



City Clerk Document No. _____

City Council Meeting Date: November 7, 2024

**CITY OF CHANDLER SOFTWARE AS A SERVICE AGREEMENT
UTILITY SERVICES CUSTOMER PORTAL
CITY OF CHANDLER AGREEMENT NO. PW4-920-4773**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and i3-Milestone, LLC, a subsidiary of i3 Verticals, LLC, a Delaware corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for the utility services customer portal as more fully 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 this 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.

Base Programs means each version of a computer program used by Contractor to perform the Services, including the object code and source code, and all Upgrades, Documentation, workarounds, error-corrections, patches, and bug fixes.

City means the City of Chandler, Arizona and its duly authorized agents, employees, officials, and representatives.

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.

Custom Software means the modifications and enhancements to the Software Programs and new computer programs, including application program interfaces, developed from time to time by Contractor for the exclusive use of City.

Days means calendar days.

Documentation means the user, operations and training manuals, marketing materials, proposals, and responses to requests for information or proposals pertaining to the Services or the Software Programs, as well as any specifications reviewed by City, concerning the relevant Software licensed hereunder.

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 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.

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.

Contractor Confidential Information means Contractor nonpublic financial information.

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.

Shall, Will, or Must means a mandatory requirement.

Software Programs means the Base Programs and Custom Programs, including any Upgrades.

Upgrades has the meaning stated in Exhibit A.

2.0 SERVICES

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

2.2 Grant of License; Ownership. Contractor hereby grants City a nonexclusive, worldwide license to install (as necessary), access and use the Software Programs in order to receive, manage, maintain and use the Services for and on behalf of End Users (the "IP License"). Contractor has, and shall maintain, full and complete right, title and interest in and to the Software Programs and all Intellectual Property Rights therein, and City's right to use such Software Programs is specifically set forth in this Agreement.

2.3 Reports. On a quarterly basis or more frequently as may be specified in a Schedule, 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 an applicable Schedule, and any other information reasonably requested by City.

2.4 Services Audit. City may on 30 days' notice conduct audits and reviews of the Facilities on Contractor's premises with respect to the 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 an industry standard format reasonably requested by City, at no additional charge. 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 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.

2.7 City Affiliates. City's rights under 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. To address security and identification protection concerns, Contractor shall ensure that City Data under its control remains within the United States; provided, that, Contractor may perform Services (including development work) outside the United States, so long as the City Data remains within the United States. In no event, however, shall Contractor perform customer support from outside the United States.

2.9 Compliance with WCAG Version 2.1 Level AA. Contractor represents and warrants that the software provided hereunder is in compliance with the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA.

3. BACKUP IP LICENSE

3.1 Sufficiency of Intellectual Property; Further Assurances. Contractor represents and warrants that the IP License and the Intellectual Property Rights licensed to City thereunder are and will be sufficient for City or its Representatives to manage, maintain, perform and deliver the Services for present and future End Users, to produce, copy, install, operate, manage, maintain, and improve the Services or the Software Programs and Facilities of City's own choosing in order to do so, without infringement of Intellectual Property Rights owned or held by others. Promptly upon the reasonable 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 IP License. To the extent that Contractor or its Affiliates' Intellectual Property Rights include any U.S. patents or copyrights that are owned by third-party licensors, Contractor will at City's request, provide City with written confirmation from such third-party owner that such owner will give effect to the terms of Section 3.1 without any further condition, payment or other obligation. The IP License 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.

4. NON-DISCLOSURE

4.1 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. The 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, City may disclose Contractor 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.

4.2 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 Confidential Information as required to satisfy any request by any governmental or regulatory body.

4.3 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 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.

4.4 Disposition of Confidential Information on Termination or Expiration. Upon termination or expiration of 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.

4.5 Privacy. For all City Information collected, stored or processed by Contractor, Contractor shall: (a)

maintain 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.

5. SECURITY

5.1 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").

5.2 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) Web Site Segment Security. All Internet accessible systems will reside behind Firewalls. The Firewalls will enforce secure access between all Web servers and the Internet. The Firewalls will allow only specific types of data to pass from the Internet to the systems on the Web Segment. An IDS device is used to scan all data that passes within the Web Server segment and will detect, report and terminate any unauthorized activity prior to it reaching the Web Servers.

(c) 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.

(d) Physical Site Security. All systems containing customer or company related data will be contained in locked data cabinets and will reside in a secure Data Center. Only authorized personnel will have access to the Data Center and/or Operations area via an internal security system. The entire physical facility, internal and external, will be monitored 24/7/365.

(e) General Data Security and Network Monitoring. All printed documents containing customer, confidential, financial, or sensitive information that is no longer needed will be shredded. Any printed material of this nature that is retained will be secured in cabinets. All data backups will be locked and secure both on-site and off-site as documented in the Security Policy Document and the Backup/Disaster Recovery

Guide. Contractor will actively monitor the IDS systems, Local Area Network/Wide Area Network, (LAN/WAN) equipment and all critical servers. Encryption techniques will be used for data transmissions where applicable.

(f) Assessments. City reserves the right to conduct risk assessments, vulnerability assessments, black box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. 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).

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

(h) StateRAMP Authorization. Contractors who will be storing, processing, and/or transmitting City data in external, non-City environments (Cloud), are required to attain verified StateRAMP (www.stateramp.org) Ready status for the cloud products the City will be utilizing in order to be considered for contract award. Contractors will be required to attain verified StateRAMP Authorized or City approved StateRAMP Provisional status, at the security category level required by the City, before receiving 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. The City will provide StateRAMP sponsorship to Contractor for the purpose of this contract engagement.

5.3 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 and 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.

5.4 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.

5.5 Audit. City reserves the right to conduct, either itself or through a third-party independent contractor selected by City at City's expense, an on-site audit and review of Contractor's architecture, systems and procedures used in connection with the Services and the Software Programs. Such audit and review shall be conducted upon City's reasonable request. After conducting an audit, City shall be entitled to notify Contractor of the manner in which Contractor does not comply with any of the security, confidentiality or privacy obligations herein, if applicable. Upon such notice, Contractor shall use commercially reasonable efforts to make any necessary changes to ensure compliance with such obligations. If Contractor is unable

to remedy the defects or deficiencies causing its noncompliance with any obligation in accordance with Section 11.1(a) herein, City may terminate this Agreement upon written notice to Contractor. Any audits described in this Section shall be conducted during reasonable times and upon reasonable advance notice to Contractor and shall be of reasonable duration and shall not unreasonably interfere with Contractor's day-to-day operations. Further, City shall not conduct an audit more than twice per year unless City determines in its reasonable discretion that additional audits are necessary. In the event that City conducts an audit through a third-party independent contractor, such independent contractor shall be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth herein to protect Contractor's proprietary information. In addition to and not in lieu of City's rights to conduct an audit as described in this Section, once per year during the term of this Agreement, Contractor will provide City with a written certification that Contractor has tested its architecture, systems and procedures and that it is in full compliance with the security, confidentiality and privacy obligations herein. Such certification shall be signed by an officer of Contractor.

5.6 Information Security Incident Management. 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 suspicion, detection or confirmation of a breach or unauthorized access to City information that is hosted, stored, processed, or transmitted by the Contractor. Notification will be made using City provided email and phone as identified in the Notices section of this contract.

5.7 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 City data retention requirements or otherwise provide backup data to the City. Backups will be maintained offline, encrypted, and regularly tested for availability and integrity for disaster recovery scenarios, including ransomware.

5.8 Applicable Laws and Regulations. Contractor will comply, and assist City to comply with, all applicable State and Federal laws and regulations including, but not limited to:

Federal Information Security Modernization Act of 2014 (FISMA):

<https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma>

- OMB Circular A-130:
<https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource>
- National Cyber Strategy of the United States of America:
<https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure>
- Application/websites will meet WCAG (Web Content Accessibility Guidelines) Level 2.1 AA requirements for government accessibility.
- Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH):
<https://www.hhs.gov/hipaa/index.html>
- Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075):
<https://www.irs.gov/pub/irs-pdf/p1075.pdf>

- Criminal Justice Information Services Security Policy (CJIS)
<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E)
<https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf>
- A.R.S. 18-551 - Definitions Information Security Including PII:
<https://www.azleg.gov/ars/18/00551.htm>
- A.R.S. 18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: <https://www.azleg.gov/ars/18/00552.htm>
- State of Arizona statewide policies, standards and procedures:
<https://aset.az.gov/resources/policies-standards-and-procedures>
- SIPC Memorandum of Understanding (MOU): <https://www.sipc.org/about-sipc/>
- State Environmental policies: <https://azdeq.gov/LawsAndRules>
- Family Education Rights Privacy Act (FERPA):
<https://www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html>
- Driver's Privacy Protection Act (DPPA):
<https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records>
- State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules <https://azlibrary.gov/arm/policies>
- Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements:
<https://www.pcisecuritystandards.org/>

6. FEES AND OTHER PAYMENTS

6.1 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.

6.2 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 three percent (3%) per such increase per annum.

6.3 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

6.4 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

6.4 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.

6.5 Most Favored Terms. Contractor represents and warrants that the terms and conditions (including the pricing terms) of this Agreement and any Schedule hereunder are and will be comparable to or better than the terms and conditions offered to any other reseller or user of the Services, but only to the extent Contractor provides equivalent Services (in scope, volume, product usage, etc.) to such other reseller or user. Upon request, an officer of Contractor will certify in writing Contractor's compliance with this Section within thirty (30) days.

7. REPRESENTATIONS, WARRANTIES, COVENANTS AND LIMITATION OF LIABILITY

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

7.2 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.

7.3 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.

7.4 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 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.

7.6 Services Not to be Withheld. Contractor represents, warrants, and agrees that during the term of this Agreement it will not withhold Services under this Agreement (including, without limitation, implementation, termination transition assistance services) or access to the Facilities for any reason, including, but not limited to, a dispute between the parties arising under this Agreement, another agreement between the parties, or any unrelated dispute between the parties.

7.7 Viruses. Contractor represents, warrants, and covenants that, to its knowledge, the Software does not

and will not contain any 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").

7.8 Other Code. Contractor represents, warrants, and covenants that, to its knowledge, the Software Programs does not and will not contain any computer code that: (a) would disable the Software or any System or impair in any way their operation based on the elapsing of a period of time, the exceeding of an authorized number of copies or scope of use, or the advancement to a particular date or other numeral (referred to as "time bombs," "time locks," "license keys," or "drop dead" devices); (b) would permit Contractor or any third party to access the Software or any System (referred to as "traps," "access codes," or "trap door" devices); or (c) would permit Contractor or any third party to track, monitor or otherwise report the operation and use of the Software by City or any of its customers or clients.

7.9 Documentation. Contractor represents, warrants and covenants that the Documentation: (a) does and will accurately and completely describe the relevant Software Programs; (b) is and will be complete, free of errors and sufficiently detailed to allow City's personnel to operate and use such Software Programs; and (c) will be updated as and when any Upgrade is provided for such Software Programs and such updated Documentation will be delivered by Contractor to City promptly upon any such update.

7.10 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.

7.11 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY SCHEDULE, IN NO EVENT WILL CONTRACTOR OR CITY OR ITS RESELLERS BE LIABLE FOR ANY OF THE FOLLOWING: LOST PROFITS, LOST REVENUE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OR EXCLUSION OF CONTRACTOR'S LIABILITY WILL APPLY WITH RESPECT TO (I) ANY CLAIMS ARISING OUT OF OR RELATING TO A BREACH BY CONTRACTOR OF SECTIONS 3 ("IP LICENSE"), 4 ("NON-DISCLOSURE"), 7.6 ("VIRUSES") OR 7.7 ("OTHER CODE"), (II) AMOUNTS REQUIRED TO BE PAID TO A THIRD PARTY BY CITY AND FOR WHICH CONTRACTOR HAS AN OBLIGATION TO INDEMNIFY CITY UNDER SECTION 8, OR (III) CONTRACTOR'S WILLFUL MISCONDUCT, OR (IV) ANY CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, OR NEGLIGENCE FOR WHICH INSURANCE COVERAGE IS AVAILABLE (INCLUDING WITHOUT LIMITATION ALL COSTS ASSOCIATED WITH THE RECOVERY OR REPLACEMENT OF LOST OR DAMAGED DATA). For the avoidance of doubt, any fines or penalties assessed on a party under applicable law arising out of the other party's breach of this Agreement are direct damages.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

8.1 Indemnification by Contractor. 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) that arise from a third party claim against an Indemnified Party relating to any claim that any of

the Facilities, 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. 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.

8.2 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 twenty (20) 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.

8.3 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.

9. SERVICE LEVELS; SUPPORT SERVICES

9.1 Service Levels. Contractor shall provide the Services in accordance with the Service Levels set forth in Exhibit C hereto.

9.2 Support Services. Contractor shall provide the Support Services set forth in Exhibit D hereto.

10. TERM

10.1 Agreement Term. This Agreement is effective as of the Effective Date. The term of the support and maintenance will begin on the go live date and will continue for a period of two years 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 two additional terms of two years each, or portions thereof.

10.2 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.

11. TERMINATION

11.1 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 twenty (20) 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 and does not cure such breach in accordance with the foregoing, 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.

11.2 Termination for Convenience by Client; No "Abandonment".

(a) City may terminate this Agreement or any Schedule hereunder at any time upon 30 days written notice to Contractor. Notwithstanding anything to the contrary in this Agreement or any Schedule, in the event of any termination under this Agreement, City will only be liable to make any payments which are due hereunder to Contractor for Services provided in accordance with the terms and conditions herein up to the date of such termination.

