

**MASTER CONTRACT FOR PRODUCTS AND SERVICES
THE CITY OF KANSAS CITY, MISSOURI
AMENDMENT NO. 6
CONTRACT NO. EV2087**

This amendment ("Amendment") is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (CITY) and Milestone UTILITY SERVICES, INC. (CONTRACTOR). The parties desire to amend the Contract EV2087 entered into on April 1, 2015 for Customer self-service portal implementation as follows:

WHEREAS, City previously entered into a contract with CONTRACTOR to provide a self-service portal; and

WHEREAS, the parties now wish to amend the contract to add the following initial term of contract and additional periods:

- The CITY and CONTRACTOR wish to add additional renewal periods to the existing contract. CITY may renew this Contract for up to two (2) additional three (3) year terms. Also, new scope of work added covers enhance access to KC Water's web portal. This will allow enhancing the portal with a web-based CSR communication tool and creating an offline accessible database, and backup VPN tunnel we can minimize the risks associated with pandemic response in addition to providing improved responses to our customer requests.

Sec. 1. Sections Amended. The following section(s) are hereby added to the Contract:

Attachment A Scope of Work
Attachment B: Pricing Schedule

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on April 15, 2015 and shall end on March 30, 2021. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract, but in no event more than six months from the date of expiration or termination.

This section covers added scope and services. All other terms and conditions still apply.

Attachment A Scope of Work

Application Managed Services

CONTRACTOR will operate the EPORTAL application on behalf of the CITY and provide necessary staff to ensure the application is up and available. Meetings and status reporting will occur between CONTRACTOR and the CITY. The source code will be managed, upgraded (adhering to the CONTRACTOR's release schedule) and promoted

by the CONTRACTOR. The following services will be performed by the CONTRACTOR as part of Managed Services:

- a) Any and all patches, enhancements, updates, upgrades and new versions of the EPORTAL that CONTRACTOR makes generally commercially available as part of the product release schedule. Any such patches, enhancements, updates, upgrades and new versions will be covered by the Managed Services set forth in Section 3.1.6.
- b) Provide support for operational and troubleshooting issues and the applicable resolutions as needed within the guidelines set forth herein.
- c) Monitor ePortal and ensure the application is up and available for the CITY's CITYs and provide support to the CITY on a 24x7 basis.
- d) Managing EPORTAL source code and promotion through the testing and production environments.
- e) Updates and management of configuration and content that does not reside within EPORTAL's Admin console with the CITY.
- f) Reporting of issues and resolution progress as set forth herein.
- g) Status Meetings/Management Reports as set forth herein.

1.1. Scope

CONTRACTOR will provide the CITY with the Managed Services related to EPORTAL as described in this section. The CITY may request services by creating a ticket in the CONTRACTOR ticketing system or other system as mutually agreed upon. The CITY will assign a priority using the Incident and Severity Level table in Section 3.1.8.2. The CONTRACTORS representative will review the request and work with the CITY to fully understand the request. The CITY will be responsible for any and all approvals to promote any source code, configuration, content or any other system changes through the environment stack, as well as any changes to non-CONTRACTOR controlled applications.

1.1.1. Configuration Management

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

The CITY and CONTRACTOR will each perform their respective responsibilities as set out in the table:

Function	Responsibility	
	CITY	CONTRACTOR
User Creation and Role Assignment	RESPONSIBLE	Consults
Add or remove a user update User role assignment	RESPONSIBLE	Informs
Request Configuration setting updates in Admin Portal & assign priority.	RESPONSIBLE	Informs
Change Configuration settings in Admin Portal	Consults	RESPONSIBLE
Promote configuration settings in all portal environments.	Consults	RESPONSIBLE
Approve configuration setting promotions.	RESPONSIBLE	Informs

Function	Responsibility	
	CITY	CONTRACTOR
Assign Priority to requested changes.	RESPONSIBLE	Consults

1.1.2.EPORTAL CITY Notification Management

CONTRACTOR will configure and monitor the SMS and email notification engine and ensure that EPORTAL related CITY notifications are being sent out and provide a user interface to show returned emails.

The CITY and CONTRACTOR will each perform their respective responsibilities as set out in the table:

Function	Responsibility	
	CITY	CONTRACTOR
Manage email server used for outbound CITY communication generated by EPORTAL	Informs	RESPONSIBLE
Review and correct failed emails.	RESPONSIBLE	Consults
Run ePortal batch jobs to generate outbound CITY notifications	Informs	RESPONSIBLE
Manage outbound text service used for outbound CITY communication generated by EPORTAL	Informs	RESPONSIBLE
Assign Priority to requested changes.	RESPONSIBLE	Consults
Generate batch files of accounts or profiles for notifications triggered by 3 rd party applications.	RESPONSIBLE	Informs

1.1.3.EPORTAL Content Management

CONTRACTOR will provide a mechanism that allows a functional user (either CITY or CONTRACTOR) to be able to edit and publish content on EPORTAL.

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

CONTRACTOR will be responsible for managing and changing any content that cannot be managed through the Admin module and promote these changes through the lower environments and into production.

The CITY and CONTRACTOR will each perform their respective responsibilities as set out in the table:

Function	Responsibility	
	CITY	CONTRACTOR
Edit content through the Admin portal in lower environments	RESPONSIBLE	Informs
Publish content	RESPONSIBLE	Informs

Edit content through the Admin portal in production environment	RESPONSIBLE	Informs
Approve all non-Admin portal content changes	RESPONSIBLE	Informs
Update non-Admin portal content changes	Consults	RESPONSIBILITY
Promote non-Admin portal content changes	Informs	RESPONSIBLE
Assign Priority to requested changes	RESPONSIBLE	Consults
Support/provide backup resources to edit and publish Admin content in lower and production environments	ACCOUNTABLE	RESPONSIBLE

1.1.4. Code Migration / Promotion Management

CONTRACTOR will be responsible for managing the source code and promoting EPORTAL related source code from one environment to another. CONTRACTOR will track the code in an online source code repository (GitHub) and will be responsible for checking code out/in. Code promotions will be based upon the approval of the CITY. The CITY will be responsible for source code managed of CITY controlled applications (any applications not provided by CONTRACTOR). CONTRACTOR and the CITY will collaborate on source code promotions that are dependent on more than one system.

The CITY and CONTRACTOR will each perform their respective responsibilities as set out in the table:

Function	Responsibility	
	CITY	CONTRACTOR
Execute tests on any fixes in Test / Pre-Prod before moving to production.	RESPONSIBLE	Informs
Acknowledge acceptance of fixes prior to deployment in production	RESPONSIBLE	Informs
Promote EPORTAL code through lower tier environments	Consults	RESPONSIBLE
Approve code promotions through lower tier environments	RESPONSIBLE	Informs
Promote EPORTAL code to Production environments	Consults	RESPONSIBLE
Approve code promotions to Production environments	RESPONSIBLE	Informs
Promote any non CONTRACTOR provided code fixes & enhancements	RESPONSIBLE	Consults
Perform data refreshes of lower environments. Not to exceed 4 refreshes per year.	Consults	RESPONSIBLE

1.1.5. Usage Performance Metrics and Improvements

EPORTAL application will track usage and certain elements of transactions being performed by the CITY's. CONTRACTOR will work with the CITY to define 6 KPI's that can be derived out of the data being captured by EPORTAL. KPI's will be defined after deployment stabilization as part of turn over to the Managed Services team. The CITY may request additional reports / KPI's that may be extracted from the data as a change order. The CITY owns all data that

exists within EPORTAL. CONTRACTOR will provide reports on a monthly basis, unless a different frequency is agreed upon. The CITY and CONTRACTOR will each perform their respective responsibilities as set out in table:

Function	Responsibility	
	CITY	CONTRACTOR
Define KPI's to be included in monthly reporting.	RESPONSIBLE	Consults
Develop reports and deliver them on an agreed upon frequency.	Informs	RESPONSIBLE

1.1.6.EPORTAL Upgrade Services

1.1.6.1. Upgrades and patches

CONTRACTOR will perform two types of changes to EPORTAL periodically: i) new features and functions ii) technical currency

New features and functions: As part of continued improvements, CONTRACTOR will perform the upgrades to the EPORTAL with new features and functions. CITY may activate these non-mandatory new features whenever CITY is ready to implement them after they have been made generally available by CONTRACTOR.

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

1.1.6.2. Process and communication

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

Function	Responsibility	
	CITY	CONTRACTOR
Notify CITY that an Upgrade, Patch, or Service Pack is available	Informs	RESPONSIBLE

Function	Responsibility	
	CITY	CONTRACTOR
Develop project schedule for implementation of new feature	RESPONSIBLE	Consults
Apply upgraded software to the CITY's environment	Informs	RESPONSIBLE
Apply all necessary styles according to Style Guide for new pages.	Informs	RESPONSIBLE
Perform functional testing on upgraded EPORTAL application in Dev environment.	Informs	RESPONSIBLE
Make adapters to 3 rd party or CITY controlled applications available for new feature operability.	RESPONSIBLE	Consults
Provide updated training documentation for Upgraded system	Informs	RESPONSIBLE
Provide training to CITY trainers of new features	Consults	RESPONSIBLE
Provide functional test scripts used to test upgraded system	Informs	RESPONSIBLE
Correct defects to the upgraded application.	Consults	RESPONSIBLE
Promote upgraded system through lower tier environments	Consults	RESPONSIBLE
Approve upgraded system for promotion through lower environments and into production	RESPONSIBLE	Informs
Notify & train CITY end users on new features being introduced	RESPONSIBLE	Informs

1.1.7. Application Monitoring / 24x7 Support

CONTRACTOR will monitor EPORTAL and ensure the application is up and available for the CITY's CITYs and will provide support to the CITY on a 24x7 basis. The following lists the method which reported incidents will be resolved.

- 1) For issues detected by the CONTRACTOR, the CITY will be notified of any application incident that is detected by CONTRACTOR. CONTRACTOR will log an incident in their online ticketing system and will begin triage on the ticket.
- 2) For incidents detected by the CITY, the CITY will log an incident in the Contractors' online ticketing system and CONTRACTOR will begin triage on the ticket. CITY provide a reasonable number of support personnel who may access the CONTRACTOR's online ticketing system.
- 3) The CITY will be responsible for assigning the Severity to tickets as defined in section 3.1.8.2.
- 4) THE CITY will be responsible for resolving end user data input errors and addressing any end user errors or training issues.
- 5) The CITY will provide the first level of support for the application. This includes triage of functionality issues reported by CITYs and other CITY personnel, and categorize the issue

before turning the issue over to the CONTRACTOR (ie. bug, training issue, 3rd party application issue, etc) before reporting an incident to the CONTRACTOR. (Level 1 support)

- 6) The responsibility for Application Monitoring tasks are summarized in the Application Incident Management Responsibility Matrix below.

The CITY and CONTRACTOR will each perform their respective responsibilities as set out in the table:

Function	Responsibility	
	CITY	CONTRACTOR
Identify & document application incident (performance, defect, system generated error message) reported by CITY CITYs or staff.	RESPONSIBLE	Informs
Identify and document application incident as detected by system and application monitoring	Informs	RESPONSIBLE
Log Application Incident & provide supporting details	RESPONSIBLE	Informs
Assign severity to Application Incident	RESPONSIBLE	Consults
Categorize Incident and provide root cause analysis	Consults	R
Resolve application Defects (code and configuration fixes	Consults	RESPONSIBLE
Validate resolution of Defect (code and configuration fixes)	RESPONSIBLE	Consults
Resolve technical interface issues	Consults	R
Resolve system performance issue	Informs	RESPONSIBLE
Resolve end user data input errors	RESPONSIBLE	Informs
Address end user errors or training issues	RESPONSIBLE	Informs I
Generate and log application, transactional exceptions	Consults	RESPONSIBLE
Manage and resolve application, transactional exceptions	RESPONSIBLE	Consults
Support transaction exception resolution	Consults	RESPONSIBLE
Monitor EPORTAL batch jobs and correct any job failures	Informs	RESPONSIBLE

Attachment B: Pricing Schedule

This section covers added prices for additional scope and services. All other terms, conditions and pricing still apply. Pricing is required to be firm and fixed pricing. Do not submit travel and living expenses or cost of bonds separately in cost proposal.

KC Water will pay 20% upfront	\$60,000
Remaining 80% per KC Water sign off at project completion	<u>\$240,000</u>
<i>Configuration and Application Installation One-Time Fee.</i>	<i>\$300,000 (total)</i>
Infrastructure and Managed Services Year 1	\$425,365
Infrastructure and Managed Services Year 2	\$438,125.95
Infrastructure and Managed Services Year 3	\$451,269.73
Infrastructure and Managed Services Year 4	\$464,807.82
Infrastructure and Managed Services Year 5	\$478,752.05
Infrastructure and Managed Services Year 6	\$493,114.62
TOTAL	\$2,751,435.39

Configuration and Application Installation Breakdown:

With the managed services agreement Contractor will implement and configure additional plug-in modules for eIVR and eAdmin. eIVR will provide better self-service features to water customer by providing advanced IVR Features and eAdmin will allow customer service employees to better serve water customers by providing customer-centric dashboards.

