

SOFTWARE IMPLEMENTATION SERVICES AGREEMENT

THIS AGREEMENT made as of the ____ day of February, 2017.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

CITY OF MISSOULA, MONTANA
("Organization")

RECITALS

1. The Organization wishes to retain Harris to perform the Services (as defined herein).
2. The Organization and Harris agree to enter into three (3) separate agreements each dealing with a separate aspect of the software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) **"Agreement"** and similar expressions mean this Software Implementation Services Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **"Articles"** or **"Sections"** mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.
- (b) **"Change Order"** means any written documentation between the Organization and Harris evidencing their agreement to change particular aspects of this Agreement.

- (c) **“Completion of Services”** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- (d) **“Liberty Utilities”** – means the parent company of Mountain Water Company
- (e) **“Mountain Water Co”** – means the entity currently providing water utility billing and related functions for the City of Missoula
- (f) **“Required Programs”** has the meaning set out in Section 2.3(b) hereof.
- (g) **“Scope of Work”** means the scope of work appended hereto as Schedule “A” delineating, among other things, the Services that will be provided by Harris to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.
- (h) **“Services”** has the meaning set out in Section 2.1 hereof.

To the extent that a capitalized word is used in this Agreement, should it not be properly defined in this Agreement then it shall have the meaning attributed to it in the Software License Agreement executed concurrently with this Agreement. Any discrepancy between a defined term in this Agreement and one in the Software License Agreement shall be resolved in favour of the definition in this Agreement, to the extent that there is an inconsistency.

1.2 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule “A” -	Scope of Work
Schedule “B” -	Fee Structure
Schedule “C” -	Affirmative Action/EEO Policy
Schedule “D” -	CIS Infinity V3 – Data Conversion Approach

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

**ARTICLE II
CONSULTING SERVICES**

2.1 Harris's Services

In order to achieve the Completion of Services, Harris agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization:

- (a) Oversee and implement the conversion from the Organization's existing software applications to Harris's Software.
- (b) Install the Software and perform necessary set up and configuration operations.
- (c) Provide training.
 - (i) Harris recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructors.
 - (ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.
 - (iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.
 - (iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Organization will be billed for any non-recoverable direct costs incurred by Harris that result from a cancellation by Organization with fourteen (14) days or less of scheduled on-site Services. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris's then current schedule permits. Harris is not responsible for any delay in Organization's project resulting from Organization's cancellation of Services. If upon Harris arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by Harris, then the Organization will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by Harris. If additional Services are required because the Organization was not adequately prepared, Harris will provide a Change Order to the Organization for the additional Services.
- (d) The Scope of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties. To the extent that the Scope of Work more explicitly details the Services or the obligations of a party, then those details shall prevail over any other

document that is less explicit. Any warranties or representations on the part of Harris in the Scope of Work are not binding on Harris and are merely provided for information purposes; the only warranties and representations provided by Harris in respect of the Services and this Agreement are found in Article III .

2.2

Performance by Harris

- (a) Manner of Performance -- Harris shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.
- (b) Harris's Discretion -- Harris shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. Harris will communicate openly with the Organization on its methodology, manner and means.
- (c) Conduct on Organization's Premises -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. Harris agrees, while working on the Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information. Harris agrees that when it is working on the Organization's premises, its personnel shall observe the Organization's administrative and ethics codes relating to the security, access or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.
- (d) Inquiries by Organization -- Harris shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.
- (e) Independence -- As an independent consultant, Organization retains Harris on an independent contractor basis and not as an employee.
- (f) Coordination of Services -- Harris agrees to work closely with Organization staff in the performance of Services and shall be available to Organization's staff, consultants, and other staff at all reasonable times.
- (g) Maintenance and Inspection -- Harris shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Harris shall allow a representative of Organization, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created, pursuant to the Agreement. Harris shall allow inspection of all work, data, documents, proceedings, and activities related to the agreement for a period of two (2) years from the date of final payment under this Agreement unless Harris is required to maintain such records pursuant to any law or regulation.

- (h) Required Licenses: Harris agrees to maintain all required licenses including a business license for the City of Missoula if applicable.
- (i) Non-discrimination and Affirmative Action: Harris agrees that all hiring by Harris of persons performing this Agreement will be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications. Harris further agrees to comply with the Organization's Affirmative Action policy attached hereto as Schedule C.
- (j) Insurance Coverage. Harris shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, the following insurance coverage in the following amounts, at a minimum:
 - (i) General Liability shall be on an occurrence basis (as opposed to claims made basis). Minimum limits and structure shall be:

(A) Products Comp/Op Aggregate:	\$2,000,000
(B) Personal & Adv. Injury:	\$1,500,000
(C) Each Occurrence:	\$1,500,000
(D) Fire Damage:	\$ 100,000

2.3 Performance by Organization

- (a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services.
- (b) Required Programs -- The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in Schedule "A" of the Software License Agreement, and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Organization further acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If the Organization has not properly installed the Required Programs on hardware of sufficient quality, condition and repair, Harris shall have the right to suspend the Services

and the related scheduled time frames until these issues have been dealt with by Organization sufficiently and to Harris's reasonable satisfaction.

