CAMROSA WATER DISTRICT
BUILDING WATER SELF-RELIANCE

Board of Directors
Andrew F. Nelson
Division 1
Jeffrey C. Brown
Division 2
Timothy H. Hoag
Division 3
Eugene F. West
Division 4
Terry L. Foreman
Division 5
General Manager
Tony L. Stafford

Board Agenda

Regular Meeting

Thursday, August 24, 2023
Camrosa Board Room
5:00 P.M.

TO BE HELD IN PERSON

The Board of Directors meeting will be held in person.
The public and guests are welcome to attend at the District office:
7385 Santa Rosa Road
Camarillo, CA 93012

Call to Order

Public Comments

At this time, the public may address the Board on any item not appearing on the agenda which is subject to the jurisdiction of the Board. Persons wishing to address the Board should fill out a white comment card and submit it to the Board Chairman prior to the meeting. All comments are subject to a 5-minute time limit.

Matters appearing on the Consent Agenda are expected to be non-controversial and will be acted upon by the Board at one time, without discussion, unless a member of Board or the Staff requests an opportunity to address any given item. Items removed from the Consent Agenda will be discussed at the beginning of the Primary Items. Approval by the Board of Consent Items means that the recommendation of the Staff is approved along with the terms and conditions described in the Board Memorandum.

Consent Agenda

1. **Approve Minutes of the Regular Meeting of August 10, 2023**

2. ****Approve Vendor Payments**

   Objective: Approve the payments as presented by Staff.

   Action Required: Approve accounts payable in the amount of $1,927,402.56.

Primary Agenda

3. **Conejo Emergency Standby Generator Diesel Fuel Purchase**

   Objective: Purchase diesel fuel for the Conejo Well Field's Emergency Standby Generator.

   Action Required: Authorize the General Manager to purchase diesel fuel, in the amount not to exceed $40,000.00, for the Conejo Well Field Treatment Plant.

4. ****All Connected Incorporated (ACI) Contract Amendment**

   Objective: Amend the existing 2022, multi-year contract with ACI to update the current user count from 25 to 35 users and include additional services.

   Action Required: Authorize the General Manager to amend the existing ACI IT/OT Managed Services contract with All Connected Inc. for additional services, increasing the yearly contract from $191,873.00 to a new total not to exceed $252,500.00.

5. **Automatic Meter Infrastructure/Automatic Meter Reading (AMI/AMR) Update**

   Objective: Receive a presentation from staff on the state of the AMI/AMR system.

   Action Required: No action necessary; for information only.

6. ****Utility Billing System**

   Objective: Upgrade the District's Utility Billing System.

   Action Required: Authorize the General Manager to enter into an agreement and issue a purchase order to Advanced Utility Systems (Advanced), in an amount not to exceed $353,730.00, for the upgrade of the District's billing system.

7. **Future Policy Discussions**

   Objective: Discuss and prioritize future policy discussions.

   Action Required: No action necessary; for information only.

Comments by General Manager; Comments by Directors; Adjournment

Closed Sessions: The Board of Directors may hold a closed session to discuss personnel matters or litigation, pursuant to the attorney/client privilege, as authorized by Government Codes. Any of the items that involve pending litigation or personnel matters may require discussion in closed session on the recommendation of the Board's Legal Counsel.

** indicates agenda items for which a staff report has been prepared or backup information has been provided to the Board. The full agenda packet is available for review on our website at: www.camrosa.com/board-agendas/

CAMROSA WATER DISTRICT

BUILDING WATER SELF-RELIANCE

August 24, 2023

Board of Directors Agenda Packet

CAMROSA WATER DISTRICT
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Tony L. Stafford

Board Minutes

Regular Meeting

Camrosa Board Room
Thursday, August 10, 2023
5:00 P.M.

Call to Order The meeting was convened at 5:00 P.M.

Present: Andrew F. Nelson, Vice-President (via teleconference)
Jeffrey C. Brown, Director
Timothy H. Hoag, Director
Terry L. Foreman, Director

Absent: Eugene F. West, President

Staff: Tony Stafford, General Manager
Tamara Sexton, Finance Manager
Jozi Zabarsky, Customer Service Manager
Kevin Wahl, Superintendent
Chris Patacsil, Senior System Operator
Greg Jones, Legal Counsel

Public Comments

None

Consent Agenda

1. **Approve Minutes of the Regular Meeting of July 13, 2023**

   The Board approved the Minutes of the Regular Meeting of July 13, 2023.

   Motion: Foreman **Second:** Brown
   Yes: Nelson-Brown-Hoag-Foreman
   Absent: West

2. **Approve Vendor Payments**

   A summary of accounts payable in the amount of $2,556,071.98 was provided for Board information and approval. The Board approved the payments to vendors as presented by staff in the amount of $2,556,071.98.

   Motion: Foreman **Second:** Brown
   Yes: Nelson-Brown-Hoag-Foreman
   Absent: West

3. **Annual Disclosure of Director/Employee Reimbursement**

   The Board accepted the Annual Disclosure Report of Director/Employee Reimbursements for FY2022-23.

   Motion: Foreman **Second:** Brown
   Yes: Nelson-Brown-Hoag-Foreman
   Absent: West

Primary Agenda

4. **Santa Rosa Mutual Agreement Backflow Devices**

   The Board discussed the Agreement Between Santa Rosa Mutual Water Company and Camrosa Water District dated September 14, 2000, and how it applies to the management of backflow devices. Staff was directed to work with legal counsel and bring it back to the board.

   No action necessary; for information only.

5. **Camrosa Water District Profit Share Plan Amendment**

   The Board adopted a resolution Adopting an Amendment to the Camrosa Water District Profit Share Plan.

   Motion: Brown **Second:** Foreman
   Roll Call: Nelson-Yes; Brown-Yes; Hoag-Yes; Foreman-Yes
   Absent: West

6. **Salary and Classification Schedule**

   The Board adopted Resolution 23-12 Adjusting the District's Salary and Classification Schedule. Director Foreman stated that he supported the subject promotion but opposes the salary classification schedule.

   Motion: Hoag **Second:** Brown
   Roll Call: Nelson-Yes; Brown-Yes; Hoag-Yes; Foreman-No
   Absent: West

7. **Future Policy Discussions**

   This item was table and will be brought back to the full Board at a later meeting.

Comments by General Manager

- Cost analysis was performed comparing contracting out the MTU changeouts to District staff doing the work on overtime; cost was much lower for staff to complete the changeouts of the 345 MTUs currently not hitting.

Comments by Directors

- Director Hoag reported attending a meeting at United Water and learned that their TDS is much higher than the District. He also received an update from the GM on the status of the Conejo Well.
- Director Nelson reported attending a Calleguas meeting on August 2, 2023, where they stated that they are working on an aggressive plan to develop non-state water access and sources. He also reported he is attending CASA and met with the City of Camarillo to discuss their proposed water reclamation facility upgrade and requested District staff to explore partnership opportunities with the City.

Adjournment

There being no further business, the meeting was adjourned 5:38 P.M.

_____	_____ (ATTEST)
Tony L. Stafford, Secretary/Manager Board of Directors **Camrosa Water District**	Eugene F. West, President Board of Directors **Camrosa Water District**

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Board Memorandum

August 24, 2023

To: General Manager

From: Sandra Llamas, Sr. Accountant

Subject: **Approve Vendor Payments**

Objective: Approve the payments as presented by Staff.

Action Required: Approve accounts payable in the amount of $1,927,402.56.

Discussion: A summary of accounts payable is provided for Board information and approval.

Payroll PR 8-1, 2023	$ 49,625.45
Accounts Payable 8/02/2023-08/17/2023	$ 1,877,777.11
Total Disbursements	$ 1,927,402.56

DISBURSEMENT APPROVAL

BOARD MEMBER DATE

BOARD MEMBER DATE

BOARD MEMBER DATE

Tony L. Stafford, General Manager

Camrosa Water District

Accounts Payable Period:

8/02/2023-08/17/2023

Expense	Account Description	Amount
10302	Escrow Account-Cushman	1936.93
11100	AR Other	13.60
11700	Meter Inventory	
11900	Prepaid Insurance	
11905	Prepaid Maintenance Ag	
13000	Land	
13400	Construction in Progress	405049.46
20053	Current LTD Bond 2016	
21800	Unclaimed Monies	147.12
20400	Contractor's Retention	-10289.24
20250	Non-Potable Water Purchases	
23001	Refunds Payable	2147.70
50110	Payroll FLSA Overtime-Retro	
50010	Water Purchases & SMP	1027727.91
50020	Pumping Power	214588.44
50100	Federal Tax 941 1st QTR	
50012	CamSan Reclaimed Water	
50135	PERS Retirement	
50200	Utilities	5063.34
50210	Communications	1737.50
50220	Outside Contracts	89457.26
50230	Professional Services	16560.00
50240	Pipeline Repairs	29217.34
50250	Small Tool & Equipment	152.01
50260	Materials & Supplies	34280.11
50270	Repair Parts & Equip Maint	53746.43
50280	Legal Services	2170.93
50290	Dues & Subscriptions	55.00
50300	Conference & Travel	286.70
50310	Safety & Training	437.49
50330	Board Expenses	
50340	Bad Debt	
50350	Fees & Charges	716.80
50360	Insurance Expense	
50500	Misc Expense	
50600	Fixed Assets	2574.28
50700	Interest Expense	
	TOTAL	**$1,877,777.11**

Agenda Item #2

Camrosa Water District, CA

Expense Approval Report

By Vendor Name

Payable Dates 8/2/2023 - 8/17/2023 Post Dates 8/2/2023 - 8/17/2023

Payment Numb	Post Date	Vendor Name	Payable Number	Description (Item)	Account Name	Purchase Orde	Amount
106	08/16/2023	INTERA INCORPORATED	7-23-65	Updating the numerical in the GSP	Prof services	FY23-0322-R1	17280
107	08/08/2023	THE HATHAWAY LAW FIRM, LLP	204723-GSA	GSA Legal Services	Legal services		336.34
TOTAL VENDOR PAYMENTS-GSA							**$ 17,616.34**
Vendor: *CAM* - DEPOSIT ONLY-CAMROSA WTR							
3400	08/04/2023	DEPOSIT ONLY-CAMROSA WTR	8-4-23-AP	Transfer to Disbursements Account	Transfer to disbursements-holdi		205000
3401	08/08/2023	DEPOSIT ONLY-CAMROSA WTR	8-10-23 AP	Transfer to Disbursements Account	Transfer to disbursements-holdi		810000
3402	08/08/2023	DEPOSIT ONLY-CAMROSA WTR	8-10-23-PR	Transfer to Disbursements Account	Transfer to disbursements-holdi		200000
					Vendor *CAM* - DEPOSIT ONLY-CAMROSA WTR Total:		**1215000**
59734	08/16/2023	AIRGAS USA, LLC.	5501367246	Materials & Supplies - CO2 Well Sounding	Materials & supplies		34.9
59735	08/11/2023	ALEXANDER'S CONTRACT SERVICES, INC	104742	Meter Readign- July 2023	Outsd contracts		2052.34
59736	08/15/2023	ALLCONNECTED INC	43533	All Connected Smart Connect and Aux Support	Outsd contracts	FY24-0003	677.15
59737	08/16/2023	BADGER METER INC	1597666	Meter Replacement - 1 1/2" Badger	Repair Parts & Equipment Maint	FY24-0029	12435.86
Vendor: BAS02 - BASELINE ENTERPRISES							
59738	08/11/2023	BASELINE ENTERPRISES	20847	Fuel Tank Inspection-July 2023	Outsd contracts		981.75
59738	08/11/2023	BASELINE ENTERPRISES	20848	Fuel Tank Inspection-August 2023.	Outsd contracts		981.75
					Vendor BAS02 - BASELINE ENTERPRISES Total:		**1963.5**
Vendor: CAL03 - CALLEGUAS MUNICIPAL WATER DISTRICT							
1237	08/16/2023	CALLEGUAS MUNICIPAL WATER DISTRICT	074923	Water Purchase	Water purchases-Potable		869676.91
1237	08/16/2023	CALLEGUAS MUNICIPAL WATER DISTRICT	074923	Water Purchase	CMWD Fixed Charges		76995
1237	08/16/2023	CALLEGUAS MUNICIPAL WATER DISTRICT	074923	Water Purchase	Water purchases-N-P		79974
1237	08/16/2023	CALLEGUAS MUNICIPAL WATER DISTRICT	SMP075823	SMP CMWD-SMP Pipeline Fee	SMP CWD-RMWTP		541
1237	08/16/2023	CALLEGUAS MUNICIPAL WATER DISTRICT	SMP075823	SMP CMWD-SMP Pipeline Fee	SMP CMWD		541
					Vendor CAL03 - CALLEGUAS MUNICIPAL WATER DISTRICT Total:		**1027727.91**
Vendor: CAN03 - Cannon Corporation							
59739	08/16/2023	Cannon Corporation	85549	AG 3 Tank Design Services	Construction in progress	FY23-0201-R1	14865.62
59739	08/16/2023	Cannon Corporation	85637	Contract Construction Inspection Services	Outsd contracts	FY23-0042-R1	3253
59739	08/16/2023	Cannon Corporation	85638	Contract Construction Inspection Services	Outsd contracts	FY23-0042-R1	1450
59739	08/16/2023	Cannon Corporation	85640	Contract Construction Inspection Services	Outsd contracts	FY23-0042-R1	5683.5
					Vendor CAN03 - Cannon Corporation Total:		**25252.12**
59740	08/16/2023	CENTRAL COMMUNICATIONS	000029-835-731	After Hours Call Center	Communications		488.5
Vendor: CEN03 - Central Courier LLC							
59741	08/16/2023	Central Courier LLC	53721	Courier Service from 8-01-23 th 8-31-23	Outsd contracts		336.15
59742	08/16/2023	Central Courier LLC	53483	Courier Service from 6-01-23 th 6-30-23	Outsd contracts		336.15
					Vendor CEN03 - Central Courier LLC Total:		**672.3**
59743	08/09/2023	CHARLOTTE N ROBERSON	00006506	Deposit Refund Act 6506 - 4775 Via Cupertino	Refunds payable		176
59744	08/11/2023	COASTAL-PIPCO	S2227767-001	RMWTP - Concentrte Line	Repair Parts & Equipment-RMW		209.89
Vendor: CEI01 - COMMUNICATION ENTERPRISES, INC.							
59745	08/16/2023	COMMUNICATION ENTERPRISES, INC.	1115722	UHF Radios in Rangers	Repair parts & equipment	FY24-0014	9680.65
59745	08/16/2023	COMMUNICATION ENTERPRISES, INC.	1115731	Install DCU at City Tower & 2B Res	Outsd contracts	FY24-0015	5414.43
					Vendor CEI01 - COMMUNICATION ENTERPRISES, INC. Total:		**15095.08**

Vendor: CON18 - CONCORD UTILITY SERVICES							
59746	08/17/2023	CONCORD UTILITY SERVICES	4401	Meter & MTU Installation in Potable Zones 1 and 2	Construction in progress	FY23-0166-R1	35500
59746	08/17/2023	CONCORD UTILITY SERVICES	4413	Meter & MTU Installation in Potable Zones 1 and 2	Construction in progress	FY23-0166-R1	18021.88
					Vendor CON18 - CONCORD UTILITY SERVICES Total:		**53521.88**
59747	08/16/2023	CORELOGIC INFORMATION SOLUTIONS, INC	30677331	Ventura County Assessors Parcel Info on Line Svcs	Outsd contracts		159.14
59748	08/11/2023	COUNTY OF VENTURA PUBLIC WORKS	360587	Encroachment Permit-PE23-0666 -Leak Repair	Pipeline repairs		400
59749	08/09/2023	COURTNEY BANTA	00009986	Deposit Refund Act 9986 - 354 Nuez St	Refunds payable		57.94
Vendor: CUL02 - CULLIGAN OF VENTURA COUNTY							
59750	08/16/2023	CULLIGAN OF VENTURA COUNTY	Aug23-2010478	Water Softener Penny Well	Outsd contracts		75.5
59750	08/16/2023	CULLIGAN OF VENTURA COUNTY	Aug23-201478-2	Water Softener Penny Well	Outsd contracts		5
					Vendor CUL02 - CULLIGAN OF VENTURA COUNTY Total:		**80.5**
Vendor: DAN05 - DANIELS TIRE SERVICE, INC							
59751	08/11/2023	DANIELS TIRE SERVICE, INC	250128235	Tires for Vehicle #36	Repair parts & equipment		790.69
59751	08/11/2023	DANIELS TIRE SERVICE, INC	250128238	Tires for Vehicle #37	Repair parts & equipment		790.69
					Vendor DAN05 - DANIELS TIRE SERVICE, INC Total:		**1581.38**
59752	08/11/2023	DIENER'S ELECTRIC, INC	34845	Emergency Lights at CWRF	Outsd contracts		237
59753	08/16/2023	DXP ENTERPRISES, INC	53851235	Pump Repair RMWTP	Repair Parts & Equipment-RMW	FY23-0303-R1	17896.68
Vendor: EJH01 - E.J. HARRISON & SONS INC							
59754	08/17/2023	E.J. HARRISON & SONS INC	4384	Trash Removal CWRF	Outsd contracts		512.95
59754	08/11/2023	E.J. HARRISON & SONS INC	637	Trash Removal - Role Off Bins	Outsd contracts		858.86
					Vendor EJH01 - E.J. HARRISON & SONS INC Total:		**1371.81**
59755	08/11/2023	Enhanced Landscape Development, Inc	106446	Landscaping - August 23	Outsd contracts		2186.1
Vendor: FAM01 - FAMCON PIPE & SUPPLY, INC							
59756	08/15/2023	FAMCON PIPE & SUPPLY, INC	S100107920-001	Leak Repair - Parts	Pipeline repairs	FY24-0032	1580.87
59756	08/16/2023	FAMCON PIPE & SUPPLY, INC	S100108094-001	Effluent Pond Project - Wharf head parts	Construction in progress	FY24-0040	4737.39
					Vendor FAM01 - FAMCON PIPE & SUPPLY, INC Total:		**6318.26**
59757	08/11/2023	FIBERTEL COMMUNICATIONS	00000006	FH Meter #7- dEPOSIT rEFUND	Refunds payable		563.67
59758	08/16/2023	Fil-Trek Corporation	00069402	Cartridge Filters for RMWTP	Materials & Supplies-RMWTP	FY24-0022	3914
1238	08/16/2023	First Republic Bank	Cus5-Pymt19 Reten	Retention from Payment 19	Escrow Account-James Cushman		1936.93
Vendor: FRU01 - FRUIT GROWERS LAB. INC.							
59759	08/08/2023	FRUIT GROWERS LAB. INC.	311423A	Outside Lab Work	Outsd contracts		158
59759	08/11/2023	FRUIT GROWERS LAB. INC.	313007A	Outside Lab Work	Outsd contracts		39
					Vendor FRU01 - FRUIT GROWERS LAB. INC. Total:		**197**
59760	08/15/2023	GEIGER ENTERPRISES, INC.	23-735	Fuel for Well Testing - Conejo Well Field	Materials & supplies		1773.54
59761	08/14/2023	GENERAL PUMP COMPANY, INC	30453	University Well Rehabilitation	Construction in progress	FY23-0313-R1	130592
59762	08/16/2023	GEOSCIENCE SUPPORT SERVICES INC.	CWD-01-22-09	University Well Rehabilitation	Construction in progress	FY23-0109-R1	35543.5
59763	08/16/2023	Golden State Labor Compliance	08-2023-04	Additional Labor Compliance Services	Construction in progress	FY22-0012-R2	1504
59764	08/16/2023	GRANICUS LLC	165566	Board Agenda Platform	Outsd contracts		4129.13
Vendor: HEA02 - HealthEquity							
1239	08/08/2023	HealthEquity	799z8wz	Admon Fees-Counsumer Driven Health Savings Pln	Fees & charges		5.9
1239	08/08/2023	HealthEquity	xexq0e2	Admon Fees-Counsumer Driven Health Savings Pln -Ju	Fees & charges		5.9
					Vendor HEA02 - HealthEquity Total:		**11.8**
Vendor: IND01 - INDUSTRIAL BOLT & SUPPLY							
59765	08/11/2023	INDUSTRIAL BOLT & SUPPLY	245354-1	Materials and Supplies - SS Hardware	Materials & supplies		756
59765	08/15/2023	INDUSTRIAL BOLT & SUPPLY	245382-1	Materials & Supplies - SS Hardware	Materials & supplies		376.32
					Vendor IND01 - INDUSTRIAL BOLT & SUPPLY Total:		**1132.32**
59766	08/16/2023	INTERA INCORPORATED	07-23-112	Pleasant Valley Basin Modeling	Prof services	FY24-0016	16560

Vendor: CUS05 - JAMES C. CUSHMAN, INC.							
59767	08/16/2023	JAMES C. CUSHMAN, INC.	Payment 19	GAC Construction	Construction in progress	FY22-0179-R2	38738.55
59767	08/16/2023	JAMES C. CUSHMAN, INC.	Retention Pymt 19	Retention Pymt 19	Contractor's retention		-1936.93
					Vendor CUS05 - JAMES C. CUSHMAN, INC. Total:		**36801.62**
59768	08/11/2023	Janitek Cleaning Solutions-Allstate Cleaning, Inc	50310A	Janitorials Services-August 2023	Outsd contracts		1772
59769	08/08/2023	KARIN MASSON	00010571-2	Depsit Refund Act 10571- 5024 Robles St	Unclaimed monies		59.93
59770	08/14/2023	LINDE GAS & EQUIPMENT INC	37556630	Laboratory Supplies	Materials & supplies		853.04
59771	08/11/2023	LISA PIERSON	00006688	Deposit Refund Act 6688 - 5352 Villa Mallorca	Refunds payable		74.85
59772	08/09/2023	LISA RIBEIRO	00001493	Deposit Refund Act 1493 - 689 Hillcrest	Refunds payable		165.29
59773	08/09/2023	MATT GILLIO	00007555	Closed Acct Overpayment Refund-2084 Freeborn Wy	Refunds payable		274.49
59774	08/16/2023	MICHAEL K. NUNLEY & ASSOCIATES, INC.	102924	TCP - SPCC Plan for Fuel Tank	Construction in progress	FY23-0305-R1	10110.08
59775	08/08/2023	MIKE LUTZ	00004813-2	Refund Deposit Act 4813-6551 San Onofre Dr	Unclaimed monies		87.19
59776	08/16/2023	MNS ENGINEERS, INC.	83831	Engineering Support services during construction	Construction in progress	FY21-0254-R3	246.25
Vendor: NOR07 - NORTHSTAR CHEMICAL							
59777	08/11/2023	NORTHSTAR CHEMICAL	259197	Chemicals - Woodcreek/Lynnwood	Materials & supplies		5141.77
59777	08/15/2023	NORTHSTAR CHEMICAL	260449	Chemicals - RMWTP	Materials & Supplies-RMWTP		6733.58
59777	08/15/2023	NORTHSTAR CHEMICAL	260450	Chemicals - TR Well	Materials & supplies		425.99
59777	08/15/2023	NORTHSTAR CHEMICAL	260452	Chemicals - Woodcreek-Lynwood	Materials & supplies		1343.95
					Vendor NOR07 - NORTHSTAR CHEMICAL Total:		**13645.29**
59778	08/09/2023	PETER URSU	00005736	Closed Act Overpayment Refund- Presilla Rd	Refunds payable		14.56
59779	08/11/2023	PURETEC INDUSTRIAL WATER	2098031	Deionized Water Service	Materials & supplies		284.3
59780	08/09/2023	RDS CONTRACTING, INC.	00006340	Fire Hydrant #9 Deposit Refund	Refunds payable		765.35
Vendor: ROY03 - ROYAL INDUSTRIAL SOLUTIONS							
59781	08/16/2023	ROYAL INDUSTRIAL SOLUTIONS	9009-1030984	VFD Repair	Repair parts & equipment	FY23-0161-R1	8299.01
59781	08/16/2023	ROYAL INDUSTRIAL SOLUTIONS	9009-1037545	Conejo GAC MCCs	Construction in progress	FY22-0149-R2	29367.09
					Vendor ROY03 - ROYAL INDUSTRIAL SOLUTIONS Total:		**37666.1**
Vendor: RPB01 - RP Barricade, Inc							
59782	08/15/2023	RP Barricade, Inc	34813	Raise Valve Stackings - Manholes Traffic Control	Outsd contracts	FY24-0037	1399
59782	08/16/2023	RP Barricade, Inc	63154	Raise Valve Stackings - Manholes Traffic Control	Outsd contracts	FY24-0036	1399
59782	08/16/2023	RP Barricade, Inc	63155	Raise Valve Stackings - Manholes Traffic Control	Outsd contracts	FY24-0036	1519
59782	08/16/2023	RP Barricade, Inc	63156	Raise Valve Stackings - Manholes Traffic Control	Outsd contracts	FY24-0036	1459
59782	08/16/2023	RP Barricade, Inc	63157	Raise Valve Stackings - Manholes Traffic Control	Outsd contracts	FY24-0036	1399
59782	08/15/2023	RP Barricade, Inc	63216	Raise Valve Stackings - Manholes Traffic Control	Outsd contracts	FY24-0037	1399
59782	08/16/2023	RP Barricade, Inc	63217	Raise Valve Stackings - Manholes Traffic Control	Outsd contracts	FY24-0036	1399
59782	08/15/2023	RP Barricade, Inc	63219	Raise Valve Stackings - Manholes Traffic Control	Outsd contracts	FY24-0037	1399
59782	08/15/2023	RP Barricade, Inc	63220	Raise Valve Stackings - Manholes Traffic Control	Outsd contracts	FY24-0037	1399
59782	08/15/2023	RP Barricade, Inc	63221	Raise Valve Stackings - Manholes Traffic Control	Outsd contracts	FY24-0037	1399
59782	08/15/2023	RP Barricade, Inc	63222	Raise Valve Stackings - Manholes Traffic Control	Outsd contracts	FY24-0038	1399
59782	08/15/2023	RP Barricade, Inc	63223	Raise Valve Stackings - Manholes Traffic Control	Outsd contracts	FY24-0038	1284
					Vendor RPB01 - RP Barricade, Inc Total:		**16853**
Vendor: SAM01 - SAM HILL & SONS, INC.							
59783	08/16/2023	SAM HILL & SONS, INC.	4575	Leak Repair - 12" Steel Main	Pipeline repairs	FY24-0030	15246.47
59783	08/15/2023	SAM HILL & SONS, INC.	4577	Leak Repair - 1" Service Line	Pipeline repairs	FY24-0031	11990
					Vendor SAM01 - SAM HILL & SONS, INC. Total:		**27236.47**

Vendor: SCF01 - SC Fuels							
59784	08/11/2023	SC Fuels	2441713IN	Material & Supplies - FUEL	Materials & supplies		1678.98
59784	08/11/2023	SC Fuels	2447200IN	Material & Supplies - FUEL	Materials & supplies		2145.51
59784	08/15/2023	SC Fuels	2452810IN	Materials & Supplies - FUEL Pond 1	Materials & supplies		1822.24
					Vendor SCF01 - SC Fuels Total:		**5646.73**
Vendor: \S213 - SHEA HOMES SO CAL INC							
59785	08/09/2023	SHEA HOMES SO CAL INC	00012141	Closed Act Overpayment Refund- 5001 Nopales Dr	Refunds payable		6.96
59785	08/09/2023	SHEA HOMES SO CAL INC	00012181	Closed Acct Overpayment Refund - 5001 Vicuna Dr	Refunds payable		18
					Vendor \S213 - SHEA HOMES SO CAL INC Total:		**24.96**
Vendor: SCE01 - SOUTHERN CALIF. EDISON							
1242	08/16/2023	SOUTHERN CALIF. EDISON	August 2023	August 2023 Usage Charges	Pumping Power Potable		59622.08
1242	08/16/2023	SOUTHERN CALIF. EDISON	August 2023	August 2023 Usage Charges	Pumping Power-RMWTP		1746.47
1242	08/16/2023	SOUTHERN CALIF. EDISON	August 2023	August 2023 Usage Charges	Pumping power N-P		153219.89
1242	08/16/2023	SOUTHERN CALIF. EDISON	August 2023	August 2023 Usage Charges	Utilities		5043.54
					Vendor SCE01 - SOUTHERN CALIF. EDISON Total:		**219631.98**
Vendor: SCG01 - SOUTHERN CALIFORNIA GAS							
1243	08/08/2023	SOUTHERN CALIFORNIA GAS	August 2023	July 2023 Usage-Acct 123 787 1794 1	Utilities		14.79
1243	08/08/2023	SOUTHERN CALIFORNIA GAS	August 2023--A	July 2023 Usage-Acct 170 013 9900 9	Utilities		5.01
					Vendor SCG01 - SOUTHERN CALIFORNIA GAS Total:		**19.8**
59786	08/11/2023	SPARKLETTS	4667386-080623	Distilled Botteld Water	Outsd contracts		114.41
59732	08/02/2023	STATE WATER RESOURCES CONTROL BOARD	T1-Renewal-KeithK	Grade 1 Treatment Certification-Keith Kohr	Dues & subscrip		55
59787	08/14/2023	SYNAGRO TECHNOLOGIES	40565	Sludge Removal	Outsd contracts	FY24-0010	10740.8
Vendor: HAT01 - THE HATHAWAY LAW FIRM, LLP							
59733	08/08/2023	THE HATHAWAY LAW FIRM, LLP	203854	Legal Services	Legal services		330.71
59733	08/08/2023	THE HATHAWAY LAW FIRM, LLP	203854	Legal Services	Legal services		305.27
59733	08/08/2023	THE HATHAWAY LAW FIRM, LLP	203854	Legal Services	Legal services		342.46
59788	08/08/2023	THE HATHAWAY LAW FIRM, LLP	204728	PFAS Legal Services	Legal services		10.34
59788	08/08/2023	THE HATHAWAY LAW FIRM, LLP	204728	PFAS Legal Services	Legal services		9.54
59788	08/08/2023	THE HATHAWAY LAW FIRM, LLP	204728	PFAS Legal Services	Legal services		10.7
59788	08/08/2023	THE HATHAWAY LAW FIRM, LLP	204729	Legal Services	Legal services		392.73
59788	08/08/2023	THE HATHAWAY LAW FIRM, LLP	204729	Legal Services	Legal services		362.52
59788	08/08/2023	THE HATHAWAY LAW FIRM, LLP	204729	Legal Services	Legal services		406.66
					Vendor HAT01 - THE HATHAWAY LAW FIRM, LLP Total:		**2170.93**
Vendor: ROV01 - THE ROVISYS COMPANY							
59789	08/16/2023	THE ROVISYS COMPANY	85596	WW Historian Virtualization	Construction in progress	FY22-0138-R2	1400
59789	08/16/2023	THE ROVISYS COMPANY	86714	WW Historian Virtualization	Construction in progress	FY22-0138-R2	900
					Vendor ROV01 - THE ROVISYS COMPANY Total:		**2300**
59790	08/15/2023	TRAFFIC TECHNOLOGIES LLC	44666	Signs for Conejo Well Field- Safety Vests	Materials & supplies		175.89
59791	08/15/2023	TRAVIS AGRICULTURAL, INC	23708-F	RMWTP - Concentrate Repiping	Outside Contracts-RMWTP	FY24-0033	7605.24
1244	08/07/2023	U.S. BANK CORPORATE	23-Jul	Credit Card Purchases	Credit Cards Payment		16798.12
Vendor: UNI12 - UNIFIED FIELD SERVICES CORPORATION							
59792	08/11/2023	UNIFIED FIELD SERVICES CORPORATION	Pymt 12 -PW21-01	PV Well No. 2 Construction Services	Construction in progress	FY22-0010-R2	15758.48
59792	08/11/2023	UNIFIED FIELD SERVICES CORPORATION	Pymt 12 -PW21-01	Change Order 2	Construction in progress	FY22-0010-R2	18515.19
59792	08/11/2023	UNIFIED FIELD SERVICES CORPORATION	Pymt 12 -PW21-01	Extra Trench excavation	Construction in progress	FY22-0010-R2	32911.43
59792	08/11/2023	UNIFIED FIELD SERVICES CORPORATION	Pymt 12 -PW21-01	CO 3 - Out of Scope Work	Construction in progress	FY22-0010-R2	16338
59792	08/11/2023	UNIFIED FIELD SERVICES CORPORATION	Retention-Pymt 12	RETENTION-Pymt 12-PW21-01	Contractor's retention		-8352.31
					Vendor UNI12 - UNIFIED FIELD SERVICES CORPORATION Total:		**75170.79**

Vendor: UNI08 - UNIFIRST CORPORATION							
59793	08/11/2023	UNIFIRST CORPORATION	2210017279	Office Cleaning Supplies - Towe-Mat Service	Outsd contracts		79.72
59793	08/11/2023	UNIFIRST CORPORATION	2210017280	Uniform Cleaning Service	Outsd contracts		143.77
59793	08/11/2023	UNIFIRST CORPORATION	2210019027	Office Cleaning Supplies - Towe-Mat Service	Outsd contracts		76.58
59793	08/11/2023	UNIFIRST CORPORATION	2210019032	Uniform Cleaning Service	Outsd contracts		186.88
59793	08/15/2023	UNIFIRST CORPORATION	2210021227	Office Cleaning Supplies - Towel-Mat Service	Outsd contracts		87.46
59793	08/15/2023	UNIFIRST CORPORATION	2210021229	Uniform Cleaning Service	Outsd contracts		151.75
					Vendor UNI08 - UNIFIRST CORPORATION Total:		**726.16**
Vendor: USA01 - USA BLUE BOOK							
59795	08/08/2023	USA BLUE BOOK	INV00093274	Laboratory Supplies	Materials & supplies		37.12
59795	08/14/2023	USA BLUE BOOK	INV00098606	Laboratory Supplies	Materials & supplies		239.55
59795	08/11/2023	USA BLUE BOOK	INV00100443	Laboratory Supplies	Materials & supplies		47.74
59795	08/11/2023	USA BLUE BOOK	INV00101568	CWRF - Standard Kit	Materials & supplies		892.48
59795	08/14/2023	USA BLUE BOOK	INV00101984	Laboratory Supplies	Materials & supplies		713.55
					Vendor USA01 - USA BLUE BOOK Total:		**1930.44**
59796	08/11/2023	VENTURA COUNTY AIR POLLUTION CONTROL DI	1048435	Generator Permit - PS2	Fees & charges		705
Vendor: VEN02 - VENTURA REGIONAL SANITATION DISTRICT, INC							
59797	08/14/2023	VENTURA REGIONAL SANITATION DISTRICT, INC	73123	VRSD Sewer Cleaning	Outsd contracts	FY24-0009	11265.43
59797	08/14/2023	VENTURA REGIONAL SANITATION DISTRICT, INC	73123-A	VRSD Sewer Cleaning	Outsd contracts	FY24-0009	803.33
					Vendor VEN02 - VENTURA REGIONAL SANITATION DISTRICT, INC Total:		**12068.76**
Vendor: WWG01 - W W GRAINGER, INC.							
59798	08/11/2023	W W GRAINGER, INC.	9789135085	Materials & Supplies - RMWTP	Materials & Supplies-RMWTP		552.69
59798	08/15/2023	W W GRAINGER, INC.	9797887917	RMWTP SS Hardware	Materials & Supplies-RMWTP		15.9
59798	08/11/2023	W W GRAINGER, INC.	9799484143	Materials & Supplies - CWRF	Materials & supplies		340.16
59798	08/15/2023	W W GRAINGER, INC.	9801207060	Materials & Supplies -CWRF	Materials & supplies		6.18
59798	08/15/2023	W W GRAINGER, INC.	9802336322	Materials & Supplies - Caustic - Hazard Signs	Materials & supplies		143.83
59798	08/15/2023	W W GRAINGER, INC.	9802358664	Materials & Supplies - Ball Valves	Materials & Supplies-RMWTP		913.81
					Vendor WWG01 - W W GRAINGER, INC. Total:		**1972.57**
59799	08/09/2023	WILLIAM PRATHER	00002668	Deposit Refund Act 2668 - 5952 Heritage Pl	Refunds payable		30.59
59800	08/15/2023	ZEBRON, INC	52971-A	Invoice Reference #52971-Revised. Manhole Rehab	Outsd contracts		25
59801	08/16/2023	ZWORLD GIS, LLC	2023-0339	GIS Consultan Support	Outsd contracts		4500

TOTAL VENDOR PAYMENTS-CAMROSA

$ 1,877,777.11

DFT0004809	08/10/2023	CAL PERS 457 PLAN	INV0013588	Deferred Compensation	Deferred comp - ee paid	2927.96
DFT0004824	08/10/2023	EMPLOYMENT DEVELOP. DEPT.	INV0013605	Payroll-SIT	P/R-sit	4986.15
Vendor: HEA02 - HealthEquity						
DFT0004812	08/10/2023	HealthEquity	INV0013592	HSA-Employee Contribution	HSA Contributions Payable	236.53
DFT0004813	08/10/2023	HealthEquity	INV0013593	HSA Contributions	HSA Contributions Payable	150
					Vendor HEA02 - HealthEquity Total:	**386.53**
1240	08/10/2023	LINCOLN FINANCIAL GROUP	INV0013589	Deferred Compensation	Deferred comp - ee paid	2836.4
1241	08/10/2023	LINCOLN FINANCIAL GROUP	INV0013601	Profit Share Contribution	Profit share contributions	2648.22
DFT0004810	08/10/2023	PUBLIC EMPLOYEES	INV0013590	PERS-Classic Employee Portion	P/R-state ret.	19845.93

Vendor: UNI10 - UNITED STATES TREASURY

DFT0004821	08/10/2023	UNITED STATES TREASURY	INV0013602	FIT	P/R-fit	12380.54
DFT0004822	08/10/2023	UNITED STATES TREASURY	INV0013603	Payroll-Social Security Tax	P/R - ee social security	209
DFT0004823	08/10/2023	UNITED STATES TREASURY	INV0013604	Payroll- Medicare Tax	P/R - ee medicare	3384.72
					Vendor UNI10 - UNITED STATES TREASURY Total:	**15974.26**
59794	08/10/2023	UNITED WAY OF VENTURA CO.	INV0013587	Charity-United Way	P/R-charity	20

TOTAL PAYROLL VENDOR PAYMENTS-CAMROSA **$ 49,625.45**

CAMROSA WATER DISTRICT
BUILDING WATER SELF-RELIANCE

Board of Directors
Andrew F. Nelson
Division 1
Jeffrey C. Brown
Division 2
Timothy H. Hoag
Division 3
Eugene F. West
Division 4
Terry L. Foreman
Division 5
General Manager
Tony L. Stafford

Board Memorandum

August 24, 2023

To: General Manager

From: Terry Curson, District Engineer

Subject: **Conejo Emergency Standby Generator Diesel Fuel Purchase**

Objective: Purchase diesel fuel for the Conejo Well Field's Emergency Standby Generator.

Action Required: Authorize the General Manager to purchase diesel fuel, in the amount not to exceed $40,000.00, for the Conejo Well Field Treatment Plant.

Discussion: The Conejo Well Field treatment plant is nearing completion, and the 12,000-gallon emergency standby generator fuel tank needs to be filled. In late June, the tank was partially filled for start-up and testing of the generator. The partial and complete filling of the fuel tank was not part of the contractor's scope of work and is the District's responsibility. The District has an existing contract with SC Fuels who currently supplies fuel filling services to all District owned fuel tanks. Although fuel prices fluctuate daily, the current price is approximately $4.00/gallon for diesel. It is estimated that the total cost to fill the tank will be $35,000.00.

Funding is available from the Conejo Wellfield project budget.

CAMROSA WATER DISTRICT
BUILDING WATER SELF-RELIANCE

Board of Directors
Andrew F. Nelson
Division 1
Jeffrey C. Brown
Division 2
Timothy H. Hoag
Division 3
Eugene F. West
Division 4
Terry L. Foreman
Division 5
General Manager
Tony L. Stafford

Board Memorandum

August 24, 2023

To: General Manager

From: Joe Willingham, IT and Special Projects Manager

Subject: **All Connected Incorporated (ACI) Contract Amendment**

Objective: Amend the existing 2022, multi-year contract with ACI to update the current user count from 25 to 35 users and include additional services.

Action Required: Authorize the General Manager to amend the existing ACI IT/OT Managed Services contract with All Connected Inc. for additional services, increasing the yearly contract from $191,873.00 to a new total not to exceed $252,500.00.

Discussion: This board action is a consolidation of existing services within Program-11, Information Services, Outside Contracts budget and additional ACI services that enhance our IT posture and results in a net-zero increase to the overall Program-11 budget. No additional funds to the budget are being requested.

