



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION

## MEETING AGENDA

Wednesday, February 28, 2024

4:00 PM

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, February 28, 2024 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**PUBLIC FORUM:**

**APPROVAL OF MINUTES:**

1. Consider a motion to approve the January 24, 2024 Regular Commission Meeting Minutes.

**VERIFIED CLAIMS:**

2. Consider a motion to approve \$1,321,171.66 in verified claims for January and February 2024.

**COMMISSION REPORTS:**

**CONSENT AGENDA:** Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

3. Consider a motion to approve the procurement contract with Nelson Roofing for re-roofing the south portion of the GRPU Combined Service Center (CSC) for \$426,479 and authorize the General Manager to sign the contract.
4. Consider a motion to ratify the procurement contract with Martin's Snowplow and Equipment for a new snowplow for \$12,704.99.
5. Consider a motion to ratify the procurement contract with Tech Sales Co for flow meters for wells 4 and 6 for \$9,075.12.

**SETTING OF REGULAR AGENDA:** This is an opportunity to approve the regular agenda as presented, or add/delete an agenda item by a majority vote of the Commission members present.

**SAFETY REPORT:**

6. Safe Drinking Water - *Legionella* Mitigation Update
7. Review Safety Monthly Report

**ADMINISTRATION:**

- [8.](#) Consider a motion to ratify the 2024 Minnesota Pay Equity Compliance Report and authorize signature and filing the report with the Minnesota Office of Management and Budget.
- [9.](#) Consider a motion to approve the employee classification and compensation study conducted by Gallagher.
- [10.](#) Consider a motion to approve the full lump sum merit pay allowed in the General Manager's employment agreement based on the Commissioners evaluation of her 2023 performance.
- [11.](#) Consider a motion to approve the updated position description for Information Systems (IS) Utility Locator/GIS Technician and authorize the internal and external advertisement for the position.
- [12.](#) Consider a motion to approve position description for Temporary Part-Time Administrative Assistant/Customer Service Representative and authorize the internal and external advertisement for the position.

**BUSINESS SERVICES DEPARTMENT:**

- [13.](#) Consider a motion to approve a master subscription agreement and statement of work with SpryPoint Services Inc. for utility billing, customer portal, interval data management, and service orders and authorize the General Manager to sign documents.
- [14.](#) Review Business Services Monthly Report

**ELECTRIC DEPARTMENT:**

- [15.](#) Review Electric Utility Monthly Report

**WATER AND WASTEWATER DEPARTMENT:**

- [16.](#) Review Water Utility Monthly Report
- [17.](#) Review Wastewater Utility Monthly Report

**ADJOURNMENT:**

The next Work Session is scheduled for Wednesday, March 13, 2024 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, March 27, 2024 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC's desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, please contact our office at 218-326-7024 and we will provide you with a copy of the policy.



**GRAND RAPIDS PUBLIC UTILITIES COMMISSION  
MEETING MINUTES**

**Wednesday, January 24, 2024**

**4:00 PM**

**Secretary Francisco called the meeting to order at 4:00PM**

**PRESENT: Secretary Luke Francisco, Commissioner Nancy Saxhaug, Commissioner Rick Smith, Commissioner Dale Adams**

**ABSENT: President Tom Stanley with notice.**

**STAFF: Julie Kennedy, Steve Mattson, Chad Troumbly, Jean Lane, Mike LeClaire, Megan Pehrson**

**PUBLIC FORUM:**

**No one from the public was present.**

**APPROVAL OF MINUTES:**

1. Consider a motion to approve the December 13, 2023 Special Meeting Minutes, the December 13, 2023 Regular Commission Minutes, the December 29, 2023 Special Meeting Minutes, and the January 10, 2024 Work Session Minutes.

**Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the December 13, 2023 Special Meeting Minutes, the December 13, 2023 Regular Commission Minutes, the December 29, 2023 Special Meeting Minutes, and the January 10, 2024 Work Session Minutes.**

**Voting Yea: Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams**

**VERIFIED CLAIMS:**

2. Consider a motion to approve \$3,841,529.63 verified claims for December 2023 and January 2024.

**Motion made by Commissioner Adams, Seconded by Commissioner Saxhaug to approve \$3,841,529.63 verified claims for December 2023 and January 2024. Voting Yea: Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams**

**COMMISSION REPORTS:**

**None.**

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

**Motion made by Commissioner Smith, Seconded by Commissioner Adams to approve the consent agenda as presented. Voting Yea: Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams**

3. Consider a motion to confirm filling the Information Systems positions with the preferred candidates.

**Approved on consent agenda.**

4. Consider a motion to confirm continuing employment with Ms. Candy Carsella-Kee as a part-time Special Project Coordinator for the ERP project implementation.

**Approved on consent agenda.**

5. Consider a motion to ratify the procurement contract with Greenshades Software LLC for \$1,476.30 to provide professional services for end-of-year payroll processes.

**Approved on consent agenda.**

6. Consider a motion to approve the first amendment to the Rural Cellular Corporation (Verizon) communication lease for the north tower site and authorize the General Manager to sign the contract and the memorandum of lease.

**Approved on consent agenda.**

7. Consider a motion to approve the procurement contract with Vessco Inc. for an Aqua Wash Press compactor for the domestic screen for \$83,250 and authorize the General Manager to sign the contract.

**Approved on consent agenda.**

SETTING OF REGULAR AGENDA: This is an opportunity to approve the regular agenda as presented, or add/delete an agenda item by a majority vote of the Commission members present.

**Motion made by Commissioner Adams, Seconded by Commissioner Saxhaug to approved the regular agenda. Voting Yea: Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams**

SAFETY REPORT:

8. Review Safety Monthly Report

**Reviewed Safety Monthly Report**

ADMINISTRATION:



9. Acknowledge being awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting to the GRPU for the 2022 Annual Comprehensive Financial Report.

**General Manager Julie Kennedy acknowledged being awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting to the GRPU for the 2022 Annual Comprehensive Financial Report.**

**BUSINESS SERVICES DEPARTMENT:**

10. Consider a motion to approve the 2024 workers' compensation premium coverage quotation regular premium option from the LMCIT in the amount of \$89,132 and authorize the general manager to sign premium documents and approve the payment of the 2024 insurance premium of \$89,132 to the LMCIT.

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the 2024 workers' compensation premium coverage quotation regular premium option from the LMCIT in the amount of \$89,132 and authorize the general manager to sign premium documents and approve the payment of the 2024 insurance premium of \$89,132 to the LMCIT. Voting Yea: Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams**

11. Consider a motion for GRPU to cease Federal Energy Regulatory Commission (FERC) regulatory accounting and only use General Accepted Accounting Principles of Governmental Accounting Standards Board for accounting and reporting.

**Motion made by Commissioner Adams, Seconded by Commissioner Smith to cease Federal Energy Regulatory Commission (FERC) regulatory accounting and only use General Accepted Accounting Principles of Governmental Accounting Standards Board for accounting and reporting. Voting Yea: Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams**

12. Review Business Services Department Report

**Reviewed Business Services Department Report**

**ELECTRIC DEPARTMENT:**

13. Consider a motion to adopt the GRPU Electric Vehicle Policy.

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to adopt the GRPU Electric Vehicle Policy. Voting Yea: Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams**

14. Review Electric Utility Monthly Report

**Reviewed Electric Utility Monthly Report**

**WATER AND WASTEWATER DEPARTMENT:**

15. Review Water Utility Monthly Report

**Reviewed Water Utility Monthly Report**

16. Review Wastewater Utility Monthly Report

**Reviewed Wastewater Utility Monthly Report**

DEPARTMENT HEAD REPORT:

17. W & WW Department Head Presentation

**Water/Wastewater Department Manager Steve Mattson gave the Department Head Presentation**

ADJOURNMENT:

**There being no further business, the meeting was adjourned at 4:54PM.**

**Respectfully submitted,**

*Megan Pehrson*

**Megan Pehrson, Executive Assistant**



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** February 28, 2024

**AGENDA ITEM:** Consider a motion to approve \$1,321,171.66 verified claims for January and February 2024.

**PREPARED BY:** Jean Lane, Business Services Manager

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## **BACKGROUND:**

See attached check registers:

Computer check register \$ 119,442.71  
Manual check register \$1,201,728.95

Total \$1,321,171.66

## **RECOMMENDATION:**

Consider a motion to approve \$1,321,171.66 of verified claims for January 2024 and February 2024.

Grand Rapids Public Utilities  
Accounts Payable  
January/February 2024  
(Meeting Date: 2/28/2024)

Item 2.

<b>NAME</b>	<b>AMOUNT</b>
Acheson	1,378.85
Aramark	248.71
Bemidji Steel Company	2,277.78
Border States	1,991.40
Bunes Septic Service	285.00
Central McGowan	615.75
City of Grand Rapids	445.05
Cole Hardware	179.53
Compass Minerals	4,526.34
Core & Main	2,594.83
Fastenal	265.48
Figgins Truck & Trailer	6,365.59
Frontier Energy	6,188.25
Government Finance Officers	230.00
Grainger	2,638.68
Industrial Lubricant Company	529.80
Ingersoll Rand	23,318.29
Innovative	225.58
Itasca County	1,372.27
L&M	7.57
Lake States Construction	9,638.41
Macqueen Equipment	6,240.89
MN Power	28,838.00
Pitney Bowes	2,274.96
Procise Solutions	2,450.00
Rapids Welding	15.00
RCB Collections	149.60
Resco	2,127.50
RMB	599.58
Sandstroms	549.61
Viking Electric	422.58
Wesco	1,861.00
WUSZ-FM	460.00
Xerox	242.80
Ziegler Companies	162.83
Energy Efficiency Rebate:	
Anderson Glass	1,326.90
Arrowhead Promotions	1,200.00
ASV Inc	5,163.30
Hagblom, Jerrie	35.00
<b>Total</b>	<b>119,442.71</b>

## January 2024 Check Register

Document Date	Check #	Vendor Name	Document Amount	
1/2/2024	5021	Northeast Service Cooperative	4,163.00	1/31/2024
1/2/2024	5022	Northeast Service Cooperative	58,727.28	1/31/2024
1/6/2024	5023	Invoice Cloud	3,169.20	1/31/2024
1/10/2024	5024	WEX Health	176,156.00	1/31/2024
1/9/2024	5025	Wells Fargo Pcard	1,595.30	
1/17/2024	5026	WEX Health	1,227.09	1/31/2024
1/16/2024	5027	Public Employees Retirement Association	17,362.51	1/16/2024
1/16/2024	5028	MN Department of Revenue	4,816.41	1/16/2024
1/16/2024	5029	Wells Fargo Bank	28,149.88	1/16/2024
1/16/2024	5030	Empower Retirement	9,424.55	1/16/2024
1/19/2024	5031	MN Department of Revenue	78,271.00	1/31/2024
1/19/2024	5032	MN Department of Revenue	189.00	1/31/2024
1/24/2024	5033	WEX Health	93.50	1/31/2024
1/29/2024	5034	Public Employees Retirement Association	16,877.48	1/29/2024
1/29/2024	5035	MN Department of Revenue	4,593.24	1/29/2024
1/29/2024	5036	Wells Fargo Bank	26,958.77	1/29/2024
1/29/2024	5037	Empower Retirement	9,094.72	1/29/2024
1/30/2024	5038	WEX Health	1,227.17	1/31/2024
1/30/2024	5039	4M Fund	425,000.00	1/31/2024
1/5/2024	82546	MN Unemployment Insurance Fund	9,985.10	1/5/2024
1/5/2024	82547	MN Energy Resources Corporation	30.00	1/5/2024
1/5/2024	82548	Mattson Steve	46.51	1/5/2024
1/5/2024	82549	UNUM Life Insurance Company of America	3,387.94	1/5/2024
1/9/2024	82550	Customer Refunds - MN Dept of Commerce	22.36	1/31/2024
1/9/2024	82551	Customer Refunds - B. Bunes	104.48	1/31/2024
1/9/2024	82552	Customer Refunds - N. Card	84.12	1/31/2024
1/9/2024	82553	Customer Refunds - D. Pischke	125.12	1/31/2024
1/9/2024	82554	Customer Refunds - S. Doely	105.63	1/31/2024
1/9/2024	82555	Customer Refunds - Thomas/Rushman	99.37	1/31/2024
1/9/2024	82556	Customer Refunds - Yeti Earthwords	105.52	1/31/2024
1/10/2024	82573	City of LaPrairie	15,152.21	1/31/2024
1/12/2024	82574	MN Unemployment Insurance Fund	5,843.52	1/12/2024
1/12/2024	82575	Radtke James	4,487.88	1/12/2024
1/12/2024	82576	Guertin, Ronald D	73.49	1/12/2024
1/16/2024	82577	City of Grand Rapids	55.55	1/16/2024
1/16/2024	82578	Customer Refunds - HRA	2,820.00	1/31/2024
1/16/2024	82579	Customer Refunds - J. Barkedr	70.92	1/31/2024
1/16/2024	82580	Customer Refunds - A. Dahlin	124.65	1/31/2024
1/16/2024	82581	MN Child Support Payment Center	391.32	1/16/2024
1/16/2024	82582	NCPERS Group Life Insurance	80.00	1/16/2024
1/18/2024	82583	MN Department of Health	7,858.00	1/31/2024
1/18/2024	82584	Customer Refunds - Otten	400.00	1/31/2024
1/19/2024	82585	League of MN Cities	89,132.00	1/19/2024
1/19/2024	82586	First Net AT & T Mobility	231.37	1/19/2024
1/19/2024	82587	Verizon Wireless	1,090.03	1/19/2024
1/19/2024	82588	Driver and Vehicle Services	688.50	1/19/2024

1/19/2024	82589	UNUM Life Insurance Company of America	3,882.13	1/19/2024
1/19/2024	82590	Grand Rapids Area Chamber of Commerce	1,200.00	1/19/2024
1/19/2024	82591	Lane Jean	56.25	1/19/2024
1/19/2024	82592	Drotts Eric	57.00	1/19/2024
1/26/2024	82627	Dakota Supply Group	32.38	1/26/2024
1/26/2024	82628	Figgins Truck & Trailer Repair Incorporated	271.62	1/26/2024
1/26/2024	82629	MN Energy Resources Corporation	769.96	1/26/2024
1/26/2024	82630	MN Pollution Control Agency	1,918.00	1/26/2024
1/26/2024	82631	MN Pump Works	11,834.00	1/26/2024
1/26/2024	82632	Postage By Phone System	5,000.00	1/26/2024
1/26/2024	82633	Rapids Welding Supply	165.40	1/26/2024
1/26/2024	82634	TNT Aggregates LLC	19,294.00	1/26/2024
1/26/2024	82635	US Bank Equipment Finance	315.73	1/26/2024
1/26/2024	82636	Xerox Corporation	106.32	1/26/2024
1/26/2024	82637	Customer Refunds - R. Erickson	96.99	1/31/2024
1/26/2024	82638	Customer Refunds - L. Chapman	91.84	1/31/2024
1/29/2024	82639	MN Child Support Payment Center	391.32	1/29/2024
1/29/2024	82640	MN Council 65	1,866.20	1/29/2024
1/31/2024	82641	City of Grand Rapids	71,698.75	1/31/2024
	82642	Voided		
1/31/2024	82643	City of Grand Rapids	72,333.37	1/31/2024
1/31/2024	82644	City of Grand Rapids	156.00	1/31/2024
1/19/2024	EFT0000000000018	US Bank Corporate Trust	500.00	1/19/2024

Checks Previously Approved \*\* 0.00

Manual Checks/EFT to be approved 1,201,728.95

**Total Manual Checks 1,201,728.95**



## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

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**AGENDA DATE:** February 28, 2024

**AGENDA ITEM:** Consider a motion to approve the procurement contract with Nelson Roofing for re-roofing the south portion of the GRPU Combined Service Center (CSC) for \$426,479 and authorize the General Manager to sign the contract.