- (c) Project Manager -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.
- (d) Additional Organization Obligations
 - (i) Organization shall install all Updates within a reasonable period of time of Organization's notification of their availability. However, any fix or correction designated as "critical" by Harris shall be implemented by Organization within thirty (30) days of notification to the Organization by Harris of its availability.
 - (ii) Organization shall notify Harris of suspected defects in any of the Software supplied by Harris. Organization shall provide, upon Harris request, additional data deemed necessary or desirable by Harris to reproduce the environment in which such defect occurred.
 - (iii) Organization shall allow the use of online diagnostics on the Software supplied by Harris to Organization, if required by Harris during problem diagnosis. Organization shall provide to Harris, at Organization's expense, access to the Designated Computer System via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).
 - (iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Harris manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Harris and Organization, Organization agrees that such personnel will be trained by Harris or Organization within fifteen (15) days of determination. If Organization desires Harris to perform the required training then Harris shall be compensated in accordance with this Agreement.
 - (v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide Harris with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.
 - (vi) Organization shall have the sole responsibility for:
 - (A) the performance of any tests it deems necessary prior to the use of

the Software.

- (B) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
- (C) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
- (D) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Software.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Warranty

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

Harris shall have no liability hereunder if the Organization has modified the Software in any manner without the prior written consent of Harris.

3.2 No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Harris does not represent or warrant and the Organization acknowledges that there are no further representations or warranties, whether express or implied, including any warranties regarding the merchantability of the Services nor for any outcome.

ARTICLE IV FEES AND PAYMENTS

4.1 Fees and Payments

- (a) The Organization agrees to pay Harris total fees as delineated in Schedule "B". The fee structure and payment schedule is outlined in the attached Schedule "B".
- (b) During the term of this Agreement, Harris shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Harris shall be due and payable upon receipt thereof by Organization.

- (c) The Organization shall reimburse Harris for (1) its direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of \$75.00 per hour; (3) a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); (4) a mileage charge based on the current Internal Revenue Service recommended rate per mile; and (5) all other reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in Section 4.1 (a).
- (d) In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.
- (e) Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the delivery of the Services described in this Agreement shall be paid by Organization and are excluded from a the prices listed in Schedule "B" and such sums (including the payment of the taxes) shall be due and payable to Harris upon receipt of an invoice. Any taxes levied after delivery of the Services described in this Agreement shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.

4.2 Change Orders

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.

**ARTICLE V
REMEDIES AND LIABILITY**

5.1 Remedies and Liability

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and Harris recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and Harris'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.
- (c) EXCEPT FOR DAMAGES ARISING OUT OF (a) DAMAGE TO TANGIBLE PROPERTY OR (b) INJURY OR DEATH TO PERSONS, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF HARRIS TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID BY ORGANIZATION TO HARRIS PURSUANT TO THE RELEVANT STATEMENT OF WORK.
- (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

5.2 **Intent**

The parties agree that the limitation of liability as set out in Section 5.1 above shall apply under any circumstances (including as a result of a default under this Agreement, a tort related claim or breach of contract). For the purposes of Section 5.1 only, a party relying on the limitation of liability shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates.

5.3 **Remedies**

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of Harris arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VI GENERAL

6.1 **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, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

6.2 **Confidentiality**

- (a) Duty Owed to the Organization -- Harris acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, Harris agrees:
- (i) to maintain this information in confidence;
 - (ii) not to use this information other than in the course of this Agreement;
 - (iii) not to disclose or release such information except on a need-to-know only basis;
 - (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of Harris; and

- (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

6.3 Termination

- (a) Except for those terms that explicitly survive the expiration or termination of this Agreement, this Agreement shall expire upon the Completion of Services. The parties may at any time revive this Agreement so that it may be used in relation to a new Scope of Work.
- (b) If Harris should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify Harris in writing of such default (a “Default Notice”). Upon receipt of a Default Notice, Harris must either correct the default at no additional cost to the Organization, 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 Harris 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 Organization 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 Harris of only that part of the fee earned by Harris for those Services performed up to the time of communication of such notice of termination to Harris.
- (c) If the Organization should fail to comply with its obligations under this Agreement, Harris must notify the Organization in writing of such default (a “Default Notice”). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to Harris, 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 Organization 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, Harris may terminate the whole of this Agreement and in such case the Organization will be responsible for payment to Harris of only that part of the fee earned by Harris 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 Organization.
- (d) The termination of this Agreement prior to the Completion of Services shall result in the concurrent termination of the Support and Maintenance Agreement and of the Software License Agreement. The termination or expiration of this Agreement following the Completion of Services shall not affect the rights of either party in

either the Support and Maintenance Agreement or the Software License Agreement.

6.4 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

6.5 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the Organization, to:

City of Missoula
435 Ryman St.
Missoula, MT 59802
Attention: Dale Bickell, Chief Administrative Officer
Carl Horton, Director of Information Technology
Telephone: (406) 552-6001

Each party may change its particulars respecting notice, by issuing notice to the

other party in the manner described in this Section 6.5.

6.6 **Assignment**

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.

6.7 **Reorganizations**

The Organization acknowledges that where a “Reorganization” occurs as that term is defined in the Software License Agreement, the same provisions related thereto shall apply to this Agreement. The application of a Reorganization may result in a change in the fees provided for in these provisions.

