.	

Subtask 2.1.13a – Neptune AMR Meter Reading Import/Export

A two-way batch interface (AMR) between CIS Infinity and Neptune 360 meter reading software will be implemented to support the export of account and meter related information from CIS Infinity to the meter reading software, as well as the import of the meter data reads, meter notes, comments and trouble codes for billing purposes from the meter reading system to CIS Infinity.

219. Action		220. Responsible Party
221. Provide meter read request file layout	222.	223. Chandler
224. Configure meter read request file layout in CIS Infinity	225.	226. AUS
227. Configure meter read request interface in CIS Infinity	228.	229. AUS
230. Provide instruction on how to run the meter read request process in CIS Infinity	231.	232. AUS
233. Run meter read request process in CIS Infinity to create the meter read request file	234.	235. Chandler
236. Send meter read request file to meter reading system	237.	238. Chandler
239. Provide meter read import file layout	240.	241. Chandler
242. Configure meter read import file layout in CIS Infinity		244. AUS

243.		
245.	Configure meter read import interface in CIS Infinity	247. AUS
246.		
248.	Provide instruction on how to run the meter read import in CIS Infinity	250. AUS
249.		
251.	Download the meter reading import from the meter reading system, and place it at a location accessible to CIS Infinity	252. Chandler
253.	Run meter reading import process in CIS Infinity	255. Chandler
254.		

Subtask 2.1.13b – Neptune AMI Meter Reading

A real-time interface will be implemented to support the ability to request meter readings for billing purposes from CIS Infinity to the Neptune meter reading software. The interface will use Neptune web services or API to send the meter read request from CIS Infinity to Neptune AMI. The interfaces will store the meter reads provided by Neptune AMI as pending reads in CIS Infinity

256.	Action	257.	Responsible Party
258.	Provide Neptune AMI web services/API details.	260.	Chandler
259.			
261.	Provide data mapping for the Neptune read request web service method/API endpoint	263.	Chandler
262.			
264.	Implement a runnable process to send the meter read request from CIS infinity to Neptune, and process the Neptune AMI response	266.	AUS
265.			
267.	Provide instruction on how to run the meter read request process in CIS Infinity	269.	AUS
268.			
270.	Run meter read request process in CIS Infinity and validate the Neptune AMI response	272.	Chandler
271.			

Subtask 2.1.14 - EBP (InfoSend or other AUS supported layout) (New Interface)

A one-way batch interface will be implemented to export bill details from CIS Infinity to Infosend or other AUS supported bill print provider that will generate and mail out customer bills.

The Advanced standard electronic bill presentment (EBP) file will be created to export from CIS Infinity all billing and sorting information required by Infosend.

273.	Action	274.	Responsible Party
275.	Configure the standard Electronic Bill Presentment (EBP) file	277.	AUS
276.			
278.	Design the bill print with Infosend using the AUS EBP file layout	280.	Chandler
279.			

281. Create a billing batch in CIS Infinity and select Print Bills to generate the EBP file 282.	283. Chandler
284. Provide the EBP file to Infosend 285.	286. Chandler

Subtask 2.1.15 - InvoiceCloud

An interface between CIS Infinity and Invoice Cloud payment provider will be implemented to support the daily export of customer information from Infinity CIS to Invoice Cloud and the real-time import of the customer payments from Invoice Cloud to Infinity CIS.

287. Action	288. Responsible Party
289. Configure Invoice Cloud customer information file (CIF) export file layout in Infinity CIS 290.	291. AUS
292. Configure Invoice Cloud CIF export interface in Infinity CIS 293.	294. AUS
295. Provide instruction on how to run the Invoice Cloud CIF export process in Infinity CIS 296.	297. AUS
298. Run the Invoice Cloud CIF export process in Infinity CIS to generate the CIF file 299.	300. Chandler
301. Provide CIF file to Invoice Cloud	302. Chandler 303.
304. Configure the Interface Table Processing - Invoice Cloud Payments in the Infinity CIS	305. AUS 306.
307. Configure Invoice Cloud portal to post customer payments to Infinity CIS	308. Invoice Cloud 309.
310. Provide instruction on how to run the Invoice Cloud Payments process in Infinity CIS	311. AUS
312. Run the Invoice Cloud Payments process in Infinity CIS to pull the Invoice Cloud payments in a CIS transaction batch.	313. Chandler 314.

Subtask 2.1.16 – Collection Agency Export (New Interface)

A one-way batch interface will be implemented to support the export of customer and account collection details from Infinity CIS to the City's collection agency. This interface is dependent on the ability of the collection agency to consume such an export file.

315. Action	316. Responsible Party
317. Configure the Collection Agency Pickup Process 318.	319. AUS
320. Configure the collection export file layout	322. AUS

321.	
323. Provide staff the instruction on how to run and schedule the interface to automate	325. AUS
324.	
326. Run the Collection Agency Pickup process in CIS Infinity	328. Chandler
327.	
329. Update the cash batch of collection transactions to generate the export file	331. Chandler
330.	
332. Provide the collection export file to Valley Collection Services	333. Chandler

Subtask 2.1.17 – RMS (Solid Waste) Interface

Chandler uses a homegrown application (RMS) to handle the requirements of their solid waste services. An interface between RMS and CIS Infinity V3 was implemented using the staging tables (UTL) framework, as well as custom SQL views (AccountService view, Account view, Containers view, CustomerAccountComments view, CustomerAccount view, Customer view). Due to the technology differences and hosting requirements of Infinity CIS (V5), these SQL views cannot be recreated on the Infinity CIS Platform. To interface the RMS system with Infinity CIS, the SQL views need to be replaced with appropriate calls to the Infinity CIS REST API.

As part of this SOW, Advanced will provide documentation, training, and advice on the use of the REST API in order to provide the RMS system with the needed information. Modifications to the RMS solution are likely, but are outside of the scope of Advanced's engagement with Chandler.

334. Action	336. Responsible
335.	Party
337. Install CIS REST API	339. AUS
338.	
340. Provide CIS REST API documentation	342. AUS
341.	343.
344. Modify RMS to invoke CIS REST API, instead of SQL Views	346. Chandler /
345.	RMS Vendor

Subtask 2.1.18 – Customer Portal: Infinity CEP

Currently, Chandler utilizes Advanced's Infinity Link Customer Portal. As a part of this project, Advanced will deploy it's standard integration between Infinity CIS and Infinity CEP. Replacing the Infinity Link Customer Portal Solution.

Standard, out-of-the-box functionality is included within the scope of this SOW. In addition to standard functionality, Chandler requires the solution to allow customers to sign-up for alerts, and to support AMI to display real-time meter reads from Neptune. The modifications to Infinity CEP to support alerts and AMI shall be documented, and the development of these modifications shall be considered within the scope of this SOW.

Advanced will coordinate focused discovery sessions with Infinity CEP representatives, as needed, to obtain the required configuration settings and address any needed modifications.

347. Action 348.		349. Responsible Party
350. Install CIS REST API 351.		352. AUS
353. Provision and Configure Infinity CEP 354.		355. AUS
356. Enhance Infinity CEP to support customer sign-up for alerts, real-time meter reads		357. AUS

Subtask 2.2 – Modifications

During the discovery, differences between CIS Infinity V3 and Infinity CIS (V5) were identified that will require enhancements to V5. The following enhancements to Infinity CIS (V5) will be included in the scope of this upgrade project. Due to significant technological differences between CIS Infinity V3 and Infinity CIS (V5), Advanced reserves the right to reasonable change the implementation of these function in Infinity CIS, in so far that it continues to satisfy the minimum required inputs & outputs of the business processes.

1. Donations / Assistance
2. Exceptions: Consumption Increase 2x, Exceeds Specific Units

No other modifications to Infinity CIS were identified as required during the pre-Upgrade discovery sessions, therefore no modifications to Infinity CIS will be developed under the scope of this SOW. Should the need for modifications arise, they shall be addressed according to the Change Control process as defined in Subtask 1.1.

Subtask 2.3 – Reports

As part of the Upgrade project, all standard reports in V3 will be converted into Infinity CIS by Advanced. Additionally, Chandler currently has 217 custom reports and 60 custom views.

Chandler has requested 102 custom reports, as identified in Appendix 3 – Custom Reports. Two (2) of these reports will be replaced by new functionality and/or change of process in Infinity CIS V5. Twelve (12) of these reports will require DLL modifications in order to obtain the required data.

Any additional custom reports will need to be reviewed and actioned by Chandler. Should Chandler desire Advanced to convert any additional custom reports, they shall be addressed according to the Change Control process as defined in Subtask 1.1.

Custom views used for reporting or integrations will need to be replaced by calls to the Infinity CIS REST API.

358. Action		359. Responsible Party
360. Convert all standard V3 reports into Infinity CIS. 361.		362. Advanced

363. Convert 102 V3 custom reports identified in "SSRS Reports SOW List" into Infinity CIS. 364.	365. Advanced
366. Evaluate remaining custom reports. If Advanced's assistance is needed, a change order to reflect the increased scope may be required.	367. Chandler
368. Replace custom views used for reporting or integrations with calls to CIS REST API. 369.	370. Chandler

Subtask 2.4 – Exclusions

The following have been excluded from this Scope of Work, unless noted otherwise:

1. Rate Structural Changes

Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. A rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document will follow the jointly developed Change Order Process as defined in Subtask 1.1.

2. Enhancements / Modifications to Infinity CIS Leak Adjustment module

Infinity CIS Leak Adjustment module cannot accommodate the current calculation used by Chandler. If Advanced and Chandler are unable to find an acceptable solution within the current capabilities of the Leak Adjustment module, an enhancement or modification would be addressed utilizing the Change Control process as defined in Subtask 1.1.

3. Enhancements / Modifications to LIWAP Functionality

In CIS Infinity v3, Chandler manually handles the LIWAP program; as part of the Upgrade project, Chandler and Advanced will review the existing functionality in Infinity CIS to determine if their LIWAP requirements can be met. Should any enhancements or modifications be required, they will be addressed utilizing the Change Control process as defined in Subtask 1.1.

4. Enhancements / Modifications to Loans Functionality

Chandler is interested in using Loans for HOAs. As part of the Upgrade project, Chandler and Advanced will review the existing functionality in Infinity CIS to determine if the Loans capabilities can meet Chandler's requirements. Should any enhancements or modifications be required, they will be addressed utilizing the Change Control process as defined in Subtask 1.1.

5. Third Party Payment Processor

Real Time credit/debit card payment processing is provided via an interface to an Advanced partner payment processing vendor namely; InvoiceCloud. Any payment transaction fees charged by the payment processing vendor are the responsibility of Chandler. Chandler must have a contract with the payment processor to which the solution will be integrated prior to the start date of Functional Testing as defined in the project schedule.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to upgrade and reimplement Chandler's CIS Solution. Advanced will implement a phased approach as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

The Advanced PM will work with the Chandler Project Manager and staff to organize project information for the preparation of the Project Schedule (see Task1). The Advanced PM will organize and present all the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule
- Software Provisioning in the Advanced Infinity Cloud Platform
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- Issues Tracking Tool set-up and overview
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary
- Project Team Contact List which includes users that need access to the Issues Tracking Tool
- Overview of the operations of Infinity CIS via online conference
- Functional Discovery agendas delivery and review

The Advanced PM will oversee the daily activities of the project and work in conjunction with Chandler's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	• Project Kickoff Meeting • Initial Project Schedule • Training Course Agenda • Issues Tracking Tool Overview • Project Team Contact List
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Subtask 3.1 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Contracts signed	Advanced and Chandler
✓ Transition discussion from Sales to Professional Services	Advanced and Chandler
✓ Project Team identified	Advanced and Chandler

Subtask 3.1 – Exit Criteria

Criteria	Responsible Party
✓ Environments provisioned and signed off	Advanced and Chandler
✓ 3.1 Deliverables completed	Advanced
✓ Hosted environment(s) setup and CIS application provisioned and accessible by client	Advanced
✓ Connect Cloud environment to on-premise solutions (l.e. legacy systems, printers, email services, etc.)	Chandler

Subtask 3.2 – Phase 2 – Functional Discovery Review and Analysis

As part of the preceding Discovery project, Advanced conducted an initial Functional Discovery which resulted in the creation of the Solution Audit Document. The results of the Discovery project were used to define the scope of this project and to inform Advanced's estimates.

During this phase, Advanced and Chandler will review the data and business requirements of Chandler captured during the Discovery project. Where any gaps remain in the documentation of those business requirements, Advanced will conduct focused Functional Discovery Analysis Workshops. This analysis will complete the association between Chandler's business practices and the required Infinity CIS configuration.

The Functional Discovery Review and Analysis phase will be led by Advanced and broken out into functional workshops as needed. The workshops review the functional areas of the system and are the basis for how Advanced will configure, and convert the required business functions, business logic and data in the system.

Subtask 3.2.1 – Functional Discovery Analysis Workshops

Where any gaps remain in the documentation of Chandler's business requirements, Advanced will conduct focused Functional Discovery Analysis Workshops. These workshops will be led by Advanced to appropriately review and confirm all required information for the areas listed below. Advanced and Chandler will identify the necessary Chandler staff needed to attend these workshops two to four weeks in advance. Reports and Bill Print discoveries as outlined in Subtask 3.4 will be separate from the main functional discovery workshops and will be conducted at a time indicated in the Project Schedule.

Advanced will deliver a Functional Discovery Document that will address the items from the functional requirements and include, at a minimum, the following areas:

1. Foundation

Review of the basic system set up areas and logical business rules including but not limited to account types, services and customer/account information.

2. Billing

Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.

3. Rates

Review of the rate tariff and functional requirements for setting up rates, including but not limited to formulas, proration and multipliers.

4. **Cashiering**

Review of all payment types, interfaces, automated clearing house, endorsements, receipts and unapplied payments processing.

5. **Collections**

Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.

Collection process is not currently setup / limited setup exists in the Infinity CIS V3. Advanced will gather the business requirements and configure the collections process in Infinity CIS as part of the upgrade. Chandler and Advanced will work on this request together and determine the feasibility in going live with this new feature or to roll it out after Infinity CIS upgrade is complete. This new change should not impact the upgrade of existing CIS.

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	• Functional Discovery Workshop • Functional Discovery Document
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Subtask 3.2.1 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Functional Discovery Agendas delivered	Advanced
✓ Chart of Accounts, Rates, Configurable Interfaces Files Layouts, All As Is Process Flows gathered	Chandler

Subtask 3.2.1 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Chandler Core Team and/or SME's attendance at Functional Workshop	Chandler
✓ Functional Discovery Workshops conducted	Advanced
✓ Functional Discovery Document delivered	Advanced
✓ Review and edits/Sign Off of Functional Discovery Document 10 days from receipt of each iterative version	Chandler

Subtask 3.3 – Phase 3 – Interface Detail Discoveries

As part of the preceding Discovery project, Advanced conducted an initial Interface Discovery which resulted in the creation of the Solution Audit Document and the analysis of Chandler's interfacing and integration requirements. The results of the Discovery project were used to define the scope of this project and to inform Advanced's estimates.

During this phase, Advanced and Chandler will review the data and interface requirements of Chandler captured during the Discovery project. Where any gaps remain in the documentation of those interface requirements, Advanced will conduct focused Interface Detail Discovery Workshops. These detailed discoveries will complete the association between Chandler's business practices and the required Infinity CIS interface configuration.

As required, Advanced will conduct Interface Detail Discovery Analysis Workshops. Advanced will provide a Discovery Agenda and working with Chandler will identify necessary Chandler staff needed to attend this workshop two weeks in advance. Advanced will review with Chandler all interfaces identified in Task 2, to be developed in Infinity CIS.

Advanced will summarize the Interface Discovery discussions in an Interface Discovery Summary document that will be provided to Chandler to review and update as required.

Below are the minimum topics that will be covered:

- Functional (business) requirements analysis
- Use Case analysis

Advanced will create a detailed Business Requirements Document (BRD) and a Use Case Document for each development interface and modification requiring development (items in subtasks 2.1) for review and acceptance by Chandler. Configuration only type interfaces identified will not require a BRD.

Advanced will review the documentation with Chandler remotely and update as required.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	• Interface Discovery Agenda • Interface Discovery Workshop • Interface Discovery Summary • Use Case Document(s)
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Subtask 3.3 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Interface Discovery Agenda delivered	Advanced
✓ 3 rd Party Vendor participation secured (if applicable)	Chandler
✓ Staff SME participation secured	Chandler

Subtask 3.3 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Interface Discovery Workshop complete	Advanced
✓ SME attendance and 3 rd Party Vendor (if applicable) attendance at Interface Discovery Workshop	Chandler
✓ Interface Discovery Summary Document delivered	Advanced

✓ Use Case Document(s) delivered	Advanced
✓ Review and edits/Sign Off of Interface Discovery Summary 10 days from receipt of each iterative version	Chandler

Subtask 3.4 – Phase 4 – Other Discoveries

Subtask 3.4.1 – Reports Discovery

As part of the preceding Discovery project, Advanced conducted an initial Reports Discovery which resulted in the creation of the Solution Audit Document and the analysis of Chandler's custom reporting requirements. The results of the Discovery project were used to define the scope of this project and to inform Advanced's estimates.

As part of the Upgrade project, all standard reports in V3 will be converted into Infinity CIS by Advanced.

Chandler has requested 102 custom reports, as identified in "SSRS Reports SOW List". Two (2) of these reports will be replaced by new functionality and/or change of process in Infinity CIS V5. Twelve (12) of these reports will require DLL modifications in order to obtain the required data.

Any other custom reports will need to be reviewed and actioned by Chandler. Should Chandler desire Advanced to convert any additional custom reports, additional discovery sessions and additional scope may be required. The Change Control process identified in Subtask 1.1 shall govern any changes in scope.

Advanced will conduct one or more focused Report Discovery Workshops for custom report requirements. Such workshops will be led by Advanced.