**PREPARED BY:** Steve Mattson, Water/Wastewater Department Manager

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### **BACKGROUND:**

This procurement is for an approved CSC capital purchase with a budget of \$450,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

### **RECOMMENDATION:**

Consider a motion to approve the procurement contract with Nelson Roofing for re-roofing the south portion of the GRPU Combined Service Center (CSC) for \$426,479 and authorize the General Manager to sign the contract.

## PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Nelson Roofing, INC., located at 1955 Hwy 37, Hibbing, MN 55746 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

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### Recitals

A. GRPUC has solicited and received quotations from contractors for Re-roofing the Upper/High Area roof at the Combined Service Center for the Grand Rapids Public Utilities Commission (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

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### Contract

#### 1. Term of Contract

1.1 Effective date. The effective date of this Contract is February 9<sup>th</sup>, 2024. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is July 1<sup>st</sup>, 2024, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Contractor’s Duties

2.1 The Contractor shall:

Replace the roof on the higher part of the Combined Service Center

(The services (if any) to be provided by Contractor to GRPUC are referred to as the “**Services**.” The goods (if any) to be provided by Contractor to GRPUC are referred to as the “**Goods**.”). Contractor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit C**.

2.2 GRPUC may make changes to the general scope of Goods and Services (including but not limited to, suspension of performance, changes in time of performance, schedule, quantities, or specifications) by written notice, or by oral notice subsequently confirmed by GRPUC in writing within ten (10) days thereafter, to Contractor. If such changes affect



the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. Contractor shall proceed with providing the Goods and Services as so changed, notwithstanding any dispute regarding such equitable adjustment. Any claim of such adjustment must be submitted to GRPUC in writing within thirty (30) days from the date the change is ordered, and Contractor shall not be entitled to any adjustment unless such written claim is so submitted.

- 2.3 GRPUC may from time to time, require additional Services or Goods from Contractor. Such additional Services or Goods, including the amount of compensation for such additional Services or Goods, mutually agreed upon by and between GRPUC and Contractor, shall be effective when incorporated by written amendment to this Contract. Additional Services or Goods shall not begin until the amendment is executed. Thereafter, such additional Services or Goods shall be subject to the terms of this Contract.
- 2.4 Contractor agrees that all Goods and Services shall be provided in accordance with all applicable laws, rules, regulations, ordinances, codes, and orders of all federal, state, and local governmental authorities, agencies, departments, or bureaus having jurisdiction and which affect the Goods or Services hereunder (“**Legal Requirements**”) without extra charge or expense. Contractor will be responsible for a violation of any such Legal Requirements arising out of the provision of Goods or Services by Contractor and will indemnify, defend, and hold harmless GRPUC from and against any fine or expense, including reasonable attorneys’ fees and disbursements, resulting to it by reason of any such violation by Contractor.
- 2.5 The Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor’s profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. All Services shall be performed and all Goods shall be produced and delivered to the satisfaction of GRPUC, and in accordance with the Legal Requirements. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of the Legal Requirements.
- 2.6 Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods shall be professionally competent and properly qualified. If so requested by GRPUC, Contractor shall remove any person GRPUC deems incompetent, careless, or otherwise objectionable. At all times Contractor will be responsible for the acts, omissions, work, materials, and equipment of its employees, subcontractors, and agents and any other person, directly or indirectly, employed by any of them.
- 2.7 Contractor shall cooperate fully with GRPUC, other GRPUC contractors, municipalities, local government officials, public utility companies, and others as may be directed by GRPUC. This shall include attendance at meetings, discussions, and hearings as may be requested by GRPUC, furnishing data as may be requested from time to time by GRPUC to effect such cooperation, and compliance with all directives issued by GRPUC.

- 2.8 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.
- 2.9 Contractor shall be responsible for the health and safety, and shall provide and maintain a safe working environment, for all its employees, agents, subcontractors, and invitees. Contractor shall adopt, supervise, and enforce reasonable and adequate safety requirements, including GRPUC's work safety rules and any safety plan or requirements which may be established by GRPUC, and shall at all times observe and comply fully with all Legal Requirements relating to health and safety.
- 2.10 Contractor is responsible for the handling and distribution of its own tools, equipment, and materials. Contractor shall confine its tools, equipment, and materials, and its operations, to areas directed by GRPUC. Contractor shall organize and coordinate, well in advance of the time required by this Contract, the procurement and delivery of all necessary materials, supplies, and equipment so that they will be available as needed for timely completion of the Goods and Services.

### 3. Representations and Warranties

- 3.1 GRPUC is authorized to enter into this Contract.
- 3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of GRPUC.
- 3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

### 4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

### 5. Consideration and Payment

- 5.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:
- 5.1.1 Compensation. The Contractor will be paid Four Hundred and Twenty-Six Thousand Four Hundred and Seventy-Nine Dollars (\$426,479.00) in accordance with **Exhibit D**.

5.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed Four Hundred and Twenty-Six Thousand Four Hundred and Seventy-Nine Dollars (\$426,479.00).

## 5.2 Payment.

5.2.1 Invoices. GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services actually performed, and Goods actually delivered to GRPUC, in accordance with Section 1 of **Exhibit A**. Invoices must be submitted timely and according to the schedule set forth on **Exhibit D**.

## 6. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4<sup>th</sup> Street, and the following telephone number: 218-326-7024, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is John Larrabee, Estimator/Project Manager at the following business address: 1955 Hwy 37, Hibbing, MN 55746, and the following telephone number: 218-262-3545, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

## 7. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

Exhibit A: Contract Terms

Exhibit B: Insurance Terms

Exhibit C: Specifications, Duties, and Scope of Work

Exhibit D: Price and Payment Schedule

**Nelson Roofing, Inc.**

By: 

Print Name: John Larrabee

Title: General Manager

Date: 2/12/2024

**Grand Rapids Public Utilities Commission**

By: \_\_\_\_\_

Print Name: Julie A. Kennedy

Title: General Manager

Date: \_\_\_\_\_

## Exhibit A: Contract Terms

### 1. Prompt Payment and Invoicing.

- 1.1 Prompt Payment. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice. Terms requesting payment in less than thirty (30) days will be changed to read "Net 30 days." Notwithstanding the foregoing, GRPUC may pay the Contractor in advance in its sole discretion.

The payment for each invoice will only be made for Goods received or Services actually performed that have been accepted by GRPUC, and meet all terms, conditions, and specifications of the Contract.

- 1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as **Exhibit D, Supplement 1**, unless an alternative format is approved in writing by GRPUC's Authorized Representative.

### 2. Termination.

- 2.1 Termination for Convenience. GRPUC may cancel this Contract at any time, with or without cause, upon thirty (30) days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed and Goods satisfactorily produced and delivered.

- 2.2 Termination for Breach. GRPUC may terminate this Contract, with cause, upon thirty (30) days' written notice to Contractor of the alleged breach and opportunity to cure. If after thirty (30) days, the alleged breach has not been remedied, GRPUC may immediately terminate the Contract.

- 2.3 Termination by Mutual Agreement. The Parties may terminate this Contract at any time by mutual written agreement.

- 2.4 Effect of Termination. Upon receipt of any notice of termination Contractor shall immediately stop performance of the Services and stop production and delivery of the Goods to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination.

- 2.5 Return of Information. Upon termination of this Contract, or earlier upon GRPUC's request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any Confidential Information or work product information or make such other disposition thereof as GRPUC may direct in writing.

### 3. Force Majeure.

Neither Party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the Party unless the act or occurrence could have been reasonably foreseen and reasonable action

could have been taken to prevent the delay or failure to perform. A Party relying on this provision to excuse performance must provide the other Party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

#### 4. Confidentiality.

In connection with Contractor's provision of the Goods and Services under this Contract ("**Purpose**") GRPUC may disclose to Contractor, or Contractor may otherwise receive access to, confidential or proprietary information of GRPUC ("**Confidential Information**"). Contractor shall use the Confidential Information solely for the Purpose and shall not disclose or permit access to Confidential Information other than to its employees, officers, and advisors (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Contract; and (c) agree to be bound by the confidentiality terms contained herein. Contractor shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Contractor shall promptly notify GRPUC of any unauthorized use or disclosure of Confidential Information and cooperate with GRPUC to prevent further use or disclosure. Contractor will be responsible for any breach of this paragraph caused by its Representatives. If Contractor is required by law or court order to disclose Confidential Information, Contractor shall provide GRPUC with prompt written notice thereof, so that GRPUC may seek a protective order or other appropriate remedy, as well as notice of the terms and circumstances surrounding such request or requirement. Contractor and its Representatives will use reasonable efforts to obtain and will not oppose action by GRPUC to obtain such protective order or other appropriate remedy. If such protective order or other remedy is not obtained, then Contractor will furnish only that portion of the Confidential Information which Contractor is advised by Contractor's legal counsel is legally required and will exercise all reasonable efforts to obtain assurance that confidential treatment, if available, will be accorded such Confidential Information. This Section 4 is subject to any limitations or obligations imposed by the Minnesota Government Data Practices Act ("**MGDPA**").

#### 5. Indemnification.

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless GRPUC, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by GRPUC, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

"**Indemnifying Party**" is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, and Contractor's agents and employees, to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of GRPUC's sole negligence. This clause will not be construed to bar any legal remedies the

Indemnifying Party may have for GRPUC's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of GRPUC to indemnify, defend, hold harmless or release an Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

## **6. Subcontracting and Subcontractor Payment.**

6.1 Subcontracting. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by GRPUC can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of GRPUC, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by GRPUC, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performance of the obligations contemplated by the Contract.

6.2 Subcontractor Payment. Contractor must pay any subcontractor within ten (10) days of Contractor's receipt of payment from GRPUC for undisputed services provided by the subcontractor. Contractor must pay interest of 1-1/2 percent (1.5%) per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. So long as it does not conflict with this Contract, subcontractor payments will be set forth in the agreement between Contractor and the subcontractor.

## **7. Government Data Practices.**

The Contractor and GRPUC must comply with the MGDPA, as it applies to all data provided by GRPUC under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the MGDPA, by either the Contractor or GRPUC.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with GRPUC's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

## 8. Intellectual Property Rights.

8.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

8.1.1 "**Documents**" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

8.1.2 "**Pre-Existing Intellectual Property**" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

8.1.3 "**Works**" means all inventions, improvements, discoveries (whether or not patentable), data, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, maps, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "**Works**" includes Documents.

8.2 Ownership. GRPUC owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of GRPUC and all such Documents must be immediately returned to GRPUC by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to GRPUC. The Contractor must, at the request of GRPUC, execute all papers and perform all other acts necessary to transfer or record GRPUC's ownership interest in the Works and Documents.

8.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants GRPUC a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the Goods or Services that are purchased through the Contract.

8.4 Obligations.

8.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively



reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give GRPUC's Authorized Representative written notice thereof, and must promptly furnish GRPUC's Authorized Representative with complete information and/or disclosure thereon.

- 8.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.
- 8.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify, defend, and hold harmless GRPUC, at the Contractor's expense, from any action or claim brought against GRPUC to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or GRPUC's opinion is likely to arise, the Contractor must, at GRPUC's discretion, either procure for GRPUC the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of GRPUC will be in addition to and not exclusive of other remedies provided by law.]

## **9. Copyright.**

The Contractor shall save and hold harmless GRPUC, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

## **10. GRPUC Audits.**

The Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by GRPUC for six (6) years from the expiration or termination of this Contract. After reasonable notice, Contractor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit.

## **11. Publicity and Endorsement.**

11.1 Publicity. Any publicity regarding the subject matter of this Contract must identify GRPUC as the sponsoring agency and must not be released without prior written approval from GRPUC's Authorized Representative. For purposes of this provision, publicity includes

notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the Goods or Services provided resulting from this Contract.

11.2 Endorsement. The Contractor must not claim that GRPUC endorses its products or services.

## **12. Debarment by the State, its Departments, Commissions, Agencies, or Political Subdivisions.**

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, state, or any of the state's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to GRPUC's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

## **13. Equal Employment, Nondiscrimination, and Affirmative Action.**

In connection with the work under this Contract, Contractor agrees to comply with the applicable Legal Requirements related to equal employment opportunity, nondiscrimination, affirmative action, and nonretaliation.

## **14. General / Miscellaneous.**

14.1 Observance of GRPUC Policies. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy.

14.2 Independent Contractor. It is understood and agreed that in providing the Goods and Services hereunder, Contractor shall act in the capacity of an independent contractor and not as an employee, partner, joint venturer, or agent of GRPUC. Contractor agrees that unless otherwise instructed in writing it shall not represent itself as the agent or legal representative of GRPUC for any purpose whatsoever. Contractor shall be solely responsible for the remuneration of and the payment of any and all taxes with respect to its employees and contractors and any claims with respect thereto and shall be solely responsible for the withholding and payment of all federal, state, and local income taxes as well as all FICA and FUTA taxes applicable to it, its employees, and its contractors. Contractor acknowledges that as an independent contractor, neither it nor any of its employees or contractors shall be eligible for any GRPUC employee benefits, including, but not limited to, vacation, sick, medical or dental insurance, or pension benefits.

14.3 Further Assurances. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Contract and give effect to the transactions contemplated by this Contract.

14.4 Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Itasca County, Minnesota.

14.5 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party’s address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC  
Address: 500 SE 4<sup>th</sup> Street  
Grand Rapids, MN 55744  
Attn: General Manager  
Email: jakennedy@grpuc.org

Nelson Roofing, INC.  
Address: 1955 Hwy 37  
Hibbing, MN 55746  
Attn: John Larrabee  
Email: johnl@nelsonkbc.com

14.6 Entire Agreement. This Contract (including any exhibits) represents the only agreement between the Parties concerning the subject matter hereof and supersedes all other prior agreements whether written or oral, relating thereto.