(b) This Agreement shall automatically expire or terminate upon expiration or termination of this Agreement, unless such termination occurs in conjunction with an Interruption.

(c) 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), Contractor shall not oppose the granting of an injunction compelling specific performance by Contractor of Contractor's obligations under this Agreement

without the necessity of posting any bond or other security. Contractor further agrees not to oppose any such application for injunctive relief by City except to require that City shall establish that Contractor has committed abandonment.

11.3 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.

11.4 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, 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.

12. 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. Contractor will require its approved subcontractors and agents to waive the rights of recovery (as the aforesaid waiver by Contractor) against City, Contractor and their other subcontractors or agents and deliver evidence of such waiver to City before such subcontractors or agents perform any Services.

(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.

13. 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 for all Services shall: (a) be designed to continue all Contractor business operations that are critical to the overall operation and functionality of the Services notwithstanding the occurrence of a Crisis; (b) specify procedures and frequency of testing; and (c) shall be, and shall be maintained consistent with, then-current generally accepted industry standards. The Disaster Recovery Plan shall specifically address the ability of Contractor to provide each of the Services in the event of a Crisis. The Disaster Recovery Plan shall provide, among other things, a mechanism for the redundancy or back-up of business operations designed to keep the Services from becoming unavailable as Unscheduled Downtime as defined in the Service Level Agreement due to a Crisis and to permit the related business operations of City to be re-instituted in a time period that permits the ongoing operation and functionality of City's business to which the Services relate. Without limiting the generality of the foregoing, the Disaster Recovery Plan shall address all of the computer software, computer hardware (whether general or special purpose), telecommunications capabilities (including all voice, data and video networks) and other similar or related items of automated, computerized, and/or software system(s) and any other network(s) or system(s) that are used by or relied on by Contractor in the provision of the Services and the manner in which Contractor will re-institute the processing of relevant information in a time period that permits the ongoing operation and functionality of City's business to which the Services relate. Notwithstanding the foregoing, if a Crisis prevents Contractor from providing the Services to City, Contractor shall allocate its efforts and resources to restoring City's Services no less favorably to City than it allocates to any of its other Clients affected by the Crisis.

14. GENERAL

14.1 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.

14.2 License of Intellectual Property: 365(n). The Software is “intellectual property” as defined in 11 U.S.C.A. 101(35A) which has been licensed hereunder in a contemporaneous exchange for value and this Agreement will be governed by 11 U.S.C.A. 365(n), as the same may be amended or supplemented from time to time, if Contractor files for bankruptcy.

14.3 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.

14.4 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 it is requested by the City Manager or City Manager's designee of City in writing under this Section.

14.5 Assignment. 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.

14.6 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 third 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, CPPO
Title: Procurement and Supply Senior Manager
Address: 175 S. Arizona Ave., 3rd Floor
Chandler, AZ 85225
Phone: 480-782-2403
Email: christina.pryor@chandleraz.gov

For the Contractor

Name: David Jordan
Title: Senior Account Executive
Address: 40 Burton Hills Blvd., Suite 415
Nashville, TN 37215
Phone: 803-466-8680
Email: djordan@i3verticals.com

14.7 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.

14.8 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.

14.9 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.

14.10 Time of the Essence. [Omitted]

14.11 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.

14.12 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.

14.13 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.

14.14 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.

14.15 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.

14.16 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.

14.17 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.

14.18 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.

14.19 Disputes. In any 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 made by the City Purchasing and Materials Manager.

14.20 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.

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

14.22 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.

14.23 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.

14.24 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.

14.25 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 Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.26 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.

14.27 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) 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.

14.28 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 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.

14.29 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.

14.30 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.

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

- Exhibit A – Scope of Services
- Exhibit B – Fee Schedule
- Exhibit C – Disaster Recovery Plan
- Exhibit D – Exit Plan
- Exhibit E – 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 – Scope of Services; (3) Exhibit B – Fee Schedule; (4) Exhibit C – Disaster Recovery Plan; (5) Exhibit D – Exit Plan; and (6) Exhibit E – Insurance Requirements.

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

FOR THE CONTRACTOR

By: _____

By: _____

Its: Mayor

Its: General Counsel & Secretary

APPROVED AS TO FORM:

By: _____

City Attorney



ATTEST:

By: _____

City Clerk

EXHIBIT A SCOPE OF SERVICES

1.1 PROJECT BACKGROUND

The City of Chandler is in the process of transitioning about 86,000 AMR endpoints to AMI using Neptune Technologies AMI solution. With this initiative in progress, the city desires to provide a better customer experience through a robust customer engagement portal which provides self-serve capabilities for each customer's personal online account, bill related interactions, customer communications, customer request transactions including solid waste, and water conservation programs. The city's vision for the customer portal is:

Provide a self-serve customer portal that engages the city's residents and businesses with an outstanding customer experience and provides My Account capabilities such as bill presentment, bill pay, etc., as well as helpful information through personalized insights about water consumption, leak analytics, conservation program opportunities and user-friendly customer transactions.

The replacement and implementation of a modern Customer Experience Portal (CEP) product within the following participating City departments.

Chandler Departments	Primary Services	Accounts
Management Services, Utility Services Division	Water and sewer services for Chandler residents	Approximately 87,000 water metered accounts
Public Works and Utilities, Solid Waste Division	Refuse and recycling collection services for Chandler residents	Approximately 87,000 refuse accounts
Public Works and Utilities, Utilities Administration	Water conservation programs for Chandler residents	N/A
Information Technology	Application support for city departments	N/A

Glossary of acronyms

MDM - Meter Data Management
 OMS - Outage Management System
 UAT - User Acceptance Testing
 QA - Quality Assurance
 DEV - Development Environment
 PROD - Production Environment
 CIS - Customer Information System
 BA - Business Analyst
 SME - Subject Matter Expert
 SOW - Statement of Work

OCM – Organizational Change Management

MSA – Master Services Agreement

KPI – Key Performance Indicator

VPN – Virtual Private Network

FDD – Functional Design Document

1.2 PROJECT SUMMARY

This Scope of Services, also referred to as the Statement of Work (SOW), delineates the project's objectives, scope, schedule, resources, tasks, and responsibilities, serving as a comprehensive roadmap guiding the project team in executing the work effectively and efficiently.

The ePortal solution by i3 Verticals aims to integrate seamlessly with Advanced Utility Systems CIS Infinity Billing system, facilitating smooth integration with third-party payment processors and other systems. The solution will encompass all the features detailed in Attachment 1 to the Scope of Services, Functional Requirements.

2. PROJECT SCOPE

Except as otherwise specifically provided in this Statement of Work, i3 Verticals will configure, build, and deploy a fully operational, ADA-compliant ePortal solution. This solution aims to replace Infinity Link Customer Experience Portal (CEP) and enhance the functionality of the CEP by introducing various self-service options and expanding customer access to city data and services. This transition signifies a combined business and technological transformation through the implementation of a new hosted CEP solution.

The scope outlined in this statement of work will be delivered over a seven to twelve-month period aligned with the CIS Infinity v5 Cloud based solution and the AMI solution.

The functional requirements that outline the comprehensive scope of i3-Verticals ePortal customer self-service solution is detailed in Attachment 1 to the Scope of Services. These requirements will be delivered as part of this implementation SOW.

This Scope of Services describes the minimum requirements for the customer portal. The city and the contractor will agree to a final Scope of Services, project start date, and project timeline.

2.1 SOLUTION DESCRIPTION

i3-Verticals will provide its eVolve platform, an off the shelf, but configurable, solution meeting key objectives by creating a user-friendly, mobile-first dashboard interface accessible to authenticated users. The solution has the capability to effortlessly connect with multiple third-party systems, including CIS, MDM, payment vendors, bill printing vendors, and OMS. The platform displays detailed customer billing information, including balance details, due dates, payment history, and outstanding balances, ensuring transparency and ease of access. Additionally, it presents energy use information in an intuitive format, enabling users to track usage trends, forecast bills, and understand weather impacts. This functionality is further enhanced through potential API integrations with the client's energy information provider, offering a comprehensive and seamless user experience.

ePortal is a secure, mobile-first solution that provides customers with consistent customer experiences across all channels. The ePortal solution drives customer behavior, such as conservation, through digital communications, real-time data for requests and reporting to create informed decision making, while also streamlining business processes.

ePortal – ePortal is the customer self-service portal that allows utilities to increase their level of customer service and decrease their cost to serve. City customers can manage their account, view, and pay bills all through a configured payment portal that includes dynamic, real-time alerts based on the city's specific billing and payment business processes. Due to it being tailored for utilities, ePortal can integrate to any customer information system, billing software, or other technology vendor, and the portal's modern look & feel is also fully configurable to reflect City of Chandler, AZ's branding, messaging and campaigns.

eAdmin – eAdmin empowers city business staff with its highly configurable design and adapts in real time. eAdmin provides a comprehensive administrative console designed to manage, report, and analyze all channel content, activity, and settings across all components of the entire platform. eAdmin is user intuitive, providing full control of ePortal, customer notifications, analytics, and full report functionality, all with little training. eAdmin provides access management relating to internal staff roles and responsibilities, ensuring security throughout the entirety of the system, in an easy to navigate, easy to use solution. eAdmin is designed to be configured and maintained by your business users.

eNotify – eNotify engages your customer, where they are, no matter the device. eNotify delivers multi-channel, proactive messaging to all subscribers based on customer preference, business rules, logic, and current third-party delivery providers, with automatic notifications for any update to account information. We understand communication is the basis of business, and with proper notifications, city customers trust and appreciate that their utility cares for each customer.

eNeighbor – eNeighbor is a conservation themed tool for your customers. eNeighbor educates your customers on their energy usage and helps drive specific consumption behaviors. Customers can compare their usage to other community homes, based on specific criteria, allowing valuable feedback and relational energy use data. This powerful tool can also provide homeowners energy disaggregation, demand management for available appliances and more. Customers can assist in reducing costs and potentially improve the capacity planning as customers become more educated.

2.2 MIGRATION SCOPE

Data conversion refers to the process of migrating data from existing systems to the new ePortal application. This will ensure a seamless transition of any profiles and associated data such as account, registration, notification and communication preferences or payment tokens related to wallet as needed. This process outlines the migration of user profiles from the legacy engagement portal to the ePortal and the collaborative efforts between i3-Verticals and Chandler to ensure a smooth transition of data.

Data Conversion (Profile Migration) is detailed as follows: File Format and Data Transfer:

- i3-Verticals will provide Chandler with their preferred file format for receiving user profile data from Chandler's legacy engagement portal.
- Chandler, or a third-party provider instructed by Chandler, will provide the data file containing the

profiles to be migrated along with the profile-to-account associations.

Data Selection and Cleanup:

- Chandler will define the selection criteria for the data to be migrated from the legacy engagement portal.
- Chandler is responsible for any data cleanup related to the migration data.

Loading Data:

- i3-Verticals will load the provided file into the ePortal registration database.
- Once migrated, users will be required to set a new password on their profile. This process will be facilitated by the ePortal's user login flow, which will guide users through this one- time setup.

Sample File Development:

- i3-Verticals and Chandler will collaborate to receive unlimited sample files to aid in the development of the data load programs.
- Samples will be confirmed before loading the complete set of user profile data.

Documentation:

- Further details regarding how the Profile Migration is performed, including dependencies, will be documented in the Extract and Transform Document.

2.3 INTEGRATION SCOPE

This section outlines the required ePortal integrations to be included in this project as well as the responsible parties for providing and configuring the integration.

i3 Verticals will be responsible for developing the integration APIs in the Customer Information System (CIS) application and performing the required ePortal integrations. Chandler will be responsible for providing CIS Infinity’s web services in a consumable form for the ePortal to integrate and present to customers. Chandler will also be responsible for the integration mechanism for the non-CIS applications listed in the table below.

For all integrations, Chandler will be responsible for providing:

- Code and data refreshes
- Environment availability/up time based aligned with project plan
- Connectivity and networking
- Configuration to meet a dependent ePortal requirement
- Provide resources to facilitate integration to production and non-production interfacing applications

The following table lists all the applications that ePortal will be integrated with.

Third Party/Application	Description
CIS Infinity v5	Utilities' CIS
Neptune 360 Meter Data Management	MDM (Meter Data Management)
Invoice Cloud	Third Party Payment Processor
Solid Waste Record Management System	Custom developed RMS
TBD	Third Party Bill Printer The ePortal will securely connect to present bills hosted by the third-party printer selected by the

	city. All bills required for the ePortal should be accessible based on certain key parameters.
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3.0 PROJECT APPROACH

Project Management

i3 Verticals’ tailored hybrid/agile methodology approach and project plan exceeds the PMBOK, Sixth Edition in providing and focusing on delivering a project, including all the Methods, Models, and Artifacts, ensuring deliverables and timelines are met, plus setting expectations at the beginning of the project through the use of RACI matrixes throughout all phases.

As part of i3 Verticals' Hybrid Agile/Waterfall Approach, we integrate the Critical Path Method as a key technique in project management. We use this method for scheduling tasks and managing the project timeline. Our project management approach involves collecting all project activities using a work breakdown structure that leads to the final deliverables. We identify task dependencies and assign accountability for each task, including all interaction system owners. Based on this, we identify all the critical paths and track them closely to ensure successful project implementation according to the defined schedule.

A RAID log is a project planning tool for identifying key (R)isks, (A)ssumptions, (I)ssues, and (D)ependencies. This allows the project manager to track and rank all project risks, communicate, and close the risk. Our project manager will handle and communicate all issues openly. Each issue will be tracked on the project plan but also on the status report and communicated to everyone.