Subtask 3.4.1 – Deliverables

Subtask 3.4.1 Deliverables	• Reports Discovery • Reports Analysis Spreadsheet
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Subtask 3.4.1 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Reports Analysis Spreadsheet delivered	Advanced
✓ Reports Analysis Spreadsheet populated with all Chandler's reports one month prior to scheduled Reports Discovery Workshop	Chandler
✓ Analysis of Reports Discovery Spreadsheet complete and available for Reports Discovery Workshop	Advanced

Subtask 3.4.1 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Reports Discovery Workshop conducted	Advanced
✓ SME attendance at Reports Discovery Workshop	Chandler
✓ Determination of custom reports delivered in CIS	Advanced

Subtask 3.4.2 – Bill Print and/or Notices & Receipt Discovery

Advanced will convert the existing standard Bill Prints and/or Notices that are part of CIS Infinity V3 to Infinity CIS v5. Any custom bill prints/notices built outside of the CIS system and/or custom built in the CIS system will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. Chandler will need to provide the logic to complete these changes.

Advanced will conduct a Bill Print/Notice Discovery Workshop for any custom bill print/notice requirements. This workshop will be led by Advanced.

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	• Bill Print Discovery Workshop • Bill Print Specifications
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Subtask 3.4.2 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Bill Print Samples provided	Advanced
✓ Agenda for Bill Print/Notices & Receipt Discovery delivered	Advanced
✓ Bill print vendor capabilities/restrictions	Chandler

Subtask 3.4.2 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Bill Print/Notices & Receipt Discovery Workshop conducted	Advanced
✓ SME attendance at Discovery Workshop	Chandler
✓ Bill Print Specifications Document delivered	Advanced
✓ Review and edits/Sign Off of Use Case Document(s) 10 days from receipt of each iterative version	Chandler

Subtask 3.4.3 – Service-Link Discovery

Advanced will conduct a Service-Link Discovery Workshop. This workshop will be led by Advanced or a partner and will review Chandler's mobile service order requirements including a detailed review of Chandler's business rules and technical environment.

Prior to the start of the Service-Link workshop, Chandler will complete the Service-Link Checklist provided by Advanced.

Advanced will deliver an Service-Link Discovery Document that will include the Technical Checklist.

Subtask 3.4.3 – Deliverables

Subtask 3.4.3 Deliverables	• Service-Link Discovery Workshop • Service-Link Checklist • Service-Link Discovery Document
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Subtask 3.4.3 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Service-Link Checklist delivered	Advanced
✓ Service-Link Checklist complete and returned 2 weeks prior to Discovery Workshop	Chandler
✓ Service-Link Discovery Agenda delivered	Advanced

Subtask 3.4.3 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Service-Link Discovery Workshop conducted	Advanced
✓ SME attendance at Discovery Workshop	Chandler
✓ Service-Link Discovery Document delivered	Advanced
✓ Service-Link Discovery Document reviewed and signed off 10 days from receipt	Chandler

Subtask 3.5 – Phase 5 – Data Integrity Check/Clean Up & Initial Data Conversion/Configuration

Subtask 3.5.1 - Version 3 Data Integrity Check and Clean up

Prior to the Infinity CIS upgrade conversion, the V3 Integrity Check Utility will be run by Advanced in coordination with Chandler within the Version 3 Upgrade Environment. The Version 3 Upgrade Environment must be refreshed from production by Chandler prior to running the V3 Integrity Check Utility. The V3 Integrity Check Utility will report on data integrity issues within the Version 3 database, which, if not resolved, will prevent the successful upgrading of the Version 3 database to the Infinity CIS database.

The V3 Data Integrity Check utility will find and report on data integrity issues, such as missing links (orphaned records), code look-ups and unpopulated required fields, Advanced staff will analyze issues reported by the Integrity Check Utility and prepare SQL scripts as required to resolve data issues and to review with the Chandler team via a Data Discovery session. Data fixes will be applied by Advanced in the

Upgrade Environment. Chandler will review data fixes and once approved, Chandler will run scripts and make data changes in your V3 Production Environment.

Subtask 3.5.1 – Deliverables

Subtask 3.5.1 Deliverables	Run V3 Integrity Check Utility on CIS Infinity Version 3 Upgrade Environment (Refreshed) Identify, resolve and update data changes into CIS Infinity Version 3 Upgrade Environment prior to the initial conversion of the V3 database to Infinity CIS Develop and run V3 data clean up scripts in the Version 3 Upgrade Environment prior to the initial conversion of the V3 database to Infinity CIS Refresh Version 3 Upgrade Environment from Version 3 Production Environment
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Subtask 3.5.1 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ New data cut that includes 100% of the agreed upon data from CIS V3 and provided no later than 2 weeks prior to Initial Rollout	Chandler
✓ Data Validation Parameters Finalized	Advanced and Chandler
✓ Baseline Accounts established, documented and provided to Advanced	Chandler

Subtask 3.5.1 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and Chandler
✓ Review of Issues Tracking Tool	Advanced

Subtask 3.5.2 – Infinity CIS (V5) Initial Configuration

Prior to the Infinity CIS upgrade conversion, the Infinity CIS (V5) system must be configured. Utilizing the System Audit, Code Audit, and Solution Audit documents created by Advanced during the preceding Discovery project and including the outcomes of any required Functional Discovery Analysis Workshops, Advanced will conduct the Initial Configuration of the Infinity CIS environment.

Prior to beginning the Initial Configuration, all relevant discovery documentation must be reviewed and signed-off by Chandler.

Subtask 3.5.2 – Deliverables

Subtask 3.5.2 Deliverables	Initial Configuration Rollout
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Subtask 3.5.2 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Functional Discovery Document signed off per timelines outlined in project schedule and no later than 2 months prior to scheduled rollout	Chandler

Subtask 3.5.2 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Initial Configuration complete to include no less than 70% of the total configuration requirements outlined in the Functional Discovery Document, excluding all configurable interfaces	Advanced
✓ All generic testing documents delivered including: conversion, End to End Testing, Bill Print Scenarios	Advanced
✓ Review of Issues Tracking Tool	Advanced

Subtask 3.5.3 - Infinity CIS Initial Upgrade Conversion, Data Validation and Testing

Once the Version 3 data integrity and cleanup process is complete and the initial configuration of Infinity CIS (V5) has been rolled-out, Advanced will convert Chandler's V3 data and load into Chandler's Infinity CIS Environment. Advanced will supply a data validation report confirming both Version 3 and Infinity CIS systems are in balance and will release the system for testing by Chandler.

The initial Infinity CIS Upgrade Conversion will average one to two days. The length of time necessary for conversion is dependent on several key factors including the size of the current database and number of years of data being converted.

NOTE: The upgrade conversion routine does not automate the upgrade of interfaces, Chandler security settings, hyperlinks, saved reporting criteria, information bars, billing formulas, bill prints, notices & receipts and custom reports. Advanced and Chandler will need to configure these manually as identified below.

Advanced is responsible for converting/configuring

- All billing formulas required by Chandler in Infinity CIS
- Current bill prints, notices and receipts
- Generic Information Bars
- Interfaces (Delivered at Integration Testing)

Chandler is responsible for converting/configuring:

- User security
- Hyperlinks

Configuration of security is required for the Integration Testing phase.

Prior to the completion of the Initial Upgrade Conversion Chandler will select a group of Baseline Accounts. Baseline Accounts provide Chandler’s staff with a point of reference when completing testing. The Baseline Accounts represent a cross-section of account types and include accounts handled differently than “normal” accounts. For example, a sample of an account for each rate code, an account with automatic withdrawal, accounts with multiple meters, and account with compound meters are all examples of accounts that should be included in Chandler’s Baseline Accounts, as applicable.

As part of the Initial Upgrade Conversion, Chandler will undertake testing of the Infinity CIS Upgrade conversion. Chandler’s project manager will coordinate the completion of the Infinity CIS Upgrade conversion testing and submit any issues identified in Team Support. This testing will provide Advanced with information relating to upgrade conversion anomalies to be corrected. Re-testing of identified conversion issues will be necessary.

During Initial Upgrade Conversion testing (and subsequent test phases), Advanced will access Chandler’s server in order to upload data corrections, with the assistance of Chandler’s technical staff. The users will re-test anomalies based on initial test results and established Baseline Accounts.

Subtask 3.5.3 – Deliverables

Subtask 3.5.3 Deliverables	Advanced to Convert CIS Infinity Version 3 database to Infinity CIS database Advanced to Deliver Data Validation Report which validates conversion accuracy between V3 and V5 Advanced to Review and deliver initial V5 data conversion load with Chandler Advanced to Time the process to convert and load data Advanced to Configure generic Information Bars Chandler to Review and approve the Data Validation Report Chandler to Run reports currently used by Chandler for balancing system in V3 and V5 to confirm versions are in balance Chandler to Create customized test scripts and share with Advanced Chandler to Run CIS Infinity V5 Data Validation Tool to compare and validate V3 data.
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Subtask 3.6 – Phase 6 – Reports Development and Delivery

Reports in Infinity CIS V3 identified during Reports Discovery will be converted to Infinity CIS system for review and acceptance by Chandler.

Any custom reports identified at Reports Discovery will be developed and delivered by Advanced once Chandler has signed off on the specifications. Any custom reports unidentified at the Reports Discovery will be recognized as out of scope and follow the Change Order Process.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	Custom Reports Specification, Development & Delivery (if applicable)
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Subtask 3.6 – Entry Criteria

Criteria	Responsible Party
✓ Attendance by SME at Reports Discovery Workshop	Chandler
✓ Reports Discovery Workshop complete	Advanced

Subtask 3.6 – Exit Criteria

Criteria	Responsible Party
✓ Custom Reports Specification Document(s) delivered for all identified custom reports	Advanced
✓ Review and edits/Sign Off Custom Reports Specification Document(s) 10 days from receipt of each iterative version	Chandler
✓ Custom Report(s) Delivery at start of ITC	Advanced
✓ Custom Reports(s) Testing and Signoff no later than the end of UAT	Chandler

Subtask 3.7 – Phase 7 – Core Team Training

Advanced will provide 3 weeks of Core Team Training to the Chandler Core Team.

Core Team Training will be conducted remotely via WebEx for the core team following the initial V5 conversion rollout. Users will be trained to ensure that they can access the system and navigate through Infinity CIS for testing purposes. To ensure an efficient and effective parallel process, Advanced recommends setting up a separate area for testing and training. The core team training is designed to train users on the new user interface (UI) and changes in key functional areas including AccountView, System Administration, Security, Cash, Billing, Collections, Service Orders, Reports, and Inventory. Core Team training assumes users are familiar with Version 3 and Chandler's business processes and does not include introductory or basic training to users unfamiliar with Version 3 functionality and processes.

Subtask 3.7 – Deliverables

Subtask 3.7 Deliverables	- Standard CIS Infinity CIS Training Agendas - Completion of Instructor-Led remote Core Team Training
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Subtask 3.7 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Agenda delivered	Advanced
✓ Where applicable, Training Room/workstations/software/participants available for training	Chandler
✓ Infinity CIS System QA'd and prepared for Training	Advanced

Subtask 3.7 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Instructor-Led remote Core Team Training delivered	Advanced
✓ 90% Attendance rate from Core Team at all sessions	Chandler

Subtask 3.8 – Phase 8 – Interface Delivery

Once an interface has been implemented, unit tested and QA'd internally by Advanced, Chandler will be notified that the interface is ready to be released and available for testing or Chandler will be notified that the interface is ready to be released and deployed in Chandler's environment through an executable or build.

Subtask 3.8 – Deliverables

Subtask 3.8 Deliverables	• Interfaces are ready for Chandler to test
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Subtask 3.8 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ File Layout for each interface provided during Interfaces Discovery	Chandler
✓ 3 rd Party Vendor participation in Interface Discovery process (if applicable)	Chandler

Subtask 3.8 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Interfaces delivered	Advanced
✓ Testing of interfaces with 3 rd party vendor participation (if applicable)	Chandler

Subtask 3.9 – Phase 9 – Software Testing

Advanced will support all software testing through possible combinations of onsite support, remote support and video conferencing online support. Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide Chandler with generic test scripts. Modification of test scripts to match Chandler's specific business scenarios is the responsibility of Chandler. From the test scripts Chandler will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Data Conversion is an iterative process and will require fixes throughout all testing phases based on the outcomes of each testing phase.

With each data conversion Advanced will provide and Chandler will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by Chandler. The Issues Tracking Tool maintains a history of analysis and problem resolution.

The Issues Tracking Tool will be managed and maintained by the Advanced PM and will be reviewed with both Advanced and Chandler staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in the Issues Tracking Tool so that they will be resolved within a timely manner. The Advanced PM or designate will document to the Chandler Project Manager (in detail) the issue or defect, the resolution or workaround alternative, if applicable.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans, where applicable.

Chandler will provide Advanced with evidence through Test Cases utilizing the Advanced Testing Tool (Smartsheet) and various other methods of testing documentation that testing is being done and progressing through the test phases.

The software testing phase is divided into the following test cycles:

Subtask 3.9.1 – Functional Testing

Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process. In the review of these individual accounts, Chandler will be tasked with testing each rate element in the system and documenting the results to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	- Functional Test Data Conversion Refresh and Validation Report - Rates Testing Matrix
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Subtask 3.9.1 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Configuration complete in accordance to the requirements outlined in the Functional Discovery Document and excluding all interfaces and modifications	Advanced
✓ Data Refresh timelines recorded for the data cut, conversion and load	Advanced and Chandler
✓ Customized Testing Documents designed and functional test cases created in Advanced Testing Tool	Chandler
✓ Executed Contract with Payment Processor	Chandler

Subtask 3.9.1 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Testing of all applicable functional modules using customized test documents and test cases, reporting any anomalies in Issues Tracking Tool	Chandler
✓ Retesting of fixed conversion items, testing of conversion additions and report anomalies in Issues Tracking Tool	Chandler
✓ Functional Data Validation jointly reviewed and anomalies under investigation by both parties	Advanced and Chandler
✓ Rates Testing Completion and anomalies reported in Issues Tracking Tool	Chandler
✓ Successful resolution of mutually agreed upon critical configuration type tickets reported no less than 15 days from the scheduled ITC Refresh start date	Advanced
✓ Backup and Restore Site Failover Testing	Advanced
✓ Connectivity validated between CIS platform test instance and dependent systems	Advanced

Subtask 3.9.2 - Integration Testing Cycle (ITC)

ITC will utilize test scripts/cases customized by Chandler to confirm that the data conversion and business processes are functioning as expected.

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modifications scheduled for ITC. It includes testing of all end to end processes and all Chandler Owned Control Forms (service orders, actions, letter generation, security, admin).

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.9.2 Deliverables	• ITC Data Conversion Refresh and Validation Report • ITC Build Release for Modifications
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Subtask 3.9.2 – Entry Criteria ITC

<u>Criteria</u>	<u>Responsible Party</u>
✓ Completion of testing of all applicable functional modules using customized test documents and test cases and anomalies reported in Issues Tracking Tool	Chandler
✓ Customized Testing Documents designed and ITC test cases created in Advanced Testing Tool	Chandler
✓ Successful retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool	Chandler
✓ ITC Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and Chandler
✓ Rates Testing Completed and any anomalies reported in Issues Tracking Tool	Chandler
✓ Successful resolution of mutually agreed upon critical configuration type tickets reported no less than 15 days from the scheduled ITC Refresh start date	Advanced
✓ Interfaces complete	Advanced
✓ Chandler Owned Control Forms 60% complete which must include Service Order Types	Chandler
✓ CEP configuration/GUI commencement	Advanced
✓ Service-Link configuration	Advanced
✓ Chandler Payment Processor set up complete and ready for integration testing with Infinity CIS	Advanced

Subtask 3.9.2 – Exit Criteria ITC

<u>Criteria</u>	<u>Responsible Party</u>
✓ Technical and training daily support for initial week of ITC Testing	Advanced
✓ Build Release(s) (if applicable) applied for Interfaces	Advanced
✓ Testing of interfaces with 3 rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	Chandler

✓ Successful resolution of mutually agreed upon critical in scope issues reported no less than ten days from ITC Refresh start date	Advanced
✓ Successful resolution of mutually agreed upon critical configuration type tickets reported no less than 15 days from the scheduled ITC Refresh start date	Advanced
✓ Bill Print Testing complete and anomalies reported in Issues Tracking Tool	Chandler
✓ Reports Testing Complete and anomalies reported in Issues Tracking Tool	Chandler
✓ Cycle Billing Testing Complete and anomalies reported in Issues Tracking Tool	Chandler
✓ Chandler Owned Control Forms 90% complete	Chandler
✓ CEP configuration/GUI complete and ready for UAT	Advanced
✓ Service-Link testing and anomalies reported in Issues Tracking Tool	Chandler
✓ Service-Link configuration/GUI complete and ready for UAT	Advanced
✓ CEP Testing complete and any anomalies reported in Issues Tracking Tool	Chandler

Subtask 3.9.3 - User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with Chandler to select the integration test scripts that will be used during UAT.

The Advanced PM will work with Chandler to ensure that test results for each testing phase provide evidence that Infinity CIS capabilities have been properly integrated and tested in Chandler's test environment. Advanced will work with Chandler to support performance tests.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.9.3 Deliverables	• UAT Data Conversion Refresh and Validation Report • UAT Acceptance Criteria
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Subtask 3.9.3 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ UAT Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and Chandler

✓ Retested interfaces and modifications with 3 rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	Chandler
✓ Successful resolution of mutually agreed upon critical in scope issues reported no less than ten days from the ITC Refresh start date	Advanced
✓ Successful resolution of mutually agreed upon critical configuration type tickets reported no less than 15 days from the scheduled ITC Refresh start date	Advanced
✓ Bill Print Testing completed and signed off	Chandler
✓ Reports Testing completed and signed off	Chandler
✓ System Code Freeze	Advanced
✓ Final review of Chandler Owned Control Forms	Chandler
✓ CEP Issues reported not less than 10 days from scheduled UAT Refresh fixed	Advanced/Chandler
✓ Service-Link Issues reported not less than 10 days from scheduled UAT Refresh fixed	Advanced/Chandler

Subtask 3.9.3 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Successful testing of all end to end processes to include reporting and interfaces.	Chandler
✓ Successful resolution of all critical path conversion and configuration type tickets	Advanced
✓ Successful completion of all Chandler Owned Control Forms	Chandler
✓ Regression and stress test executed successfully	Chandler
✓ Successful testing of Payment Processor	Chandler
✓ Successful testing of Service-Link	Chandler
✓ Successful testing of CEP	Chandler

Subtask 3.10 – Phase 10 – End User Training

Advanced will provide 1 week of Infinity CIS End User training to Chandler to secure a working knowledge of Infinity CIS. As part of the Training Plan, Advanced will work with Chandler to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and Chandler staff attendance needs. End User training assumes users are familiar with Version 3 and Chandler's business processes and does not include introductory or basic training to users unfamiliar with Version 3 functionality and processes.

