

**AMENDMENT NO. 4
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
N. HARRIS COMPUTER CORPORATION**

PREAMBLE

This agreement ("Amendment No. 4") 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."

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) for the purpose of having Contractor provide professional services and software related to the Northstar Customer Information System;
- B. The Agreement was previously amended by Amendment No. 1, dated December 1, 2020, Amendment No. 2, dated December 16, 2020, and Amendment No. 3, dated January 1, 2024. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties now wish to amend the Agreement as Amended to increase the maximum compensation for additional work related to the integration of the utility billing system with Siemens Energy IP to facilitate Advanced Metering Infrastructure (AMI).

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. First Revised Exhibit A of the Agreement as Amended, entitled "Scope of Services," is hereby replaced with Second Revised Exhibit A, attached hereto and incorporated into the Agreement as Amended.
- 2. First Revised Exhibit B of the Agreement as Amended, entitled "Fee Schedule", is hereby deleted in its entirety and replaced with Second Revised Exhibit B, attached hereto and incorporated into the Agreement as Amended.
- 3. The Agreement as Amended is hereby amended by adding Exhibit E, entitled "Task Order Form," attached hereto and incorporated into the Agreement as Amended.
- 4. 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. 4, the provisions of this Amendment No. 4 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

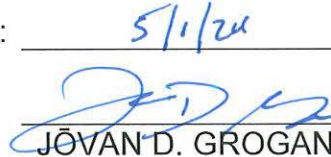
CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____



GLEN R. GOOGINS
City Attorney



JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

N. HARRIS COMPUTER CORPORATION
a Canadian corporation

Dated: 03.15.2024

By (Signature): _____

Name: _____

Title: _____

Principal Place of

Business Address: (to be filled in by City staff)

Email Address: jrahon@harriscomputer.com

Telephone: () 714-335-9700

SECOND 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 Statements of Work referenced below. These statements of work are hereby incorporated into this Second Revised Exhibit A.

1. "Statement of Work, City of Santa Clara, Northstar Version 6.4 Upgrade" dated August 17, 2017, version 2.1, attached and incorporated into the Agreement executed on December 7, 2017;
2. "Statement of Work, City of Sant Clara, Core Automation Suite Subscription" dated August 17, 2017, version 2.1, attached and incorporated into the Agreement executed on December 7, 2017;
3. "Statement of Work: City of Santa Clara, Smart Energy Water Integration" dated July 13, 2020, version 1.5, attached and incorporated into Amendment No. 2; and
4. "Statement of Work: Discovery Engagement to Discuss and Redesign the Energy IP (EIP) Integration" dated March 1, 2024, attached and incorporated into this Amendment No. 4.

**STATEMENT OF WORK:
DISCOVERY ENGAGEMENT TO DISCUSS AND REDESIGN THE ENERGY IP (EIP)
INTEGRATION**

Date: March 1, 2024
Customer: City of Santa Clara
Attention: Tim Lynch

Support Call: 2078639
Department: NS-PS
Fixed Price: \$10,857

Services Description: City of Santa Clara ("Santa Clara") has requested a Discovery engagement to discuss and redesign the Energy IP ("EIP") integration. The objective of the discovery will be to identify and evaluate the business and technical parameters that are necessary to achieve the integration of EIP with the Customer Information System (CIS) including planned upgrades to the CIS.

The purpose of the discovery will be to engage in meaningful conversation, deliberation and discussion that will help guide a path forward to set technical and business parameters which will be developed and documented.

This engagement will include but not be limited to:

- Reviewing the business requirements, exploration on the optional methods available to Santa Clara to move forward with post discovery, discussion on the possible pros and cons of different methods and document what possible technical paradigms that may exist, costs and timelines for the potential options.
- Defining the business rules for processing information coming from Santa Clara's EIP system
- Defining the interaction points between Santa Clara's EIP system and the CIS
- Defining the communication interface between Santa Clara's EIP system and the CIS
- This Discovery engagement will involve remote meetings with a NorthStar Project Manager and Solution Architect and involve power users and/or managers from Santa Clara.

Scope of Work:

- Participate in technical meetings with Santa Clara, and EIP team to understand technical requirements and explore possible options to meet integration requirements
- Review current Java Message Service (JMS) based integration to meet new requirements
- Discuss and confirm an approach method for migrating the current integration
- Review current integration to understand effort to make necessary changes to support the decided approach
- **Deliverable: Present EIP integration design recommendation and level of effort to Santa Clara for costing and signoff.**

- Consultant shall provide schedule, and status updates on Services performed during the Term.

Assumptions:

- Santa Clara will ensure the appropriate staff is available to work with NorthStar resources remotely. 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 and will be actively engaged in the discovery process.
- Quote is based on a standard 8-hour workday. If there are any changes to the hours required, scope or our understanding of the scope, the price is subject to change.
- Additional follow up or support for remote activities once site visit is complete will be submitted for approval pursuant to the terms under Additional Services in this Scope of Work.
- The consultants will work remotely and virtually with Santa Clara and will have ready access to appropriate personnel in the user departments and to the technical documentation associated with the systems.

Acceptance Terms:

Except as otherwise expressly set forth herein, this SOW is governed by the terms and conditions of Santa Clara and NorthStar Master Services Agreement dated August 22, 2017.

The work contained within this document is deemed completed and accepted once remote activity is completed and the Discovery document has been received by Santa Clara.

Price:

This is a fixed price quote of **\$10,857** based on the scope described above. If there are material changes to the scope, the price is subject to change.

Any additional scope will be submitted for authorization pursuant to the Additional Services section below and charged at a rate of \$235/hr.

Price excludes any applicable taxes.

Payment Terms:

Contractor will invoice payment milestones as follows:

- 60% on Effective Date (Deposit)
- 25% on delivery of remote Discovery Review
- 15% on delivery of Discovery Document

Invoices are due within 30 days of the receipt of invoice.
Contractor will not initiate any work until the Deposit is received.

Termination:

The City may terminate this scope of work with ten (10) days prior written notice to NorthStar. In such event, NorthStar shall have no further rights hereunder, except that NorthStar shall be paid for all Services adequately rendered prior to such termination.

Additional Services:

Any other services identified during the discovery shall be at additional cost. The City has set aside the amount of \$60,000 for such additional services associated with this scope of work. For additional services associated with this project, Contractor shall submit a scope of work in substantially the same format as Exhibit E. If approved by City, additional services that do not exceed \$60,000 will be authorized by a written Task Order in substantially the same format as Exhibit E. Additional services that exceed \$60,000 will require an amendment to this Agreement in advance of initiating work.

**SECOND 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 Second Revised 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 Five Hundred Thirty-Seven Thousand and Fifty-Six Dollars (\$537,056), 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
Statement of Work: Discovery Engagement to Discuss and Redesign the Energy IP (EIP) Integration \$10,857 Authorized by this Amendment No. 4 Up to \$60,000 may be authorized using Task Order as specified in Amendment No. 4	\$70,857
Maximum Compensation	\$537,056

**EXHIBIT E
TASK ORDER FORM**

[TITLE]

Date:
Customer: City of Santa Clara
Attention: Tim Lynch

Support Call:
Department:
Not to Exceed Price:

Services Description:

Scope of Work:

Approach:

Assumptions:

Acceptance Terms:

Except as otherwise expressly set forth herein, this SOW is governed by the terms and conditions of Santa Clara and NorthStar Master Services Agreement dated August 22, 2017.

Price:

Payment Terms:

Payment milestones to be invoiced as follows:

Termination:

Additional Services: