EBIX Insurance No. S200002211

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NORTHSTAR UTILITIES SOLUTIONS

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between NorthStar Utilites Solutions, an Ontario Corporation with its principal place of Business located at 1 Antares Dr., Suite 400, Ottawa, Ontario K2E 8C4 ("Contractor"), and the City of Santa Clara, California, a chartered
California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and

B. Contractor has the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work

required by City at his/her own risk and expense. Services to be provided to City are more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference. If any terms in Exhibits, or attachments to Exhibits, contradict terms of this Agreement, then the terms of this Agreement shall be controlling.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.

B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate three years from that date.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City

may also monitor the Services to be performed to determine whether all operations are conducted in accord with applicable City, county, state, and federal requirements. Contractor's conformance with applicable City policies and City, county, state and federal requirements is a material term of this Agreement.

7. WARRANTY.

Contractor warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

Contractor makes no representation or warranty, and City so acknowledges, regarding the merchantability of the Services, or their fitness for a particular purpose.

8. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

9. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and services rendered by Contractor as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than ninety (90) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

If Contractor should neglect to perform the Services properly or otherwise fail to comply with any term of this Agreement, the City must notify Contractor in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Contractor must either correct the default at no additional cost to the City, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Contractor fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the City may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to Contractor of only that part of the fee earned by Contractor for those Services performed up to the time of communication of such notice of termination to Contractor that is not disputed by City.

If the City should fail to comply with its obligations under this Agreement, Contractor must notify the City in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the City must correct the default at no additional cost to Contractor, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the City fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, Contractor may terminate the whole of this Agreement and in such case the City will be responsible for payment to Contractor of only that part of the fee earned by Contractor for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the City that is not disputed by City.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

Contractor shall not hire subcontractors without express written permission from City. Contractor shall be as fully responsible to the City for acts and omissions of its subcontractors, and persons directly or indirectly employed by its subcontractors, as it is for persons directly or indirectly employed by Contractor.

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status.

The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

13. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

14. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

15. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

16. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

17. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

18. OWNERSHIP OF MATERIAL.

(a) The parties agree that no materials or documents are being created for the City by Contractor under this Agreement. All materials and documents which

were developed or prepared by Contractor for general use and which are not the copyright of any other party or publicly available, including educational materials, shall continue to be the property of Contractor.

(b) Where the City requests custom materials or documents, the parties shall enter into a separate written agreement which shall include a duly executed statement of work and such other provisions as are typically found in an agreement of that nature, including without limitation, provisions regarding the ownership of such customer materials or documents.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

20. FORCE MAJEURE

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government (other than City), strike, walkout, communication line or power failure, failure in operability or destruction of the City's computer (unless by reason of the negligence of a party to this Agreement), or failure or inoperability of any software other than software provided by Contractor (unless by reason of the negligence of a party to this Agreement). Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION/LIMITATION OF LIABILITY.

a. Contractor shall indemnify, defend and hold harmless CITY, its officers, officials,

employees and agents, from and against any and all third-party losses, liabilities, damages, costs, assessments, expenses (including, without limitation, interest, penalties, fines, expert fees and reasonable attorneys' fees), incurred in connection with any and all third-party causes of action, claims, demands, actions, suits, proceedings, settlements and judgments (collectively, "Claims") which CITY may incur or suffer or be put to by reason of or in connection with or arising directly or indirectly from any breach, violation or non-performance by Contractor of any obligation contained in this Agreement to be observed by Contractor, or any negligent acts or omissions of Contractor, or any wrongful act or willful misconduct of CONTRACTOR, its officers, employees, agents or subcontractors which relates to this Agreement, however arising. This indemnity is only effective where (i) CITY has provided prompt notice of the claim, action or demand to Contractor; (ii) CITY has not made any admissions of liability or settlement offers either prior to or after providing notice to Contractor of the applicable claim except with Contractor's prior written consent, except to the extent required by applicable law, (iii) Contractor has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iv) CITY provides reasonable assistance to Contractor, at Contractor's expense throughout the action or proceeding, and (v) CITY may, at CITY's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend settlement conferences and hearings or other court appearances and hearings (except where the court has specifically ordered otherwise) related to the proceeding.

b. The City and Contractor recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of Contractor arising from this Agreement. The parties agree that in all such circumstances the City's remedies and Contractor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

    i. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) CONTRACTOR'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT CONTRACTOR'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THREE HUNDRED

AND FIFTY THOUSAND DOLLARS $350,000.00.

ii. IN ADDITION TO THE FOREGOING, EXCEPT FOR DAMAGES ARISING OUT OF (a) INJURY OR DEATH TO PERSONS OR (b) DAMAGE TO TANGIBLE OR REAL PROPERTY, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

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

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and/or any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

26. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

27. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

28. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:
City of Santa Clara
Attention: Finance Department
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 243-8687

And to Contractor addressed as follows:

Name: NorthStar Utilities Solutions
Address: 1 Antares Dr., Suite 400., Ottawa, ON K2E 8C4
or by facsimile at 613-226-3377

If notice is sent via facsimile, a hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

30. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

31. DISPUTE RESOLUTION.

A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other

Party.

B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

C. The costs of mediation shall be borne by the Parties equally.

D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,

B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. AFFORDABLE CARE ACT OBLIGATIONS

To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

34. RETENTION.

As set forth in Exhibit B, City will pay Contractor on its invoice(s) an amount equal to 90 percent (90%) of the amount otherwise due to Contractor, and City shall withhold the remaining 10 percent (10%) as retention. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance; within thirty (30) days after issuance of said Notice of Final Acceptance, City shall release to Contractor the amounts held in retention. In the event of a good faith dispute between City and Contractor as to satisfactory completion of the Services, City

shall continue to hold the retained funds in a segregated account until such time as the dispute is resolved, whether by means of formalized settlement or adjudication. Funds held in retention may be used to offset monies otherwise due to City by Contractor.

35. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

36. PROGRESS SCHEDULE.

The Progress Schedule will be as set forth in the attached Exhibit F, entitled "MILESTONE SCHEDULE" if applicable.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 12/7/17

for BRIAN DOYLE
Interim City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:

for ROD DIRIDON, JR.
City Clerk

"CITY"

NORTHSTAR UTILITIES SOLUTIONS
An Ontario corporation

Dated: August 22, 2017

By: _____
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Steve Morris

Title: VP, Sales and Marketing

Local Address: 1 Antares Dr., Suite 400, Ottawa, ON K2E 6C4

Email Address: smorris@harriscomputer.com

Telephone: 613-226-5511 extension 2157

"CONTRACTOR"

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NORTHSTAR UTILITIES SOLUTIONS

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposals entitled:

1. "Statement of Work, City of Santa Clara, Northstar Version 6.4 Upgrade" dated August 17, 2017, version 2.1; and
2. "Statement of Work, City of Santa Clara, Core Automation Suite Subscription" dated August 17, 2017, version 2.1.

Statement of Work

City of Santa Clara

NorthStar Version 6.4 Upgrade

NORTH|STAR™
UTILITIES SOLUTIONS

Prepared for:
City of Santa Clara, CA
August 17, 2017
Version 2.1

SOW VALID UNTIL: November 17, 2017

Revision Control

Document Title: City of Santa Clara – Harris NorthStar – Version 6.4 Upgrade SOW
Author: NorthStar Professional Services
File Reference: City Santa Clara - Harris NorthStar - Version 6.4 Upgrade SOW.Docx

Version	Date	Author	Details / Comments
Version 1.0	2016-06-01	Mac Campbell	Initial version of the document.
Version 1.1	2016-08-17	Mac Campbell	Addition of purge services, Utilization Review & Core Automation Suite
Version 1.2	2016-11-11	ML Whitehead	Condense project timeline & increase onsite Consulting time.
Version 1.3	2017-01-24	ML Whitehead	Removing MDM upgrade effort, adjusting AP subscription terms & effort, reducing onsite time & upgrade effort.
Version 1.4	2017-04-06	ML Whitehead	Revisions as per Santa Clara feedback
Version 1.5	2017-05-02	ML Whitehead	Revisions as per review with Santa Clara
Version 1.6	2017-05-06	KV Cressman	Incorporate definition of success from City of Santa Clara
Version 1.7	2017-06-13	KV Cressman	Incorporate SC's comments regarding scope, milestones and update technical items
Version 1.8	2017-06-19	ML Whitehead	Updates as per June 16th SOW review with SC Team
Version 1.9	2017-06-28	KV Cressman	Updates from Santa Clara and inclusion of Santa Clara T's & C's
Version 2.0	2017-08-08	L Faulkner	Inclusion of Santa Clara's Terms and Conditions
Version 2.1	2017-08-17	L. Faulkner	Change of Format. City Exhibit A and NS Sow moved per Santa Clara's instruction. Milestone page removed. Version # and dates updated.

1 NORTHSTAR INTRODUCTION

The City of Santa Clara, here after referred to as "Santa Clara", requires an upgrade of their billing system from NorthStar version 6.3.1 to NorthStar version 6.4. NorthStar 6.3.1 and NorthStar 6.4 share the same core business logic and leverage the years of investment both Santa Clara and NorthStar have made in your current CIS/billing system.

The purpose of this document is to provide information on the features and value of NorthStar 6.4, along with the level of effort associated with the upgrade, for those customers upgrading from NorthStar 6.3.1.

1.1 Objective

This Statement of Work (SOW) defines the work to be performed by NorthStar, an unincorporated division of N. Harris Computer Corporation, for Santa Clara CIS NorthStar 6.3.1 to NorthStar 6.4 upgrade, and concurrently upgrading CustomerConnect to Maintenance Release 5.1 in addition to implementing the NorthStar Core Automation Suite.

This SOW includes a high level timeline, fees, and other terms and conditions specific to the services requested by Santa Clara. Any additional requests for services that are not defined within this SOW will result in change orders with applicable fees.