6.8 **Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

6.9 **Section Headings**

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

6.10 **Governing Law**

This Agreement shall be governed by the laws of the State in which Organization is located.

6.11 Trial by Jury

Organization and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

6.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

6.13 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

6.14 Counterparts

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

6.15 Survival

Section 4.1 and Articles V and VI shall survive the termination and/or expiration of this Agreement.

6.16 Competitive Bid

Organization has conducted a procurement evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto). Organization agrees that Harris may disclose all or any portion of this Agreement to any of its current or prospective customers.

6.17 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

IN WITNESS WHEREOF the parties hereto have duly executed this Software Implementation Services Agreement to be effective as of the date first written above

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Todd Richardson
Title: Chief Financial Officer

CITY OF MISSOULA

Per: _____

Name: John Engen
Title: Mayor

Attest: Marty Rehbein, City Clerk

Schedule "A"
Scope of Work

Schedule “B” Fee Structure

The City of Missoula requires the services of Advanced Utility Systems, a division of N. Harris Computer Corp. to implement CIS Infinity Version 3 as part of the City’s acquisition and conversion of Mountain Water into a City owned utility.

Key Pricing Assumptions (please refer to SOW as needed):

- City will have full access to the existing Mountain Water customer data and system configurations in a useable electronic format
- City will provide data in a consistent electronic format (preferably SQL tables) throughout the implementation
- City will secure any necessary resources required from Mountain Water and/or Liberty Utilities in order to assist Advanced in completing the implementation of CIS Infinity Version 3; including but not limited to
 - Initial data extraction of all data from Mountain Waters’ current CIS
 - Full and current data extractions and data refreshes from Mountain Waters’ current CIS for each test phase of the CIS implementation and at go live of City’s CIS.
 - Data mapping workshop participation
 - Validation of each data extraction and refresh
 - Cutover assistance (may be required during traditional non-working times i.e. weekend)

Services:

The total cost to implement CIS Infinity Version 3 will not exceed US\$1,100,000.00 excluding expenses (see below for estimated expenses). Project Milestones and detailed pricing will be confirmed in the final SOW.

Project Duration: Estimated from contract to go live is TBD months plus two (2) months post go live. Final project start and duration will be determined during negotiations based on data and configuration availability.

Project Travel: We are **estimating** 50 trips (a trip being one person all travel and living expenses for a week), with a total cost of \$175,000.00. All expenses are billed as incurred.

Schedule "C"

Affirmative Action/EEO Policy

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis of race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status, sexual orientation or gender identity/expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, or marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Human Resource staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.

Schedule “D”

CIS Infinity – Data Conversion Approach

Mountain Water and/or Liberty Utilities (“Liberty”) currently uses CIS Infinity (Version 3) as the billing system for Mountain Water. CIS Infinity is a Customer Information System (CIS) software application developed and implemented by Advanced Utility Systems, a division of N. Harris Computer Corporation (“Harris”). This system will continue to support active billing operations of the City Of Missoula (“City”) until Harris completes the implementation of a City owned CIS Infinity (Version 3) system.

The City understands that the Forth Judicial District Court agrees that electronic access to Mountain Water’s CIS data for the purpose of copying and testing, grants the City a possessory right to the water system. Mountain Water has not disputed that the City contracted with the same company, Harris, whose software application is used by Mountain Water to manage its customer information system data, nor has Mountain Water offered a credible argument that the customer service information is not necessary to transition the water system without interruption.

During the implementation of CIS Infinity at the City, the City and Harris will jointly perform a series of data conversion tasks to:

- Validate that the critical data contained in the Mountain Water and/or Liberty system is included in the City’s CIS Infinity database
- Capture any additional data required for the initial operation of the City CIS including customer data and Mountain Water’s CIS Infinity configuration files, needed to ensure uninterrupted service to the City’s water customer
- Confirm the results of the conversion process to ensure that data is correct and ready for the City’s migration to CIS Infinity

The data conversion approach ensures that a process for building the City’s database in CIS Infinity, based on the Mountain Water and/or Liberty CIS system, is both efficient and limited in terms of its impact on daily operations. At the same time, the conversion process is flexible and responsive to the unique needs that undoubtedly arise in the conversion of data.

The following is a summary of the planned approach to convert Mountain Water’s CIS historical data into a City owned production instance of CIS Infinity.

Note: Data Conversion is one component of the overall project implementation. The Scope of Work (SOW) defines the overall project scope.

Conversion Schedule

The conversion to the City's CIS Infinity database will be an iterative process. The first data conversion will occur prior to the Functional Test phase of the project. This conversion effort will encompass the majority of data to be converted.

The second conversion will occur prior to integration testing. If a second integration testing cycle is required, an additional conversion will be performed. The last conversion, prior to Go-Live, will be completed prior to User Acceptance Testing (UAT). All data is expected to be cleansed by this time. No changes to the conversion program should be made once UAT has started. The final conversion will be performed for Go-Live.

Legacy CIS Data Extraction

In Harris' standard conversion approach, the City is responsible for providing Harris with the existing Mountain Water customer data and system configuration data (collectively the "Data") in a useable electronic format (SQL database).