Below components will be configured and installed as part of this proposal

- Configure Install eIVR with the following features
 1. PCI Pay by Phone
 2. Outbound Calling Feature
 3. Dynamic Call Routing
 4. Dynamic configuration dashboard easy deployment of call recordings and routing

- Configure Install eAdmin with the following dashboard views
 1. Account Locator
 2. Account Summary
 3. Notes Entry and History
 4. Master Bill
 5. Financials
 6. Collections
 7. Customer Communications and Contacts
 8. Case Management
 9. Service Orders
 10. Meter Reading Analysis with Graphical Representations integration to STAR
- Configure Install Appointment Scheduling Plugin
 1. KC Water Customers book appointments before coming to KC water facility
 2. Case management tool to work customer requests.
 3. Dyanmic configuration dashboard with rules to add appointment types
 4. Scheduling and Resource management

Upgrade Services (ePortal)

Contractor will include upgrade services at no additional costs for implementation. As part of the new contract the current version of ePortal will be eligible for upgrades to our latest release including failover capabilities, batch notifications payments due, and updated user experience.

Application Managed Services

- Provide support for operational and troubleshooting issues and the applicable resolutions as needed within the guidelines set forth herein.
- Monitor ePortal and ensure the application is up and available on a 24x7 basis.
- Managing source code and promotion through the testing and production environments.
- Updates and management of configuration and content.
- Reporting of issues and resolution.
- Status Meetings/Management Reports

Infrastructure and Managed Services Breakdown

Maintenance Services

- **Configuration Management** – Contractor will be responsible for updating Configuration settings and promoting the changes through the lower environments and into Production.
- **Customer Notification Management** - CONTRACTOR will configure and monitor the SMS and email notification engine and ensure that EPORTAL related customer notifications are being sent out and provide a user interface to show returned emails.
- **Content Management** - CONTRACTOR will be responsible for managing and changing any content that cannot be managed through the Admin module and promote these changes through the lower environments and into production.
- **Usage Performance Metrics and Improvements** - CONTRACTOR will work with the CUSTOMER to define 6 KPI's that can be derived out of the data being captured by EPORTAL
- **Support payment Kiosk interface** for account information and payment posting

Infrastructure Services

- Hardware and database patching, licensing, upgrades
 - Failover, Backup and disaster recovery
-

- Code Migration / Promotion Management - Contractor will be responsible for managing the source code and promoting EPORTAL related source code from one environment to another. Will track the code in an online source code repository (GitHub) and will be responsible for checking code out/in.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: _____

By: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Title: _____

Approved as to form:

Assistant City Attorney

CONTRACT FOR SERVICES
STANDARD CITY CONTRACT
AMENDMENT NO. 5
CONTRACT EV2087

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Milestone Utility Services, Inc. (Contractor). The parties amend the Contract entered into on April 1, 2015, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows.

This is an amendment to add scope and pricing providing additional support to CITY assisting with customer care related to CONTRACTOR ePortal and other 3rd Party Applications. CONTRACTOR will provide part-time support as needed that can be a blended resource that is either technical, functional or both depending on the CITY need.

The following language is being added to Attachment A.

Attachment A: Scope of Work

CUSTOMER SELF-SERVICE PORTAL TO CONTRACTOR EPORTAL 2.0

1 Overview

1.1 Introduction

CITY has requested the CONTRACTOR to provide additional support helping with customer care and billing issues on as needed basis part-time. The resource will be a blended resource so there is no restriction on the type of work that might need to be performed.

1.2 Assumptions

- CITY will be responsible for procuring any necessary software or hardware.
- CITY will provide a development environment with data recently cloned from Production. CONTRACTOR will develop corrections and enhancements in this development environment, and therefore will need complete access to apply forms, processes and database objects.
- CITY will provide CONTRACTOR with remote access to Development, Training, and Testing Hansen Banner, LLC. Banner 4.3 environments. This includes the front-end application, as well as the servers and database. CONTRACTOR will be able to access and utilize other applications such as document repositories, defect tracking, log/lis file viewers, etc.

The services contained in this amendment are Fixed Price. Any changes in scope, assumptions or cost of execution will result in an additional Project Change Request. CONTRACTOR will invoice in full at the execution of this Amendment . The payment terms for all invoicing is Net 30 Days.

The table below describes the deliverables and the payment schedule.

Deliverable	Deliverable Description	Amount
2.1.1	Additional Support	\$45,000
	Total	\$45,000

TRAVEL:

No travel, living or incidental expenses are authorized to be billed separately. The fee for the deliverable is firm and fixed and inclusive of any additional charges.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

CONTRACT FOR SERVICES
STANDARD CITY CONTRACT
AMENDMENT NO. 4
CONTRACT EV2087

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Milestone Utility Services, Inc. (Contractor). The parties amend the Contract entered into on April 1, 2015, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows.

This is an amendment to add scope and pricing for the replacement of the current corporate website, configuration of AWS hosted servers, exposing ePortal web services for integration with Alexa Skillset, creation of oracle form to manage web profiles, creation oracle forms to manage start or stop service requests submitted using ePortal, saving payment methods, separation of web checks in extract files sent to the CITY banking institution, blocking customers from making credit card payments and initiating the ACH Automatic Payment Prenote process.

The following language is being added to Attachment A.

Attachment A: Scope of Work

CUSTOMER SELF-SERVICE PORTAL TO CONTRACTOR EPORTAL 2.0

1 Overview

1.1 Introduction

CITY has requested several modification related to the implementation of CONTRACTOR ePortal 2.0 (EV2087 Amendment No.3) based on gaps in functionality identified as part of the requirements gathering. The modification will be included as part of the migration to the latest release of CONTRACTOR ePortal. The modifications include a replacement of the current corporate website, configuration of AWS hosted servers to allow CONTRACTOR ePortal installation, exposing ePortal web services for integration with Alexa Skillset, creation of oracle form to manage web profiles and creation oracle forms to manage start or stop service requests submitted using ePortal.

1.2 Assumptions

- CITY will be responsible for procuring any necessary software or hardware.
- CITY will provide a development environment with data recently cloned from Production. CONTRACTOR will develop corrections and enhancements in this development environment, and therefore will need complete access to apply forms, processes and database objects.

CONTRACTOR will replace the current corporate website <https://www.kcwaterservices.org/> with a new website that will utilize Responsive Design for mobile devices and WordPress for content management. The new website will be installed on the same AWS hosted server that ePortal was installed. The configuration will include several iterations of CITY review and requirements session to finalize the overall content and appearance. CONTRACTOR will provide training on configuration and content management using WordPress. CONTRACTOR will migrate existing content from current website to the new website as required by the CITY.

2.1.2 AWS Configuration

CONTRACTOR will assist the necessary steps needed to install ePortal on hosted AWS servers. This will include configuration of a VPN tunnel necessary to communicate with CITY database servers located behind CITY firewall. Configuration of Wildfly (JBoss) web application servers required for ePortal installation for development and production environments. Configuration of outbound email and SMS messages using AWS pinpoint gateway.

2.1.3 Expose ePortal web services for Alexa Skillset

CONTRACTOR will expose ePortal web service for integration to Amazon Alexa Skillset. This will include the necessary security configuration and assistance with integration testing of web service to Alexa Skillset. CONTRACTOR will only be responsible for integrating Alexa Skillset to use the web services once exposed.

2.1.4 Web Profile Management Form

CONTRACTOR will create an Oracle form that can be used to manage ePortal Web Profiles. The ePortal base product provides a web page located within Administration console for Account Profile Management but it would require CITY employees to navigate away from the billing application to manage ePortal portal inquiries. The oracle form will have same functionality web page besides sending an email for password reset. The form will include the following information related a customer's web profile:

- UserID
- Email
- Security Questions
- Unlock Account
- Reset Password allowing a new password defined by CITY employees
- Reset Password allowing a customer to set a new password by selecting Forgot Password link on ePortal website
- View and Remove Share Account access that has been granted by a customer
- Remove ePortal registration

2.1.5 Web Start/Stop Service Requests

CONTRACTOR will create a Bank Draft extract process that will separate web check payments from recurring bank payments in extract files sent to the CITY financial institution. The process will create two separate extract files in NACHA format identifying web checks and recurring bank payments separately. The process will be executed from the Banner Application and run as part of batch processing or independently. The process will use same processing logic as the existing Bank Draft Process (UAPCBDD) that is ran today with the exception of summing payment records made on the same day using the same bank information and customer. The new Bank Draft process should be used in place of the current Bank Draft Process (UAPCBDD)

2.1.10 Bank Draft Enrollment Real-time Prenote

CONTRACTOR will modify the existing bank draft enrollment logic to create a prenote bank draft record that is sent to CITY financial institution for validation. The current process can take up to two billing periods or 60 days to begin drafting a customer’s bank account for CITY charges. The enhancement allows the customer to begin having their account drafted starting with their next bill instead of two billing periods. Prenote bank draft records will be created for both new bank draft enrollments and modifications of an existing enrollment that are the result of an ePortal web transaction.

The following language is being added to Attachment B.

Attachment B: Cost Breakdown

CUSTOMER SELF-SERVICE PORTAL TO CONTRACTOR EPORTAL 2.0

The services contained in this amendment are Fixed and Fixed Price. Any changes in scope, assumptions or cost of execution will result in an additional Project Change Request. CONTRACTOR will invoice in full once all modifications have been delivered and accepted by the CITY. The payment terms for all invoicing is Net 30 Days.

CONTRACTOR will provide CITY with Maintenance and Support on the CONTRACTOR modifications as part of CONTRACTOR ePortal maintenance agreement. This maintenance will provide CITY with defect corrections on any issue related to the identified modifications in this amendment. There will be no cost increase in the original CONTRACTOR Maintenance terms.

The table below describes the deliverables and the payment schedule.

Deliverable	Deliverable Description	Amount
2.1.1	Corporate Website Replacement	\$10,000
2.1.2	AWS Configuration	\$5,000
2.1.3	Expose ePortal web services for Alexa Skillset	\$5,000
2.1.4	Web Profile Management Form	\$0
2.1.5	Web Start/Stop Service Request Forms	\$0
2.1.6	ACH Wallet Integration	\$32,000
2.1.7	Credit Card Wallet Integration	\$16,000
2.1.8	Restrict Credit Card Payments by Customer	\$3,000
2.1.9	Web Check NACHA Extract	\$5,400
2.1.10	Bank Draft Enrollment Real-time Prenote	\$21,500
Total		\$97,900

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

By: Frank W Anderson

Date: 2/18/2019

Title:
Chief Operating Officer

KANSAS CITY, MISSOURI

By: Wendy Joellen

Title:
Procurement Mgr

Date: 3/27/19

Approved as to form:

[Signature]
Assistant City Attorney

CONTRACT FOR SERVICES
STANDARD CITY CONTRACT
AMENDMENT NO. 3
CONTRACT EV2087

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Milestone Utility Services, Inc. (Contractor). The parties amend the Contract entered into on April 1, 2015, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows.

This is an amendment to add scope and pricing for the creation of a secure interface using a website redirect to JetPay to accept credit card payments using the Customer Self Service Portal.

The following language is being added to Attachment A.

Attachment A: Scope of Work

CUSTOMER SELF-SERVICE PORTAL TO CONTRACTOR EPORTAL 2.0

1 Overview

1.1 Introduction

CITY implemented the CONTRACTOR Customer Self-Service Portal in 2015. Today, CONTRACTOR ePortal 2.0 is the latest release available for upgrade and has new features and functionality aimed to improve the customer experience. As outlined in this SOW, CONTRACTOR will upgrade CONTRACTOR Customer Self-Service Portal to the new CONTRACTOR ePortal 2.0 release and provide support for 3 years.

The project is targeted to start on March 1, 2018. The names and titles of all CONTRACTOR project resources are included in the Statement of Work. A training plan is included for all functionality, administration, reporting, and technical training requirements.

CONTRACTOR will provide a Project Manager (PM) to oversee all activities for both CONTRACTOR and CITY, acting independently from the project. The resource identified will serve specifically as the PM role for CONTRACTOR with the expectation that CITY will also rely heavily on the same PM. The PM will serve independently from the technical or functional resources.

- Social Media Access – This provides the customer with the ability to login through their Facebook, Twitter, and Google accounts for the benefit of making engagement more accessible.

1.2.2 Account Summary

Account Summary provides an overview of account specific information in dashboard format and provides a user-friendly display of billing related information.