14.7 Modification and Waiver. No purported amendment, modification, or waiver of any provision hereof shall be binding unless set forth in a written document signed by all Parties (in the case of amendments or modifications) or by a Party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

14.8 Severability. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Contract a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

14.9 Binding Effect; Assignment. This Contract shall be binding on the Parties and on their respective heirs, devisees, representatives, successors, and assigns. Contractor shall not assign, sublet, or subcontract the Goods or Services or any portion thereof without the prior written

consent of GRPUC. Such consent shall not relieve Contractor of its obligations or liabilities under the Contract.

14.10 Counterparts; Electronic Signatures. This Contract may be executed in separate counterparts with the same effect as if all signatures were on the same Contract. For purposes of this Contract, a telecopy, electronic, or facsimile Contract and signature shall be deemed as, and shall serve as, an original Contract and signature.

14.11 Attorneys' Fees. In the event of any litigation between the Parties hereto with respect to this Contract, the prevailing party (the party entitled to recover the costs of suit, at such time as all appeals have been exhausted or the time for taking such appeals has expired) shall be entitled to recover reasonable attorneys' fees in addition to such other relief as the court may award.

14.12 Survival. The obligations of Contractor hereunder, including, without limitation, obligations concerning indemnity, warranties, confidentiality, intellectual property and defense of GRPUC, shall survive the expiration or earlier termination of this agreement.

**[Remainder of Page Intentionally Left Blank]**

## **Exhibit B: Insurance Requirements**

### **1. Notice to Contractor.**

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to GRPUC as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify GRPUC of the cancellation of policies required under this Contract shall not constitute a waiver by GRPUC to the Contractor to provide such insurance.
- 1.4 GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request.

### **2 Notice to Insurer.**

The Contractor's insurance company(ies) waives its right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

### **3 Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:**

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify GRPUC within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to GRPUC.
- 3.3 Contractor is responsible for payment of Contract-related insurance premiums and deductibles.
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached.

3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

**4 Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:**

**4.1 Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

\$1,500,000 – per occurrence

\$1,500,000– annual aggregate

\$1,500,000– annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list\_\_\_\_\_
- **GRPUC must be named as an Additional Insured**, to the extent permitted by law

**4.2 Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

\$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

**4.3 Workers' Compensation Insurance.** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with applicable Legal Requirements, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

4.4 \$100,000 – Bodily Injury by Disease per employee  
 \$500,000 – Bodily Injury by Disease aggregate  
 \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the state, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the Contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide GRPUC with a certificate of insurance.

**4.5 Professional Liability, Errors, and Omissions.** This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the Contract. Insurance **minimum** limits are as follows:

\$2,000,000 - per claim or event  
 \$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of GRPUC. If the Contractor desires authority from GRPUC to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that GRPUC can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

4.6 **Property of Others Insurance (or equivalent).** The Contractor shall maintain a property insurance policy covering “All Risk” of direct physical loss or damage, or equivalent, including the perils of theft, flood, transit, earthquake, and pollution clean-up expense for property owned by GRPUC that is in the Contractor’s care, custody, and control. Any deductible shall be the sole responsibility of the Contractor. Insurance **minimum** limits are as follows: The Contractor is solely responsible for the coverage equal to that of the actual cash value of GRPUC-owned property in the Contractor’s care, custody, and control at any given point in time.



**Exhibit C: Specifications, Duties, and Scope of Work**

Re-roof Higher/Upper area roof at the Combined service Center for Grand Rapids Public Utilities commission of approx. 46,000 SF.

1. Remove existing metal cap and save for reuse.
2. Move ballast rock as needed and save for reuse.
3. Remove/ cut existing roofing per manufactures recommendations and dispose of.
4. Install one layer of 2” PolyIso insulation over existing insulation to bring up R Value to Minnesota State Code of R-35.
5. Install a 060-mil ballasted roofing system.
6. Flash and seal all roof penetrations.
7. Replace ballast rock and reinstall metal cap flashing.
8. Furnish a manufacturer’s 20-year roof system warranty.
9. Clean up job site.
10. Building Permit included.

**Exhibit D: Price and Payment Schedule**

Total Compensation: The Contractor will be paid Four Hundred Twenty-Six Thousand Four Hundred and Seventy-Nine Dollars (\$426,479.00).

Payment: GRPUC will pay the Contractor within thirty (30) day following receipt of an undisputed invoice that complies with Exhibit C. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.



**Capital Plan**

2024 *thru* 2028

Item 3.

**Grand Rapids Public Utilities Commission**

**Department** 6-Service Center  
**Contact** Steve Mattson  
**Type** Unassigned  
**Useful Life** 20  
**Category** Buildings  
**Priority** 02 - Significant Need  
**Status** Active

**Project #** CSCW2301  
**Project Name** South Roof Replacement

**Total Project Cost:** \$450,000

**Description**  
 Replace south roof

**Justification**

<b>Expenditures</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>Total</b>
Purchases	450,000					450,000
<b>Total</b>	<b>450,000</b>					<b>450,000</b>

<b>Funding Sources</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>Total</b>
Rplcmt Fund-Elec share/business	292,500					292,500
Rplcmt Fund-Water share/business	90,000					90,000
Rplcmt Fund-WWC share/business	67,500					67,500
<b>Total</b>	<b>450,000</b>					<b>450,000</b>

**Budget Impact/Other**

<b>Budget Items</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>Total</b>
Capital Projects	450,000					450,000
<b>Total</b>	<b>450,000</b>					<b>450,000</b>



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** February 28<sup>th</sup> 2024

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with Martin's Snowplow and Equipment.

**PREPARED BY:** Chad M. Troumbly, Electric Department Manager

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### **BACKGROUND:**

Replacement snowplow for F550 flat bed/dump truck. The current plow is beat up and not designed for the width of this truck. The GRPU Procurement Policy was followed, and two quotes are on file. The total amount for this contract is \$12,704.99. This project is budgeted under Plan-it ELEC2418.

### **RECOMMENDATION:**

Consider a motion to ratify the procurement contract with Martin's Snowplow and Equipment for a new snowplow for \$12,704.99.

# Capital Plan

2024 *thru* 2026

Item 4.

## Grand Rapids Public Utilities Commission

**Project #** ELEC2418  
**Project Name** Dually Snow Plow

**Type** Unassigned      **Department** 1-Electric  
**Useful Life** 10      **Contact** Chad Troumbly  
**Category** Equipment      **Priority** 01 - Required

**Status** Active

**Description**      **Total Project Cost:** \$12,000  
Replacement snow plow for the F550 flat bed/dump truck

**Justification**  
Current one is beatup (high maint) and not designed for the width of truck. Crew gets stuck driving over snow ridge. We use this to plow out the water and elect areas.

<u>Expenditures</u>	<u>Prior Years</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>Total</u>
Purchases	0	12,000			12,000
<b>Total</b>	<b>0</b>	<b>12,000</b>			<b>12,000</b>

**Budget Impact/Other**



## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

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**AGENDA DATE:** February 28, 2024

**AGENDA ITEM:** Consider a motion to ratify the procurement contract with Tech Sales Co for flow meters for wells 4 and 6 for \$9,075.12.

**PREPARED BY:** Steve Mattson, Water/Wastewater Department Manager

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### **BACKGROUND:**

This procurement is for an approved Water Wastewater capital purchase with a budget of \$3,500,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed and the procurement contract is on file.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

### **RECOMMENDATION:**

Consider a motion to ratify the procurement contract with Tech Sales Co for flow meters for wells 4 and 6 for \$9,075.12.

## PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Tech Sales CO., located at 311 W. 44<sup>th</sup> Street, Minneapolis, MN 55409 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

1. **Term.** The effective date of this Contract is February 2<sup>nd</sup> 2024. The Contractor must not begin work under this Contract until Contractor has been notified by GRPUC’s Authorized Representative to begin the work. This Contract will terminate upon the first of the following to occur:

- 1.1 Contract expires July 1<sup>st</sup> 2024.
- 1.2 All of Contractor’s obligations have been satisfactorily fulfilled.
- 1.3 GRPUC may cancel this Contract at any time, with or without cause, upon ten (10) days’ written notice to the Contractor.
- 1.4 GRPUC may terminate this Contract immediately in the event of a breach by Contractor.
- 1.5 The Parties may terminate this Contract at any time by mutual written agreement.

Upon receipt of any notice of termination, Contractor shall immediately stop performance to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination. Upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any confidential information or work product information or make such other disposition thereof as GRPUC may direct in writing.

## 2. Contractor’s Duties

2.1 The Contractor shall provide the following goods or services (“**Goods and Services**”):

Provide 2 eight inch 8750W Rosemount Magnetic Flowmeters.

GRPUC may make changes to the general scope of Goods and Services by written or oral notice to Contractor.

2.2 Contractor agrees that all Goods and Services shall comply with all applicable laws and legal requirements without extra expense to GRPUC.

2.3 Contractor warrants and represents that the Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor’s profession currently working under similar conditions.



2.4 Contractor shall be responsible for all its employees, agents, subcontractors, and invitees and their health and safety and shall ensure that all persons who perform the Services are professionally competent and properly qualified.

2.5 Contractor warrants that: (A) Contractor has good title to the Goods, free and clear of any encumbrance, and (B) the Goods are in good condition and are adequate for the uses to which they are being put. Contractor shall take any further actions that are necessary to transfer title in the Goods to GRPUC, free and clear of any encumbrances. Contractor has all risk of loss until GRPUC accepts the Goods.

### 3. **Consideration and Payment**

3.1 Consideration. Contractor will be paid Eight Thousand Five Hundred and Seventy Five Dollars and Twelve Cents (\$8,575.12) for the Goods and Services. Plus a not to exceed price of Five Hundred Dollars for shipping expenses, for a Grand Total of Nine Thousand Seventy Five Dollars and Twelve Cents. (\$9,075.12) This is the total obligation and liability of GRPUC under this Contract.

3.2 Payment. GRPUC will pay the Contractor within thirty (30) days following receipt and acceptance of Goods or Services and receipt of an undisputed invoice.

### 4. **Authorized Representative**

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4<sup>th</sup> Street, Grand Rapids, MN, 55744 and the following telephone number: 218-326-7195, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is Travis DeGroot at the following business address: 311 W. 44<sup>th</sup> Street, Minneapolis, MN 55409, and the following telephone number: 612-823-8238, or his/her successor.

5. **Indemnification.** Contractor will indemnify, defend, and hold harmless GRPUC, its agents, and employees, in relation to any expenses, damages, claims or causes of action, including reasonable attorney's fees, to the extent caused by any negligent or wrongful act, error or omission, breach of contract, or infringement of any intellectual property right by Contractor, any third party that Contractor has a business relationship with, or any of Contractor's agents or employees.

6. **Ownership.** Contractor agrees that all legal right, title, and interest to intellectual property, data, documents, photographs, drawings, analyses, graphs, reports, physical property or other subject matter prepared, delivered, procured, or produced in relation to Contractor's obligations under this Contract shall vest in GRPUC.

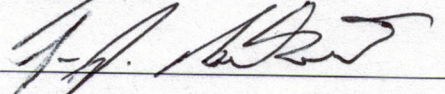


7. **Insurance.** Contractor shall maintain with reputable insurance companies all insurance required by law and insurance against loss or damage of the kinds customarily insured against by members of Contractor's profession, of such types and in such amounts as are customarily carried under similar circumstances by members of Contractor's profession. Contractor's insurance companies waive the right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

8. **Miscellaneous.** No provision of this Contract may be modified or waived except as agreed to in writing by the Parties. This Contract shall be governed by the internal laws of Minnesota. Contractor may not assign or subcontract Contractor's rights or obligations hereunder without the prior written consent of GRPUC. This Contract may be executed in counterparts. An electronic signature and counterpart shall be treated the same as an original. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe all of GRPUC's policies and procedures, including, its respectful workplace policy. The Parties must comply with the Minnesota Government Data Practices Act in relation to this Contract. Contractor certifies that neither it nor its principals are presently debarred or suspended by any federal, state, or local government or agency or political subdivision thereof. Contractor shall not use or disclose any confidential information it receives from GRPUC except as is necessary to perform under this Contract. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, overnight courier, or United States mail (postage prepaid) addressed to the address set forth in the preamble.

**IN WITNESS WHEREOF**, the Parties hereto by their duly authorized representatives have executed this Contract effective as of the effective date set forth above.

**Tech Sales CO.**

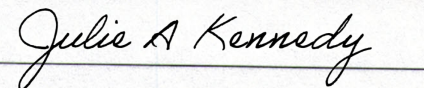
By: 

Print Name: Travis J. DeGroot

Title: Sales Manager

Date: 02/02/24

**Grand Rapids Public Utilities Commission**

By: 

Print Name: Julie A. Kennedy

Title: General Manager

Date: 02/12/2024



# QUOTATION

**Quotation From:**

TECH SALES CO.  
 311 W. 44TH STREET  
 MINNEAPOLIS MN 55409  
 Ph: (612) 823-8238 Fx: (612) 823-4272

Page: 1

**Quotation For:**

Grand Rapids Public Utility Comm.  
 500 SE 4th St  
 Grand Rapids MN 55744  
 Ph: (218) 326-7196 Fx: (218) 326-7199

Quotation#: 2240136  
 Revision#: 1  
 Date: 02/02/24

Attn: Troy Bridge E-Mail: tcbridge@grpuc.org  
 Ref: Rosemount 8750 Mag Meters

**Please Address Order To:**

TECH SALES CO.  
 311 W. 44TH STREET  
 MINNEAPOLIS MN 55409

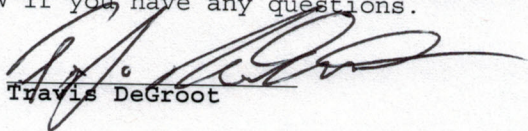
FOB: Factory  
 Shipment: 6-8 Weeks ARO  
 Salesman: Travis DeGroot  
 Validity: 30 Days  
 Terms: NET 30 DAYS

Item	Qty	Part#/Description	Unit Price	Total Price
1	2	8750WDMT1A4FPSB080CA1DWM4G1AXQ4		
		8750W Rosemount Magnetic Flowmeter System	4,287.56	8,575.12
		D Revision D		
		M Revision 4 Electronics		
		T Integral Mount transmitter		
		1 AC power supply		
		A 4-20 mA, digital HART; scalable pulse		
		4 1/2-14 NPT, additional conduit entries		
		F Flanged sensor		
		P Polyurethane liner		
		S 316L stainless steel electrodes		
		B 2 electrodes - Bullet Nose		
	080	08 inch line		
		C Slip-on, raised-face, carbon steel flange		
		A1 ASME B16.5 (ANSI) RF Class 150		
		DW NSF drinking water certification		
		M4 Local operator interface		
		G1 316L Stainless Steel Ground Rings (Qty 2)		
		AX Two discrete channels (DI/DO 1, DO 2)		
		Q4 Calibration certificate		

Tag: TBD

Quote Total: 8,575.12

Prices shown do not include freight or sales tax. MasterCard/Visa payments are accepted but may be subject to a 4% surcharge. Please review this quotation and let us know if you have any questions.