2 SERVICE DESCRIPTION

2.1 Project Approach

A NorthStar Project Manager (PM) will be the primary point of contact for Santa Clara on the NorthStar project. The PM has the overall accountability to successfully deliver the services required for a successful implementation within agreed upon timeframe and budget. The project team will directly report to the PM and the PM will have the authority and support to manage the NorthStar project team in the best interest of the project. The PM is also accountable for the following high-level project activities:

- Interface with Santa Clara assigned PM.
- Conduct regular internal project meetings to ensure that all aspects of the project are understood by the team and that progress and risks are properly reported.
- Conduct regular project meetings with Santa Clara.
- Review of project status, schedule, risks, resources as well as any other issues that may affect the success the project.

The NorthStar Implementation Methodology that will be leveraged for this engagement consists of 2 main areas: **Project Management** and **Upgrade Management** where each has associated (where applicable):

- Processes / Checklists / Matrices that define how to operate;
- Deliverables that are formal outputs that require City of Santa Clara sign-off;
- Work Products that are outputs produced as part of the work required to achieve the desired engagement goals; and
- Tools / Assets that are leveraged to produce defined outputs.

The **Project Management** area defines how Engagements are managed. It includes:

- **Communication/Status Management** aimed at establishing internal and external communications as well as monitoring and communicating engagement status and effort spent;

- **Escalation Matrix:**
  Level 1:
  NorthStar Project Manager TBD

  Level 2:
  Vice President, Professional Services Brad Robeson brobeson@northstarutilities.com 888 847 7747 ext. 2171

  Level 3:
  Executive Vice President, NorthStar
  Patrick Shaughnessy
  pshaughnessy@northstarutilities.com 888 847 7747 ext. 2151

- Relationship Management aimed at measuring the pulse of Customers and partners;
- Work Management aimed at capturing and monitoring effort, cost and work to be performed;
- Scope Management aimed at defining and controlling project scope;
- Risk Management aimed at planning, mitigating, tracking and monitoring risks;
- Deliverable/Acceptance Management aimed at ensuring that expected deliverables are delivered and accepted; and

- ***Financial/Contract Management aimed at monitoring project financial health.***

NorthStar proposes two (2) site visits by the NorthStar Project Manager throughout the NorthStar 6.4 upgrade/ Automation Platform Core Suites implementation project. The first site visit will be at Project Kick Off. The second site visit will be at Go LIVE Rehearsal.

3 AREAS WITHIN SCOPE

3.1 Utilization Review

The objective of the Utilization Review is to assess the City's current business processes, custom modifications and interfaces developed for the City, and identify areas where process change, reporting, automation, new add-ons or integrations could be implemented to maximize both software and resource utilization. This session will involve power users and/or managers working through the identified processes and documenting opportunities for improvement.

During a 5 day onsite review the NorthStar Business Consultant will work with Subject Matter Experts (SME) from each functional area reviewing current resourcing, responsibilities and business processes. Each will be documented and discussed in detail to allow for further evaluation and efficiency improvement recommendation. Efficiency recommendations may come in the form of process improvement, automation, configuration, report development, integration or application development or task reallocation between functional areas.

3.1.1 Utilization Review Documentation

The NorthStar Business Consultant will document discussions held during the 5 day onsite session. Upon completion of the onsite the Business Consultant will prepare a Utilization Review document detailing recommended process improvements and potential automation opportunities. Recommendations are fully documented under each functional area, and an Executive Summary is provided which serves to identify the items which will have the greatest value for the City. Results and recommendations of the Utilization Review will be provided to the City in a timely manner as mutually agreed upon during the Utilization Review. Harris will not unreasonably delay providing those results.

3.1.2 Utilization Review Follow Up

Upon delivery of the Utilization Review document the NorthStar Business Consultant will conduct a follow up discussion to review the document and recommended changes with the City. The Consultant will assist in determining what changes the City will implement and discuss all timelines around such implementation. NorthStar will provide estimates for any associated implementation services such as; additional training, additional automation programming, modification and integration development, report development and configuration assistance.

Recommended business process changes will not be implemented as part of this statement of work. If Santa Clara chooses to move forward with implementing any of the recommendations, a change order will be issued to assess the increase in effort, scope, duration, schedule impact, and pricing, as applicable.

3.2 Data Purging

Santa Clara will proceed with purging data on their NorthStar 6.3.1 SQL database in preparation for their upgrade to NorthStar 6.4.

3.2.1 Purge Process

- Install the standard purge scripts NorthStar has developed for SQL Server.
- Run the purge scripts against the NorthStar TEST instance Provide Santa Clara with pre and post purge reports for validation purposes.
- Provide testing support during Customer validation of data purge.
- Upon Customer approval run the purge scripts against NorthStar production.
- Create User documentation to allow Santa Clara to execute the purge process on an as needed basis.

3.2.2 User Acceptance Testing

- Upon completion of the initial purge processes in NorthStar TEST, Santa Clara will have 30 business days for acceptance testing, during which time issues reported within the 30 days will be resolved at no charge provided they are part of the original scope of work. At that time the purge processes will be executed in the production environment on agreement from Santa Clara. NorthStar will not unreasonably delay testing. NorthStar and the City will review any time lost and mutually agree to a resolution. If the testing period extends past 30 business days, there will be an additional charge to execute the purge scripts in production unless a prior arrangement or extension has been agreed upon.

3.2.3 Engagement Completion Criteria

- The purge implementation is deemed completed and accepted if the following criteria is met:
    - The purge processes are completed within the production environment upon Santa Clara's approval.
    - 30 business days have elapsed from completion of the purge process in Santa Clara's LIVE environment.
    - There are no mutually agreed upon outstanding critical issues.
    - 9.2 See Appendix B for details (Page 29)

3.3 NorthStar 6.4 Upgrade

- ***All upgrade activities to be performed remotely, unless otherwise requested.***

The scope of this statement of work is to upgrade Santa Clara's CIS NorthStar 6.3.1 to NorthStar 6.4.

Current integration/interfaces points that will be ported to the NorthStar 6.4 environment are:

- Itron Meter Reading System
- PeopleSoft FHRMS Financial System
- Infosend Bill Print

- Shoretel ECC Customer Contact Center
- Siemens MDMS
- Bank of America – Home Banking
- NorthStar eCARe Web Portal
- NorthStar Executive Information System
- NorthStar mCARe Paperless
- Bank Up Remittance Processing
- My Utilities Account or Harris NorthStar Customer Connect suite.
- NorthStar Reports Anywhere
- Metaviewer
- Meter Exchange
- PAP (BOA)
- ACC
- Cybersource
- Net Metering & Net Metering Phase 2 including credit control.
- Cybersecurity updates
- Summary Billing (if in place).

Hardware:
Epson 6000 III & IV printers.

PCI Compliance:
Screen Audit and Form Audit screens within NorthStar 6.4 do not, at any point, store or display sensitive data; ex: credit card numbers in clear text as it did in version 6.3.1.

CustomerConnect MR 5.1 Update:
Santa Clara's CustomerConnect will be updated to CC MR5.1 as part of the NorthStar 6.4 upgrade project. Testing of the maintenance release will be incorporated into the upgrade test plan and Go LIVE cut over activities. *See Appendix B below for list of Santa Clara enhancements ported to MR5.1.*

3.3.1 NorthStar 6.4 Upgrade & CustomerConnect MR5.1 Update Preparation

- Perform a review of Santa Clara's custom modifications and integration to ensure all applicable code has been merged into NorthStar 6.4.

- Work with Santa Clara to develop a site-specific test scripts for User and System Acceptance testing.

- Upon completion of the NorthStar 6.4 installation and CustomerConnect update perform internal validation testing on the new instance to ensure it is ready for training and testing. NorthStar be

testing core functionality. Santa Clara-specific processes will be tested as part of the System and User Acceptance testing phases.

3.3.2 NorthStar 6.4 Installation & Add Ons Migration

- Prior to creating the NorthStar 6.4 TEST environment NorthStar will provide a detailed installation checklist; configuration changes, tasks needed to be done, processes to be run, patches to be applied, etc.
- Install NorthStar 6.4 application and database on new TEST server(s).
- Upgrade NorthStar database from 6.3.1 to 6.4 (will be on new 2012 DB server)
- Migrate, eCARe, mCARe, Meter Exchange, EIS and Reports Anywhere to TEST new server(s) and redirect to the NorthStar 6.4 TEST instance.
- Install NorthStar Navs and configure access to the NorthStar Add Ons TEST servers where applicable.
- Update CustomerConnect TEST to MR5.1 and point to NorthStar 6.4 TEST
- Deploy Core Suite workflow templates to Santa Clara's NorthStar TEST environment.
- Provide a detailed checklist of all steps to deployment.
- Review the AP Workflow Implementation Checklist with the Santa Clara Team.
- Santa Clara will have two weeks to review and revise the Implementation Checklist as required.
- Configure each automated process based on Santa Clara's Implementation Checklist.

3.3.3 NorthStar Payeezy Integration

- *NorthStar will develop an integration with Bank of America Payeezy software that will allow all credit card encrypted numbers to be tokenized. This will then be used in the NorthStar PAP File Create process which will result in the file being created with no credit card numbers in clear text*
- NorthStar will obtain tokens from Payeezy to map to existing pre-authorized accounts within the NorthStar database.

- NorthStar will utilize the Payeezy API to automatically obtain tokens through new pre-authorized registration from within NorthStar or CustomerConnect.

- NorthStar will modify the PAP File Create process to create the file with tokens instead of credit card numbers.

- Process documentation to be provided as a project deliverable.

3.3.4 NorthStar 6.4 Training Provided

NorthStar Product Orientation Session:
The Product Orientation session is held, via WebEx sessions, with the Core user group as the first stage of the setup portion of the upgrade implementation project. The objective of the orientation session is to introduce the users that have been working on the NorthStar 6.3.1 software to the new version of the product, NorthStar 6.4. There will be time spent on initiation to the navigation of the application, as well as reviewing the business processes specific to the City.

End User Training:
Santa Clara is using a train the trainer approach for the NorthStar 6.4 upgrade. As such, Santa Clara's Subject Matter Experts are expected to provide any End User training on the product as required.