The project approach and logistics will be detailed in the SOW between City of Chandler, AZ and i3 Verticals. Adherence to the SOW will be reviewed during the executive steering committee meetings. To ensure that the SOW is followed, i3 Verticals will employ the following quality standards as part of the project methodology:

- Specifications will be documented
- Landscape promotion of changes based on testing in each environment (Dev, QA, Prod)
- Any changes to scope will follow the project change control process
- Each Functional and Technical Specification will go through unit testing, integration testing, and UAT
- The project plan will document all deliverables and milestones with:
 - A deliverable owner
 - Effort required
 - Completion Date
- The project plan will be reviewed weekly with the project team
- Risks and Issues will be documented and tracked and reviewed in the weekly status meetings
 - Defects during testing will be documented in the Defect Log and the PMO will be responsible for assignation of the defect for resolution
- Before go-live, all testing results, specifications, defects, risks, and issues must be approved

Detailed documentation of requirements and business processes at the beginning of the project are critical to proper scope management. During the project, reviewing and testing requirements while managing issues, risks, and defects is fundamental to a successful go-live of the solution.

Program Governance

i3 Verticals believes that a proper governance and meeting/communication cadence is paramount to the success of the project. Whether the project is being delivered virtually or on-site, all delivery team members participate in daily stand-up calls to discuss issues, questions, roadblocks and be able to collaborate. The delivery team escalates up to the PMO any items they need to have resolved to move forward. The PMO meets weekly to discuss all Project control items, including any escalated items. The Executive Steering Committee will convene once a month typically to help resolve an escalation, receive program updates, and help to keep the entire team focused on the objectives at hand and set executive guidance. The i3 Verticals Customer Success Manager will also meet with the delivery team and PMO at least once a month to ensure the project and deliverables align with the direction of the product roadmap.

i3 Verticals will manage and maintain a project plan along with City of Chandler, AZ to ensure proper resource scheduling and identify impacts to the schedule which helps to control project costs. We also incorporate a plan to identify and report risk during project plan creation. During the project status meetings these will be discussed with all participants. A RAID log is incorporated into the status report. A RAID log is a project planning tool for identifying key (**R**)isks, (**A**)ssumptions, (**I**)ssues, and (**D**)ependencies. This allows the project manager to track and rank all project risks, communicate, and close the risk. Our project manager will handle and communicate all issues openly. Each issue will be tracked on the project plan but also on the status report and communicated to everyone. We are ready to identify, focus, and deliver results.

During the project, we must conduct risk assessments continually. It starts with the Project Manager overseeing and scrutinizing every aspect of the project plan. Risks are preemptively identified and/or eventually surface with weekly project meetings or sooner depending on the seriousness of the risk. At times, some risks will require a steering committee meeting and/or a senior staff meeting to arrive at the best decision for the project.

Project milestones play a crucial role in project management, helping break down projects into manageable parts. At i3 Verticals, we believe in collaboration, which is why we work with the city to finalize the itemized project milestones. However, for the current proposed project, we have identified the following high-level milestones along with their associated deliverables and acceptance criteria:

- **Project Kickoff:** Deliverable: Completion of project planning and kickoff activities. Acceptance Criteria: The project team has aligned on project goals, roles, and responsibilities.
- **Requirements Approved:** Deliverable: Requirement Documentation (RTM) delivered. Acceptance Criteria: The city reviews and approves the requirements document.
- **Design Completed:** Deliverable: Technical Architecture Blueprint and Functional Design Document (FDD). Acceptance Criteria: The city approves the design documents, ensuring alignment with project goals.
- **Completion of SIT/QA:** Deliverable: QA testing for all features completed and signed off by city IT and Business. Acceptance Criteria: All features pass quality assurance testing.
- **UAT Signed Off:** Deliverable: User Acceptance Testing (UAT) completed. Acceptance Criteria: City's business users approve all features during UAT.
- **Go Live:** Deliverable: Application with all features implemented in production (PROD). Acceptance Criteria: The application functions as intended in the live environment.
- **Post Go Live Support Completed:** Deliverable: Project Completion Document. Acceptance Criteria: The city approves the project completion documentation.

These milestones provide clear checkpoints to track progress and ensure successful project delivery.

Define (Project Initiation)

The Project Initiation phase allows for the ramp of the team, resources, expectations, and the schedule to lay the foundation for a successful and well executed project. The i3 Verticals Project Manager will meet with the city Project Manager and the i3 Verticals core team, to review the project schedule and tasks that are required to complete the project and the implementation. The rollout strategy and the roles and responsibilities of the participants for completing the work effort will be defined in the contract. The review meeting will also help to establish the project parameters and enables the parties to address concerns early in the project. The key project individuals will be identified as well as the stakeholders and decision makers. Project resources will be agreed on as well as the project schedule and detailed project plan. The city Project Manager will provide input on the city tasks and deliverables to the i3 Verticals Project Manager so the full project schedule can be developed. i3 Verticals will provide the city with a detailed project plan. A formal project kickoff meeting is scheduled to overview the project with all stakeholders and participants. Meetings that happen throughout the project, can be recorded to keep a record of topics covered and attendees.

Project Schedule

i3-Milestone will produce the project Plan, developed in either excel Gantt or Microsoft Project Plan (MPP) tool with comprehensive and detailed tasks, steps & required resources to perform these and dependencies to implement the i3-Milestone's "ePortal". The project Plan/Schedule maintained by both i3-Milestone & City's project managers to manage this project. In the Project Plan/Schedule, in collaboration with City, i3-Milestone will identify when each Software component is needed and will be installed. Both parties try hard to ensure that the project plan design will include items that permit us to meet all the business functions of the department. After collaborative discussion both parties agree that this project is scheduled for a duration of 12 months in alignment with the CIS Infinity Cloud migration and the AMI Integration project's timelines. Any deviations from this schedule, not caused solely by the Contractor, will be subject to a change request process unless otherwise agreed upon by both parties at the project's outset.

Define Phase Key Activities

The table below is the RACI matrix for the project. City will use this RACI matrix to clearly indicate project responsibilities through the duration of the project. R = the part Responsible for performing the activity, A = the team Accountable for confirming the activity's completion, C = the team Consulted on how the activity is to be performed, I = the team Informed of the activity's completion, but is otherwise not involved in the activity.

ID	Key Activity	Related Deliverable (D) or Work Product (W)	i3- Milestone	City
1	Create the Project Plan for a comprehensive view and schedule	Project plan (D)	R	A
2	All the project tools agreed and provisioned if needed	List of agreed tools (W)	C, A	R

ID	Key Activity	Related Deliverable (D) or Work Product (W)	i3- Milestone	City
3	Change control process defined	Change control process document (W)	R	R, A
4	RAID log established	RAID Log (W)	R	A
5	Draft an initial Internal and External Communication Plan that documents specific communications (key message, intended audience, delivery medium) needed throughout the project.	Communication Plan (D)	I	R
6	i3-Milestone project team mobilized	N/A	R	I
7	City project team mobilized	N/A	I	R
8	Create an Environment Plan that covers the build and support of City owned environments to which ePortal will be integrated.	Environment Plan (D)	R	C
9	Provide existing ePortal architectural standards which includes the development of Enterprise Solution Architecture and processes that include all work streams including integrations.	ePortal Architecture Blueprint (D)	R	I
10	Coordinate with third parties to confirm the version of products to be used and availability of environments.	3rd. Party Coordination (W)	C	R

Design (Configure)

ePortal is designed with a "mobile-first" approach, built on the Bootstrap framework. It's a highly adaptable portal where the city internal users can utilize eAdmin to configure content, terms and conditions, rules, enable/disable programs, and co-browse user sessions.

Once the project is kicked off and the initial project schedule is created, we are ready to move into the Configure phase of the project. Below are the key activities and deliverables that will occur during this phase. For a cloud deployment, i3 Verticals will take responsibility for environment setup and configuration. i3 Verticals will conduct workshops to review the city business requirements, ePortal, eAdmin, and configuration settings included with the solution. The content management system will be demonstrated, and the city will review the content that has been converted from the existing website. This content includes on-screen messaging, email content, and enrollment policies displayed to the user. This will be where we conduct a detailed gap analysis.

i3 Verticals will update the outcomes of these workshops into the requirements document, which is based on the requirements and i3 Verticals response to this RFP. i3 Verticals will configure and integrate the systems based on these requirements in the city development instance.

i3 Verticals will document these requirements in a requirements tracibility matrix and provide to the city for traceability. This document will be used to set up the ePortal system for testing as well as the installed application on the City's development environment.

In addition to configuration information, i3 Verticals will capture any requirement or request that is not offered in the base product. A backlog document will be created and maintained throughout the duration of the project and provided to the city along with the initial requirements document. the city may decide to pursue one or more of the requirements listed in the backlog as a modification, however that would fall into the Project Change Request procedure.

After the initial requirements document has been completed, i3 Verticals will begin configuring the base application in the i3 Verticals development instance. This configuration consists of setting system rules, different on-screen messaging, email and SMS content, corporate branding, and enrollment policies.

Additionally, i3 Verticals will develop a functional design for the integrations with 3rd party systems and any City specific features or changes needed to the system based on the requirements. These functional designs will be reviewed and approved with the city and provided to the i3 Verticals technical team to update in the City's development instance.

ePortal is architected with flexibility and provides straightforward integration with existing SOAP services. The configuration process enables to specify service endpoints, manage WSDL files, and define necessary headers and security protocols. This ensures that the ePortal can seamlessly communicate with SOAP services, handling complex XML data structures and supporting operations such as data retrieval, updates, and transactional processing. ePortal also supports advanced features like WS-Security for secure message exchanges, ensuring compliance with enterprise security standards.

Configuration and Customization

ePortal integration capabilities are highly configurable, allowing users to tailor the setup according to specific business needs. Configuration settings can be managed through user-friendly interfaces or configuration files, providing flexibility for both technical and non-technical users. This includes mapping data fields between systems, defining data transformation rules, and setting up error handling and retry mechanisms. The tool also supports the creation of custom integration workflows, enabling complex business logic to be implemented with minimal coding effort. Data Mapping and payload transformations will be documented and submitted as required.

Based on our Hybrid Agile Implementation methodology, the "Define" and "Design" phases follow a waterfall approach. This means that scope definitions and requirement workshops proceed sequentially. We do not begin builds, including configurations, until we have aligned on the scope and approved requirements.

i3 Verticals is responsible for conducting workshops to review the city's business requirements and demonstrate the features in the i3 Verticals ePortal, the Admin Console, and the configuration settings included with the solution. During these workshops, i3 Verticals will also demonstrate the content

management system and allow the city to review the content converted from the existing website, including on-screen messaging, email content, and enrollment policies displayed to the user.

i3 Verticals will document all these requirements in a "Requirements Traceability Matrix (RTM)" document. This document helps establish traceability, ensuring that the configuration aligns with the documented requirements. The RTM will be delivered to the City for review and approval, serving as the baseline for developing the Functional Design.

Once the RTM is approved, i3 Verticals will update the outcomes of these workshops into the Functional Design Documents (FDD). These documents are based on the requirements outlined in the Request for Proposal (RFP). The FDD serves as a blueprint for the configuration and integration of the systems based on the City's needs. Once the FDDs are approved, they are used to set up the ePortal system for testing and to install the application on the City's development environment.

The document approval timeline will be discussed and aligned with the City during the Define phase.

Data Conversion

i3 Verticals has extensive experience migrating existing customer registration and profile information from legacy products. Several steps are performed as part of the migration including mapping of all necessary data elements from the existing City platform to the ePortal profile database, scripts to validate exported data against the City's existing customer account information, scripts to populate missing or incorrect data from export, communication, and settings to have customers validate/update information upon first login including password reset if required. Existing enrollment information such as paperless bills, budget bills or auto pay can be migrated and maintained by ePortal, however, we recommend retrieving enrollment information in real-time from CIS when available. If the information is not available in real-time, then ePortal will migrate and maintain enrollment information. i3 Verticals will migrate the customer profile and contact data from the current solution. This includes the profile names and the accounts that are associated with their profile. i3 Verticals will create a conversion design to document the extracted data file layout and the steps that will be performed to convert the data into i3 Verticals' profile database. i3 Verticals will perform small cycle runs as needed for testing and perform a full migration as part of the mock cutover. Data quality will be reviewed based on the extracted data from the current application and a plan will be made to address any known data issues. Exceptions in the migration will be identified and a plan will be created to address these. i3 Verticals utilizes custom scripts and creates conversion staging tables for the conversion process. Conversion activities and initial testing is typically performed in Dev and QA environments. Full / Mock conversions testing will occur in UAT or a separate Conversion environment. This is to ensure the performance and timing being what's expected for Go-Live. i3 Verticals recommends User profile (User ID, Name, Email), Contact information, and Profile to Account type relationship(s). With this approach, customers will be able to use their existing User ID to login, they will be asked to generate a new, secure password and their existing Accounts will be immediately available in ePortal.

As part of each step during user profile conversion, script execution outputs are reviewed, and reports are run to compare records from the source input vs target staging tables. For example, one of the controls is to validate the uniqueness of the User ID. Duplicate User IDs are provided in a report to the legacy CIS system allowing technical staff to perform data correction and/or fix in their export process. Mock Conversions will be performed, which are joint activities performed with i3 Verticals and the City Project Team to monitor the process through each step, review/validate results and address any bugs or issues that arise. i3 Verticals recommends two Mock Conversions with time between them to address any bugs

and optimize any timing of the steps. i3 Verticals will provide a template Conversion Spec to accelerate the conversion design/process. We will work closely with the City's legacy CIS subject matter experts to map data to be converted, document the conversion process steps, and define additional controls/validations. This joint process will provide i3 Verticals key input about the legacy systems that will be incorporated into the conversion process.