By:   
 Travis DeGroot

# Capital Plan

2024 *thru* 2028

Item 5.

## Grand Rapids Public Utilities Commission

**Project #** WATR2213  
**Project Name** Water Plant Renovation

**Department** 2-Water  
**Contact** Steve Mattson  
**Type** Unassigned  
**Useful Life** 30  
**Category** Water System  
**Priority** 02 - Significant Need  
**Status** Active

**Total Project Cost:** \$7,000,000

**Description**  
 The Water Plant has reached the end of its useful life. A major renovation is needed to update all the critical equipment.

**Justification**  
 In order to meet the future supply needs of the growing community, a major renovation is necessary.

Prior	Expenditures	2024	2025	2026	2027	2028	Total
0	Contractor Labor	3,500,000	3,500,000				7,000,000
	<b>Total</b>	<b>3,500,000</b>	<b>3,500,000</b>				<b>7,000,000</b>

Funding Sources	2024	2025	2026	2027	2028	Total
Debt	1,000,000	3,500,000				4,500,000
Grants	2,500,000					2,500,000
<b>Total</b>	<b>3,500,000</b>	<b>3,500,000</b>				<b>7,000,000</b>

**Budget Impact/Other**

Prior	Budget Items	2024	2025	2026	2027	2028	Total
4,943,400	Capital Projects	3,500,000	3,500,000				7,000,000
	<b>Total</b>	<b>3,500,000</b>	<b>3,500,000</b>				<b>7,000,000</b>

# Legionella Mitigation Update

February 28, 2024 Commission Meeting



Item 6.

*GRPU is dedicated to providing safe water to our community, a responsibility we share with our customers.*

## What is GRPU doing to reduce the risk of *Legionella*?

- Reassuring the public the water is safe to drink; *Legionella* poses a risk when water droplets are inhaled, not swallowed
- Testing water quality across the distribution system
- Designing the distribution system flushing plans
- Analyzing the source water quality and engineering the chlorination system
- Holding a community workshop at noon on Friday, March 1 at the Yanmar Arena

## What can customers do?

- Regularly flush and clean showerheads and faucet aerators
- Occasionally flush hot water heaters
- Properly maintain pools, hot tubs, and humidifiers
- Maintain proper water heater temperatures
- Contact a health provider right away if experiencing pneumonia-like symptoms

## Additional information:

- MDH *Legionella* and Drinking Water Summary Talking Points (attached)
- GRPU website: <https://cityofgrandrapidsmn.com/utilities/page/grpus-legionella-mitigation-updates-and-information>.



# Legionella and Drinking Water

## SUMMARY TALKING POINTS

### What is *Legionella*?

*Legionella* is a bacterium commonly found in natural and man-made aquatic environments. *Legionella* can be found at low concentrations in any public water system.

*Legionella* only poses a health risk when growth occurs in warm stagnant water, the water is aerosolized, and the small droplets are inhaled. *Legionella* generally does not pose a health risk if a person drinks the water.

Those that are infected may develop legionellosis, a type of pneumonia called Legionnaires' disease, or a flu-like illness called Pontiac fever.

### Where do *Legionella* grow and spread?

Stagnant and standing water in a plumbing system increases the risk for growth and spread of *Legionella*. When water is stagnant, the hot water temperatures can decrease. Temperatures that are warm but not too hot are optimal for *Legionella* growth.

The bacteria become a health concern when they grow and spread in water systems like:

- Showerheads and sink faucets
- Cooling towers (water-containing structures that are part of centralized air cooling systems)
- Hot tubs
- Decorative water fountains and water features
- Hot water tanks and heaters
- Large, complex plumbing systems

Sources: [Reopening Buildings After Prolonged Shutdown or Reduced Operation \(CDC\)](#); [Legionella: Causes, How it Spreads, and People at Increased Risk \(CDC\)](#)

### How can people protect themselves from *Legionella* exposure?

You can take steps to protect yourself from waterborne germs in your home:

- Flushing shower heads and faucets that have not been used recently.
- Clean showerhead and faucet aerators.
- Clean and maintain all devices that use water, such as portable humidifiers.
- Set your hot water heater above 120°F and regularly flush following manufacturer recommendations.

## What are measures that buildings can take to minimize risks from *Legionella*?

Owners and managers of buildings and facilities should develop a water management plan and consider the following action items:

- Regularly flush plumbing where water may be stagnant, warm, and/or aerosolized.
- Clean cooling towers on a regular basis.
- If monitoring water quality, measure temperature, pH, and free and total chlorine residuals. Measuring total chlorine residual may be adequate for most facilities.
- Regular sampling is important and can occur weekly, on the same day, same time, at designated locations.
- Remove dead ends in the plumbing system.
- Increase water temperature and add anti-scalding valves.

It is important to keep in regular contact with your community water system when developing and implementing a water management plan.

For more information, see [Legionella Information for Community Public Water Systems, Health Care Facilities, and All Types of Buildings \(PDF\)](#) and [Overview of Water Management Programs \(CDC\)](#).

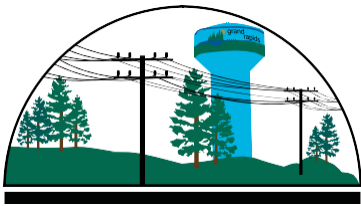
### For more information

- [About Legionnaire's Disease](#), MDH
- [Legionella Information for Community Public Water Systems, Health Care Facilities, and All Types of Buildings \(PDF\)](#), MDH
- [Legionella \(Legionnaires' Disease and Pontiac Fever\)](#), CDC
- [Preventing Waterborne Germs at Home](#), CDC
- [Overview of Water Management Programs](#), CDC
- [Legionella and Water Management Plans \(PDF\)](#), Washington State Department of Health

Minnesota Department of Health  
PO Box 64975  
St. Paul, MN 55164-0975  
651-201-4700  
[health.drinkingwater@state.mn.us](mailto:health.drinkingwater@state.mn.us)  
[www.health.state.mn.us](http://www.health.state.mn.us)

12/2023

*To obtain this information in a different format, call: 651-201-4700. Printed on recycled paper.*



**GRAND RAPIDS  
PUBLIC UTILITIES**

*Service is Our Nature*

500 SE Fourth Street • Grand Rapids, Minnesota 55744

## **SAFETY REPORT February 2024 Commission Meeting**

### **Safety Topic Last Month**

GRPD trained staff on safety and security on January 10. Safety Brad trained all employees on Ergonomics and Stretching Benefits on January 10.

### **Safety Topic This Month**

Safety Brad trained all employees on First Aid on February 14 & 15.

### **Incidents Reported last Month by Department**

Administration: None                      Electric: None  
 Business Services: One                      Water-Wastewater: None

### **Cumulative Incidents for 2024**

Recordable Incidents	0
Lost Time Days 2024	0
Restricted Days 2024	0
First Aid Only (not recordable)	1

Total FROI      1

### **Recordable Incident 5-year History**

	2020	2021	2022	2023	2024
ADMIN	0	0	0	0	0
BUS SVCS	0	0	0	1	0
ELEC	0	0	0	0	0
W-WW	3	1	0	0	0
<b>TOTAL</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>0</b>





# GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

---

**AGENDA DATE:** February 28, 2024

**AGENDA ITEM:** Consider a motion to ratify the 2024 Minnesota Pay Equity Compliance Report and authorize signature and filing the report with the Minnesota Office of Management and Budget.

**PREPARED BY:** Chery Pierzina, Human Resources Officer.

---

## **BACKGROUND:**

Local Government Pay Equity Act, M.S. 471.991 – 471.999 and Minnesota Rules, Chapter 3920 requires the Grand Rapids Public Utilities Commission (GRPUC) to submit a pay equity report to the State of Minnesota, Office of Management and Budget every three years.

GRPUC submitted a report prior to January 31, 2024 based on pay data as of December 31, 2023. Attached to this Agenda item, please find a copy of said report, as well as the Guide to Understanding Pay Equity document for your review. The report indicates that the GRPUC is in compliance with Minnesota State Statues.

## **RECOMMENDATION:**

Consider a motion to ratify the 2024 Minnesota Pay Equity Compliance Report and authorize signature and filing the report with the Minnesota Office of Management and Budget.

# Compliance Report

Jurisdiction: Grand Rapids Public Utilities Commission  
500 SE 4th Street

Report Year: 2024  
Case: 2 - 2024 Data as of 12/31/2023  
(Submitted)

Grand Rapids, MN 55744

Contact: Julie Kennedy

Phone: (218) 326-7687

E-Mail: jakennedy@grpuc.org

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results. For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

## I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	19	6	0	25
# Employees	27	9	0	36
Avg. Max Monthly Pay per employee	6291.71	6291.10		6291.56

## II. STATISTICAL ANALYSIS TEST

### A. Underpayment Ratio = 55.26316 \*

	Male Classes	Female Classes
a. # At or above Predicted Pay	12	2
b. # Below Predicted Pay	7	4
c. TOTAL	19	6
d. % Below Predicted Pay (b divided by c = d)	36.84	66.67

\*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

### B. T-test Results

Degrees of Freedom (DF) = 34	Value of T = 2.321
------------------------------	--------------------

- a. Avg. diff. in pay from predicted pay for male jobs = 27
- b. Avg. diff. in pay from predicted pay for female jobs = -299

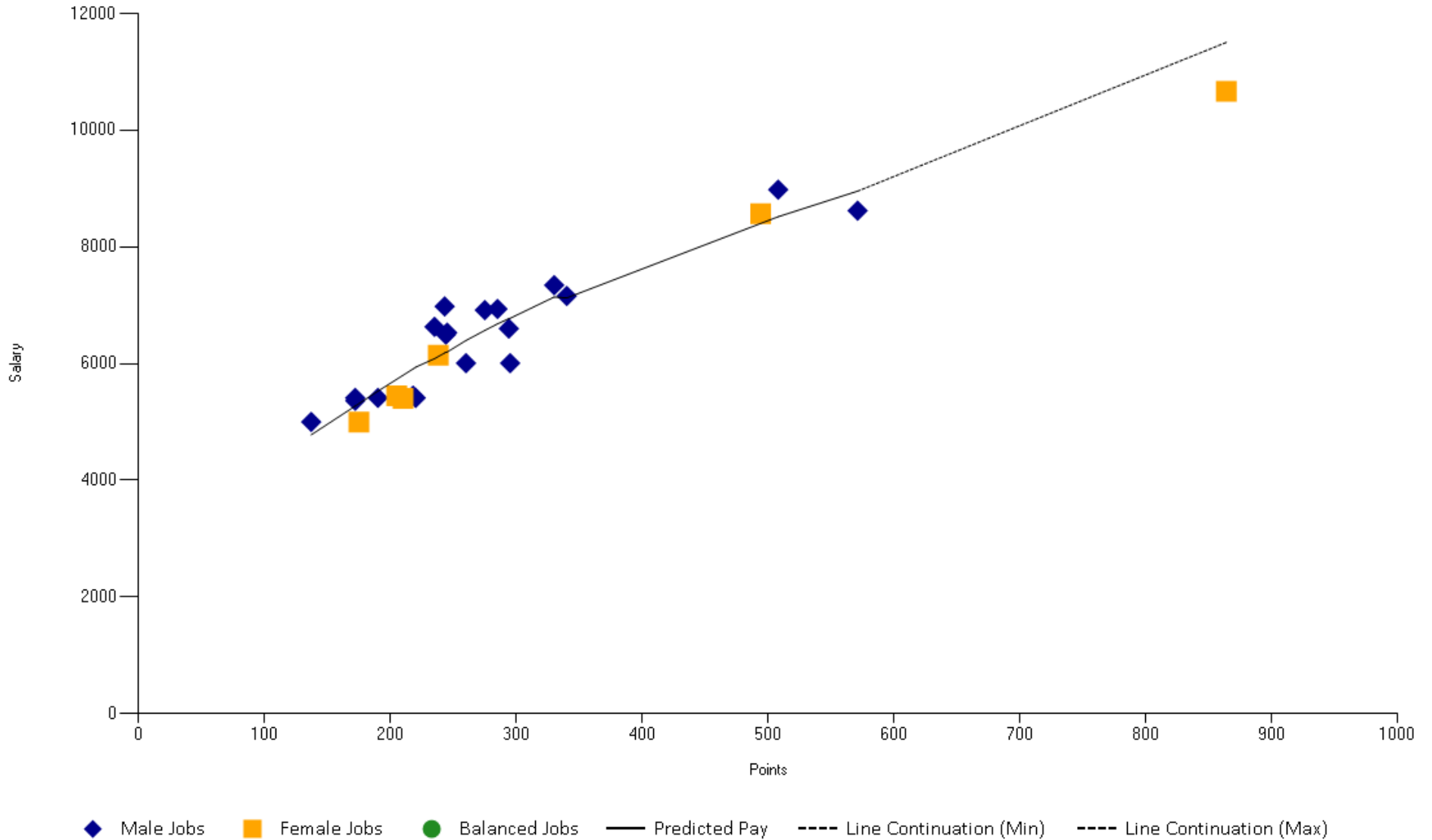
## III. SALARY RANGE TEST = 0.00 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 0.00
- B. Avg. # of years to max salary for female jobs = 0.00

## IV. EXCEPTIONAL SERVICE PAY TEST = 126.67 (Result is B divided by A)

- A. % of male classes receiving ESP = 26.32 \*
  - B. % of female classes receiving ESP = 33.33
- \*(If 20% or less, test result will be 0.00)