On January 27, 2022, the Board approved a 41-month contract with ACI to provide Information/Operation Technology (IT/OT) managed services for 25 user login accounts with an annual amount of $191,873.04. Shortly thereafter it was determined the actual user login count varied between 30-33. To date, ACI has graciously kept the count/cost at 25 user logins but is requiring an adjustment to the actual user count this fiscal year.

Additionally, when the ACI contract was approved in January 2022, the District was under annual contracts with other firms to provide other required IT related services that ACI agreed to manage but were not included as purchased services in the ACI contract. These included:

- Ankura Consulting LLC – Carbon Black, Endpoint Protection and Response (EDR) services ($51,250.00 annually)
- Liftoff LLC - Microsoft G3 License (30 users) Office365/Exchange Email Services ($9,102.00 annually)
- Acronis Inc. – On site data backup ($6,500.00 annually)
- Adobe Acrobat (purchased and licensed directly through Adobe)

As these separate annual contracts expired, staff intended to shift these separate required services/expenses to ACI. In October 2022, the Ankura EDR contract expired and ACI's Cisco Secure Endpoint was implemented as the new EDR solution at a cost of **$18,300.00** annually (based on 25 user accounts). In July of this year, Microsoft's G3 license (through Liftoff LLC) was transferred to ACI and increased to 35 users and at an annual cost of **$14,784.00.** Acronis backup services are due to expire in November of 2023 but have been maintained in parallel to ACI backups for redundancy purposes. Lastly, staff recommends including the following beneficial services to enhance cyber security:

- AutoElevate - Alerts administrators for remote approval/denial when a user attempts to perform elevated tasks (35 devices) - Annual cost increase: **$609.00.**
- RecoverConnect Disaster Recovery as a Service (DRaaS) - In the event of a site or server outage, ACI's DRaaS services will allow key servers such as the District's Alchemy document retention server, Active Directory, Enterprise GIS and other virtual servers to be activated in ACI's SOC2 compliant cloud – Annual cost increase **$10,800.00.**

An ACI budget of $233,000.00 is included in the Fiscal Year (FY) 2023-2024. Separate expense budgets of $13,000.00 for MS-O365 G3 licensing and $6,500.00 for Acronis Backup licensing are also part of Program-11, Information Systems, Outside Contracts budget. Microsoft Office 365 and Acronis Backup budgets will be consolidated with the ACI budget to directly offset all increases outlined here for a net-zero increase to the Program-11, Information Systems, Outside Contracts budget. In summary, the cost modifications above are summarized below:

Annual ACI Support Costs		
Description	**Monthly**	**Annually**
Original FY21-22 Contract (Approved 1/27/2022)	**$15,989.42**	**$191,873.04**
smartConnect Base User - (25 users x $177.29 per-user, per-month)	$4,432.25	$53,187.00
smartConnect Appliance - Qty 1	$41.67	$500.04
smartBackup - Qty 1	$2,636.50	$31,638.00
smartBackup Appliance - Qty 1	$379.00	$4,548.00
Sub-Total smartConnect Costs ->	**$7,489.42**	**$89,873.04**
Auxiliary Support - as needed ->	**$8,500.00**	**$102,000.00**
FY23-24 Revised	**$21,041.67**	**$252,500.00**
smart Connect New Base User - (35 users x $257.89 per-user, per-month) w/ these additional service listed here: * Advanced MDR Security Services * Cisco Secure Endpoint (Advanced Malware Protection A/V) * Microsoft 365 G3 GCC (annual subscription billed monthly) * DNS level email and internet protection * Encrypted Password Management * Cisco Duo Access (Multi-Factor Authentication)	$9,026.15	$108,313.80
smartConnect Appliance - Qty 2	$110.00	$1,320.00
Network Temperature Monitoring hardware - Qty 2	$70.68	$848.16
Regularly Schduled security audits / Vulnerability Scanning	$19.17	$230.04
Privilege Access Manager - AutoElevate (35 users x $1.45 per-user, per-month)	$50.75	$609.00
5 Additional Microsoft G3 Licenses (5 x $35.20 -for expansion purposes)	$176.00	$2,112.00
Diverse network monitoring	$350.00	$4,200.00
Monitoring Windows add-on (add'l 50 devices)	$185.00	$2,220.00
smartBackup - Qty 1 (w/ DRaaS added)	$3,536.50	$42,438.00
Sub-Total smartConnect Costs (FY23-24 Revised) ->	**$13,524.25**	**$162,291.00**
Auxiliary Support - as needed (FY23-24 Revised) ->	**$7,517.42**	**$90,209.00**

Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797

Some of the important terms of this agreement are printed on pages 2 through 4. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 4 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: AllConnected, Inc.
4514 Ish Drive
Simi Valley, CA 93063

DATE: August 24, 2023

Agreement No.: 2022-126 Amend #1

The undersigned Consultant offers to furnish the following: IT/OT managed services for Camrosa Water District as outlined in the AllConnected Master Service agreement version 1.24c., including the following Smart Connect and Auxiliary Support Services amendments below.

Amend #1
Contract price $:

1. Smart Connect billed monthly $13,524.25* not to exceed $162,291.00 per year.
2. Auxiliary Support Services billed as needed not to exceed $90,209.00 annually.

*Assumes Quantity 35, O365 G3 Licensed Users, Quantity 85 endpoints (Cisco Secure Endpoint and DUO), Quantity 35 Auto-Elevate devices, DRaaS 15 VM servers, and a maximum of 15TB Backup Storage.

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Contract Term: SmartConnect effective for 41-month contract term thru June 30, 2025 and may be renewed on an annual basis thereafter.
Auxiliary Support Services effective for a 41-month contract term thru June 30, 2025 and may be renewed on an annual basis thereafter.
Master Service Agreement may be terminated with or without cause with 90 days written notice.

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

By: _____
Tony L. Stafford

Title: General Manager

Date: _____

Consultant: AllConnected, Inc.

By: _____
Alan McDonald

Title: President, CEO

Date: _____

Consultant agrees with Camrosa Water District (District) that:

a. Indemnification: To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from negligent acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District's negligence or willful acts.

b. Minimum Insurance Requirements: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

c. Coverage: Coverage shall be at least as broad as the following:

   1. Commercial General Liability (CGL) - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

   2. Automobile Liability - (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

   3. Workers' Compensation Insurance - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

   4. Waiver of Subrogation: The parties to this Agreement mutually agree to waive all rights of subrogation against the other party and its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed pursuant to this Agreement ; but this provision applies regardless of whether or not the party has received a waiver of subrogation from its insurer.

   5. Professional Liability - (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

   6. Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions), with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

d. If Claims Made Policies:

   1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

   2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions: The general liability policy must contain, or be endorsed to contain, the following provisions:

a. Additional Insured Status: District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

b. Primary Coverage: For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

Verification of Coverage: Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Requirements:

a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."

b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.

c. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. Consultant's "other authorized representative(s)" has/have the authority to execute such written change for Consultant.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Consultant, specifying the effective date of termination.

QUOTE: ACIQ16512-01 - CAMROSA WATER DISTRICT - SMARTCONNECT 2.0 W/ COMPLIANCE

allconnected

Prepare IT for Survival

EXECUTIVE SUMMARY

PREPARED FOR: Joe Willingham, Camrosa Water District
7385 Santa Rosa Rd., Camarillo, CA 93012
SHIP TO: 7385 Santa Rosa Rd., Camarillo, CA 93012
PREPARED BY: Yvette Clubb, Sales Coordinator, 805-475-5029 | yvettec@allconnected.com

This Quote replaces/amends page 11 and page 15 of our smartConnect Proposal, and modifies the smartBackup Quote Pricing Page, both originally signed on January 28th, 2022. Amendments are as follows:

1. Increase smartConnect Managed User count from 25 to 35

a. Add Privilege Access Management, per device, for 35 devices
b. Add Cisco Secure Endpoint, per user, for 35 users (Note: Cisco Secure Endpoint will change to a per-device billing on 7/1/2024)
c. Add Perch SOC services and advanced MDR Security Services, per user, for 35 users
d. Add Microsoft 365 G3 GCC licensing for 35 users
e. Additional smartConnect Managed users will cost $277.17/month
f. Add DRaaS/Replication capabilities for up to 15 VMs, with 5TB of Replication Storage

2. Add additional licenses beyond those included in the 35 smartConnect Managed User Bundles:

a. 35 additional Privilege Access Management licenses
b. 5 additional Microsoft 365 G3 GCC licenses

smartConnect provides a complete, outsourced IT solution for your business

AllConnected's smartConnect is a comprehensive IT support service. Our consultative approach, based on a 5-layer NIST CyberSecurity framework, provides security software, 24×7 monitoring, remediation, patch management, cloud backup and recovery, and help desk support.

A dedicated Technical Account Manager ensures that your IT supports your business strategy & growth goals.

Combined with our Private/Hybrid cloud services, smartConnect delivers you IT support and security for emerging and small businesses.

DESCRIPTION	QTY	PRICE	EXT PRICE
smartConnect			**$9,761.00**
Monthly smartConnect User Count			
smartConnect + Compliance - smartConnect with Advanced Security Services * Email filtering and Advanced Threat Protection * DNS level email and internet protection * Encrypted Password Management * Regular End-User Phishing Cybersecurity Training and Review * Cisco Duo Access Multi-factor Authentication * Advanced MDR Security Services with standard SLA, 1 month security log storage * Cisco Secure Endpoint (Advanced Malware Protection) * Multisite Infrastructure Support	35	$257.89	$9,026.15
DNS Security			

DESCRIPTION	QTY	PRICE	EXT PRICE
Microsoft 365 G3 GCC (CSP GCC 1YR MTH)			
Password Management			
Security Awareness Training and Phishing Simulation			
Email Filtering and Advanced Threat Protection			
Event/Alert Analysis			
Dedicated TAM			
HelpDesk Services			
L1/L2 Escalation			
24x7 Monitoring & Escalation			
Technology Business Review / Strategic Planning			
Veeam VCSP license for backup Microsoft 365 (p/user)			
Privilege Access Manager (per device) -No labor included -Billed Monthly -Invoice based on actual usage			
Asset Inventory, Alerting, Monitoring Subscription (N-Central)			
Managed Detection and Response Leveraging 24x7 SOC			
Multi-factor Authentication w/ Conditional Access			
Anti-Malware			
Site Management: System,Server, and Network Devices			
smartConnect protects your IT environment from both physical and cyber attacks with a variety of solutions that include 24/7 monitoring, DNS-level filtering of internet traffic, temperature controls and more.			
AllConnected Monitoring Appliance - Monthly rental		$55.00	$110.00
Network Temperature Monitoring hardware		$35.34	$70.68
Regularly Scheduled security audits / Vulnerability Scanning External Security Scan & Brief Analysis		$19.17	$19.17

DESCRIPTION	QTY	PRICE	EXT PRICE
Add-on Infrastructure Support			
Monitoring support for diverse networking infrastructure through 3rd Party management Configuration Backup w/ Netflow	10	$35.00	$350.00
Monitored Windows add-on element (management pack for 50 devices)	1	$185.00	$185.00
Monitored Non-Windows add-on element (management pack for 50 devices)	0		
Add-on Subscription Licenses			**$226.75**
Adobe Acrobat Pro DC Subscription License	0		
Adobe Creative Cloud All Apps Subscription License	0		
Citrix Virtual Apps and Desktops	0		
Privilege Access Manager (per device) -No labor included -Billed Monthly -Invoice based on actual usage	35	$1.45	$50.75
Microsoft 365 G3 GCC (CSP GCC 1YR MTH)	5	$35.20	$176.00
RecoverConnect			**$3,536.50**
Managed Cloud Backup and Recovery			
Choose a smartBackup plan for your small business * Or request a flexible DRaaS Essential plan or a fully tailored DRaaS plan to reach your disaster recovery requirements. AllConnected's Disaster Recovery Experts work to meet your organization's RTO/RPO objectives with regularly tested disaster recovery solutions.			
smartBackup for Small Business - 15 x 15 x 15 Plan - 15 TB Protection plan with Insider Protection - 15 Protected VM plan - 24TB Seconda appliance		$2,636.50	$2,636.50
* Requires AllConnected network discovery and assessment to calculate the best solution for your organization			
DRaaS add-on (includes up to 15 replicated VMs, and 5TB of Replication Storage see DRaaS addendum)	1	$900.00	$900.00
Adjustments			
Estimated, additional p/user support cost			
Additional smartConnect Compliance User	0	$277.17	$0.00

DESCRIPTION	QTY	PRICE	EXT PRICE

	SubTotal	$13,524.25
	Sales Tax	$0.00
	TOTAL	**$13,524.25**
	TOTAL RECURRING	***$13,524.25***

This agreement is subject to the Terms and Conditions specified in our Master Service Agreement (MSA), located at https://allconnected.com/msa

In the event of a conflict between the MSA and this proposal, the terms of this Proposal will control.

Your smartConnect Terms & Conditions are found at:
https://allconnected.com/terms-smartconnect/

TERMS & CONDITIONS: 50% project labor is due upon agreement. Any deletions or modifications to quantities or products on this quote require repricing - all delivery, training or consulting services to be billed at published rates for each activity involved - generally all hardware computer components proposed above are covered by the manufacturer for a limited one year warranty, covering parts and labor on a depot basis - we specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. Minimum 15% restocking fee with original packaging.

Terms are NET 30 DAYS unless otherwise agreed upon.

This agreement is subject to the Terms and Conditions specified in our Master Service Agreement (MSA), located at https://allconnected.com/msa
In the event of a conflict between the MSA and this proposal, the terms of this Proposal will control.

Quote Approval

Quote Pricing, Terms, and Conditions approved by: Date:

Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797

Some of the important terms of this agreement are printed on pages 2 through 4. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 4 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: AllConnected, Inc.
4514 Ish Drive
Simi Valley, CA 93063

DATE: January 27, 2022

Agreement No.: 2022-126

The undersigned Consultant offers to furnish the following: IT/OT managed services for Camrosa Water District per attached AllConnected Master Service Agreement, smartConnect Statement of Work, and Auxiliary Support Attachment(s).

Contract price $:

1. SmartConnect billed monthly $7,489.44* plus Startup/Setup Fees $15,000.00, not to exceed $52,447.20 for current fiscal year, and $89,873.28 for subsequent years.
2. Auxiliary Support Services $16,350 start-up fee, plus billed as needed not to exceed $58,850.00 for current fiscal year, and not to exceed $102,000 per year for subsequent years.

* Assumes 25 named users, 85 endpoints, 15TB.

Contract Term: SmartConnect effective for 41-month contract term thru June 30, 2025 and may be renewed on an annual basis thereafter.
Auxiliary Support Services effective for 41-month contract term thru June 30, 2025 and may be renewed on an annual basis thereafter.
Master Service Agreement may be terminated with or without cause with 90 days written notice.

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

By: Tony Stafford
Tony Stafford (Jan 28, 2022 15:18 PST)

Tony L. Stafford

Title: General Manager

Date: Jan 28, 2022

Consultant: AllConnected, Inc.

By: C Alan McDonald

Alan McDonald

Title: President, CEO

Date: Jan 28, 2022

Tamara Sexton

Digitally signed by Tamara Sexton
DN: cn=Tamara Sexton, o, ou, email=tamara@camrosa.om, c=US
Date: 2022.01.28 07:38:11 -08'00'

Tamara Sexton
Tamara Sexton (Jan 28, 2022 14:44 PST)

Jan 28, 2022

Consultant agrees with Camrosa Water District (District) that:

a. **Indemnification:** To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from negligent acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District's negligence or willful acts.

b. **Minimum Insurance Requirements:** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

c. **Coverage:** Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL) -** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars ($2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability -** (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars ($1,000,000) for bodily injury and property damage each accident.

3. **Workers' Compensation Insurance -** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Waiver of Subrogation:** The parties to this Agreement mutually agree to waive all rights of subrogation against the other party and its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed pursuant to this Agreement ; but this provision applies regardless of whether or not the party has received a waiver of subrogation from its insurer.

5. **Professional Liability** - (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

6. **Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions),** with limits not less than $2,000,000 per occurrence or claim, and $2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

d. **If Claims Made Policies:**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions: The general liability policy must contain, or be endorsed to contain, the following provisions:

a. **Additional Insured Status:** District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

b. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

Verification of Coverage: Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Requirements:

a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."

b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.

c. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. Consultant's "other authorized representative(s)" has/have the authority to execute such written change for Consultant.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Consultant, specifying the effective date of termination.

MASTER SERVICE AGREEMENT v1.24c

THIS MASTER SERVICE AGREEMENT ("**Agreement**") is made this 27th day of January 2022 ("**Effective Date**") by and between AllConnected, Inc. ("Master Service Provider", "MSP" or AllConnected), 4514 Ish Drive, Simi Valley, CA 93063 and Camrosa Water District, 7385 Santa Rosa Road, Camarillo, CA 93012 ("Client").

1. SCOPE OF AGREEMENT. This Agreement serves as a master agreement and applies to Client's purchases from AllConnected, of product including hardware, support and maintenance services, licenses for software & hardware, and/or subscription services, ("Product") and of services including but not limited to Support Connect, Recovery Solutions, Disaster Recovery, Cloud Backup and IT Infrastructure Services ("Services"). Client hereby engages and retains AllConnected to render Services as more particularly set forth in the **SmartConnect agreement and/or subsequent addendums** (the "Statement of Work") attached hereto and incorporated herein by reference. No Product or Services will be provided under this Agreement alone, but may require the execution of a written or electronic purchase order form, or other mutually acceptable order documentation, which contains terms relating to this Agreement, each of which must be executed by both parties and, upon such execution, is deemed incorporated in this Agreement for all purposes. Each subsequent Addendum or Statement of Work incorporate all the provisions within this Agreement. The parties hereby further agree that the parties may execute multiple Orders and Statements of Work under this Agreement. In the event of any conflict between the terms of the Purchase Order and Statement of Work and those of this Agreement, the terms of the Purchase Order or Statement of Work will prevail over this Agreement.

2. TERM AND TERMINATION. This Agreement will begin on the Effective Date and will continue until each Order and/or SOW expires, is completed, or is terminated. AllConnected may: (a) terminate a specific Order if Client fails to pay any applicable fees due for that Order within 30 days after receipt of written notice from AllConnected of non-payment; and/or (b) terminate this Agreement or an Order if Client commits any other material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice from AllConnected. If an Order for Services is terminated, Client will promptly pay AllConnected for Services rendered, and expenses incurred through the termination date.

Client may (a) terminate this Agreement or an Order if AllConnected commits any other material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice from Client; and/or (b) terminate for any reason with ninety (90) days written notice to AllConnected. If applicable, early termination fees will be defined in each Order and/or SOW.

2.1 Termination of Cloud Service by AllConnected. (a) FOR CAUSE. AllConnected may immediately (and without prior notice) suspend or terminate all or part of the Cloud Services by sending Client a written notice of termination if one or more of the following occurs: (i) AllConnected discovers that you provided us with false information when you registered for Cloud Services; (ii) AllConnected determines, in our sole discretion, that your use of the Cloud Services poses a threat to the security or performance of our network or to any of our clients or suppliers; (iii) we determine, in our sole discretion, that your use of the Cloud Services is illegal, or that it misappropriates or infringes the property rights of a third party; (iv) you become the subject of an involuntary or voluntary bankruptcy or similar proceeding, or you assign all or substantially all of your assets for the benefit of creditors; (v) you fail to make any payment when due or if your credit card is declined; or (vi) you use cloud resources in an attempt to gain unauthorized access to computer systems (i.e., "hacking"). Notwithstanding any provision in this Agreement to the contrary, in the event AllConnected terminates or suspends Client's

Cloud Services without prior notice, and the factual basis upon which AllConnected based its suspension or termination of Client's Cloud Services is shown to be incorrect, AllConnected shall be responsible for any damages suffered by Client as a proximate result of the suspension or termination of Client's Cloud Services.

2.2 Termination of Cloud Service by Client. You may terminate your Cloud Service at any time and for any reason (or no reason at all) with ninety (90) days written notice to AllConnected.

If you do not renew your Cloud Service, terminate your Cloud Service or if AllConnected terminates your Cloud Service, unless sent to you in writing stating otherwise, our current policy is to keep your data for up to 30 days after the expiration or termination of your service, allowing you time to change your mind. After 30 days, we remove the backed up data associated with your Cloud Service and it will no longer be available for restore.

3. PAYMENT. Client will pay AllConnected all fees within 30 days of the invoice date which specifies the amounts due ("**Fees**"). All Fees payable under this Agreement are exclusive of sales, use, excise, and any other applicable transaction taxes, which Client will pay (excluding taxes based upon the net income of AllConnected). If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of one and one-half percent (1.5%) (or any other interest rate in accordance with the state's law) per month from the date due until paid in full. In the event of litigation, or arbitration, the non-prevailing party shall pay all expenses, including reasonable attorneys' fees, incurred by prevailing party or its representatives in enforcing its rights under this Agreement. Client's obligation to pay undisputed amounts due for Services and AllConnected's right to all such amounts are absolute and unconditional. Client is not entitled to setoff of such amounts. All Fees will be detailed in an Order. All such Fees, including any potential overage fee, will be agreed upon by both parties prior to the service being provided by AllConnected. Unless otherwise stated in a Purchase Order, Client agrees to pay or reimburse AllConnected for all actual, necessary, and reasonable expenses incurred by AllConnected in performance of such Purchase Order, which are capable of verification by receipt. AllConnected will submit invoices to Client for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable Purchase Order or Statement of Work.

4. CONFIDENTIALITY AND NON-DISCLOSURE. Both Parties to this Agreement recognize that, from time to time, they may come into contact with information that the other Party considers confidential. Confidential Information is defined for this Agreement as all information (whether written or oral) that comes into a Party's possession under or in connection with this Agreement that is reasonably considered by the disclosing Party to be confidential and is clearly identified as confidential. The Parties shall keep all Confidential Information in strict confidence.

The recipient will use a reasonable standard of care in protecting Confidential Information, which will not be less than the standard of care the recipient uses to protect its own confidential information; only use Confidential Information to perform its obligations and exercise its rights under this Agreement; not disclose Confidential Information to any third party; when requested by the disclosing Party, return or destroy the Confidential Information.

5. NO-HIRE AGREEMENT. In the event Client directly or indirectly employs any AllConnected consultant(s) or engineer(s) who provided service to Client, whether on-site or remotely, Client agrees

to pay AllConnected a recruitment and training fee of 50% of the total annual salary or $50,000, whichever is greater.

6. PROVISION OF MATERIALS AND SERVICES TO AllConnected. Client agrees to timely furnish, at its own expense, all personnel, all necessary computer hardware, software and related materials and appropriate and safe workspaces for purposes of AllConnected performing the services. Client will also provide AllConnected with access to all information, passwords and facilities requested by AllConnected that is necessary for AllConnected to perform the services. Access may be denied for any reason at any time, however if access to information, passwords or facilities is denied, Client understands that the AllConnected may be unable to perform their duties adequately and if such a situation should exist, the AllConnected will be held harmless.

7. WORKING ENVIRONMENT. Client shall provide a suitable working environment for any Equipment located at Client's facility. Such environment includes, but is not limited to the appropriate temperature, static electricity and humidity controls and properly conditioned electrical supply for each piece of Equipment. Client shall bear the risk of loss of any Equipment located at Client's facility.

8. CLIENT IS RESPONSIBILE FOR EQUIPMENT. Client acknowledges that from time to time (a) AllConnected may identify additional items that need to be purchased by Client, and (b) changes in Client's systems may be required in order for AllConnected to meet Client's requirements. In connection therewith, Client agrees to work in good faith with AllConnected to effectuate such purchases or changes. In the event that AllConnected is required to purchase any assets deployed at client site, including computer hardware and/or software, in connection with AllConnected providing the services, all such assets will remain the sole property of AllConnected unless specifically stated otherwise in writing. Client will be responsible for the quality, completeness and workmanship of any item or service furnished by it and for ensuring that the materials provided to AllConnected do not infringe or violate the rights of any third party. Unless Client has engaged AllConnected for Co-Managed Cloud Backup or Disaster Recovery, Client will maintain adequate backup for all data and other items furnished to AllConnected.

9. CLIENT DATA OWNERSHIP AND RESPONSIBILITY. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any data, information or material submitted by Client to AllConnected.

9.1. Software Installation or Replication. If AllConnected is required to install or replicate Client software as part of the Services, Client will independently verify that all such software is properly licensed. Client's act of providing any software to AllConnected will be deemed Client's affirmative acknowledgement to AllConnected that Client has a valid license that permits AllConnected to perform the Services related thereto. In addition, Client will retain the duty and obligation to monitor Client's equipment for the installation of unlicensed software unless AllConnected in a written statement of work ("SOW") expressly agrees to conduct such monitoring. Client will indemnify and hold harmless AllConnected against all damages and expenses it may incur (including reasonable attorney's fees and disbursements) related to Client providing infringing materials to AllConnected or any Client breach of this Section.

9.2. Data Encryption. Unless otherwise set forth in the SOW and/or SLA personal data and non-public data shall be encrypted at rest (public or multi-tenant), and in transit (traversing public networks). The

SOW and/or SLA will specify which party is responsible for encryption. If the SOW and/or SLA are silent then the Client is responsible for encryption.

10. INTELLECTUAL PROPERTY. AllConnected retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of this Agreement, as well as any software, materials, or methods created prior to or after conclusion of any work. Client acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.

10.1. Client may only use and disclose Product in accordance with the terms of this Agreement and applicable Order. AllConnected reserves all rights in and to the Product not expressly granted in this Agreement. Client may not disassemble or reverse engineer any software Product, or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law despite this limitation, or provide a third party with the results of any functional evaluation, or benchmarking or performance tests on the Products, without AllConnected's prior written approval. Except as expressly authorized in this Agreement or an Order, Client may not (a) distribute the Product to any third party (whether by rental, lease, sublicense or other transfer), or (b) operate the Product in an outsourcing or AllConnected business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Product - applicable installation instructions or release notes will contain the relevant details.

10.2. License Agreements.

(a) License. Subject to the terms of this Agreement, AllConnected grants Client a perpetual, non-exclusive, non-transferable license to use and modify all programming, documentation, reports, and any other product provided as part of the Services solely for its own internal use.

(b) Pre-Existing License Agreements. Any software product provided to Client by AllConnected as a reseller for a third party, which is licensed to Client under a separate software license agreement with such third party, will continue to be governed by the third party license agreement.

(c) EULA. Client hereby consents permission to AllConnected to sign all EULA's necessary for any software product installed on Client's computer system.

10.3. Third-Party Products. Product warranties for third party products, if any, are provided by the manufacturers thereof and not by AllConnected. AllConnected's sole obligation is to act on behalf of Client to assist in the satisfaction of any such warranty.

11. WARRANTY. AllConnected warrants that it will perform the Services substantially in accordance with the specifications set forth whether under this Agreement, a purchase order, other work order, SOW or otherwise in connection with any of them. For any breach of the foregoing warranty, AllConnected will exercise commercially reasonable efforts to re-perform any non-conforming services that were performed within the ten (10) business day period immediately preceding the date of Client's written notice to AllConnected specifying in reasonable detail such non-conformance. If AllConnected concludes that conformance is impracticable, then AllConnected will refund all fees paid by Client to AllConnected hereunder, if any, allocable to such nonconforming Services.

Notwithstanding the above, AllConnected does not warrant its products or services beyond a

reasonable standard or skill consistent with industry standards. AllConnected does not guarantee or promise any cost savings, profits, or returns on investment.

12. SOFTWARE, HARDWARE & SECURITY. Client understands and agrees that data loss, security breaches, or network failures may occur, whether or not foreseeable, if the Client fails to maintain proper security for its computer and information system including software and hardware updates. Client therefore agrees that it will follow software and hardware updates and maintain specific security standards, policies, procedures set forth in **Addendum A** ("Network Security & Data Protection Policy") attached hereto and incorporated herein by reference.

13. TERRORISM AND CYBER TERRORISM. In no event, shall AllConnected, whether under this Agreement, a purchase order, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things, including any such act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat therefrom.

14. TELEMARKETING & UNSOLICITED EMAILS. In no event, shall AllConnected, whether under this Agreement, a purchase order, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if the Client's data is breached because of the distribution of unsolicited email, direct mail, facsimiles, telemarketing or because of the collection of information by means of electronic "spiders", "spybots", "spyware", wiretapping, bugging, video cameras or identification tags.

15. EXTRAORDINARY EVENTS. In no event, shall AllConnected, whether under this Agreement, a purchase order, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any failure or malfunction of electrical or telecommunications infrastructure or services not under AllConnected's control, any satellite failure, or from any fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.

16. LIMITATIONS OF LIABILITY. THIS PARAGRAPH LIMITS THE LIABILITIES ARISING UNDER THIS AGREEMENT OR ANY SOW AND IS A BARGAINED-FOR AND MATERIAL PART OF THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT ALLCONNECTED WOULD NOT ENTER INTO THIS AGREEMENT UNLESS IT COULD RELY ON THE LIMITATIONS DESCRIBED IN THIS PARAGRAPH. EXCEPT FOR ALLCONNECTED'S FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, CLIENT AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASOR PARTIES") AGREES TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT, TO RELEASE ALLCONNECTED AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FOR SPECIAL DAMAGES, OR FOR INDIRECT DAMAGES, LOSS OF GOOD WILL OR EXEMPLARY OR PUNITIVE DAMAGES. ALLCONNECTED'S AGGREGATE LIABILITY ARISING FROM OR OUT OF OR RELATING TO BREACH OF THIS AGREEMENT SHALL NOT EXCEED THE FEES CONTRACTED UNDER THIS AGREEMENT FOR TWELVE (12) MONTHS. HOWEVER, THE LIMITATIONS ON LIABILITY PROVIDED HEREIN SHALL NOT APPLY TO ANY CLAIMS THAT ARE COVERED BY ALLCONNECTED'S INSURANCE.

17. INSURANCE. AllConnected agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, to the extend this Agreement creates exposure generally covered by the following insurance policies, AllConnected will maintain at its own sole cost and expense at least the following insurance covering its obligations under this Agreement: (a) Commercial General Liability including (i) bodily injury, (ii) property damage, (iii) contractual liability coverage, and (iv) personal injury, not less than Two Million Dollars ($2,000,000) per occurrence; (b) Business Automobile Liability for owned, hired and non-owned vehicles in an amount of not less than One Million Dollars ($1,000,000) for each accident; (c) Workers Compensation not less than One Million Dollars ($1,000,000); (d) Professional Liability and Cyber Security Insurance covering errors and omissions and wrongful acts in the performance of the Services. Such insurance will bear a combined single limit per occurrence of not less than Two Million Dollars ($2,000,000).

18. INDEMNIFICATION. AllConnected will indemnify, defend and hold harmless the Client and its directors, officers, employees and authorized volunteers (collectively, the "Indemnified Party") from and against any and all costs, expenses, liabilities, losses and damages (including reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, demand or proceeding (each, an "Action") brought by any third party against the Indemnified Party arising from negligent acts, errors or omissions of AllConnected or its officers, agents, or employees in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from Client's negligence or willful acts or (i) a Default by the Client, (ii) the intentional misconduct of the Client or its employees, contractors, consultants or agents, or (iii) any failure by the Client or its employees, contractors, consultants or agents to comply with applicable laws and regulations.

19. DISCLAIMERS. The express remedies set forth in this Agreement will constitute Client's exclusive remedies, and AllConnected's sole obligation and liability, for any claim (a) that a Service or deliverable provided hereunder does not conform to specifications or is otherwise defective, or (b) that the Services were performed improperly.

AllConnected shall not be responsible for impairments to the Services caused by acts within the control of Client or its employees, agents, contractors, suppliers or licensees, the interoperability of Client applications, or other cause reasonably within Client's control and not reasonably related to services provided under this Agreement.

EXCEPT FOR THE WARRANTIES MADE BY ALLCONNECTED IN SECTION 11, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CLIENT, THE SERVICES AND DELIVERABLES ARE PROVIDED STRICTLY "AS-IS." ALLCONNECTED DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESSED, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

ALLCONNECTED DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES WILL MEET ANY CLIENT REQUIREMENTS NOT SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE-PRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO CLIENT, SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.

No statement by any AllConnected employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify this Agreement in any way whatsoever.

20. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable, to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

21. AMENDMENT. This Agreement may not be amended except by a writing executed by an authorized individual at AllConnected.

22. RELATIONSHIP. The Parties are independent parties; and this Agreement does not make the Parties principal and agent, partners, employer and employee; nor does it create a joint venture.

23. LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to principles of conflicts of laws. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of California.

24. WAIVER. Failure by either Party to insist upon strict performance of any provision herein shall not be deemed a waiver by such Party of its rights or remedies, or a waiver by it of any subsequent default by the other Party.

25. FORCE MAJEURE. With the exception of Client payment for service rendered, neither party shall be responsible for any failure to perform or delay caused where such failure or delay is due to circumstances reasonably beyond the party's control. This includes fire, flood, earthquake, volcanic eruption, explosion, lightening, wind, hail, tidal wave, landslide, act of God or any other physical event.

26. ASSIGNMENT. Client may not assign its rights or obligations under this Agreement without AllConnected's prior written consent which shall not be unreasonably withheld.

27. COUNTERPART AND ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The Client's electronic signature of this Agreement shall have the same validity and effect as a signature affixed by the Client's hand.

28. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement by and between the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous undertakings and agreement of the Parties, whether written or oral, with respect to such subject matter.

Company: Camrosa Water District

Print Name: Tony Stafford

By: Tony Stafford
Tony Stafford (Jan 28, 2022 15:18 PST)

Date: Jan 28, 2022

Print Name:

By: Tamara Sexton Digitally signed by Tamara Sexton
DN: cn=Tamara Sexton, o, ou, email=tamara@camrosa.om, c=US
Date: 2022.01.28 07:39:19 -08'00'

Tamara Sexton
Tamara Sexton (Jan 28, 2022 14:44 PST)

Date: Jan 28, 2022

AllConnected, Inc.

Print Name: Alan McDonald

By: C Alan McDonald

Date: Jan 28, 2022

ADDENDUM A

NETWORK SECURITY & DATA PROTECTION POLICY v1.24

Client understands and agrees that data loss, security breaches, or network failures may occur, whether or not foreseeable, if the Client fails to maintain proper security for its computer and information system including software and hardware updates. Client therefore warrants that, unless otherwise set forth in a separate SOW and/or SLA, it will follow software and hardware updates and maintain specific security standards, policies, procedures meeting or exceeding those set forth below:

- Business Grade Anti-Virus Software will be Installed on all desktops, laptops and servers.
- Ensure that all Critical or Security Related Operating System & 3rd Party Software Patches are Installed on desktops within 2 to 7 Days and are installed on Servers within 30 days of their release. This Includes, but is not limited to Anti-Virus Software, Operating System Updates and 3rd Party Application Patches such as Adobe, Java, Flash etc.
- All External Network Gateways (including the Cloud) are Protected by a Business Grade Firewall with a Comprehensive Security Subscription including Intrusion Detection, and that such subscription is licensed at all times and is downloading and applying new signatures as they are made available.
- All Critical Data is Backed Up on at least a Daily Basis & Test Restores of all Back-Ups are Verified on a Quarterly Basis. All Back-Ups are Stored in a Secure Location Offsite or in a Fireproof Safe (Minimum 2 Hour).

If applicable Protected Health Information (PHI) is stored on client computer and information system:

- All Systems (Laptops, Workstations, And Servers) and Devices (Smartphones, USB Drives) Storing Personally Identifiable or Protected Health Information must be Securely Overwritten or Wiped Using an Approved Secure File Deletion Utility or Third Party Company that maintains Industry Certifications such as ISO-27001, ISO-14001, ISO-9001 upon decommission of the device to ensure that the information cannot be recovered.
- All Portable Devices (such as Laptops, Tablets and Smartphones) containing Personally Identifiable or Protected Health Information will use Industry-Accepted Full-Disk Encryption Technologies*.
- All Removable and Easily Transported Storage Media (such as USB Drives or CDS/DVDS) containing Personally Identifiable or Protected Health Information must use Industry-Accepted Encryption Technologies*.

* "Industry-Accepted" Means Accepted by the Cryptographic Community.

smartCONNECT PROPOSAL

allconnected

Phone: +01.805.526.1455
E-mail: help@allconnected.com
www. allconnected.com

Co- Managed IT Solution for

Camrosa Water District

CAMROSA WATER DISTRICT

Prepared for

Camrosa Water District

7385 Santa Rosa Road
Camarillo, CA 93012

Alan McDonald

CEO
805.475.5001
alanm@allconnected.com

Proposal issued:

Dec 1, 2021

Proposal valid to: Jan 31, 2022

Alan Mcdonald
President & CEO

AllConnected ensures that our clients are prepared to defend against and operate during today's threats to IT Infrastructure. We prevent 3 of the top IT risks facing organizations:

Data Loss Downtime Security Breaches

4514 Ish Drive
Simi Valley. CA
USA, 93063

Phone: +01.805.526.1455

E-mail: help@allconnected.com
www. allconnected.com

CONTENT

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ALLCONNECTED

SUCCESS

Our team of about 30 employees has an average tenure of nearly 10 years with the organization and are organized into functional teams that report directly to a team manager. In addition, we retain a North American bench of thousands
of engineering resources through the Ingram Micro Trust X Alliance network. We have been members of this network since 2002 and leverage it to deliver services outside of our coverage areas, during emergencies, or when clients request services that are not part of our core expertise.

OUR STORY

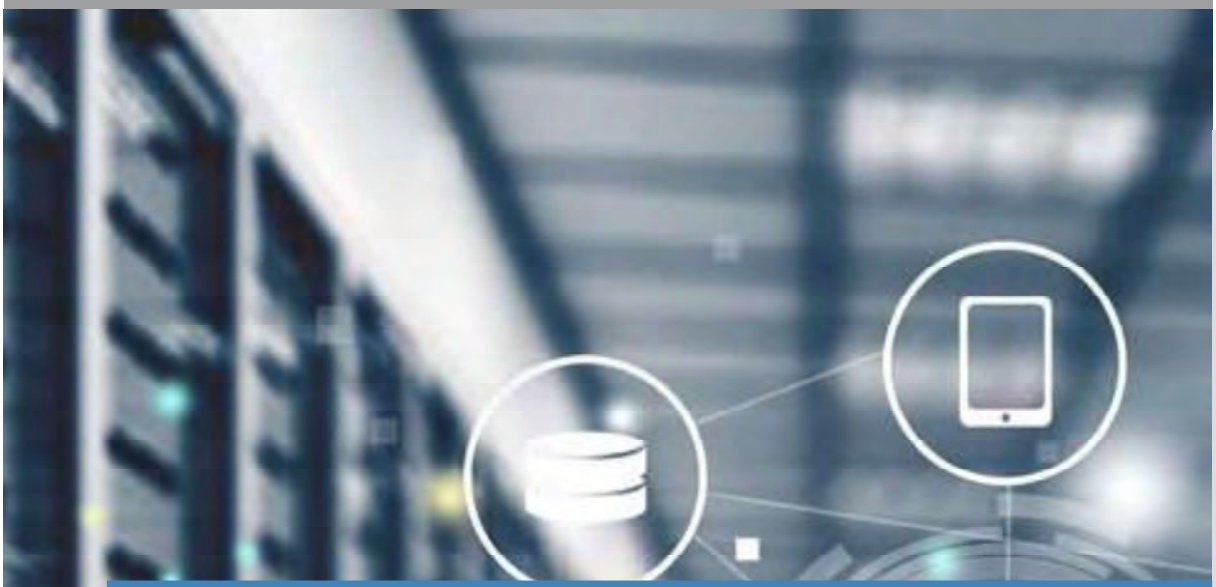
AllConnected
Preparing IT for Survival

Alan (CEO) and Richard (CTO) designed our managed IT services around the prevention of data loss, downtime, and security breaches. AllConnected's roots began in 1993 when our founder, Alan McDonald, began a consulting practice focused on the healthcare industry. Back then, we were known as Integrated Computer Systems.

As connectivity continued to have a more significant impact on the way businesses collaborate and access information, we changed our name to AllConnected in 1998.

AllConnected participates in networking and collaborating with our vendors, our peers, and manufacturer partners at a national and North American level. Our active participation in the Trust X Alliance network gives us immediate access to resources within this group of nearly 400 IT Service Providers, representing over $2B in annual sales, as well as the Ingram Micro Service Network with thousands of certified professionals we can dispatch to supplement projects we manage throughout North America.

Our President & CEO, Alan McDonald, previously served as the Co-President for the VentureTech North American network, and has sat on multiple advisory councils, including Cisco, N-able, and Asigra. This is one way that we focus on staying very involved in our industry.



AllConnected

Management Team

Our company operates on critical core values that form the basis for our relationships, our approach to technology, and our passion to provide great service to our customers.