Integration

Mitigating multiple and complex integrations with other third-party solutions requires a strategic approach with proactiveness. i3 Verticals' strategic approach to accomplish this is as follows:

- i3 Verticals has collaborated with critical vendors of most third-party solutions to address all utility functional requirements comprehensively. This collaboration ensures that i3 Verticals has a deep understanding of the capabilities and specifications of these third-party solutions, enabling seamless integration and effective utilization to meet the City's functional needs. By working closely with these vendors, i3 Verticals can leverage their expertise and resources to enhance the functionality and performance of the integrated solutions, ultimately delivering greater value to the city and its stakeholders.
- Pre-built Adapters: i3 Verticals has developed pre-built connectors or adapters for most third-party integrations. This approach significantly reduces integration risks for the city by providing ready-to-use solutions that have been thoroughly tested and optimized.
- API Documentation: i3 Verticals proactively works with third-party vendors to provide updated documentation for their APIs. This ensures that developers have access to accurate and comprehensive information, allowing them to integrate with external systems more efficiently.
- Testing and Validation Tools: i3 Verticals utilizes testing and validation tools to help developers ensure that integrations are functioning correctly. This includes tools for simulating API requests/responses, monitoring integration performance, and identifying potential issues or bottlenecks. By leveraging these tools, i3 Verticals can identify and address integration issues early in the development process, minimizing disruptions and ensuring a smoother implementation.

Enable Design Phase Key Activities

The table below is the RACI matrix for the project. City will use this RACI matrix to clearly indicate project responsibilities through the duration of the project. R = the part Responsible for performing the activity, A = the team Accountable for confirming the activity's completion, C = the team Consulted on how the activity is to be performed, I = the team Informed of the activity's completion, but is otherwise not involved in the activity.

ID	Key Activity	Related Deliverable (D) or Work Product (W)	i3-Milestone	City
1	Base Product Install	Base Installation (W)	R	A
2	Configuration Documentation	ePortal Configuration Document (D)	R, C	A
3	Configuration and requirements workshops conducted	Configuration & Design Workshops (W)	R	R, A
4	RTM Document	Requirements Traceability Matrix (RTM) Document (D)	R, C	A
5	Corporate web page style guide Provided	N/A	I	R, A
6	ePortal API structures provided	ePortal API Structures Document (D)	A, R	C
7	ePortal Functional Design Document(FDD) - Base	ePortal Base workbook/ Functional Document(D)	R	A
8	ePortal Functional Design Document – Integrations & City Specific(Custom)	Portal Functional Document (D)	R	A
9	ePortal functional designs reviewed and approved	Portal Functional Document Review (W)	A	R
10	Migration Current Portal Accounts	Data Conversion Plan (D)	C	R, A
11	Attain the required approvals to establish connectivity (B2B or VPN) between CIS and the ePortal.	CIS & ePortal connectivity established (W)	C, A	R, A

Build (Development and Test) Interfaces

Once the configuration workshop is complete and all third-party interfaces are identified, i3 Verticals will begin integrating ePortal to all third-party applications ensuring all interfaces are configured properly based on integration design documentation using single sign-on. This will include single sign on interfacing with payment, bill print vendor, and CIS services developed, made available by the city.

Testing

Once the Application Configuration has occurred, i3 Verticals will conduct a basic test ensuring that the application has been configured properly; the appropriate transactions are being created in the CIS. The testing verification will also include migration of existing content from any previous portal to i3 Verticals ePortal where it can be managed within eAdmin. i3 Verticals will make the base test cases available to the city when they are complete, and prior to Configuration Testing, so they can be used in the creation of UAT test cases. The configured software will be installed on the city's Testing or Training environment once it has been successfully verified in Development. This environment will be used for User Acceptance Testing

and Training. If separate environments are needed, i3 Verticals will provide detailed installation instructions to the city, so that additional instances of the application may be brought online.

ePortal Testing Overview

Comprehensive Testing Process: This process ensures that the application is thoroughly tested and validated at each stage, from unit testing to User Acceptance Testing (UAT). The goal is to meet business requirements and ensure a high level of software quality. There is a strong collaboration between i3 Verticals and the city throughout the testing process, emphasizing the partnership and coordination required to ensure successful testing.

Types of Testing:

The testing process includes different types of testing, with each type having specific responsibilities:

- Unit Testing
- Functional Testing
- Quality Assurance (QA) Testing
- User Acceptance Testing (UAT)

Responsibilities: The city and Contractor will establish responsibilities of the parties for each type of testing, ensuring clarity in roles and activities. This testing process aims to validate the application's functionality, quality, and alignment with business requirements, and it leverages a hybrid approach that combines the best of Agile and Waterfall methodologies.

Unit and Functional Testing:

Application Configuration and Testing:

The i3 Verticals Team will conduct unit and functional testing after the application configuration has taken place. This testing phase ensures that the application has been configured correctly and that the appropriate transactions are generated in the CIS (Customer Information System).

Test Case Sharing:

The i3 Verticals Team will provide the test cases to the city once they are completed. These test cases will be shared before the Functional Testing phase is completed and start of QA testing so that the city can use them in the creation of their QA test cases.

Test Results Sharing:

Test results sharing is a crucial part of ensuring transparency and collaboration between i3 Verticals and the City during the development and testing process. The i3 Verticals Team is responsible for conducting tests on the features identified for development in each sprint.

- **Test Results and Test Plan:** The i3 Verticals Team provides the city with test results, typically in the form of an updated Test Plan spreadsheet & results in word document. This spreadsheet identifies each test case and specifies whether it has passed or failed.
- **Frequency:** Test results are shared at the end of each sprint. Sprint boundaries are used to group related development tasks, and the results of testing on the features developed during a specific sprint are shared at the end of that sprint.
- **Feature Demos:** If needed, the i3 Verticals Team may provide demos of the features to the city's QA testers. These demos help ensure that the city's testing team understands how the features are intended to work and can conduct their testing effectively.

Testing Environment:

Unit and Functional testing will be performed in the Development (Dev) environment. This testing will take place after the configured software is installed on the city's Dev environment.

Sprint-Based Testing: Unit and Functional testing will be organized into sprints and will follow the prioritization of features that occurred for the Development phase.

This structured approach to unit and functional testing ensures that the application is thoroughly tested and that test cases are shared for further quality assurance efforts. It also considers different factors that influence the prioritization of testing efforts during sprints.

Quality Assurance (QA) Testing:

Responsibility: QA Testing is the responsibility of the city. The city's role is to validate and confirm that the features delivered by the i3 Verticals Team have been correctly configured and tested.

QA Plan and Test Cases: The city is responsible for developing a QA Plan and Test Cases if necessary. These Test Cases can be created using the Functional Test Cases provided by the i3 Verticals Team.

Test Environment: Once the configured software has been successfully verified in the Development environment, it will be installed on the City's Test/QA environment. The Test/QA environment is specifically designated for QA Testing and is separate from the Development environment.

This approach ensures that the city takes ownership of QA Testing, including the development of a QA Plan and Test Cases. It also emphasizes the need to transition the configured software to a dedicated Test/QA environment for thorough quality assurance testing before starting the User Acceptance Testing (UAT) by the City's business team.

User Acceptance Testing (UAT):

The objective of UAT is to ensure that a specific business function is functioning correctly within the end-to-end process of the changed/Developed application. It verifies that the changes in code and configured components work seamlessly within the business function and meet the requirements of the city's business community.

The city's Responsibilities: The city is responsible for creating UAT test cases as needed and the execution of all UAT test cases.

i3 Verticals Team Support:

- The i3 Verticals Team will provide functional and technical support for the city's User Acceptance Testing.
- This support includes helping the city in creating a UAT plan if needed.
- The i3 Verticals Team will assist in triaging issues identified by the city's business during UAT.
- They will address these issues through configuration, coding corrections, or potential training solutions based on their priority.
- The i3 Verticals Team will provide the City with Functional Test Cases to be used in creating the city's UAT test cases.

This approach ensures that the city is actively involved in UAT, from creating test cases to execution, with support from the i3 Verticals Team. It also emphasizes the use of Functional Test Cases to assist in creating the city-specific UAT test cases and effective project management oversight to meet agreed-upon deadlines.

The development (configure and build) process will follow a sprint methodology. Features will be developed in sprints, tested by the i3 team, and demoed to the city's IT and business team. After this, features will be migrated to the Test environment for Quality Assurance (QA) testing.

i3 Verticals will prioritize the features within these sprints based on different dependencies, including essential features with approved requirements that do not rely on other city or third-party systems. Features involving approved requirements for integration with third-party systems and customizations specific to the city will be scheduled for later sprints.

This process ensures that dependencies are identified early, and features are prioritized accordingly, so the delivery of features is not delayed and can be well-planned. The city's team, including business members, is involved in sprint demos and QA, which provides the advantage of gathering feedback from the business and makes them comfortable when they start User Acceptance Testing. Early involvement with the business ensures alignment with the scope and allows for consideration of any business needs that can be prioritized accordingly.

In a product implementation project, addressing testing issues effectively is crucial to ensure a smooth acceptance testing process. As part of our methodology, providing features sprint-wise and involving the business early reduces defect density. However, i3 Verticals will follow the below ticketing process to fix issues and speed up acceptance testing without any impact:

- Ticketing and Issue Tracking: Create tickets or issues for each identified testing issue. Use a dedicated issue tracking system to manage these with relevant details.
- Prioritization: Prioritize testing issues based on business criticality and risk. Consider the impact on functionality, user experience, and project timelines, and allocate resources accordingly.
- Resolution: Break down the testing process into manageable chunks. Divide the issues into smaller tasks that can be addressed incrementally. Regularly monitor progress and adjust priorities as needed.
- Collaborate with city: Our development teams work closely with the city team to resolve issues promptly. Conduct retesting after fixes and demo these resolved issues.

i3 Verticals believes that effective communication among stakeholders is essential to prevent delays during acceptance testing. By following these steps, we streamline the testing process and ensure smoother acceptance and a successful software launch.

Enable: Build and Test Phase Key Activities

The table below is the RACI matrix for the project. City will use this RACI matrix to clearly indicate project responsibilities through the duration of the project. R = the part Responsible for performing the activity, A = the team Accountable for confirming the activity's completion, C = the team Consulted on how the activity is to be performed, I = the team Informed of the activity's completion, but is otherwise not involved in the activity.

ID	Key Activity	Related Deliverable(D) or Work Product(W)	i3- Milestone	City
1	DEV Application Provisioned & Configuration	N/A	R, A	C, I
2	Code Applied to Dev Environment by Sprints	N/A	R, A	C, I
3	Integrated applications such as as CIS, Payment Vendor, Bill images, Address validation and MDM provisioned	N/A	C	R, A
4	Corresponding services developed within interfacing applications such as CIS, Payment Vendor, Bill images, Address validation and MDM	N/A	C	R, A
5	Current Portal Accounts extract file is provided with data based on the format	N/A	C, I	R, A
6	Profile migration (Current Portal Accounts) extract scripts are developed	N/A	R, C, I	R, A
7	Functional Test Plan and Test cases delivered	ePortal Base Test Case Matrix (D)	R, A	C, I
8	Updated Functional Test cases & results delivered (By sprints)	ePortal functional Test results for sprints (W)	R, A	C, I
9	ePortal QA Environments Provisioned	QA Environment (D)	R, A	C, I
10	City's QA Environments Provisioned	QA Environment (D)	C	R, A
11	QA Validation completed	Test Results Matrix (W)	C, I	R, A
12	ePortal UAT Environment Provisioned	UAT Environment (D)	R, A	C, I
13	City's UAT Environments Provisioned	UAT Environment (D)	C	R, A
14	UAT test cases created	Test Case Repository (W)	C, I	R, A
15	UAT Testing Completed	Test Results Matrix (W)	C, I	R, A
16	ePortal Training Material Provided	Training Documentation (D)	R, A	C, I
17	Training needs assessment	Training Needs Assessment Results (W)	C	R, A
18	City specific training material prepared	Training Documentation (D)	C	R, A

ID	Key Activity	Related Deliverable(D) or Work Product(W)	i3- Milestone	City
19	City Trainers Trained(TtT)	Train the Trainer (W)	R	A
20	Baseline performance metrics provided for existing applications	Performance Metrics (W)	I	R, A
21	Go live transition criteria mutually agreed and approved by steering committee	Go-Live Plan (D)	C	R, A
22	Integrate ePortal to the 3rd. party interfacing applications.	N/A	R, A	C

Deliver (Final Prep)

In the Final Prep phase, we are preparing for all systems to be ready to go online. We are making sure all users are prepared, trained, and doing all final systems checks.

The i3 Verticals Team will update the final configuration settings in the development system. These final changes may include true configuration settings or field changes on the different screens. The i3 Verticals Team does not anticipate reaching this phase of the project and having to configure new modules for the city.

The final configuration settings will be tested in the development instance and then installed on the city's development system. A final verification test will be performed to ensure the final configuration settings are operating correctly in the city's development environment.

Final Prep/Deployment Phase Key Activities

The table below is the RACI matrix for the project. City will use this RACI matrix to clearly indicate project responsibilities through the duration of the project. R = the part Responsible for performing the activity, A = the team Accountable for confirming the activity's completion, C = the team Consulted on how the activity is to be performed, I = the team Informed of the activity's completion, but is otherwise not involved in the activity.