3.3.5 NorthStar 6.4 & CustomerConnect System Acceptance Testing (SAT)

- NorthStar will work with Santa Clara to develop a site-specific upgrade test script for System Acceptance testing. Upon completion of testing Santa Clara will submit a signed copy of the SAT script confirming all areas of NorthStar 6.4 and CustomerConnect MR5.1 have been successfully reviewed as a prerequisite for NorthStar to schedule the User Acceptance testing activities.
    - The following criteria will be used to evaluate whether the upgrade has been successful.
        1. A check of row counts and balances will be done for example a count of rows in each table in the source and target can be compared considering any expected differences. Certain reports can be run in each environment to help ensure all records have been migrated.
        2. Basic testing of the environment performed by the City's SME's to check all major functionality
            a. Can we see expected data in the screens of each module
            b. Run major programs/ reports in each module
        3. Check customizations are in place
        4. Check all interfaces/integrations
        5. Review all key values

6. The refresh was done according to checklist without any major deviations.

- This testing is not intended to be major system testing, but quick verification to make sure all major components are in place.

- Review the findings after the verification and if there are major issues with the refresh – critical components not included in the checklist make the decision to run the refresh again. This should not be counted as an additional refresh. A NorthStar Application Consultant will provide one week of onsite assistance during System Acceptance testing. Santa Clara will have four weeks to complete the initial round of System Acceptance Testing. NorthStar will have two weeks of remediation for all priority 1 issues. Santa Clara will then have two weeks of remediation testing prior to scheduling User Acceptance testing and End User training activities. *Note that any delays caused by NorthStar will not be included in the 6 week SAT testing window.*

- There should be no outstanding critical issues, as mutually agreed upon, upon complete of SAT.

- For Automation Platform provide System Acceptance testing support up to a maximum of 14 hours. If Santa Clara needs to extend the testing efforts, NorthStar will provide a change order for the extended testing services. *Note that any delays caused by NorthStar will not be included in the UAT testing window.*

- Workflows will be provided for testing in an iterative manner, as configuration is completed. Santa Clara will have 2 business days, per workflow, to complete testing.

- Once all SAT has been completed NorthStar will have 10 days to execute any configuration changes required.

- If a project delay is encountered due to external factors outside of NorthStar's control, and System Acceptance Testing needs to extend beyond the initial four week and subsequent two week windows for SAT remediation testing NorthStar and Santa Clara will analyze the results of this external factor on the project timeline to determine if there is a need for a change request to reflect a substantial change to the project plan, budget, or timeline.

3.3.6 NorthStar 6.4 & CustomerConnect User Acceptance Testing (UAT)

- NorthStar will work with Santa Clara to develop a site-specific upgrade test script for User Acceptance testing. Upon completion of testing Santa Clara will submit a signed copy of the UAT script confirming all areas of NorthStar 6.4 and CustomerConnect MR5.1 have been successfully reviewed as a prerequisite for scheduling Go Live activities.

- A NorthStar Application Consultant will provide 1 week of onsite assistance during User Acceptance testing Santa Clara will have four weeks to complete the initial round of User Acceptance Testing. NorthStar will have two weeks of remediation for all priority 1 issues. Santa Clara will then have two weeks of remediation testing prior to scheduling End User Training and Go LIVE. *Note that any delays caused by NorthStar will not be included in the 6 week UAT testing window.*

- Upon completion of User Acceptance testing of all applicable workflows NorthStar will redeploy all workflows to NorthStar *To Be Live* environment.

- For Automation Platform, provide a detailed checklist of all steps to deployment.

- Upon completion of User Acceptance testing of all applicable workflows NorthStar will redeploy all workflows to NorthStar *To Be Live* environment.

- Export configured rules from NorthStar TEST and import to NorthStar *To Be Live* environment.

- Perform internal sanity testing on deployment and configuration from NorthStar TEST to *To Be Live* environment.

- Santa Clara will have 2 days, per workflow, to complete User Acceptance testing.

- If a project delay is encountered due to external factors outside of NorthStar's control, and User Acceptance Testing needs to extend beyond the initial four week and subsequent two week windows for UAT remediation testing NorthStar and Santa Clara will analyze the results of this external factor on the project timeline to determine if there is a need for a change request to reflect a substantial change to the project plan, budget, or timeline.

3.3.7 NorthStar 6.4 Data Refreshes

- NorthStar will perform four successful data refreshes throughout the 6.4 upgrade and CustomerConnect update project:
  - Initial data refresh will be included with the installation of NorthStar 6.4 and update of CustomerConnect for SAT.
  - Second data refresh will be performed upon completion of SAT, in preparation for UAT.
  - Third data refresh will be performed as part of the Go LIVE rehearsal and End User training.
  - Final data refresh will be performed upon Go LIVE cutover. Any requests for additional data refreshes will be considered at an additional cost/schedule impact to the project.
- A detailed checklist will be created by NorthStar and the City, to include all tasks needed to accomplish the data refresh/database upgrade. This checklist will be monitored for errors and

updated by NorthStar as required. Criteria will be developed for what is a successful data refresh (i.e. no errors when accessing the system, all components work successfully, all customizations in place.

3.3.8 NorthStar 6.4 Go LIVE Rehearsal

- Produce a full checklist of all activities to upgrade NorthStar and update CustomerConnect, with dependencies and training.
- Install NorthStar 6.4 application on *To Be* LIVE environment.
- Upgrade database from 6.3.1 to 6.4.
- Migrate, eCARe, mCARe, Meter Exchange, EIS and Reports Anywhere to new *To Be Live* server(s) *and redirect to the NorthStar 6.4 To Be LIVE instance.*
- Refresh CustomerConnect TEST from production and walk through checklist to update to MR5.1.
- Provide a detailed checklist of all steps to deployment of AP workflows.
- Upon completion of System Acceptance testing deploy Core Suite workflow templates to Santa Clara's NorthStar *To Be* LIVE environment environment.
- Export configured rules from NorthStar TEST and import to NorthStar *To Be* LIVE environment.
- Perform internal sanity testing on deployment and configuration from NorthStar TEST to *To Be LIVE* instance.

3.3.9 NorthStar 6.4 & CustomerConnect Go LIVE Cut Over

- Produce an updated full checklist of all activities with dependencies and expected things
- Upgrade Production database from 6.3.1 to 6.4.
- Update CustomerConnect production to MR5.1 and redirect to NorthStar 6.4 LIVE.

3.3.10 NorthStar 6.4 & CustomerConnect Post LIVE

- Provide dedicated post LIVE support for forty five business days prior to transition back to NorthStar Support Services.

- Refresh NorthStar TEST database from Production.
- Create NorthStar 6.4 DEV environment.
    - Install NorthStar 6.4 application on DEV environment.
    - Install NorthStar Navs and configure access to the NorthStar Add Ons DEV servers where applicable.
    - Upon creation of 6.4 DEV environment redeploy all workflows from NorthStar TEST environment.
    - Perform internal sanity testing on deployment and configuration from NorthStar TEST to NorthStar DEV.
- Migrate, eCARe, mCARe, Meter Exchange, EIS and Reports Anywhere to new DEV server(s) and redirect to the NorthStar 6.4 DEV instance.
- Update CustomerConnect DEV to MR5.1 and redirect to NorthStar 6.4 DEV.

3.3.11 Santa Clara Responsibilities

Following are the key responsibilities of Santa Clara under this agreement:

1. Manage the project overall.
2. Ensuring NorthStar has direct, dedicated remote technical connection capabilities with administration access to any non-production server that the NorthStar applications reside on for the duration of the upgrade project.
3. Santa Clara cannot allow access to the working production system during business hours except to view and even then by arrangement. Changes to the production environment will go through change control. NorthStar will abide by the City's change processes.
4. Ensuring that underlying infrastructure for NorthStar 6.4 is acquired and installed by the required time per agreed upon project plan (Note: Minimum specifications for servers and workstations should be discussed and agreed upon at commencement of project).
5. Installing server(s) with appropriate network connectivity.
6. Installing operating system and partitioning disk space.
7. Installing database software.
8. Installing NorthStar 6.3.1 database for all 4 data refreshes.
9. Creating users at the operating system level.
10. Configuring peripheral devices (printers, scanners, cash drawers, etc.).
11. Installing VPN connection.
12. Configuring back up and maintenance routines for new database.
13. Installing Java 8 on Client workstations.

14. Testing hardware components and environment.
15. Securing of the communication between NorthStar and the Payeezy API; Payeezy and Santa Clara will chose a security methodology conbsistent with their requirements and policies. It is understood that they require security that is in line with TLS 1.2. NorthStar will be calling their API and it is the Santa Clara's responsibility to advise NorthStar how to connect securely.
16. Conducting upgrade testing, including integration and interface testing.
17. Conducting User Acceptance testing.
18. Conducting with End User Training.
19. Leading Go LIVE activities

3.3.12 Engagement Completion Criteria

NorthStar 6.4 Upgrade & Customer Connect Update

The Upgrade Engagement is deemed completed once upgraded application has been deployed to the live environment for forty five business days and that any Priority 1 items raised during that period have been resolved. NorthStar has the exclusive right to classify call types according the definitions below.

Call Type	Definition
Priority 1 – Urgent or High Priority	• System Down (Software Application, Hardware, Operating System, Database) • Impacts Critical Business Function without a workaround • Performance issues of severe nature impacting critical processes.

