

**AMENDMENT NO. 2
TO THE AGREEMENT FOR PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
N. HARRIS COMPUTER CORPORATION**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and N. Harris Computer Corporation, a Canadian corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California, and NorthStar Utilities Solutions", dated December 7, 2017 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated December 1, 2020, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide professional services and software related to the NorthStar Customer Information System, and the Parties now wish to amend the Agreement as Amended to increase compensation by One Hundred Eighty-Nine Thousand Five Hundred Fifty-One Dollars (\$189,551) for a revised not-to-exceed amount of Four Hundred Sixty-Six Thousand One Hundred Ninety-Nine Dollars (\$466,199) for additional work related to the Smart Energy Water integration.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Exhibit A of the Agreement, entitled "Scope of Services", is hereby amended to read as shown in First Revised Exhibit A to add services designated as "Statement of Work: Smart Energy Water Integration," attached and incorporated into this Amendment No. 2.
- 2. Exhibit B of the Agreement, entitled "Schedule of Fees", is hereby amended to read as shown in First Revised Exhibit B.

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

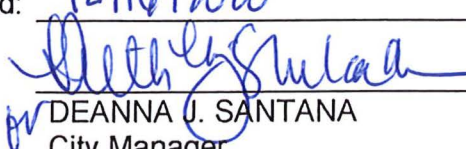
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:



BRIAN DOYLE
City Attorney

Dated:

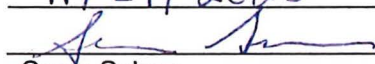
12/14/2020


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

"CITY"

N. HARRIS COMPUTER CORPORATION
a Canadian corporation

Dated: 11/24/2020

By (Signature): 

Name: Sean Sykes

Title: Vice President, Sales & Marketing

Principal Place of

Business Address: 1 Antares Dr., Nepean, ON, K2E 8C4 Canada

Email Address: ssykes2@harriscomputer.com

Telephone: (613) 226-5511

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"CONTRACTOR"

FIRST REVISED 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 proposal entitled:

1. "Statement of Work, City of Santa Clara, Northstar Version 6.4 Upgrade" dated August 17, 2017, version 2.1;
2. "Statement of Work, City of Sant Clara, Core Automation Suite Subscription" dated August 17, 2017, version 2.1; and
3. "Statement of Work: City of Santa Clara, Smart Energy Water Integration" dated July 13, 2020, version 1.5, attached and incorporated into this Amendment No. 2.



STATEMENT OF WORK:

SMART ENERGY WATER INTEGRATION

CITY OF SANTA CLARA, CA

July 13, 2020
Version 1.5

SOW VALID UNTIL: December 30, 2020

Revision Control

Document Title: City of Santa Clara – Smart Energy Water Integration SOW

Author: NorthStar Professional Services

Version	Date	Author	Details / Comments
Version 1.0	2020-07-13	Pav Sekhon	Initial version of the document.
Version 1.1	2020-08-11	Pav Sekhon	REST API only SOW, removed flat files.
Version 1.2	2020-10-06	Pav Sekhon	Inputted revisions from Santa Clara
Version 1.3	2020-10-15	Pav Sekhon	Updated to 3 weeks of UAT & removed incorrect services maintenance
Version 1.4	2020-10-28	Pav Sekhon	Revised payment milestones & added language around data refreshes.
Version 1.5	2020-11-02	Pav Sekhon	Revised license payment milestone

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1 INTRODUCTION

The City of Santa Clara, hereafter referred to as “*Santa Clara*”, requires an integration between the NorthStar CIS and the Smart Energy Water (SEW) customer portal. NorthStar has performed a discovery of the NorthStar requirements to integrate with SEW. The results of this discovery are documented within the *NorthStar SEW Discovery Report*.

The purpose of this document is to provide information on the level of effort associated with the design, development and implementation of the NorthStar SEW integration.

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 the NorthStar SEW integration implementation. 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.

Changes to this document shall be made through a change management process as described later in this SOW.

2 SERVICE DESCRIPTION

2.1 Areas within Scope

2.1.1 Implementation Scope

All implementation activities to be performed remotely, unless otherwise requested.

The scope of this statement of work is to integrate the CIS with Santa Clara's Smart Energy Water customer portal.