ID	Key Activity	Related Deliverable (D) or Work Product (W)	i3- Milestone	City
1	Performance Testing Completed	Performance Test Execution Plan(D)	R, A	R
2	City End User Training & Knowledge Transfer Completed	Training & Knowledge Transfer (W)	C	R, A
3	ePortal Production Environments Ready	ePortal PROD Environment (D)	R	A
4	City3rd. Party Production Environments Configured/Integrated	3rd. Party PROD Environments Ready (W)	C	R, A

ID	Key Activity	Related Deliverable (D) or Work Product (W)	i3- Milestone	City
5	Communication Plan Executed	Work Product	C	R, A
6	Go Live Cut Over Plan updated	Go Live Cut Over Plan(W)	R	R, A
7	Approval to go live from Stakeholders	Go/No-Go Decision (W)	R, I	R, A
8	List of non-Sev 1 or Sev 2 defects to be resolved post go- live identified	Remediation Plan (D)	A	R
9	Update Product Backlog	Product Backlog (D)	R	A
10	Establish post go-live support model (ongoing)	Operational Support Guide (W)	R	R, A

Stabilization: Warranty (Go-Live and Post Go-Live Support)

i3 Verticals will provide post-go-live support to the city to assure the Application installation and configuration is operating as expected in Production. These support tasks include triage of issues reported by the city, researching data or software issues, proposing solutions to correct issues in the system, answering questions regarding the functionality of the system. This support period is usually for four weeks post go-live then the city will transition to the proposed i3 Verticals managed services.

The i3 Verticals Project Manager will be responsible for working with the city PM to define the project, the objectives, criteria for success, and assumptions and constraints. The roles and responsibilities should be defined as part of the Statement/Scope of Work (SOW) along with the process for change management, budgeting, document management, communications, and managing risk and issues. i3 Verticals' project management methodology includes 6 key PMO areas that need to be established at the program onset to ensure clear communication, management, and reporting.

At the end of the Go-Live Support Phase, i3 Verticals shall provide the city with a letter documenting the Phase has been completed. The Phase will be determined complete when each deliverable of the Phase, as defined in the section above, has been accepted and approved by the city. The letter will be signed by both parties. In addition, any identified Work Products are established and are being used effectively to manage the project and meet Work Product Standards. The i3 Verticals Project Manager will provide the following documents throughout the project to update stakeholders on the progress of the project.

i3 Verticals provides transition services from implementation to our support model as part of the post go-live support phase of our methodology. Key project resources will provide on-site support for a mutually agreed upon length of time. Additional resources support the effort remotely. Any identified challenges will be triaged and assigned to resources to resolve in a timely manner. Daily defect meetings will be scheduled to discuss open issues and provide delivery schedule for corrections. Prioritization of issues will be discussed during the daily meeting however critical items will be assigned immediately. Typically, full i3 Verticals staff is on-site for approximately 1 week post go-live.

Training, job aids and troubleshooting cheat sheets will be made available to operations staff. In addition, during post go-live stabilization, key i3 Verticals experts will be available to assist, train and provide guidance on troubleshooting techniques.

To close out this project phase, i3 Verticals will summarize all project information and artifacts, create a checklist utilizing the scope of work, include any additional change requests that were not part of the original scope, and leave with you a complete status on the state of the project in a memo before we depart. We will ensure that all of your documentation is properly inventoried and in a library for future reference by your functional and technical teams. You will have all of your development notes, project artifacts, a complete functional and technical library, all of your design documents inventoried, and include a letter of acceptance. The i3 Verticals Team will leave you with all required forms and documents that will prepare the city for any future project audits.

Go-Live and Support Phase Key Activities

The table below is the RACI matrix for the project. City will use this RACI matrix to clearly indicate project responsibilities through the duration of the project. R = the part Responsible for performing the activity, A = the team Accountable for confirming the activity's completion, C = the team Consulted on how the activity is to be performed, I = the team Informed of the activity's completion, but is otherwise not involved in the activity.

ID	Key Activity	Related Deliverable (D) or Work Product (W)	i3- Milestone	City
1	Determine command center, necessary facilities/equipment, and communication connectivity	Command Center (W)	C	R, A
2	Determine on-call team and schedule.	Staff & Schedule (W)	R	R, A
3	Escalation process	Escalation Process & Contact Method (W)	R	R, A
4	Decommission and update legacy apps and links. Ensure all customer connections and educational support materials are updated.	N/A	I	R, A
5	Transition to post Go-Live support model	Operational Support Guide (W)	A	R, A
6	Determine if product stable and performing per requirements and if all necessary severity 1 and 2 defects and issues have been resolved appropriately	Project Completion Document (D)	R, A	R

Once the City and i3 Verticals have finalized the project, support will transition to maintenance or managed services. i3 Verticals will complete a transition plan where resources are assigned, functionality discussed,

process for gaining access to the system, etc. are outlined. Managed Services resources typically begin participating in project activity immediately following go live and work with the project team during the post go live stabilization period. The city will be assigned a designated resource as their primary point of contact and provided with instruction regarding reporting issues. Recurring meetings will be set up with the city designated product owner(s) under Managed Services.

i3 Verticals' support team is a remote work force that is available 24x7. i3 Verticals' managed support monitors ePortal and ensures the application is up and available in addition to providing support to the city on a 24x7 basis. Our average team consists of 10 team members including Project QA, Project Manager, Functional Delivery Lead, Functional Consultant, Web Architect, Web Developer, Integration Architect, CIS Integration Developer, Tester, and Training/OCM Consultant.

Support Services

Support services include the services to configure, integrate, manage, and provide access to applications, software, databases, platforms, infrastructure, and other tools included in this proposal.

Training Delivery Methodology

Unless otherwise determined by the Training Needs Assessment, the delivery method will be instructor-led virtual instruction. Instruction will be presented in a repeatable and structured approach. Each session will be led by the i3 Verticals training lead with the support of at least one resource from the city.

Technical resources will be available via telephone for any issues that arise. To maximize individual attention and retention of training content, a maximum of 10 participants will be invited to each training course. The number of classes and class size will also be dependent upon the total number of end-users available and their respective commitment to operational duties.

Scheduling and Invitation Process

The registration process is as follows:

- The city Training Lead requests lists of end-users and their job roles from people managers. They are also expected to provide any participant requests for reasonable accommodation including those of the hearing-impaired population to adjust the Training Schedule accordingly. They will also be asked to confirm employee internet access for remote training.
- The Training Lead will create training session invites following the Training Schedule.
- The People Managers will assign participants from their areas to training that they need to attend as determined by the Training Lead.
- The city Training Lead will enroll participants in their corresponding sessions using mutually agreeable platforms.
- The city Training Lead will notify participants when and where they need to attend training as well as other details of their participation as they coordinate sessions.

i3 Verticals Trainer will receive copies of the training rosters prior to delivering their sessions and will ensure that all participants are documented as attending.

i3 Verticals will provide training to all city project team members to familiarize them with the product terminology, functionality, and navigation/use of the solution to prepare for design workshops and future project activities. The training will cater to both functional and technical audiences and will include

providing and facilitating hands-on training environments using the city-specific configuration and associated test data. We will also provide workflow and processes, including appropriate desktop procedures/job aids/quick reference user guides, and data.

A detailed training assessment will be conducted based on the SOW and defined functional requirements for the project. Based on the training needs assessment a detailed training plan will then be created. These trainings will be led by the i3 Verticals Training Lead.

While i3 Verticals provides comprehensive training for all essential resources to manage the business, we also offer tailored training and required documentation for the city's non-technical staff to assist in the maintenance or operation of the system. i3 Verticals will provide the ePortal product's runbooks, with materials customized to their functional responsibilities. Below is an outline of i3 Verticals' potential courses, along with the functional responsibilities covered and the expected audience members' roles and positions within the city:

- **Runbooks and Functional Design Documents:** System Overview and Navigations: Introduction to the system's architecture, main features, and basic navigation techniques. Understanding of system components and their interconnections.
- **Configuration Document:** Training on configuring system settings and parameters according to the city's requirements. Understanding of system customization options, including user preferences, workflows, and business rules.
- **Content Management:** Instruction on managing and organizing content within the eAdmin system, including configurable customer messages and online messages.
- **Role Management Document:** Managing user roles, permissions, and access controls within the eAdmin system. Training on role-based security models, user provisioning, and authentication mechanisms.

These courses are designed to equip the city staff with the necessary knowledge and skills to effectively support and utilize the system in their respective roles.

i3 Verticals involves the city's team, including the Train the Trainer and any business users, early in the project as part of Sprint Demos. We will provide training to all city project team members to familiarize them with the product terminology, functionality, and navigation/use of the solution, preparing them for design workshops and future project activities. However, we recommend starting the Train the Trainer program in the later part of UAT, so most of the features are already approved by the business. This timing ensures that the team can also prepare for end-user training, address any further training needs, and be well-prepared for the Go Live.

On-site training is available upon request from the city. The trainings will be conducted at no cost to the city. i3 Verticals may invoice the city for travel costs incurred in accordance with Exhibit B.

4. RESOURCE PLAN

The i3 Verticals resources for the ePortal implementation of the Chandler project are described in the table below. These are projected resources and i3 Verticals will provide what is needed to meet the timeline. i3 Verticals warrants that they will provide experienced and qualified personnel to perform the Services and Deliverables.

Role and Description	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12
Project Exec	0.1	0.1	0.1	0	0.1	0	0.1	0	0.1	0	0.1	0.1
Project Manager	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Functional Lead	0.1	0.25	0.25	0.25	0.25	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Technical Lead	0	0	0.25	0.5	0.5	0.25	0.25	0.25	0.25	0.1	0.1	0.1
Web Developer	0	0	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.25	0.25	0.25
CIS Development Lead	0	0	0.25	0.25	0.25	0	0	0	0	0	0	0
CIS Developer	0	0	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Functional Consultant – BA and Test Lead	0	0.5	0.5	0.5	0.5	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Functional Consultant - Tester	0	0	0	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Training Consultant	0	0	0	0	0	0	0.1	0.1	0.1	0.1	0	0

City Resources: The table below provides city staffing levels by month. It assumes the functional leads are knowledgeable and empowered to make decision and approved designs based on input from SMEs. The Configure, Build, and Final Prep phases of the project will require periodic time commitments from other individuals from the business, not identified as part of the project team. Contractor expects most of these to be half day to one day commitments, although some activities (like data cleansing and user acceptance testing could be substantially more).

Role and Description	M 1	M 2	M 3	M 4	M 5	M 6	M 7	M 8	M 9	M 10	M 11	M 12
Project Manager	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Functional/Business Lead	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Business Analyst/OCM/Training	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Technical Lead	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Integration SME	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Infrastructure/Tech Arch	0	0.1	0.1	0.1	0.1	0.1	0	0	0	0	0.1	0.1
Test Lead	0	0	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
QA Testers	0	0	0	0	0.5	0.5	0.5	0.5	0	0	0	0
Business Users as needed	0	0	0	0	0	X	X	X	X	X		
Trainer	0	0	0	0	0.1	0.1	0.1	0.1	0.1	0.1		
OCM Consultant	0	0	0	0	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1

5. SERVICE LEVELS AND SUPPORT

i3 Verticals will provide all necessary resources to ensure the City has complete System Functionality, technical expertise for troubleshooting and issue resolution, and all applicable updates and upgrades to the System.

i3 Verticals will provide 24 x 7 x 365 telephone and e-mail support for assistance in identifying and resolving Defects and will be available to answer questions related to the operational use of the System. This includes an after-hours contact and access to an online defect tracking system.

Defects will be logged and assigned a severity and a priority base on the definitions below. The severity is a representation of the degree of impact that a defect may have, the priority specifies business importance.

The party that identifies a defect (either the city or i3 Verticals) will allocate the severity and priority using the severity and priority level definitions. The city may then triage unresolved defects to validate and if necessary, update the severity and priority. If i3 Verticals disagrees with a defect classification set by the city, the conflict resolution process will be followed. Our team is available 24/7, ensuring that support is always accessible whenever it is needed.

The ticketing process includes:

- **Issue Reporting:** Users can report issues through various channels, ensuring that problems are quickly identified and logged.
- **Ticket Creation:** Each reported issue is documented in our ticketing system, where it is assigned a unique identifier for easy tracking.
- **Initial Assessment:** Our support team conducts an initial assessment to understand the nature and severity of the issue.
- **Prioritization:** Issues are prioritized based on their impact on the utility's operations, ensuring that critical problems are addressed promptly.
- **Investigation and Diagnosis:** Our team of experts investigates the issue to diagnose the root cause.
- **Resolution:** Depending on the diagnosis, our team works on providing a fix or workaround to resolve the issue.
- **Testing:** Any code changes or fixes undergo rigorous testing to ensure they effectively resolve the issue without introducing new problems.
- **Code Acceptance:** Once the fix is verified, it is accepted and implemented into the production environment.
- **Communication:** Throughout the process, we maintain clear and regular communication with the stakeholders, keeping them informed of the progress and resolution status.
- **Closure:** After the issue is resolved and accepted, the ticket is closed, and a detailed report is provided for future reference.

This mature and systematic approach ensures that all issues are handled efficiently and effectively, minimizing downtime and maintaining the stability and reliability of the utility's operations.

Issue Prioritization and Service Levels

The following tables describe issue prioritization and service levels.