- Name and Address
- Account Number
- Account Status
- Balance on the account
- Past Due Amount if applicable
- Current Amount Due
- Next payment due date
- Meter number on the account
- Last meter read date
- Consumption amount at the last reading
- All programs the customer is enrolled in
- The ability to make a payment

1.2.3 Account History

- Billing History
- Payment History
- Usage History
- Graphical Representation of Usage for the past 36 months
- Access Current Billing Statement
- Access Past Billing Statements

*Release 2.0 Notes

- Responsive Charts and Graphs – The customer can now view more customer-friendly, easy-to-understand usage charts and graphs to improve the customer experience.

1.2.4 Payment

- Credit/Debit Card Payments (redirects to payment vendor website)
- Automatic Bank Draft
- Electronic Check (One-time Phone Check)
- Pay by Phone (Displays the Contact Phone Number to make a payment by phone)
- Payment Location (Display all the pay location in a map view and provide address)
- Payment Arrangements

*Release 2.0 Notes

- Dynamic Rules – Gives more flexibility to the utility in managing the website by making it easier to configure without CONTRACTOR’s assistance.
- Analytics – Reporting capabilities making it easier to obtain and drill down on the information from the analytics captured in graphs, charts, etc. Provides information needed to improve the quality of service to customers.
- Dynamic Alerts – The utility can now configure the portal with dynamic alerts which are based on the utility’s specific billing and payment business processes.
- Rebates and Other Programs – Added the ability to provide information about rebates and other programs.

1.4 Technology/Architectural Overview

CONTRACTOR ePortal API’s can be used by the self-service portal as well as through the IVR application. These API’s are configurable and rule-driven. These API’s include all the same edits found in the Banner forms when a CSR is performing these transactions manually.

The presentation layer is separated from business layer and data layer. CONTRACTOR ePortal model is based on N-tier architecture, Presentation Layer, Business Layer and Data Layer. This model helps the client make changes to the presentation layer without affecting the business or data layer and vice versa. This model also allows the client to add new enhancements to any of the layers to reduce the implementation time and downtime to apply the new releases.

The frontend framework is designed and developed on SOA architecture. CONTRACTOR ePortal is mobile ready through responsive design. CONTRACTOR used HTML5, Spring Mobile and JQuery Mobile.

- ***Release 2.0 Feature**
Responsive Design – Responsive design provides the ePortal user with the ability for the ePortal to adapt to any device, tablet, desktop, and smartphone. This adds another way to view the website on a smartphone without downloading the mobile app.

1.5 Assumptions

- CITY will be responsible for procuring any necessary software or hardware.
- CITY will provide a development environment with data recently cloned from Production. CONTRACTOR will develop corrections and enhancements in this development environment, and therefore will need complete access to apply forms, processes and database objects.
- CITY will provide CONTRACTOR with remote access to Development, Training, and Testing Hansen Banner, LLC. Banner 4.3 environments. This includes the front-end application, as well as the servers and database. CONTRACTOR will be able to access and utilize other applications such as document repositories, defect tracking, log/lis file viewers, etc.
- CITY will provide the project team with knowledge of current installation and business processes (or access to them) and has the authority to make decisions about online self-service web offerings.

Deliverable Number	1.
Content	A detailed task list including schedules, and resource assignments.
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR Project Manager, CONTRACTOR Customer Engagement Specialist, & CITY Project Manager
CITY Contribution	Work with CONTRACTOR Project Manager to finalize CITY resources and project deliverables.
Deliverable Format	MS Project

Deliverable Number	2.
Deliverable Name	Weekly Activity Status Reports
Purpose	To provide clear, on-going communications to the project team concerning the status of the CONTRACTOR deliverables, the CONTRACTOR Project Manager will prepare a formal weekly activity report providing current project status.
Content	Ongoing communication between the project managers will help to ensure that any variances to the project plan are identified and addressed in a timely manner. The reports will contain sufficiently detailed information to enable CITY to determine the status of the project and any variance from the project plan.
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR PM will provide information to the CITY PM
CITY Contribution	Attend status meetings, provide feedback on any CITY tasks.
Deliverable Format	MS Word delivered electronically on a weekly basis.

2.1.2 Configuration Workshop

CONTRACTOR will conduct an on-site workshop to review the Admin Console and new configuration settings included with the solution. The content management system will be demonstrated, and CITY will review the content that has been converted from the existing website. This content includes on screen messaging, email content, and enrollment policies displayed to the user.

CONTRACTOR will capture these different settings in a configuration setting document. This document will be used to set up the software in the CONTRACTOR development instance. Additionally, these will be the configuration settings provided on the initial software installation on CITY's development instance.

CONTRACTOR will document the configuration settings in a configuration document and provide to CITY. This document will be used to set up the CONTRACTOR ePortal system for testing and then as the installed application on CITY's development box.

Deliverable Number	5.
Deliverable Name	Updated Configuration Document – Initial Configuration
Purpose	Provide up-to-date configuration document to CITY in the event of an agreed upon setting change (if there are any changes).
Content	Specific codes and setting to be used to set up CONTRACTOR ePortal software.
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR Functional Consultants, CITY Functional Personnel, CITY Technical Personnel
CITY Contribution	Resolve any issues or conflicting requirements.
Deliverable Format	MS Excel Document

2.1.4 Configuration Testing

Once the Application Configuration has occurred, CONTRACTOR will conduct a basic test ensuring that the application has been configured properly, the appropriate transactions are being created in Hansen Banner, LLC. Banner, and that the correct modules are available to the end user. The testing verification will also include migration of existing content from previous version of ePortal to the new release where it can be managed within the Admin Console. CONTRACTOR will make the base test cases available to CITY when they are complete, and prior to Configuration Testing, so they can be used in the creation of UAT test cases. CONTRACTOR will provide completed test cases with results at the completion of UAT.

Verification of all web content will be done by CONTRACTOR Customer Engagement Specialist Marketing Resource to ensure all customer facing information is clear and concise. The objective of this test is to verify configuration, operability, registration migration, and website content is in accordance with CITY's configuration settings. This test will be conducted in CITY development servers. CONTRACTOR will deliver all testing documentation to CITY for review of test results and to assist with the creation of UAT test scripts.

Deliverable Number	6.
Deliverable Name	Unit Test Results – Initial Configuration
Purpose	Provide proof to CITY of the functioning system after configuration.
Content	Test purpose, test steps, and testing results
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR QA Testers, CONTRACTOR Customer Engagement Specialist
CITY Contribution	None
Deliverable Format	MS Word – CONTRACTOR Test Case Template

3. Training

After the configuration has been tested to verify it is operating according to CITY's requirements, CONTRACTOR will provide CITY with application training for CSRs and supervisors. This training will demonstrate each module that has been configured. Instruction will be provided on each of the modules and how the different settings accomplish CITY's requirements. CONTRACTOR will work directly with CITY Trainer(s) to finalize training documentation that will be used for training and can also be utilized for end user training classes going forward.

Additionally, CONTRACTOR will provide training for the support and communication staff to go over the technical support and administrative requirements of the system. CONTRACTOR will provide training on content management, template configuration (SMS/email) and dashboard analytical reporting to CITY communication staff so they can properly configure and manage customer facing interaction. CONTRACTOR will also provide support training to go over rule configuration, database schemas/table structure and basic triage of potential issues.

CONTRACTOR Customer Engagement Specialist will provide input and collaborate with CITY Marketing Director.

As we move through the training, CITY may find that there are some final configuration changes that they would like to make. These final changes will be updated in the Configuration Setting Document or Gap analysis document.

3.1 Training Plan and Agenda

3.1.1 Train the Trainer Training (Duration: 1 week, Sessions: 2)

The first part of training will consist of training CSRs and supervisor. The training will last approximately 4 days and will be available in two-separate, one-week sessions. Each training session will contain no more than 24 people and users will be expected to complete activities that will involve training PC's connected to a test environment. The complete functionality of CONTRACTOR ePortal including both existing and new functionality will be included. The first two days will primarily focus on the customer-facing CONTRACTOR ePortal functionality highlighting new functionality to this release. The next two days will focus on making updates to customers' accounts based on requests received. If needed, CONTRACTOR will provide one Saturday training session shifting the schedule below to include a full-day of training on Saturday.

Day	Description	CITY Resources
Monday AM	Travel	
Monday PM	Introduction and Demo ePortal Registration via Social Media Pay Now* Sharing the Account* Find an Account Profile Management Notifications*	CSRs and Supervisors

Day	Description	CITY Resources
	Follow up items and questions.	
Wednesday AM	System Rules and Configuration, Dashboard reporting for APIs	IT Support
Wednesday PM	Database Schema and Table, Researching Account Issues	IT Support
Thursday AM	Follow up on items, Questions	IT Support

Deliverable Number	9.
Deliverable Name	Technical Training
Purpose	To provide an overview on the database structure and system configuration to assist IT Support inquiries and future configuration changes.
Content	Classroom setting consisting of lecture and hands-on practice training as described.
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR Trainer, CITY CS Support Team
CITY Contribution	Attend Training
Deliverable Format	Classroom training environment for 4 days designed for 1-3 attendees.

Deliverable Number	10.
Deliverable Name	Functional Training
Purpose	To provide functional training on the complete application including both old and new features.
Content	Classroom setting consisting of lecture and hands-on practice training as described.
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR Trainer / CITY Trainer(s)
CITY Contribution	Attend Training.
Deliverable Format	Classroom setting for 4 days consisting of lecture and hands-on practice training for up to 12 attendees.

Deliverable Number	11.
Deliverable Name	Functional Training Documentation
Purpose	To develop step-by-step training documentation that will be used for CSR training sessions for current and future needs.
Content	The content of the training document will cover all modules that will be utilized by CITY and available to their customers. This will include but not limited to e-bill payments, service orders, automatic payments, password reset/unlock, usage and history.
Primary Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR Trainer / CITY Trainer

5. User Acceptance Testing

CONTRACTOR will provide functional and technical support for CITY’s User Acceptance Testing. This support includes triaging issues found by CITY’s testers, addressing any of those issues via configuration, coding corrections, and/or potential training issues. CONTRACTOR will provide 1 FTE (Full Time Equivalent) for 2 weeks of support. (The hours for this task may be split between multiple technical and functional resources.) CONTRACTOR will provide the base configuration test cases to CITY to be utilized in the creation of CITY UAT test cases. CONTRACTOR functional resources will work with CITY resources to review and finalize UAT test cases that will perform complete end-to-end testing based on business processes. The CONTRACTOR Project Manager will oversee the development and execution of the CITY UAT test cases to assure the tasks are completed by the agreed upon dates. CITY will be responsible for the creation of UAT test cases with CONTRACTOR review and the execution of all UAT test cases.

Deliverable Number	14.
Deliverable Name	User Acceptance Testing Documentation
Purpose	Proof of completed test cases
Content	Test steps, testing results, sign off
Primary Responsibility	CITY
Participants/Roles	CITY Functional/Business Resources: Development and execution of UAT test cases; CONTRACTOR Support: Triage and fix UAT issues; CONTRACTOR Functional Resource: assist in reviewing/finalizing UAT test cases; CONTRACTOR PM: track status of UAT tasks to assure completion by agreed upon date.
CITY Contribution	Create, Execute and document tests
Deliverable Format	To be determined by CITY to notify CONTRACTOR that UAT is complete. Testing should be completed within the 15-day period after final configuration is delivered.

6. Go-Live Support

CONTRACTOR will provide go-live support to CITY that may be used after User Acceptance Testing and during go-live. These support tasks include triage of issues reported by CITY, correction of base application issues and answering questions regarding functionality of the application.

CONTRACTOR will provide 1 FTE (Full Time Equivalent) for 4 weeks of support post Go-Live. The hours for this task may be split between multiple technical and functional resources. After the 4 weeks, all support will rollover into the Maintenance period.

Deliverable Number	15.
Deliverable Name	Go Live Support
Purpose	To assist CITY in the execution of the migration cut-over plan.

8. Marketing and Communications Support Services

CONTRACTOR will provide (1) Customer Engagement Specialist to provide communication campaign support. Work is expected to include content consulting and strategic guidance for materials such as email, landing page, web banner, social media asset, article content, video, event materials, and/or press release. CONTRACTOR will share best practices to increase customer acquisition and retention to help support more recognized value to CITY from the CONTRACTOR ePortal 2.0 upgrade. Marketing assets will be created, produced, and distributed by CITY.

The Customer Engagement Specialist will test documentation prepared by CONTRACTOR. The effort will include reporting on customer-specific testing to ensure a positive customer journey is executed in the upgraded CONTRACTOR ePortal.