Alan McDonald

President & CEO

Alan is responsible for providing the strategic direction, leadership, and vision for AllConnected. As President, he focuses AllConnected's team on delivering managed network services, as well as private cloud and business continuity solutions.

Richard Pressler

CTO

With an extensive background in data center and security, Richard drives AllConnected's best practices, project design, and architecture. Richard also identifies the relevant education technology investments necessary to ensure our clients can become efficient, competitive, and secure.

Charles Takahashi

DRaaS Director

Charles leads AllConnected's efforts in providing advanced Recovery Services to our clients. With a specific focus on Disaster Recovery Testing, and the creation of DR Runbooks, Charles efforts ensure clients are always ready to meet predefined RPOs and RTOs.

Taylor Herlihy

Service Manager

Taylor supports the NOC and service desk by coordinating the technical teams at AllConnected. Working with our technical leads at our clients, his job is to ensure a successful deployment and transition of the new AllConnected Service Solution.

Dominik Azam

Technical Alignment Manager

Dom is one of our senior TAMs, responsible for managing all aspects of the relationships we maintain with our managed clients. He works closely with our CTO and Service Manager to ensure our client's strategic and technical needs are met.

Eddie Cardenas

Controller

For over a decade, Eddie has helped AllConnected by providing guidance in regard to financial decisions. He monitors and enforces important policies and procedures related to our accounting and purchasing departments.

RECURRING MAINTENANCE SCHEDULE

Systems

24x7: Monitoring of up/down status; Hardware Health; AVD licensing, monitoring and management
Weekly: Supported Microsoft systems critical and security patching; covered third party patching
Quarterly: Hardware Lifecycle Planning; Asset Inventory
As Needed: Basic Remediation Management (i.e. device failure)

Network

24x7: Monitoring of up/down status; Hardware Health; ISP Monitoring
Quarterly: Hardware Lifecycle planning; Firmware Vulnerability Reporting; Capacity/Performance Reporting; Firmware update management; External security scan and brief analysis (up to 50IPs); Asset Inventory
As Needed: Basic Remediation Management (i.e. device failure)

Datacenter

24x7: Monitoring of up/down status; Environment monitoring; UPS monitoring
Quarterly: Hardware Lifecycle planning; SAN-Capacity monitoring/ reporting; San-Performance monitoring/ reporting; SAN Fabric - Performance monitoring/reporting; Update VMware VCenter and ESXi Servers; Update storage infrastructure to recommended firmware; Firmware update management; Asset Inventory
As Needed: Update existing data center documentation

SCOPE OF WORK

Monitoring, Alerting and Remediation

ACI performs 24x7 monitoring on all protected devices. During their shift the NOC team will be alerted of trends that may be negatively impacting your network and work towards a solution. Critical Issues are escalated to our NOC 24x7

Routine Maintenance

Your monitoring and maintenance solution is configured according to best practices. We have developed and continually update our comprehensive set of policies covering proper support and maintenance such as: threshold monitoring of CPUs disk-space, RAID arrays and more.

Support Contract Management

To maximize a stable network, we may recommend the replacement of critical items to mitigate high-risk vulnerabilities or unstable devices in your network. Any new upgrades, installations or other changes to your environment need to be coordinated with our service desk to ensure we are aware of approved changes to your environment.

Technical Review, Reporting and Planning

We provide your organization with the data and analysis necessary to proactively operate the environment. We provide this info during our Technical Business Review meetings. These reports come from the data gathered through our monitoring tools, manufacturer alerts and reports, and our knowledge and experience in the industry.

AllConnected agrees to provide client with the services described in this Scope of Work. Our smartConnect contract is designed to support your organization, ensuring that key critical components of your network infrastructure are monitored, critical issues are escalated, and critical patches for supported Windows-based operating systems, network equipment, hypervisors, storage arrays, and UPS gear are kept current.

MANAGED SERVICES

DELIVERING SOLUTIONS FOR CLIENT NEEDS

AllConnected is a trusted CMAS (California Multiple Awards Schedule) supplier of IT Services with examples of multiple projects in municipalities, water districts, private businesses, and educational facilities. We also participate in networking and collaborating with our vendors, peers, and manufacturing partnersacross North America.

Cyber-Security Solution

NIST CYBERSECURITY FRAMEWORK

The Cybersecurity threat landscape has become much more sophisticated in recent years. While proactive and defensive technologies help to protect critical network infrastructure and sensitive data sets, the NIST 800-171 Cybersecurity framework outlines how organizations should Detect and Respond to breaches.

End-Point Detection and Response (EDR)

Block threats before they target you. This solution delivers next generation antivirus that stops today's complex attacks. Simplify security investigations with advanced EDR and a broader context on endpoint, web, email, and network data. Achieve up to a 97% reduction in time to respond to and remediate an attack. Automate threat responses with one-click isolation of an infected host.

Barracuda Email Essentials (ESS)

Email Security: a comprehensive and affordable cloud-based email security service with a granular series of filters and malware management components, allowing greater flexibility and stronger threat protection. It protects both inbound and outbound email against the latest spam, viruses, worms, phishing, and denial of service attacks.
Advanced Threat Protection (ATP): analyzes inbound email attachments and publicly accessible direct download links in a separate, secured cloud sandbox, protecting against advanced malware, zero-day exploits, and targeted attacks not detected by the Barracuda Email Security Service virus scanning features. ATP is included with all Essentials bundles.

PhishLine End-User Training

Barracuda email protection stops over 20K spear phishing attacks every day. PhishLine leverages that extensive threat intelligence to create real-world simulation and training content aligned with all identified email threat types. Users will learn to spot business email compromise, impersonation attacks and other top emails threats. Educate to mitigate risk, analyze user behavior, and simulate email threats.

Anti-Virus Defense (AVD)

Our toolset leverages Bitdefender, a leader in cybersecurity delivering best-in-class threat prevention, detection and response toolsets worldwide. Bitdefender labs discovers 300 new threats eachminute and validates 30 billion threat queries daily.
With customer in 170 countries around the world Bitdefender guards millions of consumer, business and government environments, the industry's trusted expert for eliminating threats, protecting privacy and data, and enabling cyber resiliency.

Coverage Breakdown

Server Monitoring, Alerting and Updates	8
Firmware Update Management (Physical Servers Only) Application	2
Health Check, Service Packs and Roll-Ups	0
End User Company Owned Devices	85
Network Infrastructure Monitoring, Alerting and Updates	8
Configuration Backup w/NetFlow	10
Monitored Network Element	0
External Security Scan & Brief Analysis(up to 50 IP's)	1
DC Hypervisor Monitor, Alerting and Updates	8
DC Network Element	0
UPS coverage	1
Security and Phishing Training Subscription *	25
Email Advanced Threat Protection *	25
Advanced Malware Protection (EDR Solution)*	
Technical Business Reviews	25
-	
Security Analysis and Threat Remediation	
Technical Alignment Management	
Helpdesk Support	
Adv. Engineering Services	
-	
Protected VMs Plan (BaaS | Health Monitoring, Job Management)	
Secure Cloud Backup (Offisite Data Protection| 3-2-1 Compliance)	

*Per User

ON-BOARDING SCHEDULE

ALLCONNECTED WILL DELIVER SERVICES ACCORDING TO THE FOLLOWING SCHEDULE:

	WEEK 01	WEEK 02	WEEK 03
PHASE 01			
PHASE 02			
PHASE 03			
PHASE 04			

**** Standard is based off a normal on-boarding period, any adjustments due to hardware, systems, project delays will be communicated to client***

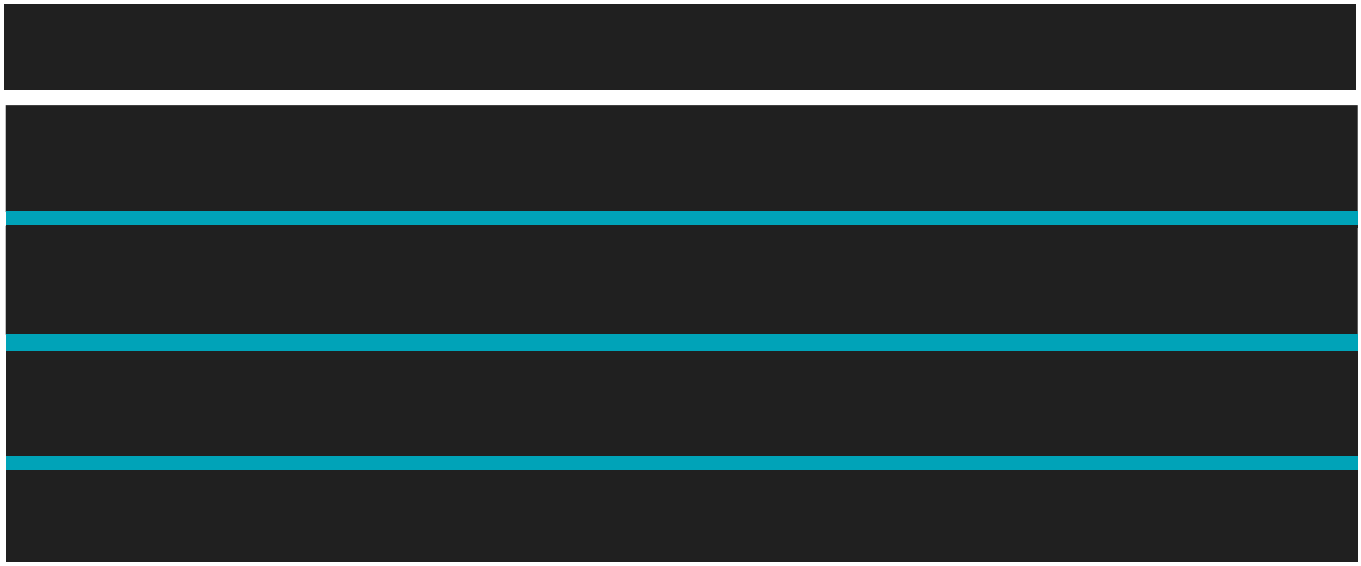
PHASE I STANDARD* DAYS 1 - 14

- Internal kick-off meeting with the deployment team
- Installed probe(s) and ACI managementtools in client environment
- Apply service templates for servers with specific roles and specific hardware
- Create alert flowchart with priority 0
- Pro-rated billing begins

PHASE II STANDARD*: FIRST 30 DAYS

- Collect all third-party vendor informationand add ACI as a contact where applicable
- Confirm asset information and start a complete inventory
- Discuss and set a tentative maintenance window for after hour upgrades
- Schedule any firmware upgrades as needed

WEEK 04 WEEK 08 WEEK 12



PHASE III STANDARD*: FIRST 60 DAYS

- Set and tune alerting thresholds
- Decide on imaging software and set up a standard image
- Confirm that all devices are showing with no errors in Solar Wind's N-Central
- Perform firmware upgrades as necessary

PHASE IV STANDARD*: FIRST 60-90 DAYS

- Complete first draft of network documentation and site topology
- Create and deliver the first TBR report

TERMS & CONDITIONS

PROFESSIONAL SERVICES

Our team will regularly review your environment and make recommendations that help keep your environment performing well, ensure it is secured properly, and can scale. While we do not require that all our best practices be implemented, or that they are implemented all at once, there are some issues that may require high prioritization. Such will be escalated as soon as possible. Our goal is to deliver a cost-effective private cloud, protect our client 's networks properly, and offer effective disaster recovery solutions which may incur additional expenditures. we may recommend that a critical item be replaced to mitigate a potentially high-risk vulnerability in your network. If such device is not replaced in a timely manner, remediation of any damage will not be covered within the scope of our agreement.

HELPDESK SERVICECS

In general, Helpdesk support involves day to day troubleshooting, remediation and related tasks surrounding individual users and their systems. I.E. Password issues, Application Installation/Configuration, New Workstation Deployment, Virtual On-Boarding and Off-Boarding of Employees. This contract does not include unlimited support from our engineers when conducting remediation work. Billable time will be applied to (if available) labor retainer funds, ongoing work may result in the generation of overage invoices. While we use best industry practices and tools we cannot guarantee successful remediation of issues resulting from security denial of service or other Internet based attacks, recovery related issues or remediation of problems caused by updating 3rd party or proprietary software

HOURS OF SERVICE & TARGET SLA(S)

AllConnected reserves the right to schedule maintenance windows from 12am to 5am as needed with prior approval of the client. Standard business hours are 8AM to 5PM PDT Monday through Friday, expect Holidays. Our Service Team can be reached by email, phone and through our website, a customized contact sheet with this information will be provided. Our standard response times and incident handling targets (SLAs) are as follows:

New Tickets: 9x5 Response within 60 minutes which may come in the form of emails, phone calls, etc. Develop a resolution plan within 6 business hours and resolve the issue within 48 hours for standard requests; if more time is required, client will be contacted

High Severity* Issues: Response time is within 60 minutes, develop a resolution plan within 2 hours. Resolve the issue within 4 hours.

*Identified as a serious and/or complete interruption to normal business for entire departments and/orcompany-wide

After Business Hours: After-hours and /or weekend support will be responded to by the following business day [Exception:High Severity issues, SLA response within4 hours & 24hours resolution time] and aresolution planwithin 48 hours.

CUSTOMER RESPONSIBILITIES

Customer is responsible to protect all account passwords and account access whether authorized or not. Customer shall comply with all rules regarding networks that customer accesses via AllConnected's services. Customer acknowledges that information which is confidential should not be transmitted over or reside on any computer connected to the internet. Customer shall not transmit or make available via the Internet any material that is illegal, libelous, or may result in action against AllConnected or any AllConnected customer. Customer shall not use any AllConnected equipment, electronic mail address, or AllConnected service to send or facilitate an unsolicited email, commercial, or otherwise. All emails shall (a) comply with all elements of the federal CANSPAM act of 2008, (b) only be sent to recipients that have voluntarily registered to receive emails from customer, (c) contain Customer's physical mailing address and (d) contain a link or instructions that allow recipients to remove themselves from Customer's email distribution list. Customer shall not use AllConnected service in any way that is unlawful or violates any right of any person or entity. Customer shall not resell the service to any third party, whether in Customer's building or not, without AllConnected's prior written approval.

PAYMENT, CONTRACT PERIOD AND TERMINATION TERMS

The smartConnect setup fee is invoiced within 15 days of the completion of OnBoarding phase I. Unless otherwise agreed, AllConnected bills service charges one month in advance, due Net 30 days. Service charges for an initial partial month will be prorated. Overages will be billed separately and are due within 30 days. Any additional reimbursable expense or charges not included in the fees set forth above are payable upon receipt of invoice by customer. ACI will provide client with materials and service as outlined in this agreement. Client agrees to pay for all Client requirements for all goods and services according to the terms and conditions of this agreement and MSA including increases to materials and/or services. Failure to comply with these payment terms constitutes a breach of this agreement and may cause interruption and/or cancellation of all services provided. Price quotes are based on a 36-month contract term. This agreement is effective on the date of final signature and will continue through June 30th, 2025. Renewal of this agreement beyond the contract term is optional under the condition both client and AllConnected wish to proceed. Upon contract and service termination any unpaid services including any initial implementation costs will be billed and due in full. All VM, application and data protection is terminated. AllConnected reserves the right to terminate the contract and services if client fails to make monthly payments. MSA section 2 covers all other pertinent termination terms.

ESTIMATE & SIGN OFF

NO	OPERATION	COSTS
01	smartConnect	$ 4,432.27
02	recoverConnect	$ 2,636.50

ALLCONNECTED, INC
Alan McDonald, President & CEO

BY: C Alan McDonald
DATE: Jan 28, 2022

SUBTOTAL	$ 7,068.77
ACI APPLIANCE	$ 41.67
***BACKUP APPLIANCE**	$ 379.00
MONTHLY TOTAL	$ 7,489.44
ONE TIME ON-BOARDING FEE	$ 15,000.00

CAMROSA WATER DISTRICT

PRINT NAME: Tony Stafford
BY: Tony Stafford
Tony Stafford (Jan 28, 2022 15:18 PST)
DATE: Jan 28, 2022

PRINT NAME: Tamara Sexton
Digitally signed by Tamara Sexton
DN: cn=Tamara Sexton, o, ou, email=tamara@camrosa.com, c=US
Date: 2022.01.28 07:41:05 -08'00'
BY: Tamara Sexton
Tamara Sexton (Jan 28, 2022 14:44 PST)
DATE: Jan 28, 2022

AGREEMENT

Agreement and Notice to Proceed
This addendum and attached MSA supplement each other and should be read together. I agree that I represent the organization listed and am authorized to enter into this agreement.

*Appliance rental and Licensing invoiced through Ingram Micro, Inc.

THANK YOU

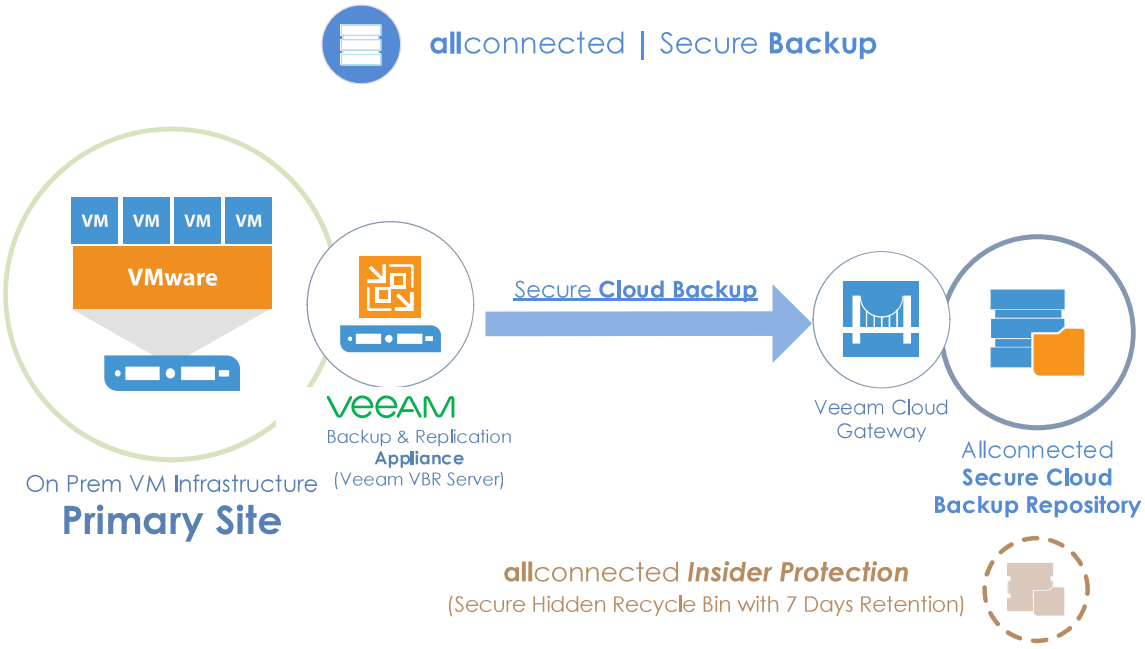
4514 Ish Drive, Simi Valley,
CA, 93063
Phone: +01.805.526.1455
help@allconnected.com
www.allconnected.com

allconnected

smartBackup | Solution Design

Our Managed Backup Technical Solution features the following:

1. **On Prem Data Backups** via our Managed Hardware Appliance
2. **Offsite Data Backups** via our Secure Cloud Backup Repository
3. **Allconnected *Insider Protection*** with the "hidden secure recycle bin" to add a layer of defense against advanced cyber attacks, including ransomware that involve the deletion of On Prem and even Cloud Backup Files



smartBackup | Quote

Service | Description | Quantity and Costs

Cloud Backup

Secure Cloud Backup (Offsite Data Protection | 3-2-1 Compliance)

Secure Cloud Backup | 15 TB Protection Plan w. Insider Protection	$ 1,000.00

- **Secure Offsite Cloud Repository:** Ensure compliance with the 3-2-1 Rule by maintaining Data Backups on prem as well as to Allconnected's Secure Cloud Backup
- **Centralized Backup Management:** A single centralized console provides complete visibility into the backup solution
- **Full Encryption Options:** In addition to data always being encrypted in transit, data encryption can be configured at the source and at rest
- **Item Level Granular Restoration:** Recover VMs, VMDKs or individual files such as SQL databases or mailbox items
- **Office 365 Protection:** Ensure Critical Exchange Online, SharePoint Online OneDrive for Business and Microsoft Teams Data is always protected
- **Cloud Connect Licensing and Cloud Backup Bandwidth:** Included

Recovery Services

Insider Protection

- **Advanced Protection Included: Insider Protection** provides an additional layer of defense against cyber threats such as **ransomware** that involve advanced data destruction attacks targeting the deletion of backup files.
- **Secure Recycle Bin:** Deleted files are auto-moved to a secure location that is not accessible to clients
  * Additional charges apply during a data recovery request using Insider Protection
  * A GFS Backup Scheme must be configured for Secure Cloud Backup Jobs to ensure data recoverability

Managed Backup

Protected VMs Plan (BaaS | Health Monitoring, Job Management)

"smartBackup 15" Protection Plan | Up to 15 Protected VMs	$ 1,195.00

Managed Backup (BaaS)

- **Allconnected Managed Veeam Backups:** Job Monitoring, Reporting, Health Checks & RPO Managed by our Expert Team (Standard On Prem & Cloud Backup Retention is 30 Days)
- **Appliance Management:** We Monitor, Update & Patch and Provide HW Support
- **Veeam VCSP Backup Licensing:** Included
- **Veeam Updates and Patch Management:** We ensure Version Updates & Hotfixes
- **Veeam Backup Restore Test:** 1 Veeam Backup Restore Test per Year (Basic VM Restore or Item Level)
- **Yearly Backup Health Report:** Data protection findings & recommendations, appliance life cycle planning

Appliance

ACI Backup Appliance

"Seconda" C240 M5	Cisco 8 x 5	20 Cores	64 GB	24 TB Useable (36 mo. RENTAL)	$379/mo

* If selected, rentals are through the Ingram Micro Rental Program and actual monthly invoice may vary slightly from above quote. Taxes additional.

Veeam Licenses

Lic. **Veeam VCSP Microsoft Office 365** Licenses (Per User)	25	$ 2.50	$ 62.50

Onboarding Project

Managed Backup Professional Onboarding (Pri Site)	$5,000

Monthly Costs Total $ 2,636.50

Veeam Product Support:

Depending on your licensing model, technical support for your On Premise Veeam product is included in the licensing model that you selected at the time of purchase.*

a. Veeam On-Premise VCSP Subscription Licensing (per VM):
   i. Support is provided by AllConnected as your Service Provider. Escalation to Veeam included as necessary.
   ii. Basic Support is 12x5, Advanced is 24x7 (additional charges apply)
   iii. Support can be reached by contacting: draas.support@allconnected.com | 1-805-526-1455

Support Program	Business Hours
12x5 Support	Mon-Fri, 8am - 8pm PST
24x7 Support	24 x 7 x 365**

* Technical support does not include custom recovery scenarios, advanced consulting, or onsite service.
** Support requiring Systems or networking engineers will be billed as Professional Services

Veeam Cloud Connect Support:

Support is available for AllConnected customers with our Hosted Cloud Connect Replication and Cloud Connect Backup Services for Veeam Cloud Connect product and service related issues. Support can be reached by contacting: draas.support@allconnected.com | 805-526-1455

Support Program	Business Hours
12x5 Support	Mon-Fri, 8am - 8pm PST
24x7 Support	24 x 7 x 365**

Additional AllConnected Professional Services Support:

Disaster Recovery Professional Services are available on a per hour basis.

a. L1 Engineer: $150/hour
b. L2 Engineer: $185/hour
c. L3 Engineer: $225/hour
d. Architect: $255/hour

Service Level Agreement:

1. AllConnected ensures 99.95% uptime for our Veeam Cloud Connect Resources
2. AllConnected DRaaS Essentials Services includes Managed Backup & Replication
3. AllConnected ensures availability of the Veeam Backup Repository per each client's configuration for Cloud Connect Backup Services
4. AllConnected ensures availability of each tenant's Replica Storage and Hardware Plan per each client's configuration for Veeam Cloud Connect Replica/Replication Services.
5. If Service Levels are not maintained by AllConnected, clients may be eligible for a credit towards a portion of the monthly service fees.
6. **Monthly Maintenance:** Downtime incurred for scheduled maintenance windows such as for the purposes of major Veeam Update Deployments are not subject to the uptime metrics. The 1st Sunday of the month is reserved from 10am-6pm PST for maintenance. A 48 hour minimum advance notice would be sent for any maintenance scheduled outside of this window.
7. **Service Credits:** Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Monthly Service Fees for any performance or availability issues. Service Credits apply only to fees paid for the particular Service for which a Service Level has not been met. The Service Credits awarded in any billing month for a particular Service will not, under any circumstance, exceed your monthly service fees for that Service in the billing month.

Monthly Uptime Percentage	Service Credit
<99.95%	25%
<98.0%	50%
<97.0%	75%
<95.0%	100%

8. **Limitations:** This SLA and any applicable Service Levels do not apply to any performance or availability issues:
   a. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
   b. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
   c. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised. Client will be given a minimum of 30 days to comply with the advised modifications;
   d. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
   e. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
   f. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
   g. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from ourthrottling of suspected abusive behavior;
   h. Due to your use of Service features that are outside of associated Support Windows.

Emergency Data Recovery or DR Event Support (DR Failover is only available for ACI managed Replication clients)	
Full Site Failover Event * (per event base charge) 1.Disaster Event Phone, Email and Messaging Support (Up to 20 Support Hours) 2.Veeam Failover Plan execution with pre-configured vm boot up 3.Failover to off-site recovery environment 4.Baseline VM verifications (OS and Network availability) 5.NEA and Public IP verifications 6.After the included 20 hours are exhausted, on Demand Support @ $225/hr is available * Client is responsible for Application Recovery and Verifications. Only available for ACI managed Replication clients.	**$5,000**
Full Site Failback Event * (per event base charge) 1.Disaster Event Phone, Email and Messaging Support (Up to 20 Support Hours) 2.Veeam Failback Plan execution with pre-configured vm boot up 3.Failback to primary site 4.Baseline VM verifications (OS and Network availability) 5.After the included 20 hours are exhausted, on Demand Support @ $225/hr is available * Client is responsible for Provisioning Primary Site Infrastructure and for Application Recovery and Verifications	**$5,000**
Partial Failover Event * (per VM charge) 1.Disaster Event Phone, Email and Messaging Support 2.Veeam Failover of Selected VMs 3.Failover to off site recovery environment 4.Baseline VM verifications (OS and Network availability * Client is responsible for Application Recovery and Verifications. Only available for ACI managed Replication clients.	**$300**
Partial Failback Event * (per VM charge) 1.Disaster Event Phone, Email and Messaging Support 2.Veeam Failback of Selected VMs 3.Baseline VM verifications (OS and Network availability * Client is responsible for Provisioning Primary Site Infrastructure and for Application Recovery and Verifications	**$300**
DR Cloud Activation * (per GB RAM per Hour) Takes affect during a Recovery Event. Failover only available for ACI managed Replication clients. .	**$0.04**
DR Cloud Activation * (per vCPU per Hour) Takes affect during a Recovery Event. Failover only available for ACI managed Replication clients.	**$0.08**
Insider Protection – Data Restore to Client's Veeam Appliance **(per TB Restored)** 1.Restore from Allconnected Secure Recycle Bin to Client's Appliance 2.Requires a secure connection to Client's Veeam Appliance from Allconnected's datacenter	**$250**
Insider Protection – Data Restore to Client Provided USB Drive or Storage Device **(per TB Restored)** 1.Restore from Allconnected Secure Recycle Bin to Client's USB Drive or Storage Device 2.Client must provide an appropriate USB 3.x Drive or Storage Device with sufficient capacity. Shipping costs extra.	**$300**
Insider Protection – Data Restore to Allconnected provided Storage Device **(Subject to availability. Per TB Restored)** 1.Restore from Allconnected Secure Recycle Bin to Allconnected Storage Device 2.Client must return Allconnected's Storage Device within 15 days or be charged MSRP costs. Shipping costs extra.	**$300**
DR Expert Support (per Hour on Demand)	**Cost**
ACI Recovery Services DR Expert Support * (per Hour) * For Professional Services On Demand Support Not Covered under the general Agreement	**$225**
ACI Recovery Services DR Expert Support - 10 Hour Retainer Per Month * For Professional Services On Demand Support Not Covered under the general Agreement	**$2,250**

ASSUMPTIONS, TERMS AND CONDITIONS

Cloud Backup & Replication Billing and Utilization:

1. Client maintains responsibility for the amount of data stored in the AllConnected cloud repositories.
2. Utilization will be monitored and reported on monthly.
3. Adjustments to the Price Plans will be made as needed including adjusting the Plans according to the number of Protected VMs or the required Cloud Backup or Cloud Replication Protection Plans.
4. Any additional on-demand services will be included in the monthly invoices.

Technical Requirements:

1. Clients must meet minimum technical requirements including maintaining the correct VMware ESX versions, Internet Bandwidth capacity, Physical Environment Requirements, SAN Storage Specifications, and approved Network Configurations. Appropriate rack space, network ports, power and cables must be provided by customer for any on premise Backup and Replication Appliances that are to be installed by AllConnected.
2. AllConnected cannot guarantee functionality and support for clients who do not meet the minimum requirements. Supported technologies and configurations are listed in the Veeam Supported Technologies list.
3. In the event that the client managed compute, network, or storage environment is interrupted, degraded or adversely modified or experiences any kind of failure, AllConnected is not responsible for interruptions in data backup or replication jobs.
4. Allconnected's DRaaS Essentials Solution Supports only Virtual Servers that meet the current Veeam Requirements. No Physical Servers are supported for the DRaaS Essentials Solution.

Contract and Service Termination Agreement:

1. Upon contract and service termination any unpaid services including any initial implementation costs will be billed and due in full.
2. Upon contract and service termination, all vm, application and data protection ends.
3. Upon contract and service termination, any data backups or replicas will be removed permanently from Allconnected owned devices, including cloud repositories.
4. Allconnected reserves the right to terminate the contract and services in the event that client fails to make the monthly payments.

Support:

1. Certain features, technical functionality and support services may be exclusive to a specific Allconnected Service such as Veeam Failover functionality that is available only to DRaaS Essentials or Tailored DRaaS customers that have signed up for the Allconnected Managed Replication Service.
2. Emergency Data Recovery or Disaster Recovery Professional Services are available on a per hour basis.
3. Support can be reached by contacting: draas.support@allconnected.com | 1-805-526-1455.

QUOTE: ACIQ15443-03 - CWD - AUXILIARY BLOCK FEB-JUNE 2022

allconnected

Prepare IT for Survival

EXECUTIVE SUMMARY

PREPARED FOR: Joe Willingham, Camrosa Water District
7385 Santa Rosa Rd., Camarillo, CA 93012
SHIP TO: 7385 Santa Rosa Rd., Camarillo, CA 93012

PREPARED BY: Alan McDonald, President, 805-526-1455 | alanm@allconnected.com

Auxiliary Support Agreement Term:
2/1/2022 - 6/30/2022
CMAS Contract #3-13-70-1346K
February 5, 2021 through October 11, 2022

DESCRIPTION	TOTAL
Camrosa Water District Auxiliary Support Agreement FY2022	$58,850.00

Services allocated against this agreement of $58,850 will be based on the attached CMAS rate structure. This amount includes:

$ 2,250: DevOps Additional Ramp (RFP p. 13)
$14,100: Engineering Additional Ramp (RFP p.13)
$42,500: Engineering/DevOps Ongoing Support 5 Months (5 x $8500)

- AllConnected's Service Manager and/or TAM will pre-schedule a majority of the remote/onsite labor for this Auxiliary Support Agreement.

-Labor expended within a calendar month will be invoiced against this agreement by the 10th of the following month, with NET30 terms.

- When over 75% of the agreement is utilized, AllConnected will advise Camrosa if approval for additional budget may be required. Reconciliation Reports can be provided upon request.

Per AllConnected's proposal dated 11/3/2021, this Auxiliary Support Agreement will cover technical and engineering resources including, but not limited to the following issues:

- Projects to better align Camrosa with AllConnected's NIST 800-171 based standards, regulatory compliance requirements recommended in our quarterly technology business reviews (cover page)
- Up to 14 hours per week of pre-scheduled onsite engineering support (cover page)
- Emergency work or remediation of security issues
- Engineering issues escalated from HelpDesk, including L1 Systems/Network Engineer, L2 Systems/Network/Data Center Engineer, L3 Systems/Network/Data Center/Security Engineer (item #1 of RFP)
- Supporting Camrosa's existing on-premise Hyper-V based solution to recover based on the 24hr Recovery Time Objective (RTO) and 24hr Recovery Point Objective (RPO). RPOs/RTOs will be validated by testing. (item #2 of RFP)
- Escalation/Management of issues related to existing Carbon Black contract (item #6 of RFP)
- Deploying new PCs (item #7 of RFP)
- Support Non-contracted Printers/Copiers/Scanners/Devices, or other systems on a best-effort basis, including the SuperMicro servers/storage with no service contract (item #10 of RFP)
- Moves/Adds/Changes for changes to the location, configuration of existing equipment or software, and installation of additional equipment or software as needed (item #14 of RFP)
- Support of the IBM Mobile Device Management solution (item #15 of RFP)
- Fortigate Administration
- Programming and Development (Addendum B)

DESCRIPTION	TOTAL
- Other Systems and Network Tasks to be determined (and not covered by our smartConnect agreement)	
Estimated NTE Auxiliary Support	**$58,850.00**

TERMS & CONDITIONS:

Terms are NET30 unless otherwise agreed upon.

In the event of a conflict between the master service agreement ('agreement') and this proposal, the terms of the agreement shall control.

Company: Camrosa Water District

Print Name: Tony Stafford
By: Tony Stafford
Tony Stafford (Jan 28, 2022 15:18 PST)
Date: Jan 28, 2022

Print Name: Tamara Sexton
Digitally signed by Tamara Sexton
DN: cn=Tamara Sexton, o, ou, email=tamara@camrosa.com, c=US
Date: 2022.01.28 07:42:19 -08'00'
By: Tamara Sexton
Tamara Sexton (Jan 28, 2022 14:44 PST)
Date: Jan 28, 2022

AllConnected, Inc.

Print Name: Alan McDonald
By: Alan McDonald
Date: Jan 28, 2022

Professional Services Rates **(SLED Customers Only)**
CMAS Contract #3-13-70-1346K
February 5, 2021 through October 11, 2022

Thank you for choosing AllConnected, Inc. to assist you with the service, support and maintenance of your company's critical network systems and infrastructure. Our goal is to provide you with timely, professional IT service.

Our standard on-site response time for network consulting is 48 hours, excluding evenings, weekends, and holidays. [1] A two hour minimum is required for on-site consulting services. Phone support is billed in 15 minute increments, with a 15-minute minimum. Please refer to the table below for billing types and rates.

Technician/Engineering Role	*Standard Rate*	*CMAS Rate*
Field Technician (Technology Consultant)	$95	$82
L1 Network/Systems Engineer (Subject Matter Expert VI) [1]	$150	$141
L2 Senior Network/Systems Engineer ((Subject Matter Expert VI) [1]	$185	$174
L3 Expert Network/Systems Engineer (Subject Matter Expert VI) [1]	$225	$215
Expert Architect (Project Manager) [1]	$255	$245
Documentation Specialist/Technical Writer (Junior Technology Consultant)	$145	$136
Senior Project Management (Technology Consultant) [1]	$180	$162
Travel Hourly Rate [3]	½ of Base Rate	
Weekend/Evening or Emergency Rates	150% of base rate	
Holiday Emergency Rate [4]	175% of base rate	
Out of Region Service requests via the TrustXAlliance/IM-Link Network [5]	(varies based on work role, region)	

Network Consulting Rates (continued)

[1] L1 (Level 1) systems engineers hold a Microsoft MCTS or Cisco CCNA certification with 3+ years of experience in the IT industry.
L2 (Level 2) systems and network engineers have 5+ years of experience in the IT industry and hold the same certifications as L1 engineers plus one or more of the following certifications: Microsoft MCITP; Cisco CCNP/CCSP/DCUCD/DCUCI; Citrix CCA/CCEE; Network +, or a Microsoft specialization in key Applications or Security.
L3 (Level 3) expert specialist engineers have 10+ years of experience in the IT industry and focus on the architect and expert engineering role. L3's may also hold specific certifications with either VMware, Microsoft, Enterprise SAN, Cisco CCIE, Citrix CCIA, Security, or other high-end storage solutions.

[2] Service block agreements are to be paid in advance and are posted to your account as a block of dollars. Monthly statements will be provided that outline the status of your Service block agreement. Our agreement reconciliations include the date of service, the engineer servicing your account, and a description of the work performed on each visit. Block time does not apply to web development/updates/projects.

[3] Travel is calculated one-way and is billed by calculating the time it takes for our engineers to travel from his prior location to your office. If your location is outside of our 50 mile radius, additional charges apply for the trip back to our office.

[4] Holiday emergency support available only for xConnect customers.

[5] Service tickets are coordinated through AllConnected's Service Coordinator and dispatched to our North American service network. Rates may vary by region and work role.

Last Updated: April 2017

2022-126 AllConnected IT-OT Managed Services

Final Audit Report 2022-01-28

Created:	2022-01-28
By:	C Alan McDonald (alanm@allconnected.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAat-22N2Q1pvLnELmvHlfy0iiLNNX5IIo

"2022-126 AllConnected IT-OT Managed Services" History

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Document e-signed by Tony Stafford (tonys@camrosa.com)

Signature Date: 2022-01-28 - 11:18:52 PM GMT - Time Source: server- IP address: 24.199.60.126

Agreement completed.

2022-01-28 - 11:18:52 PM GMT

Adobe Sign

CAMROSA WATER DISTRICT
BUILDING WATER SELF-RELIANCE

Board of Directors
Andrew F. Nelson
Division 1
Jeffrey C. Brown
Division 2
Timothy H. Hoag
Division 3
Eugene F. West
Division 4
Terry L. Foreman
Division 5
General Manager
Tony L. Stafford

Board Memorandum

August 24, 2023

To: General Manager

From: Joe Willingham, IT and Special Projects Manager

Subject: **Automatic Meter Infrastructure/Automatic Meter Reading (AMI/AMR) Update**

Objective: Receive a presentation from staff on the state of the AMI/AMR system.

Action Required: No action necessary; for information only.

Discussion: In FY22-23, the Board approved CIP 650-23-01 (AMR AclaraOne + MTU Upgrade Zone 2). This project included the installation and replacement of all MTUs (approximately 1,500) in Potable Pressure Zone 2 with the latest Aclara MTU model (Model-3451) which provides extended range, hourly reads and an on board 30-day cache of customer meter-reads. The purpose of this effort was:

1. A first step (or pilot) to accurately compare daily usage to production and ultimately to quantify the amount of daily water-loss in the Potable distribution system.
2. To be able to provide accurate daily usage to customers when a suitable customer portal was identified and procured.

The project also included the installation and replacement of approximately 240 AMR compatible meters and new MTUs in Potable Pressure Zone 1 which would complete the migration to AMR for most of the meters that still require manual reading.

The District has contracted with Concord Utility Services (CUS) to perform the above mentioned installations, a task that will take approximately two-three months to complete and which commenced on August 7, 2023. Expanding on this enhanced water-loss capability and upon successful completion of the Zone 2 pilot program, staff will return to the board for approval of a new contract with CUS for upgrade of the remainder of MTUs in the Potable, Non-Potable, and Recycled distribution systems district wide.

The table below provides an overview of the number of customer meters in each zone. The cells in green show the number of meters and MTUs that will be completed upon the completion of the project and will represent approximately 20% of meters district-wide which have been upgraded and will provide accurate 24-hour reads, daily.

Pressure Zone	Meter Count	Currently Non-AMR Meters Installed	Currently No MTU Installed	Need MTU Change Out
Potable Zone 1	6,396	246	246	4,856
Potable Zone 2	1,586	10	10	1,484
Potable Zone 3	374	5	5	300
Potable Zone 4	227	7	7	190
NP Zone 1	68	3	3	48
NP Yucca Zone	285	2	2	197
NP Zone 2	1	0	0	1
NP Zone 3	6	0	0	6
NP Zone 4	24	1	1	15
Recycled	9	3	3	4

Staff would propose two additional project phases to reach full build-out. Phase Two would be to complete the upgrade of the remaining 4,856 MTUs in Potable Zone 1 and the conversion to AMR of the remaining 10 large meters in Zone2 which would reflect approximately 89% of customer meters district wide. Phase Three would complete the remaining 751 potable, non-potable, and recycled MTU upgrades and conversion of the remaining 21 non-AMR meters to AMR.