End User Training will be conducted by a combination of instructor led sessions in accordance with the Training Matrix and with Chandler availability to answer participant questions pertaining to Chandler business practices.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, Chandler will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	• Completion of Instructor Led End User Training • Training Session Attendance Report • Training Session Signoff form
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Subtask 3.10 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ End User Training Plan Matrix delivered	Advanced
✓ End User Training Plan Matrix completed	Chandler
✓ End User Training Schedule created	Advanced and Chandler

Subtask 3.10 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ All End User Training sessions required for Go Live complete	Advanced
✓ End Users absent or requiring additional assistance/training from End User Training identified	Advanced
✓ Additional training plan developed and provided to End Users identified as requiring additional assistance/training complete for Go Live	Chandler

Subtask 3.11 – Phase 11 – Cut-Over Plan/Go/No Go Criteria

Chandler will assist Advanced in the construction of Go/No-Go criteria. These criteria shall be used to determine whether or not to proceed to Phase 12 - Transition to Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, Chandler shall issue formal authorization to proceed with the Cut-Over Plan to production.

The Advanced PM will develop a Cut-Over Plan throughout the lifecycle of the project in preparation for a final transition to live. This plan details the steps and responsibilities for Advanced and Chandler to transition the CIS Solution to Chandler production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

Full emergency contact information

Detailed steps and communications of when data extract is obtained and data conversion is returned

Ordered steps for ensuring balancing of the system

Determination of whether a test system is refreshed at the same time as production for any required process testing

Post-cut-over checklist

Criteria that determine when the system will be turned over to end user staff

A formal release from Advanced that documents that the system has been handed to Chandler in full balance

Subtask 3.11 – Cut-Over Plan/Go/No Go Deliverables

Subtask 3.11 Deliverables	• Go/No Go Criteria • Cut-Over Plan • Formal Chandler Authorization to Transition to Live
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Subtask 3.11 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ System is in a readiness state for all critical path items (Billing related such as Collections and Donations)	Advanced and Chandler
✓ Chandler has invoked Change Management plan (employees, customers, vendors)	Chandler
✓ End Users trained	Advanced or Chandler

Subtask 3.11 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Cut-Over Plan finalized	Advanced and Chandler
✓ Organizational Readiness Plan finalized	Advanced and Chandler
✓ Go/No Go Meeting	Advanced and Chandler
✓ Authorization to Go Live	Chandler
✓ Post Cut-Over List of Tasks	Advanced and Chandler

Subtask 3.12 – Phase 12 – Transition to Live

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and Chandler staff.

The transition to live will have a new and final data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by Chandler and the Advanced PM.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	• Final Cut-Over Plan Report • Final Release Data Conversion Refresh and Validation Report • AR Balancing Report • Year and month active confirmation
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	• AR Summary Details Report • Transaction Code Report • Rates Report
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Subtask 3.12 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Execution of Cut-Over Plan	Advanced and Chandler
✓ End Users trained	Advanced and Chandler
✓ 3 rd Party Vendors communicated and on board	Chandler
✓ Execution of Organizational Readiness Plan	Advanced and Chandler
✓ Connectivity validated between CIS platform production instance and dependent systems	Advanced

Subtask 3.12 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Go Live Signed Off	Chandler
✓ Post Live Items identified	Advanced

Subtask 3.13 – Phase 13 – Post Go Live

Advanced will assist Chandler during the first week of Post Go Live activities, with two (2) Advanced Professional Services Team employees on-site.

Advanced will assist Chandler throughout the 2 month post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, remote communications, and online support through video conferencing to ensure a smooth transition to Customer Success. During this phase of the project, the following items will be supplied to Chandler:

- Weekly PM and technical staff meetings to review all high-priority items.
- Remote communications and video conference customer support.
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, Chandler will transition to Advanced's Customer Success Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	• Monthly Post Live Support Log • Transition to Support
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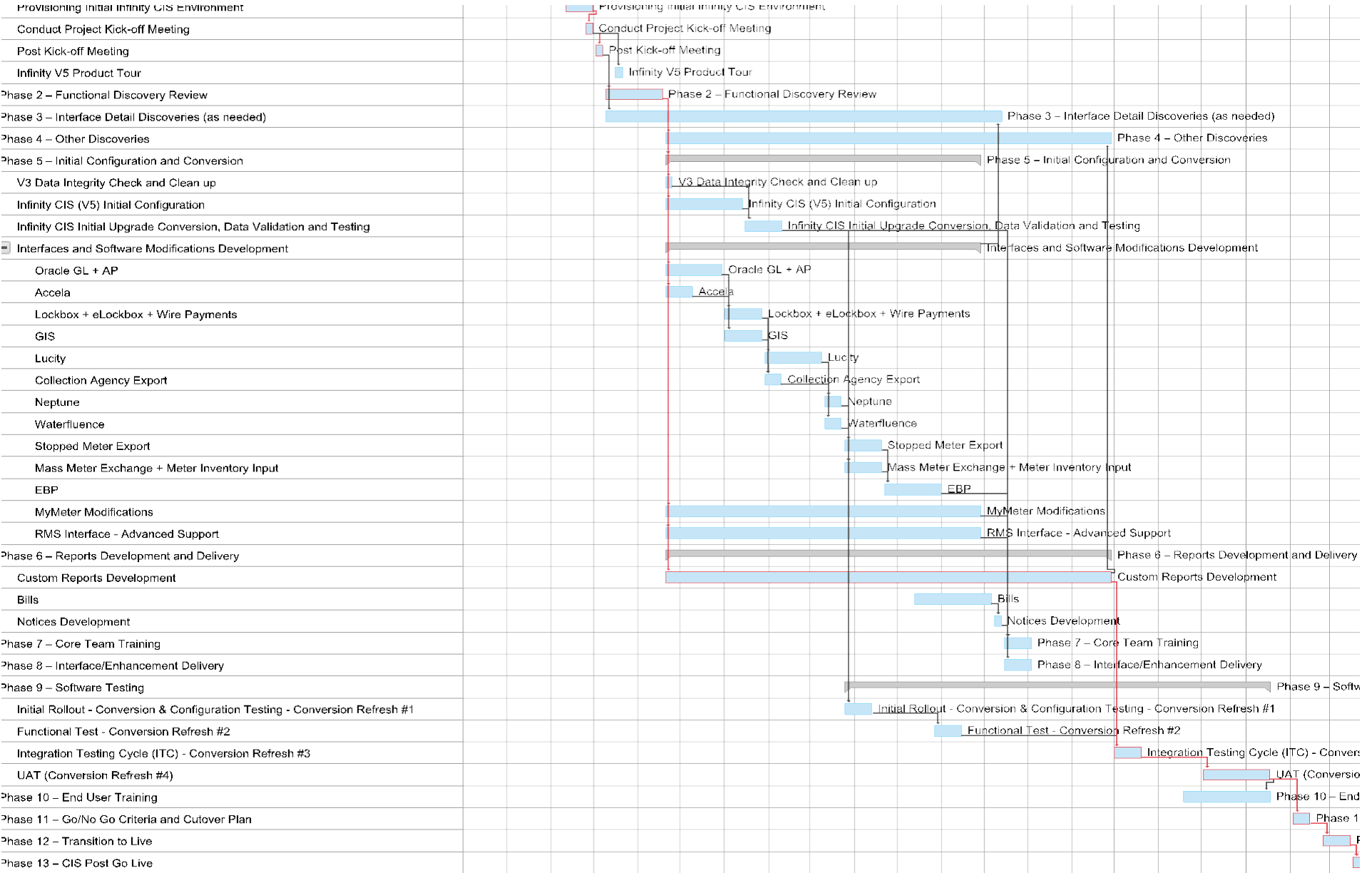
Subtask 3.13 – Entry Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Go Live Signed Off	Chandler
✓ Post Live Punch List Items Identified	Advanced

Subtask 3.13 – Exit Criteria

<u>Criteria</u>	<u>Responsible Party</u>
✓ Post Live Punch List Items resolved	Chandler and Advanced
✓ Project Completion documented	Advanced
✓ Transition to Customer Success Group	Advanced

Appendix 1 – Project Plan



Appendix 2 – Table of Responsibilities (Deliverables)

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
1	1	1.2	Weekly and Monthly Status Meetings & Reports	Project meetings to be attended by Advanced and Chandler. Project core team members to discuss work in progress, issues, risks, actions, near-term planned activities and associated resource commitments. Status reports to document project progress.	Advanced
2	1	1.3	Quarterly Sponsor Meeting	Meeting attended by Advanced and Chandler Project Manager and Project Sponsors to review project status.	Advanced
3	3	3.1	Environment ready for Software Provisioning	Application and database server (production and test) provisioned, and the operating system and database software have been loaded.	Advanced/ Chandler
4	3	3.1	Project Kick-Off Meeting	Kick-off meeting held with the project team.	Advanced
5	3	3.1	Draft Project Schedule	Initial draft Project Schedule delivered at project kickoff meeting. Project Schedule updates performed throughout the project. The schedule is updated for refinements to tasks, and percent complete inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.	Advanced
6	3	3.1	Risk Management Plan	Plan that defines how project risks will be logged, prioritized, assigned and managed to closure using a jointly agreed resolution strategy. Risk Log will be reviewed at project status meetings.	Advanced
7	3	3.1	Communication Plan	Plan that defines the Project Strategy for communicating internally within the Project Team.	Advanced
8	3	3.1	Change Management Plan	Plan that defines the strategy for communicating with employees and externally.	Chandler
9	3	3.1	Change Control Process	Process that defines how changes to project scope will be logged, approved, and managed as agreed to by both parties.	Advanced
10	3	3.1	Training Plan	Plan that defines Chandler resources to be trained, the courses to be delivered, materials, locations, facilities and other resources.	Advanced
11	3	3.1	Test Plan	Plan that defines Chandler's testing approach.	Advanced
12	3	3.1	Infinity CIS Server Provisioning	Provisioning of Infinity CIS on Infinity Cloud Platform	Advanced
13	3	3.1	Access Training	Access to client instances in Infinity Cloud Platform training for technical personnel.	Advanced
15	3	3.1	Training Courses Syllabus	Document that outlines the duration, prerequisites and topics to be covered during the Advanced delivered standard training courses.	Advanced
16	3	3.1	Project Team Contact List	Project listing of all Advanced and Chandler project team members' contact information.	Advanced
17	3	3.1	System Overview	Infinity CIS system overview demonstration	Advanced
18	3	3.1	Issues Tracking Tool Overview and Set up	Advanced will provide Chandler with and overview of the Issues Tracking Tool, the online tool for documenting and tracking issues as part of the overall implementation. Chandler users will be provided with user ids and passwords which also provide access to the Software Entity relationship diagrams and the Data Dictionary.	Advanced
19	3	3.1	Functional and Data Conversion Discovery Workshop Agendas	Documents that outline the business and conversion processes to be discussed during the Functional and Data Conversion Discovery Workshops.	Advanced
20	3	3.2	Data Requirements for Functional Workshops	Chandler to provide business process documentation as identified in Subtask 3.2.	Chandler
21	3	3.2.1	Functional Discovery Analysis Workshop	Sessions that will assist Advanced in learning Chandler business processes and educating Chandler about the features and limitations of the software. Advanced will lead the sessions with Chandler business process experts participating.	Advanced
22	3	3.2.1	Functional Discovery Document	Document that captures all learning and understanding gained in the Functional Discovery Analysis Workshops. Document will serve as a template for configuring the software.	Advanced
23	3	3.3	Interface/Enhancements Discovery Workshop Agendas	Documents that outline the items to be discussed during the Interface/Enhancement Discovery Workshop.	Advanced

24	3	3.3	Interfaces/Enhancements Workshop	Session that will aid Advanced in understanding modification requirements and the third-party systems' interfacing capabilities to determine the best approach for interfacing with the identified third party systems.	Advanced
25	3	3.3	Business Requirements Document	BRD and/or Use Case Documentation for interfaces/Enhancements identified in Task 2.1 and 2.2. Rollout document for interfaces identified in Subtask 2.2.	Advanced
26	3	3.4.1	Reports Discovery Workshop	Sessions to review the reporting requirements of Chandler. Advanced will lead the sessions with Chandler business process experts participating.	Advanced
27	3	3.4.1	Reports Analysis Spreadsheet	Document that lists all reports provided by Chandler and designates those reports that are standard within Infinity CIS and those that require modification.	Advanced
28	3	3.4.2	Bill Print Discovery Workshop	Session to review of all bill print types, notices, receipts including a review of the bill printing and bill re-printing processes. Advanced will lead the sessions with Chandler experts participating.	Advanced
29	3	3.4.2	Bill Print Specification	Specification for bill print design	Advanced
30	3	3.5.1	Initial Data Conversion Load	Loading of initial conversion by Advanced on Chandler's system.	Advanced
31	3	3.5.1	Baseline Accounts	Chandler, with Advanced's assistance will identify baseline accounts to be used for testing.	Chandler
32	3	3.5.1	Data Validation Results	Report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
33	3	3.5.1	Initial System Configuration Rollout	Configuration of the control forms and rates by Advanced based on the Functional Discovery document.	Advanced
34	3	3.5.2	Initial CIS Upgrade Conversion, Data validation Testing	Advanced will convert Chandler's V3 data load into Chandler's CIS Infinity Environment. Advanced will supply data a data validation report confirming both version 3 and Infinity CIS are in balance and will release the system for testing by Chandler	Advanced
35	3	3.6	Training Agendas	Standard Training Agenda for each training course identified in the Training Plan.	Advanced
36	3	3.6	Core Team Training	Execution and completion of Core Team training per the Training Plan. Training will include the Issues Tracking Tool training.	Advanced
37	3	3.7	Custom Reports Delivery	Delivery of custom reports identified in the Reports Analysis Spreadsheet.	Advanced
38	3	3.8.1	Interface Configuration, Testing and Rollout	Configuration, testing, and rollout of configuration type interfaces that have been identified in Task 2.2 of this SOW.	Advanced
39	3	3.9.1	Functional Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Chandler's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
40	3	3.9.1	Generic Test Scripts	Generic Integration Test scripts provided by Advanced to test system functionality.	Advanced
41	3	3.9.1, 3.9.2, 3.9.3.	System Testing	Chandler to conduct testing as outlined in the Test Plan, document test results (pass/fail) and log any issues in the Issues Tracking Tool for resolution by Advanced.	Chandler
42	3	3.9.1	Rates Testing Matrix	Document outlining all necessary rates and rate scenario's to be tested. Chandler is responsible for testing and confirming all rates and rate scenarios are accurate and reflect the billing requirements of Chandler.	Advanced
43	3	3.9.2	Build Releases (ITC)	Installation of new builds on Chandler's system which include Chandler's modified software and interfaces.	Advanced
44	3	3.9.2	Integration Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Chandler's system. Includes audit report that documents the results of agreed upon conversion validation parameters.	Advanced
45	3	3.9.3	User Acceptance Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Chandler's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
46	3	3.10	End User Training, Signoff and Attendance Report	Execution and completion of End-User training per the Training Plan. Each training session will have an Attendance Report.	Advanced
47	3	3.11	Go/No Go Criteria Document	Document that identifies the criteria that will be adhered to enable cutover to Production to proceed. It includes metrics to evaluate project management readiness, business solution testing readiness, business readiness, IT	Advanced

				infrastructure readiness and reorganization/people readiness.	
48	3	3.11	Go / No Go Decision Document approved for Go Live	Document that defines the outcomes of application readiness based on the defined Go/No Go Criteria document and Cutover Plan defined. The result will be a decision to Go-live or to identify issues that will need to be resolved prior to Go-Live or can be deferred to post go-live. The decision to transition to Go Live will be approved when the items defined in the Cut-Over and readiness assessment has been successfully achieved and there are no significant agreed upon issues that will impact transition to Production.	Advanced
49	3	3.11	Cutover Plan	Document that defines steps and responsibilities of Advanced and Chandler during transition to Production. Includes steps to achieve system balance and includes a conversion cutover plan.	Advanced
50	3	3.12	Go Live - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Chandler's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
51	3	3.12	Go Live	System is operating and being used. Balancing of legacy and Advanced CIS has been validated and signed-off by Chandler.	Advanced
52	3	3.13	Completion of Post Live Support	Conclusion of Post live support period, which includes remote and online video conferencing.	Advanced
53	3	3.13	Customer Success Transition Meeting	A transition meeting to transfer from the project implementation phase to the support phase of the contract.	Advanced