The integration will include:

- A data migration process to support cutover from CustomerConnect 2 to SEW, including customer/account, user, and payment information from NorthStar CIS.
- Support of SEW during their integration development with NorthStar REST API.
- Removing data from NorthStar
- Decommissioning CustomerConnect

2.1.2 Implementation Approach

A NorthStar Project Manager (PM) will be the primary point of contact for Santa Clara on the NorthStar SEW Integration implementation. 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 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 (i.e. rate of support hour consumption), resources with the City as well as any other issues that may affect the success the project.
- Regular project schedule updates as required.

2.1.3 Design & Development

2.1.3.1 Data Migration Process

- NorthStar will develop a process to migrate customer data from Santa Clara's current customer portal, NorthStar CustomerConnect 2, to SEW to populate the SEW system with an initial set of account, customer, and payment information. Four files will be provided:
 - Customer Data Migration File from NorthStar CIS
 - User Migration File from Customer Connect
 - Autopay Migration File from NorthStar CIS
 - Payment Method Migration File from NorthStar

These files will be generated from the NorthStar CIS and uploaded to Santa Clara's FTP site for processing. The two payment detail files will be encrypted before being upload to SEW's server.

- NorthStar will perform the initial data migration for validation purposes.
- NorthStar will provide user documentation to allow Santa Clara to run the data migration process on an as needed basis once the initial migration is complete.

2.1.3.2 Real-Time REST API's

The NorthStar REST API will be the vehicle by which SEW will perform the majority of interactions with the NorthStar CIS. The following APIs will be utilized for this integration:

- Query and update Account information
- Query and update Customer information
- Query Meter information
- Query Account Billing information
- Query Account Payment information
- Posting Payment information for an Account
- Query and create Service Order information for an Account

The full documentation of the NorthStar REST API will be provided in a companion document.

Collaborate with SEW and Santa Clara to define the networking infrastructure necessary for the integration to be implemented.

2.1.3.3 Removing data from NorthStar

- Removal of Banking and Credit Card details from NorthStar CIS.

2.1.3.4 Decommissioning CustomerConnect

- Stop all CustomerConnect services
- Remove all CustomerConnect code, including log files

2.1.4 NorthStar Consulting Services

- NorthStar will configure the NorthStar server to run under HTTPS using a self-signed SSL certificate. Santa Clara will secure a certificate issued by a trusted authority if it chooses.
- NorthStar will provide Santa Clara with up to 80 hours of consulting services to assist SEW with integration to the NorthStar CIS, including the documentation detailed above. If additional effort is required to assist Santa Clara and SEW with the integration design and development, Santa Clara will be notified and asked for approval in advance of NorthStar completing the incremental work.

2.1.5 Deployment

- NorthStar will deploy these migration scripts to Santa Clara's NorthStar TEST or DEV environment for data validation and acceptance testing.

2.1.6 SEW Testing and Validation

- NorthStar will provide Santa Clara with documentation on the initial execution of the data migration scripts. NorthStar will provide Santa Clara with documentation on the initial execution of the data migration scripts. NorthStar shall be involved through to production to ensure the migration scripts work and are fully documented.
- Starting with the first week through the end of Go Live activities, Contractor shall submit a document as part of the regularly scheduled touchpoints, showing status of outstanding issues, regardless of severity, including the action log with steps to resolution and a targeted completion date for all P1 issues.
- Santa Clara will have six (6) weeks to complete the initial round of data validation and solution validation testing while NorthStar remediates all priority 1 issues. After the initial round of validation testing, Santa Clara will provide sign off. NorthStar will perform a code freeze and Santa Clara will then have three (3) weeks of final User Acceptance Testing (UAT) prior to scheduling Go LIVE.

- If a project delay is encountered due to external factors outside of NorthStar's control, and testing needs to extend beyond the initial six (6) week window for UAT and subsequent three (3) week window for final 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.