If the City requires Harris to access the Data from Mountain Water, the City will be required to ensure that Harris has approval from Mountain Water to access the Data. Any costs associated with accessing the Data, including the costs of Harris providing this additional, non- standard service, are the responsibility of the City.

Irrespective of whether the City or Harris accesses the Data from Mountain Water, it is the City's responsibility to secure the necessary resources required from Mountain Water and/or Liberty to assist Harris in completing the implementation of CIS Infinity Version 3. Resource requirements may include but are not limited to:

- Initial data extraction of all Data from Mountain Waters' current CIS production instance
- Full updated data extractions and data refreshes from Mountain Waters' current CIS for each test phase of the City's CIS implementation and at the City's go live of CIS Infinity. This is estimated at 6-8 data extractions.
- Data mapping/analysis workshop participation
- Validation data for each data extraction and refresh
- Cutover assistance (may be required during traditional non-working times i.e. weekend)

Key Conversion Steps

The following is a list of key conversion steps. This is not intended be a comprehensive list. Detailed activities will be documented in the Conversion Plan and the Project Plan created during implementation.

1. Conduct Data Discovery and Data Mapping Workshop

Data Mapping is the process of establishing a correlation between the data elements in the Mountain Water/Liberty CIS and the City's CIS Infinity database. This process will determine the fields that need to be updated prior to migration and which data elements in

the City's CIS Infinity database require defaulted or calculated values.

2. Build Conversion Databases Including Defaults

Mountain Water/Liberty's CIS database will be exported and migrated to the City's CIS Infinity database.

During the course of the implementation, further defaults may be added based on results from the business process discovery sessions and decisions made as a result of testing throughout the project.

3. Produce Audit Reports

After the intermediate database is populated, Harris will produce audit reports including error listings.

Problems identified with the key data elements will be reported as exceptions for a manual research and correction process and for an automated update of the data before this database will be migrated into the City's CIS Infinity database.

Validation in the case of data conversion does not necessarily mean matching exactly the totals between the Mountain Water/Liberty CIS database and the City's CIS Infinity database. It is important to know what the totals are from each CIS database and the source of any differences (if present) must be understood and accepted by the City and Harris.

The following is a sample list of recommended items to be audited to validate the conversion. This list will be updated during the Data Discovery sessions.

- Total A/R balances, (Water, Sewer, Deposit Paid, etc....)
- Total consumption amount by month for last prior month in 2017
- Total number of active services (Water, Sewer, etc....)
- Total number of accounts by account type (Residential, Commercial, etc...)
- Total number of accounts by status (Final, Active, Write-off, etc....)
- Total number of meters by status (Active, Inventory, Scrapped, etc....)
- Total number of equipment by type (Street Lights, etc....)

4. Migrate Intermediate Database to CIS Infinity Database

The CIS Infinity conversion scripts will be run after the validation routine has been run and all discrepancies worked through.

5. Complete Post-Conversion Activity

Throughout the implementation, there may be data elements on specific accounts that cannot be accurately populated through the automated conversion processes. A list will

be maintained, by an assigned City SME, of items requiring correction after the converted data has been loaded into the City's CIS Infinity database for each data conversion throughout the project. The correction of these items will be assigned to members of both the City and Harris staff, depending on the nature of the correction.

6. Testing of the CIS Infinity System

Testing is an iterative process that will require the City to test data at each testing phase in the implementation (Conversion, Functional, Integration Testing (ITC) and User Acceptance (UAT)).

7. Go-Live Conversion Activities

The go-live plan will contain the detailed steps for conversion at Go Live. For all go-live conversions, Harris uses a minimum of two days for the turnaround time, and in most cases three days, where two of the days are Saturday and Sunday. Any changes to this type of timeline will require a discussion with the key members of Harris, the City and Mountain Water/Liberty.

Resource Requirements

Harris Conversion Responsibilities

Harris will be responsible for:

- The development and documentation of an approach to copy and convert the data and configuration files from the existing Mountain Water and Liberty CIS Infinity database
- The delivery of a detailed work plan that will cover the activities and deliverables
- The preparation and delivery of a data mapping document which defines the mapping of data in the Mountain Water CIS to the City CIS Infinity database that should be largely consistent with the existing Mountain Water database and configuration files.
- The development (coding and unit testing) of the conversion programs
- The execution of conversion programs
- Cooperating with the City to ensure a smooth transition from Mountain Water CIS to the City CIS Infinity system based on the Montana Fourth Judicial District Court order which states the system must remain in full operation without impairment or interruption of service during the transfer.
- Playing a supportive role throughout the conversion by jointly monitoring progress, anticipating problems, correcting faults, and facilitating resolutions.

City Conversion Responsibilities

The City will be responsible for:

- Securing the resources required from Mountain Water and/or Liberty to assist Harris in completing the conversion (e.g. accessing data from Mountain Water CIS database for each data conversion and data refresh)
- Reviewing all delivered documentation from the Harris conversion team
- Creation of any forms and the procedures required for the manual collection and entry of missing required data
- Performing data validation of converted data
- Review and testing of converted data during all test phases of the implementation
- Playing a primary role throughout the conversion and implementation period by monitoring progress, anticipating problems, correcting faults, and facilitating resolutions along with the support of the Harris Data Conversion Specialist.