Severity Level	Description
Level 1 Critical	Definition: The system is unavailable AND there is no work around in place. Operations Down, Core functionality not working, Showstopper. Resolution: These are critical items that must be fixed as soon as possible. The City and i3 Verticals will focus all required and available resources to resolve this issue.
Level 2 High	Definition: A critical business function unavailable OR operating in an unreliable manner. The workaround will adversely impact the customer or require additional resources. Operations were severely degraded, and core functionality not working exactly as designed, degraded. Resolution: The City and i3 Verticals will determine the timing for correction based on plan.
Level 3 Medium	Definition: A business function is not working as designed or operating in an unreliable manner or performance of the application. Non-core functionality affected, minimal or no impact on operations, can be addressed through a work-around. Resolution: Defects need to be fixed or a business-approved work around identified that can remain in place until a permanent solution is implemented.
Level 4 Low	Definition: A defect which may be cosmetic or minor in nature or related to configuration and might decrease system efficiency but would not prevent use of the application. Other effects, non-impacting to overall functionality or operations. Resolution: The City and i3 Verticals will determine the timing for correction based on plan.

Priority Level	Description
Urgent	Defect should be fixed immediately / in the next build.
High	Defect should be fixed in any of the upcoming builds but should be included in the release
Medium	Defect should be fixed after the release / in the next release
Low	Defect may or may not be fixed at all.

Severity Level	Initial Response provided within	Target Temporary Plan provided within	Frequency of Status Updates	Target for Initial Resolution to be provided within	Target for Final Resolution to be provided within
1	1 hour from receipt. If after business hours, 1 hour from the receipt of the ticket and telephone call	2 hours from Initial Response	Every business* hour after the Resolution Plan provided	8 business hours from receipt of initial notice	10 calendar days
2	2 business hours from receipt. If after business hours, 2 business hours from receipt of ticket and telephone calls	4 business hours from the Initial Response	Every 8 business hours after the Resolution Plan provided	8 business hours from receipt of initial notice	30 calendar days
3	8 business hours from receipt	5 business days from the Initial Response	Weekly after the Resolution Plan provided	8 business hours from receipt of initial notice	90 calendar days
4	16 business hours from receipt of initial notice	5 business days from the Initial Response	Weekly after the Resolution Plan provided	20 business days from receipt of initial notice	120 calendar days

Summary of Support Services

The Contractor will provide the City with the Services in accordance with the Agreement and as outlined in this Exhibit to support the self-service solution. The Scope of Services includes: i) Software Maintenance, ii) Application Managed Services, and iii) Application Hosting Services. These services are defined in the sections below:

Software Maintenance

Contractor will ensure that ePortal will function according to the specifications and documentation, and resolve interruptions or errors associated with the ePortal. Contractor will provide assistance in triaging issues reported by the City and provide corrections to issues that arise from the ePortal, whether or not they are determined to be within specification. Priority & Severity levels will be determined by the city. Source code corrections will be developed and tested in a development environment by the Contractor. The following services are provided as part of Software Maintenance:

- Timely perform Defect Triage and Corrections related to the ePortal applications.
- Timely conduct Defect Functional Testing in the Development environment to ensure the system is operating as per Specification or Documentation. This may include integration / interface operation and testing.
- The city will be responsible for testing, in a timely manner, the solution to the Defect in the upper non-Production environments and approving the code for promotion, provided that any city approval does not reduce or relieve Contractor of its obligations under the Agreement or this SOW.

Scope of Software Maintenance:

Contractor will provide software maintenance services to the City to ensure ePortal is functioning as per the defined documentation and specifications. Contractor will correct errors with the ePortal software according to reports & details provided by the City or internal Contractor sources with approval from the city.

Defect Triage and Corrections

Contractor will provide the following Services to maintain and support the functionality of the ePortal Solution:

- After verifying all ePortal dependent systems are operational and communicating, the City will report a suspected Defect in ePortal to Contractor, Contractor shall attempt, based upon information provided by the city, to recreate the suspected Defect in a non-production instance. If the Defect is confirmed, Contractor shall use commercially reasonable efforts to provide Licensee a Correction
- Contractor will be responsible for correcting Defects in any version of ePortal for which it is continuing to provide support. Contractor guarantees that, as long as city remains current in its support services subscription, Contractor will support prior releases for a the Term of this Agreement and any renewal periods—up to 4 renewal periods, currently not expected to exceed 10 years.
- The city agrees to implement all Corrections provided by Contractor within 60 calendar days.
- If the Contractor determines that the defect is not an issue that can be addressed through the source code, the Contractor will provide a justification to the City on why the issue is out of scope. The city may request Contractor to provide a cost estimate to make the change requested by the city.
- The city is responsible for data changes in ePortal, data analysis, working and identifying issues and confirming ePortal changes before they are moved into the Production environment.
- The city will assist the Contractor with defect resolution when reported errors from production cannot be replicated in test environments.
- The city will assign a priority, using the Defect and Severity Levels defined in the table to tickets associated with such system changes such that the Service Level associated with processing these changes is appropriate for THE CUSTOMER's business.

The city and Contractor will each perform their respective responsibilities as set out in the Responsibility Matrix below (R = Responsible, A = Accountable, C = Consults, I = Informs):

Function	City	i3- Milestone
Log defects in Contractor defect tracking tool and provide steps to recreate & documentation related to the defect report.	R	I
Log defects in Contractor defect tracking tool identified in test environments	I	R
Recreate defects in test environments to facilitate correction	C	R
Triage issue reports and attempt to recreate defect	I	R
Source Code Corrections for defects in the Contractor provided software	I	R
Source Code Corrections for any City owned or 3 rd Party software defects	R	C

Execute Functional Test on any Corrections in the Development Environment.	I	R
Ensure 3 rd party applications are available for Functional Testing (if necessary)	R	C
Execute functional testing in QA instance	R	I
Support testing in QA / PreProd Instances	I	R
Source code promotions for City owned or 3 rd Party software	R	I
Approve Code Promotions into Production.	R	I

Defects Severity Levels

When city reports an incident in ePortal system to Contractor, Contractor will recreate the incident in a test environment based on the information provided by city and confirm that the incident is a Defect. If the Contractor is not able to recreate the issue in a test environment, the city will assist the Contractor to facilitate an understanding of the issue. In the event the city would like to request a modification to the system, the Contractor will provide a cost estimate and the procedure defined in Modifications and Enhancement section will be followed.

The city will classify the defect in accordance with the following severity incident guidelines. These Incident Severity Levels should always be mutually agreed upon.

Availability and Contacts

Contractor will make technical support available to the city by web user interface or email twenty-four (24) hours per day, seven (7) days per week. Contractor support personnel will provide the city with remote assistance for help in using and operating the System and to accept reports of Defects in the System. Contractor will ensure that each of its personnel performing any Support Services are experienced, knowledgeable, and qualified in the use, maintenance and support of the System.

Contact information for technical support is as follows:

Web Interface:	Contractor defect tracking system
After Hours Telephone	Dedicated phone number will be provided

Contractor may change any of the foregoing contact information from time to time by delivery of not less than thirty (30) days prior written notice to the city, so long as at least one number or address is at all times available for each means of contact.

Application Modifications and Enhancement

Enhancement Requests shall have the business requirements documented by the city. Contractor will review these requests to determine a high-level functional design/financial estimate for review by the city. If approved, Contractor will design the enhancement. The enhancement will be reviewed by the city. If approved, the enhancement will be developed in the city's development environment. The enhancement will be functional tested by the Contractor. Once the functional test has been completed, the enhancement will be promoted to the QA/Test environment for the city to perform QA and UAT testing. Once the enhancement has been accepted by the city, the enhancement will be promoted to production and

supported as part of the Managed Services agreement.

The city shall submit requests for Enhancements or Modifications as Change Requests pursuant to the Change Management Process in the MSA.

The city and Contractor will each perform their respective responsibilities as set out in the Responsibility Matrix below (R = Responsible, A = Accountable, C = Consults, I = Informs):

Function	City	I3 Verticals
Request Modification/Enhancement	R	I
Provide requirements for Modification/Enhancement (Contractor will assist in reviewing and commenting on such requirements)	R	C
Provide an estimate for the Modification/Enhancement using a Change Request document	I	R
Review estimate and provide written approval for the Change Request document	R	C
Develop and document test procedures	I	R
Perform development activities which may be changing of code or developing new code.	I	R
Perform Administrative Portal configuration change	R	C
Perform configuration change not accessible to city	I	R
Implement system patches	C	R
Perform unit testing of the ePortal component as appropriate	I	R
Perform user acceptance testing of the end-to-end solution	R	I
Provide final functional sign-off	R	C
Validate Changes before they are moved to Production environment	R	C
Validate postproduction implementation	R	C
Deploy any 3 rd party related changes to the Production environment	R	C

Managed Services

Contractor will operate the ePortal applications on behalf of the city and provide necessary staff to ensure the application is up and available. Meetings and status reporting will occur between Contractor and the city. The source code will be managed, upgraded (adhering to the Contractor's release schedule) and promoted by the Contractor. The following services will be performed by the Contractor and provided as part of Managed Services:

- a. Any and all patches, enhancements, updates, upgrades and new versions of the ePortal that

Contractor makes generally commercially available as part of the product release schedule. Any such patches, enhancements, updates, upgrades and new versions will be covered by the Managed Services defined.

- b. Provide support for operational and troubleshooting issues and the applicable resolutions as needed within the guidelines set forth herein.
- c. Monitor ePortal and ensure the application is up and available for the CUSTOMER's employees, contractors, and end-users and provide support to the city on a 24x7 basis.
- d. Managing ePortal source code and promotion through the testing and production environments.
- e. Updates and management of configuration and content that does not reside within ePortal Admin console with the city.
- f. Reporting of issues and resolution progress as set forth herein.

Scope and details of ePortal Managed Services:

Contractor will provide the city with the Managed Services related to ePortal as described in this section. The city may request services by creating a ticket in the Contractor ticketing system or other system as mutually agreed upon. The city will assign a priority using the Incident and Severity Level defined. The Contractor's representative will review the request and work with the city to fully understand the request. The city will be responsible for all approvals to promote any source code, configuration, content or any other system changes through the environment stack, as well as any changes to non-Contractor controlled applications.

Configuration Management

Contractor will provide the following Configuration Management Services to maintain and support the functionality of the ePortal Solutions. Contractor will be responsible for updating Configuration settings in the ePortal Admin Portal and promoting the changes through the lower environments and into Production.

The city and Contractor will each perform their respective responsibilities as set out in the Responsibility Matrix below (R = Responsible, A = Accountable, C = Consults, I = Informs):

Function	City	I3 Verticals
User Creation and Role Assignment	R	C
Add or remove a user update User role assignment	R	I
Request Configuration setting updates in Admin Portal & assign priority.	R	I
Change Configuration settings in Admin Portal	C	R
Promote configuration settings in all portal environments.	C	R
Approve configuration setting promotions.	R	I
Assign Priority to requested changes.	R	C

ePortal Customer Notification Management

Contractor will configure the SMS and email notification engine and ensure that ePortal related City notifications are being sent out and provide a user interface to show notifications sent. The city and Contractor will each perform their respective responsibilities as set out in the Responsibility Matrix below (R = Responsible, A = Accountable, C = Consults, I = Informs):

Function	City	I3 Verticals
Manage email server used for outbound City communication generated by ePortal	I	R
Review and correct failed emails.e	R	C
Run ePortal batch jobs to generate outbound City notifications	I	R
Manage outbound text service used for outbound City communication generated by ePortal	I	R
Assign Priority to requested changes.	R	C
Generate batch files of accounts or profiles for notifications triggered by 3 rd party applications.	R	I

ePortal Content Management

Contractor will provide a mechanism that allows a functional user (either city or Contractor) to be able to edit and publish content on ePortal.

City will be responsible for managing the configured Content using the Admin module This includes changes in the lower environments and into production. Contractor will provide the required support.

Contractor will be responsible for managing and changing any content that cannot be managed through the Admin module and promote these changes through the lower environments and into production. The city and Contractor will each perform their respective responsibilities as set out in the Responsibility Matrix below (R = Responsible, A = Accountable, C = Consults, I = Informs):

Function	City	I3 Verticals
Edit content through the Admin portal in lower environments	R	I
Publish content	R	I
Edit content through the Admin portal in production environment	R	I
Approve all non-Admin portal content changes	R	I
Update non-Admin portal content changes	C	R
Promote non-Admin portal content changes	I	R
Assign Priority to requested changes	R	C
Support/provide backup resources to edit and publish Admin content in lower and production environments	A	R

Code Migration / Promotion Management

Contractor will be responsible for managing the source code and promoting ePortal related source code from one environment to another. Contractor will track the code in an online source code repository (GitHub) and will be responsible for checking code out/in. Code promotions will be based upon the

approval of the city. The city will be responsible for source code managed of city controlled applications (any applications not provided by Contractor). Contractor and the city will collaborate on source code promotions that are dependent on more than one system.

The city and Contractor will each perform their respective responsibilities as set out in the Responsibility Matrix below (R = Responsible, A = Accountable, C = Consults, I = Informs):

Function	City	I3 Verticals
Execute tests on any fixes in Test / Pre-Prod before moving to production.	R	I
Acknowledge acceptance of fixes prior to deployment in production	R	I
Promote ePortal code through lower tier environments	C	R
Approve code promotions through lower tier environments	R	I
Promote ePortal code to Production environments	C	R
Approve code promotions to Production environments	R	I
Promote any non-Contractor provided code fixes & enhancements	R	C
Perform data refreshes of lower environments. Not to exceed 4 refreshes per year.	C	R

Usage Performance Metrics and Improvements

ePortal application will track usage and certain elements of transactions being performed by the city's customers. Contractor will work with the city to define 6 KPI's that can be derived out of the data being captured by ePortal. KPI's will be defined after deployment stabilization prior to turn over to the Managed Services team. The city may request additional reports / KPI's that may be extracted from the data as a change order. The city owns all data that exists within ePortal. Contractor will provide reports on a monthly basis, unless a different frequency is agreed upon.