## Predicted Pay Report for: Grand Rapids Public Utilities Commission Case: 2024 Data as of 12/31/2023



## Predicted Pay Report for: Grand Rapids Public Utilities Commission

Case: 2024 Data as of 12/31/2023

Job Nbr	Job Title	Nbr Males	Nbr Females	Non-Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
35	Maintenance III	1	0	0	1	Male	137	5000.6700	4779.5385	221.1315
5	Water Treatment Plant Operator	2	0	0	2	Male	172	5411.4700	5273.3828	138.0872
6	GIS Technician/Locator	1	0	0	1	Male	172	5362.9300	5273.3828	89.5472
3	Customer Service Representativ	0	3	0	3	Female	175	4997.2000	5315.9909	-318.7909
7	WWTP Operator	4	0	0	4	Male	190	5411.4700	5528.0052	-116.5352
9	Lead Customer Service Rep.	0	1	0	1	Female	205	5447.8700	5739.5060	-291.6360
8	Accounting Technician	0	2	0	2	Female	210	5401.0700	5789.0355	-387.9655
12	Warehouse/Purchasing Clerk	1	0	0	1	Male	218	5451.3300	5909.6425	-458.3125
11	Maintenance II	2	0	0	2	Male	220	5411.4700	5939.6956	-528.2256
13	Journey Line Worker	2	0	0	2	Male	235	6630.0000	6085.2748	544.7252
19	Executive Assistant	0	1	0	1	Female	238	6144.6700	6121.7914	22.8786
15	Project Coordinator	1	0	0	1	Male	243	6980.1300	6183.2462	796.8838
31	Information Systems Coordinato	1	0	0	1	Male	244	6496.5300	6195.2700	301.2600
16	Maintenance Electrician	1	0	0	1	Male	245	6531.2000	6198.3313	332.8687
14	Maintenance I	2	0	0	2	Male	260	6007.7300	6396.8073	-389.0773
32	Line Crew Lead	2	0	0	2	Male	275	6917.7300	6569.7433	347.9867
29	Meter Technician	1	0	0	1	Male	285	6936.8000	6681.3910	255.4090
18	Wastewater Operations Director	1	0	0	1	Male	294	6600.5300	6771.2732	-170.7432
28	Water Operations Director	1	0	0	1	Male	295	6007.7300	6776.6070	-768.8770
20	Maintenance Foreman	1	0	0	1	Male	330	7344.1300	7141.6509	202.4791
30	Line Crew Foreman	1	0	0	1	Male	340	7158.6700	7125.6437	33.0263
24	Business Services Manager	0	1	0	1	Female	494	8566.9700	8420.8515	146.1185
25	W/WW Department Manager	1	0	0	1	Male	508	8980.9300	8518.1010	462.8290
26	Electric Department Manager	1	0	0	1	Male	571	8621.9600	8955.8503	-333.8903
27	General Manager	0	1	0	1	Female	864	10666.6700	11507.2127	-840.5427

Job Number Count: 25

# **Guide to Understanding Pay Equity Compliance**

Pay Equity Office  
Minnesota Management & Budget  
400 Centennial Office Building  
658 Cedar Street  
St. Paul, MN 55155

[Local Government Pay Equity Webpage](#)

## Table of Contents

Guide to Understanding Pay Equity Compliance .....	1
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Compliance Report .....	3
Statistical Analysis.....	6
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## Guide to Understanding Pay Equity Compliance

This booklet gives a general overview of how data from the local government reports is analyzed and how the tests for compliance are conducted. Complete details of compliance requirements are in Minnesota Rules Chapter 3920.

This booklet also describes the computer software developed by MMB. This software calculates several of the tests for compliance and the reports produced by the software are explained on pages three through five.

## Tests for Compliance

1. **Completeness and Accuracy Test** - determines whether jurisdictions have filed reports on time, included correct data and supplied all required information.
2. **Statistical Analysis Test** - described on pages three through five, compares salary data to determine if female classes are paid consistently below male classes of comparable work value (job points). MMB has developed software that calculates the results for this test. This test is generally applied to larger jurisdictions. For smaller jurisdictions, the alternative analysis is used.
3. **Alternative Analysis Test** - described on pages 14 through 17, compares salary data to determine if female classes are paid below male classes even though the female classes have similar or greater work value (job points). The software is not used for this test.
4. **Salary Range Test** - described on page 18, compares the average number of years it takes for individuals to move through salary ranges established for female classes compared to male classes. This test only applies to jurisdictions that have a system where there is an established number of years to move through salary ranges.
5. **Exceptional Service Pay Test** - described on page 19, compares how often individuals in male classes receive longevity or performance pay above the normal salary range compared to how often individuals in female classes receive this type of pay. This test applies only to jurisdictions that have a system that includes exceptional service pay.

## Determining Whether the Alternative or Statistical Analysis Will Be Used

### 1. Alternative analysis - jurisdiction has:

- Three or fewer male classes.

NOTE: Jurisdictions with three or fewer male classes may want to skip over the information on pages two through seven describing the statistical analysis and computer reports.

### 2. Statistical analysis - jurisdiction has:

- Six or more male classes and at least one class with an established salary range, or
- Four or five male classes and an underpayment ratio of 80% or more. May or may not have classes with an established salary range.

### 3. Start in statistical analysis but go to alternative analysis - jurisdiction has:

- Four or five male classes and an underpayment ratio below 80%, or
- An underpayment ratio below 80%, six or more male classes, but no classes with a salary range.

## Explanation of Computer Reports

Information contained in the next few pages is intended to explain the three reports produced by the Pay Equity Management System Software. Look at the sample reports as you read the following explanations. Each numbered explanation corresponds to a shaded number on the examples on pages three, five and six. For informational purposes, a sample of a graph produced with the Pay Equity Analysis software is shown on page seven.



# Compliance Report

Pay Equity Implementation Report data. Parts II, III and IV of the Compliance Report give test results. For more detail on each test, refer to [Minnesota Rules Chapter 3920](#).

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from the

## I. GENERAL JOB CLASS INFORMATION

	Male Classes	1	Female Classes	2	Balanced Classes	All Job Classes
# Job Classes	8		4		2	14
# Employees	14		4		24	42
Avg. Max Monthly Pay Per Employee	1,537.22		1,796.87			1,656.86
						3

## II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 150.0\* — 4

	Male Classes	Female Classes
a. # At or above Predicted Pay	5	3
b. # Below Predicted Pay	3	1
c. TOTAL	8	4
d. % Below Predicted Pay (b divided by c = d)	37.50 — 5	25.00 — 6

\*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

### B. T-test Results

Degrees of Freedom (DF) = 16      Value of T = -3.732 — 7

- a. Avg. diff. in pay from predicted pay for male jobs = \$2 — 8
- b. Avg. diff. in pay from predicted pay for female jobs = \$75 — 9

## III. SALARY RANGE TEST = 105.71% (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 5.29
- B. Avg. # of years to max salary for female jobs = 5.00

## IV. EXCEPTIONAL SERVICE PAY TEST = 50.00% (Result is B divided by A)

- A. % of male classes receiving ESP 50.00\*
- B. % of female classes receiving ESP 25.00

\*(If 20% or less, test result will be 0.00.)

## Compliance Report

Explanations below correspond to shaded numbers on page three.

1. **Average Maximum Monthly Salary for Employees in Male Classes**
2. **Average Maximum Monthly Salary for Employees in Female Classes**
3. **Overall Average Maximum Monthly Salary for an Employee**
4. **Underpayment Ratio**

The minimum requirement to pass the statistical analysis test is an underpayment ratio of 80%. The underpayment ratio is calculated by dividing the percentage of male classes below predicted pay (item five) by the percentage of female classes below predicted pay (item six). In the example on page three,  $37.5 \div 25 = 150\%$ . Jurisdictions with an underpayment ratio below 80% can improve their score by increasing salaries for female classes to at or above predicted pay. More details regarding predicted pay are on pages six through 13.

If the underpayment ratio is less than 80%, a jurisdiction may still pass the statistical analysis test if the t-test results (explained in item 7) are not statistically significant. The t-test measures the average dollar difference from predicted pay for male and female classes.

### 5. Percentage of Male Classes Below Predicted Pay

This percentage is calculated by dividing the number of male classes below predicted pay by the overall total of male classes. In the example on page three, the total of male classes is eight, and three fall below predicted pay. Therefore,  $3 \div 8 = 37.50\%$ .

### 6. Percentage of Female Classes Below Predicted Pay

This percentage is calculated by dividing the number of female classes below predicted pay by the overall total of female classes. In the example on page three, the total of female classes is four and one of those falls below predicted pay. Therefore,  $1 \div 4 = 25\%$ .

### 7. T-Test & Degrees of Freedom

These numbers are used only for jurisdictions with an underpayment ratio below 80%, at least six male classes and at least one class with a salary range. If the underpayment ratio is 80% or more, these numbers are not used nor are they used for jurisdictions in the alternative analysis.

These numbers show the average dollar amount that males and females are from predicted pay and answer the question: Are females paid less than males on average and, is the underpayment of females statistically significant?

To determine if these numbers show statistical significance, they must be checked against the table on page five. Find the DF number in the “Degrees of Freedom” column and then look across for the “Value of T.” If the “value of t” on the compliance report is less than the “value of t” on the table, it means that either there is no underpayment of female classes or that the underpayment is not statistically significant. If the t-test number is the same or more than the “value of t” on the table, the underpayment for female classes is statistically significant and the jurisdiction would not pass the test.

Salary increases for female classes sufficient to eliminate statistical significance would allow a jurisdiction to pass the statistical analysis test even with an underpayment ratio below 80%.

In the example on page three, t-test results would not be used because the underpayment ratio is above 80%, but let's assume we needed to check these results. First, we would find 16 in the DF column

and then look across to find the value of t at 1.746. Since our t-test number is -3.732, well below the value of t on the table, these results would show that on average, females are not underpaid compared to males.

<b>T-Test Table (5% Significance)</b>					
<b><u>DF</u></b>	<b><u>Value of t</u></b>	<b><u>DF</u></b>	<b><u>Value of t</u></b>	<b><u>DF</u></b>	<b><u>Value of t</u></b>
1	6.314	12	1.782	23	1.714
2	2.920	13	1.771	24	1.711
3	2.353	14	1.761	25	1.708
4	2.132	15	1.753	26	1.706
5	2.015	<b>16</b>	<b>1.746</b>	27	1.703
6	1.943	17	1.740	28	1.701
7	1.895	18	1.734	29	1.699
8	1.860	19	1.729	30	1.697
9	1.833	20	1.725	40	1.684
10	1.812	21	1.721	60	1.671
11	1.796	22	1.717	120	1.658
				Infinity	1.645

While the entire method for calculating t-test results cannot be explained here, it is a commonly accepted mathematical technique for measuring statistical significance. The formula is fairly complex, but basically it factors in predicted pay, the dollar difference from predicted pay and the number of employees. The DF number is the total number of employees in male or female dominated classes only, minus two.

by reducing the number of years it takes for female classes to reach maximum salaries, increasing the number of years for males to reach maximum salaries, or some combination of both. A result of 0% would mean that either there are no male classes with an established number of years to move through a salary range, no female classes with an established number of years to move through a salary range, or both. A description of how the salary range test is calculated is on page 18.

**8. Average Dollar Amount Male Classes are Above or Below Predicted Pay**

In the example on page three, the maximum monthly salary for male classes, on average, is \$2 above predicted pay.

**9. Average Dollar Amount Female Classes are Above or Below Predicted Pay**

In the example on page three, the maximum monthly salary for female classes, on average, is \$75 above predicted pay.

**10. Salary Range Test**

This number must be either 0% or 80% or more to pass this test. In the example on page three, 105.71% is passing. Jurisdictions not passing this test can pass it

**11. Exceptional Service Pay Test**

This number must be either 0% or 80% or more to pass this test. In the example on page three, 50% is not passing. Jurisdictions not passing this test can pass it by either increasing the number of female classes that receive exceptional service pay, decreasing the number of male classes that receive exceptional service pay, or some combination of both. A result of 0% could mean that fewer than 20% of male classes receive exceptional service pay or that no female classes receive exceptional service pay. A description of how the exceptional service pay test is calculated is on page 19.

## Statistical Analysis

Explanations correspond to shaded numbers below.

This report can be printed after the results are computed. The predicted pay and pay difference columns are helpful in analyzing the cost of adjusting the salary for any given class.

### 1. Predicted Pay

The most simplistic definition of predicted pay is that it is the average pay of male classes at any given point value. Predicted pay is calculated by averaging the maximum monthly salaries for male classes in the jurisdiction. It is the standard for comparing how males and females are compensated. Predicted pay is a mirror, or reflection, of the current compensation practice within a jurisdiction for male classes, but is not necessarily the salary that "should" be paid at any particular point level. Specific details of the method used to calculate predicted pay is explained in pages eight through 13. The graph on page seven shows a "predicted pay line" and how male and female classes scatter around that line. Predicted pay amounts are determined only from the jurisdiction itself, not from any external factors or salaries.

### 2. Pay Difference

Shows the dollar amount that maximum monthly salaries fall above or below predicted pay. If a jurisdiction does not pass the statistical test and needs to increase salaries for female classes, either to reach an underpayment ratio of 80% or eliminate the statistical significance of the t-test, this information is useful in calculating the cost. For example, the cost to increase the female class of "stage manager" to predicted pay would be \$6.20 per month.

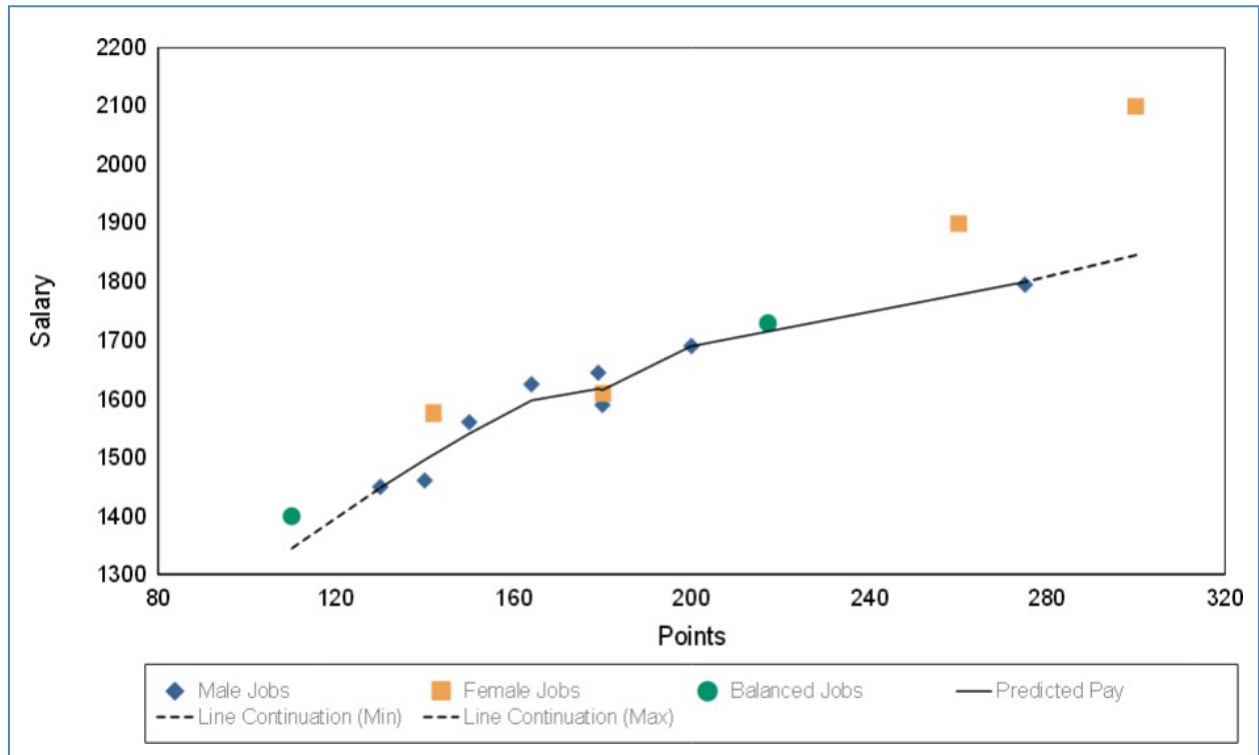
1
2

Predicted Pay Report for Stageville Theater First Step To Broadway!  
Case : 2011 10/10/2016