Priority 2 – Medium Priority	• System errors that have workarounds
	• Impact to business function is not critical:
	  • Performance issues not impacting critical processes
	  • Usability issues
	  • Workstation connectivity issues (Workstation specific)

Priority 3 – Low Priority	• Minimal or no impact to critical business function • Report formatting issues • Training questions, how to, or implementing new processes • Aesthetic issues • Issues with workarounds for large majority of accounts • Recommendations for enhancements on system changes • Questions on documentation

3.4 Areas Out of Scope

Anything in this section and not listed in the above "Areas within Scope" is considered out of scope for this SOW. Specific items that are currently out of scope of this engagement include:

- Business Process Review

- Additional User training if required above End-User training.
- Post Live NorthStar Refresher training if deemed required following Go LIVE.
- Migrating automated scheduled tasks – scripts generated by City of Santa Clara
- Automation Platform User training on the NorthStar workflow editor
- Customized rules or workflows
- Rules development of workflow bundles not considered within the Core Automation Suite

4 ESTIMATED TIMELINE

The estimated duration of this engagement is approximately five months. The assumption is that the Purge project, Utilization Review project, NorthStar 6.4 Upgrade project and Core Automation Suite project will kick off simultaneously. In order to accommodate this approach Santa Clara will assign Project Leads for each engagement, and each Lead will have experience in the day-to-day operations and will work closely with the NorthStar Consultants to resolve issues as required. Adherence to the project plan and timeline is critical. NorthStar will prepare a formal project plan and timeline upon acceptance of this statement of work. Santa Clara will review, provide comments on, and provide NorthStar with approval of the project plan and timeline. *See Appendix B below for sample Implementation Project Plan.*

There are a number of factors to be considered that will have an associated un-planned increase in effort and will therefore impact the project schedule. These factors are typically not determined until project kick-off and will be a key input into the final Go LIVE date and may result in additional cost. NorthStar will notify Santa Clara of any increase in effort and will provide Santa Clara with a Change Order according to section 5 Change Management Process. These factors include:

- Data:
  - Data clean-up (if required) by Santa Clara.
  - Amount of data – consideration needs to be given to the amount of historical data required and how long it will take to obtain the data.
- Peripherals:
  - An increase or replacement of equipment with the upgrade (i.e. cash drawer).

5 CHANGE MANAGEMENT PROCESS

NorthStar will maintain the SOW with formal documentation denoting agreed upon changes. Santa Clara and NorthStar may propose changes to this SOW addressing services falling outside the scope of services described in this SOW ("Change"). The Change Order form must be used for all change requests. NorthStar shall have no obligation to commence work in connection with any change until the fee and schedule impact of the change is agreed upon in a written Change Order form signed by the designated representatives from both parties.

Upon identifying the need for a change, NorthStar shall submit the change on our standard Change Order form describing the change, including the impact of the change on the schedule, fees and expenses.

Within 5 consecutive business days of receipt of the change order form, Santa Clara shall either indicate acceptance or rejection of the proposed change by signing the Change Order form or any other period of time mutually agreed to by the parties. If NorthStar is advised not to perform the change, then NorthStar shall proceed only with the original services. In the absence of Santa Clara acceptance or rejection of the Change Order, NorthStar will not perform the proposed change.

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. Organization shall not be charged for any delays to the project schedule or changes in effort for delays that are attributable solely to the actions or inactions of NorthStar. Where delays are caused by both parties, any additional costs shall be shared in proportion to each party's contribution to the cost of those delays. A sample change order is presented in Appendix "C"

6 FEES & PAYMENT SCHEDULE

6.1 Fees

Utilization Review, Data Purge, Automation Platform & Upgrade Services			
Description	Estimated Effort (Hours)	Hourly Rate	Total
Project Management	270	$200	$54,000
Utilization Review Session	40	$200	$8,000
Utilization Review Documentation	32	$200	$6,400
Utilization Review Follow Up	8	$200	$1,600
Create Install Purge Scripts	2	$200	$400
Execute Purge Script (TEST)	6	$200	$1,200
Purge Validation Testing Support	7	$200	$1,400
*Execute Purge Scripts (production)**	5	$300	$1,500
Upgrade Preparation	24	$200	$4,800
NorthStar 6.4 Installation	40	$200	$8,000
NorthStar Add Ons Installation	20	$200	$4,000
Payeezy Integration Development	96	$200	$19,200
Payeezy Integration Validation Testing	18	$200	$3,600
NorthStar Internal Validation Testing	24	$200	$4,800
NorthStar 6.4 Product Orientation Training	12	$200	$2,400
User Acceptance Testing Support (Onsite & Remote)	140	$200	$28,000
System Acceptance Testing Support (Onsite & Remote)	100	$200	$20,000
Go LIVE Rehearsal	40	$200	$8,000
*Go LIVE Cut Over**	36	$300	$10,800
Upgrade Post LIVE Support	80	$200	$16,000
AP Core Suite Implementation	75	$200	$15,000
5% Technology, Administration& Communication Fee			$10,955
Project Total	1075		$230,055

**As this work must be performed over a weekend an after-hours premium applies to this service*

6.2 Payment Schedule

Any mutually agreed upon change controls will be billed at $200/hour when incurred. An additional amount equal of 5% of the total fees billed has been included in the fee charged to cover technology, communication and administrative costs. Price excludes any applicable taxes.

The NorthStar fees for the scope of services described in this Statement of Work, including the 5% technology, communication and administrative fee, is $230,055 USD based on fixed price plus any travel and logistics (T&L) which may be required.

Milestones & Payment Schedule

1. Contract signing – 35%, $80,519.25
2. Base solution installed within Santa Clara's non-production environment, 15%, $34,508.25
3. Completion of purge process within production environment, 10%, $23,005.50
4. User Acceptance Testing sign off received, 15%, $34,508.25
5. NorthStar 6.4 Go LIVE cut over, 15%, $34,508.25
6. Upgrade Project Acceptance (45 days post go live), 10%, $23,005.50
7. This is expressly subject to section 34 of the Agreement entitled "Retention."

Invoices are payable upon receipt.

Quote is valid for 60 days from date of delivery. After 60 days the quote will be considered expired and would need to be reassessed and re-quoted if still required.

6.3 Travel & Living Expenses

The above mentioned fees do not include any travel and per diem expenses incurred for on-site visits required for this engagement. NorthStar will adhere to the City's travel policies. All travel to be approved prior to booking. NorthStar estimates five site visits during this implementation:

- Project Kick Off with NorthStar PM (5 days), as per section 3.1 *Project Approach*
- Utilization Review Session with Application Consultant (5 days), as per section 3.2. *Areas Within Scope*
- NorthStar 6.4 Upgrade User Acceptance Testing with Application Consultant (5 days), as per section 3.2. *Areas Within Scope*
- NorthStar 6.4 System Acceptance Testing with Application Consultant (5 days), as per section 3.2. *Areas Within Scope*
- Go LIVE Rehearsal with NorthStar PM (5 days), as per section 3.1 *Project Approach*

7 TERMINATION

Unless NorthStar and/or the City of Santa Clara exercises its right to terminate this SOW due to material breach or default, NorthStar must provide, and Santa Clara must purchase, services from NorthStar for the items defined within this SOW.

If Santa Clara and/or NorthStar exercises its right to terminate this SOW due to material breach or default, or Santa Clara and/or NorthStar terminates this SOW without cause,

Santa Clara's obligation includes the following:

1. Provide notice of 10 business days for termination without cause;
2. Return the software to NorthStar and certify, under the hand of a duly authorized officer of the Organization, that all copies of the software or any part thereof, in any form, within the possession or control of the Organization have been returned to NorthStar. (if applicable)
3. Complete payment for services performed and expenses incurred prior to termination including:
    a. Any amounts previously invoiced but unpaid;
    b. Fees for services performed through the termination date which has not been invoiced; and
    c. Any approved travel and living costs.

NorthStar's obligation includes the following:

1. Provide notice of 10 business days for termination without cause;
2. Refund to Santa Clara any fees that have not been earned under this SOW through the termination date.

Under no circumstances shall NorthStar be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if NorthStar has been advised of the possibility of such damages. In any event, NorthStar shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by NorthStar under this statement of work.

8 PROJECT ASSUMPTIONS

The services, fees and delivery schedule for this engagement are based upon the following assumptions:

8.1 General Assumptions:

- Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the engagement. Any proposed change to the engagement scope must be put into written format and be submitted to NorthStar during this engagement for review and consideration.
- This engagement currently has, and will continue to have, the support of senior Santa Clara management and will be assigned sufficient priority with respect to other projects to ensure its success.
- Santa Clara will assign a Lead to act as an internal resource and guide throughout this engagement.
- Santa Clara will secure the appropriate staff in a timely fashion in order to discuss or review the various materials produced when required. It is expected that the individuals involved will have experience in Santa Clara's day-to-day operations and will work closely with the NorthStar Consultants to resolve issues as required. The main purpose of this interaction is to provide a quick and consistent response to procedural issues.
- Santa Clara will provide access and support from the IT group and any other stakeholder, as deemed necessary by NorthStar throughout this engagement.
- Santa Clara agrees to facilitate any required corporate logistics for the fulfillment of this agreement.
- Santa Clara will provide the appropriate remote access to its network, facilities, and systems as may be required to perform activities from one of NorthStar's locations. NorthStar shall abide by all rules and directions of Santa Clara when accessing the Santa Clara's network, facilities or systems.
- Santa Clara to ensure the appropriate staff are available to work with the NorthStar resources while onsite for the Utilization Review. It is expected that the individuals identified will have experience in the day-to-day operations and will work closely with the Consultants to resolve issues, requests or questions as required.

- NorthStar will not change staffing without consulting Santa Clara.
- Should Santa Clara have concerns with regards to any of the NorthStar resources assigned to their engagement they will advise the NorthStar VP of Professional Services, who will work with them to mutually resolve staffing concerns
- Santa Clara can request key NorthStar resources to be assigned to their engagement and NorthStar will take these requests into consideration when resourcing the Santa Clara project.
- Santa Clara will provide a training room complete with workstations for their staff for the NorthStar onsite activity. This is to allow the NorthStar Consultant and Santa Clara Team members to focus on the implementation activity without any external interruptions.
- All documentation provided by Santa Clara shall be up-to-date and accurate or if that is not the case, advise NorthStar as such.
- All hardware, software, and network components supplied by Santa Clara are working properly and are free of defects and will meet minimum hardware standards provided during the engagement.
- All third-party software and hardware products are assumed to perform correctly in Santa Clara's environment, in accordance with the appropriate third-party vendor's specifications.
- To minimize project costs, majority of project work will be performed at one of the NorthStar's locations. NorthStar will determine the project activities requiring performance onsite.
- Price does not include Santa Clara approved travel and living expenses that may be required as part of the delivery of the engagement. (i.e. air fare, car rental, gas, per diem and hotel) NorthStar will work with Santa Clara to identify most cost effective accommodations for Santa Clara's onsite activities that are mutually agreed upon.
- Any new NorthStar add-ons currently not within the North Star 6.3.1 environment will be considered at an additional cost and effort.