Appendix 3 – Custom Reports

Report Name	Procedure/Function	ReportDescription	Conversion
MonthlyPaymentFile.rdl	MonthlyPayments	Payment detail in a specified month/accounting period. Pulls from BIF001, BIF956_C, BIF503, and BIF961 to create a cursor of all receipts. Truncates COC_AcctngDataMonthly table. Inserts payment information into table of records from BIF956_C, BIF503, BIF001, GLE001, and UTL045. Loops through the cursor of receipts and sets values in the table of records. Loops through the table of records and inserts data into table COC_AcctngDataMonthly. The report then pulls from this table. This is a monthly payment file.	CIS DLL
City of Chandler Utility Bills	GetMonthInfo	Returns a "F" for future months, "Y" if the month is closed, or "N"	CIS DLL
City of Chandler Utility Bills	getCOCUtilityBills	Return Utility Bill details	CIS DLL
Returns Utility Account detailCity of Chandler Accounts	GetCOCAccounts	Returns Utility Account details	CIS DLL
City of Chandler Active Services with RatesCity of Chandler Active Services with Rates	getActiveServices	Returns information about the active services	CIS DLL
UtilityInvoiceTotalsByCostCenter.rdl,	CISCostCtr	Returns a list of Cost Center numbers.	New CIS Report
UtilityInvoiceTotalsByCostCtrDetailSR.rdl,	CISCostCtr	Returns a list of Cost Center numbers.	New CIS Report
UtilityInvoiceTotalsByCostCenterSummarySR.rdl	CISCostCtr	Returns a list of Cost Center numbers.	New CIS Report
UtilityInvoiceTotalsByCostCtrDetailSR.rdl,	GLFromDate	Returns the list of From Dates in DB and mm/dd/yyyy format.	New CIS Report
UtilityInvoiceTotalsByCostCenterSummarySR.rdl	GLFromDate	Returns the list of From Dates in DB and mm/dd/yyyy format.	New CIS Report
UtilityInvoiceTotalsByCostCtrDetailSR.rdl,	GLToDate	Returns a list of To Dates in DB and mm/dd/yyyy format.	New CIS Report
UtilityInvoiceTotalsByCostCenterSummarySR.rdl	GLToDate	Returns a list of To Dates in DB and mm/dd/yyyy format.	New CIS Report
UtilityInvoiceTotalsByCostCenter.rdl,	UtilityInvoicesByCostCenter	Returns the details for the utility invoices filtered by cost center and date range	New CIS Report
UtilityInvoiceTotalsByCostCtrDetailSR.rdl,	UtilityInvoicesByCostCenter	Returns the details for the utility invoices filtered by cost center and date range	New CIS Report
UtilityInvoiceTotalsByCostCenterSummarySR.rdl	UtilityInvoicesByCostCenter	Returns the details for the utility invoices filtered by cost center and date range	New CIS Report
AccountsWithNoMeter.rdl	GetAccountsWithNoMeter	Joins BIF005, BIF003, CON009, CON013, CON015, BIF001, BIF002, BIF004 to return account, customer, account type, account status, move-in date, customer name, last meter install date, service type, service address, and permit number where the account has no associated meter.	New CIS Report
ActiveMetersBySize.rdl	GetActiveMetersBySize	Builds dynamic SQL using parameters. Active meter information by size, manufacturer, cycle, remote type, service type and book. Joins BIF005, MEF301, MEF302, CON151, CON013, CON015, CON009, CON078, CON137, CON136, BIF002, CON089, BIF001, and BIF003 to return account, service address, customer name, account type, account status, move-in date, move-out date, service type, meter size, meter type, meter type description, meter id, remote id, remote type, meter install date, and last read.	New CIS Report
ActiveMetersbySize.rdl	getRemoteTypes	Returns remote type and remote description for all remote types in CON078.	Filter
ActiveMetersbySize.rdl	getMeterManufacturers	Returns manufacturer code and description for all meter manufacturers from CON089.	Filter
ActiveMetersbySize.rdl	getMeterSizes	Returns all meter sizes from MEF302.	Filter

Historic water consumption.rdl	getConsumptionHistory	Builds dynamic SQL using parameters. Provides either a summary level or detail level of historic water consumption by service type, book, account type and cycle. For the detail report, joins BIF030, CON009, CON013, BIF003, and CON015 to return account, customer, service address, account status, meter id, service type, account type, and month. For the summary report, joins BIF030, CON009, CON013, BIF003, and CON015 to return service type, account type and month.	New CIS Report
N/A	ReadConsumptionDataDetail	Builds dynamic SQL using parameters. Joins BIF030, BIF004, CON009, CON013, MEF301, MEF302, BIF951_C, BIF005, BIF003, BIF100, and BIF016 to return account, customer, service address, move-in date, account type, meter size, service type, rate type, bill month, read date, read year, read month, account type, and consumption for a specified period and specified water type. This is the detail data for the summary provided in ReadConsumptionData.	New CIS Report
N/A	GetPretreatmentCharges	Joins BIF003, BIF001, CON013, CON015, BIF955_C, BIF951_C, GLE001, CON171, BIF030, and BIF956_C to return account, customer, account type, account status, move-in date, move-out date, customer name, service address, transaction type, transaction date, amount, and comments for pretreatment charges only within a date range	New CIS Report
N/A	GetCutRechecks	Joins BIF003, COL100, BIF023, BIF032, and BIF030 to return account, customer, collections status, service order current read, service order read date, service order date completed, last billed read, last billed read date, count of billed reads, service order last recheck date, and the difference between the max billed read and the service order read. This provides a list of customers that have self-connected.	New CIS Report
N/A	GetConservationSOTypes	From CON023, returns the service order type and service description for all service descriptions that start with 'CON'.	Filter
N/A	GetConservationSOInfo	Builds dynamic SQL using parameters. Executes an insert statement into table COC_PRE_POST_REPORT_LANDING, Then pulls data from that table. Gets accounts that have had a conservation audit service order. Pulls all meter reads for a period prior to and post service order to see if the usage decreased. Uses tables BIF023, CON023, BIF030, BIF002, BIF003, CON013 for the insert.	
N/A	GetInvalidMeterAccounts	Contains a series of unions, joins BIF005, BIF003, and CON013 to return customer, account, account type, and error issue. List of invalid meters and the reason they are invalid.	New CIS Report
N/A	GetPreviousRead	Function that returns the previous water read for a particular customer and account, from BIF030.	Filter
N/A	getSRPData	Builds dynamic SQL using parameters. Provides both a summary and detail report of total reads and consumption for non-member, off-project, and on-project customers. For the summary results, joins BIF030, CON009, BIF951_C, and COC_SRP_BOOKS to return non-member count, non-member total, off-project count, off-project total, on-project count, on-project total, total account count, and total consumption. For the detail results, joins the same tables to return account, customer, read date, service, consumption, book, cycle, current read, previous read, read type, reading id, service id, service description, bill date, srp non-member indicator, srp off-project indicator, and srp on-project indicator.	New CIS Report
N/A	getSRPDataSummary	Calls getSRPData procedure passing request for summary data	New CIS Report
N/A	getSRPDataDetail	Calls getSRPData procedure passing request for detail data	New CIS Report

N/A	getSRPBookInfo	Lists books in order separated by a comma for non-member, on-project and off-project from COC_SRP_BOOKS.	New CIS Report
N/A	Get2xConsumptionBills	Builds dynamic SQL using parameters. Joins BIF966_C, BIF951_C, BIF003, BIF001, BIF002, CON151, CON137, CON136, GLE001, and BIF967_C to return cycle, account, customer, customer name, service address, move-in date, current bill date, current read days, current bill consumption, previous bill date, previous read days, previous consumption, and bill message code 1. Bill and consumption information for bills with 2x consumption bill messages for a specified time period.	CIS DLL
ReadConsumptionData.rdl	ReadConsumptionData	Builds dynamic SQL using parameters. Joins BIF016, CON009, CON013, BIF001, BIF003, BIF030, BIF951_C to return read date, read year, read month, account type, and consumption within a specified period and a specified water type. This is summary level data.	New CIS Report
ReadConsumptionData.rdl	ReadConsumptionCount	Builds dynamic SQL using parameters. Joins BIF016, CON009, CON013, BIF001, BIF003, BIF030, and BIF951_C to return a count of accounts by account type.	New CIS Report
ReadDaysOfBilledAccounts.rdl	GetReadDaysBilled	Builds dynamic SQL using parameters. Joins BIF966_C, BIF951_C, BIF003, BIF001, BIF002, CON151, CON137, CON136, BIF967_C, and GLE001 to return cycle, account, customer, customer name, service address, bill date, consumption, move-in date, and i_days for active, residential accounts with meters between specified bill dates and for specified i_days.	New CIS Report
ResAcctsWithIncreasedUsage.rdl	ResAcctsWithIncreasedUsage	Builds dynamic SQL based on parameters. Joins BIF966_C, BIF951_C, BIF003, BIF001, BIF002, CON151, CON137, CON136, BIF967_C, GLE001, BIF006, and BIF005 to return cycle, account, customer, customer name, service address, move-in date, current bill date, current read days, current bill consumption, previous bill date, previous read days, previous consumption, mailing address, meter, remote id, and difference between current bill consumption and previous bill consumption for cust/accounts with a difference of a specified consumption amount.	Change of Process
SRPReport.rdl	SRPGetAllData	From view COC_METER_READS_V, returns the total number of accounts and sum of consumption for Water, landscape, fireline and hydrant water meter reads in a specified period.	New CIS Report
SRPReport.rdl	SRPGetNonMemberData	From view COC_METER_READS_V, returns the total number of accounts and sum of consumption for Water, landscape, fireline and hydrant water meter reads, for only certain books in a specified period.	New CIS Report
SRPReport.rdl	SRPGetOnProjectData	From view COC_METER_READS_V, returns the total number of accounts and sum of consumption for Water, landscape, fireline and hydrant water meter reads, for only certain books in a specified period.	New CIS Report
SRPReport.rdl	SRPGetOffProjectData	From view COC_METER_READS_V, returns the total number of accounts and sum of consumption for Water, landscape, fireline and hydrant water meter reads, for only certain books in a specified period.	New CIS Report
Top Customers by Consumption (read_date).rdl	CustTopConsByReadDate	Builds dynamic SQL using parameters. Joins BIF030, BIF003, CON009, CON013, BIF001, BIF951_C, and BIF005 to return customer, account, customer name, meter, remote id, service description, rank, service address, and consumption for a set number of customers ranked by consumption.	CIS DLL

UseOnInactive.rdl	GetUseOnInactive	Builds dynamic SQL using parameters. Joins BIF002, CON151, CON137, CON136, BIF001, BIF030, BIF032, BIF023, CON023, CON005, BIF003, BIF005, and CON009 to return customer, account, last read, current read, consumption, last read date, current read date, previous read date, previous read, previous2 read date, previous2 read, service address, customer name, service, service order type, service order description, and service order date completed. This looks at the last two months to find accounts that are inactive but have consumption.	CIS DLL
	Coc_get_next_pk		
AccelaDiscrepancies.rdl	GetAccelaDiscrepancies	Joins UTL001, BIF001, BIF002, BIF003, and UTL003 to return customer last name, Accela customer last name, customer first name, Accela customer first name, account number, and move-in date where account status equals 'IN' and where there are discrepancies between the BIF and UTL tables.	CIS DLL
Accounts with 2 or More Pending Reads.rdl	AccountsMultPendingReads	From BIF016, returns the account number, count of reads, min read date and max read date where the read is pending, is of read type water, high flow or low flow, and the count is greater than two.	Filter
Active Accounts with No Bills.rdl	ActiveAccountsNoBills	From BIF016 joined to CON015, returns the move-in date, customer number, account number, account type, cycle and book where account status is active, the account number is not 99999999, and the account does not exist in a non-conversion batch in BIF951_c.	Filter
AdjustmentsReport.rdl	GetAdjustmentsReport	Builds dynamic SQL based on parameters. Joins BIF001, BIF003, BIF956_C, BIF040, BIF047, BIF041, BIF002, CON151, CON137, CON136, COC_TRANSGROUP, and COC_TRANSTYPE to return customer, account, general type, customer name, service address, req date, approved date, updated date, water amount, waste water amount, sold waste amount, tax amount, amount from overpayment, amount to overpayment, row total, batch id, status, invalid batch flag where in certain transaction groups, ar codes, transaction codes and account statuses.	CIS DLL
AgedCustomerAccountSummary.rdl	AgedCustomerAccountSummary	Builds dynamic SQL based on parameters, joins BIF041, BIF003, BIF001, CON151, CON137, CON136, CON013, CON015 to return account, customer, account type, account status, move-in date, move-out date, service address, and number of days aged for those accounts with a balance greater than zero and with AR codes in DO, RW, SE, SW, TX, WA, and OP	CIS DLL
BillCodeException.rdl	BillCodeException	From joining BIF003, BIF004, CON009, CON013, BIF100, returns customer, account, service description, service bill code, account type description, and description of the issue for accounts where there are certain bill code exceptions: service description contains 'outside' but the rate description does not contain 'outside', service description contains 'inside' but the rate description does not contain 'inside', the service = 30 and the bill code is in WS1 or WS5, service = 40 and billcode in S01 or S04, service = 30 and billcode is in WS2 or WS6, service = 40 and billcode is in S02 or S05, service = 33 and billcode is in RC1 or RC2, service = 31 and billcode is in L01 or L02, service = 35 and billcode is in HY1 or HY2, service = 30 and billcode is in WS3 or WS7, and service = 30 and billcode is in WS1 or WS5.	New CIS Report
Collections_report.rdl	GetValidCollectionsBatch	Joins COC_TRANSTYPE to BIF503 to return batchID, and batch description where transaction group pk is 2 (collections) and the batch is processed.	New CIS Report

Collections_report.rdl	getCollectionsReport	Joins BIF003, BIF001, BIF002, CON151, CON137, CON136, BIF011, BIF956_C, BIF951_C, BIF010, and BIF006 to return customer first name, middle name, last name, service address, date of birth, secondary first name, secondary last name, secondary job, account + customer number, date of last service, mailing address, last payment, final bill amount, charges after final bill, payments after final bill, total amount after final bill, final bill date, and amount assigned for customers accounts that are being sent to collections. This data and report is used to export to Excel and send a file to the collection company.	New CIS Report
CurrentCISUsersAndAccess.rdl	getCurrentCISUsersAndAccess	Joins SYS010, SYS006, SYS007, SYS200, and SYS011 to return user id, username, group level, last login, and advanced reports flag. List of active users and their access level as of a certain date.	Filter
CustomersWithDebitAndCredit_SubRept.rdl	GetCustWDebitNCredit_Sub	Builds dynamic SQL using parameters. Joins BIF040, BIF002, BIF003, and CON013 to return account, account type, service address, move-out date, and total balance for a particular residential customer that has a debit and credit balance.	Filter
GetCustomersWithMultiAccountsDebitCredit.rdl	GetCustWDebitNCredit	Builds dynamic SQL using parameters. Joins BIF003, BIF040, and BIF001 to return customer and customer name where the residential customer has both a debit (greater than zero) and a credit balance (less than 0). This main data set is then used by CustomersWithDebitAndCredit_SubRept.rdl	Filter
List of Accounts By Status.rdl	ListAccountsByStatus	Builds dynamic SQL based on parameters, joins BIF003, CON015, and CON013 to return the move-in date, customer, account, account type, cycle, book, and account status	Filter
MultiFamilyUnits.rdl	MultiFamilySewererUnitAccounts	Joins BIF205, BIF004 and BIF003 to return the number of units where service group is 40 and account type is MF as of a certain date	New CIS Report
N/A	P_acctstatus	Returns all account status and description from CON15	Filter
N/A	P_accttype	Returns all account types and descriptions from CON013	Filter
N/A	P_ratetype	From BIF101 joined to GLE101, returns transcode and longdesc where the transcode is in HY1, 'A09, WA11, WA05, WA06, WA07,WA08, WA10, PRET, WA12, SE02, WA01, WA02, WA03, WA04	Filter
N/A	PaidDepositAccounts	Returns customer, account, account status, account type, move-in date, current balance, customer name, balance amount, and service address for accounts without a balance due in AR codes DE and DH. Joins BIF040, BIF003, BIF001, BIF002, CON151, CON137, CON136, CON015, CON013, and BIF040.	New CIS Report
N/A	utilitymissingmailingaddress	Returns customer, account, account status, and account type for accounts without a mailing address in BIF006. Joins BIF003, CON013, and CON015.	Filter
N/A	getdatabytranscode	Builds dynamic SQL based on parameters. Joins BIF003, BIF002, BIF001, CON151, CON137, CON013, CON136, CON015, BIF955_C, BIF951_C, GLE001, CON009, BIF030, and CON171 to return account, customer, account type, account status, move-in date, move-out date, customer name, service address, transaction description, service description, rate, transaction date, amount, consumption, and cost center for specified trans codes.	New CIS Report
N/A	ClosedAccountsWriteOffs	Builds dynamic SQL using parameters. Joins BIF040, BIF003, CON015, CON013 to return customer, account, move-out date, account status, account type, water balance, waste water balance, solid waste balance and tax balance for accounts with a balance greater than 0, in AR codes WA, RW, SE, TX, SW, with a status of FI, AB or WO.	New CIS Report

N/A	RevenueCollectionfromNotices	Joins COL024, BIF001, BIF003, COL100, BIF956_C, BIF023, and CON013 to return account, customer, customer name, cycle, collection status, move-in date, move-out date, notice, balance owing, age1, age2, age3, age4, age5, pay1, pay2 amount, date cut service order completed, service order recon date completed, max pay date, and account type to show the revenue received after service was cut on an account that went to collections.	New CIS Report
N/A	NbrAccountsByService	Builds dynamic SQL using parameters. Joins BIF004, BIF003, CON013, CON009, BIF100 to return account type, service, and count of accounts. This is a list of how many accounts there are by service type.	New CIS Report
N/A	getARBalances	Builds dynamic SQL using parameters. Joins BIF040, BIF001, BIF003, CON013, CON015, CON091 to return customer, account, ar description, current balance, customer name, account status, account type and combination of customer and ar description. This shows the customer/account balances by AR code.	New CIS Report
N/A	GetTransactionGroups		
N/A	GetReportFromTransactionGroup		
N/A	OrphanedPaymentRecords	Joins BIF041, BIF003, TMP001 to return account, customer, cycle, book, bill number, Invoice Cloud bill number, batch id, trans code, trans date, and count of rows where the payment transnum does not exist in BIF956_C	CIS DLL
N/A	VerifyBatches	From BIF503, gets the max payment date. If the ipEndDate is after this max payment date, then return NULL, otherwise return the count of unprocessed batches between ipStartDate and ipEndDate.	Filter
N/A	ValidateDates	Returns a number representing the date ranges' validity. 3: one of the dates is greater than or equal to sysdate. 4: the start date is after the end date. 1: dates are valid	
NewCustomerEmail.rdl	getNewCustomerEmails	Builds dynamic SQL using parameters. Joins BIF001, BIF003, BIF951_C to return move-in date, customer, account, billing cycle, bill due date, bill date, customer name, customer email, service address, and account type for customers that have only one account and only one bill that is not a final bill.	Filter
PaymentArrangement.rdl	GetPaymentArrGroups	Joins BIF007, SYS010, and COL104 to return customer, account, created date, group, group status, user created, notes, and status date for groups of customers that meet certain payment arrangement criteria: broken arrangements and kept arrangements, Also returns statistics for certain payment arrangement statuses: kept, partially kept, broken or cancelled, with amounts.	Filter
PaymentArrangement.rdl	GetPaymentArrIndividual	Joins BIF001, BIF001, SYS010, COL104 to return customer, account, datetime entered, user created, arrangement date, arrangement amount, status, and actual payment, and arrangement notes for customers with payment arrangements	Filter
PaymentCountByType.rdl	getPaymentCountByType	Builds dynamic SQL using parameters. Joins BIF956_C and GLE001 to return the paydate year/month, transaction description, payment count, payment sum between two dates where transcode is a payment. List of payment types and the number of times in a time period they are used.	