Deliverable Number	17.
Deliverable Name	Customer Engagement Campaign Support
Purpose	To support a successful communication campaign launch of new features available to customers.
Content	Consulting and strategic guidance related to marketing materials for the new ePortal customer launch campaign. May include materials such as email, landing page, web banner, social media asset, article content, event materials, and/or press release. *marketing assets will be created, produced, and distributed by CITY.
Primary Responsibility	CONTRACTOR
Participants/Roles	Customer Engagement Specialist
CITY Contribution	Collaboration with communications manager and team members.
Deliverable Format	As determined by CITY.

9. Customizations

Any gaps regarding eligibility for certain programs or plans that were captured during the workshop phase are discussed with CITY. If CITY wishes to pursue the additional functionality, then this will proceed using the change request methodology detailed below.

10. Schedule of Work

For this CONTRACT, electronic media will be MS Word or Adobe (PDF) for text and MS Project for project plans. The deliverables are discussed in detail in the tables within each task.

The schedule of work will be agreed by both parties upon acceptance of any work incorporated under this implementation SOW. CONTRACTOR will provide resources to perform work within a mutually agreed upon start date. Estimated start date is targeted for March 1, 2018 or 2 weeks following contract execution.

10.2 Methodology

Task Name	Duration	Start	Finish
- Project Management	126 days	Thu 3/1/18	Thu 5/23/18
Finalize Project Plan and Resources	10 days?	Mon 9/11/17	Fri 9/22/17
Manage all project resources	121 days?	Mon 9/18/17	Mon 3/5/18
Conduct weekly status meetings	121 days?	Mon 9/18/17	Mon 3/5/18
Deliver Project Status updates to KC Water	121 days?	Mon 9/18/17	Mon 3/5/18
- Milestone ePortal Implementation	121 days?	Thu 3/1/18	Thu 8/16/18
- Project Initiation	13 days?	Thu 3/1/18	Mon 3/19/18
Develop Detailed Joint Project Plan & Schedule	2 days	Thu 3/1/18	Fri 3/2/18
Identify Project Resources	0 days?	Fri 3/2/18	Fri 3/2/18
Establish Project Communication & recurring meetings	0 days?	Fri 3/2/18	Fri 3/2/18
Project Kickoff	1 day	Mon 3/19/18	Mon 3/19/18
- Platform Installation - Development	8 days	Mon 3/5/18	Wed 3/14/18
Install and Config Framework Software	1 day	Mon 3/5/18	Mon 3/5/18
Install ePortal Software	5 days	Tue 3/6/18	Mon 3/12/18
Installation Verification	2 days	Tue 3/13/18	Wed 3/14/18
- Configuration Workshop	17 days?	Thu 3/15/18	Fri 4/6/18
Conduct Onsite Config Workshop	4 days	Thu 3/15/18	Tue 3/20/18
Configuration Settings Document - Draft	2 days	Wed 3/21/18	Thu 3/22/18
Document Gaps	2 days	Fri 3/23/18	Mon 3/26/18
Document Screen Mock Ups	3 days	Tue 3/27/18	Thu 3/29/18
Review Documentation with Client	1 day?	Wed 4/4/18	Wed 4/4/18
Deliver Final Documentation	1 day?	Fri 4/6/18	Fri 4/6/18
- Platform Configuration	12 days	Mon 4/9/18	Tue 4/24/18
Enable / Disable Modules	2 days	Mon 4/9/18	Tue 4/10/18
Enter Config based on Config Document	5 days	Mon 4/9/18	Fri 4/13/18
Application Blending	5 days	Wed 4/11/18	Tue 4/17/18
Modify Screens as per Mock Ups	5 days	Wed 4/16/18	Tue 4/24/18
- Interfaces and Enhancements	11 days?	Mon 4/9/18	Mon 4/23/18
Configure Bill Presentment Interface	1 day	Mon 4/9/18	Mon 4/9/18
Configure JetPay Payment Interface	1 day	Tue 4/10/18	Tue 4/10/18
Configure Aclara MDM interfac	3 days	Wed 4/11/18	Fri 4/20/18
Testing Complete - System Ready for Ci	1 day?	Mon 4/23/18	Mon 4/23/18

- Additional Support	121 days	Thu 3/1/18	Thu 8/16/18
Support for out of scope items	10 days	Mon 3/5/18	Fri 3/16/18
- Marketing	120 days?	Mon 3/5/18	Fri 8/17/18
Implementation Workshops and Meetings	1 day?	Mon 3/5/18	Mon 3/5/18
Post Go-Live reporting metrics	1 day?	Fri 8/17/18	Fri 8/17/18
Customer-centric testing	3 days	Thu 5/17/18	Wed 5/23/18
Communication and Reporting	1 day?	Fri 7/13/18	Fri 7/13/18
- Campaign Consulting	10 days	Tue 3/20/18	Mon 4/2/18
Marketing Plan	3 days	Tue 3/20/18	Thu 3/22/18
Consultation on existing marketing strategy	3 days	Fri 3/23/18	Tue 3/27/18
Content consulting, writing, design	4 days	Wed 3/28/18	Mon 4/2/18

11. Resources

The following CONTRACTOR resources will work on the identified objectives and deliverables.

SOURCE	NAME	TITLE	ROLE/RESPONSIBILITY
CONTRACTOR	Brian Menard	Project Manager	Manage overall implementation tasks for both CONTRACTOR and CITY resources.
CONTRACTOR	Mike Burnor	Senior Business Consultant	Configuration workshop, Application testing, Documentation, Training, Support
CONTRACTOR	Phani Kosuri	Technical Consultant (Web)	Application Configuration, Support
CONTRACTOR	Sreenivasa Kosuri	Technical Consultant (Web)	Application Configuration, Support
CONTRACTOR	Anil Mittamidi	Technical Consultant (DB)	Application Configuration, Support
CONTRACTOR	TBD	QA Tester	Run and verify testing according to scripts
CONTRACTOR	Jennifer Espelien	Communications Director/ Customer Engagement Specialist	Testing, QA, and verification of Marketing Review and requirements
CITY	Joel Mendoza	Co-Technical Lead	Oversee technical aspects of project
CITY	Liz Duggan	Functional Lead	Oversee functional requirements

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

By: Frank W Anderson

Date: 2/28/2018

Title: Chief Business Development Officer

KANSAS CITY, MISSOURI

By: Renee Medlin

Date: 03/01/2018

Title: Procurement Manager

Approved as to form:

Assistant City Attorney

**CONTRACT FOR SERVICES
STANDARD CITY CONTRACT
AMENDMENT NO. 2.
CONTRACT EV2087**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Milestone Utility Services, Inc. (Contractor). The parties amend the Contract entered into on April 1, 2015, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows.

This is an amendment to add scope and pricing for the creation of a secure interface using a website redirect to JetPay to accept credit card payments using the Customer Self Service Portal.

The following language is being added to Attachment A.

Attachment A: Scope of Work

CREDIT CARD INTERFACE FOR JETPAY

1. INTRODUCTION AND OBJECTIVES

CONTRACTOR will modify the CONTRACTOR Customer Self Service Portal.

Provide Kansas City Water Services with a means to accept credit card payments using the Customer Self Service Portal by creating an interface to JetPay to process payments. The interface will be a secure interface using a combination of server and web packages to assure information is secure. The customer will be redirected to JetPay website to complete payment. This modification will apply to both the website and mobile application.

The applicable assumptions, definitions, scope, and deliverables applicable to the modifications to the CONTRACTOR Customer Self Service Portal are contained within this SOW.

1.1 Understanding the Requirements

CONTRACTOR will create a new credit card interface to JetPay to allow customers to submit credit card payments using a redirect to JetPay website to complete the payment from the website and mobile app. Payments will also be accepted from IVR allowing the customer to enter the credit card information also notifying the customer of the fee amount.

2. ASSUMPTIONS

2.1 CITY will be responsible for procuring any necessary software or hardware.

2.2 CITY will provide a Banner or Customer Suite development environment with data recently cloned from Production. CONTRACTOR will develop corrections and enhancements in this development environment, and therefore will need complete access to apply forms, processes and database objects.

- 2.3 CITY will provide CONTRACTOR with remote access to Development, Training and Testing Banner or Customer Suite environments. This includes the front-end application, as well as the servers and database. CONTRACTOR will be able to access and utilize other applications such as document repositories, defect tracking, log/lis file viewers, etc.
- 2.4 All CONTRACTOR-led training will be conducted with an optimal class size of twelve (12) attendees and a moderate level of interaction. If there are additional attendees, an additional trainer will be allocated and utilized, pursuant to the Change Request provisions otherwise specified in this SOW.
- 2.5 CITY will provide training room with equipment setup.
- 2.6 CITY provides project team with knowledge of current installation and business processes (or access to them) and has the authority to make decisions about online self-service web offerings.
- 2.7 CITY has a project manager who is responsible for managing CITY's tasks and resources. CONTRACTOR will provide a project manager who is responsible for managing CONTRACTOR tasks and resources.
- 2.8 The target version to integrate CONTRACTOR Customer Self-Service Portal is Customer Suite Version 4.3. The target version of MCSSP to implement is ePortal 2.0.
- 2.9 CITY will create an environment on the operating server such that the CONTRACTOR ePortal 2.0 can be installed.
- 2.10 If online Credit/Debit payments are to be utilized, CITY will negotiate with the online payment card vendor where the portal will navigate the customer.
- 2.11 All software will be delivered electronically.
- 2.12 Project Management and Technical and Functional Support ("Project Oversight") Services are based on a project duration of no longer than six (6) months. Any extension or delay of the project, or requests for additional Project Oversight will require CITY to develop and execute a separate, additional Statement of Work for any additional Project Management and/or Technical and Functional Support hours.
- 2.13 Upon acceptance by both parties, CONTRACTOR and CITY shall each assign a representative to act as Project Manager for the appointing party through the final acceptance by CITY. The total project duration will not exceed six (6) months without mutual agreement of the project managers, including a user acceptance test period lasting no longer than (10) calendar days.
- 2.14 CITY will be responsible for the development and execution of Acceptance Testing test plans, test cases and other testing artifacts with support from CONTRACTOR personnel.
- 2.15 This SOW is for professional services only. It does not include costs associated with obtaining licensed products from CONTRACTOR, hardware costs, or third party software or services costs associated with the implementation.
- 2.16 CITY is responsible for testing the Software and reporting any deficiencies to CONTRACTOR for investigation. All software deficiencies will be resolved under the terms of the Software License Agreement.
- 2.17 CITY is responsible for all changes on the IVR side to communicate with the JetPay interface through the Billing Database.

2.18 CONTRACTOR will not be responsible for stopping payments made from the mobile app for previous version downloads. The code is stored on the mobile device so it can't be modified without the customer downloading a new version.

3. DEFINITIONS

All capitalized terms used and not defined herein shall have the same meanings given them in the Agreement.

(a) "Baseline Component System" has the meaning ascribed to such term in the Software License Agreement between the parties, and further, for purposes of this SOW, refers specifically to the CONTRACTOR Customer Self-Service Portal (MCSSP).

(b) "Change Request" means any request for a change to this SOW as specified in Section 5 of this SOW.

(c) "Customizations" mean those modifications and/or interfaces made to the Baseline Component System. Also referred to as "Customization" or "Modification."

(d) "Cut-over" means the period of time beginning with final migration and working towards production processing.

(e) "Deliverable" means the Services, documents and /or materials identified in Section 4 of this SOW.

(f) "Target Release" means the version of the Baseline Component System to which CITY is implementing.

(g) "Work Effort" means the Services rendered by the team of CITY and CONTRACTOR as specified in this SOW.

(h) "Third party software" means binary versions of the computer software programs licensed to Ventyx from third parties and sublicensed to CITY pursuant to the terms and conditions of a License Agreement.

4. SCOPE OF WORK AND DELIVERABLES

CITY has purchased and implemented the CONTRACTOR Customer Self-Service Portal and wishes to make a modification to the Baseline product. The Work Effort consists of the major activities described below.

- 4.1 Create a package on both the website and mobile application that will be called when a customer requests to make a credit card payment. The package will send a request to the JBOSS server to retrieve the transaction id required to redirect a customer to JetPay website.
- 4.2 Create a JBOSS server package to retrieve the transaction id from JetPay. The package will be created on the JBOSS server to keep JetPay user credentials secure. The package will send a request to JetPay using the saved credentials returning a unique transaction id that can only be used one time.
- 4.3 Create an interface using a 3rd party redirect on both the website and mobile application to send the transaction id and account information to JetPay. This will allow the customer to complete a credit card payment using the JetPay Website.
- 4.4 Update Self Service Database Package to populate the credit card payment history table using the new interface.

- 4.5 Create an interface to IVR that will return the fee amount and allow customers to submit credit card payments. The interface will first return a fee amount to the customer based on the payment amount the customer requests to submit. Once the customer accepts the fee a second transaction will be made that will include the credit information. The credit card and account information will be sent to JetPay to complete payment transaction. The JetPay interface will then return a success or failure message.
- 4.6 Modify the mobile app login to restrict users from logging in on the old mobile app versions to keep credit card payments from being submitted to the old vendor Elavon. A new parameter will be added to the login procedure to identify the app version.