The estimated costs associated with Phases Two and Three are shown in the tables below. The start-to-finish completion schedules for Phase Two and Phase Three would be approximately six-nine months and two-three months respectively.

Phase 2 Cost Estimate Breakdown			
Description	**Count**	**Concord MTU Installation Cost per MTU**	**Extended Cost**
Zone 1 Meters by Size			
3/4" and 1"	4,604	$65.47	$301,423.88
1.5" and 2"	168	$112.00	$18,816.00
Larger than 2"	84	$208.00	$17,472.00
WOMS - Programming & Setup			$20,000.00
WOMS - Integration			$20,000.00
WOMS Implementation			$9,000.00
Concord Project Management			$40,000.00
MTU Purchase Cost	4856	$120.00	$582,720.00
Large Meter Purchase Cost	10	$3,500.00	$35,000.00
		Total Phase 2 Cost ->	**$1,044,431.88**

Phase 3 Cost Estimate Breakdown			
Description	**Count**	**Concord MTU Installation Cost per MTU**	**Extended Cost**
Meters by Size			
3/4" and 1"	450	$65.47	$29,461.50
1.5" and 2"	225	$112.00	$25,200.00
Larger than 2"	76	$208.00	$15,808.00
WOMS - Programming & Setup			$5,000.00
WOMS - Integration			$5,000.00
WOMS Implementation			$1,500.00
Conrcord Project Management			$15,000.00
MTU Purchase Cost	751	$120.00	$90,120.00
Large Meter Purchase Cost	21	$3,500.00	$73,500.00
		Total Phase 3 Cost ->	**$260,589.50**

CAMROSA WATER DISTRICT
BUILDING WATER SELF-RELIANCE

Board of Directors
Andrew F. Nelson
Division 1
Jeffrey C. Brown
Division 2
Timothy H. Hoag
Division 3
Eugene F. West
Division 4
Terry L. Foreman
Division 5
General Manager
Tony L. Stafford

Board Memorandum

August 24, 2023

To: General Manager

From: Jozi Zabarsky, Customer Service Manager

Subject: **Utility Billing System**

Objective: Upgrade the District's Utility Billing System.

Action Required: Authorize the General Manager to enter into an agreement and issue a purchase order to Advanced Utility Systems (Advanced), in an amount not to exceed $353,730.00, for the upgrade of the District's billing system.

Discussion: The District's utility billing system, Advanced CIS Version 3, went live in 2007. The District has extracted its use of the utility billing system well beyond a usual tenure of 10 years. Since technology has changed drastically over the last 16 years, the existing system is antiquated, and a newer version is available as an upgrade. Staff has been working with Advanced to define the Statement of Work for the upgrade to the latest (Infinity CIS V5) web-based version. This upgrade will enhance utility billing by automating the collection process, improving reports, and allowing more flexibility in adjusting rates and penalties, among many other new features. This upgrade will also provide additional functionality including mobile service orders and work order management for field service technicians and a modern customer engagement portal.

By deploying the upgrade, staff will be able to deliver better customer service, provide more transparency to customers, and automate various functions, resulting in a direct cost savings for the District.

This is an approved project in the FY2023/24 budget.

Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797

Some of the important terms of this agreement are printed on pages 2 through 3. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 3 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: Harris dba Advanced Utility Systems
2235 Sheppard Ave E,
North York, ON M2J 5B5

DATE: August 24, 2023

Agreement No.: 2024-74

The undersigned Consultant offers to furnish the following: to provide upgrade and implementation of utility billing software per proposal dated June 10, 2023 attached, amending the master service agreement dated August 15, 2006.

Contract price $:	Not to exceed $296,130.00 for upgrade from v3 to v5 per proposal attached, dated June 10, 2023, plus annual upgrade license and annual fees outlined.
Contract Term:	Effective August 24, 2023 and renewed annually per the master service agreement.

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

By: _____

Tony L. Stafford

Title: General Manager

Date: _____

Other authorized representative(s):

_____

Consultant: Harris dba Advanced Utility Systems

By: _____

Hari Subramaniam

Title: Executive Vice-President

Date: August 15th 2023

Other authorized representative(s):

_____

ADVANCED
UTILITY SYSTEMS

Camrosa Water District
Scope of Work

For the Implementation of:
CIS v5, Customer Engagement Portal & Field Workforce Management

June 10, 2023

SOW Valid Until: August 24, 2023

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Introduction

The project is defined as the upgrade of Infinity CIS, by Advanced Utility Systems (“Advanced”) for Camrosa Water District (“Camrosa”). The current CIS Infinity Version 3 (“v3”) instance will be upgraded to Infinity CIS Version 5 (“v5”), Advanced’s comprehensive customer information and utility billing software. Additionally, Infinity Customer Engagement Portal (“CEP”) and Infinity Field Workforce Management (“FWM”) will be deployed as a part of this scope.

This document describes the Scope of Work (“SOW”) to be delivered by Advanced, as well as defines the principal activities and deliverables of both Advanced and Camrosa for this project.

The project as outlined in this Scope of Work (“SOW”) encompasses all aspects of Camrosa’s Infinity CIS v5 upgrade, including but not limited to project management, requirements gathering, data integrity and clean up, data conversion, configuration including interfaces, and training.

Camrosa Points of Contact

Primary Point of Contact (POC):

Name	Josephine Scholl
Title	Customer Service Manager
Organization	Camrosa Water District
Address	7385 Santa Rosa Rd. Camarillo, CA 93012
Phone	(805) 482-5942
Email	JoziS@camrosa.com
Website	http://camrosa.com

Other Contact(s):

Name	Joe Willingham
Title	IT Manager
Organization	Camrosa Water District
Address	7385 Santa Rosa Rd. Camarillo, CA 93012
Phone	(805) 482-5942
Email	joew@camrosa.com
Website	http://camrosa.com

Project Scope

Advanced and Camrosa agree to cooperatively manage the cost, schedule, and scope of the project. Project scope is limited to the tasks and deliverables identified in this SOW and responses to the functional requirements attached to this document. Items not included in this SOW and it's appendices are to be considered out of scope.

Advanced will provide the following services in regards to the Infinity CIS v5 to Camrosa:

Project Management

Discovery Workshops (Functional, Interface and Modifications, Reports and Bill Print)

Conversion of data from CIS Infinity Version 3 to Infinity CIS v5

- Note: Advanced recommends a 5 yr cut off for data to be converted to Infinity CIS v5.

V3 Data Integrity Check and Clean up in Camrosa's upgrade environment

Data refreshes (Initial, Functional, ITC1, UAT, Go-Live)

Conversion of current Bill Print(s)/Notice(s)/Receipts formats from Crystal Reports XI to Crystal Reports 2013 (as identified via the Discovery Session)

Conversion of Standard canned reports and custom Advanced created reports format from Crystal Reports XI to Crystal Reports 2013 (as identified via the Discovery Session)

Remote web based Core Team Training

Remote or optional onsite web based End User Training

Conversion of interfaces as identified in Task 2

Conversion of existing standard Reports that are part of Infinity CIS V3

Conversion of required billing formulas

Technical Support

Provisioning of Infinity CEP and Infinity FWM

Infinity CIS v5, CEP and FWM will be deployed on an on-premise environment.

Migration of Mobile 311 Data into Infinity FWM

REST API

Definitions

Name	Definition
Baseline Accounts	A cross selection of accounts types and services that are used for testing purposes the CIS Solution
BRD	Business Requirements Document created by Advanced that defines the requirements for software modification(s) and non-configurable interfaces required by Camrosa.
CIS	Customer Information and billing System.
Infinity CIS	The Advanced Customer Information and billing System.
CIS Solution	All Advanced licensed software (Infinity CIS) and related implementation services.
Camrosa Owned Control Forms	Configuration areas of the system that are the responsibility of the Camrosa (including but not limited to service orders, actions, letters, security, admin).
Configuration	Changes to the software that do not require source code or structural data model changes.
Core Team Training	Instructor led training delivered remotely by Advanced to the identified Project Team members of Camrosa on the generic CIS Solution
Defect - High	A code or configuration defect that makes a component of the CIS Solution unusable or inoperable. This error is a loss of the capability of the CIS Solution to perform an important business function. High defects include: (i) loss of the capability of the CIS Solution to perform an important business function; (ii) a workaround does not exist, and testing this function cannot be performed until the problem has been corrected.
Defect - Medium	A code or configuration defect that significantly limits the CIS Solution's ability to conform to the documentation. This limitation stops the user from performing the normal use of the CIS Solution; however, a mutually agreed upon workaround does exist. Testing can continue on a module of the CIS Solution with a workaround.
Defect - Low	A code or configuration defect that limits the capability of the CIS Solution, but is cosmetic or minor in nature. There is a practical workaround or the defect does not impact Camrosa's operation of the CIS Solution in any significant respect.
End User Training	Instructor led (remotely) of the CIS Solution delivered by Advanced in coordination with the Camrosa Core Team to Camrosa employee base utilizing specific areas of the system.
Modification	A change to the code base or a structural data model change.
CIS Infinity V3	Camrosa's current customer information and billing system to be replaced by Infinity CIS v5.

Roles and Responsibilities

The roles and responsibilities are summarized below and further detailed by task and subtask in Appendix B – Table of Responsibilities (Deliverables).

Advanced Responsibilities:

1. Advanced will maintain project communications with Camrosa's Project Manager.

2. Advanced will manage the efforts of the Advanced staff and coordinate Advanced activities with the Camrosa's Project Manager.

3. Advanced will conduct regular (e.g. weekly or as required) telephone status report conversations with the Camrosa's Project Manager.

4. Advanced will participate in weekly reviews with Camrosa's project team. Participation can be waived by mutual agreement.

5. Advanced will provide timely responses to critical issues raised by Camrosa's Project Manager.

6. Advanced will prepare and submit a status report that includes: the accomplishments of the previous month, activities planned for the current month and an update to the Project Schedule in Smartsheet format, as well as an update to the action item list.

7. Advanced will prepare and submit project change proposals to Camrosa's Project Manager as necessary.

8. Advanced will resolve deviations from the Project Schedule.

9. Advanced will monitor the project to ensure that support resources are available as scheduled.

10. Advanced will coordinate and oversee the installation of all Advanced licensed software.

11. Advanced will install all Advanced licensed software in one (1) production and one (1) test instance on Camrosa supplied hardware and will support the production environment throughout the implementation and both environment after implementation and go live.

12. Advanced will coordinate and oversee the implementation efforts of all modifications and interfaces identified in this SOW (exclusive to the Infinity CIS v5 side of the interface).

13. Advanced will monitor and support all testing phases, i.e., functional, integrated, and User Acceptance Testing. Application consultants will be available to answer questions and resolve issued generated during testing.

Camrosa Responsibilities:

1. Camrosa will provide information required to configure and convert data into the CIS Solution.

2. Camrosa will establish a Project Team that is representative of the operational areas that will be affected by this project.

3. Camrosa will designate a Project Manager who will manage the efforts of Camrosa Project Team and/or staff and coordinate activities with the Advanced's Project Manager.

4. Camrosa's Project Manager must ensure that Camrosa's personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities.

5. Camrosa's Project Manager or designee will participate in the scheduled (e.g. weekly or as required) status meetings with the Advanced's Project Manager.

6. Camrosa will review current business practices, consider and/or adopt new business practices as needed.

7. Camrosa will provide timely responses to critical issues raised by the Advanced's Project Manager.

8. If this SOW requires on-site presence, Camrosa will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

9. If this SOW requires on-site presence, Camrosa shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract. The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

10. Camrosa will ensure mutually agreed upon Change Orders are approved and process in accordance with the Change Order Procedure.

11. Camrosa Staff will attend scheduled training sessions.

12. Camrosa will perform testing as required including functional testing, integration testing, and user acceptance testing and will provide the documented test cases and results to Advanced utilizing the Advanced Testing Tool (Smartsheet).

13. Camrosa will perform manual cut over tasks identified in the data conversion and the cutover plan.

14. With support from Advanced, Camrosa will be responsible to create, configure and test all Camrosa Owned Control Forms (including but not limited to service orders, actions, letters, security, admin). Advanced will provide training Camrosa on the same.

Constraints and Assumptions

1. All prices are quoted in US dollars.

2. The Fixed Cost will be firm for the services identified herein through the project's duration of 10 to 12 months and 1 month of post-implementation support. Advanced has agreed to complete the implementation within 17 months. If circumstances occur that result in delays to the project, any extensions will be reviewed and managed via the Change Control Process.

3. Camrosa will upgrade CIS Infinity Version 3 to the recommended v3 release prior to Advanced conducting any data integrity or data cleanup activities.

4. Camrosa recognizes that this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.

5. Staffing issues will be resolved between Camrosa and the Advanced Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.

6. Camrosa will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur:

    i) Camrosa will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.

    ii) Advanced will make commercially reasonable efforts to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts to schedule and cost.

    iii) Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of the resource loss.

7. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved within five (5) business days (or to a mutually agreed to timeframe). Reasonable efforts will be made to meet the requirements.

8. Camrosa will empower Camrosa's project team members to make decisions related to configuration and business processes. For some key decisions Camrosa team may be required to elevate the decision process to the executive team. Camrosa will work to minimize the escalation of decisions to keep the decision process as streamlined and timely as possible.

9. Camrosa and Advanced will ensure their respective Project Team members are available for meetings, workshops, discussions and conference calls upon request by either organization with reasonable notice. All Project Team members will respond to information requests by either organization within (5) Business Days unless otherwise agreed to, to minimize delays in the project.

10. Both parties agree to work a reasonable number of additional hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.

11. All Camrosa and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.

12. Camrosa is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements.

13. Advanced's implementation team will recommend configurations and processes based on its industry experience and knowledge of the Advanced solution. Camrosa is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements. This may not always be possible, but Camrosa will approach each opportunity from this perspective.

    In the event that Camrosa rejects any of Advanced's Best Practices recommendations, Camrosa will be required to sign an acknowledgement of such decision. This document will describe Advanced's concerns about Camrosa's requested functionality, and Camrosa's acceptance that a subsequent reversal or modification of such functionality shall be considered an increase in project scope at the agreed upon hourly rate. Furthermore, this document shall describe any impact to Advanced's ability to provide ongoing support, including any impacts to the annual software subscription fee.

14. When onsite Advanced agrees to work within Camrosa standard business hours whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of the standard business hours. For example, cutover is typically done over the weekend.

15. Except for claims arising from the gross negligence or willful misconduct of Advanced, any liability of Advanced arising from or related to this SOW shall be limited to sums payable under this SOW.

16. Except as expressly otherwise set forth herein, this SOW shall be performed pursuant to the terms and conditions of the Software License and Implementation Agreement entered into by and between the parties on or about August 15, 2006.

Task 1 – Project Management

Project management occurs throughout the project. Advanced will have primary responsibility for the successful completion of this project as defined in the Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project related administrative activities including the development and updates, as required, to the project schedule. The Advanced Project Manager (PM) will provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the Camrosa PM will provide oversight and guidance to Camrosa staff to ensure successful completion of Camrosa led/assigned activities and related project tasks.

Subtask 1.1 – Project Planning

Advanced and Camrosa will partner together for successful project execution. Project Initiation will involve all members of the Advanced and Camrosa project team. Prior to the remote Project Kickoff meeting, Advanced and Camrosa will assemble their respective teams who will review this SOW in preparation of the Project Kickoff meeting. It is also highly recommended that the Camrosa review the Infinity CIS v5 upgrade documentation prior to the Project Kickoff meeting.

The Project Schedule for Camrosa identifies the activities, deliverables and resources required for the successful upgrade of Infinity CIS v5. The Advanced PM and the Camrosa PM will review the Project Schedule and internal project dates that may affect project milestones (for example, third party delivery dates). Camrosa is responsible for managing the timelines and deliverables of any third-party vendor, to ensure they meet the requirements of the approved Project Schedule. The Advanced PM and the Camrosa PM will finalize the project schedule within 2 weeks of the Project Kickoff meeting.

Any significant changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of Camrosa and at Advanced. Significant changes affecting the overall scope of the project may necessitate the use of a Scope of Work Amendment process. (See Change Control).

Change Control Process

Advanced will coordinate a joint effort with Camrosa to document a Change Control process to manage project scope. The Change Control process will identify how changes are initiated and their impact on the project will be identified, documented and communicated to Camrosa. Appropriate sign-off channels will be developed for Change Order approval.

Subtask 1.2 – Status Reports

Status reporting provides a mechanism for monitoring and controlling the project progress.
Advanced will use various methods to communicate regularly with Camrosa including status reports and status meetings. Additional project communications will be performed via E-mail and telephone on an as needed basis.

Advanced's Project Manager will attend status meetings with Camrosa Project Manager either in person or via telephone conference call to focus on project status/progress, issues which could impact project schedule, technical or operational issues affecting the project and risk assessment. These meetings shall occur on a weekly basis.

Advanced will provide a weekly status report documenting work in progress compared to schedule, issues, actions, risks and budget. Advanced will also provide a monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised.

Subtask 1.2 – Deliverables

Subtask 1.2 Deliverables	• Weekly Status Meeting and Report • Monthly Project Progress Summary

Subtask 1.3 – Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both Camrosa and Advanced. The quarterly sponsor review meeting will review progress to date, future actions, and will validate, on a quarterly basis, that the Go Live date is still achievable for both parties. The dates for these meeting will be determined jointly by the Camrosa and the Advanced PM.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	• Quarterly Sponsor Review

Task 2 – Infinity CIS v5 Interfaces

This task covers the Infinity CIS v5 interfaces to existing Camrosa systems, and/or related products in the Infinity product suite. Development effort may be required by the vendor for the system to which Advanced is interfacing. These vendor costs, if any, are the responsibility of Camrosa and are not in scope.

Advanced will document the status of development, whether conducted by Camrosa or Advanced, in the weekly status reports.

Subtask 2.1 – Interfaces

The following group of interfaces implemented in CIS Infinity Version 3 will be migrated to the new version of Infinity CIS v5.

The following group of interfaces implemented in CIS Infinity Version 3 will be migrated to the new version of Infinity CIS v5. These interfaces will require efforts from Advanced, and potentially Camrosa staff or a third-party vendor, to support the specific requirements.. The specific system Modifications required to support a specific interface will be determined during the Interface Discovery workshop.
For Interfaces introduced that are not currently in CIS V3, Advanced will create Business Requirements Document (BRD) for each interface requiring development effort from Advanced's technical staff (not applicable to existing Camrosa interfaces).

Subtask 2.1.1 – Meter Reading Interface Import/Export (Aclara & Alexander Meter Reading)

Infinity CIS v5 will support a two-way batch file interface between CIS Infinity and Camrosa's meter reading softwares, Aclara and Alexander.

The interface will support the export of account and meter details from CIS Infinity to Aclara or Alexander meter reading software, containing meters to be read.

The interface will support the import from Aclara or Alexander meter reading software to CIS Infinity of the meter data reads, meter notes, comments and trouble codes for billing purposes.

Both the export and the import files will be configured using Aclara or Alexander format, defined using the Advanced Interface Manager.

Action	Responsible Party
Configure the meter reading export as per CIS V3	AUS
Configure the meter reading import as per CIS V3	AUS
Provide instruction on how to run the import and export processes in CIS Infinity	AUS
Run a process in CIS Infinity to create the meter data export file	Camrosa
After reading the meters, import the meter reading import file into CIS Infinity	Camrosa

Subtask 2.1.2 – Bill Print Interface

Infinity CIS v5 will support a one-way batch interface to export bill details from Infinity CIS v5 to their third party bill print vendor, InfoSend that will generate and mail out customer bills.
The Advanced standard electronic bill presentment (EBP) file will be created to export from CIS Infinity all billing and sorting information required by Infosend.

Action	Responsible Party
Configure the standard Electronic Bill Presentment (EBP) file	AUS
Design the bill print with Infosend using the AUS EBP file layout	Camrosa
Create a billing batch in CIS Infinity and select Print Bills to generate the EBP file	Camrosa
Provide the EBP file to Infosend	Camrosa

Subtask 2.1.3 – Paymentus Electronic Payment Processing & IVR Interface

Infinity CIS v5 will support a real-time integration with Paymentus, to process electronic payments, and to allow the Paymentus IVR system to access customer and account information (i.e. utility account balance, payment history, contact information) and post payments, which are then reflected in real-time in Infinity CIS v5.

SOAP API will be required to facilitate transition of data between Paymentus and Infinity CIS v5.

Action	Responsible Party
Install CIS web services API	AUS
Call CIS web service API to retrieve customer and account information	Paymentus
Call CIS web service API to post payments to Infinity CIS v5	Paymentus

Subtask 2.1.4 – Paymentus Customer Information File Interface

Infinity CIS v5 will support a one-way batch interface to export customer information from CIS Infinity to Paymentus.

The interface will export customer and account details, including account balances. The layout of the export file will be configurable in Infinity CIS v5.

Action	Responsible Party
Provide customer information file (CIF) layout.	Camrosa
Configure CIF layout in CIS Infinity	AUS

Configure CIF export interface in CIS Infinity	AUS
Provide instruction on how to run the CIF export process in CIS Infinity	AUS
Run the CIF export process in CIS Infinity to generate the CIF file	Camrosa
Provide the CIF file to Paymentus	Camrosa

Subtask 2.1.5 – ACH Interface (US Bank)

Camrosa requires a one-way batch interface to export a file of customers signed up for ACH payments to their financial institution.

Action	Responsible Party
Configure an interface to export standard ACH file using Advanced Interface Manager	Advanced

Subtask 2.1.6 – General Ledger and Accounts Payable (Tyler)

Camrosa requires a one-way batch interface to export a file with financial data similar to Infinity CIS Version 3 to be consumed by Tyler.

Action	Responsible Party
Configure an interface to export General Ledger data similar Infinity CIS Version 3	Advanced
Configure an interface to export Accounts Payable data similar Infinity CIS Version 3	Advanced
Configure an interface to import Accounts Payable data similar Infinity CIS Version 3	Advanced

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Exclusions

The following have been excluded from this Scope of Work, unless noted otherwise:

1. **Rate Structural Changes**

   Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. A rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document will follow the jointly developed Change Order Process as defined in Subtask 1.1.

2. **Third Party Payment Processor**

   Real Time credit/debit card payment processing is provided via an interface to an Advanced partner payment processing vendor namely; Paymentus or Invoice Cloud. Camrosa must have a contract

with the payment processor to which the solution will be integrated prior to the start date of Functional Testing as defined in the project schedule.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to upgrade and reimplement Camrosa's CIS Solution. Advanced will implement a phased approach as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

The Advanced PM will work with the Camrosa Project Manager and staff to organize project information for the preparation of the Project Schedule (see Task1). The Advanced PM will organize and present all the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule
- Software Provisioning on hardware supplied by Camrosa (on-premise)
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- Issues Tracking Tool set-up and overview
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary
- Project Team Contact List which includes users that need access to the Issues Tracking Tool
- Overview of the operations of Infinity CIS v5 via online conference
- Functional Discovery agendas delivery and review

The Advanced PM will oversee the daily activities of the project and work in conjunction with the Camrosa's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	• Project Kickoff Meeting • Initial Project Schedule • Training Course Agenda • Issues Tracking Tool Overview • Project Team Contact List

Subtask 3.1 – Entry Criteria

Criteria	**Responsible Party**
✓ Contracts signed	Advanced and Camrosa
✓ Transition discussion from Sales to Professional Services	Advanced and Camrosa
✓ Project Team identified	Advanced and Camrosa

Subtask 3.1 – Exit Criteria

Criteria	Responsible Party
✓ Environments provisioned and signed off	Advanced and Camrosa
✓ 3.1 Deliverables completed	Advanced

Subtask 3.2 – Phase 2 – Functional Discovery Analysis

Advanced will review the detailed data and business requirements of Camrosa. This analysis will provide an association between Camrosa's business practices and the required Infinity CIS v5 configuration.

The Functional Discovery Analysis phase will be led by Advanced and broken out into functional workshops. The workshops review the functional areas of the system and are the basis for how Advanced will configure, and convert the required business functions, business logic and data in the system.

Subtask 3.2.1 – Functional Discovery Analysis Workshops

Advanced will conduct Functional Discovery Analysis Workshops. These workshops will be led by Advanced to appropriately review and confirm all required information for the areas listed below. Advanced and Camrosa will identify the necessary Camrosa staff needed to attend these workshops two to four weeks in advance. Reports and Bill Print discoveries as outlined in Subtask 3.4 will be separate from the main functional discovery workshops and will be conducted at a time indicated in the Project Schedule.

Advanced will deliver a Functional Discovery Document that will address the items from the functional requirements and include, at a minimum, the following areas:

1. **Foundation**
   Review of the basic system set up areas and logical business rules including but not limited to account types, services and customer/account information.
2. **Billing**
   Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.
3. **Rates**
   Review of the rate tariff and functional requirements for setting up rates, including but not limited to formulas, proration and multipliers.
4. **Cashiering**
   Review of all payment types, interfaces, automated clearing house, endorsements, receipts, miscellaneous and unapplied payments processing.
5. **Collections**
   Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.

   Collection process is not currently setup / limited setup exists in the Infinity CIS V3. Advanced will gather the business requirements and configure the collections process in Infinity CIS v5 as part of the upgrade. Camrosa and Advanced will work on this request together and determine the feasibility in going live with this new feature or to roll it out after Infinity CIS v5 upgrade is complete. This new change should not impact the upgrade of existing CIS.

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	• Functional Discovery Workshop • Functional Discovery Document

Subtask 3.2.1 – Entry Criteria

Criteria	Responsible Party
✓ Functional Discovery Agendas delivered	Advanced
✓ Chart of Accounts, Rates, Configurable Interfaces Files Layouts and sample files, All As Is Process Flows gathered	Camrosa

Subtask 3.2.1 – Exit Criteria

Criteria	Responsible Party
✓ Camrosa Core Team and/or SME's attendance at Functional Workshop	Camrosa
✓ Functional Discovery Workshops conducted	Advanced
✓ Functional Discovery Document delivered	Advanced
✓ Review and edits/Sign Off of Functional Discovery Document 10 days from receipt of each iterative version	Camrosa

Subtask 3.3 – Phase 3 – Interface Discovery

Advanced will conduct an Interface Discovery Analysis Workshop. Advanced will provide a Discovery Agenda and working with Camrosa will identify necessary Camrosa staff needed to attend this workshop two weeks in advance. Advanced will review with Camrosa all interfaces identified in Task 2, to be developed in Infinity CIS v5.

Advanced will summarize the Interface Discovery discussions in an Interface Discovery Summary document that will be provided to Camrosa to review and update as required.

Below are the minimum topics that will be covered:

- Functional (business) requirements analysis
- Use Case analysis

Advanced will create a detailed Business Requirements Document (BRD) and a Use Case Document for each development interface and modification requiring development (items in subtasks 2.1) for review and acceptance by Camrosa. Configuration only type interfaces identified will not require a BRD.

Advanced will review the documentation with Camrosa remotely and update as required.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	• Interface Discovery Agenda

	• Interface Discovery Workshop • Interface Discovery Summary • Use Case Document(s)

Subtask 3.3 – Entry Criteria

Criteria	Responsible Party
✓ Interface Discovery Agenda delivered	Advanced
✓ 3rd Party Vendor participation secured (if applicable)	Camrosa
✓ Staff SME participation secured	Camrosa

Subtask 3.3 – Exit Criteria

Criteria	Responsible Party
✓ Interface Discovery Workshop complete	Advanced
✓ SME attendance and 3rd Party Vendor (if applicable) attendance at Interface Discovery Workshop	Camrosa
✓ Interface Discovery Summary Document delivered	Advanced
✓ Use Case Document(s) delivered	Advanced
✓ Review and edits/Sign Off of Interface Discovery Summary 10 days from receipt of each iterative version	Camrosa

Subtask 3.4 – Phase 4 – Other Discoveries

Subtask 3.4.1 – Reports Discovery

Advanced will convert the existing standard reports that are part of the Infinity CIS V3 to Infinity CIS v5. Conversion of Standard canned reports and custom Advanced created reports are included in the scope of this SOW. Any custom report built outside of the CIS system and/or custom built in the CIS system by Camrosa will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. Camrosa will need to provide the logic to complete these reports.

Advanced will conduct a Reports Discovery Workshop for any custom reports requirements. This workshop will be led by Advanced.

Subtask 3.4.1 – Deliverables

Subtask 3.4.1 Deliverables	• Reports Discovery • Reports Analysis Spreadsheet

Subtask 3.4.1 – Entry Criteria

Criteria	Responsible Party

✓ Reports Analysis Spreadsheet delivered	Advanced
✓ Reports Analysis Spreadsheet populated with all Camrosa's reports one month prior to scheduled Reports Discovery Workshop	Camrosa
✓ Analysis of Reports Discovery Spreadsheet complete and available for Reports Discovery Workshop	Advanced

Subtask 3.4.1 – Exit Criteria

Criteria	Responsible Party
✓ Reports Discovery Workshop conducted	Advanced
✓ SME attendance at Reports Discovery Workshop	Camrosa
✓ Determination of custom reports delivered in CIS	Advanced

Subtask 3.4.2 – Notices & Receipt Discovery

Advanced will implement the Electronic Bill Print (EBP) as part of the Infinity CIS V3 to Infinity CIS v5 upgrade. Any custom notices built outside of the CIS system and/or custom built in the CIS system will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. Camrosa will need to provide the logic to complete these changes.

Advanced will conduct a Notice Discovery Workshop for any custom notice requirements. This workshop will be led by Advanced.

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	• Discovery Workshop • Specifications

Subtask 3.4.2 – Entry Criteria

Criteria	Responsible Party
✓ Agenda for Notices & Receipt Discovery delivered	Advanced
✓ Bill print vendor capabilities/restrictions	Camrosa

Subtask 3.4.2 – Exit Criteria

Criteria	Responsible Party
✓ Notices & Receipt Discovery Workshop conducted	Advanced
✓ SME attendance at Discovery Workshop	Camrosa
✓ Specifications Document delivered	Advanced

✓ Review and edits/Sign Off of Use Case Document(s) 10 days from receipt of each iterative version	Camrosa

Subtask 3.4.3 –Infinity Customer Engagement Portal (CEP) Discovery

Advanced will conduct an Infinity CEP Discovery Workshop. This workshop will be led by Advanced and will review Camrosa's customer web requirements including a detailed review of Camrosa's business rules and technical environment.

Prior to the start of the workshop, Camrosa will complete the Infinity CEP Checklist provided by Advanced.

Advanced will deliver an Infinity CEP Discovery Document that will include the Technical Checklist.

Subtask 3.4.3 – Deliverables

Subtask 3.4.3 Deliverables	• Infinity CEP Discovery Workshop • Infinity CEP Technical Checklist • Infinity CEP Discovery Document

Subtask 3.4.3 – Entry Criteria

Criteria	**Responsible Party**
✓ Infinity CEP Technical Checklist delivered	Advanced
✓ Infinity CEP Technical Checklist complete and returned 2 weeks prior to Discovery Workshop	Camrosa
✓ Infinity CEP Discovery Agenda delivered	Advanced

Subtask 3.4.3 – Exit Criteria

Criteria	**Responsible Party**
✓ Infinity CEP Discovery Workshop conducted	Advanced
✓ SME attendance at Discovery Workshop	Camrosa
✓ Infinity CEP Discovery Document delivered	Advanced
✓ Infinity CEP Discovery Document reviewed and signed off 10 days from receipt	Camrosa

Subtask 3.4.4 – Infinity Field Workforce Management (FWM) Discovery

Advanced will conduct an Infinity FWM Discovery Workshop. This workshop will be led by Advanced or a partner and will review Camrosa's mobile service order requirements including a detailed review of Camrosa’s business rules and technical environment.

Prior to the start of the Infinity FWM workshop, Camrosa will complete the Infinity FWM Checklist provided by Advanced.

Advanced will deliver an Infinity FWM Discovery Document that will include the Technical Checklist.

Subtask 3.4.4 – Deliverables

Subtask 3.4.4 Deliverables	• Infinity FWM Discovery Workshop • Infinity FWM Checklist • Infinity FWM Discovery Document

Subtask 3.4.4 – Entry Criteria

Criteria	**Responsible Party**
✓ Infinity FWM Checklist delivered	Advanced
✓ Infinity FWM Checklist complete and returned 2 weeks prior to Discovery Workshop	Camrosa
✓ Infinity FWM Discovery Agenda delivered	Advanced

Subtask 3.4.4 – Exit Criteria

Criteria	**Responsible Party**
✓ Infinity FWM Discovery Workshop conducted	Advanced
✓ SME attendance at Discovery Workshop	Camrosa
✓ Infinity FWM Discovery Document delivered	Advanced
✓ Infinity FWM Discovery Document reviewed and signed off 10 days from receipt	Camrosa

Subtask 3.5 – Phase 5 – Data Integrity Check/Clean Up & Initial Data Conversion/Configuration

Subtask 3.5.1 - Version 3 Data Integrity Check and Clean up

Prior to the Infinity CIS v5 upgrade conversion, the V3 Integrity Check Utility will be run by Advanced in coordination with Camrosa within the Version 3 Upgrade Environment. The Version 3 Upgrade Environment must be refreshed from production by Camrosa prior to running the V3 Integrity Check Utility. The V3 Integrity Check Utility will report on data integrity issues within the Version 3 database, which, if not resolved, will prevent the successful upgrading of the Version 3 database to the Infinity CIS v5 database.

The V3 Data Integrity Check utility will find and report on data integrity issues, such as missing links (orphaned records), code look-ups and unpopulated required fields, Advanced staff will analyze issues reported by the Integrity Check Utility and prepare SQL scripts as required to resolve data issues and to review with the Camrosa team via a Data Discovery session. Data fixes will be applied by Advanced in the Upgrade Environment. Camrosa will review data fixes and once approved, Camrosa will run scripts and make data changes in your V3 Production Environment.

Subtask 3.5.1 – Deliverables

Subtask 3.5.1 Deliverables	• Run V3 Integrity Check Utility on CIS Infinity Version 3 Upgrade Environment (Refreshed) • Identify, resolve and update data changes into CIS Infinity Version 3 Upgrade Environment prior to the initial conversion of the V3 database to Infinity CIS v5 • Initial Configuration Rollout • Develop and run V3 data clean up scripts in the Version 3 Upgrade Environment prior to the initial conversion of the V3 database to Infinity CIS v5 • Refresh Version 3 Upgrade Environment from Version 3 Production Environment

Subtask 3.5.1 – Entry Criteria

Criteria	**Responsible Party**
✓ New data cut that includes 100% of the agreed upon data from CIS V3 and provided no later than 2 weeks prior to Initial Rollout	Camrosa
✓ Data Validation Parameters Finalized	Advanced and Camrosa
✓ Functional Discovery Document signed off per timelines outlined in project schedule and no later than 2 months prior to scheduled rollout	Camrosa
✓ Baseline Accounts established, documented and provided to Advanced	Camrosa

Subtask 3.5 – Exit Criteria

Criteria	Responsible Party
✓ Initial Configuration complete to include no less than 70% of the total configuration requirements outlined in the Functional Discovery Document, excluding all configurable interfaces	Advanced
✓ Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and Camrosa
✓ All generic testing documents delivered including: conversion, End to End Testing	Advanced
✓ Review of Issues Tracking Tool	Advanced
✓ Commencement of conversion testing against Baseline Accounts	Camrosa

Subtask 3.5.2 - Infinity CIS v5 Initial Upgrade Conversion, Data Validation and Testing

Once the v5 data integrity and cleanup process is complete Advanced will convert Camrosa's v3 data and load into Camrosa's Infinity CIS v5 Environment.
Advanced will supply a data validation report confirming both Version 3 and Infinity CIS v5 systems are in balance and will release the system for testing by Camrosa.
The initial Infinity CIS v5 Upgrade Conversion will average one to two days. The length of time necessary for conversion is dependent on several key factors including the size of the current database and number of years of data being converted.
NOTE:
The upgrade conversion routine does not automate the upgrade of interfaces, Camrosa security settings, hyperlinks, saved reporting criteria, information bars, billing formulas, bill prints, notices & receipts and custom reports. Advanced and Camrosa will need to configure these manually as identified below.

Advanced is responsible for converting/configuring

- All billing formulas required by Camrosa in Infinity CIS v5
- Current receipts
- Generic Information Bars
- Interfaces (Delivered at Integration Testing)

Camrosa is responsible for converting/configuring:

- User security
- Hyperlinks

Configuration of security is required for the Integration Testing phase.

Prior to the completion of the Initial Upgrade Conversion Camrosa will select a group of Baseline Accounts. Baseline Accounts provide Camrosa's staff with a point of reference when completing testing. The Baseline Accounts represent a cross-section of account types and include accounts handled differently than "normal" accounts. For example, a sample of an account for each rate code, an account

with automatic withdrawal, accounts with multiple meters, and account with compound meters are all examples of accounts that should be included in Camrosa's Baseline Accounts, as applicable.
As part of the Initial Upgrade Conversion, Camrosa will undertake testing of the Infinity CIS v5 Upgrade conversion. Camrosa's project manager will coordinate the completion of the Infinity CIS v5 Upgrade conversion testing and submit any issues identified in Team Support. This testing will provide Advanced with information relating to upgrade conversion anomalies to be corrected. Re-testing of identified conversion issues will be necessary.
During Initial Upgrade Conversion testing (and subsequent test phases), Advanced will access Camrosa's server in order to upload data corrections, with the assistance of Camrosa's technical staff. The users will re-test anomalies based on initial test results and established Baseline Accounts.

Subtask 3.5.2 Deliverables	• Advanced Convert CIS Infinity Version 3 database to Infinity CIS v5 database • Advanced Deliver Data Validation Report which validates conversion accuracy between V3 and V5 • Advanced Review and deliver initial V5 data conversion load with Camrosa • Advanced Time the process to convert and load data • Advanced Configure generic Information Bars • Camrosa Review and approve the Data Validation Report • Camrosa Run reports currently used by Camrosa for balancing system in V3 and V5 to confirm versions are in balance • Camrosa Load refreshed Infinity CIS v5 test database onto hosted secure storage (required for troubleshooting and billing formula conversion) • Camrosa Identify Baseline Accounts for testing • Camrosa Create test scripts and share with Advanced • Camrosa Run Infinity CIS v5 Data Validation Tool to compare and validate V3 data.

Subtask 3.6 – Phase 6 – Core Team Training

Advanced will provide 2 weeks of Core Team Training to the Camrosa Core Team.

Core Team Training will be conducted remotely via WebEx for the core team following the initial Infinity CIS V5 conversion rollout. Users will be trained to ensure that they can access the system and navigate through Infinity CIS v5 for testing purposes. To ensure an efficient and effective parallel process, Advanced recommends setting up a separate area for testing and training. The core team training is designed to train users on the new user interface (UI) and changes in key functional areas including AccountView, System Administration, Security, Cash, Billing, Collections, Service Orders, Reports, and Inventory. Core Team training assumes users are familiar with Version 3 and Camrosa's business processes and does not include introductory or basic training to users unfamiliar with Version 3 functionality and processes.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	• Standard Infinity CIS v5 Training Agendas • Completion of Instructor-Led remote Core Team Training

Subtask 3.6 – Entry Criteria

Criteria	Responsible Party
✓ Agenda delivered	Advanced
✓ Where applicable, Training Room/workstations/software/participants available for training	Camrosa
✓ Infinity CIS v5 System QA'd and prepared for Training	Advanced

Subtask 3.6 – Exit Criteria

Criteria	Responsible Party
✓ Instructor-Led remote Core Team Training delivered	Advanced
✓ 90% Attendance rate from Core Team at all sessions	Camrosa

Subtask 3.7 – Phase 7 – Reports Development and Delivery

Reports in Infinity CIS V3 identified during Reports Discovery will be converted to Infinity CIS v5 system for review and acceptance by Camrosa.

Any custom reports identified at Reports Discovery will be developed and delivered by Advanced once Camrosa has signed off on the specifications. Any custom reports unidentified at the Reports Discovery will be recognized as out of scope and follow the Change Order Process.

Subtask 3.7 – Deliverables

Subtask 3.7 Deliverables	• Custom Reports Specification, Development & Delivery (if applicable)

Subtask 3.7 – Entry Criteria

Criteria	Responsible Party
✓ Attendance by SME at Reports Discovery Workshop	Camrosa
✓ Reports Discovery Workshop complete	Advanced

Subtask 3.7 – Exit Criteria

Criteria	Responsible Party
✓ Custom Reports Specification Document(s) delivered for all identified custom reports	Advanced

✓ Review and edits/Sign Off Custom Reports Specification Document(s) 10 days from receipt of each iterative version	Camrosa
✓ Custom Report(s) Delivery at start of ITC1	Advanced
✓ Custom Reports(s) Testing and Signoff no later than the end of UAT	Camrosa

Subtask 3.8 – Phase 8 – Interface Delivery

Once an interface has been implemented, unit tested and QA'd internally by Advanced, Camrosa will be notified that the interface is ready to be released and available for testing or Camrosa will be notified that the interface is ready to be released and deployed in Camrosa's environment through an executable or build.