8.2 Purging Assumptions:

- NorthStar 6.3.1 LIVE, TEST & DEV 6.3.1 applications have identical code base and configurations.
- The Purge process for the LIVE instance will need to be run over a weekend to ensure there is no impact on in the production environment.
- Santa Clara will not perform any data refreshes of the NorthStar TEST system during the Purge validation testing phase. Should a data refresh be required there will be an additional charge for NorthStar to execute the purge scripts.

8.3 NorthStar 6.4 Upgrade Project Assumptions

- NorthStar LIVE, TEST & DEV instances are at the same release level. NorthStar MDM will require a code merge of the applicable MDM programs to the NorthStar 6.4 base code. MDM specific work, such as the code merge mentioned above, will be funded by the City's MDM project. The City agrees to pay for the code merge effort as part of their MDM project. *MDM activity will not be part of the NorthStar 6.4 upgrade project, but will be scoped separately at a later date.*

- Santa Clara data provided will be complete and clean. It is the responsibility of Santa Clara to clean data if deemed required due to the identification of inaccurate entries. However if there are issues in the 6.3.1 software that have allowed invalid data to be entered into system unknowingly to Santa Clara – NorthStar will address these issues.
- All data refreshes will be performed during regular business hours, 8:00 a.m.-5:00 p.m. PST, with the exception of Live cut-over which will be performed over a weekend
- For the Payeezy integration development NorthStar NorthStar will have access to a functioning Payeezy API accessible from the NorthStar Development environment.
- Santa Clara has no special print handling requirements; ex: paper source, special commands, etc.

8.4 NorthStar Core Automation Suite Project Assumptions

- The Core Automation suite consists of 19 workflows. NorthStar will configure up to a maximum of 30 business processes using the core 19, should multiple iterations of a workflow be required. If additional instances of a workflow are requested or required a change order will be provided by NorthStar.
- NorthStar Core Suite deployment, configuration and testing services will be completed remotely. NorthStar will make sure the version of 6.4 they install is appropriate for this complete SOW. As they are being developed simultaneously.
- Santa Clara resources will be available as required. It is expected that the individuals identified will have experience in the day-to-day operations and will work closely with the technical consultant to resolve implementation issues and answer checklist questions as required. The main purpose for this interaction is to provide a quick and consistent response to issues so that the technical consultant is not required to contact a large number of users. Any delays in the project due to Santa Clara's resource availability will be subject to a CO.
- Santa Clara's staff will perform acceptance testing as per the timelines provided in the project plan.
- If a project delay is encountered due to external factors outside of NorthStar's control, NorthStar and Santa Clara will analyze the results of this external factor on the project timeline to determine if there is a need for a Change Request to reflect a substantial change to the project plan, budget, or timeline.

9 APPENDIX A – NORTHSTAR 6.4 – TYPICAL HARDWARE RECOMMENDATIONS

Optimal Hardware	Optimal Software
NorthStar CIS 6.4 Application & Database Server • Quad Xeon Processor (required) • 2 x Quad Xeon Processor (recommended) • 64GB Memory • 1000GB 15K (minimum) • 1000GB 15K SSD or SSHD (recommended)	NorthStar CIS 6.4 Application & Database Server • Windows 2012 64 Bit • Wildfly • Java 8.0 • SQL Server 2012
NorthStar CIS Production Extension Server (Reports Anywhere, eDocs) • Dual Xeon Processor • 16GB Memory • 2 X 72GB 15K SAS Drives	NorthStar CIS Production Extension Server • Windows 2012 Standard 64 bit
NorthStar CIS Production Extension Server (CustomerConnect) • Dual Xeon Processor • 32GB Memory • 500GB 15K SAS Drives	•
NorthStar CIS 6.4 Client Computer • Quad Core CPU (Intel Core2, AMD Phenom...) • 40GB hard drive (orhigher) • 4GB Memory (minimum) • 8GB Memory (recommended) • Minimal resolution: 1360 x 786	NorthStar CIS 6.4 Client Computer • Windows 10 (32 or 64) • Windows 7 (32 or 64) • JRE 6.0 or latest • Microsoft Office 365 or Pro Plus

10 APPENDIX B – SANTA CLARA CUSTOMERCONNECT MODIFICATIONS

Issue Type	Key	Summary
Enhancement	CCS-2241	Add HSTS support
Enhancement	CCS-2205	Create an audit trail of all emails sent out of CustomerConnect
Enhancement	CCS-2186	Generate temporary passwords so Admin/Csr's can assist customers in resetting passwords
Enhancement	CCS-2184	Replace 'X' as logoff
Enhancement	CCS-2183	Credit card expiration should not be a calendar
Enhancement	CCS-2181	Pre-populate customer info in one-time payment
Enhancement	CCS-2144	Provide a viewable audit trail for one-time payments
Enhancement	CCS-2095	Move in registration form note should be configurable
Enhancement	CCS-2091	Ability to mask account number and occupant code and not print user ID in emails
Enhancement	CCS-2015	Convert all text to uppercase when transferring to CIS
Enhancement	CCS-2013	Information Viewable when Transferring Service Orders
Enhancement	CCS-2009	Text on Create service order page should be configurable
Enhancement	CCS-1962	Customer portal links customizable
Enhancement	CCS-1951	Registered Move in: should be able to create a move in that does not generate a move out
Enhancement	CCS-1945	Hide bank name label
Enhancement	CCS-1941	Refine the look of the external move-in questionnaire form
Enhancement	CCS-1940	Have the ability to change the link label for 'Click Me'
Enhancement	CCS-1936	Search by email address in Search Service Orders in CustomerConnect returns no result
Enhancement	CCS-1884	Payments made through Cybersource do not send email receipt
Enhancement	CCS-1872	Add a custom note to explain the selected service order
Enhancement	CCS-1871	Provide support for iPad and other mobile devices.
Enhancement	CCS-1870	Notification alerts amount does not include a sum total from all services
Enhancement	CCS-1868	Print from print analyzer
Enhancement	CCS-1866	Allow for 'Payment Plan' tab name to be configurable

Enhancement	CCS-1857	Review and adjust Login form to enhance usability
Enhancement	CCS-1856	Auto-tab when entering the phone number, in between sets of numbers
Enhancement	CCS-1854	No reading history should show N/A instead of blank
Enhancement	CCS-1853	When NorthStar is not available, CustomerConnect should display a message
Enhancement	CCS-1852	Filter by Date Range Calendar month drop down
Enhancement	CCS-1851	Payment plan disclaimer should be different after signup
Enhancement	CCS-1849	Allow past due notices to also be displayed as one for all services
Enhancement	CCS-1838	CC - Need ability to disable CC footer (since we already have a marketing footer
Enhancement	CCS-1805	Various Issues on the bill pay screen
Enhancement	CCS-1804	Pay My Bill Screen Issues
Enhancement	CCS-1780	Various items for bill pay screen
Enhancement	CCS-1757	creating a service order - have a mouseover text over the '+' sign as an indication to create service order
Enhancement	CCS-1622	CustomerConnect should pull Stat holidays from Holidays when choosing a service date
Enhancement	CCS-1612	Make legacy user registration message configurable
Enhancement	CCS-1534	Need to provide integration to Cybersource for credit card processing

11 APPENDIX C – PURGE FOR SQL SERVER

Objective

The purpose of this document is to outline the steps for using the purge process developed for NorthStar SQL Server environments.

The purge process has been grouped into like lists of tables. Billing history, for example groups the balance history, cashiering history and journal history tables. When running the purge users can select as many or as few groups as they wish. An additional benefit of running by groups is that it allows the option of selecting different dates to be used for different groups. For example, billing history can by purged for '2008-12-31' and reading history can be purged for '2007-01-01'

Three stored procedures have been developed. They do not need to be run together and all three will operate separately. The first procedure is ***sp_PurgeData*** that will allow the user to select which table grouping they wish to purge, a destination database and a purge date, then delete those tables from the source database (depending on which database the procedure is running) .. The user will tell the program which table grouping should be purged. More detail is given below in the examples. The third procedure, ***sp_PurgeFinals***, is to purge "finalled" accounts that have no balance and a zero balance on any deposits.

