

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 16-8-17F

**RESOLUTION AUTHORIZING AGREEMENT WITH NORTH|STAR UTILITIES SOLUTIONS
"NORTH|STAR" TO INTEGRATE THE NORTH|STAR CIS AND BADGER BEACON AMA**

WHEREAS, Highline Water District "District" is implementing the Badger Beacon AMA solution; and

WHEREAS, The District requires North|Star to create a Customer account/meter synch file to integrate the North|Star CIS and Badger Beacon AMA; and

WHEREAS, the scope of work includes the following tasks:

- Create a Customer account/meter sync program based on the Badger Accounts and Assets file layout provided.
- Create a meter reading import and export file, as per file layouts provided for the Beacon AMA.
- Provide Meter Exchange refresher training via a web session
- Provide User Acceptance testing support
- Upon Customer acceptance promote interface to production
- Provide post LIVE support for 10 business days

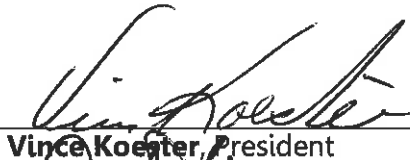
WHEREAS, an annual maintenance fee of \$7,114.80 will be assessed by North|Star.

NOW, THEREFORE, BE IT RESOLVED:

The Board of Commissioners authorizes the General Manager or designee to enter into an agreement (Exhibit A, attached and incorporated herein) with North|Star to create a customer account/meter synch file to integrate the North|Star CIS and Badger Beacon AMA for a not to exceed amount of \$32,340.00.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **17th** day of **August 2016**.

BOARD OF COMMISSIONERS



Vince Koester, President



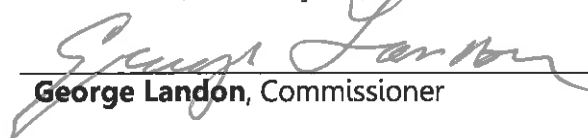
Daniel Johnson, Commissioner



Kathleen Quong-Vermeire, Commissioner



Todd Fultz, Secretary



George Landon, Commissioner



EXHIBIT A

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Date: August 9, 2016
Customer: Highline Water District, WA
Attention: Greg Wilson

JIRA ID: 36509
Department: NS-PS
Fixed Price: \$32,340

An annual maintenance fee of \$7,114.80 will be separately invoiced for this custom modification and is not included in this fixed services price quote.

Services Description: Highline Water District (*Highline*) is implementing the Badger Beacon AMA solution. Highline requires NorthStar to create a Customer account/meter synch file to integrate the NorthStar CIS and Beacon AMA.

Scope of Work:

- Create a Customer account/meter sync program based on the Badger Accounts and Assets file layout provided.
- Create a meter reading import *and* export file, as per file layouts provided for the Beacon AMA.
- Provide Meter Exchange refresher training via a web session.
- Provide User Acceptance testing support:
 - Highline to create account/meter file within NorthStar.
 - Export account/meter file to Badger.
 - Confirm required data is displaying within the Badger AMA.
 - Create meter reading file within NorthStar
 - Export file to Badger
 - Confirm required meter reading data is displaying within the Badger AMA.
 - Upon export from Beacon, should there be any issues with uploaded data will be captured within the Meter Reading Verification report.
- Upon Customer acceptance promote interface to production.
- Provide post LIVE support for 10 business days.

Assumptions:

- The account/meter file will be automated through the Windows task scheduler based on a scheduler determined by Highline.



- Highline will utilize the NorthStar Meter Exchange module for meter replacements as required.
- The installation and configuration of the Meter Exchange module is complete. Highline has used Meter Exchange within their production environment.
- Badger Beacon will utilize the Meter Exchange file format. Any modifications to the format will be considered new scope which will be assessed and handled via a project change order process.
- NorthStar will configure the Badger Beacon integration as a secondary export file translation to allow Highline to continue to process their Sensus files during the transition period.
- All project activities to be performed remotely, unless otherwise requested.
- Highline will provide the appropriate remote access to its network, facilities, and systems as may be required to perform activities from one of NorthStar's locations. NorthStar shall abide by all rules and directions of Highline when accessing Highline's network, facilities or systems.
- Upon deployment of the interface into NorthStar TEST, Highline will have thirty (30) calendar days for acceptance testing, during which time, issues reported within the 30 days will be resolved at no charge provided they are part of the original scope of work. At that time the interface will be promoted to the production environment on agreement from Highline. All changes or issues reported after 30 days will be considered billable, unless a prior arrangement or extension to the acceptance period is made. If the testing period extends past 30 calendar days there will be an additional charge to move the modification or interface into Production unless a prior arrangement or extension has been agreed upon.
- Highline resources will be available as required for User Acceptance testing. It is expected that the individuals identified will have experience in the day-to-day operations and will work closely with the NorthStar Consultant to resolve issues as required. The main purpose for this interaction is to provide a quick and consistent response to procedural issues so that the NorthStar Consultant is not required to contact a large number of Users.
- Should Highline require any data refreshes of the NorthStar TEST system throughout testing they will need to coordinate the refresh with NorthStar to ensure none of the configuration work is overwritten in error. If a refresh occurs without NorthStar's prior knowledge and set ups need to be restored a change order will be issued for the additional effort to do so.