Subtask 3.8.1 – Deliverables

Subtask 3.8.1 Deliverables	• Interfaces are ready for Camrosa to test

Subtask 3.8.1 – Entry Criteria

Criteria	Responsible Party
✓ File Layout for each interface provided during Interfaces Discovery	Camrosa
✓ 3rd Party Vendor participation in Interface Discovery process (if applicable)	Camrosa

Subtask 3.8.1 – Exit Criteria

Criteria	Responsible Party
✓ Interfaces delivered	Advanced
✓ Testing of interfaces with 3rd party vendor participation (if applicable)	Camrosa

Subtask 3.9 – Phase 9 – Software Testing

Advanced will support all software testing through possible combinations of onsite support, remote support and video conferencing online support. Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide Camrosa with generic test scripts. Modification of test scripts to match Camrosa's specific business scenarios is the responsibility of Camrosa. From the test scripts Camrosa will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Data Conversion is an iterative process and will require fixes throughout all testing phases based on the outcomes of each testing phase.

With each data conversion Advanced will provide and Camrosa will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by Camrosa. The Issues Tracking Tool maintains a history of analysis and problem resolution.

The Issues Tracking Tool will be managed and maintained by the Advanced PM and will be reviewed with both Advanced and Camrosa staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in the Issues Tracking Tool so that they will be resolved within a timely manner. The Advanced PM or designate will document to the Camrosa Project Manager (in detail) the issue or defect, the resolution or workaround alternative, if applicable.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans, where applicable.

Camrosa will provide Advanced with evidence through Test Cases utilizing the Advanced Testing Tool (Smartsheet) and various other methods of testing documentation that testing is being done and progressing through the test phases.

The software testing phase is divided into the following test cycles:

Subtask 3.9.1 – Functional Testing

Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process. In the review of these individual accounts, Camrosa will be tasked with testing each rate element in the system and documenting the results to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	• Functional Test Data Conversion Refresh and Validation Report • Rates Testing Matrix

Subtask 3.9.1 – Entry Criteria

Criteria	**Responsible Party**
✓ Configuration complete in accordance to the requirements outlined in the Functional Discovery Document and excluding all interfaces and modifications	Advanced
✓ Data Refresh timelines recorded for the data cut, conversion and load	Advanced and Camrosa
✓ Customized Testing Documents designed and functional test cases created in Advanced Testing Tool	Camrosa
✓ Executed Contract with Payment Processor	Camrosa

Subtask 3.9.1 – Exit Criteria

Criteria	Responsible Party
✓ Testing of all applicable functional modules using customized test documents and test cases, reporting any anomalies in Issues Tracking Tool	Camrosa
✓ Retesting of fixed conversion items, testing of conversion additions and report anomalies in Issues Tracking Tool	Camrosa
✓ Functional Data Validation jointly reviewed and anomalies under investigation by both parties	Advanced and Camrosa
✓ Rates Testing Completion and anomalies reported in Issues Tracking Tool	Camrosa
✓ Successful resolution of 70% of critical configuration type tickets reported no less than 15 days from scheduled ITC1 Refresh start date	Advanced

Subtask 3.9.2 - Integration Testing Cycle (ITC)

ITC will utilize test scripts/cases customized by Camrosa to confirm that the data conversion and business processes are functioning as expected.

ITC1 is intended to exercise full scale testing of the system incorporating the testing of interfaces and modifications scheduled for ITC1. It includes testing of all end to end processes and all Camrosa Owned Control Forms (service orders, actions, letter generation, security, admin).

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.9.2 Deliverables	• ITC1 Data Conversion Refresh and Validation Report • ITC1 Build Release for Modifications

Subtask 3.9.2 – Entry Criteria ITC1

Criteria	Responsible Party
✓ Completion of testing of all applicable functional modules using customized test documents and test cases and anomalies reported in Issues Tracking Tool	Camrosa
✓ Customized Testing Documents designed and ITC1 test cases created in Advanced Testing Tool	Camrosa
✓ Successful retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool	Camrosa
✓ ITC Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and Camrosa
✓ Rates Testing Completed and any anomalies reported in Issues Tracking Tool	Camrosa

✓ Successful resolution of 70% of critical path configuration type tickets reported no less than 10 days from ITC1 Refresh start date	Advanced
✓ Interfaces complete	Advanced
✓ Camrosa Owned Control Forms 60% complete which must include Service Order Types	Camrosa
✓ Infinity CEP configuration/GUI commencement	Advanced
✓ Infinity FWM configuration	Advanced
✓ Camrosa Payment Processor set up complete and ready for integration testing with Infinity CIS v5 and Infinity CEP	Advanced

Subtask 3.9.2 – Exit Criteria ITC1

Criteria	**Responsible Party**
✓ Technical and training daily support for initial week of ITC1 Testing	Advanced
✓ Build Release(s) (if applicable) applied for Interfaces	Advanced
✓ Testing of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	Camrosa
✓ Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Reports Testing Complete and anomalies reported in Issues Tracking Tool	Camrosa
✓ Cycle Billing Testing Complete and anomalies reported in Issues Tracking Tool	Camrosa
✓ Camrosa Owned Control Forms 80% complete	Camrosa
✓ Infinity CEP configuration/GUI complete and ready for UAT	Advanced
✓ Infinity FWM testing and anomalies reported in Issues Tracking Tool	Camrosa
✓ Infinity FWM configuration/GUI complete and ready for UAT	Advanced
✓ Infinity CEP Testing complete and any anomalies reported in Issues Tracking Tool	Camrosa

Subtask 3.9.3 - User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with

staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with Camrosa to select the integration test scripts that will be used during UAT.

The Advanced PM will work with Camrosa to ensure that test results for each testing phase provide evidence that Infinity CIS v5 capabilities have been properly integrated and tested in Camrosa's test environment. Advanced will work with Camrosa to support performance tests.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.9.3 Deliverables	• UAT Data Conversion Refresh and Validation Report • UAT Acceptance Criteria

Subtask 3.9.3 – Entry Criteria

Criteria	Responsible Party
✓ UAT Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and Camrosa
✓ Retested interfaces and modifications with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	Camrosa
✓ Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Successful resolution of 90% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Reports Testing completed and signed off	Camrosa
✓ System Code Freeze	Advanced
✓ Final review of Camrosa Owned Control Forms	Camrosa
✓ Infinity CEP Issues reported not less than 10 days from scheduled UAT Refresh fixed	Advanced/Camrosa
✓ Infinity FWM Issues reported not less than 10 days from scheduled UAT Refresh fixed	Advanced/Camrosa

Subtask 3.9.3 – Exit Criteria

Criteria	Responsible Party
✓ Successful testing of all end to end processes	Camrosa
✓ Successful resolution of all critical path conversion and configuration type tickets	Advanced
✓ Successful completion of all Camrosa Owned Control Forms	Camrosa
✓ Regression and stress test executed successfully	Camrosa
✓ Successful testing of Payment Processor	Camrosa

✓ Successful testing of Infinity FWM	Camrosa
✓ Successful testing of Infinity CEP	Camrosa

Subtask 3.10 – Phase 10 – End User Training

Advanced will provide 1 week of Infinity CIS v5 End User training to Camrosa to secure a working knowledge of Infinity CIS v5. As part of the Training Plan, Advanced will work with Camrosa to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and Camrosa staff attendance needs. End User training assumes users are familiar with Version 3 and Camrosa's business processes and does not include introductory or basic training to users unfamiliar with Version 3 functionality and processes.

End User Training will be conducted by a combination of instructor led sessions in accordance with the Training Matrix and with Camrosa availability to answer participant questions pertaining to Camrosa business practices.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, Camrosa will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	• Completion of Instructor Led End User Training • Training Session Attendance Report • Training Session Signoff form

Subtask 3.10 – Entry Criteria

Criteria	**Responsible Party**
✓ End User Training Plan Matrix delivered	Advanced
✓ End User Training Plan Matrix completed	Camrosa
✓ End User Training Schedule created	Advanced and Camrosa

Subtask 3.10 – Exit Criteria

Criteria	**Responsible Party**
✓ All End User Training sessions required for Go Live complete	Advanced
✓ End Users absent or requiring additional assistance/training from End User Training identified	Advanced
✓ Additional training plan developed and provided to End Users identified as requiring additional assistance/training complete for Go Live	Camrosa

Subtask 3.11 – Phase 11 – Cut-Over Plan/Go/No Go Criteria

Camrosa will assist Advanced in the construction of Go/No-Go criteria. These criteria shall be used to determine whether or not to proceed to Phase 12 - Transition to Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, Camrosa shall issue formal authorization to proceed with the Cut-Over Plan to production.

The Advanced PM will develop a Cut-Over Plan throughout the lifecycle of the project in preparation for a final transition to live. This plan details the steps and responsibilities for Advanced and Camrosa to transition the CIS Solution to Camrosa production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps and communications of when data extract is obtained, and data conversion is returned
- Ordered steps for ensuring balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cut-over checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release from Advanced that documents that the system has been handed to Camrosa in full balance

Subtask 3.11 – Cut-Over Plan/Go/No Go Deliverables

Subtask 3.11 Deliverables	• Go/No Go Criteria • Cut-Over Plan • Formal Camrosa Authorization to Transition to Live

Subtask 3.11 – Entry Criteria

Criteria	**Responsible Party**
✓ System is in a readiness state for all critical path items	Advanced and Camrosa
✓ Camrosa has invoked Change Management plan (employees, customers, vendors)	Camrosa
✓ End Users trained	Advanced or Camrosa

Subtask 3.11 – Exit Criteria

Criteria	**Responsible Party**
✓ Cut-Over Plan finalized	Advanced and Camrosa
✓ Organizational Readiness Plan finalized	Advanced and Camrosa
✓ Go/No Go Meeting	Advanced and Camrosa
✓ Authorization to Go Live	Camrosa
✓ Post Cut-Over List of Tasks	Advanced and Camrosa

Subtask 3.12 – Phase 12 – Transition to Live

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and Camrosa staff.

The transition to live will have a new and final data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by Camrosa and the Advanced PM.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	• Final Cut-Over Plan Report • Final Release Data Conversion Refresh and Validation Report • AR Balancing Report • Year and month active confirmation • AR Summary Details Report • Transaction Code Report • Rates Report

Subtask 3.12 – Entry Criteria

Criteria	Responsible Party
✓ Execution of Cut-Over Plan	Advanced and Camrosa
✓ End Users trained	Advanced and Camrosa
✓ 3rd Party Vendors communicated and on board	Camrosa
✓ Execution of Organizational Readiness Plan	Advanced and Camrosa

Subtask 3.12 – Exit Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	Camrosa
✓ Post Live Items identified	Advanced

Subtask 3.13 – Phase 13 – Post Go Live

Advanced will assist Camrosa throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, remote communications, and online support through video conferencing to ensure a smooth transition to Customer Success. During this phase of the project, the following items will be supplied to Camrosa:

- Weekly PM and technical staff meetings to review all high-priority items.
- Remote communications and video conference customer support.
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, Camrosa will transition to the Advanced's Customer Success Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	• Monthly Post Live Support Log • Transition to Support

Subtask 3.13 – Entry Criteria

Criteria	**Responsible Party**
✓ Go Live Signed Off	Camrosa
✓ Post Live Punch List Items Identified	Advanced

Subtask 3.13 – Exit Criteria

Criteria	**Responsible Party**
✓ Post Live Punch List Items resolved	Camrosa and Advanced
✓ Project Completion documented	Advanced
✓ Transition to Customer Success Group	Advanced

Schedule 1 – Fee Structure and Payment Milestones

Fee Structure

v3 to v5 Upgrade Professional Services Fees		
Line Item	Discount	Price
Project Management		$ 18,000.00
Discoveries		$ 4,500.00
Conversion (15% discount)	($ 8,606.00)	$ 48,768.00
Installation and Initial Configuration (10% discount)	($ 5,513.00)	$ 49,612.00
Infinity CEP Initial Configuration		$ 34,875.00
Infinity FWM Initial Configuration		$ 60,000.00
Training (40% discount)	($ 4,050.00)	$ 6,075.00
On-Premise Environment Setup (10% discount)	($ 1,350.00)	$ 12,150.00
Post Live Support (10% discount)	($ 1,350.00)	$ 12,150.00
Customer Testing Assistance		$ 50,000.00
Total	**($ 20,869.00)**	**$296,130.00**

v3 to v5 Upgrade License Fees	
Line Item	Price
CEP License	$ 45,000.00
CEP License Discount (100%)	($ 45,000.00)
Infinity FWM License – 16 Named Users	$ 57,600.00
Total	**$ 57,600.00**

v3 to v5 Upgrade Annual Fees	
Line Item	Price
Infinity CIS v5 Platform	$ 4,697.00
Infinity CEP SaaS Annual Fee	$ 7,500.00
Infinity FWM SaaS Annual Fee	$ 10,700.00
Total	**$ 22,897.00***

* Annual fees outlined here are in addition to existing recurring fees.

Note: Additional services required by Camrosa through the end of Post Live and approved through the Change Control Process (e.g. requirement changes or changes to the project scope) will be billed at a rate of $250/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.

Payment Milestones

Professional Services

Reference	Milestone – Camrosa will be billed according to the completion of the Milestone	Invoice Amount	Del # from Appendix
CT1	SOW Signing	$ 75,900.00	n/a
MP1	Installation of Infinity CIS v5 to a Non Production Environment	$ 10,100.00	3
MP2	Installation of Infinity CEP to a Non Production Environment	$ 10,100.00	3
MP3	Installation of Infinity FWM to a Non Production Environment	$ 47,000.00	3
MP4	Delivery of Functional Discovery Workshops	$ 10,100.00	20
MP5	Initial Conversion Rollout	$ 10,100.00	30
MP6	Initial Configuration Rollout	$ 52,030.00	33
MP7	Completion of Core Team Training	$ 10,100.00	36
MP8	Functional Data Refresh #2 Load	$ 10,100.00	39
MP9	ITC Data Refresh #3 Load	$ 10,100.00	44
MP10	UAT Data Refresh #4 Load	$ 10,100.00	45
MP11	Go-Live Data Refresh #5 Load	$ 10,100.00	50
MP12	30 Days Post Go-Live	$ 30,000.00	n/a
	Total Services	**$ 296,130.00**	

License Fees:

- 100% due 60 days post SOW signature

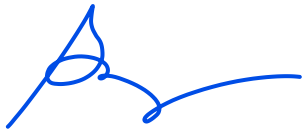
Annual Fees:

- 100% due on Infinity CIS v5 provisioning to a production environment.

Approvals

IN WITNESS WHEREOF the parties hereto have duly executed this Scope of Work to be effective as of the Effective Date.

N. HARRIS COMPUTER CORPORATION

Per: 

Name: Hari Subramaniam

Title: Executive Vice President

Date: **August 15, 2023**

Camrosa Water District

Per:

Name: Tony Stafford

Title: General Manager

Date:

Appendix A – Table of Responsibilities (Deliverables)

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
1	1	1.2	Weekly and Monthly Status Meetings & Reports	Project meetings to be attended by Advanced and Camrosa. Project core team members to discuss work in progress, issues, risks, actions, near-term planned activities and associated resource commitments. Status reports to document project progress.	Advanced
2	1	1.3	Quarterly Sponsor Meeting	Meeting attended by Advanced and Camrosa Project Manager and Project Sponsors to review project status.	Advanced
3	3	3.1	Environment ready for Software Provisioning	Application and database server (production and test) provisioned, and the operating system and database software have been loaded.	Advanced/ Camrosa
4	3	3.1	Project Kick-Off Meeting	Kick-off meeting held with the project team.	Advanced
5	3	3.1	Draft Project Schedule	Initial draft Project Schedule delivered at project kickoff meeting. Project Schedule updates performed throughout the project. The schedule is updated for refinements to tasks, and percent complete inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.	Advanced
6	3	3.1	Risk Management Plan	Plan that defines how project risks will be logged, prioritized, assigned and managed to closure using a jointly agreed resolution strategy. Risk Log will be reviewed at project status meetings.	Advanced
7	3	3.1	Communication Plan	Plan that defines the Project Strategy for communicating internally within the Project Team.	Advanced
8	3	3.1	Change Management Plan	Plan that defines the strategy for communicating with employees and externally.	Camrosa
9	3	3.1	Change Control Process	Process that defines how changes to project scope will be logged, approved, and managed as agreed to by both parties.	Advanced
10	3	3.1	Training Plan	Plan that defines Camrosa resources to be trained, the courses to be delivered, materials, locations, facilities and other resources.	Advanced
11	3	3.1	Test Plan	Plan that defines Camrosa's testing approach.	Advanced
12	3	3.1	Access Training	Access to client instances in Infinity Cloud Platform training for technical personnel.	Advanced
13	3	3.1	Training Courses Syllabus	Document that outlines the duration, prerequisites and topics to be covered during the Advanced delivered standard training courses.	Advanced
14	3	3.1	Project Team Contact List	Project listing of all Advanced and Camrosa project team members' contact information.	Advanced
15	3	3.1	System Overview	Infinity CIS v5 system overview demonstration	Advanced
16	3	3.1	Issues Tracking Tool Overview and Set up	Advanced will provide Camrosa with and overview of the Issues Tracking Tool, the online tool for documenting and tracking issues as part of the overall implementation. Camrosa users will be provided with user ids and passwords which also provide access to the Software Entity relationship diagrams and the Data Dictionary.	Advanced
17	3	3.1	Functional and Data Conversion Discovery Workshop Agendas	Documents that outline the business and conversion processes to be discussed during the Functional and Data Conversion Discovery Workshops.	Advanced

18	3	3.2	Data Requirements for Functional Workshops	Camrosa to provide business process documentation as identified in Subtask 3.2.	Camrosa
19	3	3.2.1	Functional Discovery Analysis Workshop	Sessions that will assist Advanced in learning Camrosa business processes and educating Camrosa about the features and limitations of the software. Advanced will lead the sessions with Camrosa business process experts participating.	Advanced
20	3	3.2.1	Functional Discovery Document	Document that captures all learning and understanding gained in the Functional Discovery Analysis Workshops. Document will serve as a template for configuring the software.	Advanced
21	3	3.3	Interface/Enhancements Discovery Workshop Agendas	Documents that outline the items to be discussed during the Interface/Enhancement Discovery Workshop.	Advanced
22	3	3.3	Interfaces/Enhancements Workshop	Session that will aid Advanced in understanding modification requirements and the third-party systems' interfacing capabilities to determine the best approach for interfacing with the identified third party systems.	Advanced
23	3	3.3	Business Requirements Document	BRD and/or Use Case Documentation for interfaces/Enhancements identified in Task 2.1 and 2.2. Rollout document for interfaces identified in Subtask 2.2.	Advanced
24	3	3.4.1	Reports Discovery Workshop	Sessions to review the reporting requirements of Camrosa. Advanced will lead the sessions with Camrosa business process experts participating.	Advanced
25	3	3.4.1	Reports Analysis Spreadsheet	Document that lists all reports provided by Camrosa and designates those reports that are standard within Infinity CIS v5 and those that require modification.	Advanced
26	3	3.4.3	Infinity CEP Discovery Workshop	Session that will assist Advanced in learning how Camrosa will deploy Infinity CEP service orders and educating Camrosa about the features and limitations of the software. Advanced will lead the sessions with Camrosa business and technical experts participating.	Advanced
27	3	3.4.3	Infinity CEP Discovery Document	Document that captures all learning and understanding gained in the Discovery Workshop. Document will serve as a template for configuring Infinity CEP.	Advanced
28	3	3.4.4	Infinity FWM Discovery Workshop	Session that will assist Advanced in learning how Camrosa will deploy Infinity FWM and educating Camrosa about the features and limitations of the software. Advanced will lead the sessions with Camrosa business and technical experts participating.	Advanced
29	3	3.4.4	Infinity FWM Discovery Document	Document that captures all learning and understanding gained in the Discovery Workshop. Document will serve as a template for configuring Infinity FWM.	Advanced
30	3	3.5.1	Initial Data Conversion Load	Loading of initial conversion by Advanced on Camrosa's system.	Advanced
31	3	3.5.1	Baseline Accounts	Camrosa, with Advanced's assistance will identify baseline accounts to be used for testing.	Camrosa
32	3	3.5.1	Data Validation Results	Report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
33	3	3.5.1	Initial System Configuration Rollout	Configuration of the control forms and rates by Advanced based on the Functional Discovery document.	Advanced
34	3	3.5.2	Initial CIS Upgrade Conversion, Data validation Testing	Advanced will convert Camrosa's V3 data load into Camrosa's CIS Infinity Environment. Advanced will supply data a data validation report confirming both version 3 and Infinity CIS v5 are in balance and will release the system for testing by Camrosa	Advanced
35	3	3.6	Training Agendas	Standard Training Agenda for each training course identified in the Training Plan.	Advanced

36	3	3.6	Core Team Training	Execution and completion of Core Team training per the Training Plan. Training will include the Issues Tracking Tool training.	Advanced
37	3	3.7	Custom Reports Delivery	Delivery of custom reports identified in the Reports Analysis Spreadsheet.	Advanced
38	3	3.8.1	Interface Configuration, Testing and Rollout	Configuration, testing, and rollout of configuration type interfaces that have been identified in Task 2.2 of this SOW.	Advanced
39	3	3.9.1	Functional Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Camrosa's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
40	3	3.9.1	Generic Test Scripts	Generic Integration Test scripts provided by Advanced to test system functionality.	Advanced
41	3	3.9.1, 3.9.2, 3.9.3.	System Testing	Camrosa to conduct testing as outlined in the Test Plan, document test results (pass/fail) and log any issues in the Issues Tracking Tool for resolution by Advanced.	Camrosa
42	3	3.9.1	Rates Testing Matrix	Document outlining all necessary rates and rate scenario's to be tested. Camrosa is responsible for testing and confirming all rates and rate scenarios are accurate and reflect the billing requirements of Camrosa.	Advanced
43	3	3.9.2	Build Releases (ITC1)	Installation of new builds on Camrosa's system which include Camrosa's modified software and interfaces.	Advanced
44	3	3.9.2	Integration Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Camrosa's system. Includes audit report that documents the results of agreed upon conversion validation parameters.	Advanced
45	3	3.9.3	User Acceptance Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Camrosa's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
46	3	3.10	End User Training, Signoff and Attendance Report	Execution and completion of End-User training per the Training Plan. Each training session will have an Attendance Report.	Advanced
47	3	3.11	Go/No Go Criteria Document	Document that identifies the criteria that will be adhered to enable cutover to Production to proceed. It includes metrics to evaluate project management readiness, business solution testing readiness, business readiness, IT infrastructure readiness and reorganization/people readiness.	Advanced
48	3	3.11	Go / No Go Decision Document approved for Go Live	Document that defines the outcomes of application readiness based on the defined Go/No Go Criteria document and Cutover Plan defined. The result will be a decision to Go-live or to identify issues that will need to be resolved prior to Go-Live or can be deferred to post go-live. The decision to transition to Go Live will be approved when the items defined in the Cut-Over and readiness assessment has been successfully achieved and there are no significant agreed upon issues that will impact transition to Production.	Advanced
49	3	3.11	Cutover Plan	Document that defines steps and responsibilities of Advanced and Camrosa during transition to Production. Includes steps to achieve system balance and includes a conversion cutover plan.	Advanced
50	3	3.12	Go Live - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on Camrosa's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
51	3	3.12	Go Live	System is operating and being used. Balancing of legacy and Advanced CIS has been validated and signed-off by Camrosa.	Advanced

52	3	3.13	Completion of Post Live Support	Conclusion of Post live support period, which includes remote and online video conferencing.	Advanced
53	3	3.13	Customer Success Transition Meeting	A transition meeting to transfer from the project implementation phase to the support phase of the contract.	Advanced

Appendix B – Estimated Timeline

The estimated duration of this engagement is approximately 12 months. The possibility and feasibility of a reduced duration will be evaluated during the Customer Preparation phase as it will depend on what needs to be ported to Advanced, availability of resources and involvement of Camrosa. Adherence to the project plan and timeline is critical. Advanced will prepare a formal project plan and timeline at the start of the engagement. Camrosa will review, provide comments on, and provide Advanced with approval of the project plan and timeline.

Timeline	Phase Activities	Associated Payment Milestone
Month 1-2 Data Integrity Check	• *Customer Preparation* • *Project Planning* • *Data Integrity Check*	
Month 2-4 Requirements gathering and configuring CIS	• *Initial Data Conversion* • *Setting up CIS Environment* • *Functional Requirements Gathering* • *Configuring CIS* • *Training V3-V5 Differences*	• *MP1, MP2, MP3, MP8*
Month 5 -7 Design & Development	• *Functional Data Conversion* • *Functional Testing*	• *MP4, MP5. MP6, MP9*
Month 8-10 Testing	• *Integration Testing Cycle (ITC) Data Conversion* • *ITC Testing*	
Month 11 Testing	• *User Acceptance Testing (UAT) Data Conversion* • *User Acceptance Testing* • *Acceptance Testing Sign Off* • *End User Training*	• *MP7, MP10*
Month 12 Go-Live	• *Go LIVE Data Conversion* • *Go LIVE Cut Over* • *Post Go LIVE Support*	• *MP11, MP12*

1 Software License and Implementation Agreement

2 Schedule A

Detailed Description of Software

3 Schedule B

Project Scope of Work

4 Schedule C

Support Agreement

5 Schedule D

Fee Structure and Payment Schedule

AVERY 600021

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Schedule "A" - Detailed Description of Software
Schedule "B" - Project Scope of Work
Schedule "C" - Support Agreement
Schedule "D" - Fee Structure and Payment Schedule

SOFTWARE LICENCE AND IMPLEMENTATION AGREEMENT

BETWEEN

ADVANCED UTILITY SYSTEMS CORPORATION

- and –

CAMROSA WATER DISTRICT

Advanced Utility Systems Corporation
2235 Sheppard Avenue E., Suite 1400
Toronto, Ontario
M2J 5B5

SOFTWARE LICENCE AND IMPLEMENTATION AGREEMENT

THIS AGREEMENT made as of the 15th day of August, 2006.

BETWEEN:

ADVANCED UTILITY SYSTEMS CORPORATION
("Consultant")

- and -

CAMROSA WATER DISTRICT
("Organization")

RECITALS

1. The Consultant owns the Software (as defined below);

2. The Organization wishes to (a) acquire a license to utilize the Software, and (b) retain the Consultant to perform the Services (as defined below); and

3. The Consultant wishes to (a) grant the Organization a license to utilize the Software, and (b) provide the Services to the Organization, all upon the terms and conditions set out in this Agreement.

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

ARTICLE I
INTERPRETATION

1.1 Definitions

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

(a) **"Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder"** and similar expressions mean this Software Licence and Implementation Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **"Articles"** or **"Sections"** mean and refer to the specified Article or Section of this Agreement.

(b) **"Change Order"** means any written documentation between the Organization and Consultant evidencing their agreement to change particular aspects of the Project Scope of Work.

(c) **"Completion of Services"** means that all conversion, installation, configuration, training, testing and other implementation procedures as described in the Project Scope of Work attached hereto as Schedule "B" have been successfully completed and the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate billing system.

(d) **"Designated Staff Members"** means those staff members of the Organization designated by the Organization in Schedule "B" as "Designated Staff Members" for the purposes of this Agreement.

(e) **"Project Manager"** has the meaning set out in Section 3.3(c) hereof.

(f) **"Project Scope of Work"** means the scope of work appended hereto as Schedule "B" delineating, among other things, the Services that will be provided by Consultant to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties' respective representatives from time to time in accordance with the terms of this Agreement.

(g) **"Required Programs"** has the meaning set out in Section 3.3(b) hereof.

(h) **"Services"** has the meaning set out in Section 3.1 hereof.

(i) **"Server Licence"** means the non-exclusive license granted to the Organization pursuant to Section 2.1(a) hereof, to configure and install the Software on the Organization's server computers to enable Users to access and use the Software pursuant to User Licences.

(j) **"Software"** means the utility billing and customer service computer software programs owned and developed by the Consultant, in machine readable, object code form, collectively called CIS Infinity, together with the media and other related materials, all as more particularly described in Schedule "A" attached hereto.

(k) **"Support Agreement"** has the meaning set out in Section 3.4 hereof.

(l) **"User"** means each individual granted access to the Software pursuant to a User License.

(m) **"User Licence"** means each license granted pursuant to Section 2.1(b) of this Agreement, to allow an individual to access the Software within the Organization's computer network.

(n) **"Warranty Period"** means a period of six months from the date of Completion of Services, during which time the Consultant shall correct any errors or malfunctions reported to the Consultant by the Organization in accordance with Section 4.3 of this Agreement.

1.2 Time of the Essence

Time shall be of the essence in and of this Agreement and every part hereof. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

1.3 Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to U.S. currency.

1.4 Headings

The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.

1.5 Plurals and Gender

The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

1.6 Schedules

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

Schedule "A" -	Detailed Description of Software
Schedule "B" -	Project Scope of Work
Schedule "C" -	Support Agreement
Schedule "D" -	Fee Structure and Payment Schedule

ARTICLE II
SOFTWARE LICENCES

2.1 Grant of Licenses

Subject to the terms and conditions of this Agreement, the Consultant hereby grants to the Organization:

(a) a non-exclusive Server Licence; and

(b) 6 non-exclusive User Licenses to allow no more than 6 concurrent Users in the Organization to utilize the Software within the Organization's computer network.

2.2 Term of Licenses

The licenses granted herein commence on the date of this Agreement and are of indefinite duration unless terminated pursuant to the terms hereof.

2.3 Restrictions on Use

The licenses granted hereunder are restricted to use by the Organization to perform the basic functions of billing and customer service organization, which functions are more particularly set out in the chart constituting part of Schedule "A".

2.4 Derivation, Modification and Copyright

(a) The Organization agrees that it will not attempt to derive, or permit or help others to derive the source code relating to the Software or attempt to otherwise convert or alter the Software into human readable code. The Organization further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the source code relating to the Software.

(b) The Organization agrees that it will not copy or otherwise reproduce the Software and that any additional copies as are reasonably necessary for the use of the Software shall be provided to the Organization through the issuance of additional User Licenses at the Consultant's then current charges, except that any additional User Licenses required by the Organization within 90 days of signing this Agreement shall be issued to the Organization in exchange for the User License fee specified in Schedule "D" to this Agreement.

2.5 Installation of Software

The Organization, working together with the Consultant, shall promptly test the Software upon delivery and shall begin utilizing such Software if it conforms to the specifications set forth in the description of the Software set out in Schedule "A" attached.

2.6 **Ownership of Software and Confidential Information**

(a) The Organization acknowledges that the Software contains proprietary and confidential information of the Consultant which shall, at all times, remain the property of the Consultant. Through the grant of licenses pursuant to Section 2.1, the Organization is only entitled to use of the Software in accordance with the terms of this Agreement.

(b) The Organization will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of the Consultant will remain on the Software in machine-readable form. The Organization will take the same care to safeguard the Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

(c) No third party, other than duly authorized agents or employees of the Organization authorized pursuant to the User Licenses issued hereunder, shall have access to or use of the Software.

(d) In order to assist the Consultant with the protection of its proprietary rights with respect to the Software and to enable the Consultant to ensure that the Organization is complying with its obligations with respect to the proprietary nature and confidentiality of the Software, the Organization shall permit the Consultant to visit during normal business hours any premises at which the Software is used and shall provide the Consultant with access to such Software.

2.7 **Escrow**

(a) The Consultant shall keep a copy of the source code for the Software (the "Source") with a third-party escrow service provider selected by the Consultant from time to time (the "Escrow Agent"). As of the date of this Agreement, the Escrow Agent is Lincoln-Parry and Associates.

(b) The Consultant hereby grants the Organization a contingent licence, subject to the conditions of Sections 2.7(c) and 2.7(d) herein, to use the copy of the Source maintained by the Escrow Agent for support purposes only.

(c) The contingent licence referred to in Section 2.7(b) shall only be available to the Organization to the extent that the Organization has a Support Agreement in effect with the Consultant immediately prior to the occurrence of any event specified in Section 2.7(d). If no such Support Agreement is in effect, the Organization may retain the licences granted to it pursuant to Section 2.1, but will relinquish its rights to receive any updates or modification of the Software or continuing support from the Consultant. Furthermore, the Organization will relinquish its rights to access the Source upon the occurrence of any of the events specified in Section 2.7(d). To the extent that the Organization terminates its Support

Agreement, the provisions in this Agreement respecting the use of the Software and the terms of the licences granted hereby, will continue to apply following any such termination.

(d) The contingent licence granted pursuant to Section 2.7(b) shall, to the extent it remains available to the Organization, become exercisable if and when any of the following events occur:

(i) the Consultant ceases to do business for any reason whatsoever;

(ii) the Consultant fails or refuses to perform its obligations under this Agreement or provide the Organization with support for the Software pursuant to the Support Agreement (except as a result of a failure by the Organization to comply with its obligations under this Agreement or the Support Agreement), the Organization has issued written notice to the Consultant in respect of such failure or refusal pursuant to Section 8.3(a), and the Consultant has not cured the failure or refusal indicated in such written notice or issued a written notice of its own to the Organization disputing the default alleged by the Organization;

(iii) the Consultant commits any act of bankruptcy within the meaning of the *Bankruptcy Act*, and fails to cure such act within 30 days of the commission of such act; and

(iv) the Consultant institutes or has instituted against it bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings under any federal or provincial laws and, in the case of any proceedings instituted against the Consultant, it fails to stay such proceedings or vacate or dismiss any order resulting therefrom within 60 days of the initiation of such proceedings or the issuance of such order, as the case may be.

(e) On the occurrence and during the continuance of any of the conditions listed in Section 2.7(d) , and at the Organization's request, validation of Source shall be performed as follows:

(i) the Consultant or a duly qualified computer programmer selected by the Organization (the "Programmer") shall retrieve the Source from the Escrow Agent and shall perform the necessary Source verification and testing procedures at the premises of the Organization on the Organization's computer systems;

(ii) the Programmer shall proceed to carry out the steps necessary to correct any deficiencies in the existing Software utilizing the Source; and

(iii) following the completion of said verification and correction procedures, the Consultant or Programmer shall return the Source to the Escrow Agent.

(f) The provisions of this Section 2.7, and the requirement of the Escrow Agent to perform its duties in accordance with this Section 2.7, shall be subject to:

(i) the Organization executing any standard form documentation containing reasonable terms required by the Escrow Agent in connection with the performance of its duties and obligations hereunder; and

(ii) to the extent escrow fees are charged by the Escrow Agent to the Consultant on a per licensee basis or are otherwise charged in such a manner so as to be reasonably allocable to the Organization, the payment by the Organization of such fees specified by the Escrow Agent from time to time, as more particularly set out in Section 5.1(d) of this Agreement (it being acknowledged by the Consultant that, as of the date hereof, no fees are charged in such a manner by the Escrow Agent).

2.8 Ownership and Disposition of Documents

The Organization shall be the exclusive owner of all materials and documents which were developed or prepared by the Consultant specifically for the Organization pursuant to this Agreement. All materials and documents which were developed or prepared by the Consultant for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of the Consultant.

ARTICLE III
CONSULTING SERVICES

3.1 The Consultant's Services

Prior to the Completion of Services, the Consultant agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization:

(a) Oversee and implement the conversion from the Organization's existing utility billing and customer service system to CIS Infinity substantially in accordance with the implementation process and timetable attached hereto as Schedule "B".

(b) Install the Software, perform necessary set up and configuration operations, perform initial testing and parallel testing as described in Schedule "B" attached hereto.

(c) Provide the training outlined on Schedule "B" attached hereto to Designated Staff Members of the Organization.

3.2 Performance by Consultant

(a) Manner of Performance -- The Consultant shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.

(b) Consultant's Discretion -- The Consultant shall determine in its sole discretion the manner and means by which the Services shall be performed.

(c) Conduct on Organization's Premises -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization. The Consultant agrees, while working on the Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.

(d) Inquiries by Organization -- The Consultant shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.

3.3 Performance by Organization

(a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its Designated Staff Members and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services.

(b) Required Programs. The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in the attached Schedule "A", and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Organization further acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.

(c) Project Manager -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with the Consultant to facilitate the successful completion of the implementation process and who shall be responsible for supervising the Designated Staff Members of the Organization and their co-operation with and participation in such process.

3.4 Support Agreement

Concurrently with the execution and delivery of this Agreement, the Consultant and the Organization have entered into a support agreement (the "Support Agreement") in the form of and on the terms set out in the attached Schedule "C" which shall apply in respect of the ongoing services and support to be provided by the Consultant to the Organization following the expiry of the Warranty Period. Notwithstanding the ongoing application of the Support Agreement, the terms and conditions of this Agreement, insofar as they relate to the Software and the Documentation and the rights and obligations of the parties with respect thereto, shall

continue to apply and the Support Agreement is not intended to, nor will it, apply to the exclusion of this Agreement.

3.5 Stages of Services

For descriptive purposes, this provision is intended to set out the three stages pertaining to the Services and the ongoing support and maintenance of the Software. They are as follows:

(a) Start to Completion of Services – during this stage, all Services will be performed and the Software will be tested to the reasonable satisfaction of the Organization, until the Organization is prepared to commit to the Software as its predominant billing system.

(b) Warranty Period – recognizing that the Software will require additional management and adjustment once it is used as the Organization's predominant billing system, the Warranty Period is the time period during which the Consultant will initially remedy program defects, errors and malfunctions, with a view toward "fine tuning" the Software and tailoring it to the Organization's particular needs.

(c) Support Phase – following expiry of the Warranty Period, for so long as a Support Agreement is in effect, the Consultant shall be required to correct any programming defects, errors and malfunctions, and provide the Organization with any updates of, or modifications to, the Software.

For greater certainty, during each of the above phases (subject only to the requirement that an effective Support Agreement is in place during the Support Phase), the Consultant will be required to correct any programming defects, errors and malfunctions which may occur in respect of the Software.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

4.1 Warranty of Performance

The Consultant warrants to the Organization that the Software will perform for the Warranty Period, if the Software is properly used in accordance with the Consultant's instructions. The Organization shall be deemed to have accepted such Software if the Organization does not give a written statement of errors or malfunctions to the Consultant within the Warranty Period. This warranty is void if the Organization or any other third party changes or modifies the Software. Examples of such changes or modifications include, but are not limited to, data modifications from third party software, the de-compiling and modifying of the source code, and tampering with the base set-up of the system.

4.2 Intellectual Property Rights

The Consultant warrants:

(a) that it has the full right, authority and power to enter into this Agreement and to grant to the Organization the licenses and rights conveyed by this Agreement; and

(b) that the Software is an original work of authorship and does not infringe the intellectual property rights of others.

4.3 Corrections

The Consultant covenants that it will make corrections of program malfunctions which are reported in writing to the Consultant during the Warranty Period and which are necessary for the Software to conform to the description provided in Schedule "A". The Organization agrees to allow the Consultant the opportunity to make repeated efforts within a reasonable time to correct programming errors or malfunctions as warranted in this Agreement.

4.4 No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, the Consultant does not represent or warrant and the Organization acknowledges that there are no further representations or warranties:

(a) that the functions contained in the Software will operate in the combinations which may be selected for use by the Organization or will meet the Organization's requirements and satisfy its intended results; or

(b) that the operation of the Software will be error free or that:

(i) any programming errors will be corrected after the Warranty Period, or

(ii) any updates of, or modifications to, the Software will be made available to the Organization after the Warranty Period,

in each case unless there is an effective Support Agreement in place after the Warranty Period in respect of the period of time during which any such programming errors require correction, or any updates of, or modifications to, the Software, are developed by the Consultant and made available to the other licensees of the Software.

ARTICLE V
FEES AND PAYMENTS

5.1 Fees and Payments

(a) The Organization agrees to pay the Consultant total licence fees of $68,000, consisting of fees for both the Server License and the User Licenses. In addition, the Organization agrees to pay Consultant an hourly rate of $120.00 per hour as

compensation for providing the Services to the Organization. The fee structure and payment schedule is outlined in the attached Schedule "D".

(b) The Services will be charged to the Organization at the rates and under the schedule set forth in Schedule D, on a fixed price basis subject to the maximum cost to the Organization of $162,000.00. As used in this Article V, "fixed price" means that in no event will the cost to the Organization of the Services exceed the maximum amount set forth in Schedule D, unless agreed upon in advance in a written Change Order signed by authorized representatives of both parties.