PREFACE

The following is a summary of the approach to transition the City Of Missoula onto its own production instance of CIS Infinity, a Customer Information System (CIS) provided by Advanced Utility Systems, a division of N. Harris Computer Corporation (“AUS”). It is understood that the Forth Judicial District Court agrees that electronic access to Mountain Water customer information system data for copying and testing grants the city a possessory right to the water system. Mountain Water has not disputed that the City contracted the same company, AUS, whose software application is used to manage Mountain Water’s customer information system data nor has Mountain Water offered a credible argument that the customer service information is not necessary to transition the water system without interruption.

This conversion approach assumes that the City will contract with AUS to login on the City’s behalf and capture data and configuration files needed to complete the transition plan.

a) Overview

This section of the CIS Infinity Conversion Plan describes the overall conversion strategy. The approach to converting the data from the Mountain Water CIS Infinity V3 is one that results in a CIS Infinity database that is both comprehensive and valid.

A series of automated and manual conversion methods, by AUS, are combined to meet the overall goals of the conversion strategy for a comprehensive and complete database. These goals are achieved through the collaborative teams of City Of Missoula and AUS.

The success of the conversion strategy outlined here is contingent upon assurance that a number of clearly identified prerequisite tasks are completion during the Data Conversion Workshop before conversion activities begin. This section also identifies the key assumptions relating to this conversion strategy.

b) Scope of the Conversion Effort

The Mountain Water and/or Liberty CIS Infinity system is currently used as the billing system for Mountain Water. This system will continue to support active billing operations until the implementation of CIS Infinity is completed with the City of Missoula. At that time, AUS and City Of Missoula will jointly perform a series of tasks to:

- Validate that the critical data are contained in the Mountain Water and/or Liberty system
- Capture any additional data required for the initial operation of the Missoula CIS Infinity including customer data and Mountain Water CIS Infinity configuration files needed to ensure uninterrupted service to Missoula water customer

- Ensure that defaults are correct and ready for migration to CIS Infinity
- Confirm the results of the automated conversion process

The conversion strategy ensures that a process for building the City Of Missoula database in CIS Infinity from the Mountain Water and/or Liberty CIS system is both efficient and limited in terms of its impact on daily operations. At the same time, it is flexible and responsive to the unique needs which undoubtedly arise in the conversion of data.

c) **Comprehensive and Valid Data**

The scope of the CIS Infinity data conversion effort will be limited in terms of the history (as specified in the contract) that will be converted from the Mountain Water and/or Liberty system to Missoula CIS Infinity system. AUS will review data during the Data Conversion Workshop with City Of Missoula to ensure that only validated data and configuration files will be considered for conversion to CIS Infinity. ~~City Of Missoula will be responsible for cleansing the data before the final conversion is complete. AUS will assist in identifying the data that needs cleansing.~~

d) **Conversion Schedule**

The conversion to the CIS Infinity database will be a cyclical building process. The first conversion will occur prior to the functional testing. This conversion effort will encompass the majority of data to be converted. Any data or configuration files that needs cleansing will be done prior to the next scheduled conversion. Additional data can be identified during testing and in the finalization of the business processes. Only the additional data or configuration files within the scope will be accepted for conversion. Any data or configuration files not in scope will be considered as a change order.

The second conversion will be done after the functional testing, prior to the integration testing. If a second integration testing is needed then an additional conversion will be done. The last conversion, prior to Go-Live, will be completed prior to the UAT. All data is expected to be cleansed by this time. No changes to the conversion program should be made once UAT has started.

The final conversion will be done for Go-Live.

e) **Conversion Procedures**

The flow of the conversion activities can be described as both incremental and iterative. The activities, stages, and cycles will be "incremental" in that one component in the conversion strategy builds upon the results of the previous component and support subsequent components. Several of the steps in the conversion strategy will be "iterative" in that they occur multiple times until the data is complete and accurate.

The specific steps in the conversion process will be segmented into distinct stages for conversion with Mountain Water and/or Liberty. Each stage of conversion has a special purpose associated with the Testing Plan which will contribute to the building of a comprehensive and valid database for The City of Missoula. In order to ensure, that the databases will be both

comprehensive and accurate, some of the steps in the automated conversion process will be performed numerous times until there are no more errors in the conversion database

f) Resource Requirements

~~The conversion of data from the existing automated data source in Mountain Water and/or Liberty CIS will be a joint undertaking by City Of Missoula, and the AUS Data Conversion Specialist. The resources required by AUS are identified in the project schedule. The City Of Missoula will need to commit resources during the discovery and during all conversions. The FTE needed depends on how much resources are assigned and how much data testing is needed. A resource estimate can be made after the discovery.~~

1. CONVERSION ASSUMPTIONS

The CIS Infinity conversion approach outlined in this plan is based upon the following key assumptions:

a) Prepare for Conversion

AUS will query the Mountain Water database prior to the start of pre-conversion activities so that the conversion schedule outlined in the CIS Infinity Conversion Plan will not be compromised. The intention of this query is to identify the unique records associated with Mountain Water that will be converted during the data discovery period.

b) Procedures Development

City Of Missoula will be responsible for defining the necessary manual procedures and instructions in the completion of the manual pre- and post-conversion activities. City Of Missoula will develop procedures and controls for investigating data discrepancies, which may become apparent as a result of the conversion activities.

c) Staff Training

City Of Missoula SMEs participating in the CIS Infinity conversion process, will be knowledgeable in their roles, responsibilities, and required procedures.