The following language is being added to Attachment B.

Attachment B: Cost Breakdown

CREDIT CARD INTERFACE FOR JETPAY

PRICING SUMMARY:

Create a secure interface to JetPay to accept credit card payments using the Customer Self Service Portal.

Modification	Cost
Mod 1: Credit Card Interface for JetPay	\$28,000

PAYMENT TERMS:

The services contained in this PCR are Fixed Price. Any changes in scope, assumptions or cost of execution will result in an additional Project Change Request. CONTRACTOR will invoice in full at the end of project once City has accepted portal. The payment terms for all invoicing is Net 30 Days.

Deliverable	Amount
Code Delivery	\$28,000
Total Cost	\$28,000

TRAVEL:

All above pricing is inclusive of all travel and living expenses. No additional fees will be accepted for payment. There will be no Travel & Living expenses for this project. CONTRACTOR will do all the work remotely.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

By: Frank W Anderson

Title: Chief Business Development Officer

Date: 8/9/17

KANSAS CITY, MISSOURI

By: Cedric K...

Title: Manager of Procurement Services

Date: 8/31/17

Approved as to form:

[Signature]
Assistant City Attorney

**CONTRACT FOR SERVICES
STANDARD CITY CONTRACT**

AMENDMENT NO. 1

CONTRACT EV2087

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Milestone Utility Services, Inc. (Contractor). The parties amend the Contract entered into on April 1, 2015, as follows:

Sec. 1. Sections Amended. The Contract is amended as follows.

The following language is being added to Attachment A.

Attachment A: Scope of Work

MCSSP Modify MVOT Processing: Self-service portal currently generates move out service orders automatically without a manual review process. The self-service portal will be modified to restrict generation of move out orders prior to the request being reviewed manually. Orders will be reviewed using the same process in place for move in request.

SCOPE OF WORK:

Create a new procedure to process move out orders that will create a record on the UZTSMVN/UZTMVIN allowing manual review of the order. The UZTMVIN/UZTSMVN will be modified to add the order type, default customer number, default customer first/last name and Internal Review Indicator (Default to Checked for Office). The form will also be modified to generate the move out service order when a user accepts the order. The portal and mobile app will be modified to utilize the new service order procedure.

SCHEDULE OF WORK:

The project duration will be 1.5 weeks of work. The go-live date will be 8/13/2015.

	Task	Duration	Deliverable
1	Modify and test UZTMVIN/UZTSMVN adding order type, default customer information and internal indicator for Office target system.	24	Modified UZTSMVN/UZTMVIN form
2	Create and test new service order procedure to generate move out requests on UZTMVIN to be reviewed manually	26	New service order procedure for move out orders
3	Modify and test web and mobile app to use the new database procedure	10	Modification to web services to utilize database package.

The following language is being added to Attachment B.

Attachment B: Cost Breakdown

Addition of new project:

MCSSP Modify MVOT Processing

PRICING SUMMARY:

Description	Amount
Firm and Fixed Cost	\$10,530

PAYMENT TERMS:

The services contained in this PCR are Fixed Price. Any changes in scope, assumptions or cost of execution will result in an additional Project Change Request.

Milestone will invoice KCMO as follows:

Invoice	Deliverable	Amount
1	Completion of Client testing and Go Live Prep	\$5,265
2	Acceptance of Software	\$5,265
	Total	\$10,530

TRAVEL:

All above pricing is inclusive of all travel and living expenses. No additional fees will be accepted for payment.

Sec. 2. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 3. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: 8/14/15

By: 

Title: Chief Business Development Officer

KANSAS CITY, MISSOURI

Date: 8/17/15

By: 

Title: Manager of Procurement Services

Approved as to form:


Assistant City Attorney

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2087

TITLE/DESCRIPTION: MILESTONE CUSTOMER SELF-SERVICE PORTAL IMPLEMENTATION

THIS Contract (the "Contract") is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Milestone Utility Services, Inc. ("MUSI"), a Florida corporation ("CONTRACTOR"). Each of the CITY and CONTRACTOR shall be referred to hereinafter as a "Party" and collectively, as the "Parties."

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract; and
- (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents." The Contract Documents include:

Attachment A:	Scope of Work
Attachment B:	Cost Breakdown
Attachment C:	Software Maintenance and License Terms and Conditions
Attachment D:	Contractor Support Priority, Response and Resolution Guidelines
Attachment E:	City Support Escalation Contacts

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on April 1, 2015 and shall end on March 30, 2016. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to four (4) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this

Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation.

- A. CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract. In the event that CONTRACTOR submits an invoice with any error(s) a to form or computation, CITY will provide CONTRACTOR with written notice of such error(s) within fifteen (15) days of receipt of such Invoice, so that CONTRACTOR may promptly cure such error(s) and submit a corrected Invoice.

- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County,

Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon thirty (30) days' prior written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part. CONTRACTOR shall provide CITY with a final Invoice within fifteen (15) days of the effective date of termination, and CITY shall pay all amounts submitted and approved under such final Invoice upon the normal payment terms set forth herein.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days' prior written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days' prior written notice and opportunity to cure such default or breach. If CITY fails to cure such default, then CONTRACTOR shall deliver to CITY a final Invoice for all approved amounts outstanding, and CITY shall tender payment for all amounts outstanding within thirty (30) days of receiving the final Invoice.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and CONTRACTOR employs fifty (50) or more people, CONTRACTOR shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, CONTRACTOR warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. CONTRACTOR shall:

- (a) Submit, in print or electronic format, a copy of CONTRACTOR'S current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, CONTRACTOR does not possess a current certification of compliance, CONTRACTOR shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, CONTRACTOR shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If CONTRACTOR fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$150,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance

with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: Cedric Rowan, C.P.M., Manager
Telephone: (816) 513-1592
Facsimile: (816) 513-1156

With copies to: William Geary, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 28th Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3118

If to the CONTRACTOR: Ram Kasarla, President & CEO
11830 NW 4th Street
Plantation, Florida 33325-2416

With copies to: Michael De Biase, Esq.
Tobin & Reyes, P.A.
225 N.E. Mizner Blvd.
Suite 510
Boca Raton, Florida 33432
Telephone: (561) 620-0656
Facsimile: (561) 620-0657

Sec. 18. General Indemnification.

(a) For purposes of this Section only, the following terms shall have the meanings listed:

1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability

- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days' prior written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days' prior written notice of cancellation to CITY for all other reasons of cancellation.
 - (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
 - (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
 - (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
 - (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids ("IFB") solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple exhibits and documents into this Agreement. In the event of any conflict between the CITY and CONTRACTOR regarding the terms and provisions of this Agreement, the CITY and CONTRACTOR shall follow the following conflict resolution procedure before either party may issue a notice of default under Section 10 of the Contract. First, the CITY's Senior Buyer in its Procurement Services Division and the CONTRACTOR's Chief Business Development Officer shall enter into good faith, non-binding discussions and meet at least once, either in person or over the phone, during a period of not less than fifteen (15) calendar days to seek to mutually and amicably resolve the conflict. If these two officials are unable to mutually and amicably resolve the conflict during the 15 day (or longer) period, the head of the CITY's Procurement Services Division and the CONTRACTOR's Chief Business Development Officer, shall enter into good faith, non-binding discussions and meet at least once, either in person or over the phone, during an additional period of not less than ten (10) calendar days to seek to mutually and amicably resolve the conflict. If these two officials are further unable to mutually and amicably resolve the conflict during the 10 day (or longer) period, the City Manager and/or the CITY's Director of Neighborhood & Community Services Department and the CONTRACTOR's Chief Business Development Officer shall enter into good faith, non-binding discussions and meet at least once, either in person or over the phone, during an additional period of not less than ten (10) days to seek to mutually and amicably resolve the conflict. If the conflict resolution procedure is unsuccessful and the conflict remains unresolved at the end of the last 10 day (or longer) period, either party may then pursue the remedies available to them under the terms of this Contract including, but not limited to, the remedies available under Section 10 of this Contract
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Contract and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Contract.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and the Contract; or (2) CONTRACTOR has consulted with an attorney on this Section and the Contract.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Contract. CONTRACTOR certifies that this Contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both Parties, notwithstanding that both Parties may not sign the same counterpart. The Parties'

signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 24. Assignability and Subcontracting.

- (a) Assignability. CONTRACTOR shall not assign or transfer any part or all of CONTRACTOR'S obligation or interest in this Contract without prior written approval of City. If CONTRACTOR shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit CONTRACTOR from subcontracting as otherwise provided for herein.
- (b) Subcontracting. CONTRACTOR shall not subcontract any part or all of CONTRACTOR'S obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If CONTRACTOR shall subcontract any part of CONTRACTOR'S obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve CONTRACTOR of any of its responsibilities under the Contract, and CONTRACTOR shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by CONTRACTOR, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. CONTRACTOR shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing CONTRACTOR'S services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Intellectual Property Rights. CONTRACTOR shall grant to CITY a license to utilize CONTRACTOR'S Software, substantially in the form of Attachment C, hereto.

Sec. 27. RESERVED.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to

verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 29. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR'S facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR'S hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR'S facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR'S suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).
- (h) Notwithstanding the foregoing, CONTRACTOR'S duties and obligations under this Section 29, shall be limited to the provision of CONTRACTOR's services as contemplated by this Contract. CONTRACTOR shall not be required to provide any additional services outside the scope of this Contract.

Sec. 42. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 43. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY shall have no further monetary obligations in event of termination or reduction of a term contract, other than for services performed (if approved) but not yet invoiced, since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: Milestone Utility Services, Inc

By: 

Title: Chief Business Development Officer

Date: 3/28/15

APPROVED AS TO FORM


Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: Pranee Medlin

Title: Procurement Manager

Date: 03-31-2015

ATTACHMENT A SCOPE OF WORK

1. MILESTONE CUSTOMER SELF-SERVICE PORTAL AND LICENSE AGREEMENT

CITY has purchased the software license for Milestone Customer Self-Service Portal. CONTRACTOR will provide the services needed to implement the new software. CONTRACTOR will perform the work required to install the new software according to City of Kansas City's requirements. When new production issues arise, CITY will first report the issue to CONTRACTOR. for support services and receive a case number.

1.1 ASSUMPTIONS

- CITY will be responsible for procuring any necessary software or hardware.
- CITY will provide a Banner or Customer Suite development environment with data recently cloned from Production. CONTRACTOR will develop corrections and enhancements in this development environment, and therefore will need complete access to apply forms, processes and database objects.
- CITY will provide CONTRACTOR with remote access to Development, Training and Testing Banner or Customer Suite environments. This includes the front end application, as well as the servers and database. CONTRACTOR will be able to access and utilize other applications such as document repositories, defect tracking, log/lis file viewers, etc.
- All CONTRACTOR-led training will be conducted with an optimal class size of twelve (12) attendees and a moderate level of interaction. If there are additional attendees, an additional trainer will be allocated and utilized.
- CITY will provide training room with equipment setup.
- CITY will provide a project team with knowledge of current installation and business processes (or access to them) and they will have the authority to make decisions about online self-service web offerings.
- CITY will have a project manager who is responsible for managing CITY's tasks and resources. CONTRACTOR will provide a project manager who is responsible for managing CONTRACTOR tasks and resources.
- The target version to integrate Milestone Customer Self-Service Portal is Customer Suite Version 4.3. The target version of MCSSP to implement is version 1.0.
- CITY will create an environment on the operating server such that the Milestone Customer Self-Service Portal can be installed.
- If online Credit/Debit payments are to be utilized, CITY will negotiate with the online payment card vendor where the portal will navigate the customer.
- All software will be delivered electronically.
- Project Management and Technical and Functional Support ("Project Oversight") Services are based on a project duration of no longer than six (6) months. Any

extension or unforeseen delay of the project, or requests for additional Project Oversight will require an amendment approved by both the CITY and CONTRACTOR for the additional work.

- Upon acceptance by both parties, CONTRACTOR and CITY shall each assign a representative to act as Project Manager for the appointing party through the final acceptance by CITY. The total project duration will not exceed six (6) months without mutual agreement of the project managers, including a user acceptance test period lasting no longer than (10) calendar days. If the project exceeds six (6) months, an amendment to the project schedule via contract amendment must be approved.
- CITY will be responsible for the development and execution of Acceptance Testing test plans, test cases and other testing artifacts with support from CONTRACTOR personnel.
- CITY is responsible for testing the Software and reporting any deficiencies to CONTRACTOR for investigation. All software deficiencies will be resolved under the terms of the Software License Agreement.

2. DEFINITIONS

All capitalized terms used and not defined herein shall have the same meanings given them in the Contract.