(c) The Organization shall reimburse the Consultant for its direct expenses, up to a maximum of $12,750.00 including, but not limited to:

(i) all reasonable travel costs including meal expenses of not more than $50.00 per diem (receipts provided) and a mileage charge of $.29 per km;

(ii) long distance telephone calls; and

(iii) all other reasonable expenses incurred in the performance of the Consultant's duties.

(d) In addition to all other amounts payable under this Agreement, to the extent escrow fees are charged by the Escrow Agent to the Consultant on a per licensee basis or are otherwise charged in such a manner so as to be reasonably allocable to the Organization, the Organization shall pay such fees charged by the Escrow Agent for performing its obligations under Section 2.7. The Consultant shall use its commercially reasonable efforts to negotiate the best possible fee structure with the Escrow Agent. The Escrow Agent may charge a one-time annual fee or a fee based on the number of beneficiaries entitled to access the Source. In either case, the Consultant shall be entitled to pass on to the Organization any fees relating to the Escrow Agent reasonably attributable to the Organization, provided that the Organization remains entitled to access the Source pursuant to Section 2.7(c). Upon receiving any invoice from the Escrow Agent that requires payment by the Organization, the Consultant shall submit the relevant invoice to the Organization, together with background documentation confirming the amount attributable to the Organization and evidence that the Consultant has paid the fees that are subject to such invoice. Within 30 days following receipt of such invoice, the Organization shall reimburse the Consultant for the amounts attributable to the Organization, as more particularly set out in the documentation submitted by the Consultant. The Consultant reserves the right to change the Escrow Agent from time to time in order to obtain the most appropriate package of fees and services, as determined by the Consultant, in its sole discretion. In the event that the Escrow Agent is replaced, prompt written notice of such replacement shall be provided to the Organization and the Organization shall execute any documentation reasonably required by the Escrow Agent in order to give effect to the provisions of this Agreement.

(e) Any amount not paid by the Organization to the Consultant when due, based on net 30 days, shall bear interest at 2% above the prime rate of interest as set by the Consultant's bank from time to time calculated monthly, not in advance.

(f) The fees herein do not include sales, uses, excise, personal property or other taxes or custom charges or duties or other duties of any locality or jurisdiction. To the extent the Organization is a tax-exempt entity, then, to the best of the Consultant's knowledge, as at the date hereof, the Organization will not be subject to goods and services tax, provincial sales tax or any other Canadian tax, nor will the Organization be subject to any custom charges or duties, in each case in relation to the license of the Software, the provision or delivery thereof pursuant to this Agreement, or the provision of the services contemplated by this Agreement.

5.2 Change Orders

With respect to proposed changes to the Scope of Work that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of the Consultant applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to the Scope of Work to cover the additional work effort required of it. Approval of any such proposed changes to the Scope of Work will not be unreasonably withheld (it being acknowledged that any such material changes to the Scope of Work may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes to the Scope of Work shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

ARTICLE VI
REMEDIES AND LIABILITY

6.1 Remedies and Liability

(a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

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

(i) FOR BREACH OR DEFAULT BY THE CONSULTANT OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, INCLUDING A BREACH OF DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS AGREEMENT AND WHETHER IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL BREACH, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS AGREEMENT, SHALL BE PAYMENT BY THE CONSULTANT OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND THE CONSULTANT SHALL IN NO EVENT BE LIABLE IN EXCESS OF $1,000,000.00. WITHIN THE MAXIMUM AMOUNT, ANY AND ALL LEGAL AND OTHER DIRECT DAMAGES MAY ONLY BE INCLUDED IF REASONABLE AND PRUDENT.

(ii) CLAUSE (i) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

6.2 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

ARTICLE VII
INDEMNITY

7.1 Indemnity

The Organization shall indemnify and save harmless the Consultant, its successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, only from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by the Organization of any obligation contained in this Agreement to be observed or performed by the Organization, or any wrongful act or negligence of the Organization or its agents or employees which relates to this Agreement, howsoever arising. The Organization acknowledges and agrees that this indemnity shall survive any termination of this Agreement.

ARTICLE VIII
GENERAL

8.1 Force Majeure

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

8.2 Confidentiality

(a) Duty Owed to the Organization -- The Consultant acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Consultant or through the fault of the Consultant, the Consultant agrees:

(i) to maintain this information in confidence;

(ii) not to use this information other than in the course of this Agreement;

(iii) not to disclose or release such information except on a need-to-know only basis;

(iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of the Consultant; and

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

(b) Duty Owed to the Consultant -- The parties agree that if the Organization shall breach any term of Section 2.8 of this Agreement entitled "Ownership of Software and Confidential Information", then the Consultant shall have the right to terminate this Agreement and the grant of licences herein forthwith without giving notice as set forth in Section 8.3(b).

8.3 **Termination**

(a) If the Consultant should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify the Consultant in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Consultant must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within 15 days immediately following receipt of a Default Notice. If the Consultant fails to correct the default, or issue a notice disputing the alleged default, in either case within 15 days following receipt of the Default Notice, the Organization may terminate the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to the Consultant of only that part of the fee earned by the Consultant for those Services performed up to the time of communication of such notice of termination to the Consultant.

(b) If the Organization should fail to comply with its obligations under this Agreement, the Consultant must notify the Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to the Consultant, or issue a written notice of its own disputing the alleged default, in either case within 15 days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within 15 days following receipt of the Default Notice, the Consultant may terminate the whole of this Agreement including the grant of licence to the Software and in such case the Organization will be responsible for payment to the Consultant of only that part of the fee earned by the Consultant for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.

8.4 **Procedure on Termination**

If this Agreement is terminated prior to the Completion of Services, then within 15 days following such termination, the Organization shall return the Software to the Consultant and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have been returned to the Consultant. If this Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services but it shall not be entitled to any additional User Licences, nor will it receive updates of, or modifications to, the Software made by the Consultant. Finally, it will not be entitled to access the Source through exercise of the licence granted pursuant to Section 2.7 of this Agreement. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality.

8.5 **Arbitration**

Each of the parties hereto agree that any claim or dispute between them arising out of or relating to the terms of this Agreement shall be resolved by compulsory binding arbitration conducted by a retired Ventura County Superior Court Judge of the State of California or other qualified person the Parties mutually agree upon. The claim or dispute being arbitrated shall be resolved in accordance with California law.

The arbitration proceedings shall be governed by the laws and procedures governing civil judicial proceedings including, but not limited to, discovery statutes. Each Party shall comply with all applicable laws relating to binding and compulsory arbitration, the directions given by the Arbitrator and the provisions of this Agreement. The determinations made by the Arbitrator, if within the scope of the Arbitration and the Arbitrator's function, shall be binding and conclusive on the Parties and shall be enforceable in the manner provided by law.

The Arbitrator shall be selected in the following manner:

(a) The Party initiating the arbitration ("Initiating Party") shall prepare and submit to the other Part a list ("List") containing the names of not less than three (3) retired Superior Court Judges all of whom the Initiating Party believes are qualified to serve as Arbitrator. The names of the judges on the List shall be numbered consecutively.

(b) The Party upon whom the List is served, within ten (10) calendar days after service of the List, shall either:

(i) select one of the named retired judges to act as Arbitrator, in which case that retired judge shall serve as the Arbitrator; or,

(ii) strike one (1) name from the List.

(c) Upon expiration of said ten (10) day period, if no selection is made, the Arbitrator shall be the retired judge on the List with the lowest number next to his name, unless that judge's name was stricken during the ten (10) day period by the non-initiating Party.

(d) If, for any reason, the retired judge designated as the Arbitrator is unwilling or unable to serve as the Arbitrator, the judge on the List with the next lowest number whose name was not stricken shall be the Arbitrator. In the event that none of the three (3) retired judges names on a List are willing or able to serve as the Arbitrator, the Initiating Party shall prepare and submit a new List, containing the names of not less than three (3) retired judges, and the above described procedure shall be followed until an Arbitrator is selected.

Each Party hereto herby agrees to pay one-half of the compensation to be paid to the Arbitrator, and except as otherwise expressly provided herein, each Party shall bear its own costs and expenses of arbitration, including but no limited to, attorney's fees and related costs.

By way of illustration, if the List served by the Initiating Party upon the other Party has the names of three (3) retired judges, A, B and C, number 1, 2 and 3, respectively; and number 1 is stricken, then B, Number 2, shall be deemed, for all purposes, to be the selected Arbitrator.

8.6 **Accounts and Records**

The Consultant shall:

(a) keep proper and detailed accounts in accordance with accepted accounting practices of all factors entering into the computation of the amounts payable pursuant to this Agreement; and

(b) for a period of two years from the date of Completion of Services by the Consultant, preserve all accounts and other documentation relating to the Organization and keep them available for inspection by the Organization or its representative, at any time. The Consultant agrees that this obligation shall survive any termination of this Agreement.

8.7 **Addresses for Notice**

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

ADVANCED UTILITY SYSTEMS CORPORATION
2235 Sheppard Avenue East, Suite 1400,
Toronto, Ontario M2J 5B5
Attention: Steven Hammond
Telephone: 416-496-0149, extension 221

and in the case of the Organization, to:

CAMROSA WATER DISTRICT
7385 Santa Rosa Road
Camarillo, CA 93012-9225
Attention: Frank Royer
Telephone: 805-482-4613

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 8.7.

8.8 Assignment

(a) This Agreement is not assignable by the Organization without the prior, express, written permission of the Consultant, which may not be unreasonably withheld. The licenses granted hereunder and the Software may not be sublicensed, assigned or transferred.

(b) Without derogating from the Consultant's right to withhold its consent to an assignment of this Agreement, no permission shall be granted unless the assignee executes an assumption agreement in favour of the Consultant, in form and substance satisfactory to the Consultant. Furthermore, as a condition to granting its consent to any assignment of the Agreement by the Organization, the Consultant may require that the assignee agree to pay an additional server license fee based on any additional User Licenses it purchases within a one year period following the assignment. The Server License fee set out in Schedule "D" hereto has been established on the basis of the Server License supporting approximately 6 User Licenses. To the extent that the Agreement is assigned by the Organization, and the assignee requires additional User Licenses to support its customer base, then in addition to the then applicable User License fee, the Consultant shall be entitled to receive, and the assignee shall pay, an additional Server License Fee equal to the then prevailing server license fee, based on the existing tiered pricing structure, required by the assignee within one year following the said assignment. The provisions of this Section 8.3(b) shall apply *mutatis mutandis* to any subsequent assignments occurring after the first assignment.

8.9 Reorganizations

The Organization acknowledges that the Server License fee set out in Schedule "D" hereto has been established on the basis of the Server License supporting approximately 6 User Licenses. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional User Licenses to support its Server License, then in addition to the then applicable User License fee, the Consultant shall be entitled to receive, and the Organization shall pay, an additional Server License fee equal to the then prevailing server license fee, based on the existing tiered pricing structure, that the resulting entity purchases within one year following its Reorganization. The provisions of this Section 8.9 shall apply *mutatis mutandis* to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 8.9 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already purchased a Server License from the Consultant. For purposes of

this Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 8.8 will apply, or a Re-organization, in which case Section 8.9 will apply, but it is not intended that Sections 8.8 and 8.9 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

8.10 Binding Agreement and Enurement

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.11 Entire Agreement

This Agreement shall constitute the entire agreement between the parties pertaining to the provision of Services, and will supersede all prior and contemporaneous agreements, understandings, negotiations and discussions between the Consultant and the Organization whether oral or written in respect of this matter. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

8.12 Governing Law

This Agreement shall be construed and enforced in accordance with the laws of State of California and the federal laws of United States of America applicable therein.

8.13 Invalidity

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

8.14 Waiver

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

8.15 Counterparts

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

8.16 Insurance

GENERAL CONDITIONS

Safety - The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property. In carrying out his/her work, the Consultant shall at all

times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

Liability Insurance - The Consultant shall provide and maintain at all times during the performance of the work under this agreement, the following commercial general liability, professional liability and automobile liability insurance:

Coverage - Coverage shall be at least as broad as the following:

1. Coverage for Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement.

2. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).

3. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).

Limits - The Consultant shall maintain limits no less than the following:

1. Professional Liability - One million dollars ($1,000,000) per claim and annual aggregate.

2. General Liability - One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Organization) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

3. Automobile Liability - One million dollars ($1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Organization, its directors, officers, employees, and authorized volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage).

The coverage shall contain no special limitations on the scope of protection afforded to the Organization, its directors, officers, employees, or authorized volunteers.

2. For any claims related to this project, the Consultant's insurance shall be primary insurance as respects the Organization, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the Organization, its directors, officers, employees, or authorized volunteers shall not contribute to it.

3. Any failure to comply with the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the Organization, its directors, officers, employees, or authorized volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Such liability insurance shall indemnify the Consultant and his/her sub-consultants against loss from liability imposed by law upon, or assumed under contract by, the Consultant or his/her sub-consultants for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability and completed operations liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the Organization.

All of the insurance shall be provided on policy forms and through companies satisfactory to the Organization.

Workers' Compensation Insurance - By his/her signature hereunder, Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement.

Workers' Compensation and Employer's Liability Insurance - The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this contract, all in accordance with the

"Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance with limits of no less than $1,000,000 each accident, $1,000,000 disease policy limit, and $1,000,000 disease each employee.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the Organization. At the option of the Organization, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the Organization.

Evidences of Insurance - Prior to execution of the agreement, the Consultant shall file with the Organization a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-4.

The Consultant shall, upon demand of the Organization, deliver to the Organization such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the Organization at least ten (10) days prior to the expiration date.

Sub-Consultants - In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

Indemnification - To the fullest extent permitted by law, Consultant shall indemnify and hold harmless and defend Organization, its directors, officers, employees, or authorized volunteers and each of them from and against:

a. When the law establishes a professional standard of care for Consultant's services, all claims and demands of all persons arising out of the performance (or actual or alleged non-performance) of the work under this agreement, for damages to persons or property due to the Consultant's negligent or willful acts, errors or omissions committed. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to Organization nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

b. Other than in the performance of professional services, all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct of the Organization, its directors, officers, employees, or authorized volunteers.

c. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.

d. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Consultant to faithfully perform the work and all of the Consultant's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Organization or its directors, officers, employees, or authorized volunteers.

Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Organization or its directors, officers, employees, or authorized volunteers, in any and all such aforesaid suits, actions, or other legal proceedings.

Consultant shall reimburse Organization or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Organization or its directors, officers, employees, or authorized volunteers.

8.17 **Further Assurances**

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

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first written above.

ADVANCED UTILITY SYSTEMS CORPORATION

Per: _____

Name: Steven Hammond
Title: Vice -President

CAMROSA WATER DISTRICT

Per: _____

Name: Richard H. Hayes
Title: General Manager

Per: _____

Name:
Title:

Schedule "A"
Detailed Description of Software

CIS Infinity is 32 -bit object-oriented software that operates in a Windows 2000/XP/2003 environment. The basic package is comprised of the following individual modules and sub-modules that perform the basic functions of a billing and customer service operation and includes all related media and other materials:

MODULES AND SUB-MODULES	
• Alerts/Actions	• Customer Service Inquiry
• Advanced Reports	• Financial Reports
• Billing	• Inventory Management
◦ Auto Final Bill	◦ Backflow Device
◦ Bill Re-print	◦ Electric Meter
◦ Bill Journal	◦ Gas Meter
◦ Cancel-Re-bill Process	◦ Instrument Transformer
◦ Cycle Billing	◦ Key Management
◦ Estimating	◦ Propane Tank
◦ Exceptions	◦ Solid Waste
◦ Final Billing	◦ Streetlight
◦ Pre-Exceptions	◦ Water Heater
◦ Regular Billing	◦ Water Meter
◦ Manual Billing	◦ Transformer/Loading
◦ Flat Rate Billing	• Loans
◦ Service Add/Remove	• Memberships
• Cash Register	• Meter Reading
◦ Bill Payment	• Move In/Move Out
◦ Credit Card Authorization	• Multiple Receivables
◦ OCR/Barcode Scanning	• New Services
◦ Receipt Printing	• Payment Processing
◦ Sundry Payments	◦ Adjustments
• Collections	◦ Bank File Import
◦ Arrangements	◦ Deposits
◦ Assistance Agency	◦ Payments
◦ Bankruptcy	◦ Penalties
◦ Credit Rating	◦ Post Dated Checks
◦ Disconnect/Reconnect	◦ Third Party File Import
◦ Late Charge/Discount	• Period End Routines
◦ Notices	• Point of Sale
◦ Post-Date Inquiry	• Pre-Authorized Payment
◦ Write-Offs	• Rate Management
◦ 3rd Party Notification	• Scheduler
• Contact Management	• Service Orders
• Correspondence Management	• Security

2. Required Programs

- Windows 2000/XP/2003
- Appropriate Network Software
- Remote access software compatible with the Consultant's Remote Access Policy (attached as Exhibit 3)

Project Scope of Work

Camrosa Water District

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Section 1 - Project Overview

Implementation of CIS Infinity

The project is defined as the provision of the CIS Infinity comprehensive customer information and billing software, by Advanced Utility Systems Corporation (Advanced) to Camrosa Water District (Camrosa Water). The project as outlined in this Scope of Work encompasses all aspects of Camrosa Water's CIS Infinity implementation, including but not limited to project management, data conversion, software control file configuration and training. CIS Infinity will be installed and configured to meet the customer information and billing needs identified by Camrosa Water through the selection process. CIS Infinity will replace the current utility billing system at Camrosa Water.

Camrosa Water bills for the following services:

- Potable Water
- Non—potable Water (Surface Water and Reclaimed Water)
- Wastewater Service
- Backflow Maintenance

The project will address solutions for the following major functional areas, as defined by Camrosa Water:

- Utility Billing/Customer Information
- Customer/Account information
- Rate calculation based on the rate configuration in place at project start-up
- Cash activities
- Collections
- Meter Inventory
- Backflow Device Maintenance
- Customer Service Inquiries/ Service Orders

In order to meet the needs of Camrosa Water, solutions will be provided to interface with the following existing systems as per Camrosa Water's identified requirements:

- MOM Accounting System, using an existing file format
- Automated Meter Reading (AMR) database
- Manually read meter Reads Input from Alexanders meter reading company
- GIS System
- Lockbox Cash Receipts from RT Lawrence, using an existing file layout

- Bill Printing services from InfoSend, using the existing file format used by InfoSend
- Telephone Voicemail System, by attaching a WAV file to a customer account.

Project Goals and Objectives

Key project goals as agreed upon by Advanced and Camrosa Water include:

- The installation and implementation of CIS Infinity as defined in the Scope of Work and Implementation Plan.
- Conversion of data from the current utility billing system used by Camrosa Water.
- Training as outlined in the Training Plan.
- Project Management.

Implementation Strategy – Specific Goals and Objectives

The implementation methodology incorporated into this schedule divides the implementation of CIS Infinity into four strategic stages:

- Start-up – planning, initial configuration, conversion.
- Soft Parallel – core test team training, process review, conversion testing, and soft parallel testing.
- Hard Parallel – data refresh, trial balance, QA testing, hard parallel testing.
- Transition to Live.

Stage 1 – Start-up Goals and Objectives

- Assemble the project teams for Advanced and Camrosa Water.
- Review of the Orientation Questionnaire.
- Review and finalization of the installation timeline.
- Orientation and project kick-off meeting.
- Data extraction (first set).
- Initial data conversion.
- Initial configuration.
- Interface Design Specification review.
- Installation of software/data on Camrosa Water's server.
- Review of initial conversion and configuration.

Stage 2 – Soft Parallel Goals and Objectives

- Overview and Daily Processes training.
- Testing of converted data after overview training.
- Daily Processes Soft Parallel.
- Cash Training.
- Cash Processes Soft Parallel.
- Collections Training.
- Collections Soft Parallel.
- Service Order Training.
- Billing Training.
- Billing Soft Parallel.
- Backflow Device Inventory.
- Water Meter Inventory Training including Remotes.
- Water Meter Inventory Soft Parallel.
- Reports Training.
- Month / Year End Training.
- Administrator Training.

Stage 3 – Hard Parallel Goals and Objectives

- Hard Parallel conversion preparation.
- Hard Parallel data extraction.
- Trial balance and QA testing.
- Hard Parallel.
- Parallel production issues resolution.

Stage 4 – Transition to Live Goals and Objectives

- Data extraction (final set).
- Data conversion (final run).
- Final balance and QA testing.
- Cutover plan execution.
- Production issues resolution.
- Transition to Live/Post Live/Warranty Period.

Timeline

An implementation timeline has been established, identifying a target date for live use of CIS Infinity billing and customer service software of five months after Start of Work. An implementation plan has been included in Section 5, Project Implementation Plan.

It is understood that this timeline may change based on written agreement between Camrosa Water and Advanced, following the Change Order provision included in the Software License Agreement.

Scope of Work (General Obligations)

The implementation of CIS Infinity is to be completed through a shared effort by Advanced and Camrosa Water, which includes but is not limited to the following:

Primary Roles of Advanced:

- Provide and install CIS Infinity Software on Camrosa Water's computer server and client workstations.
- Provide data conversion programming and loading as identified in the Project Schedule.
- Provide configuration and consulting for interfaces as identified in this Scope of Work.
- Configure the software to meet the needs of Camrosa Water as outlined in the Specifications section of the Scope of Work and the bizProfiler (on line, electronic Orientation Questionnaire) that will be completed by Camrosa Water at the start of the implementation phase.
- Provide training services to assist Camrosa Water with its use of the Software.
- Provide on-going issue resolution and software update support.
- Provide testing protocol worksheets to support soft parallel testing.

Primary Roles of Camrosa Water:

- Provide specifications approval, where necessary, to enable Advanced to fulfill its duties for data conversion programming and system configuration.
- Provide adequate training facilities during implementation. The training facility will include the following items:
  - Four (4) computers (one for each student plus one for the trainer)
  - Printer
  - Projector (connected to the training computer)
  - White board
  - Phone (or access to a phone)

- Test CIS Infinity software configuration, data conversion and modifications to the functionality for accuracy.
- Operate the CIS Infinity software for its own business practices within the parameters of the Software License Agreement.

Specific Obligations of Advanced:

Delivery of CIS Infinity software and services:

- Advanced shall deliver CIS Infinity software and services associated with that delivery and Camrosa Water shall accept such delivery, based on the installation timeline established during the Start-up Phase.

CIS Infinity software installation:

- Advanced will provide installation of the CIS Infinity software at Camrosa Water's location. Advanced will install CIS Infinity on a server(s) and PCs designated by Camrosa Water. Following the initial installation, Camrosa Water will be responsible for installing the software on all other PCs.

Control File Configuration and Maintenance:

- Maintain control file responsibility through the Go Live stage. (Responsibility for system control files will transition to Camrosa Water following Go Live.)

Training:

- Advanced will deliver training held at Camrosa Water's location, unless otherwise determined by both parties. The quote included in this Scope of Work identifies the allocation of training hours, as well as the conversion, configuration, consulting and project management hours included in this Agreement.
- The allocation of hours between project management, conversion, configuration, consulting, and training categories may be adjusted from one category to another, by mutual agreement and as may be in the best interest of a successful implementation.

Project Management:

- A Project Manager stationed at Advanced shall be assigned to coordinate all implementation activities related to CIS Infinity.

Specific Obligations of Camrosa Water:

a) Procurement of hardware. Camrosa Water shall be responsible, at its expense, for procuring and maintaining the computer hardware and systems software consistent with the specifications set forth in the attached Technical Specifications, and for

updating the hardware configuration as may be needed from time to time. If not yet completed, Camrosa Water shall complete its procurement and installation of the computer hardware and associated system software at least fifteen (15) days before the CIS Infinity software installation date.

b) Access to facilities and employees. Camrosa Water shall provide Advanced access to Camrosa Water's equipment and employees and shall cooperate with Advanced as reasonably necessary for Advanced to perform its project management, installation, configuration, training, support and other obligations under this Agreement. Camrosa Water shall devote the necessary equipment, facilities, personnel and other resources reasonably necessary to (a) implement the CIS Infinity software, (b) be trained in the use of the CIS Infinity software and (c) begin using the CIS Infinity software in production on a timely basis as contemplated by this Agreement.

c) Camrosa Water will provide competent staff during the implementation phase as identified below:

- Project Manager.
- Core Test Team (Camrosa Water staff) – for testing accuracy of configuration.
- Accountant (general ledger) – for testing accuracy of G/L figures.
- Programmer/Analyst – for specifications related to conversion and configuration.
- Database Administrator – for ongoing database management.
- Network Administrator – for network and operating system management.
- Data Entry Personnel – to enter historical data not electronically converted (where necessary and appropriate).

Primary tasks for Camrosa Water identified in this section are listed below:

- Manage installation and operation of hardware and network.
- Identify software configuration requirements.
- Document software configuration.
- Test software configuration and verify results in writing.
- Create written specifications with screen prints of data conversion anomalies.
- Provide Microsoft Access files of data to be converted.
- Validate and test any converted data and verify results in writing.
- Test all system processing before live operation and verify results in writing.
- Provide ongoing system and database administration.

- Assume management and updating of the production account database.

d) Training Facility. Camrosa Water shall provide a suitable training environment for training classes held at Camrosa Water's location including a computer for each user, network access and access to a photocopier and fax. Class size is not to exceed 8 users. Camrosa Water shall provide an Internet connection (at least 128 kilobytes of bandwidth), and access to a printer from the training room.

e) Internet access. Camrosa Water agrees to maintain, for the duration of this Agreement and any renewal hereof, an Internet connection consistent with the Advanced Remote Access policy which will allow unassisted access to Camrosa Water's server system to facilitate updates and remote support.

f) Obtain third party training. Camrosa Water shall ensure that its system and database administration staff is sufficiently trained on database management. Training for the database is arranged separately by Camrosa Water with the respective database vendor.

Modifications, Specifications and Acceptance

During the implementation phase, should Camrosa Water require any modifications to the software and/or interfaces not previously identified or included in this Scope of Work, the following approach would apply.

Formal Modification and Acceptance Process

The following steps are meant to outline the actions that must occur whenever software interface and modifications are proposed:

Stage 1 – Specifications

When any interface or modification to the software is requested, a thorough process should be undertaken to document the exact results associated with the requested interface.

In the case of a Change Order, where the creation of the specification requires considerable work from Advanced, Advanced will notify Camrosa Water and upon mutual agreement to proceed, Advanced will bill for specification development.

The specifications should include the following:

- A purpose statement that defines the need for the interface or modifications and clearly describes why the interface or modification is required and how this feature will be used by Camrosa Water.
- A clear definition of the integration to and from any interfaces with external systems that may be desired.
- A description of any variables or required points of flexibility that must be defined into the interface or modification.

- If any calculations are to be a part of the interface or modification, the specification must include the logic, which should be used to derive calculated values. This portion of the request for specification should include several examples.
- A discussion of any special circumstances or various business rules that many apply.
- A description of any checks or edits that may be necessary.
- A description of the desired cosmetic presentation.
- Any graphical exhibits that will aid Advanced in the creation of the interface or modification.
- If magnetic media is to be produced, file layouts with detailed field descriptions must be provided.
- The specification should be signed by Camrosa Water to indicate that the interface or modification does represent complete requirements for the interface or modification and that Camrosa Water will accept the software interface or modification if delivered according to the specification.
- The specification should only be written after a discussion with an Advanced analyst so that the interface or modification can be written in such a way that the existing software design is taken into account. Where the creation of the specification requires considerable assistance from Advanced, Advanced will notify Camrosa Water and upon mutual agreement to proceed, Advanced will bill for specification development on an hourly basis.

Stage 2 – Quote Process

- Upon receiving the signed detailed written specification Advanced will verify its original quote to complete the interface or modification.
- In the event of a Change Order, if the original programming quote is insufficient, Camrosa Water must approve proceeding by signature before any work can be done.
- Upon Camrosa Water's approval, the quote is assigned a task number at Advanced and an estimated time for delivery of the interface or modification will be given.

Stage 3 – Specification Review

- A conference call will be initiated by Advanced to discuss the specification. Camrosa Water must ensure that Camrosa Water representatives who are knowledgeable about the interface or modification requirements participate.
- Any changes or additions to the specification that are discussed verbally, which are intended to be part of the interface or modification should be sent

to Advanced as an amendment to the specification. Amendments to the specification must also be signed by Camrosa Water.

- Interface or modification amendments will likely affect the bid amount; Advanced will therefore produce an updated bid after receiving the interface or modification amendment.

Stage 4 – Programming

- Advanced programmers will complete the interface or modification as specified. If questions arise during the programming stage, Camrosa Water must submit amendments to the original specification in writing with signature.

Stage 5 - Quality Assurance

- When the programmer has completed the interface or modification according to the written specifications and any amendments, the program interface or modification and the specifications shall be delivered to the Advanced Quality Assurance division where module testing shall occur. This level of testing is alpha testing.

Stage 6 – Modification Delivery

- When the interface or modification passes quality assurance testing within Advanced, it will be delivered by electronic means to Camrosa Water. Camrosa Water shall acknowledge delivery of the interface or modification in writing.

Stage 7 – Acceptance

- Camrosa Water shall have 30 days to complete beta testing to validate that the interface or modification does operate as specified.
- Advanced will accept written requests for changes during the 30 day beta test period that are necessary to cause the interface or modification to operate as described in the original specification.
- Additional interfaces or modifications outside the scope of the original specification, which may be requested, shall go through this formal interface / modification and acceptance process and will not be considered deliverable as part of the original specification.
- Acceptance of the interface will occur when 30 days have passed since the delivery of the interface or modification; or when 30 days have passed since the latest delivery of updates to the interface or modification that make the interface or modification operate as originally specified. Cosmetic preferences of Camrosa Water or functionality beyond the original specification (with amendments) will not delay acceptance of the interface or modification.

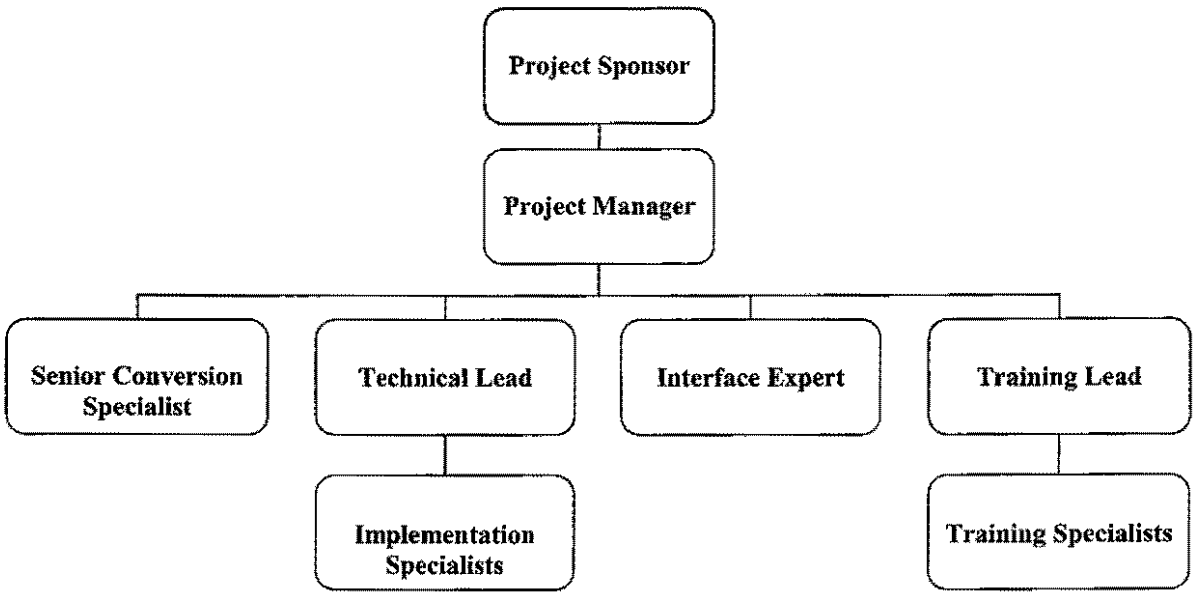
Project Organization & Staffing

A successful implementation requires a commitment from both Advanced and Camrosa Water to ensure that expert staff are assigned to the process, and given the tools they need to complete the task. The proposed make-up of the project team is outlined in the chart shown below. This team structure has been successfully used at numerous client implementations throughout the past six years.

At this early stage, it is not our practice to propose specific individuals. Instead, Advanced will indicate the level of individual required, and a reporting structure. During start up, we will work with Camrosa Water to determine the best team.

Note: This organizational chart excludes specialists from Advanced who handle non-recurring items. For example, customizations would require system development resources.

Advanced Utility Systems - Proposed Implementation Team



Duties of Team Members

Advanced Team Members

Project Sponsor:

- The Project Sponsor represents a point of escalation for issues that require input beyond the Project Manager or the Core team levels. This person is a senior representative of Advanced who has decision-making authority.

Project Manager:

- Coordination of all activities to make the software operational
- Report to steering committee to ensure project delivered as projected, or with any changes explained
- Resource planning and scheduling
- Problem solving
- Relationship Management – Intra-team and with Camrosa Water
- Coordination of internal and external specialists – i.e. software developers
- People Management with Camrosa Water's Implementation team, and with the steering committees
- Assurance of the overall quality of work and contract adherence by Advanced implementation team members.

Senior Conversion Specialist:

- Map data from existing CIS solution to CIS Infinity
- Ensure data mapped into CIS Infinity is complete and accurate – through active knowledge of processes followed and results tested
- Trouble shoot problems
- Understand existing data structure and new data structure
- Oversee final data acceptance

Technical Lead / Implementation Specialists:

- Oversee the set-up of control files and create processes within CIS Infinity
- Understand Camrosa Water's rules, regulations and processes
- Work with Camrosa Water's team to modify/revamp processes and seek Project Manager support
- Document processes and practices where necessary
- Assist project manager in project management in areas such as timing and scheduling
- Responsible to relay business issues to Camrosa Water's implementation team
- Assist in system testing and overall quality assurance
- Advise testers of work required, sign-off procedures and timing

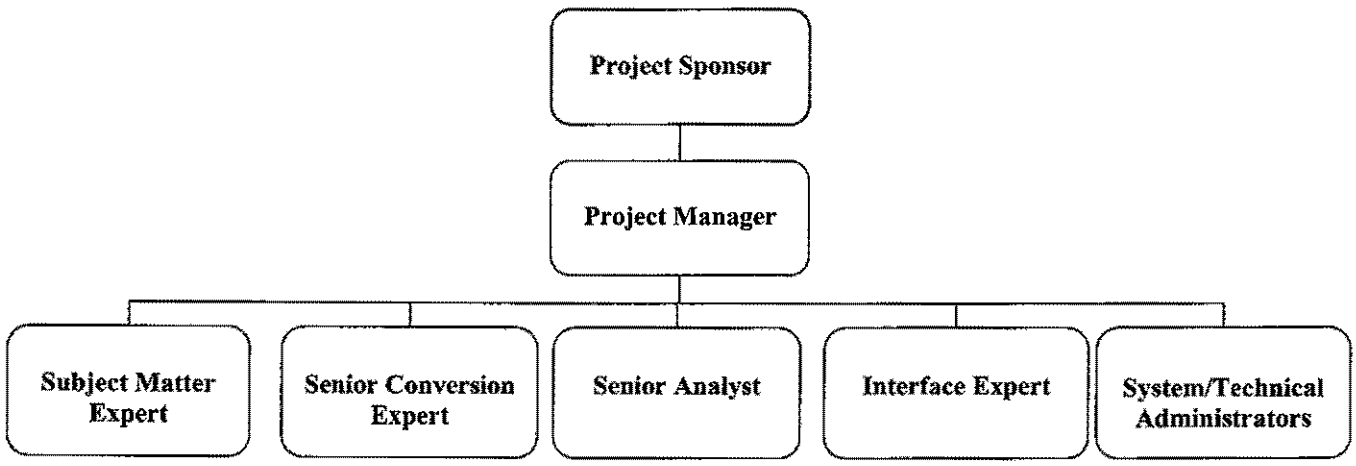
Interface Expert(s):

- Communicate with Camrosa Water's experts to gain complete understanding of interface requirements, set-up issues and timing hurdles
- Work with Advanced Utility Systems software developers to create the interface
- Set-up and test interface configuration
- Coordinate all testing of completed interfaces
- Ensure data sharing is optimized

Training Lead/Training Specialists:

- Create training plan and collect necessary approvals
- Provide training documentation as needed, customized where possible
- Lead training classes
- Address questions, concerns and issues
- Provide one-to-one assistance in system operation

Camrosa Water - Proposed Implementation Team



Duties of Team Members

Camrosa Water Team Members

Advanced recommends that a core team from Camrosa Water be assembled consisting of representatives from the following areas: Project Manager, Cash Staff, Billing Staff, Collections Staff, Technical Staff, Metering Staff, and Accounting Staff. The Project Manager and Billing representative can expect to devote significant time to the project. The rest of the staff, including an individual responsible for rates, can anticipate spending up to 50% of their time depending on exactly how Camrosa Water allocates their work and the phase of the project. A description of duties of team members is listed below:

Project Sponsor:

- The Project Sponsor represents a point of escalation for issues that require input beyond the Project Manager or the Core team levels. This person should be a senior representative of Camrosa Water who has decision-making authority.

Project Manager:

- Coordination of all activities to make the software operational
- Report to steering committee to ensure project delivered as projected, or with any changes explained
- Resource planning and scheduling
- Problem solving
- Relationship Management – intra-team and with the vendor
- Process Review and Reengineering
- Coordination of internal and external specialists
- Oversee project communications – to others in Camrosa Water

System Testers:

- Understand all system functionality
- Test critical system functions in different environments to ensure all elements of the implementation are thoroughly tested and operational
- Document existing processes and expected results
- Use Service Wise™ software to log errors and omissions
- Responsible for approval of implementation of software modules

Senior Conversion Expert:

- Document data requirements
- Extraction of data from existing CIS solution

- Ensure data mapped into CIS Infinity is complete and accurate – through active knowledge of processes followed and results tested
- Trouble shoot problems
- Oversee final data acceptance

Senior Analysts / Subject Matter Experts:

- Work with the Advanced team to modify/revamp processes and seek Project Manager support
- Document existing processes impacted by CIS
- Lead client input into the set-up of control files
- Assist project manager in project management in areas such as timing and scheduling
- Responsible to relay business issues to the Advanced implementation team

Interface Expert(s):

- Work with Advanced specialists to formalize requirements, timing, hours of work, and delivery schedule
- Develop interface specifications
- Coordinate all testing of completed interfaces
- Ensure data sharing is optimized

System / Technical Administrator:

- Oversees logistics to ensure technology is in place and working.
- Ensures other systems do not disrupt and configuration of CIS Infinity.
- Ensure server and desktop hardware is purchased, tested and operational
- Assist Advanced with set-up and configuration efforts
- Responsible for administrative details – i.e. preparation of training rooms
- Troubleshoot network, hardware and other system problems

Section 2 – Project Hours by Category

Conversion

The chart below outlines the hours required to complete the conversion of the Camrosa Water data, specifically from its existing utility billing software. The hours assume that Camrosa Water will extract the data from each current system into a single Access database and forward it to Advanced and will have a functional expert available to respond to questions that may arise relating to the data.

Item	Hours
Diagnose existing system a) Determine what data is available b) Determine what data is not available a) Determine what data can be trusted	30
Map data fields from the existing system to new system	80
Programming/testing of conversion code	80
Correct exceptions and problems in conversion code identified through testing	55
Perform ongoing conversions and ensure data mapping is correct	55
Total	300

Installation and Configuration

The chart below outlines the hours required to install the software at Camrosa Water, complete the configuration of CIS Infinity according to the functionality requirements of Camrosa Water (including non-customized interfaces) and testing of the software as it relates to Camrosa Water's requirements.

Item	Hours
Install Server Software	10
Install Client Software	20
Initial configuration of control files	200
Test all processes with installed settings	130
Support client testing of CIS Infinity processes through soft and hard parallel	160
Configuration of bill print and notices	30
Total	550

Training

Training is vital to maximizing the benefits of CIS Infinity. The hours quoted for training are detailed in the Training Plan included in Section 8 of the Scope of Work. No time may be reduced from the training budget or scope without prior authorization of Camrosa Water.

Training Hours: **250**

Project Management

The implementation of CIS Infinity will require Project Management efforts from Camrosa Water and Advanced. Camrosa Water and Advanced Project Managers will receive guidance from the Project Sponsors. The role of Project Managers are outlined in Section 1, Project Overview.