2. METHODS OF CONVERSION

This section summarizes the selected methods of conversion for critical data for the initial operation of CIS Infinity. The tools and techniques recommended (either automated or manual) to support each of the conversion methods also are described.

a) Automated Conversion Methods

Whenever possible, AUS automated methods will be used to consolidate, validate, and transfer in the approach to converting Mountain Water data and Configuration files to the City of Missoula CIS Infinity system.

- Extract of Mountain Water data:

The first step in the automated approach will be for AUS to gain access to Mountain Water/Liberty CIS data and extract their data. This extract will be repeated multiple times through the iterative data conversion process. AUS will create a procedure that will export the Mountain Water/Liberty data to an SQL database or CSV file. This file will be loaded by City Of Missoula to a secure AUS FTP site. AUS will upload this file to the City of Missoula CIS Infinity database.

- Automated validation of conversion data:

Once the extracted data from the Mountain Water/Liberty system has been provided to AUS, the AUS Data Conversion Specialist verifies that the database information contains the same table structure and links using the first extraction as the base model. Any exception in the results will be manually investigated by AUS.

- Automated data conversion methods:

~~A series of packages are built, by AUS, using SSIS containing the logic necessary to convert from the [LEGACY] data structure into the CIS Infinity table structure. This logic contains a combination of VB script, SQL stored procedures, append queries, and update queries. If needed, these modules could be customized to meet [CLIENT]'s requirements. The logic used will be determined by the information gathered from City Of Missoula in the Data Conversion Workshop.~~

- Automated data validation and editing methods

The initial validation of data for each conversion run will be performed by AUS automatically using a combination of SQL scripts and VB code. This validation will be performed by confirming the population of required data as well as by gathering record counts on agreed upon data points. The criteria that will be used in this automated validation include standard record counts such as number of accounts and total accounts receivable, as well as additional fields determined in a cooperative effort between City Of Missoula and AUS. AUS will provide a report with each conversion run for review by The City of Missoula.

b) Manual Conversion Methods

One of the primary objectives of this conversion will be to minimize and possibly eliminate the need for any manual data entry. A series of manual conversion methods could be need to ensure that the data consolidation, validation, and transfer are both comprehensive and valid, and are completed in a controlled and organized manner. Manual conversion will be keep to a minimum in order to reduce the risk at cut-over time.

I. Manual Pre-Conversion Data Clean-up

~~Prior to the start of data conversion, manual efforts by Mountain Water/Liberty may be required to expand and correct the data contained in CIS so that the automated data conversion processes will run smoother and error free. During the Data Conversion Workshop, Mountain water/Liberty data and configuration files will be reviewed, yielding a list of tasks related to missing or incorrect data. City Of Missoula will be required to investigate and resolve each situation. They must also report back on corrections to the errant or missing data. Some local controls~~

~~of assignment for resolution, the progress of the effort, and the return to new or missing data will be required to assure that this step in the conversion process is completed thoroughly and on a timely basis.~~

II. Manual Data Validation and Correction Methods

~~The completion of items identified in the Conversion Clean-up list will be a manual process. This requires some investigation of each situation to validate, correct and/or expand the data contained in [LEGACY]. Again, some local controls of the distribution of exception situations for resolution, the progress of validation efforts, and the return of new or additional data are required to assure that this step in the conversion process is completed thoroughly and on a timely basis.~~

III. Manual Post-Conversion Data Clean-up

The Data Conversion Workshop can reveal data issues that need to be resolved manually by City Of Missoula and AUS in post-conversion activities. These changes will be made through the new CIS Infinity.

3. CONVERSION PREREQUISITES

There are a number of conversion prerequisite conditions which must be met before the entire conversion effort can begin. They represent critical dependencies for the start-up of the CIS Infinity conversion. A delay or failure to deliver any of the essential elements which follow would require a change in the CIS Infinity conversion strategy and the schedule presented in this plan.

The following conditions must exist before conversion can begin:

- Since this is an existing Harris CIS setup the input used by the Data Conversion Specialist to create the initial Data Mapping document utilized during the Data Conversion Workshop should be well documented.
- ~~City Of Missoula must provide a complete data extract from the [LEGACY] database. The Data Conversion Specialist will review the data provided to prepare questions or determine areas for further analysis during the Data Conversion Workshop.~~
- ~~City Of Missoula will provide screen shots of all of the screens within the [LEGACY] system for reference during the data conversion programming effort.~~
- ~~City Of Missoula will provide a core list of baseline accounts from [LEGACY]. It is anticipated that this list will include between 20 and 75 accounts and accurately represent the full scope of accounts currently being maintained by [CLIENT]. The AUS Data Conversion Specialist will review these accounts on an iterative basis to ensure that the data is improving in quality and accuracy. City Of Missoula will, in turn, use these same accounts to analyze the quality of the data conversion and look for discrepancies which require further analysis.~~

4. CONVERSION PROCEDURES

a) Overview

This section of the CIS Infinity Data Conversion Plan describes the detailed activities which occur within each of the three stages of CIS Infinity conversion (section 7) – pre-conversion, conversion, and post-conversion.

b) City Of Missoula Pre-Conversion Activities

~~City Of Missoula will perform an analysis of the [LEGACY] data prior to AUS involvement in conversion activities.~~

Data Mapping is the process of establishing a correlation between the data elements in Mountain Water/Liberty and CIS Infinity. This process will determine which fields need to be updated prior to migration and which data elements in CIS Infinity require defaulted or calculated values.