2.1.7 Data Refreshes

- NorthStar will perform 2 data refreshes of the NorthStar TEST or DEV instance throughout the integration project. The initial data refresh will be performed prior to the start of data migration validation. The second data refresh will be performed upon receipt of Solution Validation Testing sign off in preparation for final User Acceptance Testing. Any requests for additional data refreshes will be considered at an additional cost/schedule impact to the project. Any requests for additional data refreshes will be considered at an additional cost/schedule impact to the project. NorthStar to ensure none of the configuration is overwritten in error. All configuration will be updated to reflect test/dev on each refresh
- Should Santa Clara choose to perform additional refreshes without NorthStar's assistance, they will need to coordinate the refresh with NorthStar to ensure none of the configuration work is overwritten in error. If a refresh occurs without NorthStar's prior knowledge and set ups need to be restored a change order will be issued for the additional effort to do so.

2.1.8 NorthStar Go LIVE Preparation

- Upon Santa Clara Acceptance sign off, NorthStar shall support SEW and Santa Clara to migrate their production data to the SEW environment.

2.1.9 NorthStar Post LIVE Support

- Provide dedicated remote support twenty (20) business days Post LIVE before transitioning Santa Clara back to NorthStar Support Services.

2.1.10 Santa Clara Responsibilities

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

1. Ensuring NorthStar has direct, dedicated remote technical connection capabilities with administration access to any server that the NorthStar applications reside on for the duration of the implementation project.
2. Conducting User Acceptance testing.
3. Leading Go LIVE activities:
 - a. Creating a web page announcing that the web portal is unavailable during the final Go LIVE data migration and disabling the page once the migration activity is complete. No payments will be posted during the maintenance window.
 - b. Performing a second data migration of customer data from CustomerConnect 2 to SEW to update the SEW system with a current set of account, customer, and payment information.
 - c. Disabling the page once the migration activity is complete. No payments will be posted during the maintenance window.
4. Santa Clara shall be responsible for providing the FTP server to be the repository of the files passed between the NorthStar CIS and SEW portal.

2.1.11 Project Completion Criteria

The Project is deemed completed once the NorthStar SEW integration has been deployed to the live environment for twenty (20) 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.

In the event that the parties are not aligned on the issue priority designation related to P1 vs P2 issues, an escalation between NorthStar's PM and Santa Clara's PM will be scheduled before the end of the following business day.

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

2.2 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 project include:

- Adding any new APIs that have not been identified in the *SEW Integration Discovery*.

3 ESTIMATED TIMELINE

The estimated duration of this project is approximately 5 months upon commencement of project work. Project start dates are assigned at the earliest available period upon receipt of fully executed contracts. The possibility and feasibility of a reduced duration will be evaluated during the Customer Preparation phase as it will depend on availability of resources and involvement of Santa Clara and SEW. Adherence to the project plan and timeline is critical. NorthStar will prepare a formal project plan and timeline. Santa Clara will review, provide comments on, and provide NorthStar with approval of the project plan and timeline.

Timeline	Phase Activities
Month 1	• <i>Project Kick Off</i> • <i>NorthStar Integration Design</i> • <i>NorthStar Data Migration Script Development</i>
Month 2	• <i>Initial Data Refresh of non-production instance</i> • <i>NorthStar Data Migration Script Development & Deployment</i> • <i>Data Migration Validation Testing</i> • <i>SEW Development Support</i>
Month 3	• <i>SEW Development Support</i> • <i>Second Data Refresh of non-production instance</i> • <i>User Acceptance Testing</i>
Month 4	• <i>User Acceptance Testing</i> • <i>Go LIVE Preparation</i> • <i>Go LIVE Data Migration</i> • <i>Post Go LIVE Support</i>
Month 5	• <i>Post Go LIVE Support</i>

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 4 Change Management Process. These factors include:

- **Project Resourcing:**
 - In the event that Santa Clara staff is unable to be dedicated to the agreed upon project plan, resulting in an extension of the timeline, NorthStar will evaluate the need for a Change Order for additional Project Management and dedicated support services to extend the project timeframe.

4 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, Customer 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 Customer acceptance or rejection of the Change Order, NorthStar will not perform the proposed change.

5 FEES & PAYMENT SCHEDULE

5.1 Fees

NorthStar shall perform the services set forth herein on a firm fixed cost basis as set forth in this SOW.