Project Management Hours: **300**

Fees

	Units	Unit Cost	Total
Software Licenses			
CIS Infinity Server Licenses	1	$50,000	$50,000.00
CIS Infinity User Licenses	6	$ 3,000	$18,000.00
Summary of Licenses			**$68,000.00**
Professional Services			
Conversion	250	$120	$30,000.00
Installation and Configuration	550	$120	$66,000.00
Training	250	$120	$30,000.00
Project Management	300	$120	$36,000.00
Summary of Services			$162,000.00
Total			**$230,000.00**

Section 3 – Modification Descriptions

No specific software modifications or customizations have been identified for Camrosa Water. If during the implementation process a modification is identified as being necessary to meet the Camrosa Water's requirements, the process outlined in Section 1 will be followed.

Section 4 - Hardware Recommendations

Recommended CIS Infinity Application and Database server

General	
Configuration	Intel Xeon Processor Server
Architecture	
Form factor	Rack Mountable or Tower Design
Processor(s) (Intel)	
Processor (CPU)	Xeon 3.6 GHz/1MB processor with 800 MHz system bus
Memory Standard	
Cache memory	1 MB level 2 cache per processor
Memory (RAM)	4 GB DDR SDRAM (preferably 2 x 2 GB chips for future expansion)
Network controller(s)	
Gigabit Ethernet NIC PCI	Dual Single port copper gigabit network adapters. (10/100/1000)
Storage Controller(s)	
SCSI Controller **SATA CONTROLLER CAN BE USED AS A SUBSTITUTE.**	PERC4/DC 2 internal channels – embedded RAID 128MB cache
Storage	
Diskette Drive	3.5" 1.44 MB
CD-ROM	8x DVD-ROM Drive
Hard Drives (Universal Hot Plug)	• Two 36 GB RAID1 System Drives • Two 110 GB RAID1 – Application Drives
Redundancy	
Cooling	Hot Plug Redundant fan
Power Supply	Hot Plug redundant power supply
Backup	
External Backup Unit	320 GB External Backup Unit
Industry Standards	
Approved certifications (preferred)	• ACPI 2.0 • PCI 2.2 • PXE • WOL • Physical Address Extension (PAE) Support
Operating System	Microsoft Windows 2003 Server
RDBMS	Microsoft SQL Server 2000 / 2003 Enterprise (Web Access) or Microsoft SQL Server 2000/2005 Standard (No Web Access)

Recommended desktop configuration

Primary users

General	
Configuration	Intel Pentium IV Single Processor
Architecture	
Form factor	Mini-Tower
Processor(s) (Intel)	
Processor (CPU)	Intel Pentium4 3.6 GHz 800MHz FSB
Memory Standard	
Cache memory	512-KB Integrated ECC L2 Cache
Memory (RAM)	1 GB DDR Non-ECC SDRAM, 400MHz
Storage	
Diskette Drive (Optional)	3.5" 1.44 MB
Optical Drive	48x CD-ROM or 16x DVD-ROM
Hard Drives	80 GB IDE Hard Drive 7200 rpm
Communications	
Fast Ethernet NIC	Integrated Gigabit Ethernet NIC PCI 100 MB
Video	
Internal Video	Integrated Video card with 128 MB of memory
Operating system	Microsoft Windows XP Professional with the latest service pack.

Applications

Installed applications	Microsoft Office 2000 /2003 Professional with the latest service pack

Secondary and casual users

General	
Configuration	Intel Pentium IV Single Processor
Architecture	
Form factor	Mini-Tower or Desktop format
Processor(s) (Intel)	
Processor (CPU)	Intel Pentium4 2.8 GHz 800MHz FSB
Memory Standard	
Cache memory	1MB Integrated ECC L2 Cache (can be substituted with 512 kb)
Memory (RAM)	512 MB DDR SDRAM
Network controller(s)	
Storage	
Diskette Drive **(Optional)**	3.5″ 1.44 MB
Optical Drive	48x CD-ROM or 16x DVD-ROM
Hard Drives	40 GB IDE Hard Drive 5200 rpm
Communications	
Fast Ethernet NIC PCI	Integrated Fast Ethernet NIC PCI 10/100
Video	
Internal Video	Integrated Video card with 64 MB of memory
Operating system	Microsoft Windows XP Professional with the latest service pack.

Applications

Installed applications	Microsoft Office 2000 or 2003 Professional with the latest service pack

Section 5 - Implementation Plan

Project Life Cycle – Overview

There are four major stages of a CIS Infinity implementation: Project Start-up, Soft Parallel, Hard Parallel and Transition to Live. Within each project phase are milestones that need to be achieved in order to move to the next project stage. Each phase also includes associated training with worksheets, which need to be generated and submitted to the Advanced Project Manager.

Project Start-up

During this first phase of implementation, the project teams at Advanced and Camrosa Water are assembled, Camrosa Water completes the Orientation Questionnaire and submits it to Advanced, Advanced analyzes the completed Questionnaire, the Advanced team allocates resources and project schedules and plans are solidified.

Project Plan

Camrosa Water and the Advanced Project Managers will discuss the project plan and internal project dates affecting project milestones (for example, third party delivery dates). Camrosa Water will manage the timeline of any third party vendors, which may affect project milestone dates and provides these dates to Advanced prior to base lining the project schedule. Any significant changes to the project timeline are to be communicated to and reviewed by Project Sponsors at Camrosa Water and at Advanced.

Significant changes affecting the overall scope of the project may necessitate the use of the Change Order process.

Change Order Process

Once the project baseline scope has been documented and agreed to by Camrosa Water and Advanced, any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Change Order process. A change must be identified and documented by the Project Managers and the schedule and costs impact assessed and documented. If there is no impact on the project schedule or costs then the change will be implemented in writing by the Project Managers. If the change impacts on the schedule or costs, then the Change Order process must be undertaken.

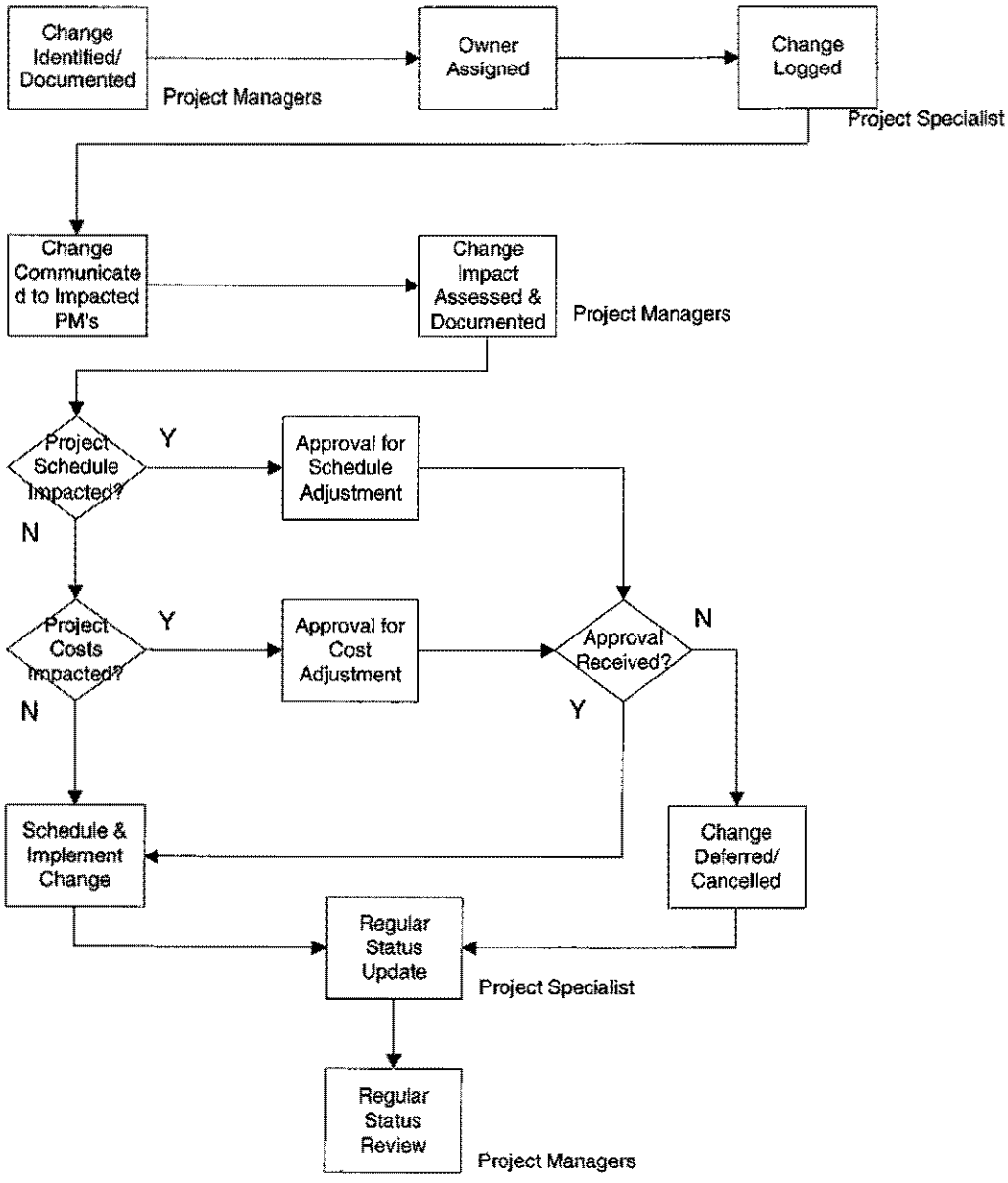
The following checklist will help analyze how proposed changes will impact the project:

- What are the proposed changes?
- How will the proposed change impact the schedule?
- Will it delay the project?
- Will it speed up the project implementation?
- Are there additional costs associated with the change?
- Which phase of the project will the change impact?

- What is the impact?
- What are the dependency tasks that the change will impact?
- What are the deliverables that the change will impact?
- What are the changes in resources being proposed?
- Does the change increase or decrease the level of risk?

Process Flow Diagram

The following diagram depicts how changes will be managed within this project.



Change Identified and Documented: A Change is usually initiated via the Change Order. When a request is deemed to be a change, the Project Manager enters this change process.

Change Owner Assigned: Through project meeting discussions, a single Change Owner is identified (normally a Project Manager). This person speaks to the change, ensures it is analyzed by the appropriate team members and works through any approval processes to determine final disposition.

Change Logged: An Access database will be established to control/log changes. The Project Manager logs a new change into the database where the change is given a control number. Included in this document is a copy of the Change form showing the information collected.

Change Communicated to Impacted Team Members: The Project Manager will ensure that each new Change is communicated (electronically where possible) to all impacted team members. The Change Owner will determine who these people are.

Change Impact Assessed and Documented: Each Project Manager is responsible for analysis of any change that may impact their project deliverables. Impact is documented in the Change database.

Project Schedule Impacted: If the change impacts the Project Schedule, the Change must receive Camrosa Water approval.

Project Costs Impacted: If the Change impacts project costs, the change must receive Camrosa Water approval.

No Cost/Schedule Impact: If the change does not result in any revisions to either costs or schedules, the change will be implemented as per the next step.

Schedule and Implement Change: If all necessary approvals are received (or none were required), the change is scheduled and implemented. If the project schedule is impacted, a new revised project schedule is created.

Change Deferred/Cancelled: If the change is not approved, the reasons are to be documented and it will be cancelled or deferred until after the project is completed.

Regular Status Update: Project Managers must be provided with any new information related to Change Status so that the database is kept current and the Change Summary form reflects current information. Project Managers will create a Change Summary report on request only.

Regular Status Review: Review of the ongoing status of changes is a mandatory item on each project management meeting agenda.

Data Extraction

The data residing in the existing billing system will be extracted by Camrosa Water into an Access database and provided to Advanced with detailed file layouts, according to dates established in the Project Plan.

Initial Conversion

The initial data conversion phase of CIS Infinity will average four to six weeks. The length of time necessary for conversion is dependent on several key factors including the state of the current system, operating platform and the level of cooperation provided by the designers, owners and/or maintenance staff of the existing software package.

The Advanced team will assess the specific needs of Camrosa Water and review the condition of the data to determine the ease of export transition from the existing platform. Camrosa Water will designate an individual who is familiar with the file structures and field level descriptions of the existing system to work in conjunction with our conversion team.

The Advanced technical team will convert the data and configure the software, based on the Orientation Questionnaire completed by Camrosa Water. The Advanced team will develop a conversion routine and configure the control files to reflect the current process.

Once the initial conversion has been completed, the Advanced team will test the data from the perspective of a programmer and an end user. From this testing a list of changes is sent to the Advanced conversion team in order to re-write or modify the conversion routines. After these changes have been implemented the data will go through a second phase of testing at Advanced.

System Configuration

The initial configuration of CIS Infinity typically takes four to six weeks. Ongoing set-up continues through the Installation, Training, Soft Parallel and Hard Parallel stages and varies depending on the complexity of the overall requirements.

The CIS Infinity control forms will be configured to reflect Camrosa Water's current procedures including rates, estimating, pro-ration, exception checking, penalties, customer types and transaction codes, as well as the creation of bill formats and notices.

During the initial configuration of the software, members of Camrosa Water's team will be available to answer questions regarding work processes as they are typically performed at Camrosa Water. These interviews will be coordinated by the Project Managers.

Installation

An Advanced technical specialist will conduct the installation of the software and data with the assumption that all hardware requirements have been met by Camrosa Water prior to installation. The initial installation of CIS Infinity generally takes place over one to two days. During this time training for Camrosa Water's technical staff will enable your technical team to perform future client installs on their own.

The CIS Infinity software and the converted data are loaded onto the server and on individual workstations. The Advanced technical team requires access to Camrosa Water's server during Installation and Camrosa Water's technical staff will work closely with Advanced during this time.

Overview Training will be conducted for the users following initial installation to ensure that they can access the system and use the converted data for testing purposes. To ensure an efficient and effective parallel process, Advanced recommends setting up a separate area for testing and training.

Configuration

Following the Start-up Phase, the Advanced technical team will begin configuration of the control files based on the answers provided in BizProfiler (the electronic Orientation Questionnaire).

Soft Parallel Testing
Overview and Daily Process Training

Overview training takes place immediately following the installation of CIS Infinity at Camrosa Water, with Camrosa Water's converted data. This training focuses on navigation of the CIS Infinity user interface and is designed to enable users to search for accounts on the system and analyze the results of the initial data conversion.

Daily Process training will prepare the users to search for accounts and answer basic customer service questions. It includes processing moves, editing customer information, updating customer notes and interpreting and manipulating reading, transaction and billing history. Following this training, the users will start soft parallel on all daily processes

Conversion Testing

During the Conversion Testing phase, Camrosa Water's core team will undertake testing of the conversion – the mapping of data from the current system to CIS Infinity.

Advanced will supply Conversion Test worksheets that will be used by Camrosa Water's users to report issues with the conversion. Camrosa Water's project manager will coordinate completion of the Conversion Test reports and submit them to the Advanced Project Manager. This testing will provide the Advanced team with information relating to conversion anomalies to be corrected. Re-testing of identified conversion issues will be necessary.

During Conversion Testing, the Advanced team will access Camrosa Water's server in order to upload data corrections, with the assistance of Camrosa Water's technical staff. The users will re-test anomalies based on initial test results and established base line accounts.

Daily Process Soft Parallel Testing

After the requisite training, Camrosa Water's test team will be ready to run parallel on the system, defined as performing identified processes on both systems and the monitoring of results on CIS Infinity compared to the current billing system. After Overview and Daily Processes training, the users will conduct a soft parallel on all daily processes.

During soft parallel testing, Camrosa Water's users will have been trained on all functions (daily processes, billing, cash, collections, new services) and will run these functions on Camrosa Water's current system and on CIS Infinity. The resulting comparison between the systems ensures that the new software is performing accurately and calculating properly.

During soft parallel, Camrosa Water's test team will complete a series of testing protocols that support them through the more complex processes involved in parallel testing. These worksheets are integrated with the training process and provide team members with documentation to refer to during Soft Parallel. Camrosa Water's Project Manager will record progress on the Parallel reports and return them to the Advanced Project Manager. The Parallel reports enable Advanced to respond proactively to the ongoing needs of staff during parallel stages. Camrosa Water's Project Manager will provide Advanced with the information needed to adjust training and set-up if necessary.

Billing, Cash, Collections, Reports and Inventory Training

Billing training includes all aspects of producing and adjusting any type of bill including final bills and billing adjustments and the billing related features unique to CIS Infinity.

Cash Processing and Cash Register training will be designed to meet the needs of Camrosa Water, given the use of the central cashiering processing.

Collections' training includes exemptions, penalties, payment arrangements, disconnects and reconnects and collections processing.

Billing, Cash, Collections, Reports and Inventory Soft Parallel Testing

As the users complete each module of training they will begin soft parallel for those processes. As the users undertakes soft parallel on each module, the Advanced technical and conversion specialists analyze and correct reported testing issues.

Service Order, Reports, Month and Year End Training

Service Orders, Reports, Month and Year End training typically take place during or just after the Soft Parallel phase of CIS Infinity implementation.

System Administrator Training

This session is intended for the non-technical administrators of the system (department supervisors or system administrators) who will be expected to make changes to the system rules and security parameters to suit Camrosa Water and individual user needs.

Users will be shown how to manipulate Control forms in order to meet their departmental needs, how to add new users to the system and provide them with tailored menus as well as how to administer Service Orders and use the Task, Letter and the Credit Rating systems.

Hard Parallel
Refreshed Data Extraction

Camrosa Water will extract updated data to be converted for the purposes of conversion and process re-testing.

Refreshed Data Conversion

Prior to commencing hard parallel at Camrosa Water, data will be converted. Advanced technical specialists will modify configuration based on testing issues submitted by Camrosa Water.

Trial Balance/Quality Assurance Testing

Advanced will complete a trial balance and prepares a CD for delivery to Camrosa Water. After the refreshed data has been uploaded, Camrosa Water will pull the Trial Balance reports from the old system; Advanced will be on-site to provide technical assistance. All parties are to reach consensus on the results prior to Camrosa Water's approval of the trial balance.

Hard Parallel Process

Camrosa Water's team will test every cycle during this phase to ensure that every account calculates correctly. Camrosa Water will perform identified processes on the current system and on CIS Infinity and compare the outcomes. Camrosa Water's Project Manager will track of the results of the testing of key processes on both systems during the Hard Parallel. Advanced will provide checklists and testing protocols to assist Camrosa Water's team with tracking cycles and processes both pre and post Live.

Cut-over and Transition to Live
Final Data Extraction

Camrosa Water will extract updated data to be converted for the purposes of Live.

Final Conversion – Final Balance

During this phase no activity will occur on the current system in order to enable a final balance to be obtained. Final data extraction will be delivered to Advanced in an expedient manner. The old system will be redundant after this point, and no new data is to be entered into it. Camrosa Water will run Month End/Year end reports from the old system and produce balance reports and hold this on site until the scheduled Transition Day.

Advanced will complete and deliver a refreshed data conversion. Once the trial balance is completed, the Advanced technical specialists prepare a CD for delivery to Camrosa Water.

Cut over to Live

At least one complete day is required to transition. During this day inquiry only functionality will be available but entering data on either system cannot occur.

Advanced technical specialists will be on-site to assist with the transition including the copying of the new CD to the server, final review of control files and the completion of the final balance. Camrosa Water will be required to approve the final balance.

Live Week

During the first week of Live, the Advanced Project Manager coordinates all activity. A training specialist will be on-site for at-the-elbow training and support. Advanced conversion specialists will assist with table refreshes where necessary. Advanced technical specialists will assist in the process from the Advanced offices with technical support as needed. The Project Managers from Advanced and Camrosa Water will develop a Post-live strategy including the development of an outstanding issues list.

CIS Infinity Live

Advanced will assist Camrosa Water throughout the implementation period to identify and respond to any needs and concerns. If hours permit, Advanced will provide at least one technical and one training team member on-site during the first two weeks post-live to ensure that staff makes a confident transition to CIS Infinity. A meeting will be arranged between Camrosa Water's Project Manager and the Advanced Project Manager two weeks post live to discuss any remaining issues and scheduling. Advanced will provide high priority support to Camrosa Water during the immediate post-live period and the Warranty Period.

Section 6 - Acceptance Testing

Overview/Description

Acceptance testing is a key to the successful outcome of the implementation of CIS Infinity at Camrosa Water. As detailed in the Project Plan, testing occurs throughout the CIS Infinity implementation process to ensure that all data conversion anomalies are identified and addressed, and that all software configuration issues are resolved prior to the Go Live.

The primary responsibility of Advanced is to test the CIS Infinity product, in terms of its functionality operating as designed, without errors, and in a manner that meets the needs of the users. The primary responsibility of Camrosa Water is to test the product as it operates in an environment that includes data converted from Camrosa Water's existing database and configuration dictated by Camrosa Water and completed by Advanced staff.

Testing falls into four main stages: Data Conversion, Soft Parallel, Custom Modifications and Interfaces and Hard Parallel. During each phase, a set of test protocols is established and must be completed.

Data conversion and soft parallel testing is undertaken by the users at Camrosa Water, following the completion of the preliminary training. The training is designed provide them with the necessary skills to complete the required testing. During the Hard Parallel phase all staff will participate in the testing of the software. User involvement in the Hard Parallel process will ensure that users understand the flow of the new software and provide an account by account test of calculations that will demonstrate that the software is functioning as expected through the transition to Live.

Advanced will provide the appropriate worksheets and reports to support Camrosa Water's staff during each stage of testing. Advanced will provide ongoing consultation during each phase of the testing, particularly to ensure immediate identification of major issues that may impact on the Live date.

Baseline Accounts

Camrosa Water will select a group of baseline accounts prior to the completion of the first conversion. Baseline accounts provide Advanced staff with a point of reference when creating and reviewing the converted data. The baseline accounts will represent a cross-section of account types and accounts handled differently than "normal" accounts. For example, a sample of an account for each rate code, an account with automatic withdrawal, accounts with multiple meters, and accounts with compound meters. Camrosa Water will use these baseline accounts to test each data conversion.

Quality Assurance

Advanced has a quality assurance team who tests the product for Camrosa Water. Quality Assurance is undertaken for each module.

Testing Protocols: Roles and Responsibilities

Advanced will provide testing protocols for each major phase of the testing process being undertaken by Camrosa Water. These protocols include Testing Protocols by Module, Data Conversion worksheets and parallel testing worksheets.

Camrosa Water's test team will be responsible for managing and executing tests of the converted data and the configuration of the control files, as exhibited in the completion of specific software processes and comparison of the existing utility billing system to CIS Infinity. All anomalies or issues identified during testing are provided to Advanced through the Service Wise software. Each item must include specific account examples and is provided a Service Wise identification number.

Advanced will review the issues submitted through Service Wise on a daily basis and is responsible for issue resolution as it relates to CIS Infinity. Some issues can be resolved immediately and others will require the issuance of a refreshed data with corrected control files. Others will require the issuance of a software executable, in order to resolve program errors. Once an issue is resolved, Advanced will advise Camrosa Water via Service Wise and indicate that testing of that item should resume. Camrosa Water will continue to re-test issues and run processes until it is confirmed that all issues are resolved.

Advanced provides testing protocols for every aspect of CIS Infinity. As the testing worksheets are constantly updated, final versions will be available prior to the start of testing. An example of testing protocols for the Letter Management System and a sample Conversion Test Worksheet are attached for reference.

Testing Phases

There are four primary phases of testing, as follows.

Data Conversion

- Advanced will provide Overview and Daily Process training to Camrosa Water's users.
- Camrosa Water will select a series of Baseline Accounts which must include all types of accounts and accounts expected to be problematic or complex, or are large customers. Advanced will provide direction to Camrosa Water during its selection process.
- Using the knowledge gained during Overview / Daily Process training, Camrosa Water will complete initial testing of the data and report issues through the Conversion Worksheets provided by Advanced. Camrosa Water's Project Manager will compile the testing results and enter them into Service Wise for review by the Advanced team.
- Advanced will resolve issues and submit corrections to Camrosa Water for re-testing.

Functionality Testing (Soft Parallel)

- Advanced will train Camrosa Water's users on each major module, as outlined in the Training Plan.
- Following each training exercise, Camrosa Water will use the baseline accounts to test the modules and processes learned through training. Issues will be reported using the Testing Protocol worksheets provided by Advanced. Camrosa Water Project Manager will compile the testing results and enter them into Service Wise for review by the Advanced team.
- Advanced will resolve the issues and submit corrections to Camrosa Water for re-testing.

Configuration/Process Testing (Hard Parallel)

- Advanced will provide the End User Training, as outlined in the Training plan.
- Following the completion of user training, Camrosa Water will conduct a hard parallel test of the data and overall configuration of CIS Infinity. The hard parallel test is defined as the comparison of all activity completed in the current utility billing system with the same processes in the CIS Infinity system. Camrosa Water's Project Manager will compile the testing results and enter them into Service Wise for review by the Advanced team.
- Advanced will resolve issues and submit corrections to Camrosa Water for re-testing.

Sample Testing Protocol and Conversion Test Report

SAMPLE TESTING PROTOCOL
FORM LETTERS / LETTER MANAGEMENT SYSTEM

TESTER:_____ **DATE:**_____ **VERSION:**_____

PROCESS/FORM/TAB	TESTED OK	NOTES
Word		
In Word, create a form letter and save it as a Word Template in the CIS2 folder, documents folder of the system you are testing.	☐ Yes ☐ No	
Form Letter Control File		
Click on Add - Form Code is system generated	☐ Yes ☐ No	
Form Description:	☐ Yes ☐ No	
Form Name: must be exactly as it appears in the Documents folder, including the .dot	☐ Yes ☐ No	
View / Change Bookmarks	☐ Yes ☐ No	
Highlight bookmarks and click on the Add button or double-click	☐ Yes ☐ No	
Use Group and Subgroup to change bookmark selection	☐ Yes ☐ No	
Remove a couple of bookmarks	☐ Yes ☐ No	
Once all the bookmarks are added, click on Save Changes	☐ Yes ☐ No	
View / Change Form Letter	☐ Yes ☐ No	
Highlight and drag bookmarks to the area within the form letter you wish them to appear	☐ Yes ☐ No	
Save the changes to the Word Template	☐ Yes ☐ No	

Main/Customer Inquiry Form – Contact Tab – Letter sub-tab		
Click on Add	☐ Yes ☐ No	
Print Date:	☐ Yes ☐ No	
Letter Name generated	☐ Yes ☐ No	
Letter Type: (select newly created form letter)	☐ Yes ☐ No	
Check "Save Letter" Box	☐ Yes ☐ No	
Create Letter	☐ Yes ☐ No	
Mark Letter as being Printed: NO	☐ Yes ☐ No	
Save	☐ Yes ☐ No	
Edit	☐ Yes ☐ No	
Letter Image	☐ Yes ☐ No	
PROCESS/FORM/TAB	**TESTED OK**	**NOTES**
Search for customer/account	☐ Yes ☐ No	
Group:	☐ Yes ☐ No	
Sub-Group:	☐ Yes ☐ No	
Bookmark 1:	☐ Yes ☐ No	
Bookmark 2:	☐ Yes ☐ No	
Bookmark 3:	☐ Yes ☐ No	
Bookmark 4:	☐ Yes ☐ No	
Type letter in AdHoc Letter Preview	☐ Yes ☐ No	
Create Letter	☐ Yes ☐ No	
Print Letter from Word	☐ Yes ☐ No	
Mark the Letter as being printer: YES	☐ Yes ☐ No	
Save	☐ Yes ☐ No	

Sample Conversion Test Report – Commercial Account Sample

Check the following tabs for the information
CUSTOMER TAB
SERVICE ADDRESS TAB
CUSTOMER/ACCOUNT TAB

Starbucks Coffee	Current System	CIS Infinity	ANOMALIES
Account #	156253868-01-01	156253868	
Customer #			
Account status			
Account type			
Owner/tenant			
Name type			
Primary customer			
Secondary name			
Service address			
SIC code(Canadian clients only)			
Cycle			
Book			

SERVICES TAB

	yes	no
Does this account have the right services?		
Have all the services converted?		
Has the correct bill code for each service converted correctly?		

SERVICE ONE
Bill Code:

Meter One	Current System	CIS Infinity	ANOMALIES
Meter #			
Meter type			
Remote type			
Dial(s)			
Billing multiplier			

Date installed			
Call #			

Meter Two	Current System	CIS Infinity	ANOMALIES
Meter #			
Meter type			
Remote type			
Dial(s)			
Billing multiplier			
Units of measure			
Date installed			
Call #			

Meter Three	Current System	CIS Infinity	ANOMALIES
Meter #			
Meter type			
Remote type			
Dial(s)			
Billing multiplier			
Units of measure			
Date installed			
Call #			

SERVICE TWO
Bill Code

Meter One	Current System	CIS Infinity	ANOMALIES
Meter #			
Meter type			
Remote type			
Dial(s)			

Billing multiplier			
Units of measure			
Date installed			
Call #			

Meter Two	Current System	CIS Infinity	ANOMALIES
Meter #			
Meter type			
Remote type			
Dial(s)			
Billing multiplier			
Units of measure			
Date installed			
Call #			

Meter Three	Current System	CIS Infinity	ANOMALIES
Meter #			
Meter type			
Remote type			
Dial(s)			
Billing multiplier			
Units of measure			
Date installed			
Call #			

SERVICE THREE
Bill Code

Meter One	Current System	CIS Infinity	ANOMALIES
Meter #			
Meter type			

Remote type			
Dial(s)			
Billing multiplier			
Units of measure			
Date installed			
Call #			

Meter Two	Current System	CIS Infinity	ANOMALIES
Meter #			
Meter type			
Remote type			
Dial(s)			
Billing multiplier			
Units of measure			
Date installed			
Call #			

Meter Three	Current System	CIS Infinity	ANOMALIES
Meter #			
Meter type			
Remote type			
Dial(s)			
Billing multiplier			
Units of measure			
Date installed			
Call #			

SERVICE FOUR
Bill Code

Meter One	Current System	CIS Infinity	ANOMALIES
Meter #			
Meter type			
Remote type			
Dial(s)			
Billing multiplier			
Units of measure			
Date installed			
Call #			

Meter Two	Current System	CIS Infinity	ANOMALIES
Meter #			
Meter type			
Remote type			
Dial(s)			
Billing multiplier			
Units of measure			
Date installed			
Call #			

Meter Three	Current System	CIS Infinity	ANOMALIES
Meter #			
Meter type			
Remote type			
Dial(s)			
Billing multiplier			
Units of measure			
Date installed			
Call #			

ADDRESS TAB

	yes	no
Does this customer have any other addresses in addition to the service address? (For example mailing address, property owner, forwarding address.)		
Did the phone #s, fax #?, business # and/or email address convert correctly?		

	ANOMALIES & ADDITIONS
Addresses	
Phone #	
Internet Addresses	

READING HISTORY TAB

	yes	no
Is all the history present?		
Is there history for each service?		
Is the right history on the right service?		
Are there any dates missing?		
Did the read type convert properly?		
Have all the previous read dates converted (including dates for flat rate services)?		

Look at the last reading (which is the first record you see on the screen) and check the following:

	Current System	CIS Infinity	ANOMALIES
Read date			
Meter #			
Meter type			
Read status			
Previous read			
Current read			
Multiplier			
# of days			
Usage			

TRANSACTION HISTORY TAB

	yes	no
Check the Total Tab for the A/R balance		
Is there a tab for each of the A/R types?		
Do you see transactions in the grid?		
Check the balances owing		
Do all the A/R's have the correct balance?		
Are all of the credits and debits showing?		

TRANSACTION HISTORY TAB

DEPOSIT SUB TAB	Current System	CIS Infinity	ANOMALIES
Does this customer have a deposit?			
Is there a date beside the deposit?			

NOTES AND COMMENTS TAB

	Current System	CIS Infinity	ANOMALIES
Are there comments for this customer?			

Section 7 – Project Implementation Plan

The Project Plan for Camrosa Water identifies the activities and resources required for the successful installation of CIS Infinity, based on an five month implementation timeline. During the Orientation meetings at the beginning of the implementation, Advanced and Camrosa Water will finalize the project plan within the timeframe agreed upon in this Scope of Work. The Project Plan includes key phases, activities, tasks, milestones and deliverables.

Months One / Two

Milestones	Advanced Team	Camrosa Team
Project Start Up Project Team assembled. Agenda for needs analysis identified and approved by both teams prior to beginning of planning stage of the project.	Project Manager	Project Manager
Orientation / Needs Analysis During this initial stage the Advanced Project Manager and Technical Team, on-site at Camrosa Water, will interview all related departments to establish the conversion, technical set-up and training phases of the project. This is the critical first step that will drive the project.	Project Manager Technical Team (includes Implementation Specialists)	Project Manager Cash Staff Billing Staff Collections Staff Technical Staff Metering Staff Accounting Staff
Data Extraction Technical staff at Camrosa Water will extract the first set of data and detailed information on file structures / screen prints from current billing system and forward to Advanced so that the conversion process can begin. Data mapping begins as part of data quality assessment. Training plans and schedules complete.	Project Manager Technical Team Training Specialists	Project Manager Technical Department

Milestones	Advanced Team	Camrosa Team
Initial Conversion A unique conversion routine will be prepared and conversion to the new interface undertaken. The Camrosa Water team will be available for further interviews coordinated through the Project Managers of both teams.	Project Manager Conversion Team Technical Team Testing Team	Project Manager Cash Staff Billing Staff Collections Staff Technical Staff Metering Staff Accounting Staff
System Configuration Set-up of system for Camrosa Water – Control file manipulation. Again, during this period, members of Camrosa Team will be available for further interview / clarification of processes performed as coordinated through the Project Managers from both teams.	Project Manager Conversion Team Technical Team Testing Team	Project Manager Cash Staff Billing Staff Collections Staff Technical Staff Metering Staff Accounting Staff
Installation Installation of Conversion routine / software / data on server. Client installs for all using CIS Infinity. Exclusive access to server necessary and technical staff to work closely with Advanced installers. Data conversion ongoing – data mapping, error tracking, programming.	Technical Team Conversion Team	Project Manager Technical Staff
Overview & Daily Process, & Cash Training Overview and Daily Process training to be performed at Camrosa Water. Three days are required for a complete overview, and one day is required for Cash Training, with classes of 8 users. Classroom training will ensure the basics of system operation are provided, and that system features are presented and understood.	Project Manager Training Specialists	Project Manager All Staff – Camrosa Utility billing

Milestones	Advanced Team	Camrosa Team
Conversion / Testing The modified conversion utility will be uploaded and run to correct anomalies identified by Camrosa Team. Re-Testing of identified issues will be necessary.	Project Manager Technical Team Conversion Team Testing Team	Project Manager Technical Staff Cash Staff Billing Staff Collections Staff Technical Staff Metering Staff Accounting Staff
Collections and Cash Training Training to be performed at Camrosa. Cash Training (1 day). Collections training (2 days).	Training Specialist	Project Manager CSRs Cash Staff Billing Staff
Billing Training Classroom Billing Training to be performed at Camrosa.	Training Specialist	Project Manager Billing Staff
System Configuration Continues Set-up activities on-going – conventional set-up, product tests, development activities if required.	Project Manager Technical Team Testing Team	Project Manager Technical Staff

Month Three

Milestones	Advanced Team	Camrosa Team
Training – System Administration/ Reports /Month/Year End Processes/ Service Order System System Administrator Training, Reports Training, Month End/Year End Processes, and Service Order Training	Project Manager Training Specialists	Project Manager Metering Department Accounting Staff

Milestones	Advanced Team	Camrosa Team
Soft Parallel Camrosa Water will undertake soft parallel testing of all processes learned through training. This will help identify further conversion issues not picked up on during the conversion-testing phase and will familiarize staff with the new interfaces. Anomalies are entered into our interactive web tool. Training will also address how to identify, prioritize and report issues to the Project Manager. Training services shift from a classroom setting to "on-the-job", direct assistance. This training is essential as users need help in using the software and on how to deal with "Live" problems. This will be the last opportunity for soft parallel to expose any conversion and process related issues prior to the beginning of the hard parallel. A successful soft parallel is needed prior to moving forward. Approval is required before proceeding.	Project Manager Trainer Technical Team Conversion Team Testing Team	Project Manager Metering Staff Accounting Staff Billing Staff Cash Staff CSRs

Month Four

Milestones	Advanced Team	Camrosa Team
Refreshed Data Conversion A new, refreshed data conversion will be run to bring both systems to the same timeframe. New data will be extracted and forwarded to Advanced staff at month end close of the current billing system.	Project Manager Conversion Team Technical Team	Project Manager Technical Staff Accounting Staff
Trial Balance A trial balance will be necessary to ensure that all dollars (A/R and Deposit) are being transferred through the conversion process. The trial balance will mark a key milestone in terms of moving forward to the hard parallel. This will be performed at Camrosa Water by the staff indicated. Advanced staff will work with the Camrosa Water Team to ensure that there is a system balance (to the penny, aside from identified, unavoidable, agreed upon issues that arise) as the Go Live date approaches.	Project Manager Technical Team Conversion Team	Project Manager Accounting Staff

Milestones	Advanced Team	Camrosa Team
Hard Parallel Camrosa Water will undertake a hard parallel that will include all processes being compared in both systems – old and new. Anomalies are entered into our web support tool. This will include all interface testing (meter reading systems, accounting interface) and the finalization of bill print, notices, letters and service order output. On the Job Learning continues to provide quick answers to users, and ensure that users understand the new software. Advanced will work with Camrosa Water Team to perfect the operating system as the Live date approaches. Approval will be required prior to moving forward.	Project Manager Training Specialist Technical Team Conversion Team Testing Team	Project Manager Technical Staff Cash Staff Billing Staff Collections Staff Technical Staff Metering Staff Accounting Staff
Final Data Conversion A final data conversion will be run to ensure both systems are running on the same timeframe. Any data previously excluded will be extracted and forwarded to Advanced staff as before. Final data conversion will take place. Accuracy and completeness testing continues with both the Advanced and Camrosa Water teams ensuring results are as planned.	Project Manager Conversion Team	Project Manager Technical Staff Accounting Staff

Month Five

Milestones	Advanced Team	Camrosa Team
Product Final Acceptance During initial Live period systems will be monitored to ensure all processes are running to Camrosa Water standards.	Project Manager Conversion Team Test Team Technical Team	Project Manager
LIVE Final Balance will be achieved and sign off of balance obtained. Final check of all control files and clearing of temporary files from testing will be cleared. A down day will ensure that final checks are in place prior to moving to the Go Live on the system. Trainers/Implementation experts available for one-to-one updates and monitoring. Approval will be required prior to moving forward.	Project Manager Trainer Technical Team Conversion Team Training Team	Project Manager Technical Staff Cash Staff Billing Staff Collections Staff Technical Staff Metering Staff Accounting Staff
Post – LIVE A post-live strategy will be developed during the project. This will include any outstanding implementation issues and if hours permit, post-live training necessary on any re-designed or new processes that are necessary. The Project Managers from both teams will monitor post live activities through the warranty period to ensure that all outstanding issues are addresses and to ensure that the transition to the new billing system runs smoothly.	Project Manager Training Specialists Technical Team	Project Manager All Users

Work Back Plans

The Project Plan above identifies the activities and general milestones associated with a typical implementation of CIS Infinity. Advanced utilizes work back plans in addition to the timeline above in order to highlight specific roles and responsibilities of each milestone. A sample work back plan is provided below. Once the project begins, the project managers from both organizations will work together to identify the roles and responsibilities and specific timeframe for each milestone.

Sample Conversion Work Back Plan

Description of Activity	Individual(s) Assigned	Date
Data Extraction Data extracted from the current database and uploaded to the Advanced FTP site. CDs to be couriered to Advanced. Record Count Document to be completed and returned with data	Project Manager(s) Client Technical Team Advanced Technical Team	
Conversion/Configuration Receipt of new CDs Preparation of new data	Advanced Technical Team	
Client Up-size In house up-size complete	Advanced DBA	
Preparation of CD Cut CD for delivery – upload data to FTP site.	Advanced Technical Team	
Client Up-size On-site up-size completed	Advanced DBA	

Section 8 - Training

Overview

The primary responsibility of Advanced is to train users on the CIS Infinity product, using the functionality as it is designed to operate and taking into consideration the software configuration completed based on the BizProfiler questionnaire. The primary responsibility of Camrosa Water is to overlay its business processes with the functionality available in CIS Infinity and ensure, via testing, that CIS Infinity is operating in a way that meets its organizational requirements.

End User training

The training will be performed based on the training plan that is prepared by the project managers from both teams to ensure that the needs of the users are met at Camrosa Water.

Customer service representatives, billing staff and collections staff will be trained during three separate sessions to ensure that there are always representatives available to handle the daily functioning of the utility. End users are trained according to their job requirements and End User training is usually conducted over four consecutive weeks.

The End user training assumes a maximum of ten (10) users for Overview / Daily Process training and eight (8) users for all other classroom sessions.