The Data Mapping effort will be included in the Data Conversion Workshop. The Data Conversion Workshop will use the following procedures:

- Workshops will be held, for each area of the billing system, onsite or remotely by way of conference call and WebEx.
- Each workshop will begin a brief description of the workshop topic, discussions of the topic, resolution of topic, and whenever possible all finalized functions will be documented and issued for sign off by The City of Missoula.

c) Develop Defaults

~~There may be data elements required in CIS Infinity that do not exist or are not populated in [LEGACY]. Therefore default values will need to be developed by City Of Missoula with assistance from AUS.~~

~~The defaults fall into two categories:~~

- ~~Simple default values that can be programmed so that the conversion routines will populate the appropriate data elements in CIS Infinity.~~
- ~~Default values that need to be determined by a calculation or by an algorithm (e.g. if A and B are true move D to the data element, but if A and C are true, move E to the data element). Service multipliers for rates are an example of a data element that requires an algorithm to determine a value for population in CIS Infinity.~~

5. THREE STAGES OF CONVERSION

The three-staged conversion process will use a combination of manual and automated procedures to accomplish a unique set of objectives within each stage of the conversion process. Please refer to project plan for conversion timelines.

a) Stage I: Pre-Conversion Activities

~~The data clean-up activities, which are a part of the Stage I pre-conversion process, are primarily manual but can be supported by a series of automated processes which help identify inaccurate and/or missing data. These pre-conversion activities are essential to facilitate the automated conversion processes which follow.~~

Controls will be established to manage and measure the progress of conversion.

I. ~~Correct Mountain Water Data and Configuration files~~

~~This activity is the step required to research and enter, using current screens in Harris any additional information or corrected information into the Liberty databases before conversion activities commence. The database provides the source of the automated portion of the conversion activities, so Mountain Water/Liberty will need to ensure that these databases are as complete and as correct as possible before the conversion occurs.~~

~~City Of Missoula should analyze the data in [LEGACY] for likely areas to cleanse. Inconsistencies in addresses are a good example of potentially problematic data that needs to be corrected. The Data Conversion Workshop will also highlight several areas needing further investigation in the Mountain Water/Liberty database. Further areas to cleanse will come from a list provided at the conclusion of the Data Conversion Workshop.~~

II. ~~Provide [LEGACY] Table Layouts~~

~~City Of Missoula will be required to provide complete table layouts for data within the [LEGACY] system. This includes basic database structure, field names included in specific tables, and any restrictions on values allowed for particular fields. Entity Relationship Diagrams (ERDs) are helpful if available.~~

III. ~~Provide Screen Shots of all [LEGACY] Screens~~

~~City Of Missoula will be asked to provide screen shots of the business process screens within the [LEGACY] system. These screen shots will be used for reference throughout the conversion programming process and can also assist later in developing and executing test scripts to ensure that business process requirements are being met.~~

IV. ~~Provide Baseline Accounts~~

~~City Of Missoula will provide a set of baseline accounts that cover the variety of different account scenarios that can occur in the [LEGACY] system. This should include: small and large meter accounts, residential and commercial accounts, various combinations of services on accounts, different rate scenarios on accounts, and any special one-off accounts. In some cases, true one-off accounts that are low in total number but significant in their variation from the norm may need to be handled manually in the conversion process.~~

b) Stage II: Conversion Activities

The Stage II Conversion Activities cannot begin until all of the pre-conversion activities have been successfully completed. City Of Missoula will determine when their staff and the conversion data are all ready to begin conversion activities with input from AUS.

The detailed Stage II activities will comprise a four step automated process which will be supported by some manual activities as follows:

- Build Conversion Database from the Mountain Water/Liberty database and the defaults (both values and algorithms),
- Produce audit reports to validate the data (including error reports),
- Validate and update the data contained in the Mountain Water/Liberty database,
- Migrate the Mountain Water/Liberty database to CIS Infinity database.

Each of these four steps to conversion is comprised of a series of automated and manual activities to ensure that the objectives of the conversion stage will be met. These detailed activities are described in the following sections.

I. Build Conversion Databases Including Defaults

The Mountain Water/Liberty database will be exported and then migrated to the City of Missoula Infinity database. During this process, default values or calculations will be merged to the proper data elements in the intermediate database (a representation of the CIS Infinity database structure) before final migration into CIS Infinity.

During the course of the implementation, further defaults may be added based on results from the business process discovery sessions and decisions made as a result of testing throughout the project.

Advanced will provide a spreadsheet containing all of the different fields and their mapping as discussed during the data discovery sessions. This document/specifications will serve as a basis to start the conversion work and must be signed off by Carl Horton. It is to be expected that the conversion program resulting from this document will change during implementation as City Of Missoula tests and reports anomalies to AUS.

A copy of this document/specifications will be found in Appendix B

II. Produce Audit Reports

After the intermediate database is populated in step one, AUS will produce audit reports including error listings.