The five groupings are:

Billing History

- pu_balance_hist
- pu_balance_his_d
- puusgbld
- pu_defer_ard
- pucrscore
- pu_misc_bill
- pujhaccd
- pujhstat
- pujhmtrd
- pujhcrbd

pu_pay_arrangh

pu_pay_arrange

- ichrecpt
- ichtrand
- ichmiscd
- ichpaymd
- ichappld
- ichinvoice

Reading History

pu_elec_hist
pu_water_hist
pu_gas_hist

Call History
csrletrd
csr_acct-addr
csr_acct_info
csr_contacts
csraccount
csraccount_pay
csracssah
csrcalld
csrcchgd
csrcglref
csrcmpld
csrcustr
csrhours
csrletrh
csrpypln
csrsched
csrstatd

Comment History
pu_pcb_comments

Alerts
tick_list

Audit Events History
audit_evnts

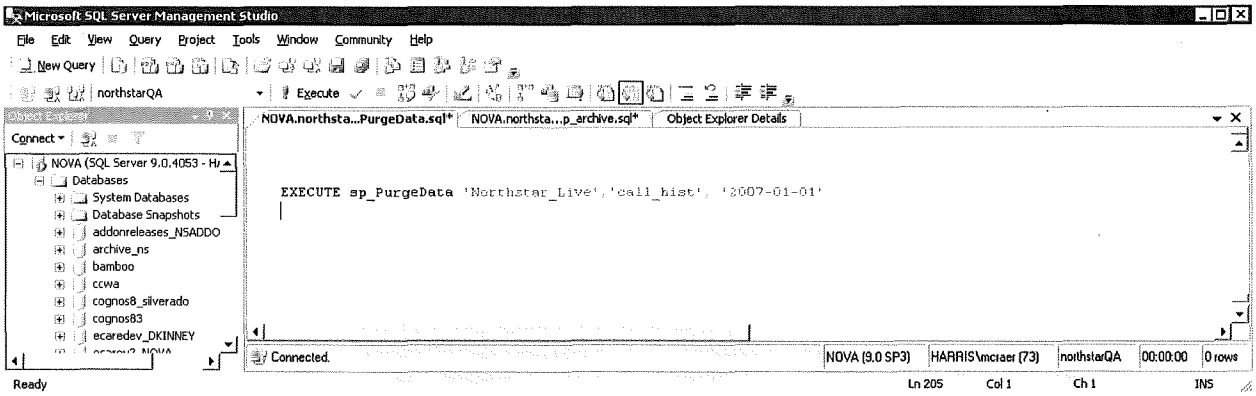
Purge Process

The purge process has been broken out by module and allows the user to control which sets of tables are purged.

Arguments:
1. Database name
2. Table grouping, the names of the groups are as follows:

call_hist
billing_hist
reading_hist
comment_hist
audit_events
ticklers

3. Purge date



In the example above all tables in the call history group will be purged on the NorthStar_Live database prior or equal to 2007-01-01. You don't need to be running the procedure from the database where you are purging, as long as it is on the same server you are currently connected to.

Purge Finalled Accounts

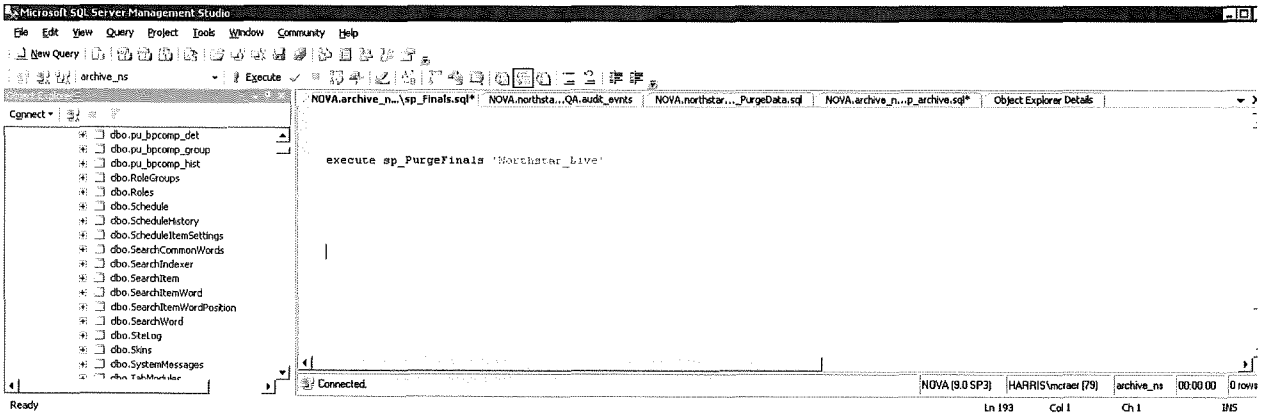
This stored procedure will delete all accounts, services and history from any accounts that meet **ALL** of the following criteria:

1. All services on the account are finalled
2. All services on the account have a zero balance
3. The account has a zero balance on deposits (if any)

For those accounts that pass the above tests the stored procedure will remove all history , deposit, payment plan, service and account information for that account, occupant combination.

This procedure should only be run after the above purge procedure has been run.

There is only one argument that needs to be passed in, the name of the database.



12 APPENDIX D – SAMPLE CHANGE ORDER

ORGANIZATION NAME: CITY OF SANTA CLARA, CA

Vendor: NorthStar Utilities Solutions; a Division of Harris Computer Systems

Date:

Change Order Number: XX

Project Description: NorthStar Upgrade Project

Requested By: City of Santa Clara, CA Project Manager

Scope of Change Requested:

-

Assumptions and Other Requirements:

-

Reason for Change Request:

-

Start Date:

Cost Impact ☐ No Cost Impact

☐ Cost Increase of

☐ Cost Decrease of

Schedule Impact

QUOTATION & PAYMENT TERMS	NOTES AND ATTACHMENTS
- XX % due on signing -	

A signature below will serve as authorization to proceed with this quotation. Please sign and return this by fax to: 613-482-4874.

Approval (signature and date):

City of Santa Clara Approval _____

City of Santa Clara Project Manager _____

NorthStar Project Manager _____

Change is ☐ ***Approved*** ☐ ***Denied*** ***Date*** _____

Statement of Work

City of Santa Clara

Core Automation Suite Subscription

NORTH|STAR™
UTILITIES SOLUTIONS

Prepared for:
City of Santa Clara, CA
August 17, 2017
Version 2.1

SOW VALID UNTIL: November 17, 2017

Revision Control

Document Title: City of Santa Clara – Harris NorthStar – Core Automation Suite Subscription SOW
Author: NorthStar Professional Services
File Reference: City of Santa Clara - Harris NorthStar - **Core Automation Suite Subscription SOW**.Docx

Version	Date	Author	Details / Comments
Version 1.0	2016/02/09	Carrie Lawlor	Version 1
Version 1.1	2016/06/13	Mary Lee Whitehead	Edits as per Santa Clara review
Version 1.2	2017/08/08	L Faulker	Inclusion of Terms and Conditions
Version 2.1	2017-08-17	L. Faulkner	Change of Format. City Exhibit A and NS Sow moved per Santa Clara's instruction. Milestone page removed. Version # and dates updated.

1 LICENSE – CORE AUTOMATION SUITE

1.1.1 Grant of Licenses

a. Subject to the terms and conditions herein, NorthStar hereby grants to Santa Clara a Corporate, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the NorthStar CIS computer system (the "License") in consideration for the payment of the License fees. All Releases installed by Santa Clara are subject to this License. This License and the other terms and conditions related to this License do not apply to Third Party Software.

b. Santa Clara may duplicate Documentation, at no additional charge, for Santa Clara's permitted uses so long as all required proprietary markings are retained on all duplicated copies.

c. As between NorthStar and Santa Clara, NorthStar reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

d. Any Software furnished by NorthStar in machine-readable form may be copied in whole or in part by Santa Clara for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to Santa Clara's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. Santa Clara agrees that the original copy of all Software furnished by NorthStar and all copies thereof made by Santa Clara are and at all times remain the sole property of NorthStar.

e. Any License granted under this SOW permits Santa Clara to: (i) use the Software for its City billing and related purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as Santa Clara deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software. Access to and use of the Software by independent contractors of Santa Clara shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by NorthStar in advance of the independent contractors' access to the Software. Santa Clara shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.

f. Software is licensed for use by the current number of NorthStar CIS users and on the current operations of Santa Clara. Any change in the number of users of NorthStar CIS or a material increase in the Santa Clara's business, such as through acquisition of another City, would require additional licensing.

g. Santa Clara may purchase additional Software Licenses at the time such Licenses become necessary at NorthStar's then current prices and terms.

1.1.2 Term of License

The Subscription license commences at completion of milestone 4, User Acceptance Testing sign off. The initial term of this SOW is 3 years and Santa Clara cannot terminate the subscription within the 3 year term. The Subscription may be renewed annually thereafter.

1.1.3 Restrictions on Use

a. Santa Clara shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with Santa Clara's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software; (iv) rent, lease, lend, license, sell or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Santa Clara shall be wholly liable to NorthStar for any misuse of the Software and these restrictions are absolute except as and only to the extent that this SOW may expressly permit Santa Clara to do otherwise

b. The Software and related materials supplied by NorthStar are protected by copyright and trademark laws. The Software is licensed and may not be resold by Santa Clara. Any rights not expressly granted herein are reserved. Santa Clara may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by NorthStar.

1.1.4 Ownership of Software & Confidential Information

a. Santa Clara acknowledges that the Software contains proprietary information and Confidential Information of NorthStar which shall, at all times, remain the property of NorthStar.

b. Santa Clara will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

c. In order to assist NorthStar with the protection of its proprietary information and Confidential Information and to enable NorthStar to ensure that Santa Clara is complying with its obligations, Santa Clara shall permit NorthStar to visit during normal business hours any premises at which the Software is used or installed and shall provide NorthStar with access to its Software. NorthStar shall provide Santa Clara with reasonable notice of any such audit.

1.1.5 Ownership & Disposition of Documents

b. All materials and documents which were developed or prepared by NorthStar for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of NorthStar. The parties agree that no materials or documents are being created for Santa Clara by NorthStar under this SOW as of the effective date.

2 CORE AUTOMATION SUITES WORKFLOW

GL Archive Workflow

- NorthStar's GL Archive workflow is designed to run the full GL Archive process from Load and File Create through to running the GL Report and Interface Posting Archive. The workflow can be scheduled to run at night, eliminating the need to coordinate running the Archive process with resources performing live activities. The integration file to the financial system is available automatically and users begin balancing activities immediately upon open of day. Users can spend more time analyzing GL transactions rather than waiting for them to process.

AP Archive Workflow

- NorthStar's AP Archive workflow is designed to run the full AP Archive process from Load and File Create through to running the AP Report and AP Archive. The workflow is scheduled to run at night, eliminating the need to coordinate running the Archive process with resources running Refund Journals during daily processing. The integration file to the Accounts Payable system is available automatically and Accounts Payable Clerks can begin processing customer refunds immediately at start of day.