(a) "Baseline Component System" has the meaning ascribed to such term in the Software License Agreement between the parties, and further, for purposes of this CONTRACT, refers specifically to the Milestone Customer Self-Service Portal (MCSSP).

(b) "Change Request" means any request for a change to this CONTRACT as specified in Section 5 of this CONTRACT.

(c) "Customizations" mean those modifications and/or interfaces made to the Baseline Component System. Also referred to as "Customization" or "Modification."

(d) "Cut-over" means the period of time beginning with final migration and working towards production processing.

(e) "Deliverable" means the Services, documents and /or materials identified in Section 3 of this CONTRACT.

(f) "Target Release" means the version of the Baseline Component System to which CITY is implementing.

(g) "Work Effort" means the Services rendered by the team of CITY and CONTRACTOR as specified in this CONTRACT.

(h) "Third party software" means binary versions of the computer software programs licensed to Ventyx from third parties and sublicensed to CITY pursuant to the terms and conditions of a License Agreement.

3. PROJECT DELIVERABLES

3.1 PROJECT INITIATION

CONTRACTOR Project Manager will meet with CITY Project Manager and Core Team to review the project schedule and tasks that are required to complete the project and the implementation rollout strategy and the roles and responsibilities of the participants for completing the Work Effort as defined in the CONTRACT. The review meeting will also help to establish the project parameters and enables the parties to address concerns early in the project. The key project individuals will be identified as well as the stakeholders and decision makers. Project resources will be agreed on as well as the project schedule and detailed project plan. The Milestone Project Manager will provide input on the Milestone tasks and deliverables to the CITY project manager, so that the full project schedule can be developed.

Deliverable Number	1.
Deliverable Name	Detailed Project Plan
Purpose	To provide the detailed information in support of the delivery of the elements in the CONTRACT.
Content	A detailed task list including schedules, and resource assignments.
Primary Responsibility	CITY
Participants/Roles	CONTRACTOR Project Manager & CITY Project Manager
CITY Contributon	Develop the overall project plan and schedule.
Deliverable Format	MS Project

Deliverable Number	2.
Deliverable Name	Monthly Activity Status Reports
Purpose	To provide clear on-going communications to the project team concerning the status of the Milestone deliverables, the CONTRACTOR Project Manager will prepare a formal monthly activity report and provide informal weekly status updates.
Content	Ongoing communication between the Project Managers will help to ensure that any variances to the Project Plan are identified and addressed in a timely manner. The reports will contain sufficiently detailed information to enable CITY to determine the status of the Project and any variance from the Project Plan.
Responsibility	Milestone
Participants/Roles	Milestone PM will provide information to the CITY PM
CITY Contributon	Attend status meetings, provide feedback on any CITY tasks
Deliverable Format	Electronic media format and will be delivered/transmitted by the close of business on the first Friday of each month.

3.2 CONFIGURATION WORKSHOP

CONTRACTOR will conduct an onsite workshop to go over the different modules and configuration settings of the product. It is at this point that preliminary decisions will be made about which modules will be offered to the end customer. Once the modules are decided upon, then the different configuration settings will be reviewed (such as Payment Codes, Payment Arrangement Types, etc). CONTRACTOR will capture these different settings a configuration setting document. This document will be used to set up the software in the CONTRACTOR development instance. Additionally, these will be the configuration settings provided on the initial software installation on CITY's development instance.

In addition to configuration settings, CONTRACTOR will work with CITY to mock up the MCSSP screens for both the web portal and mobile App. We will start out with the base screen shots and then work with CITY to determine if and where each field should be on the screen so that it will make the most sense to their customer.

CONTRACTOR will document the configuration settings and screen mockups in a configuration document that will be provided to CITY. This document will be used to set up the initial MCSSP system for testing and then as the installed application on CITY's development box.

In addition to configuration and screen mock up information, CONTRACTOR will capture any requirement or request that is not offered in the base product. This Gap document will be provided to CITY along with the initial configuration setting document. CITY may decide to pursue one or more of the Gap requirements as a modification; however that would fall into the Project Change Request procedure.

Deliverable Number	3.
Deliverable Name	Configuration Document
Purpose	To document the configuration settings needed by CITY
Content	Specific codes and setting to be used to set up the MCSSP software.
Responsibility	Milestone
Participants/Roles	CONTRACTOR Functional Consultants, CITY Functional Personnel, CITY Technical Personnel
CITY Contributon	Attend configuration workshop, provide requirements and resolve any issues or conflicting requirements.
Deliverable Format	MS Excel Document.

Deliverable Number	4.
Deliverable Name	Gap Document
Purpose	To provide a listing of requirements to CITY that cannot be handled by the base software or standard configuration.
Content	CONTRACTOR personnel will document these requirements and provide them to CITY for review CITY may decide to either forgo these requirements or opt for a modification to the software.
Responsibility	Milestone
Participants/Roles	CONTRACTOR Functional Consultant, CITY Core Team
CITY Contributon	Review and Agree with the documented gaps.
Deliverable Format	MS Word Document.

3.3 APPLICATION CONFIGURATION

After the initial configuration document has been completed, CONTRACTOR will begin configuring the application in the development instance. This configuration consists of the following:

1. Enable / Disable different modules
2. Setting the different rules and validations according to the Configuration Setting Document that was developed during Training.
3. 'Blending' of the MCSSP front end application into CITY's website and mobile App.
4. Hide / Display / Move fields on the screens

If there are additional Customer Suite rules that are being established with the implementation of MCSSP, then those rules and validations will need to be managed by CITY. CONTRACTOR may set these rules up in the Development/Training environment just for testing & training purposes, but CITY must be responsible for creating the appropriate rules in other environments (for example, Milestone will not deliver scripts to set up new Payment Arrangement types on UTRPYAR).

Deliverable Number	5.
Deliverable Name	Updated Configuration Document – Initial Configuration
Purpose	Provide up to date configuration document to the CITY in the event of an agreed upon setting change (if there are any changes)
Content	Specific codes and setting to be used to set up the MCSSP software.
Responsibility	Milestone
Participants/Roles	CONTRACTOR Functional Consultants, CITY Functional Personnel, CITY Technical Personnel
CITY Contributor	Resolve any issues or conflicting requirements.
Deliverable Format	MS Excel Document.

3.4 CONFIGURATION TESTING

Once the Application Configuration has occurred, CONTRACTOR will conduct a basic test ensuring that the application has been configured properly, the appropriate transactions are being created in Customer Suite, and that the correct modules are available to the end user. The objective of this test is to verify configuration and operability with CITY's configuration settings. This test will be conducted in the CITY development servers.

Deliverable Number	6.
Deliverable Name	Unit Test Results – Initial Configuration
Purpose	Provide proof to CITY of the functioning system after configuration.
Content	Test Purpose, Test steps, and testing results
Responsibility	Milestone
Participants/Roles	Milestone
CITY Contributor	None
Deliverable Format	MS Word – Milestone Test Case Template

3.5 SOFTWARE INSTALLATION

The configured software will be installed on CITY's development server. CONTRACTOR will provide installers and a System Engineer/Technical Lead to perform off-site and on-site installation and verification activities.

CONTRACTOR will install the development instance, which will be the first database installed; however, we also anticipate using this instance for training. This instance should be connected to a development instance of the Customer Suite application (specifically, an instance of Customer Suite where CONTRACTOR has access to manipulate the customer data if necessary).

CONTRACTOR will provide detailed installation instructions to CITY so that additional instances of the application may be brought online. CITY is responsible for creating the other instances of MCSSP.

Deliverable Number	7.
Deliverable Name	Dev Environment Configuration
Purpose	Set up and configure the Development environment in preparation for MCSSP installation
Content	n/a
Responsibility	CITY
Participants/Roles	CITY DBA / System Admin, CONTRACTOR Technical Consultant
CITY Contributor	Configure development environment
Deliverable Format	n/a

Deliverable Number	8.
Deliverable Name	Installation of the base product install
Purpose	Install the Baseline Component System on CITY's hardware.
Content	This includes the installation instructions and media for the CITY's machines.
Responsibility	CONTRACTOR
Participants/Roles	CONTRACTOR Technical Consultant, CITY's IT Installer, CITY's DBA
CITY Contributor	Provide development environment
Deliverable Format	Application code placed on CITY's machine that has been designated for training, testing, functional review, and one server.

3.6 TRAINING

After the configuration has been tested to verify it is operating according to CITY's requirements, CONTRACTOR will provide CITY with training on the application. Training will require 1 day preparation and will be a 3 day training session designed for 12 attendees. This training will demonstrate each module that CITY has configured. Instruction will be provided on each of the configuration settings for the module and how the different setting accomplishes CITY's

requirements. Additionally, CONTRACTOR will provide training, in a smaller setting, for the technical staff to go over the technical support and administrative requirements of the system.

As we move through the training, CITY may find that there are some final configurations changes that they would like to make. These final changes will be updated in the Configuration Setting Document.

Deliverable Number	9.
Deliverable Name	Technical Training
Purpose	To provide training on the technical features of the Baseline Component System to appropriate personnel designated by CITY.
Content	Classroom setting consisting of lecture and hands-on practice training as described.
Responsibility	Milestone
Participants/Roles	CONTRACTOR Technical Consultant, CITY Technical Team
CITY Contributor	Attend Training.
Deliverable Format	Classroom training environment for 1 day designed for 1-3 attendees.

Deliverable Number	10.
Deliverable Name	Functional Training
Purpose	To provide functional training on the new features of the configured system.
Content	Classroom setting consisting of lecture and hands-on practice training as described
Responsibility	Milestone
Participants/Roles	CONTRACTOR Functional Consultant, CITY Core Team
CITY Contributor	Attend Training.
Deliverable Format	Classroom setting for 3 days consisting of lecture and hands-on practice training for up to 12 attendees.

3.7 FINAL CONFIGURATION

CONTRACTOR will update the final configuration settings in the City of Kansas City development system. These final changes may include true configuration settings or field changes on the different screens. CONTRACTOR does not anticipate reaching this phase of the project and having to configure new modules for CITY (for instance, if CITY decided not to offer payment arrangements during the initial configuration, we would not expect to have to configure payment arrangements during Final Configuration.)

The Configuration Workbook will be updated with the final updates. The final changes will be approved. If any other changes are requested by CITY that were not identified in the Configuration Workbook, then the change will be documented and estimated following the control procedures below (see Change Requests).

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

Deliverable Number	11.
Deliverable Name	Approved Configuration Document – Final Configuration
Purpose	Provide up to date configuration document to the CITY in the event of an agreed upon setting change (if there are any changes)
Content	Specific codes and setting to be used to set up the MCSSP software.
Responsibility	Milestone
Participants/Roles	CONTRACTOR Functional Consultants, CITY Functional Personnel, CITY Technical Personnel
CITY Contributor	Review & Approve. Resolve any issues or conflicting requirements.
Deliverable Format	MS Excel Document.

Deliverable Number	12.
Deliverable Name	Unit Test Results – Final Configuration
Purpose	Provide proof to CITY of the functioning system after final configuration changes. The scope of this test is only for the final configuration changes.
Content	Test Purpose, Test steps, and testing results
Responsibility	Milestone
Participants/Roles	Milestone
CITY Contributor	None
Deliverable Format	MS Word – Milestone Test Case Template

3.8 USER ACCEPTANCE TESTING

CONTRACTOR will provide functional and technical support for CITY's User Acceptance Testing. This support includes triaging issues found by CITY's testers, addressing any of those issues via Configuration, coding corrections, or potential training issues. CONTRACTOR will provide 1 full time resource for 2 weeks of support (however, the hours for this task may be split between a technical and functional resource).

Deliverable Number	13.
Deliverable Name	User Acceptance Testing Documentation
Purpose	Proof of completed test cases
Content	Test Steps, Testing Results, sign off.
Responsibility	CITY
Participants/Roles	CITY Functional/Business Resources, Milestone Functional Resource
CITY Contributor	Execute and document tests

Deliverable Number	13.
Deliverable Format	To be determined by CITY to notify CONTRACTOR that UAT is complete.

3.9 ADDITIONAL SUPPORT, PRODUCTION PREPARATION AND CUT-OVER

CONTRACTOR will provide additional support to CITY that may be used after User Acceptance Testing and during go-live. These support tasks include triage of issues reported by CITY, researching data or software issues, proposing solutions to correct issues in the system, answer questions regarding functionality of the system. This support period will be for 1 full time resource for 2 weeks past Go Live and then support will roll over into the Maintenance period.