On the Job Learning

The Training Plan also includes a section for On the Job Learning. Advanced has found On the Job Learning to be highly effective in supplementing regular classroom training. On the Job Learning meets the learning needs of users who perform more technical or complex tasks, and/or users with unique learning needs.

For example, On the Job Learning is quite often the best solution for users who upload and download meter reading files, process electronic bank files, and integrate the use of cash processing equipment. (Other examples of end user tasks that benefit from On the Job Learning are included in the On the Job Learning section of the Training Plan.)

On the Job Learning is a supplement to classroom training, and is ideally delivered one-to-one or in small groups of 2 or 3. It is conducted with the end user actually performing the tasks on CIS Infinity at their workstation with the trainer's guidance.

Sequence of training modules

The following draft sequence of training was developed based on examples of training schedules from previously implemented customers of Advanced. This schedule may change to take into account information gathered during ongoing discussions.

The skill level of Camrosa Water's users (particularly their experience with Windows) and the way staffing resources are allocated (whether staff is assigned individual aspects of the billing process or whether all staff uses all aspects) are the primary factors which will be taken into consideration when a final training plan is determined.

End User Training

Sequence	Training Module	Duration of Training
1	Overview and Daily Process	3 days
2	Cash Processing	1 day
3	Billing	2 days
4	Collections	2 days
5	Service Orders	1 day
6	Reports	1 day
7	GL & Month/Year End	.5 day
8	System Administration	2 days
9	Security	1 day
10	Scheduler	1 day
Total Number of Classroom Days		**14.5 days**

NOTE: In addition to the above training days, Advanced will provide 2 days of training, specifically for the Security module and the Scheduler module, at no additional cost to Camrosa Water District.

On the Job Learning

Throughout the implementation phase and the first several weeks live on CIS Infinity users will have full access to the same Advanced Training Specialists who trained them. This ensures Advanced is totally familiar with the needs of users and that users have a high level of comfort when they first go live on the system. Our commitment to training and client support means that we do not leave until your staff has everything they need to do their jobs.

Sequence Number	Training Module	Participants	Duration
1	Billing Processes – Practical Application & Structured Practice Time	All users expected to process billing who may benefit from additional scheduled practice time under the guidance of a training specialist	1 day
2	Cash Processes – Practical Application & Structured Practice Time	All users expected to process cash who may benefit from additional scheduled practice time under the guidance of a training specialist	1 day
3	Customer Service Processes – Practical Application & Structured Practice Time	All users expected to process daily customer service functions who may benefit from additional scheduled practice time under the guidance of a training specialist	1 day
4	Managing Service Orders – Practical Application & Structured Practice Time	All users expected to process billing who may benefit from additional scheduled practice time under the guidance of a training specialist	1 day
1	Hard Parallel	All Staff as they parallel their normal functions on both systems and encounter questions	4 days
2	Live Week	All Staff as they process their normal functions during the first week of live and encounter questions	4.5 days
		Total On the Job Learning Days	**12.5**

Summary of Training Days

Type of Training	Days
Total End User Classroom Training Days	**12.5 days**
Security and Scheduler Training	**2 days**
Total On the Job Learning Days	**12.5 days**
Total Days	**27 days**

Training Courses

Overview / Daily Process Training

Prerequisite: None. Overview training is the first in the series and is a prerequisite for most other courses.

Overview training should be taken by anyone who will be using the system – on a regular or irregular basis. The training focuses on the Main Customer Service Form. Daily Processing training will prepare Customer Service Representatives, or other staff who regularly access customer accounts, to provide basic information, to search for accounts and answer basic customer service questions.

The objective of this course is to enable the participant to confidently navigate the Main Menu, the Main Customer Service form and search for customers. Users will end the course with a basic understanding of the structure of the system and some of its basic concepts.

Software Function

- Core product concepts
- Online help
- Searching
- Basic inquiry
- All customer and account information tabs
- Changing customer information

- Meter and/or service changes
- Changing address information
- Interpreting and manipulating reading, transaction and billing history
- Printing copies of bills
- Requesting to cancel bills
- Lining to equipment inventories
- Maintaining customer contact information
- Generating ad hoc and form letters
- Processing moves
- Auto generation of actions
- Manually entering readings
- Making payment arrangements
- Generating tasks
- Updating customer notes
- Entering meter reading notes
- Quoting and managing deposits and pre-authorized payment plans
- Advanced searches and filters

Billing Training

Prerequisite: Overview training, Daily Processes training

Requirements: Attend with updated, date appropriate billing journals. The accounts on these journals can be used for training examples with manual, final, cancelled and regular bills.

Billing training is necessary for anyone producing or adjusting any type of bill.

Participants will learn how to process bills, check for anomalies, and how to deal with final bills and billing adjustments. They will also learn about other 'billing related' features within CIS Infinity.

Software Function

- General billing concepts
- Manual bills
- Final bills

- Cancelled bills
- Regular/cycle bills
- Online billing
- Miscellaneous billing features
- Interpreting billing journals
- Billing information on the customer account inquiry form

Cash Processing

Prerequisite: Overview training, Daily Processes training

Requirements: Course participants should bring with them either date appropriate, payment stubs that have already been updated to the production system or a list of accounts with a debit AR balance. They will use these accounts to mimic entering cash payments.

In Cash Processing, participants will learn either 'heads up' cash processing (for example, taking payments from customers) or 'heads down' cash processing (for example, processing payments from the mail).

This session will teach participants how to enter cash, produce cash reports and how to balance cash batches and look for anomalies.

In Cash Register training, participants will learn 'heads up' cash processing (dealing with customers at the counter).

Participants will learn how to enter cash, produce cash reports and how to balance cash batches and look for anomalies.

Software Function

- Cash, adjustment, deposit processing
- Cash register
- Interpreting journals
- Updating cash batches
- Retrieving archived batches
- Cash information on the customer account inquiry form
- Entering cash
- Producing cash reports
- Balancing cash batches
- Finding anomalies

Collections Training

Prerequisite: Overview training, Daily Processing

The Collections training will cover all aspects of the utility's collections routines.

Participants will learn how to process penalties and notices, how to allow for exemptions, record a bankrupt account, record collection agency information, set up disconnects and reconnects and make single and group payment arrangements. The Collections training will show participants how to follow through an account from the first to last step in the collection process.

Software Function

- Notice routine
- Penalty/discount routine
- Credit Rating System
- Single and Group Payment Arrangements
- Collections Exemptions
- Disconnects & Reconnects
- Bankruptcies
- Collection Agencies
- Write off System

Creating and Managing Service Orders

Prerequisite: Overview training

Note: Generating Service Orders could be included in this session.

This training session is intended for those users who would be responsible for creating new service order template documents – for either field or internal work.

Participants will also learn how to manage the service order system, create reports and produce multiple service orders.

Software Function

- Creating Service Order form templates
- Service Order Management form
- Service Order system control forms

- Service Order reports
- Closing service orders from Billing and Meter Changes
- Producing a Service Order from the Meter Management form

Reports Interface Training

Prerequisite: Overview training

This session is intended for those users that are expected to produce reports from the system.

The training can be further broken down into the type of reports, for example – customer management reports, asset management reports or accounting reports.

Software Function

- Standard Report interface
- Accounting reports
- Customer reports
- Asset management reports
- Pre-authorized payment reports
- Service order reports
- Quick reports
- Advanced Search
- Filter

Month / Year End Processes

Prerequisite: Overview training, Reports Interface training

This session is intended for those users that are involved in the monthly or yearly minor accounting processes like closing an old month and opening a new month, producing reconciliation reports and other detailed reports for analysis.

Software Function

- Month end procedures
- Year end procedures
- Auditing service orders
- Write off system
- Deposit refunds
- General Ledger interface

System Administrator Training

Prerequisite: Overview training

This session is intended for the non-technical administrators of the system (department supervisors or system administrators) who will be expected to make changes to the system rules to suit user needs.

Participants will be shown how to manipulate Control forms in order to meet their departmental needs. They will also be shown how to add new users to the system and provide them with tailored menus, how to administer service orders, use the task system, the letter system and the credit rating system.

Software Function

- Editing and establishing user menus
- System control forms
- Task system
- Service Order Management form
- Letter system
- Credit rating system
- Advanced search/filter
- Reports
- Month/year end
- Understanding system dates

Conclusion

The Training Plan outlines the training modules designed to serve core and end users, through a combination of classes that address varying skill levels and needs.

Changes to the Training Plan will only be made following consultation between the Advanced Project Manager and Camrosa Water District's Project Manager.

Schedule "C"

Support Agreement

This support agreement (the "Agreement") is entered into pursuant to a software license and implementation agreement (the "Software License and Implementation Agreement") dated AUGUST 15TH, 2006 between Advanced Utility Systems Corporation ("Consultant") its principal place of business at 2235 Sheppard Avenue East, Suite 1400, Toronto, Ontario, M2J 5B5, and Camrosa Water District ("Organization"), with its principal place of business at 7385 Santa Rosa Road, Camarillo, CA 93012-9225 and becomes effective immediately upon the expiry of the Warranty Period.

Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License and Implementation Agreement.

1. Subject to the terms and conditions of this Agreement, Consultant shall provide subscription and support service which includes revisions, updates and enhancements to CIS Infinity and related materials for the version of CIS Infinity specified in Schedule "A" attached to the Software License and Implementation Agreement.

2. Subject to the terms and conditions of this Agreement, Consultant shall provide software support via telephone and electronic mail, and site visits when necessary consistent with the hours of operation for Gold Level Support, all as described in Exhibit 1 hereto and in effect as of the date hereof and provided to the other licensees of Consultant who subscribe for "Gold Level Support", as such services may, at the discretion of Consultant, be modified or supplemented from time to time (provided that any changes generally apply to all licensees of Consultant who subscribe for the same level of support). To enable Consultant to provide effective support, the Organization will establish auto remote access based on remote access procedures compatible with Consultant's practices. For emergency situations occurring on Consultant's observed holidays, Consultant will be available to the Organization by pager number and electronic mail to provide support.

3. In consideration for the support services specified in Section 2, Organization shall pay the Annual Support Fee set forth in Schedule "D" attached to the Software License and Implementation Agreement. Consultant may change the Annual Support Fee from time to time, provided that any such change must be made for substantially all clients of Consultant who have subscribed to the same level of support. In addition to the Annual Support Fee, Organization shall reimburse Consultant for its direct expenses in providing support services pursuant to this Agreement, including, but not limited to:

   (a) all reasonable travel costs, including meal expenses of not more than $50.00 per diem (receipts provided) and a mileage charge of $.29/km;

   (b) long distance telephone calls; and

   (c) all other reasonable expenses incurred in the performance of Consultant's duties hereunder.

Consultant may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Agreement, provided that such updated reimbursement policies must generally apply to all clients of Consultant and the Consultant provides reasonable notice to the Organization of a change in policy.

4. All support services provided by Consultant to Organization other than those specified in Section 2 (such as, but not limited to, on-site support), shall be provided to Organization by Consultant at Consultant's then prevailing prices, hourly rates, policies and terms. For certainty, any updates of, or enhancements to, the Software will be made available to Organization free of charge (with respect to the actual updates or enhancements), but all services provided by Consultant with respect to such updates or enhancements will be subject to the Consultant's then-prevailing prices, hourly rates, policies and terms, meaning that such then-prevailing prices will apply to matters such as set-up and training relating to such updates or enhancements.

5. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges.

6. The initial term of this Agreement shall be for one year beginning on the date set out above. The Agreement shall continue thereafter on an annual basis provided that Organization shall pay the then prevailing Annual Support Fee set forth in Schedule "D" attached to the Software License and Implementation Agreement, unless terminated by either party upon giving to the other not less than 90 days notice in writing prior to the end of the first year or any subsequent anniversary of such date. If the Support Agreement is terminated by Organization, it shall be entitled to retain the Software licensed to it as at the date of such termination, but it will relinquish its rights to receive upgrades of, or enhancements to, the Software, services for the Software, or access to the Source in escrow upon the occurrence of any event specified in Section 2.7(d) of the Software Licence and Implementation Agreement. For certainty, and without mitigating the application of the Software Licence and Implementation Agreement during the term of this Support Agreement, the terms and conditions of the Software Licence and Implementation Agreement relating to the license of the Software and the Documentation and the rights and obligations of the parties with respect thereto will continue to apply to Organization following the termination of this Agreement.

7. Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with Consultant, and Organization shall acquire no proprietary rights by virtue hereof.

8. Unless terminated pursuant to Paragraph 6 hereof, this Agreement shall remain in full force and effect except as terminated as follows:

   (a) if either party neglects or fails to perform, observe or cure within (30) days of written notice of such failure to perform any of its existing or future obligations.

   (b) If Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Software License and

Implementation Agreement.

9. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the Software License and Implementation Agreement.

10. Either party's lack of enforcement of any provision in this Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

11. A valid contract binding the parties hereto shall come into being only upon execution of this Agreement by a duly authorized agent, officer or representative of both parties.

12. This Agreement is the exclusive statement of the entire support agreement between Consultant and Organization. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

13. The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders submitted by Organization.

14. The particular provisions of this Agreement shall be deemed confidential in nature and neither Organization nor Consultant shall divulge any of its provisions as set forth herein to any third party except as may be required by law.

15. (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

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

(i) FOR BREACH OR DEFAULT BY THE CONSULTANT OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS AGREEMENT AND WHETHER IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL BREACH, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS AGREEMENT, SHALL BE PAYMENT BY THE CONSULTANT OF THE

ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO $1,000,000.00. WITHIN THE MAXIMUM AMOUNT, ANY AND ALL LEGAL AND OTHER DIRECT DAMAGES MAY ONLY BE INCLUDED IF REASONABLE AND PRUDENT.

(ii) CLAUSE (i) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

16. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

17. This Agreement shall be governed by, subject to and construed in accordance with the laws of the State of California.

18. This Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of, the Software License and Implementation Agreement.

19. This Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.

20. Time shall be of the essence of this Agreement.

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

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

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

21. Time shall be of the essence of this Agreement.

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

ADVANCED UTILITY SYSTEMS CORPORATION

Per: _____

Name: Steven Hammond
Title: Vice - President

CAMROSA WATER DISTRICT

Per: _____

Name: Richard H. Hafas
Title: General Manager

Per: _____

Name:
Title:

EXHIBIT 1

Common Components:

- Full access to new software upgrades and product releases
- Access to your own Support Web page
- Access to Support Knowledge Base via the Web
- Access to Frequently Asked Questions page via the Web
- Access to useful Advanced Searches via the Web
- Access to Build Logs and Build Download via the Web
- Access to the Support Department via the Web, e-mail, fax and 1-800 Support Hot Line
- Regular updates issues to users regarding the status of your support items and the option of having them posted on your Web page

Gold Components:

- 24 hour, 7 days a week Support (weekends must be scheduled in advance). This pertains not just to the support desk, but also to activities during evening and night hours when the system is not in use (for example, Builds)
- Up to five Individual Users may send items to the Support Department for investigation
- All changes to documents requiring less than 30 minutes to complete, for example, Bill Prints, Form Letters and Notices
- Two Days of Workshop Training at Advanced Utility Systems provided free of charge to a User at your organization (per year)
- Set-up and support of a test system at your organization, and training for your staff on how to maintain the test system

EXHIBIT 2

RESPONSE PROCEDURES

1. PROBLEM REPORTING PROCEDURE:

Customer may report errors or problems to Vendor in the following manner:

By Phone, currently at (800) 681-3041 (plus emergency cell phone as needed)
By website software support product, currently known as "Service Wise"
By Fax, currently at (416) 496-3910
By E-mail at support@advancedutility.com

Customer will cooperate with Vendor to provide information concerning any suspected Problem reported.

The escalation procedures in Section 3 will apply if Vendor does not meet these time periods.

2. GUARANTEED RESPONSE:

Vendor agrees to respond to support calls from Customer, during the identified hours of availability, as follows:

CRITICAL CALLS

Description: A critical software error, which severely impacts the ability of Customer to perform normal business functions. Such Problems include:

- Server or Client lockup caused by Software failure
- Data corruption caused by Software failure
- Any other critical work disruption caused by Software failure
- Interference with User's ability to respond to customer inquiries caused by Software failure
- Interruption of customer self-service functions caused by Software failure

Initial Response: Vendor will respond within one (1) hour after an individual has been contacted. During regular business hours (until 8 pm (Toronto time)), it will be presumed that Vendor has been contacted immediately after Customer has reported the problem. After regular business hours, Customer will follow Vendor protocols (with emergency numbers) until a representative of Vendor is contacted.

Description: A critical software error, which severely impacts the ability of Customer to perform normal business functions. Such Problems include:

Resolution Response: Vendor will work continuously to provide Customer with an acceptable Workaround solution. The goal for restoring service for a critical situation is within one business day. If service cannot be restored within this time period, Vendor will provide a detailed response plan to Customer indicating a diagnosis, steps already taken and plan to resolve the Problem with estimated resolution time.

Notification: Vendor will update Customer's designated representative of progress frequently during problem resolution and provide a final report of the status of the system once the workaround has been provided and when the problem has been resolved.

SERIOUS CALLS

Description: A non-critical Problem, which prevents the User from performing data entry or system administration functions. This would include functions such as billing, receipting and calculation problems, and errors on General Ledger reports.

Initial Response: Vendor will respond within four (4) hours after an individual has been contacted. During regular business hours (until 8 pm (Toronto time)), it will be presumed that Vendor has been contacted immediately after Customer has reported the problem. After regular business hours, Customer will follow Vendor protocols (with emergency numbers) until a representative of Vendor is contacted.

Resolution Response: Vendor will work continuously to provide Customer with an acceptable Workaround solution and then to completely resolve the Problem. The goal for restoring service for a serious response situation is within two (2) business days.

Notification: Vendor will notify Customer's designated representative when a Workaround has been provided and when the Problem has been resolved.

ROUTINE CALLS

Description: A routine call would result from a request for service that does not impact business operations. This classification would be used to request routine maintenance, upgrading, data issues, and questions or inquiries relating to the Software's functionality, system administration or installation. Cosmetic, documentation, or other reporting Problems would also fall under this category.

Initial Response:	Vendor will respond within eight (8) hours after an individual has been contacted. During regular business hours (until 8 pm (Toronto time)), it will be presumed that Vendor has been contacted immediately after Customer has reported the Problem. After regular business hours, Customer will follow Vendor protocols (with emergency numbers) until a representative of Vendor is contacted.
Resolution Response:	Vendor will work as needed to provide Customer with a resolution to the problem. The goal for resolving a failure response situation is within five (5) business days.
Notification:	Vendor will notify Customer's designated representative when the problem has been resolved.

The response time periods set out above shall be measured from the time Customer logs the call via the options listed above, and shall end when Vendor contacts the designated Customer Representative. The Targeted Fix Time set forth above shall be measured from the time Customer logs the call via the options listed above, and shall end when Vendor has successfully implemented the correction or patch.

3. PROBLEM ESCALATION:

If a reported Problem is not progressing as set forth above, Customer shall escalate the problem by notifying the appropriate personnel as provided in the list below:

1. Support Manager – James Rankin, Customer Service Manager (ext. 222)

2. Director of Operations – Ron Caruso, Director of Operations (ext. 204)

3. Company Management – Steven Hammond, Vice-President (ext. 221).

EXHIBIT 3

REMOTE ACCESS POLICY

(attached)

Memorandum

To: **Clients of Advanced Utility Systems Corporation**

From: **James Rankin**
Director Customer Support

RE: **Remote Network Connection Policy**

Advanced Utility Systems Corporation (Advanced) is committed to working with our clients to ensure that a secure, efficient and effective method of network connectivity is in place between the Advanced network and each client network. In order to offer high quality client support at an affordable price, Advanced requires that the remote access protocols being used across the Advanced client base be standardized at a reasonable level.

The licensing agreement in place between Advanced and each client requires that the client provide remote access software compatible with Advanced and our remote access policy. The Advanced remote access policy has been designed to address the reality that a solid connection to the client's network must be in place if Advanced is to meet its commitment to provide timely implementation services and support of the CIS Infinity billing and customer service software.

To assist clients with their understanding of this requirement, the remote access policy of Advanced is outlined below, based on the following definitions.

"Network Connection" is the method of providing Advanced with a connection to the client's network via a high speed internet connection with a connection rate of 256Kbps or higher. In turn this connection must provide direct or indirect, via the client's network, access to the Database Server and/or the Application Server required to operate CIS Infinity.

"Application Server" is the server which is configured with the CIS Infinity executable, CIS Infinity directory structure, and other relative application files required by CIS Infinity.

"Database Server" is the server which is configured with the RDBMS database utilized by CIS Infinity, supporting Microsoft SQL Server 2000 or Oracle 8i (for new clients, Oracle 9i).

"Terminal Emulation" is the software to be used to control the Database Server or Application Server in a manner similar to using it in person.

"Third Party VPN routing" is a method of providing VPN access to a client system through a third party connection.

Services provided over the network connection will be limited only to the services and devices needed. In order to complete its work, Advanced requires full administrator access to the CIS

Infinity Application server and the CIS Infinity Database server. Advanced does not require access to the entire network operated by the client and appropriate security measures will ensure that access by Advanced is limited to the areas where CIS Infinity is operational.

The standard remote access protocols are as follows:

1. Virtual Private Networking (VPN)

All VPN services from Advanced to the client must be configured with split tunneling functionality and use the standard default factory settings. The VPN Connections below must not be bundled with any other security features outside of those described in this document. The following VPN Client Software is accepted by Advanced:

a. Microsoft generic VPN client
b. Cisco Systems VPN Client Version 4 or higher
c. Check Point VPN-1 SecuRemote/Secure Client NG (Feature Pack 3)

2. Third Party VPN Routing

Advanced recognizes that clients may engage third party vendors to provide Information technology services. If a client chooses to route VPN services through a third party network in order to allow Advanced to access the client system(s), the following rules apply:

a. All third party vendors must follow the Advanced Remote Access Policy.
b. A Non Disclosure Agreement ("NDA") between Advanced and the third party vendor must be executed.
c. All contact regarding connectivity issues will be handled by the client. Advanced will advise the client of any issues and the client will contact their third party vendor.
d. Advanced will not contact the third party vendor directly to troubleshoot any issues, unless a Statement of Work for consulting services has been authorized by the client.

3. Terminal Emulators

All support provided by Advanced over the network connection must be performed with the assistance of a terminal emulator. Acceptable terminal emulators are:

a. Microsoft Terminal Services
b. Symantec pcAnywhere Version 10 or higher
c. 3am Laboratories PL Remotely Anywhere (Server Edition or higher)
d. Microsoft Remote Desktop Release 1.0.3 or higher
e. Citrix GoToMyPC Corporate Edition

4. Password change frequency

In order for Advanced to perform all necessary work in a timely and efficient manner, passwords for the VPN services or servers access must have a life expectancy of at least 30 days. All connection sessions must not have a time-out setting. It is strongly recommended that passwords be changed on the last Friday of every month, at which time new passwords and user names would be forwarded to Advanced.

5. Web Resource Access

To effectively and efficiently complete its work on behalf of a client, Advanced requires access to some public web resources. The client will allow access to these resources via normal web resources access to: https://mail.advancedutility.com/exchange.

If using Microsoft Windows 2003 server please ensure that https://mail.advancedutility.com/exchange is part of the list of your trusted sites on the server.

Access to the Advanced FTP (File Transfer Protocol) site will be available via normal web resources to the ftp site(s) listed: ftp://infinity.advancedutility.com

6. Software Tools

In order for Advanced to perform all necessary work in a timely and efficient manner, the following software must be installed on at least one (but preferably both) of the Application Server and the Database Server:

a. Microsoft Word (Same version as the one being used by CIS Infinity users)
b. Microsoft Excel (Same version as the one being used by CIS Infinity users)
c. Microsoft Access 2000 or higher
d. WinZip Version 8 or Higher
e. Microsoft SQL Server 2000 client (if applicable)
f. Oracle client with Oracle IMP/EXP utility, SQL loader utility, and SQLPLUS (if applicable)

7. Server Access Level – Administrator Access to the CIS Infinity Application and Database servers must be granted to all authorized connections

8. Remote connection troubleshooting

In order to perform necessary work as efficiently as possible for all clients, Advanced concentrates its efforts on providing CIS Infinity support to trouble free connections. If a problem with remote access prevents Advanced from providing efficient support, the remote access connection must be investigated by the client. If assistance from Advanced is required, other than testing the access, the client can request that assistance through a Statement of Work (SOW).

Please note that if it is determined that the problem was with Advanced, the SOW will not be billed. If the investigation indicates that further services are required to correct the connection, all services of Advanced will be executed under a second SOW.

Conclusion

Advanced has issued this policy in an effort to clarify its requirements under the license agreements in place between Advanced and each of its clients. The goal of the policy is to ensure that a standardized approach to connection with remote networks is in place which is affordable and secure for the client but allows Advanced to complete its work in a timely and straightforward fashion.

If an existing network connection does not meet the guidelines and requirements outlined in this policy, Advanced reserves the right to request that the client re-engineer those connections to meet requirements outlined above.

Questions regarding this policy should be directed to James Rankin, the Director of Customer Support for Advanced Utility Systems. Alex can be reached at 416-496-0149 x 222.

Schedule "D"

Fee Structure and Payment Schedule

Note: *Fees for Services listed below are based on best estimates of the number of hours of work required to complete the Services outlined on Schedule "B" to this Agreement. Accordingly, the total of such fees will increase or decrease as the number of actual hours worked is greater than or less than such estimates.*

	Units	Unit Cost	Total
Software Licenses			
CIS Infinity Server Licenses	1	$50,000	$50,000.00
CIS Infinity User Licenses*	6	$ 3,000	$18,000.00
Summary of Licenses			**$68,000.00**
Professional Services			
Conversion	250	$120	$30,000.00
Installation and Configuration	550	$120	$66,000.00
Training	250	$120	$30,000.00
Project Management	300	$120	$36,000.00
Summary of Services			$162,000.00
Total			**$230,000.00**

Payment Schedule:

A. Licence Fees:

1. On execution of this Agreement: (25% of license fee) $17,000.00

2. On completion of Set-up and Installation:(75% of licence fee) $51,000.00

B. Consulting and Training Fees:

Invoiced monthly on the basis of actual hours of work to the completion of the project.

C. Annual Support Fee..... $17,000.00

CAMROSA WATER DISTRICT
BUILDING WATER SELF-RELIANCE

Board of Directors
Andrew F. Nelson
Division 1
Jeffrey C. Brown
Division 2
Timothy H. Hoag
Division 3
Eugene F. West
Division 4
Terry L. Foreman
Division 5
General Manager
Tony L. Stafford

Board Memorandum

August 24, 2023

To: Board of Directors

From: General Manager

Subject: **Future Policy Discussions**

Objective: Discuss and prioritize future policy discussions.

Action Required: No action necessary; for information only.

Discussion: At the July 13th Board Meeting, Director Foreman presented policy topics to be considered for future discussion. Staff is looking for direction regarding what topics the board would like to discuss at future meetings. If directed to bring back for discussion, we can hold a special workshop, or the topics can be addressed at regularly scheduled board meetings, one topic per meeting. See the list of topics presented at the last meeting below. Others can be added if needed.

- Contracts with Special Water Right Holders on Conejo Creek.
- How Do We Best Realize Value of Conejo Creek Water?
- What is the Optimal and most Equitable use of Conejo Creek Water?
- Camrosa Water Reclamation Facility Water Has Value – How Should This Water Be Valued and Shared for Benefit of Customers?
- How Should Contracted Water Be Used to Benefit All District Customers?
- How should Camrosa's contribution to ASRVBGSA (Santa Rosa GSA) be split between systems?
- Other topics.

CAMROSA WATER DISTRICT
BUILDING WATER SELF-RELIANCE

Read File

The following material is provided to members of the Board for information only and is not formally a part of the published agenda.

A. Change Order Listing
B. 2023 Board Calendar

CURRENT PROJECT CHANGE ORDERS

Project #	PW/Agreement#	PO#	Project	Total Budget	Available Budget	Contractor	Award Date	Brd/Gmgr	Change Order	Original Bid	Negotiated Value	Scope of Services/Change Order Description
900-18-03			**Effluent Pond Relining**	**$ 1,501,500.00**	**$ 178,732.84**							
	2017-30	FY18-0034-R2				MNS Engineeers, Inc	7/27/2017	BD		$ 71,988.00	$ 69,208.00	Award and up to $14,000 out-of-scope
							7/27/2017	GM	CO #1	$ 7,165.00	$ 7,165.00	Geotechnical Investigations (Included in 7/27/20 BM)
							7/27/2017	GM	CO #2	$ 1,380.00	$ 1,380.00	Groundwater management alternatives (Included in 7/27/20 BM)
							2/28/2019	BD	CO #3	$ 19,795.00	$ 19,795.00	Additional project elements, slope stabilization and surface water management
		FY20-0317-R1					5/28/2020	BD	CO #4	$ 11,330.00	$ 11,330.00	Services to amend and update plans and specs
		FY21-0254-R1					5/13/2021	BD	CO#5	$ 15,355.00	$ 15,355.00	Engineering support services during construction
											$ 124,233.00	
		FY21-0255-R1				Oakridge Geoscience, Inc.	5/13/2021	BD			$ 22,200.00	compaction and material testing services
		FY22-0181					10/11/2021	GM	CO#1	$ 3,360.00	$ 3,360.00	supplemental materials testing services
											$ 25,560.00	
	RW21-01	FY21-0250-R3				BOSCO Constructors, Inc.	5/13/2021	BD		$ 1,055,401.00	$ 1,055,401.00	Construction of CWRF Effluent Storage Basin Improvements
							1/6/2022	GM	CO #1		$ 2,746.03	Grinding and patching existing catch basin
							1/6/2022	GM	CO #2		$ 7,968.23	Install Concrete Curb in lieu of Berm
											$ 1,066,115.26	
900-18-02			**CWRF Dewatering Press**	**$ 2,158,000.00**	**$ 1,994,063.42**							
	2017-33	FY18-0055				MNS Engineers, Inc.	8/31/2017	BD		$ 97,932.00	$ 97,932.00	Award and up to $10,000 contingency
							12/8/2017	GM	CO #1	$ 5,370.00	$ 5,370.00	Surveying services
							5/28/2020	BD	CO #2	$ (44,900.00)	$ (44,900.00)	Credit
							5/28/2020	BD	CO #3	$ 87,911.00	$ 87,911.00	professional engineering services to amend and update existing plans and specifications
							9/24/2020	BD	CO #4	$ 24,670.00	$ 24,670.00	Modify plans to rotate solids handling building 90 degrees
											$ 170,983.00	
650-15-01			**PV Well (Lynwood Well)**	**$ 5,967,000.00**	**$ 235,969.63**							
	2014-56	REQ00057				Perliter & Ingalsbe	10/22/2014	BD		$ 156,600.00	$ 156,600.00	Award and to amend up to $15,000 for out-of-scope
							5/26/2015	GM	CO #1	$ 2,950.00	$ 2,950.00	Additional work field locating
							11/15/2016	GM	CO #2	$ 3,821.00	$ 3,821.00	PV well rendering
							11/7/2017	GM	CO #3	$ 14,922.00	$ 14,922.00	Prepare Pre-bid documents for pump and motor
							7/26/2018	BD	CO #4	$ 8,826.00	$ 8,826.00	Construction services to pump only installation
							12/12/2019	BD	CO #5	$ 34,956.00	$ 34,956.00	Review iron and manganese filter & finalize contract plans & specs
							9/2/2020	GM	CO #6	$ 3,090.00	$ 3,090.00	T&M Future FE/MN revisions
							3/11/2021	BD	CO #7	$ 4,935.00	$ 4,935.00	Finalize plans and specifications
							3/11/2021	BD	CO #8	$ 795.00	$ 795.00	engineering design of the removal of filters and reconfiguration of the diesel generator
							3/11/2021	BD	CO #9	$ 7,182.00	$ 7,182.00	engineering design of the removal of filters and reconfiguration of the diesel generator
							6/24/2021	BD	CO #10	$ 76,062.00	$ 76,062.00	engineering & construction support services
							1/13/2022	BD	CO #11	$ 55,803.00	$ 55,803.00	construction support services- additonal work
							2/23/2023	BD	CO #12	$ 14,962.00	$ 14,962.00	construction support services- additonal work
											$ 384,904.00	
		FY22-0010				Unified Field Services	6/24/2021	BD		$ 2,965,198.00	$ 2,965,198.00	PV Well construction services
							2/15/2022	GM	CO #1	$ -	$ -	Add 23 working days no cost
							5/31/2022	GM	CO#2	$ 18,515.19	$ 18,515.19	PLC cost sharing
							12/12/2022	GM	CO# 3	$ 17,023.00	$ 16,338.00	Custom Tee/Raise foundation for chlorine tank
							3/9/2023	GM	CO#4	$ 49,565.00	$ 46,203.08	trenching
							5/25/2023	BD	CO#5	$ 22,865.45	$ 22,865.45	thermostat,addtl conduits & conductors
							7/11/2023	GM	CO#6	$ 20,227.35	$ 20,227.35	addtl work generator, relays, wiring motor vibration sensor
											$ 3,089,347.07	
		FY22-0011				American Public Works Consulting Engineers	6/24/2021	BD			$ 68,200.00	construction management services
							5/3/2022	GM	CO #1		$ 15,500.00	construction management services @ 100 hours
							2/23/2023	BD	CO#2		$ 4,000.00	construction management services @ 100 hours
											$ 87,700.00	
		REQ00036				Golden State Labor Compliance	7/16/2015	GM			$ 3,900.00	labor compliance support
		FY19-0254					7/26/2018	BD	CO #1		$ 4,700.00	labor compliance support
		FY22-0012					6/24/2021	BD	CO#2		$ 24,500.00	labor compliance support
							5/3/2022	GM	CO# 3		$ 9,024.00	labor compliance support
							2/23/2023	BD	CO#4		$ 15,040.00	labor compliance support
											$ 57,164.00	
		FY22-0306				Union Materials Testing						
							4/18/2022	GM			$ 4,480.00	testing and inspection services
							9/14/2022	GM	CO#1		$ 4,500.00	testing and inspection services
							2/10/2023	GM	CO#2		$ 1,500.00	testing and inspection services
											$ 10,480.00	
600-20-02			**Conejo Wellfield Treatment**	**$ 11,275,000.00**	**$ 480,481.75**							
	2020-86	FY20-0326				Provost & Pritchard	6/11/2020	BD		$ 437,000.00	$ 375,000.00	GAC Engineering Design
							9/4/2020	GM	CO#1	$ 5,000.00	$ 5,000.00	alternative design evaluation
							9/29/2020	GM	CO#2	$ 7,000.00	$ 7,000.00	second survey for modified footprint and land acquisition
							2/25/2021	BD	CO#3	$ 58,200.00	$ 58,200.00	Environmental compliance
							10/14/2021	BD	CO#4	$ (10,200.25)	$ (10,200.25)	Enviromental compliance credit
							10/14/2021	BD	CO#5	$ 10,200.25	$ 10,200.25	Phase CDFW/MMRP
							3/23/2023	GM	CO#6	$ 3,925.00	$ 3,925.00	Additional MMRP
											$ 449,125.00	
		FY22-0179				James C. Cushman, Inc.	11/18/2021	BD			$ 5,792,150.00	GAC construction

					8/9/2022	GM	CO#1		$ 4,184.00	Drain inlet box
					12/6/2022	GM	Temp. Ext.	N/A	$ -	zero cost, time only, to bridge longer contract negotiation
					12/12/2022	GM	CO#2	$ 95,610.00	$ 82,535.00	fencing and one 1 bypass
					2/22/2023	GM	CO#3	$ 5,067.00	$ 5,067.00	modifications to grading of detention basin
					4/19/2023	GM	CO #4	$ 27,000.00	$ 24,958.86	Modifications to CO2 System
					4/19/2023	GM	CO #4	$ 6,800.00	$ 6,004.18	Addition of Auxillary Power Break for Generator
					3/23/2023	BD	CO #5	$ 15,276.00	$ 14,658.00	Edison Transformer Pad
					3/23/2023	BD	CO #5	$ 15,694.00	$ 14,796.00	Booster Pump/Temporary Power
					3/23/2023	BD	CO #5	$ 23,524.00	$ 23,524.00	Modification of tank finish bolted tanks
					5/22/2023	GM	CO #6	$ 23,585.00	$ 23,585.00	Additional wiring chemical tank, backwash tan and GAC control actuators
					6/5/2023	GM	CO #7	$ 38,279.00	$ 32,207.89	Addtl Newtork conduits, underground conduits, static grounding, pothole 6"waterline, pull boxes
					8/7/2023	GM	CO #8	$ 76,000.00	$ 76,000.00	Addtl grading work
									$ 6,099,669.93	
	FY22-0151			Michael K. Nunley & Associates	11/18/2021	BD		$ 179,850.00	$ 179,850.00	Conejo Wellfield construction management
					11/16/2022	GM	CO#1	$ 23,956.09	$ 23,956.09	Remainder construction management.
									$ 203,806.09	
	FY22-0149			Royal CED	11/10/2021	BD		$ 1,054,110.97	$ 1,054,110.97	
					3/3/2023	GM	CO#1	$ 1,899.17	$ 1,899.17	PCM panel, elliminate mmcs, spare cabinet, plm bom panel
									$ 1,056,010.14	
650-22-02	**Tierra Rejada Well**	**$ 540,000.00**	**$ 20,301.02**							
				Hopkins Groundwater Consultants	11/16/2020	GM		$ 3,960.00	$ 3,960.00	Task 1 Well Information Review and Analysis
					2/1/2021	GM	CO#1	$ 12,720.00	$ 12,720.00	Task 2,3,& 4
					6/25/2021	GM	CO#2	$ 3,540.00	$ 3,540.00	Technical Support. Review update specifications Task 5
					7/14/2021	GM	CO#3	$ 3,240.00	$ 3,240.00	Additional technical support Task 2 & Task 3
					12/9/2021	BD	CO#4	$ 5,490.00	$ 5,490.00	Additional inspection services/spinner overview
					5/26/2022	BD	CO#5	$ 17,810.00	$ 17,810.00	Additional hydrogeological Design/Inspection Services
					9/27/2022	GM	CO#6	$ 1,814.00	$ 1,539.00	T&M basis to perform a summary report
									$ 48,299.00	
				General Pump	8/5/2021	BD			$ 222,223.00	Rehabilitation of Tierra Rejada Well
					10/21/2021	GM	CO#1		$ 950.00	Conduct dynamic video and provide report
					12/9/2021	BD	CO#2		$ 32,925.50	Additional cleaning
					12/9/2021	BD	CO#3		$ 29,765.73	additional pump installation/removal
					6/29/2022	BD	CO#4		$ 139,733.00	cleaning and redevelopment
					11/10/2022	BD	CO#5		$ 60,541.75	purchase and installation of column pip
									$ 486,138.98	
	ASRB GSA GSP									
	FY22-0136			Intera	10/6/2021	BD			$ 603,390.00	Development of groundwater sustainability plan
					8/17/2022	GM	CO#1		$ 39,000.00	Hydrogeologic Conceptual Model Task 1
					8/17/2022	GM	CO#2		$ 16,480.00	GSP team calls/coordination/project management
					8/17/2022	GM	CO#3		$ 4,010.00	Water budget partition across bailey fault
									$ 642,390.00	

2023 Camrosa Board Calendar

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
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FEBRUARY

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MARCH

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APRIL

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30						

MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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31						

2023 Holidays

- January 2nd - New Year's Holiday (Observed)
- February 20th - President's Day
- May 29th - Memorial Day
- July 4th - Independence Day
- September 4th - Labor Day
- November 13th - Veteran's Day
- November 23rd & 24th - Thanksgiving
- December 22nd & 25th - Christmas
- December 29th - New Year's Eve

2023 Conferences

- CASA Winter Conf. (Palm Springs) - Jan. 25th - 27th
- ACWA Spring Conf. (Monterey) - May 9th - 11th
- CASA 68th Annual Conf. (San Diego) - Aug. 9th - 11th
- ACWA Fall Conf. (Indian Wells) - Nov. 28th - 30th

2023 AWA Meetings

- *"Water Issues" Third Tuesday (except Apr., Aug., Dec.)*
- Waterwise Breakfast (See yellow on calendar)
- AWA Board Meetings (See orange on calendar)
- May 25th - Annual Symposium
- ***August - DARK (No Meetings or Events)***
- September 28th - Reagan Library Reception
- December 7th - Holiday Mixer

2023 VCSDA Meetings

- February 7th - Annual Dinner
- April 4th
- June 6th
- August 1st
- October 3rd
- December 5th

Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

Note: Board of Directors meetings are highlighted in RED. Board Meetings are held on the **2nd & 4th Thursday** of each month at 5pm unless indicated.

Calleguas Board Meetings are held 1st & 3rd Wednesday - 5:00 PM