Job Nbr	Job Title	Nbr Males	Nbr Females	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
1	Box Office	1	1	2	Balanced	110	\$1,400.41	\$1,344.82	\$55.59
2	Stage Crew	6	1	7	Male	130	\$1,460.26	\$1,447.15	\$3.11
3	Props Chief	1	0	1	Male	140	\$1,460.94	\$1,495.59	(\$34.65)
4	Costume Designer	0	1	1	Female	142	\$1,575.89	\$1,505.17	\$70.72
5	Set Tech.	1	0	1	Male	150	\$1,560.75	\$1,540.12	\$20.63
6	Lighting Tech.	1	0	1	Male	164	\$1,625.50	\$1,598.54	\$26.96
7	Effects Eng.	1	0	1	Male	179	\$1,645.22	\$1,617.17	\$28.05
8	Stage Manager	0	1	1	Female	180	\$1,610.30	\$1,616.50	(\$6.20)
9	Writer	1	0	1	Male	180	\$1,590.19	\$1,616.50	(\$26.31)
10	Marketing Director	1	0	1	Male	200	\$1,690.85	\$1,689.43	\$1.42
11	Actor/Actress	10	12	22	Balanced	217	\$1,730.85	\$1,748.34	(\$17.49)
13	Producer	0	1	1	Female	260	\$1,900.00	\$1,773.81	\$126.19
12	Director	1	0	1	Male	275	\$1,795.76	\$1,800.99	(\$5.23)
14	General Manager	0	1	1	Female	300	\$2,100.67	\$1,846.29	\$254.38

Job Number Count: 14

### Predicted Pay Graph



### Job Class Data Entry List Report

Shows the data that has been entered for computation. This report should be carefully reviewed before computing the results. If any errors are found, they must be corrected before computing results.

#### Job Class Data Entry Verification List

Stageville Theater First Step To Broadway!  
LGID 1

Case: 2011

Job Nbr	Class Title	Nbr Males	Nbr Females	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
1	Box Office	1	1	B	110	\$1,200.00	\$1,400.41	4.00	0.00	
2	Stage Crew	6	1	M	130	\$1,250.00	\$1,450.26	5.00	0.00	Longevity
3	Props Chief	1	0	M	140	\$1,260.00	\$1,460.94	5.00	0.00	Longevity
4	Costume Designer	0	1	F	142	\$1,375.00	\$1,575.89	5.00	0.00	
5	Set Tech.	1	0	M	150	\$1,360.00	\$1,560.75	5.00	0.00	Longevity
6	Lighting Tech.	1	0	M	164	\$1,400.00	\$1,625.50	6.00	0.00	Longevity
7	Effects Eng.	1	0	M	179	\$1,425.00	\$1,645.22	6.00	0.00	
8	Stage Manager	0	1	F	180	\$1,425.00	\$1,610.30	5.00	0.00	Longevity
9	Writer	1	0	M	180	\$1,400.00	\$1,590.19	6.00	0.00	
10	Marketing Director	1	0	M	200	\$1,490.00	\$1,690.85	4.00	0.00	
11	Actor/Actress	10	12	B	217	\$1,500.00	\$1,730.85	4.00	0.00	Performance
13	Producer	0	1	F	260	\$1,700.00	\$1,900.00	0.00	1.00	
12	Director	1	0	M	275	\$1,600.00	\$1,795.76	0.00	3.00	
14	General Manager	0	1	F	300	\$1,800.00	\$2,100.67	0.00	5.00	

Job Number Count: 14

## Method Used for Predicted Pay Calculation in the Statistical Analysis

The following explanation is a general description of how predicted pay is calculated but does not include all details of the formula in [Minnesota Rules Chapter 3920](#).

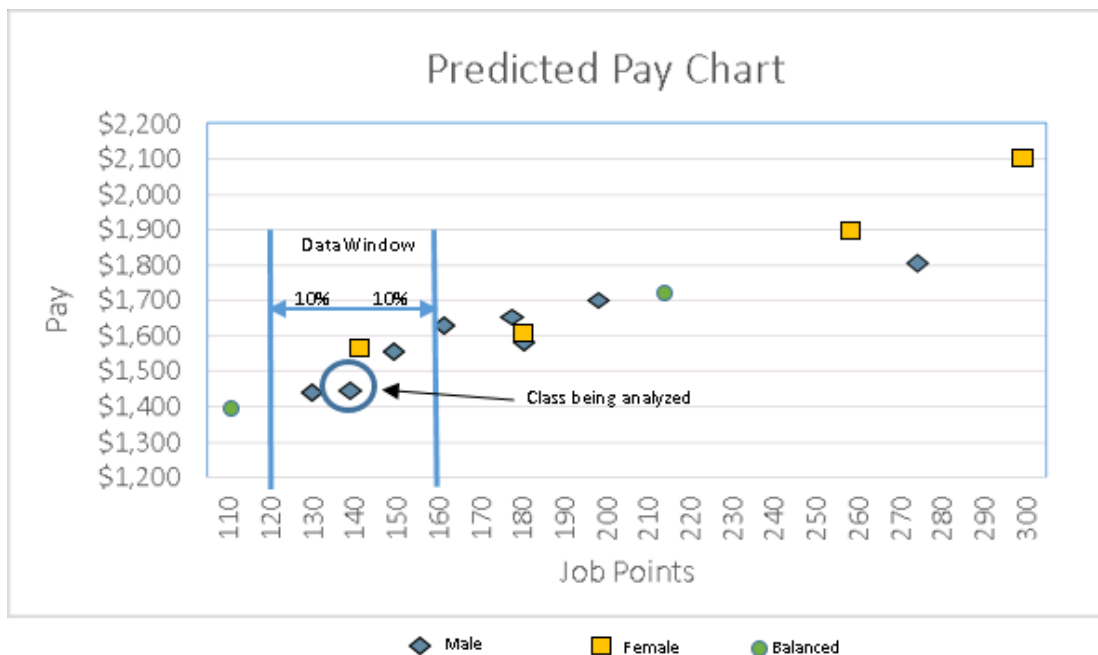
### Basis of the Statistical Analysis

The definition in the Local Government Pay Equity Act for equitable compensation relationship says “...compensation for female-dominated classes is not consistently below the compensation for male-dominated classes of comparable value...”

The formula for the statistical analysis is based on three concepts found in the above definition: comparable value, male compensation and consistently below.

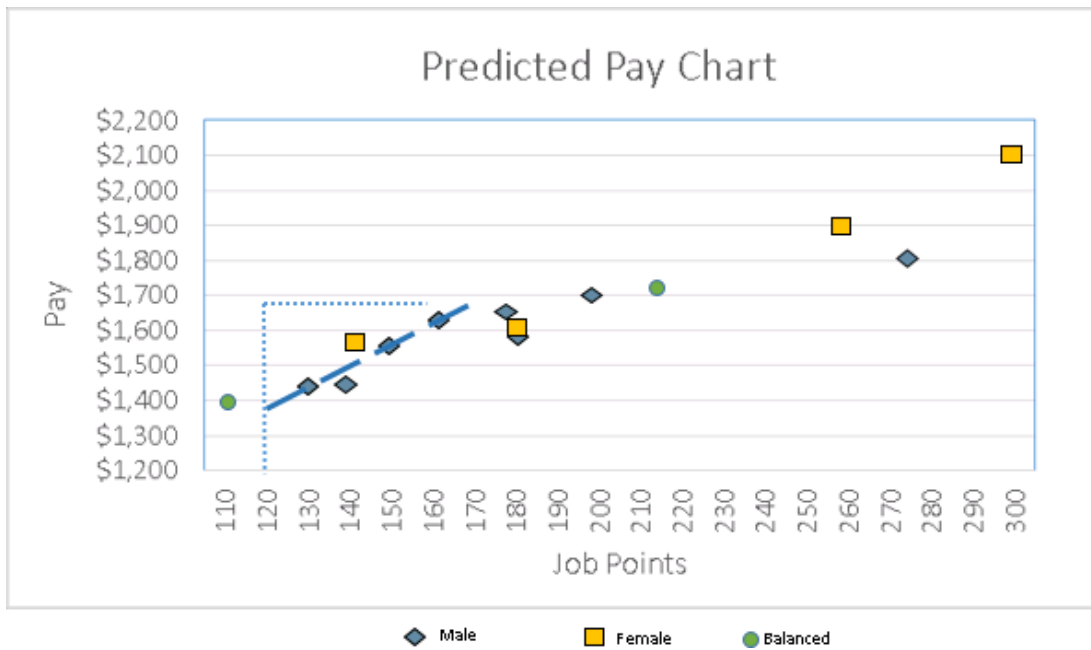
#### I. Defining “Comparable Value”

Except for classes in the lower and upper 10% of the point range, comparable value is defined by drawing a 20% window around the job class being analyzed. Each window extends 10% of the range of points on each side of the class. In the example, there is a range of 200 points from lowest to highest, so 10% would be 20 points. Each window must have at least three male classes (two of which have different points) and must include at least 20% of all male classes in the jurisdiction. If this criteria is not met, the window will expand at 5% increments on either side until the required number of male classes are included. The drawing below shows one window for one class.

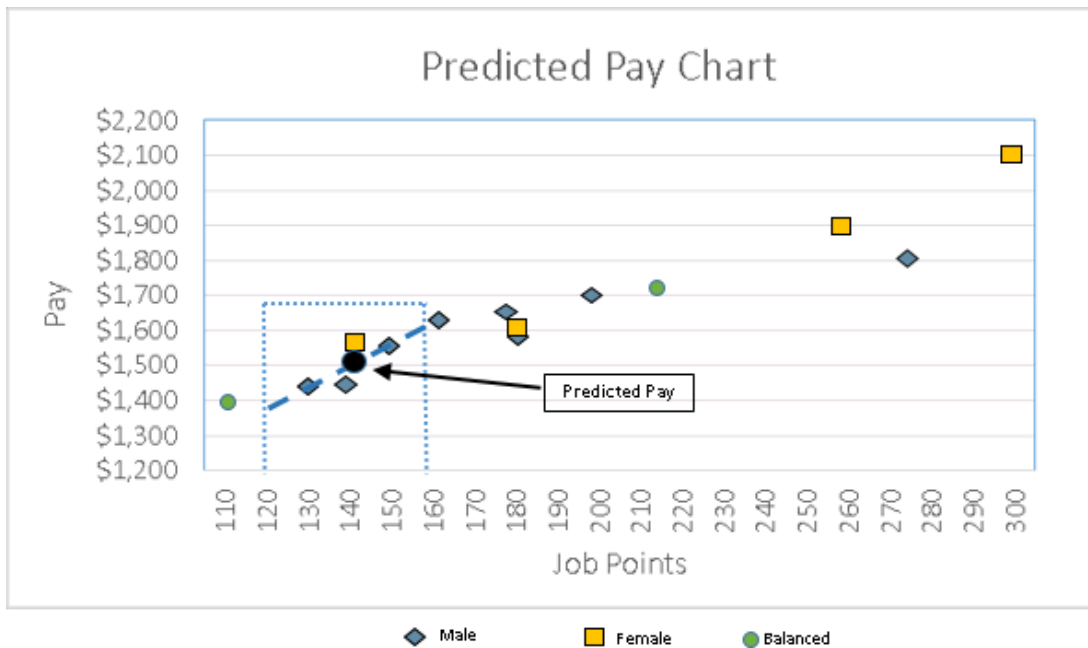


## II. Defining “Male Compensation” or “Predicted Pay”

- A. The first step in defining male compensation is to draw a "mini" regression line through the male classes in the window.



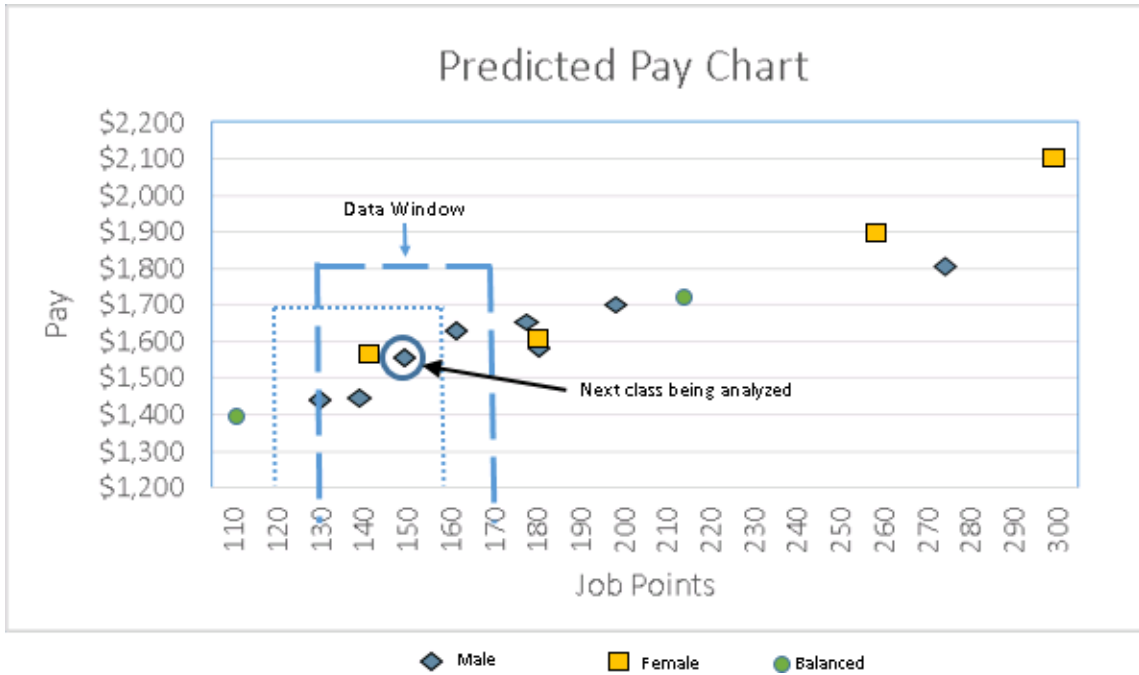
- B. The second step in defining male compensation is to look at the class being analyzed and the same point on the mini regression line. This point is called predicted pay.