Deliverable Number	14.
Deliverable Name	Additional Support
Purpose	To assist CITY in the execution of the migration Cut-over plan
Content	CONTRACTOR will provide functional and technical support to assist the CITY with its execution of the migration Cut-over plan. The Cut-over plan details the tasks required to begin using the solutions in a production environment, including the sequence of events, the development of the schedule, the roles and responsibilities, and the development of contingency plans.
Responsibility	Milestone
Participants/Roles	CONTRACTOR Functional Consultant, CONTRACTOR Technical Consultant, CITY
CITY Contributor	CITY will lead the cutover event.
Deliverable Format	Onsite and remote support

3.10 CUSTOMIZATIONS

Any Gaps regarding eligibility for certain programs or plans that were captured during the workshop phase are discussed with CITY. If CITY wishes to pursue the additional functionality, then this will proceed using the Change Request methodology detailed in Section 4 below.

3.11 DATA MIGRATION

CONTRACTOR is estimating that some basic user credential data will be migrated from CITY's existing web portal. CONTRACTOR is assuming that this consists of basic enrollment and log on information: User id, password, and some linkage of User ID to Customer Suite Account. This information will be loaded into the MCSSP enrollment database tables so that the customer may use their same user name and password to access the same accounts that they were able to access in the previous self service application. Additional Data Migration Requirements would be considered out of scope and will require a Change Request.

Deliverable Number	15.
Deliverable Name	User Credentials Migration

Deliverable Number	15.
Purpose	Milestone will migrate CITY's current user credentials to the Milestone Customer Self-Service Portal as previously estimated.
Content	Migrated source with user credentials
Responsibility	Milestone
Participants/Roles	Milestone Functional Consultants, Milestone Developer, CITY Functional Personnel, CITY Technical Personnel
CITY Contributor	Provide understanding and access to the user credentials on the database.
Deliverable Format	Migrated Credentials.

4. CHANGES TO STATEMENT OF WORK AND CONTRACT AMENDMENTS

Request for changes to this CONTRACT that will change the Work Effort must be reviewed and considered as a change, which will be managed as outlined in this section. The investigation and implementation of changes can result in modification to the estimated cost to the CITY or other conditions specified in this CONTRACT.

Any changes that affect the overall contract scope, contract timeline or deliverable dates, or additional cost will be handled via an amendment to the contract. These amendments must be approved by the CITY and CONTRACTOR prior the change being made. All changes to cost must have a Purchase Order issued as well. An amendment may occur at any time throughout the life of the project or during a renewal of the maintenance of the contract.

Minor adjustments to the project schedule and movement of day to day tasks are authorized through the change order process.

The Change Request procedure to be utilized is as follows:

(1) Change Requests may be initiated as a result of the Gap Document

(2) Any Change to the base application, timeline or cost will result in an amendment change control, as these enhancements have not been previously included in the scope of services by Milestone. CITY and CONTRACTOR must document the requested change via email for records purposes using the standard Change Control template.

(3) The change will be reviewed by CITY's team lead. If approved by the team lead, the Change Control will be sent to Milestone to determine the impact on the Estimate and Schedule.

(4) CONTRACTOR will supply CITY with an updated SOW to document the price change. CITY may approve or disapprove the updated SOW.

(5) If the changes are approved then a functional specification will be written to document how the change will work functionally.

(6) The functional specification will be reviewed and approved by CITY.

(7) Once the Change Order is approved, CONTRACTOR and CITY will determine if a contract amendment is required. If so, CITY will submit information to Procurement for processing. Once any required documentation (approved change order and contract amendment) is executed, CONTRACTOR may proceed with coding the changes in the software and testing by a CONTRACTOR functional analyst. The testing results and test scripts will be documented and these results will be provided to CITY.

5. SCHEDULE OF WORK

For the purpose of this CONTRACT, electronic media will be MS Word or Adobe (pdf) for text and MS Project for Project Plans. The deliverables are discussed in detail in the tables within each task.

The schedule of work will be agreed by both parties upon acceptance of any work incorporated under this implementation SOW. CONTRACTOR will provide resources to perform work within a mutually agreed upon start date. Estimated Start Date is 2 weeks following contract execution.

The project plan shown below is a living document and may change as the project proceeds. Minor changes to the project plan require a Change Order; major changes to the project plan require a contract amendment.

6. VERIFICATION CRITERIA

CONTRACTOR will perform Factory Qualification Test (FQT) testing on the development environment to confirm compatibility and completeness with regard to the migrated in scope Customizations and interfaces and ensure the migrated Customizations are ready for Site Integration and Testing. CONTRACTOR personnel will create contrived test data, test each Customization alone and in concert with associated functionality and Customizations, and correct issues that preclude releasing the Customization(s) and software modifications for CITY-instance installation and testing.

6.1 VERIFICATION

The verification criteria set forth in this section will apply and govern with respect to each Deliverable identified in Section 4 above in which verification thereof is required by its terms. CONTRACTOR will notify the CITY when each Deliverable has been completed. The CITY will inform CONTRACTOR in writing within ten (10) business days following CONTRACTOR's notification to CITY; if the CITY believes CONTRACTOR has not satisfied the Completion Criteria set forth in Section 3 above with respect to such item. To the extent that the CITY rejects a Deliverable, it must specify the reasons for such assertion, providing there is a sufficient level of detail. Such reasons must be based specifically on CONTRACTOR's failure to satisfy the requirements set forth in this CONTRACT and, particularly, the descriptions set forth in Section 3 above.

All obligations of CONTRACTOR as outlined in Section 3, "Deliverables" regarding the Deliverable in question (except ongoing warranty obligations) will be deemed satisfied and the Deliverable will be deemed accepted upon written notification from CITY. Should an extension to the ten (10)

business days referenced above be required due to the nature of the Deliverable, such extension will be determined mutually by the CONTRACTOR and CITY Project Managers.

7. REMEDY

Following a notice to CONTRACTOR during the 10-day period described above that a Deliverable fails to meet the governing verification criteria, then, CONTRACTOR will be obligated to remedy the identified deficiency and provide a Deliverable which meets its governing verification criteria described in Sections 3. Following the re-delivery by CONTRACTOR of the remedied Deliverable, then the CITY will again be provided the 10-day period to verify the originally documented deficiencies, as applicable and the provisions of Section 6 above will control the verification thereof.

**ATTACHMENT B
COST BREAKDOWN**

1. SOFTWARE LICENSE AND IMPLEMENTATION SERVICES

Proposed	Cost
Milestone's Customer Self-Service Portal License	\$149,500
Firm and Fixed Price Professional Services Implementation	\$ 90,500
Total	\$240,000

2. PAYMENT TERMS & SCHEDULE

The fee(s) for the implementation will be performed on a Firm and Fixed Price basis. CITY is tax exempt.

The table below describes the deliverables and the payment schedule.

Invoice	Item	Project Milestone	Amount
1	License - Installment 1	License Contract Signed	\$ 99,500
2	Year 1 Maintenance	Acceptance of Software	\$ 10,000
3	Implementation Installment 1	Software Installation	\$ 20,000
4	Implementation Installment 2	Completion of Configuration	\$ 20,000
5	Implementation Installment 3	Completion of Client testing and Go Live Prep	\$ 25,000
6	License - Installment 2	Completion of Client testing and Go Live Prep	\$ 50,000
7	Implementation Installment 4	Acceptance of Software	\$ 25,500
		Total:	\$250,000

Year two and three of the ongoing portal and maintenance fee will be invoiced and paid in full upon the renewal date of the contract. There will be no increase in the fee for the first two renewal years. Subsequent renewal years will be held to a maximum renewal increase of CPI, if accepted by CITY and adequate justification is provided by CONTRACTOR for increase.

3. MILESTONE CUSTOMER SELF-SERVICE PORTAL SUPPORT AND MAINTENANCE COSTS

CONTRACTOR will provide CITY with Maintenance and Support on the MCSSP product. This maintenance will provide CITY with defect corrections to WATER's installed version of the software. Additionally, CITY will get software upgrades or enhancements to the base software added by CONTRACTOR. The annual maintenance fee will be \$10,000.

Annual Support and Maintenance:	Cost
Year 1	\$10,000
Year 2	\$10,000
Year 3	\$10,000

4. TRAVEL EXPENSES

All above pricing is inclusive of all travel and living expenses. No additional fees will be accepted for payment.

For the Customer Self-Service Portal Milestone includes onsite consulting with CITY for the following tasks:

- Configuration Workshop
- Software Installation
- Training
- UAT Support
- Go-live

**ATTACHMENT C
SOFTWARE MAINTENANCE AND
LICENSE TERMS AND CONDITIONS**

1. Definitions. The terms defined in this section 2 and any other capitalized terms defined in other sections of this License Agreement have the meanings stated.
 - 1.1. "Milestone" means Milestone Utility Services, Inc., a Florida corporation.
 - 1.2. "Milestone Proprietary Information" means all proprietary information, know-how, trade secrets and Confidential Information developed or held by Milestone or obtained by Milestone from third parties other than Licensee relating to Milestone's business. Milestone Proprietary Information includes, without limitation, all versions of MCSSP.
 - 1.3. "MCSSP" means the object code of MCSSP version licensed hereunder, specifically the products listed in Appendix A, MCSSP includes all revisions and new versions of MCSSP received by Licensee, if applicable.
 - 1.4. "Licensee Computers" means the stand alone or shared file server computers owned by, and under the exclusive control of, Licensee.
 - 1.5. "License Term" means the term of the license as set forth in Appendix A.
 - 1.6. "Documentation" means information in any format, including documents, manuals and computer-readable files, delivered by Milestone to Licensee regarding the installation, use, troubleshooting and other technical information relating to MCSSP.
2. License Grants.
 - 2.1 Software License Grant. Milestone hereby grants Licensee a perpetual, personal, non-transferable, non-exclusive license, without right of sublicense, to install MCSSP and any other Milestone Proprietary Information provided by Milestone to Licensee onto the hard disks of Licensee Computers for use solely by Licensee's employees, [OPTIONAL] contractors, and authorized third parties], each of which has entered into a written agreement with Licensee that obligates them to protect the proprietary rights of Milestone and its Licensors and to comply substantially with the nondisclosure provisions of this Agreement, as authorized herein, and to reproduce the Documentation for use only as required for the authorized use of MCSSP. Licensee agrees to maintain the computers and media on which MCSSP is copied in a secure place.
 - 2.2 No Third-Party Access to MCSSP. Licensee may not allow contractors or any other third parties to access or copy MCSSP files or install MCSSP on any computer other than a Licensee Computer.
 - 2.3 Modifications of MCSSP. Licensee shall not reverse engineer, decompile or otherwise prepare any derivative works of MCSSP. Licensee acknowledges that MCSSP is proprietary and contains confidential and valuable trade secrets of Milestone, which Licensee agrees to safeguard as provided for under section 8, Confidential Information, below.

2.1. Usage Audit. The parties agree that Milestone may conduct an audit of Licensee's usage of MCSSP no more frequently than once per calendar year. Such audit shall be conducted so as to minimize interference with Licensee's use of the product and its normal business operations.

2.2. Backup Copies of MCSSP. Licensee may make a reasonably necessary number of copies of MCSSP on magnetic or optical media for backup and disaster recovery purposes.

3. Intellectual Property Ownership Rights. All rights not expressly granted in this License Agreement are reserved by Milestone. Milestone retains sole and exclusive ownership of the Software, the Documentation, and all other associated intellectual property including, but not limited to the technology, inventions, know-how, show-how, designs, formulae, processes, techniques, trade secrets, ideas, artwork, software, works of authorship, and any suggestions, ideas, enhancement requests, feedback, recommendations or other similar information provided by Licensee or any other party relating to MCSSP and any document or other materials embodying any of the foregoing, whether or not any of the same are patentable or copyrightable, and related documentation (collectively, the "Intellectual Property"). Milestone retains all intellectual property rights in, to and/or embodied in or associated with the Intellectual Property provided by Milestone hereunder, and all copies and derivative works thereof, including, but not limited to patent rights (including patent applications and invention disclosures), copyrights, rights in database, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded. The use by Licensee of such MCSSP is authorized only for the purposes herein set forth. Such authorization will cease except as otherwise explicitly provided herein, upon termination of the license.

4. Limited Warranty/Disclaimer.

4.1. MCSSP Warranty. Milestone warrants to Licensee that it has title and/or the authority to grant licenses of MCSSP. Milestone further warrants to Licensee only, and not to Licensee's customers, that MCSSP will perform in substantial accordance with the Documentation for a period of one year as offered in the Maintenance Agreement from the date that MCSSP is installed on Licensee's computer and available for commercial operations ("Warranty Period"). When the Warranty Period expires, Licensee may choose to purchase Maintenance and Support with Milestone (Appendix B). In the event that Licensee elects not to pay for support, Milestone will provide support on a time and materials basis.

4.2. Repair or Refund. If during the Warranty Period MCSSP does not perform as warranted in Section 6.1 above, Milestone shall undertake to correct MCSSP, or if correction of MCSSP is not reasonably possible, Milestone may terminate this License Agreement and refund to Licensee the fees paid hereunder. The foregoing are Licensee's sole and exclusive remedies for breach of warranty. The warranties set forth above are made to and for the benefit of Licensee only and not any third party. The foregoing warranties will apply only if (a) MCSSP has been properly installed and used at all times and in accordance with the instructions for use, and (b) no modification, alteration or addition has been made to MCSSP by persons other than Milestone or Milestone's authorized representative.