The city and Contractor will each perform their respective responsibilities as set out in the hosting Responsibility Matrix below (R = Responsible, A = Accountable, C = Consults, I = Informs):

Function	City	I3 Verticals
Define KPI's to be included in monthly reporting.	R	C
Develop reports and deliver them on an agreed upon frequency.	I	R

ePortal Upgrade Services

Contractor will perform two types of changes to ePortal periodically: new features and functions technical currency.

New features and functions: As part of continued improvements, Contractor will perform the upgrades

to the ePortal with new features and functions. City may activate these non-mandatory new features whenever city is ready to implement them after they have been made generally available by Contractor.

Technical currency: Contractor will apply changes to the platform to maintain the technical currency of the platform, including but not limited to security patches. These generally have minimal impact to city and end user functionalities but are mandatory. City is required to implement them. Urgent updates are packaged as patches and non-urgent updates are packaged with upgrades

Process and communication

- a. The Contractor shall provide notice to the city no later than 30 days prior to the release of an Upgrade or Service Pack and no later than 5 days prior to a patch.
- b. Inclusive of these notices will be supporting documentation and the availability of staff to discuss relevant details
- c. The city will provide notice to the Contractor no later than 30 days prior to deployment of upgrades, Service packs for applications under its control and at the same time that it is notified of Patches to these systems that will be deployed.
- d. The city will be responsible for notifying the Contractor of any known integration changes being introduced to non ePortal applications under its control. Contractor will provide a cost estimate to make changes to ePortal to accommodate changes.

The city and Contractor will each perform their respective responsibilities as set out in the Responsibility Matrix below (R = Responsible, A = Accountable, C = Consults, I = Informs):

Function	City	I3 Verticals
Notify city that an Upgrade, Patch, or Service Pack is available	I	R
Develop project schedule for implementation of new feature	R	C
Apply upgraded software to the city 's environment	I	R
Apply all necessary styles according to Style Guide for new pages.	I	R
Perform functional testing on upgraded ePortal application in Dev environment.	I	R
Make adapters to 3 rd party or city controlled applications available for new feature operability.	R	C
Provide updated training documentation for Upgraded system	I	R
Provide training to city trainers of new features	C	R
Provide functional test scripts used to test upgraded system	I	R
Correct defects to the upgraded application.	C	R
Promote upgraded system through lower tier	C	R

environments		
Approve upgraded system for promotion through lower environments and into production	R	I
Notify & train city end users on new features being introduced	R	I

Application Monitoring / 24x7 Support

Contractor will monitor ePortal and ensure the application is up and available for the City's customers and will provide support to the city on a 24x7 basis. The following lists the method which reported incidents will be resolved.

- For issues detected by the Contractor, the city will be notified of any application incident that is detected by Contractor. Contractor will log an incident in their online ticketing system and will begin triage on the ticket.
- For incidents detected by the city, the city will log an incident in the Suppliers online ticketing system with the city severity level and Contractor will begin triage on the ticket. City will provide a reasonable number of support personnel who may access the Supplier's online ticketing system.
- The city will be responsible for assigning the severity to city generated tickets as defined.
- The city will be responsible for resolving end user data input errors and addressing any end user errors or training issues.
- The city will provide the first level of support for the application. This includes triage of functionality issues reported by city's and other city personnel and categorize the issue before turning the issue over to the Supplier (i.e., bug, training issue, 3rd party application issue, etc.) before reporting an incident to the Supplier. (Level 1 support)
- The responsibility for Application Monitoring tasks is summarized in the Application Incident Management Responsibility Matrix below.

The city and Contractor will each perform their respective responsibilities as set out in the Responsibility Matrix below (R = Responsible, A = Accountable, C = Consults, I = Informs):

Function	City	I3 Verticals
Identify & document application incident (performance, defect, system generated error message) reported by city customers or staff.	R	I
Identify and document application incident as detected by system and application monitoring	I	R
Log Application Incident & provide supporting details	R	I
Assign severity to Application Incident	R	C
Categorize Incident and provide root cause analysis	C	R
Resolve application Defects (code and configuration fixes)	C	R
Validate resolution of Defect (code and configuration fixes)	R	C
Resolve technical interface issues	C	R
Resolve system performance issue	I	R
Resolve end user data input errors	R	I

Address end user errors or training issues	R	I
Generate and log application, transactional exceptions	C	R
Manage and resolve application, transactional exceptions	R	C
Support transaction exception resolution	C	R
Monitor ePortal batch jobs and correct any job failures	I	R

Service Levels and Management

- a) Contractor will provide all necessary resources to ensure the city has complete System Functionality, technical expertise for troubleshooting and issue resolution, and all applicable updates and upgrades to the System.
- b) Contractor will provide 24 x 7 x 365 telephone support for assistance in identifying and resolving Defects (in accordance with the Severity Levels and Response Times set forth and will be available to answer questions related to the operational use of the System.
- c) Contractor will promptly report all System outages, including performance degradation, to the city contact person or email alias identified by the city .
- d) Through the duration of all outages, the Contractor will automatically deploy an interstitial or other type of page that will appear when the city or the city 's customers attempt to access the System, or potentially disable login altogether via the Supplier's admin portal. The content and appearance of this page will be reviewed and approved by the city as will be any variable text displayed on the page.
- e) Contractor may schedule upgrades and maintenance for the System at a mutually agreeable time frame (the "Maintenance Window").
- f) Any non-scheduled or emergency maintenance that impacts the System must be communicated to the city immediately.

Availability and Contacts

Contractor will make technical support available to the city by web user interface or email twenty-four (24) hours per day, seven (7) days per week. Contractor support personnel will provide the city with remote assistance to accept reports of incidents in ePortal. Contractor will ensure that each of its personnel performing any Support Services are experienced, knowledgeable and qualified in the use, maintenance and support of the System.

A Contractor representative will be assigned to the city 60 days prior to the Go Live date. This will be the primary contact person for the city for issue reporting and resolution. Additionally, the city may report Issues through one of the following methods:

Web Interface:	Contractor defect tracking system
After Hours Telephone	To be provided prior to transition to support

Application Hosting Services

Contractor will establish a Cloud environment where the ePortal application will be installed and connected to the city data center for integration with city applications. Contractor will host the production and up to 2 lower tier environments on behalf of the city. The following services are included as part of hosting:

- a. Establish a non-production environment appropriately sized for Development and Testing

- b. Establish one pre-production environment sized and tuned similar to production for city User Acceptance/QA testing.
- c. Establish one environment sized and tuned for Production
- d. Patching and maintenance of ePortal servers, and testing of the lower environments after patching is performed.
- e. Define and configure high availability and Disaster Recovery for the production ePortal environment
- f. Configure and manage text and email city notification channel

Application Hosting

Contractor will provide software maintenance services to the city to ensure ePortal is functioning as per the defined documentation and specifications. Contractor will correct errors with the ePortal software according to reports & details provided by the city or internal Contractor sources with approval from the City .

Scope of Support- Supplier hosting via Amazon Web Services (AWS)

Environment Set Up

Contractor will set up and configure one production and 3 non-production cloud environments within Amazon Web Services where the ePortal application will be installed. This environment will be connected to the city 's data center via secure connection (VPN or similar agreeable connection tunnel). The city will maintain the secure connection to ensure the application has connectivity to the city's applications. The Contractor will size two environments to be 'production-like'; one to use for pre-production performance, load, and final validation testing; and the other for production. Two additional environments will be configured for Development and Test.

The city and Contractor will each perform their respective responsibilities as set out in the Responsibility Matrix below (R = Responsible, A = Accountable, C = Consults, I = Informs):

Function	City	I3 Verticals
Procure account with Cloud provider (AWS)	I	R
Define Environment size, variables, and other appropriate configuration settings	I	R
Connect the Cloud environment to 3 rd party applications via VPN Tunnel	C	R
Maintain secure network connections to non-Contractor applications.	R	I

Environment Hosting and Maintenance – Non- Production

Contractor will provide the city with a stable cloud environment where the ePortal application will be operated for pre-production testing, development, QA testing and training. The Contractor will maintain the environment to ensure proper server patches (non ePortal Software) and maintenance occurs such that the environment will be up and available for use. The city is responsible for maintaining and making available 3rd party systems and city systems that will be integrated to ePortal.

The city and Contractor will each perform their respective responsibilities as set out in the Responsibility Matrix below (R = Responsible, A = Accountable, C = Consults, I = Informs):

Function	City	I3 Verticals
Maintain ePortal non-production environments	I	R
Ensure server patching is performed	I	R
Maintain and support non-production 3 rd Party and city owned applications	R	C

Environment Hosting and Maintenance –Production

Contractor will provide the city with a stable cloud environment where the ePortal application will be operated for production. The Contractor will maintain the environment to ensure proper server patches (non ePortal Software) and maintenance occurs such that the environment will be up and available for use. The city is responsible for maintaining and making available 3rd party systems and city systems that will be integrated to ePortal.

The city and Contractor will each perform their respective responsibilities as set out in the Responsibility Matrix below (R = Responsible, A = Accountable, C = Consults, I = Informs):

Function	City	I3 Verticals
Maintain ePortal production environment	I	R
Ensure server patching is performed	I	R
Maintain and support production 3 rd Party and city owned applications	R	C

Attachment 1 to Scope of Services

Functional Requirements

i3 Verticals will provide its solution meeting the following minimum requirements.

1	General	Capable of meeting utility customer needs as described in these requirements with an option to expand the for other city services as a whole.
2	General	Ability to provide a tailored customer experience for residential, commercial/industrial and multifamily customers.
3	General	Customer portal shall be branded as required per city requirements.
4	General	Customer portal shall provide administrative access to setup, "turn off" capabilities, change, or update customer facing information.
5	Account Registration	Allow existing customer transfer registration from closed account to new account. Do not require closed account be deleted prior to registering new account. Restrict registration into portal for parties that are not served by the City of Chandler or register under the same name of a closed account.
6	Account Registration	Provide simple customer registration process with minimal information. Include registration tutorial and step by step process for customers.
7	Integration	Ability for customer to make account profile changes (email, phone, name, authorized user, etc.) and these changes are updated in hosted utility billing system.
8	Integration	Ability to integrate with CIS Infinity for customer account and meter information, billing, and AMI usage presentment through APIs with no custom development.
9	Integration	Ability to integrate with a third-party payment applications and services such as Invoice Cloud for bill pay, payment history, etc. using APIs with no custom development.
10	Dashboard	Provide a dashboard to provide a customer configurable one page view of everything that is important about their account - Bill pay, bill history, usage, alerts/notifications, account info, important communications, etc.
11	Dashboard	Ability to see graphs and charts, year over year comparisons, month over month comparisons (e.g. usage in Jul 2022 vs Jul 2023). Customer shall also be able to dive into any chart to see more detail (e.g. Dashboard presents monthly consumption. Customer wants to dive into the chart and see the monthly or hourly consumption).

12	General Account Management	Ability to create or present a click through agreement to customers. Example: Require customer to sign an agreement that they will get delinquent information via this contact information. Also, that their information can be shared for City purposes.
13	General Account Management	Ability to remind customers to update their account information such as contact info (phone, mobile and email). Account information updated or verified every two years.
14	General Account Management	Display on the account of services provided, rates, fee amounts, etc.
15	General Account Management	Primary account owner can add authorized users with multiple levels of access to the account (example: Solid Waste access only, view financials, financially liable, ok to make changes)
16	General Account Management	Customer portal supports set up Parent/Child accounts for Landlord/Tenant/Townhome purposes (Multifamily)
17	General Account Management	Ability to enforce customer entry in City selected mandatory fields. (e.g. enforce customer to answer paperless & autopay - yes/no, contact type: cell, home, or "Don't have cell" for text msg).
18	General Account Management	Ability to migrate existing paperless customers and autopay customers from old portal to the new portal and not require a re-enrollment.
19	General Account Management	Ability to integrate with online payment processor. Provide ability for customer to set up auto pay at any time and provide easy customer access to check autopay status. Provide an easy process to update payment option (e.g. Credit card info, etc.) so no payment is missed. Also have auto pay tutorial (step by step) to help customers with this process.
20	General Account Management	Ability to setup and configure enrollments into any type of customer service program such as paperless billing or autopay.
21	General Account Management	Ability to configure online forms so customers complete mandatory data fields as needed (mailing address, other address & type, phone & type, contact & type, others) and seamlessly integrates with CIS Infinity to update the system of record.
22	General Account Management	Portal shall validate mailing address with the USPS address standards. Describe how the portal validates mailing addresses to avoid returned mail.
23	General Account Management	Portal shall provide account owner the ability to update account information at any time (phone numbers, mailing, authorized user) & allow city to designate what contact details are mandatory.
24	General Account Management	Portal shall validate email address and flag for the customer to double check.

25	General Account Management	Portal shall provide tools for customer to self-diagnose reason for a high bill.
26	General Account Management	Portal shall have the ability for customer to enroll in bill notifications - bill due reminders, bill threshold alerts, estimated bill at the end of cycle alert.
27	General Account Management	Customer number in the city's CIS can have one or more account numbers. The portal shall support multiple accounts tied to one customer number.
28	General Account Management	Portal shall have the ability to update the utility billing system with any changes to account information made by account holders in the portal. The utility billing system is the system of record for all account information.
29	Solid Waste Account Management	Solid Waste - Display assigned containers, size and serial number, trash & recycle pick up days
30	Solid Waste Account Management	Ability to schedule customer requested items for examples: Ability to schedule bulk pickup on specified days.
31	Solid Waste Account Management	Ability to request and schedule a container repair(s).
32	Solid Waste Account Management	Portal accommodates alley way customer accounts (identified with an alley container)
33	Payments/ Transactions	Ability to pay multiple accounts with one payment (multiple meters)
34	Payments/ Transactions	Ability to pay multiple Chandler fees with one payment (e.g. Airport hanger, utility bill, business registration)
35	Payments/ Transactions	Provide customers the ability to name Co-Customers and ability for either customer to pay
36	Payments/ Transactions	Real time transaction updates from what is entered into CIS (portal and CIS should sync automatically)
37	Payments/ Transactions	View transaction history - fees, payments (regardless where paid such as in person or bank bill pay), adjustments, credits, etc., including all information available from the utility billing system.
38	Payments/ Transactions	Ability to view historical payments and bill history data and is easily accessible to customers, including all information available from the utility billing system.