NorthStar SEW Integration Implementation		
<i>Licenses</i>		<i>Maintenance*</i>
REST API Enterprise License for SEW Integration	\$67,410	\$16,900
<i>Professional Services</i>		
- Project Management - Design & Development - Installation & Configuration - Acceptance Testing Support - Go LIVE Cut Over - Post LIVE Support	\$97,020	-
<i>Technology, Communication, Administration</i>	\$8,221	-
<i>Project Total</i>	\$172,651	\$16,900

*Maintenance is in addition to annual reoccurring fees.

5.2 Payment Schedule

Any mutually agreed upon change controls will be billed at \$220/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 \$172,651 USD based on fixed price plus any travel and logistics (T&L) which may be required.

Licenses

1. 100% upon provision to the City

Services

2. 40% on delivery of data migration scripts within Santa Clara's non-production environment (referenced in 2.1.3.1)
3. 40% on delivery of data files (referenced in 2.1.3.1)
4. 15% on Go LIVE of data migration to production environment (referenced in 2.1.8)
5. 5% on Implementation Project Acceptance (referenced in 2.1.8)

*** Maintenance:**

- *100% is due 30 days after software installation to non-production environment. NorthStar will prorate the maintenance based on Santa Clara's maintenance renewal term.*

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.

5.3 Travel and Living Expenses

The above mentioned fees do not include any travel and per diem expenses incurred for on-site visits required for this project.

Any travel time will be billed at \$75/hour. Santa Clara shall also pay or reimburse travel expenses plus a per diem reasonably incurred in furtherance of NorthStar duties hereunder.

6 TERMINATION

Termination of this SOW is pursuant to the Agreement between the parties entered into on or about 12/07/2017.

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.

7 PROJECT ASSUMPTIONS

The services, fees and delivery schedule for this project are based upon the following 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 project. Any proposed change to the project scope must be put into written format and be submitted to NorthStar during this project for review and consideration.

- This project 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 project lead to act as an internal resource and guide throughout this project.
- 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 project.
- 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.
- NorthStar will require local administrator rights or root access to the NorthStar servers throughout the integration project.
- Santa Clara will provide a training room complete with workstations for their staff for any required 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 project.
- Ensure all third-party software and hardware products are performing 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 except for project activities where face-to-face is deemed more effective.
- Price does not include Santa Clara approved travel and living expenses that may be required as part of the delivery of the project. (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.
- Price for this proposal is based upon Santa Clara obtaining all hardware and associated operating/database systems.

- The number and complexity of the custom modifications included in Santa Clara's current system must be fully assessed before the project schedule can be finalized as this will affect the effort in the User Acceptance Testing phase. This assessment will take place during the Implementation Preparation phase of the project.
- Ensure Santa Clara data provided is complete and clean. It is Santa Clara's responsibility to clean data if deemed required due to the identification of inaccurate entries.
- All data refreshes will be performed during regular business hours, 8:00 a.m.-5:00 p.m. EST.
- Santa Clara is responsible for preparing the underlying IT infrastructure (hardware installation, operating system, and network connectivity) and supplying the required servers based on the minimum server specifications. This must be in-place per agreed upon project plan.
- Santa Clara is responsible to provide the Testing and Production environment.

8 DOCUMENT ACCEPTANCE AND SIGNOFF

Please sign and return this to Pav Sekhon at PSekhon@harriscomputer.com.

Accepted on this day by:

City of Santa Clara, CA

NorthStar Utilities Solutions

By: _____

By:  _____

Name: _____

Name: Sean Sykes

Title: _____

Title: Vice President, Sales & Marketing

Date: _____

Date: 11/24/2020

**FIRST REVISED EXHIBIT B
FEE SCHEDULE**

1. MAXIMUM COMPENSATION

Contractor shall bill at the rates and upon the schedules set forth in the three "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 Four Hundred Sixty-Six Thousand One Hundred Ninety-Nine Dollars (466,199), subject to budget appropriations.

Statement of Work	Total
Statement of Work, City of Santa Clara, Northstar Version 6.4 Upgrade" dated August 17, 2017, version 2.1	\$230,055
"Statement of Work, City of Sant Clara, Core Automation Suite Subscription" dated August 17, 2017, version 2.1.	\$46,593
Statement of Work for Smart Energy Water Integration" dated July 13, 2020 version 1.5.	\$189,551
Maximum Compensation	\$466,199