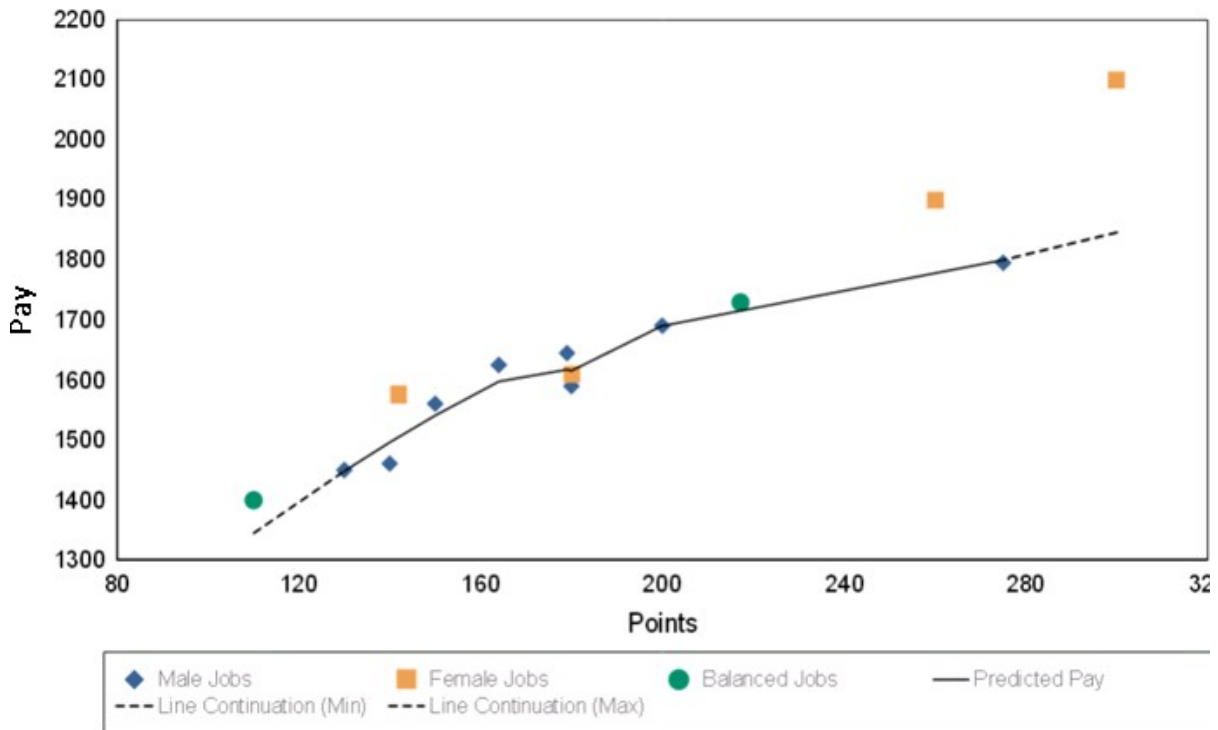
### III. Defining “Consistently Below”

- A. A determination is made as to whether the class being analyzed falls above or below predicted pay. In the example, the female class being analyzed is above predicted pay.
- B. A new window is drawn when the next class is analyzed. This continues until all classes have been analyzed.





C. When all the classes have been analyzed, a predicted pay line is drawn.



D. The tabulation of the number of male and female classes above and below the predicted pay line is made.

For example:

F above	=	3	M above	=	5
F below	=	1	M below	=	3
Total	=	4	Total	=	8

E. The percentage of male and female classes below predicted pay is calculated by dividing the number of classes below by the total number of classes in each group.

Female classes:	$1 \div 4$	=	25.00%
Male classes:	$3 \div 8$	=	37.50%

F. The percentage of male classes below predicted pay is divided by the percentage of female classes below predicted pay. This produces the “underpayment ratio.”

$$37.50\% \div 25.00\% = 150.00\%$$

G. An underpayment ratio below 80% shows that female classes are compensated “consistently below” male classes of comparable value. If the underpayment ratio is below 80%, further analysis is done to determine if the underpayment of females is statistically significant. Using the t-test, a determination is made whether or not the dollar difference is statistically significant. Details of the t-test can be found on page four.

## Alternative Analysis Test

The minimum requirement to pass this test is that:

- a. there is no compensation disadvantage for at least 80% of female classes compared to male classes; or,
- b. compensation differences can be accounted for by years of service or performance.

On the next few pages the four possibilities that exist for inequities or a compensation disadvantage are described.

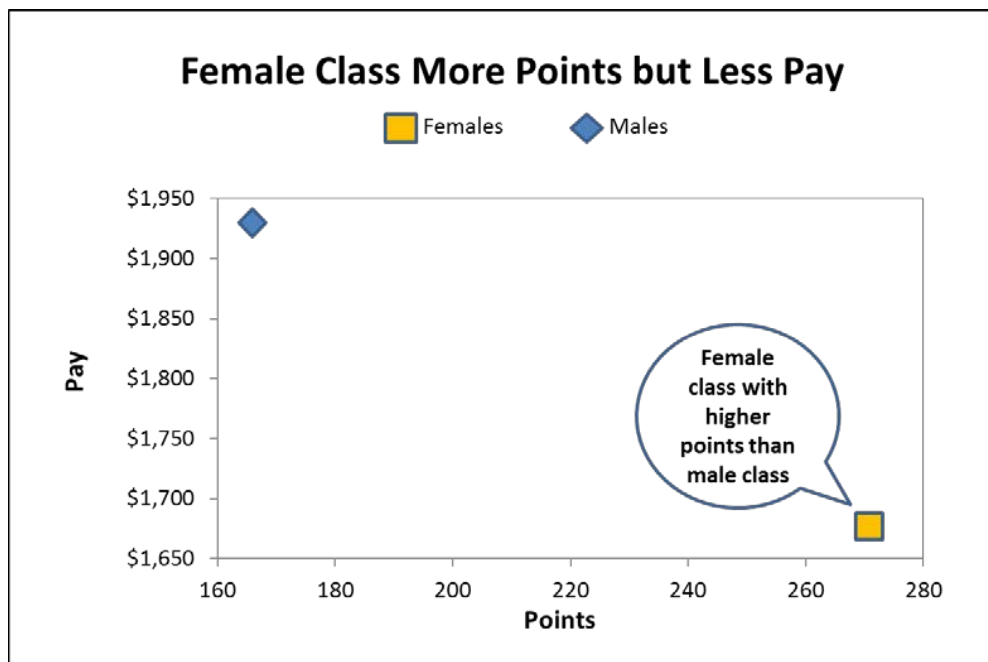
### 1. A female class with higher points has less compensation than a male class with lower points.

**Example:** In this case, the female job class of city clerk has more points but less pay than the male job class of maintenance supervisor.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk	F	275	\$1665
Maint. Sup.	M	171	\$1925

The minimum requirement to correct this inequity is that the female class must have a salary at least equal to that of the male class.

Graph illustrating inequity for female job class.



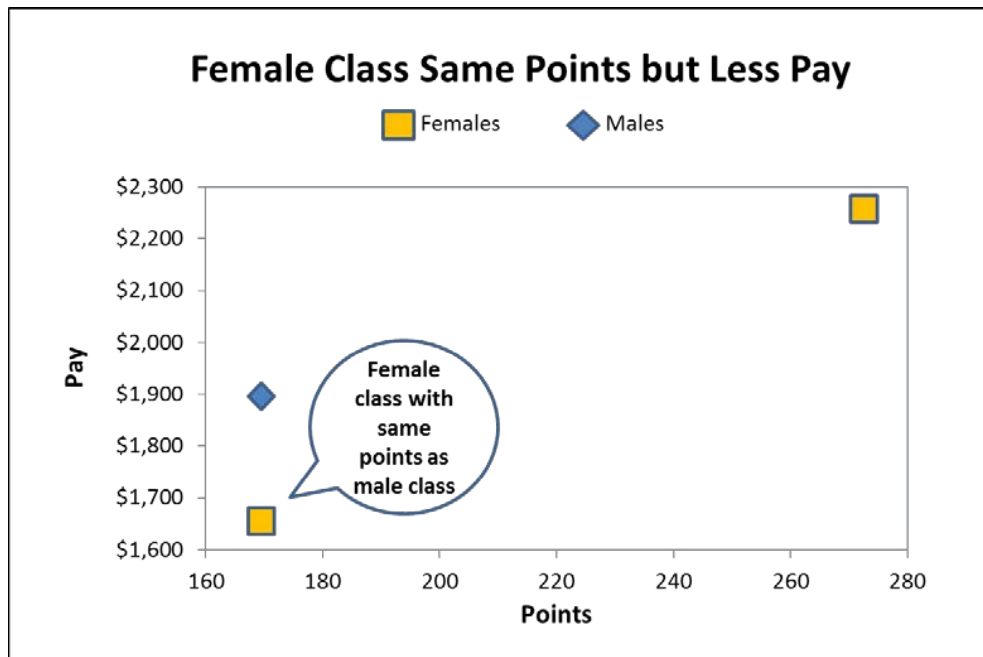
2. A female class has the same points as a male class but less compensation.

**Example:** In this case, the female job class of secretary and the male job class of maintenance have the same points but the secretary receives less pay.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk	F	275	\$2265
Maintenance	M	171	\$1900
Secretary	F	171	\$1630

The minimum requirement to correct this inequity is that the female class must have a salary at least equal to the male class.

Graph illustrating inequity for female job class.



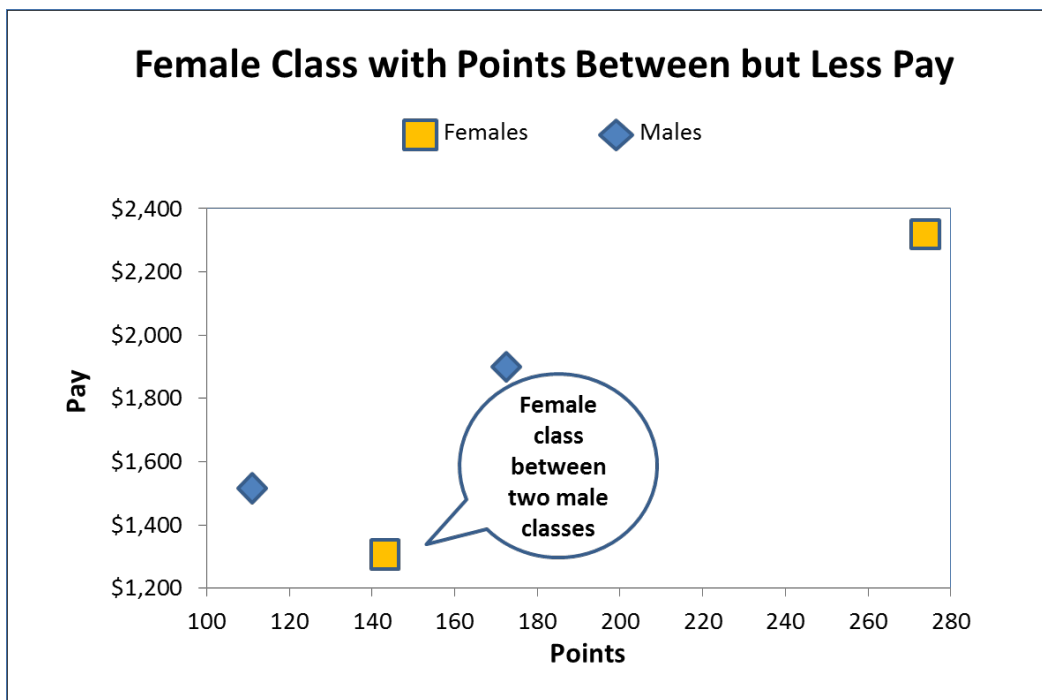
**3. A female class has points between two male classes but compensation is not between or above the two male classes.**

**Example:** In this case, the female job class of receptionist has points between two male classes but receives less pay than either of them.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk	F	275	\$2370
Maintenance	M	171	\$1900
Receptionist	F	141	\$1250
Custodian	M	111	\$1500

The minimum requirement to correct this inequity is that the female class must have a salary somewhere between the two male classes.

Graph illustrating inequity for female job class.



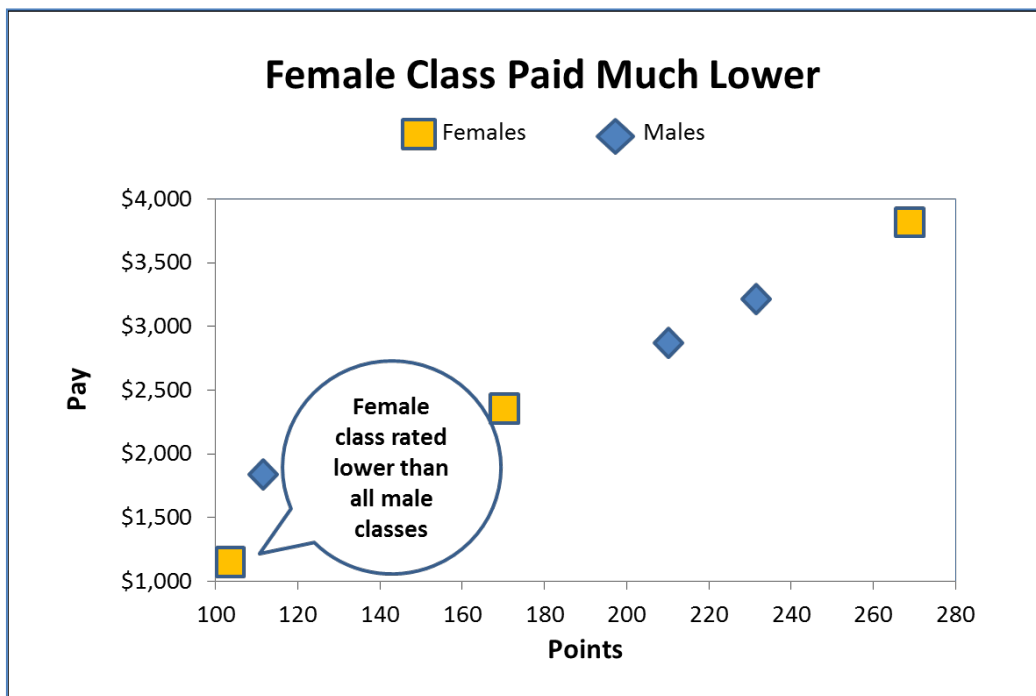
**4. A female class, rated lower than all male classes, is not compensated as reasonably proportionate to points as other classes.**

**Example:** In this case, the retail clerk has a salary of \$700 per month below the custodian but only six fewer points. For all other job classes where there is a salary difference, there is a larger difference in points. For example, the maintenance supervisor’s salary is \$300/month less than the police officer and there is a difference of 23 points.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk/Admin	F	275	\$3800
Police Officer	M	236	\$3200
Maintenance Sup	M	213	\$2900
Admin. Sec.	F	173	\$2400
Custodian	M	111	\$1800
Retail Clerk	F	105	\$1100

While some difference in salary is acceptable due to the point difference, the salary for the retail clerk with 105 points must be much closer to the salary for the custodian with 111 points. When there is a question regarding the salary for female class or classes rated lower than all male classes, the judgment is made on a case-by-case basis, and the main considerations are the relationship of points and pay between other classes in the jurisdiction and past history of pay relationships that were previously in compliance. In this case, the minimum requirement to correct this inequity would be that the salary for the retail clerk would be approximately \$1,650/month.