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Approach:

Upon receipt of this signed document, the following steps will be taken:

1. Work will be scheduled to commence approximately 90 days from receipt of approval.
2. Client will be contacted to inform them of the scheduled date of their work and the estimated time frame for when they will be required for testing.
3. Approximately 1 week prior to beginning the work, client will be contacted by the NorthStar Consultant assigned to their project to confirm that they will be beginning work.

To proceed with this request, we require your written approval. Once received, Detailed Requirements to further clarify scope may be completed if deemed necessary and will be sent to you for sign off prior to commencement of work. At that time if the scope is determined to be greater than that of the original estimate, the estimate will be revised.

Upon acceptance of the Statement of Work, an estimated completion date will be provided. Work will commence approximately 90 days from approval of this quote. Should additional time be required to complete this project at any time, you will be notified and asked for your approval in advance of NorthStar completing the incremental work.

Once the custom modification is ready for testing, you will be contacted by the NorthStar developer assigned to your project to walk you through the steps required for testing.

Acceptance Terms:

The work contained within this document is deemed completed and accepted if one of these criteria is met:

- The modification is moved to the Live environment upon customer approval
- 30 days has elapsed from delivery of the modification into the customer TEST environment

Note: Any items requiring support following acceptance of this work should be logged through the Support Desk.

Price:

This is a fixed price quote based on the scope described above. An additional amount equal of 5% of the total fees billed have been included in the fee charged to cover technology, communication and



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administrative costs. If there are material changes to the scope or our understanding of the scope, the price is subject to change.

Any additional scope will be charged at a rate of \$200/hr.

Price excludes any applicable taxes.

Invoices are payable upon receipt.

Quote is valid for 60 days from date of delivery. After 60 days the quote will be considered expired and would need to be reassessed and re-quoted if still required.

Payment Terms:

This quotation will require a 50% deposit on signing, before any work will begin.

- 25% is due upon deployment to non-production environment.
- 25% is due 30 days from deployment to non-production environment.

*** Maintenance:**

- 100% is due 30 days after software installation.

Invoices are payable upon receipt.

Termination:

Unless NorthStar and/or Highline Water District exercises its right to terminate this quote due to material breach or default, NorthStar must provide, and Highline must purchase, Services from NorthStar for the items defined within this quote.

If Highline and/or NorthStar exercises its right to terminate this quote due to material breach or default, or Highline and/or NorthStar terminates this quote without cause,

Highline's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;
2. Return the Software to NorthStar and 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 NorthStar. (if applicable)



3. Complete payment for services performed and expenses incurred prior to termination including:
 - a. Any amounts previously invoiced but unpaid;
 - b. Fees for services performed through the termination date which has not been invoiced; and
 - c. Any approved Travel and Living costs.

NorthStar's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;
2. Refund to Highline any fees that have not been earned under this quote through the termination date.

Under no circumstances shall NorthStar be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if NorthStar has been advised of the possibility of such damages. In any event, NorthStar shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by NorthStar under this statement of work.

Acceptance:

A signature below will serve as authorization to proceed with this quotation. Please sign and return this document by fax to: 613-482-4874 or by email to: Nadine Campbell at NCampbell2@northstarutilities.com.

Approval to Proceed

Please provide both an authorized signature for sign off on this quotation, and a technical contact where we should be directing Technical Issues.

_____	_____	_____
Print Name (Authorized signature)	Signature	Date
<u>GREG Wilson</u>	<u>gwilson@highlineutilities.org</u>	<u>206-592-8914</u>
Name (Technical Contact)	e-mail	Phone Number

Declined

If you do not wish to proceed with this work, please check one of the boxes below by way of an explanation, and we will update our records accordingly.



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- No longer required
 - Insufficient funds at this time
 - Work completed internally
 - Cost is prohibitive
 - Work around created
 - Other
-

If you have any questions or need further information, please feel free to contact Mary Lee Whitehead, Project Manager at mwhitehead@northstarutilities.com.

Agenda Item No.: 5.6
Agenda Date: 8/17/16
Reviewed By: M.E.

Subject: Resolution authorizing agreement with North|Star Utilities Solutions to integrate the North|Star CIS and Badger Beacon AMA

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input checked="" type="checkbox"/>
<i>Engineering/Operations</i>	<input type="checkbox"/>

FINANCIAL						
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>		
				<i>Amount:</i> \$ <u>32,340.00</u>		

Attachments:

1. Resolution 16-8-17F
2. Exhibit A – Agreement with North|Star Utilities Solutions

Comments:

The District is implementing the Badger Beacon AMA solution.

The District requires North|Star to create a Customer account/meter synch file to integrate the North|Star CIS and Badger Beacon AMA.

Staff recommends approval of this resolution.