Financial Reporting Bundle

- NorthStar's Financial Reporting Bundle includes the following NorthStar reports:
  - Trial Balance By Service/Trial Balance By Account
  - Summary Trial Balance By Account
  - Accounts Deposit Listing
  - Customer Deposit Listing
  - Aging Report
  - A/R Aging Report By Service/A/R Aging Summary
- The reporting bundle is scheduled to run at night, eliminating the need to coordinate running financial reports and processes with resources performing live activities. Users begin balancing activities immediately upon open of day, freeing up several hours of time wasted waiting for the processes to run. Users can spend more time analyzing Financial reports rather than waiting for them to process

Meter Reading Workflow

- NorthStar's Meter Reading Automation workflow automatically runs the Reading Load based on a Customer's predefined reading requirements, as generally defined in NorthStar's Meter Reading Schedule. The Import File Creation and Export file Translation are automatically processed, allowing the Automation Platform to generate the Meter Reading Verification report, saving the report for exceptions handling. Scheduling meter readings in advance and allowing NorthStar to load the meters and create the Import file(s) can increase reliability and decrease dependence on individuals. Files can be processed overnight so meter readers can begin reading their routes first thing in the morning. Once the reads have been completed, let the workflow bring the reads back into NorthStar and have the verification reports ready and waiting at the earliest possible moment. No wasted time and issues resolved more quickly leads to more efficient billing!

Billing Workflow

- NorthStar's Billing workflow automates the processing tasks associated with billing. This includes calculating the bills upon transferring to billing and generating the Verification Listing as well as completing the final steps of Journal Print and Post. Automating the various steps of a batch can result in less load on NorthStar during business hours as well as more appropriate use of the Billing Department's time. Calculation and verification listings can be completed automatically and be made available for review upon completion. Journal print and post can be sequenced to run prior to G/L automation to ensure that the day's activity is included in the correct G/L interface file. Automating these processes results in billers being able to concentrate on exceptions processing rather than waiting for processes to run.

Pre-Authorized Payment Workflow

- NorthStar's Pre-Authorized Payment Automation workflow automatically processes your pending Pre-Authorized payments by transferring them to cash, printing and archiving your Cashiering Journal Print and posting payments to customer's accounts on the applicable payment date. Automating the processing of Pre-Authorized payments ensures payments are posted directly to customer's accounts on the due date without having to maintain external schedules or calendar reminders to manually post. The process can be scheduled to run at night so the payments are posted immediately at start of day. This reduces conflicts with Collection activities as well as the incidence of incorrectly applied interest charges or late fees, and the resulting reversals.

Lockbox Payment Workflow

- NorthStar's Lockbox Payment workflow automatically processes your Lockbox Import. The import is then followed by printing and archiving the Pre-Transfer Listing, transferring the payments to cash, printing and archiving the Cashiering Journal and Posting payments to customer's accounts. Automating the Lockbox process ensures payments are posted to accounts in a timely fashion. The process can be configured to run at night and throughout the day ensuring payments are posted prior to Credit Control loads running, reducing conflicts with Collection activities as well as the incidence of incorrectly applied interest charges or late fees, and the resulting reversals. Automating this process also frees up users to handle Lockbox Transfer exceptions and contact customers who may be using incorrect banking information on their payments.

Web Payment Workflow

- NorthStar's Web Payment workflow automatically processes your Web Payment Transfer to Cashiering. The transfer is then followed by printing and archiving the Cashiering Journal and Posting payments to customer's accounts. Automating the Web Payment process ensures payments are posted to accounts in a timely fashion. The process can be configured to run at night ensuring payments are posted prior to Credit Control loads running, reducing conflicts with Collection activities as well as the incidence of incorrectly applied interest charges or late fees, and the resulting reversals. Automating this process also frees up users to concentrate on walk in customer traffic and handling exceptions such as misapplied payments.

Credit Control Workflow

- NorthStar's Credit Control Automation workflow creates Credit Control batches and runs the Aging or Auto Load within Credit Control, loading delinquent accounts into the Credit Control Batch for exceptions and collections processing. By running the process at night, users are unaffected by the load and conflicts with payment processing are avoided. Credit resources can immediately begin exceptions and collections handling upon open of business day resulting in earlier Notice delivery and/or disconnections. Best of all,

the Credit Department will be freed up to concentrate on Customer Service rather than monitoring the process.

Write Off Workflow

- NorthStar's Write Off workflow includes the automation of the Write Off process. Creation of the Write Off batch, loading the accounts, creating and saving the journal and posting the transactions are all available with this workflow. The Write Off process can be configured to run at a predefined time such as at month end, and for various scenarios such as credit balances, small balances write off etc.. The Write Off workflow allows Utilities to define the required parameters and load the accounts with no manual intervention required. The remaining tasks, the Journal Print and Post processes are also included in this workflow. By automating the Write Off process users spend less time completing this manual process and can be more proactive in their collection efforts to minimize bad receivables moving forward.

Reverse Write Off Workflow

- NorthStar's Reverse Write Off workflow includes the automation of the Reverse Write Off process. Creation of the Reverse Write Off batch, loading the accounts, creating and saving the journal and posting the transactions are all available with this workflow. By configuring the Reverse Write Off workflow to automatically run on a predefined schedule you eliminate the need to track and communicate bad debt payments manually. Payments through Lockbox or the Web are identified for reversal automatically with no manual intervention. Automate your write off reversals to ensure you are recovering your bad debt expense in a timely fashion.

Balance Transfer Workflow

- NorthStar's Balance Transfer Workflow creates Balance Transfer batches, loading accounts using the Filtered Method. The process identifies accounts with like Debtor Numbers to move balances between. Final steps of the rule include generating and saving the Journal and Posting the transactions to the individual accounts. This workflow is typically configured to run for credit balance transfers after posting Final Billing and once per month for debit balance transfers. Automating this process frees up both system and human resources to other tasks that require human intervention and allows NorthStar to handle the process outside of normal business hours.

Late Payment Journal Workflow

- NorthStar's Late Payment Workflow automatically loads accounts for Late Payment processing. The workflow loads accounts and is followed by generating and archiving the Late Payment Journal and Posting Late Payment to customer's accounts. The process can be configured to run over night to ensure Late Payment appears on accounts immediately at start of business day, providing accurate cash and collections balance amounts.

Overdue Interest Journal Workflow

- NorthStar's Overdue Interest Workflow automatically loads accounts for Overdue Interest processing. The workflow loads accounts and is followed by generating and archiving the Overdue Interest Journal and Posting Overdue Interest to customer's accounts. The process can be configured to run over night to ensure Overdue Interest appears on accounts immediately at start of business day, providing accurate cash and collections balance amounts.

Deposit Interest Workflow

- NorthStar's Deposit Interest Workflow automatically loads accounts into the Refund Journal for Deposit Interest processing. The workflow loads accounts and is followed by generating and archiving the Deposit Interest Refund Journal and Posting Deposit Interest to customer's accounts. This workflow is scheduled to run at night at month/year end eliminating the need to wait for the interest to be posted prior to beginning balancing activities. It also frees up time wasted waiting for the processes to run allowing users to spend more time on analyzing month/year end financial reports and results.

Deposit Refund Workflow

- NorthStar's Deposit Refund Workflow automatically loads accounts into the Refund Journal for Deposit Refund processing based on predefined refund requirements. The workflow loads accounts and is followed by generating and archiving the Deposit Refund Journal and Posting Deposit Refunds to customer's accounts. The workflow can run on a predefined schedule and will load and process accounts that are eligible for refund based on the Utility's refund rules. Automating this process frees up reps to concentrate on collection of deposits from poor paying customers and other collection processes requiring much more manual intervention and attention.

Credit Refund Workflow

- NorthStar's Credit Refund Workflow automatically loads accounts into the Refund Journal for Credit Refund processing. The workflow loads credit balance accounts for refund and is followed by generating and archiving the Credit Refund Journal and Posting the refunds to customer's accounts. The Credit Refund workflow is typically configured to automatically run after Final Billing post and the Balance Transfer Program has been run. The process is configured to locate final accounts with a remaining credit to be refunded through Accounts Payable. Automating this process frees up both system and human resources to other tasks that require human intervention and allows NorthStar to handle the process outside of normal business hours.

Reverse from Balance History Workflow

- NorthStar's Reverse from Balance History Workflow allows users to select Late Payment, Overdue Interest (from OI Journal) or Extra Charges to reverse from a customer's account. The process automatically loads the reversing entry into the Extra Charge Journal and can run the process through to post. The Reverse from Balance History workflow allows users to perform on demand reversals of Late Payment, Overdue Interest (from OI Journal) or Extra Charge entries. The process immediately updates the customer's account, ensuring an accurate balance for cash and collection purposes. The process is easy and streamlined, allowing CSRs to process the adjustment with a simple right click of the mouse.

Automation Platform Maintenance Workflow

- NorthStar's Automation Platform Maintenance workflow purges and archives the Event and Payload data that is used by and/or generated through the various rules in use by the Automation Platform. The Automation Platform Maintenance workflow ensures the automation tables maintain a reasonable size and that remaining data is easily accessible to the rules and workflows that require it. Regular maintenance minimizes performance issues due to volume of data ensuring workflows run smoothly and without interruption.

3 FEES & PAYMENT SCHEDULE

3.1 Subscription Fees

Core Automation Suite Subscription			
Year 1 subscription fee		$15,000	$15,000
Year 2 subscription fee		$15,525	$15,525
Year 3 subscription fee		$16,068	$16,068

The Subscription license commences at completion of milestone 4, User Acceptance Testing sign off. The initial term of this SOW is 3 years and Santa Clara cannot terminate the subscription within the 3 year term. The Subscription may be renewed annually thereafter.

4 TERMINATION

Unless NorthStar and/or Santa Clara exercises its right to terminate this SOW during the implementation stage due to material breach or default, NorthStar must provide, and Santa Clara must purchase, services from NorthStar for the items defined within this SOW.