RateChangeAnalysis.rdl	RateChangeAnalysis	Builds dynamic SQL using parameters. Determines what the new bill would be for a specific rate type at a specified new rate, and how this bill amount differs from the actual bill amount at the existing rate. Joins BIF 967_C, BIF966_C, BIF951_C, BIF001, CON013, CON015, BIF003, and CON171 to return account, customer, customer name, service address, cost center, account type, billed amount, invoice count, new rate, new billed amount, and billed amount difference.	New CIS Report
RefreshBatchIssueAccounts.rdl	getRefreshBatchIssueAccts	Joins BIF042, BIF951_C and BIF955_C to return batch id, account, customer, transaction date, transaction code and amount where the transnum is null in BIF955_C and the amount is zero. This is a list of customer accounts that have not been pulled refreshed into a batch, and are creating an error.	Change of Process
Transaction_report.rdl	getTransactionReport	Builds dynamic SQL using parameters. Joins BIF956_c, COC_TRANSACTION_GROUP, COC_TRANSACTION_GROUP_MAPPING, BIF041, BIF951_C, CON013, GLE001, CON091, and BIF003 to return customer, account, transaction batch id, transaction code, amount, transaction date, transaction number, ar code, account type, transaction description, ar description, group description, bill number, bill date, bill batch id. This provides a list of transactions by AR code and/or transaction group for a specified time period.	New CIS Report
Transaction_report.rdl	getARCodes	Returns AR code and AR description for all AR codes from CON091	Filter
Transaction_report.rdl	getTransactionGroup	Returns transaction group, and transaction group description for all transaction groups from COC_TRANSACTION_GROUP, excluding groups 6 and 8	Filter
Transaction_report.rdl	GetLastPaymentDate	From BIF956_C, returns the max payment date for a particular customer and account.	New CIS Report
UnitCountAudit.rdl	GetAuditUnitCounts	Joins BIF005, MEF301, MEF302, BIF004, CON009, CON013, BIF003, and BIF100 to return account description, service type, rate type, meter size, count of unique accounts, and count of total meters as of a specific audit date.	New CIS Report
N/A	InsertWFCustomerInfo	Inserts data in coc_waterfluence_CI	
N/A	InsertWFWaterHistory	Inserts data in coc_waterfluence_WH	
N/A	InsertWFAccountInfo	Inserts data in coc_waterfluence_AI	
2-Waterfluence-CustomerInfo.rdl	getwfcustomerinfo	Returns the generated customer information in piped (Vendor) or comma (Excel) delimited format.	New CIS Report
4-Waterfluence-WaterUse.rdl	getwfwaterusehistory	Returns historic data for waterfluence customers in piped (Vendor) or comma (Excel) delimited format.	New CIS Report
3- Waterfluence-AccountInfo.rdl	getwfaccountinfo	Generates monthly report of consumption for waterfluence customers in piped (Vendor) or comma (Excel) delimited format.	New CIS Report
N/A	update_max_read_date	Gets the latest meter read date and inserts it into waterfluence table.	
WaterFluenceMonthlyUpdate	getWFValidAccounts	Used in report WaterFluenceMonthlyUpdate to bring the valid account#s	
WaterFluenceMonthlyUpdate.rdl	getWFIntegratedReport	Brings all data for customers, including monthly reads already submitted.	New CIS Report
1-Waterfluence-GENERATEDATA.rdl	generatewfdata	Runs the insert procedures within this package.	
N/A	generateWFCustWaterHistDataApp	Will be executed from the calling Water Conservation Landscape Program app. The insert procs are run from this proc.	
N/A	generateWFAccountDataApp	Will be executed from the calling Water Conservation Landscape Program app. The insert AccountInfo proc is run from this proc.	
N/A	generateWFReports	Will be executed as scheduled task	
N/A	getCustomerAccounts	Returns a list of all of the accounts for a given customer.	
N/A	getWaterFluenceData	Returns a list of WaterFluence program participants.	

N/A	addWaterFluenceCustomer	Inserts a customer and account into the water fluence data table, indicating that account is enrolled in the WF program.	
N/A	updateActiveStatus	Updated the Active Indicator for a given customer and account.	
N/A	getOfficeStaff	Returns a list of all of the office staff for the Front and/or Back office.	

Appendix 3 – Solution Audit Document

City of Chandler

CIS Infinity Upgrade Project Solution Audit Document

Document title	CIS Infinity Upgrade Project - Solution Audit Document
Document status	Version 1
Document Author(s)	Virginia Moraru
Discovery Done By	Pooja Gupta, Melanie Sundy

Revision History

Version	Revision Date	Description of Revision	Author
1	June 30, 2023	Solution Audit Document – original draft	Virginia Moraru
2	August 15, 2023	Updated as per August 14 2023, call with Chandler	Virginia Moraru
3	September 6, 2023	Updated to respond to Chandler’s comments	Virginia Moraru Pooja Gupta

Authorizations

The undersigned individuals have reviewed this document and are in agreement with its content.

While minor revisions to the business processes and configuration detailed herein may be required based on the cycles of training and testing CIS Infinity, Chandler agrees that this document is accurate and completed to the best of our ability.

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Chandler Utilities Administrative Support Manager	Cristabel Dykstra		
Chandler Solid Waste Manager	Tabitha Sauer		
Chandler Water Conservation Coordinator	Deina Burns		

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a. City Data, Professional Services Data, and Personal Information, that is either provided to or acquired by Harris and/or its service providers from City is owned exclusively by City and that City has full right and title to provide the City Data, Professional Services Data and Personal Information to Harris and its service providers;

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b. City Data, Professional Services Data and Personal Information, that is either provided to or acquired by Harris is subject to a privacy policy in effect as of the Effective Date and City or City's customers or other third party owners of the City Data or Personal Information have provided to Organization their written consent for its collection, use and storage by Harris and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;

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- c. City complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any City Data, Professional Services Data and Personal Information collected, used, transferred, created or disclosed pursuant to this Agreement; and 135
- d. City will not provide Harris or its service providers with data or Personal Information of any kind for which Harris or its service providers either have no need or do not have the right to collect, use and store under the terms of this Agreement..... 135

Preface

This document was created based on information gathered during the Solution Audit meetings held on site at Chandler, during April 3-14, 2023 and remote during April 17-21, 2023.

The document outlines system configuration requirements, business rules and process flows currently in use as indicated by Chandler, along with potential flow in CIS Infinity.

1.0 General

1.1 New Services

1. In CIS Infinity V3, an interface runs between CIS Infinity and Accela solution used by the Permits department.
2. The Accela interface creates new accounts in CIS Infinity and generates meter installation service orders.
3. The interface handles metered service only; solid waste only services are not handled by the interface.
4. When the account is ready for meter installation, the service order is sent to Infinity Mobile (change service order to MOBILE); upon completion of the service order, the meter is added at the account, and tasks are created for Meter Services to set account status to Active and update cycle/book.
5. For residential accounts, the user manually adds solid waste service and generates a task to Solid Waste department to deliver cans.
6. In case of Multi family dwelling units, Accela interface creates one account for metered services, as there is only 1 meter at the account.
7. Hydrant meters are tied to an account in CIS, although currently hydrant meters are tied to one service address (meter shop). AUS recommends using an account per actual address of where meter is located. Chandler will decide what address to be used for hydrant address.
8. The Accela interface must be redone as part of the Upgrade project; details are provided in section 10.3 of this document.

1.2 Processing Moves

1. The move process in the upgraded version is done through a Move Wizard.
2. As part of the Upgrade project, the following functionality will be enabled on the Move Wizard: Balance Transfers, Mailing Addresses, Deposits, Co-Customer.
3. As part of the Upgrade project, the following functionality used in V3 will be turned off on the Move Wizard: Appointments, ACH.

1.3 A/R Reconciliation

1. As part of the Upgrade project, the A/R Reconciliation functionality will be configured.

1.4 Cycle / Book

1. Chandler stores project tracking status (status (Non Member, Off Project, On Project) used for reporting (SRP data tracking) in a separate table Chandler created in CIS DB in CIS Infinity V3.
2. The information is used for reporting (SRP data tracking), and must be converted as part of the upgrade project.
3. AUS recommends adding 3 custom fields in the Cycle/Book Control (CON017) to store project tracking status.

1.5 Account Status

As part of the Upgrade project, the following will be addressed:

1. An Inactive ('IA') account status will be added as part of the conversion process.
2. An 'Abandoned' account status was added in CIS V3 and will be converted/configured as part of the upgrade project.
3. The 'Abandoned' account status will be configured to 'Prevent Move Out Activity' in the Account Status Control (CON015.L_NOMOVEACTIVITY = .T.)

1.6 Address Types

1. V3 address types will be reviewed by Chandler to determine if any will be disabled during the Upgrade project.

2. Chandler will work on cleaning up the mailing addresses, as currently there are records with the Address Line 1 and 2 fields incorrect populated.
3. Chandler will also review the process of adding mailing addresses when the mailing and service addresses are the same.
4. To validate mailing addresses, AUS recommends an integration with Melissa Data suite of products. See details in Interfaces and Modifications section of this document.

1.7 Phone Types

1. In the upgraded version, Phone Types have been retired and replaced with Contact Types to accommodate emails as well.
2. The Preferred flag is used to determine which number/email address the customer prefers to be contacted at.
3. During the Upgrade project, Chandler will review the existing contact types to determine if any must be disabled.

1.8 Comment Type

1. As part of the Upgrade project, comment types will be reviewed to determine if configuration changes are required based on how:
 - a. duplicate comments are handled (CON081.C_DUPLICATE)
 - b. what payment types are not allowed on cash only transactions (L_CASHONLY, C_DISALLOWEDPAYMENTTYPES)

1.10 Transaction Types

1. As part of the Upgrade project, Chandler will review and clean up transaction approval levels.
2. AUS recommends creating 1 department as 1st approver and use the V3 CS manager as 2nd approver.
3. Chandler will review current configuration and add 'Fees' as transaction type; further to this, Chandler will review fees configured in the Transaction Code Control (GLE001) to change their type from 'Adjustments' to 'Fees'.

1.12 Transaction Codes

1. As part of the Upgrade projects, the following transaction codes will be reviewed and adjusted if needed:
 - a. Deposit Hydrant; when deposit is paid, it is applied to Deposit Water instead of Hydrant. Deposit hydrant is not an option in v3.
 - b. Deposit Paid NSF - Currently this is a manual process, the AUS recommends revisiting to automate.
 - c. Payments for city owned facilities - Chandler will discuss internally if they want to add to CIS these payments (rent as a service + rent payments).
 - d. Payment adjustment transactions – AUS recommends using misapplied payment/payment correction transaction codes need to be added to GLE001. Chandler wants this functionality (gle001 flags)
 - e. Add Reconnect Fees after hours/regular hours - currently Chandler uses completion codes that determine the charges. System can be configured to automate the process with configuration in the Service Order Type Control.
 - f. There are 5 bulk pickup transactions codes setup in v3; to be reviewed and corrected to accommodate bulk pickup rules: 2 free pickups in a year, 3rd or more in a year get a fee.
 - g. RSWCC Tonnage – similar to bulk pickup, 2 free tonnages under 400 lb, then 3rd tonnage is charged.

1.13 Statutory Holidays

1. As part of the upgrade project, service orders can be configured so that certain types are restricted on holidays and/or weekends.
2. If this functionality is required, Chandler will provide a list of service order types that can be generated on holidays/weekends.

1.14 Email

1. Chandler to confirm that SAML will be ok with internal Security protocol ; this requirement pertains to CIS Version 5 only. Chandler is requiring Azure AD SSO. Advanced confirmed solution will be compatible with Azure AD SSO by City of Chandler Go-Live. This is in active development currently and is approximately 80% complete.
2. Chandler request a copy of the development roadmap with target completion dates.

1.15 Actions

1. In CIS Infinity V3, Chandler has subsequent actions configured to create multiple tasks in V3.
2. During the Upgrade project, it is recommended that subsequent actions are removed and replaced with 2nd set of tasks.
3. Moves process allows selection of move in/out actions through the move wizard. Chandler will review the actions to be triggered during the move process.

4. AUS recommends that Chandler creates a spreadsheet of processes (top 50) and specifies the type of follow up activity that needs to be triggered by each process. It is recommended to start with manual processes, processes that the user struggles most with.
5. Actions can be configured to generate customer emails; AUS can assist by creating a basic email template for Chandler to copy and further adjust as needed.
6. There are a set of actions configured to be generated based on service order completion codes. AUS recommends that Chandler reviews these actions to determine if they are used and if there is an opportunity to consolidate the further.
7. Actions associated to meter reading trouble/skip codes will be converted as is.

2.0 Billing

2.1 Meter Reading

1. Meter readings are captured using the Neptune 360 solution.
2. Although AMR meters are AMI capable, AUS recommends continuing to use the meter read flat file import/export until all meters are AMI.

2.2 Pre-billing Exceptions

1. Infinity CIS includes a new pre-billing exception form.
2. Chandler meter dept will develop new processes using the pre-billing exception form.

2.3 Billing Structure – Exceptions

1. A '2 X Consumption' custom mod was implemented in CIS Infinity V3 for Chandler. This functionality will be made available as part of the Upgrade project.
2. As part of the Upgrade projects, the exceptions will be reviewed and re-ordered.

2.4 Estimating/Other

1. As part of the Upgrade project, Chandler will review estimations if season should be considered in the configuration of estimates.
2. In case the customer was billed in excess for what was determined to be a leak at the meter, Chandler processes an adjustment transaction with the amount calculated based on the billed tiered consumption.
3. Infinity CIS Leak Adjustment module cannot accommodate the current calculation used by Chandler; this will be reviewed during the Upgrade project to clarify the requirements and determine if an enhancement is required.

2.5 Billing Calculation

1. As part of the Upgrade project, precision will be set to 0 in Rate Control and Service Control. This is due to Chandler's decision to not incorporate decimals for reads as part of the AMI project.
2. As part of the Upgrade project, if there are any values in the Meter Custom 1 field in the Meter table (BIF005), AUS and Chandler will discuss options on converting the data.
3. Chandler currently uses Meter Bill Codes by Size; the functionality will be ported as is during the Upgrade project.
4. AUS recommends that Chandler creates one rate and change the process from having two meters for different \$\$ to having a meter with different rates.

2.6 Services

1. As part of the Upgrade project, Chandler will review the new usage adjustment functionality to determine if configuration changes are required (CON009)

2.7 Proration

1. As part of the Upgrade project, Chandler will review the enhanced proration functionality available to determine if it solves the deficiencies reported in CIS Infinity V3.

2.8 Abnormal (Back) Billing

1. There are no abnormal scenarios that Chandler is aware of.
2. During the Upgrade project, Chandler and AUS will review the requirements to add a senior/military discount.

2.9 Vacant Usage

1. Chandler allows vacancy on accounts. Currently, the usage during vacancy is charged to the move in customer, unless this customer provides documentation to prove they were not at the account on the day usage was captured.
2. No changes to this process will be made as part of the Upgrade project.
3. AUS recommends exploring the built in Auto Move In functionality.

2.10 Bill Messages

1. Chandler requires the ability to expire bill messages. This functionality will be available in the Infinity CIS following the Upgrade project.

2.11 Taxes

1. In CIS Infinity V3, Chandler manually overrides the tax profile if a customer is tax exempt
2. As part of the Upgrade project, AUS recommends reviewing the setup to determine if configuration changes are required in the Tax Profile Control, Tax Control, Tax Exemption, and Taxable transaction control (GLE143).

2.12 Billing Formulas

1. Chandler would like to declutter the formulas configured in CIS Infinity V3, so that formulas not used will not be converted as part of the Upgrade project.
2. All formulas deemed as used in CIS Infinity V3 will be reconfigured as part of the Upgrade project using PowerShell logic.

2.13 Bill Print

1. Currently, Chandler prints bills in house, using Crystal bill print format.
2. AUS recommends exploring the possibility of using a 3rd part vendor for bill printing (normal and consolidated. AUS recommends Infosend as a 3rd party bill print provider.
3. As part of Upgrade project, a 'NP' (No Print) indicator will be added to the free form bill print sort field (BIF003) to indicate to the 3rd party bill print vendor that bills do not need to be printed for the account.
4. This flag will be set for city accounts, for which bills do not need to be printed. Chandler will provide the list of city accounts.
5. The paperless billing registration coming from Invoice Cloud must be reviewed to take in consideration the structural changes for storing the data in Customer Account table (BIF003) in CIS V4/ V5.

3.0 Cash

3.1 Overview

1. Chandler and AUS teams reviewed and marked as ok the following V3 cash aspects:
 - Adjustments
 - Refunds
 - Balance Transfers
 - Payment Types
 - Misapplied Payments
 - Linked Transactions
2. Chandler does not currently use the GL Element Control in V3
3. In V3, transaction approvals are sent to CS Manager. During the Upgrade project, Chandler would like to revisit the configuration and determine if a 2nd approver can be added.

3.2 ACH

1. Chandler is offering only Variable payment plans in V3. Customers sign up on the invoice Cloud portal, that sends the information to CIS. No ACH activities are taking place in CIS V3.
2. Chandler will remove Levelized Billing types in V3.

3.3 Payment Transactions

1. In the Infinity CIS upgraded version, payment from external sources are imported in CIS through the Transaction Import interfaces; please see details in section 10 of this document
2. Chandler would like to capture the check number against selected transactions in a transaction batch; the options will be discussed during the Upgrade project.
3. Chandler would like to apply unidentifiable payments to a suspense account.
4. Infinity CIS upgraded version offers the ability to run actions against selected accounts included in a transaction batch.