39	Payments/ Transactions	Prominently display any credits or balance transfer on account. Describe where this is located.
40	Payments/ Transactions	Ability for the City's admin to control which transaction types to be displayed (reversals, AR reconciliations, etc.)
41	Payments/ Transactions	Ability for customers to request refunds if a credit balance is available and have the ability to inform the customer of the number of processing days for the refund.
42	Payments/ Transactions	Ability to integrate with third party bill print provider. Based on any limitations of the 3rd party bill print provider, ability for customer to print or download current and past bills.
43	Payments/ Transactions	Ability for customer to print or download year to date summary report of charges/charge types (export to Word Excel PDF)
44	Collections	Ability to display collections status if desired (disconnected, cash only, delinquent balance due, etc.)
45	Collections	Ability to auto-generate letter of credit.
46	Collections	Customers in delinquent status shall be prominently seen on the Dashboard and guide the customer to make a payment. Payment confirmation should also display when sent to the account owner.
47	Communications and Education	Ability for customers to set communication preferences - one or more texts, emails, or both.
48	Communications and Education	Ability for customer to select the language of their choice. Mandatory is English and Spanish. Other languages such as Vietnamese, Chinese/ Mandarin, Korean, Persian, French, Arabic are optional.
49	Communications and Education	Ability to draw customers into portal through personalized outbound communications and also personalized insights when logged into the portal.
50	Communications and Education	Ability to send out mass notification (via email and/or text) for Water Main Breaks or unplanned service interruptions (option to dismiss after read). These communications should also be seen prominently on the customers dashboard.
51	Communications and Education	Ability to send account specific notices and alerts display on customer's dashboard and have the option to dismiss after read.
52	Communications and Education	System notifications about the site is down shall redirect to a maintenance page informing customers about the site down issue.
53	Communications and Education	Portal shall provide the customer the ability to export their usage or bill data from the portal.

54	Communications and Education	Ability to provide a link to the City's "Usage Calculator" which is a tool that can be used by the customer to estimate their bill if they fill their pool.
55	Conservation	Ability to encourage water conservation by presenting customers comparisons of usage behaviors to other customers in the same class. (Single family homes, multi-family homes, commercial, etc.)
56	Conservation	Ability to show customer water consumption forecast or projection for future periods
57	Conservation	Ability to configure campaigns and enrollments for conservation program offerings (e.g. rebate offerings, incentives, water audits, etc.) and provides access to available rebate forms (links).
58	Conservation	Ability for customer to control the view of their water usage graph e.g. Hourly, daily, weekly or monthly from AMI Data. The graphs shall have the ability to toggle on or off the temperature profile over the displayed period. Data shown in any graph shall be exportable or downloadable.
59	Conservation	Ability to provide proactive possible customer leak notifications or abnormal / high usage notifications.
60	Conservation	Ability to enforce an opt out leak notification program instead of an opt in program.
61	Conservation	Ability to market/promote programs, offerings and other educational items to encourage targeted (segmented) customers to participate.
62	Conservation	Ability to push out relevant conservation opportunities based on data about the customer such as seasonal watering tips and general conservation and program messaging (including links to water conservation website)
63	Conservation	Ability for customers to set a conservation goal and see an estimated savings on their bill if they achieve this goal.
64	Conservation	Ability to gamify water conservation programs to encourage neighborhoods, HOA etc. to conserve water.
65	Donations	Ability to integrate with utility billing system and payment processor to take donations to support residents who cannot pay their bills.
66	Donations	Ability to integrate with utility billing system and payment processor to donate to multiple non-profits and multiple types (round up, \$1, \$2, \$5, any amount) (How will this work with Invoice Cloud who offers donations)
67	Donations	Ability for customers to view donation amounts & run their own annual donation report

68	Service order management	Ability to configure forms to initiate a workflow for customers to initiate move in/move out/transfer or any customer requested actions online.
69	Service order management	At the initiation of a service order, the Portal shall validate location address entry and provide feedback to the customer about an address problem before service order is submitted.
70	Service order management	Create move in for a hydrant meter - Allow invalid addresses to be set up (override hydrant meters)
71	Service order management	Portal shall have move out customers verify the email address, contact number, and new forwarding address to send final bill or any refunds.
72	Service order management	On the dashboard, the portal shall display the service order status based on Infinity Mobile WOMS Statuses (e.g. Service Order 'en-route', 'on site', 'cancelled').
73	Service order management	Text to customer about a service order status - Submitted, Scheduled, Complete, On hold. Describe how this functionality works in the portal and what integrations are required to enable this capability.
74	Service order management	Service order status should sync automatically when updated
75	Support Tools	CSR Impersonator to see what customer is doing on their account while on the phone (similar to screen sharing)
76	Support Tools	Provide a CSR portal/module to support CSRs with responding to Customer questions and inquiries about their account or usage.
77	Support Tools	Ability to provide a chat and call features to support customer with questions
78	Support Tools	Provide an interactive self-help tool for customers navigating the portal

EXHIBIT B FEE SCHEDULE

Section 1: Pricing for hosted services and technical support

Item #	Description	Year 1	Annual Escalation (%)	Year annual escalation begins
1	Annual SaaS Fee	\$175,000	3.0%	Year 2
2	Tax	\$0	N/A	N/A

Section 2: Implementation, Setup and Configuration Services Fees

Item #	Description	Price
1	Implementation ePortal, eAdmin, eNotify and eNeighbor	\$465,200.00
2	CEP – Dev/QA/Production Environment	Included
3	Travel Expenses	Reimbursable in accordance with allowable GSA expenses.

Section 3: Hourly Rates for change orders

Item #	Labor/ Role Description	Hourly Rate
1	i3 Verticals hourly rate for change orders	\$160

Included within the SaaS fees are the following:

- Solution Hosting
- Maintenance
 - Patches
 - Refreshing environments
 - Updates
 - Bug Fixes
 - Service Packs
 - Integrations configured by i3 Verticals between i3 Vertical's ePortal and defined 3rd party system
 -
- Managed Services

Implementation Milestone Payment Schedule

The following table describes the payment schedule for the implementation fees.

ID	Payment Milestone Description	Payment Amount	Payment Deliverable
1	Project Kickoff Completed	\$26,583	Kickoff completed
2	Requirement Workshops Completed	\$26,583	Workshops complete
3	Dev Environment Established	\$26,583	ePortal Dev instances is delivered to city
4	ePortal Design Completed	\$26,583	FDD Delivered
5	ePortal QA Environment Established	\$26,583	ePortal QA instances is delivered to city
6	ePortal Prod Environment Established	\$26,583	ePortal Prod instances is delivered to city
7	Go Live	\$26,583	Go Live Plan delivered to City
8	Recurring Monthly Project Delivery:		
a	Project Delivery Fee Month 1	\$23,260	Month 1
b	Project Delivery Fee Month 2	\$23,260	Month 2
c	Project Delivery Fee Month 3	\$23,260	Month 3
d	Project Delivery Fee Month 4	\$23,260	Month 4
e	Project Delivery Fee Month 5	\$23,260	Month 5
f	Project Delivery Fee Month 6	\$23,260	Month 6
g	Project Delivery Fee Month 7	\$23,260	Month 7
h	Project Delivery Fee Month 8	\$23,260	Month 8
i	Project Delivery Fee Month 9	\$23,260	Month 9
j	Project Delivery Fee Month 10	\$23,260	Month 10
k	Project Delivery Fee Month 11	\$23,260	Month 11
l	Project Delivery Fee Month 12	\$23,260	Month 12
	Total Implementation Fees:	\$465,200	
	Estimated Travel (up to 13 person trips)	\$25,752	As needed on actuals

EXHIBIT C
DISASTER RECOVERY PLAN

An excerpt of the i3 Verticals Disaster Recovery Plan is included below. The entire Disaster Recovery Plan will be provided to the city following agreement execution.



Hosted Systems
Disaster Recovery Plan
Version 1



Revision History

Version	Date	Description	Author



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1.0 Overview

1.1 Policy

This Disaster Recovery Plan (DRP) delineates our policies and procedures for technology disaster recovery and summarizes our recommended procedures. In the event of an actual emergency, modifications to this document may be made to ensure the physical safety of our people, our systems, and our data.

Our mission is to ensure information system uptime, data integrity and availability, as well as business continuity. To this end, the following policy statement applies:

- The company shall develop a comprehensive IT disaster recovery plan.
- The disaster recovery plan should cover essential and critical infrastructure elements, systems and networks, in accordance with key business activities.
- The disaster recovery plan should be periodically tested in a simulated environment to ensure that it can be implemented in emergency situations and that the management and staff understand how it is to be executed.
- All staff must be made aware of the disaster recovery plan and their own respective roles.
- The disaster recovery plan is to be kept up to date to take into account changing circumstances.

1.2 Objectives

The objectives of the DRP is to resume critical business functions within the Organizations' Recovery Time Objectives.

The specific objectives of this disaster recovery plan are to:

- Immediately mobilize a core group to assess the technical ramifications of a situation.
- Set technical priorities for the recovery team during the recovery period.
- Minimize the impact of the disruption to the impacted features and groups.
- Stage the restoration of operations to full processing capabilities.
- Enable rollback operations once the disruption has been resolved if determined appropriate by the recovery team.

To achieve these objectives, the DRP is structured based on the following principles:

- Formal preparation whenever possible
- Planning for a worst case scenario
- Carefully assessing the potential impact on the organization
- Minimizing the number of people involved in the response
- Allocating decision making to the appropriate levels of authority
- Communicating in an accurate, efficient and secure manner



- Documenting the response activities properly

1.3 Scope

The Disaster Recovery plan addresses a worst-case scenario involving loss of or loss of access to facilities housing critical information systems managed by i3-ImageSoft, but it is adaptable to a lesser disruption, such as the loss of a single area or piece of equipment. This plan includes the recovery of i3-ImageSoft managed systems supporting the Michigan State Housing Development Authority. Systems/applications that fall within the recovery scope of this policy are documented in Appendices A, C, E and F. Other specific division/system/application recovery plans, including business continuity beyond the applications specified in Appendix A are not inclusive of this plan.

1.4 Assumptions

Because the plan addresses the worst case scenario, the following assumptions are made in developing and maintaining the plan:

- In a disaster situation, protection of people is of the highest priority. No recovery activities should be considered until the safety of everyone present is ensured.
- A complete disruption of facilities has occurred, and there is no access to equipment used to host in scope applications and data. Recovery from anything less than a complete disruption will be achieved by using appropriate portions of this plan.
- Staff members are available to respond to the disaster or alternate staff members with adequate knowledge will be available to implement recovery.
- All vital records, data, and files required to implement resumption of critical functions have been backed up or replicated and stored off-site on a regular basis.
- Some staff members will work from their homes via remote communications.
- Vital records, systems and application may be replicated or restored in one or more other Azure facilities.
- The routine day-to-day operation of the systems at the Disaster Recovery Site will be the responsibility of i3-ImageSoft personnel as it is now under normal conditions.
- Recovery Team personnel will be familiar with their responsibilities and the contents of this plan.
- The command center operations will be set up in at i3-ImageSoft headquarters in Royal Oak, MI.



2.0 Recovery Strategy

2.1 Overview

A disaster is defined as an event that disrupts the business functions of an organization and inhibits its ability to perform normal operations. For the purposes of this DRP, any disruption with a recovery estimate greater than five contiguous business hours will be considered a disaster and will be subject to the provisions in this document.

2.2 Disaster Recovery Coordinator and Disaster Declaration

The Disaster Recovery Coordinator (DRC) will manage the response to any disaster. After receiving sufficient information – including the anticipated duration of the outage – the DRC will then determine if it is necessary to invoke, or not to invoke, the DRP.

2.3 Recovery Priorities Overview

The following tables represent the recovery priorities and objectives. The Recovery Time Objective (RTO) is defined as the time between the declaration of a disaster and the resumption of processing for the system / application. The Recovery Point Objective (RPO) is defined as the amount of lost data that would be un-recoverable when processing is resumed. RTO and RPO will be assigned to each critical information system supporting Customer. The tiers are:

Tier	RTO	RPO
1	4 hours	1 hour
2	Less than one day	Less than one day
3	Three business days	Two days
4	One week	Two days

Recovery Tiers for each in-scope application are defined in Appendix A.

Note that in the event of a Tier 1 disaster, productivity loss could be measured as high as 5 hours (4 hours of RTO + 1 hour RPO). For example, if a disaster event occurred at noon, applications may not be available until 4pm. The data recovered would be equal to what was available in the system at 11am. Therefore, total productivity loss (measured in hours) would equal the total hours between 11am and 4pm, or 5 hours.

2.4 Organization

The DRP program is based on a team approach. The Emergency Management Team (EMT) is comprised of select group leaders from Customer and i3-ImageSoft. The recovery efforts are directed and coordinated by the Disaster Recovery Coordinator (DRC).

EXHIBIT D 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 Licensed Materials 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 E 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.

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

The policy must be endorsed to include the following additional insured language: "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)

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 must 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