If Santa Clara and/or NorthStar exercises its right to terminate this SOW during implementation stage due to material breach or default

Santa Clara's obligation includes the following:

1. Return the software to NorthStar and certify, under the hand of a duly authorized officer of Santa Clara, that all copies of the software or any part thereof, in any form, within the possession or control of Santa Clara have been returned to NorthStar. (if applicable)
2. Complete payment for services performed and expenses incurred prior to termination including:
    a. Any amounts previously invoiced but unpaid;
    b. Fees for services performed through the termination date which has not been invoiced; and
    c. Any approved travel and living costs.

NorthStar's obligation includes the following:

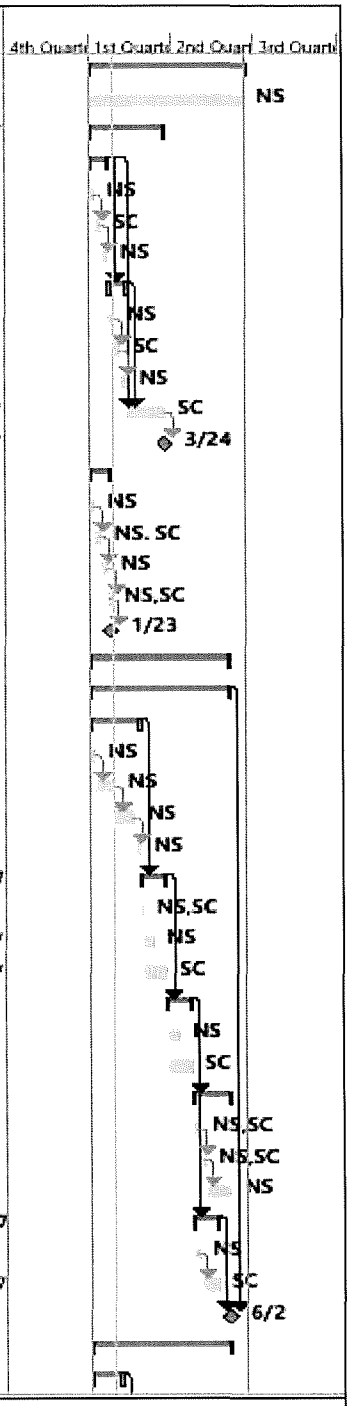
1. Refund to Santa Clara any fees that have not been earned under this SOW through the termination date.

Under no circumstances shall NorthStar be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if NorthStar has been

advised of the possibility of such damages. In any event, NorthStar shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by NorthStar under this statement of work.

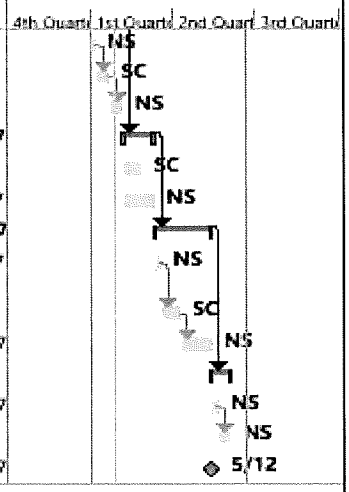
APPENDIX E – SAMPLE IMPLEMENTATION PROJECT PLAN

ID	Task Name	Duration	Start	Finish
1	**Santa Clara NS Upgrade & Core Automation Suite**	**123 days**	**Jan 2 '17**	**Jun 21 '17**
2	General PM and oversight	123 days	Jan 2 '17	Jun 21 '17
3	**Archive & Purge Project**	**60 days**	**Jan 2 '17**	**Mar 24 '17**
4	**Archive**	**15 days**	**Jan 2 '17**	**Jan 20 '17**
5	Plan, install & run in TEST	1 wk	Jan 2 '17	Jan 6 '17
6	Customer review & approval	1 wk	Jan 9 '17	Jan 13 '17
7	Install & run in Production	1 wk	Jan 16 '17	Jan 20 '17
8	**Purge**	**15 days**	**Jan 23 '17**	**Feb 10 '17**
9	Plan, install & run in TEST	1 wk	Jan 23 '17	Jan 27 '17
10	Customer review & approval	1 wk	Jan 30 '17	Feb 3 '17
11	Install & run in Production	1 wk	Feb 6 '17	Feb 10 '17
12	User Acceptance	30 days	Feb 13 '17	Mar 24 '17
13	Archive & purge project complete	0 days	Mar 24 '17	Mar 24 '17
14	**Utilization Review Project**	**16 days**	**Jan 2 '17**	**Jan 23 '17**
15	Preparation	1 wk	Jan 2 '17	Jan 6 '17
16	Onsite review	1 wk	Jan 9 '17	Jan 13 '17
17	Produce document	1 wk	Jan 16 '17	Jan 20 '17
18	Remote follow-up session	1 day	Jan 23 '17	Jan 23 '17
19	Utilization review project complete	0 days	Jan 23 '17	Jan 23 '17
20	**Upgrade Project**	**110 days**	**Jan 2 '17**	**Jun 2 '17**
21	**Test and Live Instance**	**110 days**	**Jan 2 '17**	**Jun 2 '17**
22	**Preparation**	**40 days**	**Jan 2 '17**	**Feb 24 '17**
23	Install NS and add-ons	1 wk	Jan 2 '17	Jan 6 '17
24	Review custom mods & integrations	3 wks	Jan 9 '17	Jan 27 '17
25	Develop site-specific tests scripts	3 wks	Jan 30 '17	Feb 17 '17
26	Confirm solution is ready for UAT	1 wk	Feb 20 '17	Feb 24 '17
27	**System acceptance testing**	**20 days**	**Feb 27 '17**	**Mar 24 '17**
28	NS orientation session	1 day	Feb 27 '17	Feb 27 '17
29	Onsite testing support	2 wks	Feb 27 '17	Mar 10 '17
30	User acceptance testing	4 wks	Feb 27 '17	Mar 24 '17
31	**User Acceptance testing**	**20 days**	**Mar 27 '17**	**Apr 21 '17**
32	Onsite testing support	2 wks	Mar 27 '17	Apr 7 '17
33	System acceptance testing	4 wks	Mar 27 '17	Apr 21 '17
34	**Go-live**	**30 days**	**Apr 24 '17**	**Jun 2 '17**
35	Go-live rehearsal	1 wk	Apr 24 '17	Apr 28 '17
36	Go-live cutover	1 wk	May 1 '17	May 5 '17
37	Post go-live support	20 days	May 8 '17	Jun 2 '17
38	**Dev Instance**	**20 days**	**Apr 24 '17**	**May 19 '17**
39	Install NS and add-ons	1 wk	Apr 24 '17	Apr 28 '17
40	UAT	3 wks	May 1 '17	May 19 '17
41	Upgrade project complete	0 days	Jun 2 '17	Jun 2 '17
42	**Automation Platform Project**	**110 days**	**Jan 2 '17**	**Jun 2 '17**
43	**Install & configure**	**25 days**	**Jan 2 '17**	**Feb 3 '17**



Page 1

ID	Task Name	Duration	Start	Finish
44	Deploy to Dev environment	1 wk	Jan 2 '17	Jan 6 '17
45	Review & complete checklists	2 wks	Jan 9 '17	Jan 20 '17
46	Configure per checklists	2 wks	Jan 23 '17	Feb 3 '17
47	**User acceptance testing**	**25 days**	**Feb 6 '17**	**Mar 10 '17**
48	User acceptance testing	3 wks	Feb 6 '17	Feb 24 '17
49	Refinements and changes	5 wks	Feb 6 '17	Mar 10 '17
50	**System acceptance testing**	**45 days**	**Mar 13 '17**	**May 12 '17**
51	Install & configure AP's in Test environment	1 wk	Mar 13 '17	Mar 17 '17
52	System acceptance testing	3 wks	Mar 20 '17	Apr 7 '17
53	Refinements and changes	5 wks	Apr 10 '17	May 12 '17
54	**Go-live**	**15 days**	**May 12 '17**	**Jun 2 '17**
55	Install & configure in Live environment	1 wk	May 15 '17	May 19 '17
56	Post go-live support	2 wks	May 22 '17	Jun 2 '17
57	Automation platform project complete	0 days	May 12 '17	May 12 '17



AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NORTHSTAR UTILITIES SOLUTIONS

EXHIBIT B

FEE SCHEDULE

Contractor shall bill at the rates and upon the schedules set forth in the two "Statement of Work" documents attached to Exhibit A, and such payment are expressly subject to section 34 of the Agreement, entitled "Retention."

In no event shall the amount billed to City by Contractor for services under this Agreement exceed two hundred seventy-six thousand six hundred forty eight ($276,648.00), subject to budget appropriations.

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NORTHSTAR UTILITIES SOLUTIONS

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must contain a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds (General Liability and Auto Liability policies only). City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing (General Liability and Auto Liability policies only). Each insurance policy provided by Contractor shall contain language or be

endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation. The Commercial General Liability policy shall contain language or be endorsed to reflect that, in the event of cancellation, thirty (30) days written notice will be given to City.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Finance Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NORTHSTAR UTILITIES SOLUTIONS

EXHIBIT D

ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA

Termination of Agreement for Certain Acts.

A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:

1. If a Contractor[1] does any of the following:

   a. Is convicted[2] of operating a business in violation of any Federal, State or local law or regulation;

   b. Is convicted of a crime punishable as a felony involving dishonesty[3];

   c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;

   d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,

   e. Made (or akes) any false statement(s) or representation(s) with respect to this Agreement.

[1] For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

[2] For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

[3] As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

B. The City may also terminate this Agreement in the event any one or more of the following occurs:

1. The City determines that Contractor no longer has the financial capability[4] or business experience[5] to perform the terms of, or operate under, this Agreement; or,

2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.

C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

---

[4] Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

[5] Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

AGREEMENT FOR THE PERFORMANCE OF SERVICES BY AND BETWEEN THE CITY OF SANTA CLARA, CALIFORNIA, AND NorthStar Utilities Solutions

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

NorthStar Utilities Solutions
An Ontario Corporation

By: NorthStar Utilities Solutions, a division of N. Harris Computer Corporation

Signature of Authorized Person or Representative
Name: Julie Geoffroy
Title: Commercial Counsel

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.