3.4 Cash Register

1. Chandler does not use the POS functionality in CIS V3 Cash register module.
2. The cashiers are using the Invoice Cloud portal to post cash register payments. Invoice Cloud sends the payments to CIS.
3. AUS recommends that as part of the Upgrade project, the CIS Cash register module is explored to determine if Chandler can use it rather than the Invoice Cloud portal.
4. Chandler mentioned the need to email cash register receipts to the customer. The functionality is not available in Infinity CIS, and if required it will be addressed with a change order.

3.5 NSF

1. NSF activities are manually handled in CIS Infinity V3.
2. AS part of the Upgrade project, Chandler would like to review with AUS different possibilities of automating the process, so that the customer is marked as cash only after 2 NSF transactions.

4.0 Deposits

1. No Changes to Deposit Process will be made as part of the Upgrade project.
2. Chandler will review the Quote Deposit process during the Upgrade project.
3. Chandler would like to have the ability to Waive a Deposit. As part of the Upgrade project, the 'Deposit Waive' status will be configured in Deposit Status Control.

5.0 Donations/Assistance

1. Chandler uses Donation Assistance custom functionality implemented with configuration support in the A/R Type Control (CON091).
2. In v3 Chandler manually handles the LIWAP (Low Income Water Assistance Program) program; as part of the Upgrade project, Chandler will review the existing functionality in CIS to determine if their LIWAP requirements can be handled, or enhancements are required.
3. The round up functionality implemented in CIS V3 will be revisited during the upgrade project, and re-configured using functionality available in V4/V5.
4. The Donation / Assistance Control table will require further configuration review for 2 existing items set up on CON144. Additional items to be determined during discovery as needed.

6.0 Loans

1. Chandler does not use the Loans functionality in CIS Infinity V3. The module was configured, but never used.
2. Chandler confirmed that Loans functionality will not be configured/used as part of the Upgrade project.

7.0 Conservation - Completed

7.1 Overview

1. Chandler is interested in reviewing and determining how the CIS Conservation module can be implemented to match the city's requirements.
2. Based on discovery meetings, majority of the requirements below can be accommodated with the existing functionality:
 - a. Must be able to create conservation(rebate) programs:
 - i. New home rebate = \$200 rebate
 - ii. Grass removal rebate: \$200 for every 1000 sq ft of removal per home, with max of \$3000 per address.
 - b. Rebates must be tied to account types.
 - c. Rebates must be tied to ownership types (i.e. tenant does not qualify)
 - d. Rebate must be tracked at customer, account or customer/account level.
 - e. Rebates must be processed either as credits or checks.
 - f. Must be able to generate letters/emails to inform customers about conservation programs.
 - g. Workflows must be configured to identify steps to be completed in the customer application for rebate.
 - h. Water Audit technicians and inspectors must be linked to selected steps in the workflow.
 - i. Documents (customer application, pictures before/after inspection, receipts) must be attached to the application.
3. The following functionality is not available and would require an enhancement to the Customer Engagement Portal (CEP)
 - a. Ability to view conservation programs offered by Chandler on CEP
 - b. Ability to provide conservation related videos on CEP.
 - c. Ability to apply to conservation programs online.
 - d. Ability to review conservation application status online.

7.2 Water Consumption by Park

1. Chandler needs the ability to report on water conservation programs by park.
2. Similar requirement for reporting applies to schools and industrial/commercial sites that have more than one facility location.
3. AUS recommended that these accounts are configured to make use of the revenue class attribute at the account, so that filtering and reporting on these types of facilities is available.

8.0 Collections

8.1 Collection Status

1. In V3, collection status control is not fully configured with proper hierarchy.
2. As part of the Upgrade project, the following will be reviewed and updated if required:
 - a. Collection Status Control priorities and overrides
 - b. Payment rules
 - c. Collection Status Change Control
 - d. Disconnect and reconnect rules in Service Collection Control
 - e. Ability to generate an action when the collection status changes at an account.
 - f. Ability to store notice balance by A/R

8.2 Credit Rating Points

1. In V3 credit rating points are only used for Deposit refund process.
2. As part of the Upgrade project, Chandler will review credit points associated with transaction codes, collections, and arrangements.

8.3 Payment Arrangement

1. In V3, there are some arrangement types that are not used (i.e Bill Dispute); Chandler will identify those and remove/disable them.
2. As part of the Upgrade project, arrangements will be reviewed to determine if a solution is available for configuration of the following:
 - a. Do not add payment arrangement until after disconnect is generated.
 - b. Do not allow multiple single arrangements.
 - c. Use future bill estimate to determine arrangement.
 - d. Allow arrangement date to match bill due date.
 - e. configure an action tied to arrangement to send an email/or document.
 - f. Include arrangements in the EBP file.
 - g. Allow customer to request an arrangement on the Customer Engagement Portal (CEP).

8.4 Penalties

1. Penalty V3 configuration will be ported to Infinity CIS upgraded version as part of the Upgrade project.
2. The penalty configuration will reside in the Penalty Control in Infinity CIS upgraded version.

8.5 Notices

1. Notices configured in V3 will be reproduced as part of the Upgrade process.
2. Chandler would like to review the notices configuration and processes associated to notices to fine tune them:
 - a. min balance amount of 150\$ to generate notice 1 can be lowered - AUS recommended reviewing Service Collection Control configuration.
 - b. Process changes: Final bill due +17 – send final attempt letter; after 28 days place IVR call; this is a new process, that AUS recommends adding as part of the Upgrade project.
 - c. Regular bill Notice 2 is an IVR call, currently done manually in collections processing; AUS recommends adding it to notice process.
 - d. Add Notice 3 for Collection status change to Pending Disconnect and possibly generate service order next business day (residential only)
 - e. For non-residential notice 3 should create a list only **exclude payment arrangement**.

8.6 Collection Agency

1. Currently donation and bankruptcy A/Rs are included in the collection agency process. Chandler will confirm if the process remains the same during the Upgrade project.
2. Chandler runs a report to send information to collection agency in V3.
3. As part of the upgrade process, AUS recommends implementing a two-way interface to export a list of overdue customers to the collection agency and import payment made to the collection agency in CIS.
4. Chandler confirmed with the collection agency that importing/exporting data from/to a flat file can be accommodated.

8.7 Write Off

1. V3 write off process will be configured the same way during the Upgrade project.
2. During the upgrade project discovery sessions, Chandler will provide details on the business process used to write off accounts with the collection agency.

8.8 Bankruptcies

1. Currently, Chandler closes and opens an account to avoid further collections.
2. AUS recommends using the bankruptcy process to move balances to a Bankruptcy A/R and configure the system so the Bankruptcy A/R is excluded from collections. The collection status will continue to change based on the new activity.
3. Chandler will determine if they want to change the current process as part of the Upgrade project.
4. Bankruptcy: If Customer has bankruptcy between regular reads, can be set up to prorate or cancel bill and rebill to bankruptcy date. Can send out a get read service order for that date. Chandler to decide how they want to move forward.

9.0 Inventory/Service Orders

9.1 Meter Inventory

1. When purchasing new meters, Chandler runs a process to import the meters in the Water Meter Inventory; the import process needs review and is listed under the Interface and Modifications section of this document.
2. Chandler will
 - a) review and clean up meter types in the Water Meter Type Control
 - b) will determine if they would like to track assets for depreciation.
 - c) review installed meters reporting with AUS to determine best options.
3. The Water Meter Size code field does not accommodate decimals in Infinity CIS upgraded version. During the Upgrade project conversion, new water meter size codes will be generated.
4. Chandler does not perform/store meter testing information in CIS. Test Results are added to CIS as attachments.

9.2 Remote Inventory

1. Chandler does not use the Remove Inventory in CIS Infinity V3, but will consider adding it during the Upgrade project. The remote information is part of the meter import file.

9.3 Solid Waste Container Inventory

1. Solid Waste functionality will be ported as is from CIS Infinity V3.
2. Chandler will determine if the current solid waste functionality will be moved from their current homegrown system; at that time, the requirements/changes affecting Infinity CIS will be identified and scoped.

9.4 Backflow

1. Chandler uses backflow inventory in CIS Infinity V3, triggered from an SSRS report.
2. In case Chandler will continue to use backflow functionality within Infinity CIS (decision pending), the backflow processes will be converted as is as part of the Upgrade project. In this case, Chandler will work with AUS to re-design the backflow notifications in Infinity CIS.

9.5 Field Worker Types

1. In the Infinity CIS upgraded version Chandler would like to start setting up field worker types.
2. A specific field worker type will be configured to be associated with Conservation workflows; for details see section 7.1 – Conservation.

9.6 Service Orders

1. As part of the Upgrade project, Chandler will review V3 service order types to determine if any can be removed/disabled.
2. There are a few service order enhancements available in the Infinity CIS upgraded version:
 - a. Ability to set service order priority.
 - b. Ability to select the service a service order applies to
 - c. Ability to select meters/backflow equipment on a service order.
 - d. Ability to 'lock' a meter on completion of a service order
 - e. to determine if this configuration has to be updated.
 - f. Ability to add service order events.
3. Chandler will review the enhancements listed above to determine if configuration changes will be required.

10.0 Interface and Modifications

10.1 Oracle GL Interface

1. V3 General Ledger interface is using a SQL View created in the CIS database by City of Chandler
2. During the CIS upgrade project, the interface must be changed to a file-based interface, to export summarized GL transactions for updated batches selected by the user.
3. The export file will be stored on the Azure shared storage, that must be mapped so that Oracle GL can pull the file from

Recommendations:

1. Create a share for CIS with subfolders, where GL Export will include all batches for day.
2. Chandler will need to pull mapped file over to Oracle environment.
3. Adjustments to firewall will be needed.
4. Export the file in Comma Delimited format, as Oracle works very well with it.

10.2 Oracle AP Interface

1. V3 Account Payable interface is using the staging tables (UTL) framework.
2. During the CIS upgrade project, the interface must be changed to a file based interface.
3. Using the Generic Export process, Infinity CIS will export refund transactions to a file to be send to Oracle AP to consume.
4. Chandler would like to review the option of importing check numbers generated by Oracle AP back into Infinity CIS.
5. Chandler will provide the Oracle AP file layout(s) to be configured.

10.3 Accela Permits

1. In V3 Accela interface is implemented to use the staging tables (UTL) framework
2. Moving to hosted environment, the Accela interface will need to change to one of the following:
 - a. file import from Accela to CIS
 - b. real-time interface from Accela to CIS, with Accela calling CIS REST API to push new permit information to CIS.
3. AUS recommendation is to implement a real-time interface, where Accela calls CIS REST API to trigger the New Services functionality (create customer, account, customer-account link, services).

10.4 GIS

1. V3 integration with GIS uses a SQL view part of the CIS database that GIS system accesses to retrieve information.

Recommendations:

1. Infinity CIS upgraded version offers a live GIS integration using a published GIS map embedded in the CIS AccountView screen; the integration requires that the GIS layers used are public.
2. To retrieve data from CIS for presentation in GIS, the GIS system can use CIS REST API.
3. To update meter coordinates (Lat, Long) in CIS, the GIS system can call CIS REST API.

10.5 Service Address Validation

1. GIS system is considered the system of reference for service addresses. Currently, Chandler has around 90,000 addresses in the GIS system.

2. A real-time service address validation can be implemented in Infinity CIS upgraded version; the address validation will be triggered when adding or changing a service address in Infinity CIS (validation at point of entry)
3. An address synchronization process is recommended to sync CIS addresses with GIS.

10.6 Mailing Address Validation Melissa Data

1. In preparation for the upgrade project, Chandler will make a decision to either keep mailing in house or to use a 3rd party bill print vendor.
2. If bills will be printed in house, it is recommended that mailing addresses are validated so that they receive discounted postage for mailing out bills.
3. AUS recommends implementing a real-time interface with Melissa Data suite of products for mailing address validation at point of entry, CASS certification and pre-sort services before sending out bills and notices. The interface uses Melissa Personator API.

10.7 Lockbox File

1. An interface to import Lockbox payments will be configured in Infinity CIS Version 4, using the same layout configured in V3.
2. Incorrect payments will be reported as OCR error, so that the user will have the ability to research and link the payments with the correct customer/account put to correct account.
3. An action can be configured to send an email/letter/text to customers having payments reported as OCR errors.

10.8 ELockbox Files (Chase)

1. An interface to import eLockbox payments will be configured in Infinity CIS Version 4, using the same layout configured in V3.

10.9 Wire Payments

1. Currently, Chandler user receives an email from accounting that wire payments have been processed; using a macro, a wire payments file is created, and imported in CIS.
2. During the Chandler upgrade project, a new interface will be configured to import wire payment in CIS from a file provided by accounting; Chandler must provide the layout of the wire payments file.

10.10 Mass Meter Exchanges

1. An interface to process mass meter exchanges will be configured in Infinity CIS Version 4, using the same layout configured in V3.

10.11 Lucy

1. An interface with Lucy using the staging tables (UTL) framework was implemented in V3, but not used by Chandler.
2. Currently, Lucy is integrated with ESRI GIS, and it is used by every department in the city.
3. While most CIS service orders will be sent to Infinity.Mobile field work management system, there are specific service order types that must be handled by Lucy :
 - a. After hours,
 - b. Turn-ons
 - c. meter change outs
 - d. curb stops
 - e. damaged hydrant meters

4. Chandler's business team is currently working with IT to incorporate these service orders (after-hours, turn-offs/turn-ons) as part of Infinity Mobile. During the upgrade project, Chandler will provide a list of service order types that must be sent to Lucy.
5. AUS recommends implementing a real-time integration with Lucy to
 - a. Send service order from CIS to Lucy (AUS responsibility)
 - b. Send service order updates from Lucy to CIS (Lucy responsibility)
 - c. Send meter operations (add, remove, exchange) from Lucy to CIS upon service order completion (Lucy responsibility).
6. Chandler will discuss internally to determine if meter operations and inventory updates will be part of the interface.

10.12 Waterfluence

1. Chandler uses a 3rd party vendor, Waterfluence, for landscape water conservation efforts. To participate into this program, Chandler customers must sign up with Waterfluence.
2. As part of the CIS Upgrade project, AUS will have to
 - a. track customers signed up for the program (recommended to use Revenue Class),
 - b. send customer information to Waterfluence; these are 3 distinct files to be exported from CIS to Waterfluence
3. Chandler will provide details about the 3 files to be configured in CIS (file layouts required)

10.13 Update Out for Read Flag

371. A modification was implemented in V3 to flag meters for which a service order is in progress to retrieve a read.
372. Currently, Chandler runs a process to generate a file; the process marks meter and specific service orders out for read; this tells the field worker that meter exchanges are not allowed on the meter.
373. The process does not currently clear the flag on service orders and meters on a consistent basis, so Chandler is using an action to do so.
374. During the CIS upgrade project, AUS will review the process to ensure that the best practices are implemented and eventually optimize the process.

10.14 Alerts

1. Water Conservation group currently emails customer about conservation programs, abnormal usage, potential leaks at the account; these emails are manually sent.
2. As part of the Upgrade project, Chandler would like to review the Alerts functionality available in Infinity CIS upgraded version and determine the effort required to configure it so alerts can be automatically generated.

10.15 Stopped Meter Review

1. In v3 Chandler uses a database query to determine meters with a zero read, so they can further investigate. The query resides in an AIM export record (ITR013).
2. During the Upgrade project, the query will be replaced with an export into a CSV file that can be further used for meter investigation. The export can be configured to generate service orders for all meters that match the filter criteria.

10.16 Collection Agency Interface

1. As part of the upgrade process, AUS recommends implementing a two-way interface to export a list of overdue customers to the collection agency and import payment made to the collection agency in CIS.
2. Chandler confirmed with the collection agency that importing/exporting data from/to a flat file can be accommodated.

10.17 Water Meter Inventory Import

1. As part of the Upgrade project, the process of importing newly purchased meters into Water Meter Inventory will be reviewed. AUS recommends that a default read type is associated to the meter type during the import process.

10.18 Neptune Meter Reading Interface

1. Infinity CIS upgraded version uses integer field type for the Water Meter Size code field; this type does not accommodate decimals.
2. Chandler will follow up with Neptune to determine if meter size codes can be re-mapped to match CIS, or if CIS needs to send meter size descriptions in the meter reading files.

10.19 Invoice Cloud

1. Currently, Chandler uses Invoice Cloud to handle the ACH customer enrolment and payments.
2. The same functionality will be ported to Infinity CIS as part of the Upgrade project.

10.20 RMS Interface

1. Chandler uses a homegrown application (RMS) to handle the requirement of their solid waste services. An interface between RMS and CIS Infinity V3 was implemented using the staging tables (UTL) framework.
2. Chandler will discuss internally to determine if a AUS SOW for building additional features into the CIS SW module will be pursued or if the RMS system will continue to support the SW services Chandler provides (and in this case, an interface between the two systems is required).

11.0 Scheduler

1. As part of the Upgrade project, V3 scheduler jobs will be convert as is.
2. Chandler will review V3 scheduler jobs to determine if changes are required, in which case the jobs will need to be reviewed, reconfigured, and tested in Infinity CIS upgraded version.

12.0 Event Handlers

1. As part of the Upgrade project, V3 event handlers must be reviewed to determine if they need to be changed.
2. Majority of the V3 event handlers are configured to post data to utility tables (UTL) as part of near real-time interfaces (i.e. Accela). With the change in technology/capabilities Infinity CIS upgraded version cloud solution offers, interfaces based on utility tables will need to be redone, including their associated event handlers.

13.0 Database Scripts / Views / Stored Procedures

1. Currently, Chandler uses views to retrieve data from CIS Infinity for displaying and/or storage in 3-rd part systems (i.e. RMS).
2. Another set of views were created by Chandler to assist with SSRS reports.
3. With the upgrade to a SaaS CIS solution, the use of database views to query CIS database is no longer supported. As a result, the views must be replaced with real-time REST API calls.
4. Below is a list of some of the database views identified.

13.1 AccountService View

1. AccountServices View is used by the RMS system to retrieve service and billing setup for accounts with SW services (BIF004, BIF100, BIF103, CON009) from Infinity CIS for the purpose of updating the RMS system.

13.2 Account View

1. The Account View is used by the RMS system to retrieve service addresses from Infinity CIS for the purpose of updating the RMS system.
2. The GIS Eld is the key that links CIS and RMS.

13.2 Containers View

1. Containers View is used by the RMS system to retrieve SW containers stored in CIS Solid Waste Container Inventory (MEF402, MEF410, BIF014).