- 4.3. Limited Warranty. OTHER THAN THE WARRANTIES EXPRESSLY STATED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES RELATING TO MCSSP, THE DOCUMENTATION OR THE SUPPORT SERVICES COVERED BY THIS LICENSE AGREEMENT, AND MILESTONE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MILESTONE DOES NOT WARRANT AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY THAT THE OPERATION OF MCSSP WILL BE ERROR FREE OR UNINTERRUPTED.
- 4.4. Allocation of Risk; No Expansion of Warranty. The provisions of this Section 6 allocate risks under this License Agreement between Licensee and Milestone. The license fees paid for MCSSP reflects this allocation of risks and limitation of liability.

5. Limitation Of Liability And Damages.

- 5.1. Limitation of Liability. OTHER THAN EXPRESSLY STATED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND UNDER ANY CAUSE OR ACTION (INCLUDING NEGLIGENCE), WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 5.2. Limitation of Damages. EXCEPT FOR MILESTONE'S OBLIGATIONS UNDER SECTION 9 ("INDEMNIFICATION") BELOW, MILESTONE'S TOTAL LIABILITY FOR DAMAGES IN CONNECTION WITH THIS LICENSE AGREEMENT, WHETHER IN AN ACTION IN CONTRACT OR TORT OR ANY OTHER FORM OF ACTION, WILL IN NO EVENT EXCEED THE ENTIRE AMOUNT OF THIS CONTRACT ~~OF THE LICENSE FEES PAID BY LICENSEE.~~
- 5.3. Damages as set forth in this Section 7 are the sole and exclusive remedy where no other remedy is expressly provided and are the sole and exclusive alternative remedy in the event another remedy is provided in this License Agreement and such other remedy is deemed to fail of its essential purpose.

6. Confidential Information And Publicity.

- 6.1. Confidential Information. As used in this License Agreement, the term "Confidential Information" means any information, technical data or know-how, including, but not limited to, that which relates to business plans, financial projections, agreements with third parties, patents, patent applications, trade secrets, research, product plans, products, services, suppliers, customers, prices and costs, markets, software, developments, inventions, processes, technology, designs, drawings, engineering, hardware configuration, marketing, licenses, budgets or finances that Milestone or any director, officer, partner, employee, agent or other representative, including advisor, attorney, accountant, financial advisor and

potential financing source (all together, "Representatives") thereof or affiliates provide or have provided to the Licensee by any means (including, but not limited to, orally or in writing or gathered by inspection), together with any and all notes, memoranda, analyses, compilations, studies or other documents (whether in hard copy or electronic media) prepared by or for the Licensee or its Representatives which contain or otherwise reflect Confidential Information, together with any and all copies, extracts or other reproductions of any of the same. The term "Confidential Information" does not include information that: (i) is or becomes generally known to the public through no wrongful act of Milestone or its Representatives; or (ii) is obtained by the Licensee through no wrongful act of Milestone or its Representatives from a source other than Milestone or its Representative provided that such source is not subject to any confidentiality, fiduciary or other obligation to the Milestone or otherwise; or (iv) is independently developed by the Licensee without reference to or reliance upon the Confidential Information. CONTRACTOR agrees that if a request is received for information, that CITY must disclose pursuant to the Missouri Sunshine Law. CONTRACTOR understands that CITY must comply with the Missouri Sunshine Law.

- 6.2. Copies; Reproduction. Licensee may make one (1) archival copy of the Confidential Information provided that the Licensee affixes to such copy all copyright and confidentiality notices (as applicable) that appear on the original. Said archival copy of the Confidential Information must be maintained in a safe and protected environment protected against damage, theft, unauthorized reproduction or use. Further, Licensee shall not analyze, reverse engineer, reconstruct, disassemble, decompile, adapt or otherwise attempt to ascertain the nature of the Confidential Information.

7. Indemnification.

- 7.1. Milestone Options. Milestone hereby indemnifies Licensee, including attorneys' fees and costs at trial or on any appeal, against any claim that MCSSP used within the scope of this License Agreement infringes any United States copyright, patent, or trademark rights of any third party. In the event that (a) MCSSP is held by a court of appropriate jurisdiction to infringe the United States intellectual property rights of a third party and the use of MCSSP is enjoined, (b) Milestone concludes that MCSSP infringes the rights of a third party, or (c) in the case of settlement, Milestone will, if possible on commercially reasonable terms, at its own expense and option: (i) procure for Licensee the right to continue to use MCSSP, (ii) replace the infringing components of MCSSP with other components with the same or similar functionality that are reasonably acceptable to Licensee, or (iii) suitably modify MCSSP so that it is non-infringing and reasonably acceptable to Licensee. If, at Milestone's sole discretion, none of the foregoing options are available on commercially reasonable terms, (A) Milestone may terminate the license rights granted by this License Agreement, and (B) in such case for a perpetual license, refund the license fee reduced by twenty-five percent (25%) for each year Licensee has had use of MCSSP. Licensee will cooperate with Milestone in the return of MCSSP.
- 7.2. Limitation. Notwithstanding the provisions of Section 9.1 above, Milestone assumes no liability for (a) infringements arising from combinations of MCSSP with non-MCSSP or hardware products, including any of Licensee's products, (b) modifications to MCSSP made by any party other than Milestone or Milestone's authorized representative or made under Milestone's direction, (c) use of a prior version of MCSSP to the extent such infringement

would have been avoided by the use of the current version of MCSSP, provided that Milestone has offered or provided such current version to Licensee at no additional cost, or (d) trademark infringements involving any marking or branding not applied by Milestone or involving any marking or branding applied at the request of Licensee.

7.3. Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION 9 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF MILESTONE AND THE EXCLUSIVE REMEDY OF LICENSEE WITH RESPECT TO ANY ALLEGED INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS BY MCSSP OR ANY PART THEREOF.

8. Return Of MCSSP.

8.1. Termination for Cause. Either party may terminate this License Agreement at any time upon written notice to the other party if (a) the other party materially breaches any provision hereof and fails to cure such breach within thirty (30) days after receiving written notice of such breach, (b) the other party becomes insolvent, (c) the other party makes an assignment for the benefit of creditors, or (d) if there are instituted by or against the other party proceedings in bankruptcy, reorganization, receivership or dissolution and such proceeding is not stayed or dismissed within sixty (60) days. Licensee's failure to pay any amount that is due to Milestone hereunder within thirty (30) days after Milestone gives Licensee written notice of such non-payment shall be a material breach of the Contract.

8.2. Return of MCSSP. Upon termination of this License Agreement, Licensee will make no further use of MCSSP or the Documentation. Within five (5) business days after such termination, Licensee will either destroy or return to Milestone the originals and all copies of MCSSP and the Documentation in the possession or under the control of Licensee. Licensee will certify to Milestone that it has complied with the foregoing requirements. In addition, Licensee shall immediately cease to use all trademarks and, at Milestone's election, destroy or deliver to Milestone all materials provided to Licensee, or in its control or possession which bear such trademarks. The foregoing obligations apply to copies of MCSSP and Documentation in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or combined with other materials.

8.3. Surviving Provisions of Agreement. The provisions of section 5 ("Intellectual Property Ownership Rights"), section 6 ("Limited Warranty"), section 9 ("Indemnification"), section 7 ("Limitation of Liability and Damages"), section 8 ("Confidential Information"), section 10 ("Return of MCSSP"), Section 11 ("Additional Provisions") and Section 12 ("Third Party Licensor Components") shall survive the termination of this License Agreement for any reason. All other rights and obligations of the parties shall cease upon termination of this License Agreement.

MAINTENANCE TERMS AND CONDITIONS

1. Maintenance and Support. During any period for which Licensee has paid the required annual support payment, Milestone shall provide Licensee with support services as further described in this Appendix and including:
 - 1.1. All upgrades, patches and service packs for MCSSP which are generally made available to other MCSSP Licensees entitled to software support from Milestone.
 - 1.2. Correction of Defects in MCSSP as described herein;
 - 1.3. Updated Documentation for any upgrades, modifications, improvements, enhancements, extensions, and other changes to MCSSP provided to Licensee under support.
2. Defect Correction.
 - 2.1. When Licensee reports a suspected Defect in MCSSP to Milestone, Milestone shall attempt, based upon information provided by Licensee, to recreate the suspected Defect. If the Defect is confirmed, Milestone shall use commercially reasonable efforts to provide Licensee a Correction. For the purpose herein, a "Defect" is a material failure of MCSSP to operate substantially in accordance with the applicable Documentation, and a "Correction" includes, without limitation, workarounds, support releases, update disks, correction disks, component replacements, patches and/or Documentation changes, as Milestone deems appropriate.
 - 2.2. Milestone shall not be responsible for correcting Defects in any version of MCSSP other than the most recent release of MCSSP, provided that Milestone shall continue to support prior releases superseded by recent releases for a minimum of eighteen (18) months.
 - 2.3. Licensee agrees to implement within a reasonable time all Corrections provided by Milestone hereunder.
 - 2.4. If, after Milestone notifies Licensee that a problem, error or malfunction, for which Licensee has requested telephone or other support, is not covered by support, Licensee requests Milestone to provide telephone assistance or consulting services to correct the problem, error or malfunction, time relating to such assistance and services, and any other consulting services that Licensee may request, will be charged to Licensee at Milestone's standard hourly rates.

**ATTACHMENT D
CONTRACTOR SUPPORT PRIORITY, RESPONSE
AND RESOLUTION GUIDELINES**

LEVEL OF SUPPORT FOR MILESTONE CUSTOMER SELF SERVICE PORTAL

Milestone Utility Services Maintenance and Support is based on the general requirements and specifications of Production Support.

GENERAL ASSUMPTIONS

1. KCMO will provide a development environment with data recently cloned from Production. MUSI will develop corrections and enhancements in this development environment, and therefore will need complete access to apply forms, processes and database objects.
2. KCMO will provide MUSI with remote access to MCSSP environment to be supported by MUSI. This includes the front end application, as well as the servers and database. MUSI will be able to access and utilize other applications such as document repositories, defect tracking, log/lis file viewers, etc.

Level of Support

Milestone provides operational support to manage and support daily operations which include triage of issues, and defect process management.

Priority Support

Milestone provides the response times indicated in the table below. Priority indicates the level of criticality of the error/defect. In providing the Services, Milestone shall prioritize and complete the Services, for each component Service requested, by the Time for First Correction and, if needed, the Time for Final Correction, as denoted below.

Priority/Severity	Time for First Correction	Time for Final Correction
Priority 1-Severity 1	Eight (8) business hours	Ten (10) days
Priority 1-Severity 2	Eight (8) business hours	Thirty (30) days
Priority 1-Severity 3	Twenty-four (24) business hours	Three (3) months
Priority 2	Thirty (30) days	120 days; if error time critical, Priority 1-appropriate severity level applies
Priority 3	No deadline/correction as possible	No deadline/correction as possible

“Time for First Correction” is the total time between notice of an error/defect and the introduction of at least a temporary fix for the error/defect, if not the permanent fix.

"Time for Final Correction" is the total time between notice of an error/defect and the completion of a permanent fix for the error/defect.

"Priority 1-Severity 1" means an error such that the Software is not functioning; and Customer is unable to bill its customers.

"Priority 1-Severity 2" means an error in a time sensitive or mission critical function, e.g. payment application not operable, inability to perform budget billing, or an error precluding operation of the charge calculation process, or an error in the batch process function, e.g. inability to run the nightly batch window.

"Priority 1-Severity 3" means an error rendering mission critical applications partially inoperable, e.g. some accounts not completing billing, or inability to complete budget billing for some accounts.

"Priority 2" means an error that is not time critical, e.g. bad debt function not working, monthly GL feed not working.

"Priority 3" means an error that is cosmetic and not related to an important function, e.g. error in documentation, error in on-line help function.

**ATTACHMENT E
CITY SUPPORT ESCALATION CONTACTS**

The CONTRACTOR's day to day point of contact for operational related issues is:

Milestone Utility Services
Sales Executive
Linda Lukas
(803) 960-1487
llukas@musiusa.com

Frank Anderson
Chief Business Development Officer
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The CONTRACTOR's day to day point of contact for service/technical related issues is:

Ram Kasarla
Chief Executive Officer
954-478-9447
rkasarla@milestonessi.com

Brian Menard
Project Manager
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The City's day to day point of contact for operational/service and technical related issues is:

Joel Medoza
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Miguel Echeverria
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The City's day to day point of contact for contract related issues is:

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Senior Buyer, Procurement Services Division
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