Problems identified with the key data elements will be reported as exceptions for a manual research and correction process and for an automated update of the data before this database will be migrated into the actual CIS Infinity database.

Validation in the case of data conversion does not necessarily mean matching exactly the totals between the Mountain Water/Liberty database and the City of Missoula CIS Infinity database. It is important to know what the totals are from each and the source of any differences (if present) in those numbers must be understood and accepted by City Of Missoula and AUS.

The following is a sample list of recommended items to be audited in order to validate the conversion and provided in a spreadsheet or table-like format (Excel, SQL, and Access). The extensive list will be found in Appendix A. This list will be updated during the Data Discovery sessions.

- Total A/R balances, (Water, Sewer, Deposit Paid, etc....)
- Total consumption amount by month for last prior month in 2017

- Total number of active services (Water, Sewer, etc....)
- Total number of accounts by account type (Residential, Commercial, etc...)
- Total number of accounts by status (Final, Active, Write-off, etc....)
- Total number of meters by status (Active, Inventory, Scrapped, etc....)
- Total number of equipment by type (Street Lights, etc....)

Items can be added to or removed from this list upon agreement of AUS and The City of Missoula

III. Migrate Intermediate Database to CIS Infinity Database

The CIS Infinity conversion software will be run to accomplish this step after the validation routine has been run and all discrepancies worked through.

c) **Stage III: Post-Conversion Activity**

Throughout the implementation, there may be data elements on specific accounts which cannot be properly populated through the automated conversion processes. A list will be maintained, by an assigned City Of Missoula SME, of items requiring correction after the converted data has been loaded into CIS Infinity. The correction of these items will be assigned to members of both City Of Missoula and AUS staffs, depending on the nature of the correction.

6. ACCEPTANCE TESTING OF THE CIS INFINITY SYSTEM

In order to move into the Go-Live Phase of the CIS Infinity Project, the system software must be fully developed, tested, and accepted by PM at the City of Missoula. The current project schedule identifies when the calls for development and testing of all of the CIS Infinity software are to be completed.

a) **User Acceptance Testing**

User Acceptance Testing (UAT) is the final test phase of the CIS Infinity Project. UAT encompasses a window of time from identified in the project schedule. The move to a production environment of the full CIS Infinity system and conversion software is contingent upon the acceptance of the system by The City of Missoula. The move to a production, go-live environment is currently identified in the project schedule.

Details regarding the test schedule and the impact of the iterative versions of the converted Mountain Water/Liberty CIS software on that test schedule are found in the project schedule for the City Of Missoula CIS Infinity project.

b) **Go-Live Conversion Activities**

Planning the go-live conversion activities is not dependent on the completion of UAT. Planning of the go-live conversion activities begins during the first conversion rollout before Functional Testing. The first rollout of conversion will take City Of Missoula through the steps required to

ultimately go-live in a Production environment. The go-live plan will contain the detailed steps and will be augmented through the life of the project and conversion iterations. For all go-live conversions, AUS uses a minimum of two days for the turnaround time, and in most cases three days, where two of the days are Saturday and Sunday. Any changes to this type of timeline will require a discussion with the key members of AUS and City of Missoula as well as Mountain Water/Liberty. (We will want to make sure liberty is not doing system maintenance during the extraction process)

7. RESOURCE REQUIREMENTS

a) Overview

The conversion of data from the existing data sources in the Mountain Water/Liberty program – both automated and manual – is a joint undertaking of:

- The AUS Data Conversion Specialist,

b) The City Of Missoula conversion team.AUS Conversion Responsibilities

AUS will be responsible for:

- The development and documentation of an approach to copy the data and configuration files from the existing Mountain Water and Liberty CIS V3 setup
- The delivery of a detailed work plan that will cover the activities and deliverables
- The preparation and delivery of a data mapping document which display the mapping of data in the Mountain Water CIS to City of Missoula CIS Infinity that should match since this is just a copy of existing database and configuration files.
- The development (coding and unit testing) of the conversion programs
- The execution of conversion programs at the proper time, and for cooperating with City Of Missoula to ensure a smooth transition from Mountain Water CIS to the City of Missoula CIS Infinity system based on the Montana Fourth Judicial District Court order which states the system must remain in full operation without impairment or interruption of service during the transfer.
- Playing a supportive role throughout the conversion by jointly monitoring progress, anticipating problems, correcting faults, and facilitating resolutions along with the QA Consultant involved with the project.

c) City Of Missoula Conversion Responsibilities

City Of Missoula will be responsible for:

- ~~Providing database layouts for the [LEGACY] databases and file layouts for [LEGACY] files~~
- Reviewing all delivered documentation from the AUS conversion team
- Creation of any forms and the procedures required for the manual collection and entry of missing required data
- ~~Cleansing the data as needed throughout all conversions~~

- ~~• Determining the defaults, the default calculations and algorithms to be used to populate CIS Infinity required data that is not available in [LEGACY] with the assistance of the AUS Data Conversion Specialist~~
- User Acceptance Testing (UAT) of the conversion migration ~~and clean-up~~ programs
- Playing a primary role throughout the conversion and implementation period by monitoring progress, anticipating problems, correcting faults, and facilitating resolutions along with the support of the AUS Data Conversion Specialist.