13.3 CustomerAccountComments View

1. CustomerAccountComments View is used by the RMS system to comments (BIF003, BIF004, BIF017) from Infinity CIS for the purpose of updating the RMS system.

13.4 CustomerAccount View

1. CustomerAccount View is used by the RMS system to retrieve customer and account (BIF001, BIF002, BIF003, BIF004) from Infinity CIS for the purpose of updating the RMS system.

13.5 Customer View

1. Customer View is used by the RMS system to retrieve customer name, contact information and addresses (BIF001, BIF006, BIF010) from Infinity CIS for the purpose of updating the RMS system.
2. Active customer and co-customer information is required by the RMS system.

14.0 Reports

1. Chandler currently has 217 custom reports in CS Infinity V3.
2. Chandler also currently uses 60 customer views, used for reporting (SSRS).
3. As part of the Upgrade project, all standard reports will be converted to the new CIS version.
4. Custom reports created by AUS in V3 and identified by Chandler as used, will be converted as part of the Upgrade projects.
5. Custom reports created by Chandler or a 3rd party will be reviewed by Chandler to determine if required. Additional reports discovery might be needed to determine how these reports will be addressed.

15.0 Customer Portal

1. Chandler uses Infinity.Link as their customer portal.
2. As part of the upgrade, Chandler will determine what Customer Portal they will implement.
3. There are two additional enhancements Chandler would require:
 - Allow customers to sign-up for alerts.
 - AMI support – integration with Neptune for real time reads.

16.0 Mobile Solution

1. Currently Chandler uses Infinity.Mobile as their field workforce management.
2. As part of the upgrade, Chandler will implement ServiceLink as their field workforce management.

Appendix 5 – Assigned Resource Profiles

Melanie Sundy, Team Lead, Technical Services	
Professional Background	Melanie has over 26 years of experience working in the information technology industry with various ERP, CRM, and CIS solutions in both the private and public sectors. Melanie has been with Advanced for over six years as a Technical Consultant working on SOW's and Upgrade Projects, also as a Business Analyst and a Team Lead for the install base clients focusing on Upgrade implementations. With these roles she has experience with gathering requirements, analysis, documentation, configuration, data mining, and testing within the Infinity CIS application.
Areas of Expertise	Melanie has strong skills in the following areas: • Communication with the clients and various teams on complex technical aspects. • Configuration of software and related interfaces. • Analysis of current business practices. • Problem solving and gap analysis. • Collaborating with various teams to manage and complete multiple projects.
Experience	City of Port St. Lucie, FL • Completed business process and configuration requirements for the upgrade Infinity CIS project. Padre Dam Municipal Water District, CA • Completed business process and configuration requirements for the upgrade Infinity CIS project. City of Lee's Summit, MO • Completed business process and configuration requirements for the upgrade Infinity CIS project. City of Lake County, IL • Completed business process and configuration requirements for the upgrade Infinity CIS project. City of Colton, CA • Completed business process and configuration requirements for the upgrade Infinity CIS project.
Education	Bachelor of Science, Information Systems DeVry Institute of Technology, Phoenix, Arizona
Previous Work Experience	University of South Florida Business Analyst Working in Banner, CRM Advance, Financial Edge NXT, MS SQL, Jira, and Confluence applications • Serve as a liaison between the Advancement Operations department and the functional users to ensure any development, modification, upgrade, or change to the system meets the functional needs; has a Return on Investment; and is aligned with the philanthropic mission. • Communicate project plans and requirements to functional users who will be testing and validating system changes. • Participate directly in system testing.

- Coordinate and collaborate with functional users and IT staff to find solutions to problems identified in the systems.
- Provide analysis, and task management in an agile team.
- Participate in daily standups and retros to create Epics, Sprints, and Tasks for the developers.
- Serve as a liaison between the technical and functional staff to introduce new delivered functionality.
- Analyze current operational procedures and determine specific recommendations for redesign of business processes.
- Work with technical resources to develop, test and document software applications or modifications.
- Prepare workflow charts, diagrams, and documents to specify business processes.

Elena Jones, Project Manager, Professional Services

Professional Background

Before joining Advanced, Elena was employed by Eagle River Water and Sanitation District and the Accounting Systems Administrator. She brings with her over 10 years of experience in utility billing, supervising customer service, numerous integrations, and implementations internally and customer facing.

Elena is currently a Project Manager in the Professional Services Department.

Areas of Expertise

Elena has strong skills in the following areas:

Information Technology Implementations

- Successfully managed and implemented Advanced Metering Infrastructure, Meter Data Management Software, Merchant Gateway Systems

Billing Systems

- Managed Rate Structure Auditing and Changes annually
- Rate Study liaison between consultants and District

Communications

- Presented numerous District-wide initiative and changes to the board for review and approval.

Experience

Murfreesboro, TN

- Managed upgrade project from CIS V3 to V4.

Lee's Summit, MO

- Managed upgrade project from CIS V3 to V4.

Lake County, IL

- Managed upgrade project from CIS V3 to V4.

Cucamonga, CA

- Managed implementation of CIS V5

Fulton County, GA

- Managed implementation of Silverblaze

Education

BA - Fine Arts

University of Colorado, Denver Colorado

Previous Work Experience	• Accounting Systems Administrator – Eagle River Water & Sanitation District • Finance and Marketing Director - Eagle River Watershed Council • Financial Analyst – Vail Resorts Development Company

Jenna Guzman, Business Analyst, Professional Services

Professional Background	Jenna has been with Advanced for over two years as a Business Analyst and has experience with requirements gathering, analysis, specifications, documentation, testing and test case writing in relation to interfaces and system modifications. Additionally, Jenna has worked closely with rates discovery, documentation, and testing. Prior to coming to work for AUS, Jenna spent nine years in the water utility industry for a local municipality, with the last 7 years before coming to Advanced as the Customer Service and Billing Manager for the utility. She played a major role in the implementation of Infinity CIS on the utility side while employed there.
Areas of Expertise	Jenna has strong professional skills in the following areas: Requirements Analysis • Jenna has gathered requirements, written requirements documentation, and written Test Cases for numerous types of interfaces. This experience has given Jenna a strong understanding of eliciting requirements to ensure interfaces meet client needs. Rate Testing • Jenna created the Rates Discovery Documentation template used during Functional Discovery. Additionally, Jenna streamlined rates testing by creating the Functional Rates Testing Smartsheet for clients to use when completing rate testing. Jenna subsequently trained the trainers and technical consultants on how to utilize the Smartsheet with our clients. Utility Business Needs • As the former Customer Service & Billing Manager for a water utility using Infinity CIS as their billing software, Jenna has a very strong understanding of a utility office's business needs and can help with Infinity CIS best practices.
Experience	Town of Jupiter, FL • Full project implementation from client side City of Santa Fe, NM & Cucamonga Valley Water District, CA • Requirements gathering, documentation, Test Case Writing and rollout for modifications and interfaces • Rate Testing assistance
Education	Master of Business Administration Nova Southeastern University Bachelor of Science

	Florida Atlantic University
Previous Work Experience	Town of Jupiter, FL Customer Service & Billing Manager Jenna was responsible for the daily operations of the Customer Service & Billing office including cashiering, collections, billing, and customer service and worked closely with the Field Service Manager for meter reading services. Additionally, Jenna created, reviewed and amended departmental operating procedures, prepared and maintained the departmental operating budget, and ensured continual development of employees.

EXHIBIT B FEE SCHEDULE

One Time Cost Summary

V3 to V5 Upgrade License Fees	
Line Item	Price
Service-Link (15 named users)	\$ 66,000.00
CIS Infinity V3 Licenses (10 Concurrent – for use on V3 and grandfathered to V5 SaaS)	\$63,600
CIS Infinity V3 License (10 Concurrent – for use on V3 and grandfathered to V5 SaaS)	(\$63,950)
Taxes (7.8% - the rate may vary based on State, County and City changes)	\$5,148.00
Total	\$ 71,148.00*

V3 to V5 Upgrade Professional Services Fees	
Line Item	Price
Project Management	\$128,906.00
Data Conversion	\$109,313.00
Oracle to SQL DB Migration	\$41,250.00
Configuration	\$48,469.00
Advanced Standard Reports	\$15,469.00
General Training	\$41,250.00
UAT - Troubleshooting	\$20,625.00
Development	\$16,500.00
Post Live Support	\$50,400.00
Customer Engagement Portal	\$67,000.00
Service-Link	\$44,800.00
Custom Development: Interfaces	\$573,375.00
Neptune AMI REST API Integration Consulting	\$24,750.00
88 Customized Reports + 2 in product (90)	\$290,400.00
12 Reports that require DLL	\$74,250.00
Go-Live – On-site Assistance	\$16,500.00
Assistance/Contribution w/rounding and redesign of deposits	\$28,875.00
AMR integration discount	(\$9,405.00)
Annual Price Increase Discount	(\$24,228)
Taxes (exempt)	\$0
Total	\$1,558,499

Optional Items - Professional Services Fees	
Line Item	Price
Second ITC – Post UAT	\$ 50,000.00
Customer Testing Support (standard scripts + up to 2 custom test scripts)	\$ 75,000.00
Lucy Work Order Interface	\$ 50,000.00
Total	\$ 175,000.00*

*Optional Items denoted here are not in scope and are not included in the payment milestones noted below.

Annual Recurring Costs Summary

V3 to V5 Upgrade Annual Fees	
Line Item	Price
Infinity v5 Platform	\$9,611.14
Infinity CIS V5 Support and Maintenance (July 1, 2024 – June 30, 2025)	\$128,679.00
Infinity CEP	\$98,000.00
Service-Link	\$27,700.00
Infinity Cloud Hosting	\$75,000.00
REST API	\$20,000.00
REST API Discount	(\$20,000.00)
Third Development Environment (Hosting)	\$20,000.00
CIS Infinity V3 License (10 Concurrent – for use on V3 and grandfathered to V5 SasS) Annual Maintenance	\$15,987.50
CIS Infinity V3 License (10 Concurrent – for use on V3 and grandfathered to V5 SasS) Annual Maintenance	(\$15,987.50)
Taxes (7.8% - the rate may vary based on State, County and City changes)	18,308.86
Total	\$377,299.00

Infinity CIS V5 Annual Support and Maintenance (July 1, 2024 – June 30, 2025) will be billed on July 1st, 2024 and subsequent years on the anniversary date.

Note: Additional services required by Chandler through the end of Post Live and approved through the Change Control Process (e.g. requirement changes or changes to the project scope) will be billed at a rate of \$250/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.

Note: Existing Maintenance and Support fees are reflected in the MSA.

Estimated Travel Expenses

- Based on the current project scope, Advanced anticipates 50 trips.
- Total number of trips can be reduced by choosing a hybrid remote/on-site implementation.
- Prices outlined above do not include travel costs, as estimated below, which are billed as incurred.
 - Travel expenses include, but may not be limited to: airfare, transportation, meals, travel time and accommodations.

Travel	
Line Item	Price
50 On-site Trips	\$ 150,000.00

Payment Milestones

Professional Services

Reference	Milestone – Chandler will be billed according to the completion of the Milestone	Invoice Amount	Del # from Appendix 2
CT1	SOW Signing	\$423,885.37	n/a
MP1	Installation of Infinity CIS v5 to a Non-Production Environment	\$77,086.55	12
MP2	Installation of CEP to a Non-Production Environment	\$77,086.55	28
MP3	Installation of Service-Link to a Non-Production Environment	\$46,251.93	30
MP4	Delivery of Functional Discovery Workshops	\$77,086.55	31
MP5	Initial Conversion Rollout	\$77,086.55	32
MP6	Initial Configuration Rollout	\$308,346.20	35
MP7	Completion of Core Team Training	\$77,086.55	38
MP8	Data Refresh #2 Load (Functional Testing)	\$77,086.55	41
MP9	Data Refresh #3 Load (ITC)	\$77,086.55	45
MP10	Data Refresh #4 Load (UAT)	\$77,086.55	46
MP11	Data Refresh #5 Load (Go-Live)	\$77,086.55	53
MP12	30 Days Post Go-Live	\$77,086.55	n/a
	Total Services	\$1,549,349	

License Fees:

Fee Type	Milestone	Invoice Amount
Service-Link	100% due on Contract Signing	\$ 77,148.00

Annual Fees:

Fee Type	Milestone	Invoice Amount
Infinity v5 Platform	100% due on Infinity CIS v5 installation to a non-production environment.	\$ 9,611.14
CEP	100% due on Infinity CIS v5 installation to a non-production environment.	\$ 98,000.00

Fee Type	Milestone	Invoice Amount
Service-Link	100% due on Infinity CIS v5 installation to a non-production environment.	\$ 27,700.00
Infinity Cloud Hosting Third Development Environment (hosted)	100% due on Infinity CIS v5 installation to a non-production environment. 100% due on Infinity CIS v5 installation to a non-production environment.	\$ 80,850 \$ 21,560

EXHIBIT C
SERVICE LEVEL AND SUPPORT SERVICES

PART 1: DEFINITIONS

For purposes of this Schedule "D" ("SLA"), the following terms have the meanings set forth below. All capitalized terms in this SLA that are not defined in this Part 1 shall have the respective meanings given to them in the Main Agreement.

- 1.1 **"Availability Requirement"** has the meaning given to it by Part 2 of this SLA.
- 1.2 **"Business Day(s)"** has the meaning given to it by applicable law.
- 1.3 **"Customer Cause"** means any of the following causes of an Error,: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Harris Systems by Organization or its Representatives; (b) any maintenance, update, improvement or other modification to or alteration of the Harris Cloud Services or the Harris Systems by Organization or its Representatives; (c) any use of the Harris Cloud Services or the Harris Systems by Organization or its Representatives in a manner inconsistent with the then-current Documentation; (d) any use by Organization or its Representatives of any products or services that Harris has not provided or caused to be provided to Organization; (e) delay or failure of performance by Organization of its obligations under this Agreement; or (f) any use by Organization of a non-current version or release of the Harris Cloud Services, notwithstanding notice from Harris that updates, fixes or patches are required; (g) or any act or omission by Organization or any Authorized User/access to or use of the Harris Cloud Services by Organization or any Authorized User, or using Organization's or an Authorized User's access credentials, that does not strictly comply with this Agreement and the Documentation. For clarity, if any of the foregoing is authorized by Harris in writing, it will not be considered a "Customer Cause".
- 1.4 **"Designated Representative"** has the meaning set forth in Part 3 (d).
- 1.5 **"Error"** means any reproducible failure of the Harris Cloud Services to operate in all material respects in accordance with the Documentation, including any problem, failure or error referred to in the Service Level Table.
- 1.6 **"Exceptions"** has the meaning given to it by Section 2.
- 1.7 **"First Line Support"** means (i) the identification, diagnosis and correction of Errors by Harris help desk technicians by telephone or e-mail communications with a Designated Representative following submission of a Support Request; and/or (ii) referral to technical information on the Harris Site for proper use of the Harris Cloud Services.
- 1.8 **"Force Majeure Event"** means an event of "Force Majeure", as that term is defined by Section 17.9 of the Main Body.
- 1.9 **"Main Body"** means the main body of the Master Subscription Agreement between the parties dated the Effective Date.
- 1.10 **"Out-of-Scope Services"** means any of the following: (a) any of the services set forth in Exhibit I of this SLA, and any other services that Organization and Harris may from time to time agree in writing are not included in the Support Services; (b) any services requested by Organization and performed by Harris in connection with any apparent Services Error that Harris has reasonably determined to have been caused by a Customer Cause; and (c) any Second Line Support requested by Organization and provided by an individual requested by Organization whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support Request.
- 1.11 **"Remote Access Software"** has the meaning set forth in Part 3.
- 1.12 **"Remote Services"** has the meaning set forth in Part 3.

- 1.13 **"Resolve"** and the correlative terms, **"Resolved"**, **"Resolving"** and **"Resolution"** each have the meaning set forth in Part 3.
- 1.14 **"Second Line Support"** means, where Errors are not Resolved by First Line Support, the escalation to second line support for the identification, diagnosis and correction of Errors through a Designated Representative by telephone or e-mail or through Remote Services or otherwise, as the parties may agree.
- 1.15 **"Service Level Failure"** has the meaning given to it in Part 2.
- 1.16 **"Service Level Table"** means the table set out in Part 2.
- 1.17 **"Service Period"** has the meaning given to it in Part 2.
- 1.18 **"Severity 1"** has the meaning set forth in Part 4.
- 1.19 **"Severity 2"** has the meaning set forth in Part 4.
- 1.20 **"Severity 3"** has the meaning set forth in Part 4.
- 1.21 **"Support Hours"** means those hours between 8:00 AM and 9:00 PM Eastern Time on Business Days.
- 1.22 **"Support Request"** has the meaning given to it in Part 3.
- 1.23 **"Support Services"** means Harris's First Line Support and Second Line Support, but excludes the support of: (i) Implementation Services; (ii) Professional Services; and/or (iii) Out-of-Scope Services.
- 1.24 **"Support Service Levels"** means the defined severity levels and corresponding required service level responses, response times, and Resolutions referred to in the Support Service Level definitions.
- 1.25 **"Third-Party Components"** has the meaning given to it by Section 1.1 of the Main Agreement.

PART 2: AVAILABILITY REQUIREMENT

Subject to the terms and conditions of this Agreement, Harris will use commercially reasonable efforts to make the Services Available at least ninety-nine and one-half percent (99.5%) of the time in any given calendar month during the Term (each such calendar month, a "Service Period"), excluding un-Availability as a result of any of the Exceptions described below in this Part 2 (the "Availability Requirement"). "Service Level Failure" means a material failure of the Services to meet the Availability Requirement. "Available" means the SAAS delivered pursuant to a particular Services Order are available for access and use by Organization and its Authorized Users in a production environment.

For the purposes of calculating the Availability Requirement, the following are "Exceptions" to the Availability Requirement, and neither the Services or the Software will be considered un-Available, nor any Service Level Failure be deemed to occur, in connection with any failure to meet the Availability Requirement or impaired ability of Organization or its Users to access or use the Services that is due, in whole or in part, to any:

- (a) Organization Cause;
- (b) Organization's or its User's Internet connectivity;
- (c) Force Majeure Event;
- (d) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Harris pursuant to this Agreement;
- (e) Scheduled Downtime;
- (f) any interruption to the access or use of the Services that occurs in a non-production environment;
- (g) emergencies in the nature of security risks and updates to address such security risks;

(g) the failure, interruption, outage, or other problem with a Third-Party Component; or

(i) disabling, suspension, or termination of the Services for cause by Harris.

Availability Calculations:

Availability is calculated as follows:

Description	Calculation of Availability	Service Period
Percentage of time the SaaS is Available.	$Availability = \frac{a - b - c}{a - b} \times 100$ Where: a = Total minutes in the month b = Total minutes of planned maintenance in the month c = Total minutes of unplanned service outages in the month	Each Calendar Month

Service Level Failures and Remedies:

In the event of a Service Level Failure, Harris shall issue a credit to Organization in the amounts set out in the table below (a "Service Level Credit(s)"), provided however, that Harris has no obligation to issue any Service Level Credit unless Organization: (i) reports the Service Level Failure to Harris immediately on becoming aware of it; and (ii) requests such Service Level Credit in writing within ten (10) days of the Service Level Failure.

Service Period Availability (as calculated in the table above)	Service Level Credit (Percentage of Monthly Payment of Annual Subscription Fees)
Equal to or greater than 99.5%	0%
Equal to or greater than 98.5%	2%
Equal to or greater than 97.5%	6%
Less than 97.5%	12%

Service Level Credits are not compounding and shall be limited to a maximum of twelve percent (12%) of the pro-rated portion of the Annual Subscription Fees paid by Organization for the Services applicable to the calendar month in which the Service Level Failure occurred (and in no event shall the total Service Level Credits due to Organization in any twelve (12) month period exceed 12% of the Annual Subscription Fees). Any Service Level Credit due to Organization under this Attachment B will be issued to Organization and applied at the time of invoicing for the next applicable invoice date. This Part A sets forth Harris' obligation and liability and Organization's sole remedy for any Service Level Failure.

(d) Scheduled Downtime. Harris will use commercially reasonable efforts to:

(i) Schedule downtime for routine maintenance of the Services between the hours of 10:00 p.m. and 7:00 a.m. Pacific Time on Business Days or anytime during Non-Business Days for the production environment; and

(ii) Give Organization at least 2 business days prior notice of all scheduled downtime of the Services ("Scheduled Downtime") for production and non-production environments under non-emergency/high-criticality situations.

PART 3: SUPPORT SERVICES

Harris shall provide the First Line Support and the Second Line Support during the Support Hours throughout the Service Period in accordance with the terms and conditions of this SLA and the Main Body, including the Service Levels.

2.0 Support Service Levels

(a) Response times and Resolution will be measured from the time Contractor receives a Support Request until the respective times Contractor has: (i) responded to that Support Request, in the case of response time; and (ii) Resolved that Support Request. "Resolve", "Resolved", "Resolution" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request. Contractor shall respond to and Resolve Support Requests as set out below based on Organization's designation of the severity of the associated Error, subject to Contractor's right to revise such designation after Contractor's investigation of the reported Error and consultation with Organization. Organization shall have 3 business days after the closing of the ticket to object;

(b) Contractor shall Resolve the Support Request within a commercially reasonable period of time following the diagnosis of the Error. In the case of Errors designated by Organization as Severity Levels 1 or 2 (High or Medium, respectively), if Contractor Resolves the Support Request by way of acceptable work-around, the Error will be reduced to a Severity Level of 3.

3.0 Response Times

Response times will vary and are dependent on the severity 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:

(a) Severity 1 – Critical/High: 0 - 3 hours best effort

Severity 1: Production Software unusable, customer-facing issues affecting multiple City of Chandler accounts

(b) Severity 2 – Medium: 1 - 6 hours

Severity 2: Partial software functionality unusable / Partial service unavailable

(c) Severity 3 – Low: 1 - 24 hours

Severity 3: Cosmetic

Upon written request in Team Support to the designated representative, tickets may be escalated to a higher Severity.

Ticket resolution target times are as follows

(a) Severity 1 – Critical/High: Immediate – work commences and continues until issue resolved or workaround deployed; Provide City with updates every 60 minutes on the status of the resolution during standard City of Chandler business hours; Agree to get on a conference call to troubleshoot with all impacted parties

4.0 Call Severities

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

(a) Severity 1 – Critical/High

- System Down (users have no access to Advanced production environment)
- Inability to process bills/invoices
- Program errors without workarounds impacting critical processes
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Data Security issues
- Issues causing critical integrations to completely fail
-

Note: the existence of a mutually agreed upon work-around precludes a Severity 1 or Severity 2 issue in most cases.

(b) Severity 2 – Medium

- System errors without manageable workarounds
- Report calculation issues
- Error messages preventing data integration and update
- Issues causing non-critical integrations to fail completely
- Performance issues of severe nature not impacting critical processes
-

(c) Severity 3 – Low

- System errors that have manageable workarounds
- Performance issues not affecting critical processes
- Modification requests relating to efficiency or other usability considerations
- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Requests/recommendations for enhancements on system changes
- Questions on documentation
-

5.0 Designated Representative

Organization shall designate the individual(s) who will act as a direct liaison with Contractor and be responsible for communicating with, and providing timely and accurate information and feedback to Contractor in connection with the Support Services (each such individual, a "Designated Representative"). The Designated Representative(s) will be the sole liaison(s) between Organization and Contractor in sending Support Requests and communicating with Contractor in connection with any matters relating to the provision of the Support Services.

6.0 Support Requests

If, after reviewing support resources, Organization has not corrected an Error, Organization may request Support Services by way of a Support Request. Organization shall classify its requests for Error corrections in accordance with the severity level numbers and definitions within the service level definitions set forth above and shall submit its request through the Contractor support portal located on the Contractor Site, or such other means as the parties may agree to in writing (each a "Support Request"). Organization shall include in each Support Request a description of the reported Error and the time Organization first observed the Error. The Service Level Table will not apply to

support requests that do not follow the process set out in this section and Contractor will not, in those circumstances, be required to meet the Service Levels.

7.0 Call Process

All Errors or questions reported to Contractor are tracked via a support call ticket; Our current process for logging calls includes the following: TeamSupport (via website), email, and phone.

- (a) 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, including screenshots of steps, of your question or issue, a trace (xtrace) of the behaviour, and any other information you believe pertinent.
- (b) Our support system or one of our support analysts will provide you with a ticket number to track your issue and your call will be logged into our support tracking database.
- (c) Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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. The 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.
- (h) 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.
- (i) Automated closing of issues: The Organization will be consulted before closing a support issue whenever possible. However, if a ticket is in a customer-action status (ex: "Client To Test") it may be closed after four weeks of inaction after reasonable attempt by Support to obtain an update. A closed ticket may be re-opened at any time.

8.0 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 team lead or manager
 Level 3: Contact the director or vice president of support
 Level 4: Contact the executive vice president

9.0 Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below. Staff will be available via the after-hours support phone to deal with critical incidents.

New Year's Eve:	Early Closure
New Year's Day:	Closed
Good Friday:	Closed
Victoria Day:	Closed
Canada Day:	Closed
Civic Holiday:	Closed
Labor Day:	Closed
Thanksgiving:	Closed
Christmas Eve:	Early Closure
Christmas Day:	Closed
Boxing Day:	Closed

10.0 Billable Support Services

The services listed below are examples of services that are out of scope of the Service Level Agreement and are therefore considered billable services:

- Extended training
- Forms redesign or creation (includes bill prints, notices, letters, forms, etc.)
- Setup and changes to interfaces or creation of new interfaces
- Setup of new utility services or changes to services / Rates
- Request to add/change business process configuration for new or changing requirements
- Setup of new receipt printers, printer setup changes
- Data conversions / global modification to setup table data

11.0 Test Databases & 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. The creation of additional test databases and application instances is a billable service, quotations and incremental maintenance rates will be provided on request.

12.0 Updates

Within a reasonable time of Error diagnosis, Harris may give Organization electronic updates of the nature and status of its efforts to correct an Error, including, if possible, a description of the Error and estimated time to reach Resolution. Electronic and telephone updates will be provided for Severity One related issues.

13.0 Remote Support Services

(a) Harris may provide Support Services to Organization remotely, including by means of telephone or internet telephony, or over the internet through the use of Remote Access Software ("Remote Support Services") to assist in maintaining the systems and analyzing and Resolving any Error reported by a Support Request during the Support

Period. Organization shall give Harris permission to use remote access software necessary for Harris to provide the Remote Support Services to Organization ("Remote Access Software"). The Remote Access Software contains technological measures designed to collect and transmit to Harris certain diagnostic, technical, usage and related information relating to or derived from Organization's use of the Advanced Cloud Services and Third-Party Products. The parties acknowledge and agree that Harris and its agents, Affiliates or subcontractors may collect, maintain, process and use: (i) only such information as is necessary to assist in analyzing and Resolving a Support Request; and (ii) use such information solely to provide the Support Services in accordance with the terms and conditions of this SLA and the Main Body ; Any such contact will be made through tools as agreed upon in writing.

(b) 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). No updates to the production environment will occur without written approval from the City.

(c) Harris shall treat any information it collects, maintains, processes or uses under this Section 13 as Organization's Confidential Information.

14.0 Out-of-Scope Services

Organization may request Out-of-Scope Services through a Change Order, in accordance with the terms and conditions of this SLA and the Main Body .

EXHIBIT D

THIRD PARTY SERVICE PROVIDER TERMS

1. Microsoft Azure

Customer agrees that the additional terms set out in Microsoft's Universal License Terms, available at <https://www.microsoft.com/en-us/licensing/product-licensing/products> (the "**Universal License Terms**"), apply to Customer's use of the Services and the Microsoft Products and Services Data Protection Addendum ("**DPA**") available at <https://aka.ms/DPA> sets out the parties obligations with respect to processing and security of Data and Personal Information in connection with Customer's use of the Services and to the processing and security of Professional Services Data and Personal Information in connection with the provision of any professional services and support services performed by Microsoft related to the Services. For clarity, the DPA applies only to the processing of data in environments controlled by Microsoft and its subprocessors, including data sent to Microsoft by the Microsoft products and the Services but does not include data that remains on Customer's premises or in any Customer selected third party operating environments. The Universal License Terms and the DPA may be changed from time to time. Customer should review such documents carefully, both at time of acceptance of this Agreement and periodically thereafter, and fully understand all terms and conditions applicable to the Services.

Information regarding Microsoft Azure's data residency and transfer policies is available at the following link: www.microsoft.com/en-us/trustcenter/privacy/where-your-data-is-located.

An overview of how encryption is used in Microsoft Azure (for data at rest and data in transit) is available at the following link: <https://docs.microsoft.com/en-us/azure/security/security-azure-encryption-overview>.

High Risk Use: *Customer must consider whether its specific use of these technologies is safe. The Services are not designed or intended to support any use in which a service interruption, defect, error, or other failure of the Service could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "**High-Risk Use**"). Customer's High-Risk Use of the Services is at its own risk. Customer agrees to defend, indemnify and hold Harris and Microsoft harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a High-Risk Use associated with the Services, including any claims based in strict liability or that Harris and/or Microsoft was negligent in designing or providing the Service(s) to Customer.*

The foregoing information, including the links to such information, may be changed from time to time therefore Customer is responsible for reviewing such information periodically.

2. Data Location. As of the Effective Date, Harris's third party service provider of the Software hosting services is Microsoft® and Harris uses Microsoft's Azure® online services to host the Software. To the extent permitted by applicable law and except as described in the Microsoft Universal License Terms and the DPA, City Data, Professional Services Data and Personal Information that Microsoft processes on City and Harris's behalf may be transferred to, and stored and processed, in the United States or any other country in which Microsoft or its service providers maintain facilities. City appoints Harris and Microsoft to perform any such transfer of City Data and Personal Information to any such country and to store and process City Data and Personal Information to provide the Services. Harris shall use commercially reasonable efforts to work with Microsoft personnel to configure the Services to store City Data on Virtual Machines using Locally-Redundant Storage (LRS).

3. Data and Privacy Policy of City

City shall be responsible to ensure the following:

- a. City Data, Professional Services Data, and Personal Information, that is either provided to or acquired by Harris and/or its service providers from City is owned exclusively by City and that City has full right and title to provide the City Data, Professional Services Data and Personal Information to Harris and its service providers;
- b. City Data, Professional Services Data and Personal Information, that is either provided to or acquired by Harris is subject to a privacy policy in effect as of the Effective Date and City or City's customers or other third party owners of the City Data or Personal Information have provided to Organization their written consent for its collection, use and storage by Harris and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;
- c. City complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any City Data, Professional Services Data and Personal Information collected, used, transferred, created or disclosed pursuant to this Agreement; and
- d. City will not provide Harris or its service providers with data or Personal Information of any kind for which Harris or its service providers either have no need or do not have the right to collect, use and store under the terms of this Agreement.

EXHIBIT E
DISASTER RECOVERY PLAN

This section intentionally blank.

EXHIBIT F EXIT PLAN

For purposes of this Exit Plan, the following terms shall bear the meanings set out below:

"Replacement Services" means any services which are substantially similar to the Services and which Client or one of its Affiliates procures in substitution for the Services following the termination of this Agreement, whether those services are provided internally and/or by any third party.

"Replacement Supplier" means any third party service provider of Replacement Services appointed by Client or one of its Affiliates from time to time.

"Termination Assistance Fees" means the charges payable by the Licensee for the Termination Services as shall be set out in the Exit Plan.

"Termination Period" means the period of 12 months (which may be reduced at the Licensee's discretion by giving Licensor 60 days' written notice) commencing on the date of service of any notice of termination of this Agreement.

"Termination Services" means the termination transition services to be provided under the Exit Plan. In addition, Services under this Agreement shall be provided in accordance with the terms of this Agreement during the Termination Period.

1. Provided that Client and its Affiliates are in compliance in all material respects with their obligations under this Agreement, for the Termination Period, Provider shall provide all reasonable and necessary transition assistance to Client and its Affiliates to allow, as chosen by Client, the orderly transfer and replacement of the Services by Client or a Replacement Supplier, or their respective Representatives. Such transition may entail the substitution of Web sites, communication networks, software, servers, and reports, and/or the termination or modification of the Services in whole or in part. Provider and Client shall cooperate with each other in the production of the Exit Plan in accordance with this Schedule with a view to completing the Exit Plan in a timely manner.
2. As soon as reasonably practicable after any notice of termination is served in accordance with this Agreement, the Parties shall:
 - (a) Agree upon a date (which shall be no later than 14 calendar days after the date of such meeting) for the joint production and circulation of a first draft of the Exit Plan; and
 - (b) Appoint a senior management individual of each of the Parties, each of whom shall act as a point of contact for the Termination Period and to deal with all matters relating to termination of both the Services and/or any license relating to the Documentation granted under this Agreement.
3. The Exit Plan shall:
 - (a) Address the scope of the Termination Services, Termination Assistance Fees and the service levels applying to the Termination Services. Unless otherwise agreed by the parties, each party shall continue to meet its respective obligations under this Agreement during the Termination Period. Provider acknowledges that it is important to Client to effect an orderly transition in-house or to a Replacement Supplier of the Replacement Services and, in this respect, it is also important that there is no degradation in the provision of the Services. All Termination Assistance Fees shall be chargeable as stated in the Exit Plan; and
 - (b) Describe more particularly the process by which the parties shall return or cease to use each other's Confidential Information; and
 - (c) Address the project management of the Termination Services and identify relevant individuals who shall manage the provision and implementation of the Termination Services.
4. Upon request by Client during the Termination Period, Provider shall provide to Client any reasonable documentation describing, explaining or which would otherwise assist Client in inviting third party service providers to supply the same or similar software and/or services (or any part of the same) and negotiating alternate arrangements with those third parties with regard to the provision of

Replacement Services. Any such provision shall be made subject to reasonable licensing and/or confidentiality obligations which shall be agreed by the parties.

5. Provider shall provide or make available to Client detailed information, data, and records reasonably necessary for the provision of services similar to the Services and/or any software which may be used by Client or a Replacement Provider in lieu of the Software post termination of this Agreement. Any such availability shall be made subject to reasonable licensing or confidentiality obligations which shall be agreed by the parties.
6. The Parties shall agree any other reasonably necessary provisions to facilitate a smooth and orderly transition from Provider to Client or the Client's nominated Replacement Supplier.

Notes

All schedules referred to in this form must be drafted by the user and are not supplied.

EXHIBIT F
INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance: Contractor must provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

Products – Completed Operations Aggregate	\$4,000,000
Each Occurrence	\$2,000,000

The policy must be endorsed to include language substantially conforming to the following: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by Contractor." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability.

The policy may not exclude the explosion/collapse/underground (“xcu”) hazard.

2. Worker’s Compensation and Employers’ Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Chandler.

3. Tech E&O and Network Security & Privacy Liability Insurance (Cyber)(combined in one policy)

In addition to the insurance requirements set forth in the Agreement, Contractor agrees to provide the following insurance coverage and limits of coverage as part of this Agreement.

Per Loss	\$5,000,000
Aggregate	\$5,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for

an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the Agreement. If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same. The insurance shall provide coverage for the following risks:

3.1 Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.

3.2 Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.

3.3 Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

3.4 Additional Requirements: The policy shall provide a waiver of subrogation.

B. Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions: Contractor's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Contractor has undertaken under this Agreement. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Contractor under this Agreement.

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and will endeavor to provide thirty (30) days prior written notice of cancellation to the City except for non-payment of premium for which a ten (10) day notice will be provided. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
Attention: Purchasing Division
P.O. Box 4008, Mail Stop 901
Chandler, Arizona 85244-4008
Phone: (480) 782-2400
Email: purchasing@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008

Phone: (480) 782-4640

Fax: (480) 782-4652

Email: legal.notices@chandleraz.gov

- D. Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
- E. Verification of Coverage:** Contractor must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to reasonably provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Information Technology Department with a copy to Risk Management as the addresses listed in Section C. The Agreement number and description are to be noted on the certificate of insurance. At City's request, Contractor must make certified copies of all insurance policies required by this Agreement available for City's review through a representative and at Contractor's most proximate business location.
- F. Approval:** Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.