Graph illustrating inequity for female class.



## Salary Range Test

This is an example to show how the salary range test is calculated. It is not necessary to calculate this test manually if the software is being used. If the software is not being used, the following steps will produce a result for this test. Information is recorded for male or female classes only, not balanced classes. The information for this example is taken from the Data Entry List Report on page seven.

JURISDICTION: Stageville Theatre

### Step 1

Look at the “years to max” column and identify male classes with an established number of years to move through a salary range.

Title	Years to Max
Stage Crew	5
Props Chief	5
Set Tech	5
Lighting Tech	6
Effects Tech	6
Writer	6
<u>Marketing Director</u>	<u>4</u>
7 <i>total classes</i>	37 <i>total years</i>

### Step 2

Calculate the average years to reach maximum salary for male classes:

A. Total years from Step 1	37	
B. Total classes from Step 1	<u>7</u>	
C. Divide 2A by 2B	$37 \div 7 =$	5.28 <i>average years to max</i>

### Step 3

Look at the “years to max” column and identify female classes with an established number of years to move through a salary range.

Title	Years to Max
Costume Designer	5
<u>Stage Manager</u>	<u>5</u>
2 <i>total classes</i>	10 <i>total years</i>

### Step 4

Calculate the average years to reach maximum salary for female classes:

A. Total years from Step 3	10	
B. Total classes from Step 3	<u>2</u>	
C. Divide 4A by 4B	$10 \div 2 =$	5 <i>average years to max</i>

### Step 5

Divide 2C by 4C and multiply by 100.       $5.28 \div 5 = 1.05 \times 100 = 105\%$

Enter this result in Part C of the Pay Equity Implementation Report.

## Exceptional Service Pay Test

This is an example to show how the exceptional service pay test is calculated. It is not necessary to calculate this test manually if the software is being used. If the software is not being used, the following steps will produce a result for this test. The information for this example is taken from the Data Entry List Report on page seven. Information is recorded for male or female classes only, not balanced classes.

### Step 1

---

**Look at the “exceptional service pay” column and calculate the percentage of male classes receiving exceptional service pay.**

- A. Total number of male classes where an employee receives exceptional service pay. 4
- B. Total number of male classes in the jurisdiction. 8
- C. Divide 1A by 1B and multiply by 100.  $4 \div 8 = .50 \times 100 = 50\%$

**If result of 1C is 20% or less, stop here and check appropriate box in Part D of report form.**

**If result is more than 20%, go on to Step 2.**

### Step 2

---

**Look at the “exceptional service pay” column and calculate the percentage of female classes receiving exceptional service pay.**

- A. Total number of female classes where an employee receives exceptional service pay. 1
- B. Total number of female classes. 4
- C. Divide 2A by 2B and multiply by 100.  $1 \div 4 = .25 \times 100 = 25\%$

### Step 3

---

**Calculate the ratio of female/male classes receiving exceptional service pay.**

Divide 2C by 1C and multiply by 100.  $.25 \div .50 = .50 \times 100 = 50\%$



# GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

**AGENDA DATE:** February 28, 2023

**AGENDA ITEM:** Consider a motion to approve the employee classification and compensation study conducted by Gallagher.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

## **BACKGROUND:**

In May 2023, GRPU contracted with Gallagher to complete an employee classification and compensation study. The consultant was selected in coordination with AFSCME union representatives, and the study included employee participation throughout the process.

State law requires GRPU to comply with the MN Local Government Pay Equity Act. The MN State Job Match was the selected job evaluation system. Each employee completed a Position Description Questionnaires (PDQs) which were used in the position grading process.

The compensation analysis was conducted using published data available to the consultant and a list of comparable MN utilities provided by GRPU management and union representatives. The study deliverables include a market-based classification and compensation structure and templates for equitably assessing placement into the structure.

At the February 14, 2024, work session, the consultant presented the process and the findings of the study to the Commission.

## **RECOMMENDATION:**

Consider a motion to approve the employee classification and compensation study conducted by Gallagher.





**Gallagher**

Item 9.

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# Grand Rapids Public Utilities Commission 2023 Compensation Study

Gallagher Human Resources & Compensation Consulting Practice  
January 2024



**Gallagher**

Insurance | Risk Management | Consu

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Study Background

Classification Study

Compensation Study

Recommended Salary Structure and Implementation Cost

Recommendations and Ongoing Maintenance

## Study Background

Grand Rapids Public Utilities Commission partnered with Gallagher Benefit Services, Inc. (Gallagher) to conduct a comprehensive classification and compensation study to evaluate GRPUC's present salary structure.

- The primary objectives of the study were to:
  - Conduct a comprehensive evaluation of GRPUC classifications to ensure fair and equitable compensation relationships within the organization.
  - Establish pay ranges and benchmarking standards utilizing appropriate salary surveys to ensure market competitiveness
  - Implement a comprehensive compensation model to assist with recruitment and retention
  - Maintain pay equity compliance with the Minnesota Local Government Pay Equity Act
  - Enable easy, ongoing program maintenance by GRPUC staff.



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# Classification Study

## Classification Study

- Job descriptions were utilized as the basis for the analysis of classification structure.
- GRPUC conducted an internal review of job content utilizing Position Description Questionnaires (PDQs)
  - PDQs were distributed to all employees.
  - Employees completed individual or group PDQs to provide current job related information.
  - PDQs were reviewed by supervisors and administration with opportunity to comment.
- No job descriptions were updated by GRPUC as a result of their internal review.



## Job Analysis

- Gallagher presented several options of job analysis to align positions into an internal hierarchy that also adhere to Minnesota's Local Government Pay Equity Act of 1984.
- The law requires public sector organization to use a point system to establish the comparable value of a job class.
- Once established, job points generally do not change unless a new evaluation system is adopted or the duties of a position change significantly and those changes are sustained over time.

# State Job Match Process

- Jobs that Match or Nearly Match:
  - If the job in your jurisdiction matches closely with the state job use that point rating for the local title.
- Slotted Jobs:
  - Although there is no direct match for some jobs, it is often possible to determine where the job fits in the overall hierarchy.
- Multi-Function Jobs:
  - A job matches with more than one of the jobs on the job match list.
  - If duties outside of the description comprise only about 5% or less of the job, do not consider the job a multi-function job. Instead, match it with the primary function of the job.

**Example: Equipment Operator:**

**Possible matches on the list:**

- Highway Maint. Supervisor – 213 pts.
- Transportation Associate – 156 pts.

## State Job Match Process continued

- Two methods to assign jobs that are multi-functional.
- **Method 1: Match with the Highest Rated Job**
  - In this case the highest rated job is the Highway Maintenance Supervisor with 213 points. The rationale for this is that your job requires the employee to have the skill, effort, responsibility and working conditions of the higher rated job, even though this job is only part of the employee's duties. This option is most appropriate when the employee(s) performs the higher-rated job more than half of the time.
- **Method 2: Pro-rate the Points According to Time Spent**
  - In this case you would evaluate the amount of time spent on each of the job functions and then multiply that percentage of time spent by the number of points assigned to each function.

Jobs Matched	% of Time		Job Points	Total
Highway Maintenance Supervisor	50%	X	213	107
Transportation Associate	50%	X	156	78
			<b>Total Points</b>	<b>185</b>



# GRPUC Job Points & Classification Alignment

Department	GRPUC Job Title	Job Points
Water/Wastewater Department	Maintenance III	137
Business Services Department	Customer Service Representative	143
Business Services Department	Purchasing Clerk	154
Information Systems	GIS Technician/Locator	160
Water/Wastewater Department	Water Treatment Plant Operator	171
Water/Wastewater Department	Maintenance II - Systems	176
Water/Wastewater Department	Wastewater Treatment Plant Operator	180
Business Services Department	Accounting Technician - Payroll Benefits	181
Business Services Department	Accounting Technician	181
Water/Wastewater Department	Maintenance II - Facilities	183
Business Services Department	Lead Customer Service Representative	183
Water/Wastewater Department	Maintenance I - Systems	219
Water/Wastewater Department	Maintenance I - Facilities	224
Information Systems	Information Systems Analyst	238
Administration	Executive Assistant	238
Electric Department	Journey Line Worker	225
Electric Department	Maintenance Electrician	247
Electric Department	Line Crew Lead	266
Electric Department	Project Coordinator - Electric	268
Electric Department	Electric Meter Technician	268
Water/Wastewater Department	Water Operations Director	285
Water/Wastewater Department	Wastewater Operations Director	291
Water/Wastewater Department	Maintenance Foreman	291
Electric Department	Line Crew Foreman	291
Information Systems	Information Systems Manager	330
Electric Department	Electric Department Manager	353
Water/Wastewater Department	Water/Wastewater Department Manager	353
Business Services Department	Business Services Manager	356
Administration	General Manager	483



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# Compensation Study

# Data Collection Process

## Benchmark Jobs

- Gallagher and GRPUC identified 29 benchmark job titles.

## Labor Market

- Gallagher worked with GRPUC project team to identify published survey sources utilized to collect salary data.

Published Surveys Utilized
2022 APPA Public Power Salary Survey
2022 CompData Survey
2022 CompData Utilities Survey
2022 Willis Towers Watson Survey
2022 Mercer Survey
Economic Research Institute

# Published Data Cuts

	<b>CompData</b>	<b>Mercer</b>	<b>Willis Towers Watson</b>	<b>ERI</b>
Industry	Utilities and Not-for-Profit	Energy	Not-for-Profit	City Support Services
Location	Minnesota, Midwest and National	Minneapolis, Minnesota, North Central	Minnesota, North Central	Minnesota
Organization Size	Up to 200 FTEs	Less than 1000 FTEs (this is the smallest size available)	Up to 200 FTEs	
Revenue			less than \$100 million	

## Custom Survey

- Twenty-one (21) organizations were identified by GRPUC as comparable peer organizations for the custom survey data.
- Gallagher sent a custom survey to identified peer organizations.
- Gallagher followed up with respective contacts regularly to encourage participation.
- Twelve (12) comparable organizations finished the requested survey.

# Custom Survey Participants

Comparable Peer Organizations	
*Alexandria Lakes Sanitary Sewer District	*New Ulm Public Utilities
Alexandria Light & Power	*Shakopee Public Utilities
*Austin Public Utilities	St Peter Public Utilities
Brainerd Public Utilities	Thief River Falls
City of Baxter	*Virginia Public Utilities
City of Fairmont	*Willmar Municipal Utilities
*Detroit Lakes Public Utilities	*Worthington
*Elk River Municipal Utilities	*Lake Country Power, Electric Cooperative
Hibbing Public Utilities	*Minnesota Power, Investor-Owned Electric Utility
*Hutchinson Public Utilities	Northern Itasca Electric Cooperative
Marshall Public Utilities	

*\* Indicates organization participated in the custom survey.*

# Data Analysis

## Data Aggregation and Analysis

- Gallagher followed the U.S Department of Justice and Federal Trade Commission guidelines, which states five job matches should exist per job in order to conduct statistical analyses or for drawing conclusions.

## Data Matching Process

- Gallagher followed standard *WorldatWork*\* compensation guidelines for job matching (match only those jobs that match at least 80% of the duties, responsibilities, and functions as outlined in the benchmark job summary).

\* *WorldatWork* is a professional compensation association covering total rewards topics for public and private industries.

# Data Analysis

## Aging Survey Data

- Survey data was aged to a common effective date, September 1, 2023 using the *WorldatWork* prevailing Utilities Industry market trend of 3.45% per year for actual salaries and 2.5% for salary structure adjustments.

## Geographic Adjustments

- Survey data was adjusted geographically to reflect the “cost of labor” for Grand Rapids, MN area as calculated by the Economic Research Institute (ERI).
  - “Cost of labor” refers to the difference in pay or labor market for a job from one location to another. The cost of labor is what a particular geographic market offers as the “going rate” or compensation for its jobs and reflects the local demand for and supply of labor.



## Benchmark Comparison

- For each benchmark comparison, the percentage difference between GRPUC's average base salary and the market was calculated to determine whether GRPUC was above, below, or competitive with the prevailing market.
- The variances to the market were captured as:
  - Positive (+) figure indicates that GRPUC paid above the market;
  - Negative (-) figure indicates that GRPUC paid below the market.
- The following guidelines were used when determining the competitive nature of GRPUC's current compensation:



- Benchmark jobs that had a greater than 15% difference with the market are not necessarily misaligned. Factors such as turnover, longevity, and job change would impact actual salaries and might explain some of the differences between GRPUC and the market salaries for individual jobs.

# Market Data Result

Overall Market Comparison (28 Benchmark Jobs)			
Comparison Groups	Market 25 <sup>th</sup>	Market 50 <sup>th</sup>	Market 75 <sup>th</sup>
Custom Market (12 Utilities)	-7%	-15%	-21%
Published Market	18%	8%	-3%
Full Market (Custom + Published Data)	2%	<b>-6%</b>	-14%

- Overall, GRPUC's base salaries are competitive when compared to the 50<sup>th</sup> percentile-of the full market. This is representative of all benchmarked jobs, and some jobs do align more/less competitively to market than this overall average.





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# Salary Structure Development & Implementation

# Proposed Salary Structure Considerations

## Goals of the new salary structure

- Comply with the GRPUC's strategy to be competitive to market.
  - Minimum rate of pay starts at \$23.62/hour (living wage for 2 adults/2 children for Itasca County, MN per the Massachusetts Institute of Technology)
- Maintain appropriate midpoint differentials to avoid cross grade compression.
  - 8 midpoint-based pay ranges
    - The midpoint-based structure groups jobs of similar point factor, market value, skill, effort, and responsibility into proposed pay grades with minimum, midpoint, and maximum values.
  - Anchored grade 1 to minimum market pay rate and adjusted for living wage
  - Midpoint differentials of 5% to 34% across all pay grades, aligning pay range midpoints to 2.5% above the average market median for jobs assigned to each pay grade
    - Aligning at 2.5% above market median allows for the anticipated market movement identified for the Utilities Industry by *WorldatWork* in the next year



# Proposed Pay Grade Alignment

Department	GRPUC Job Title	Job Points	Pay Grade
Water/Wastewater Department	Maintenance III	137	1
Business Services Department	Customer Service Representative	143	1
Business Services Department	Purchasing Clerk	154	1
Information Systems	GIS Technician/Locator	160	1
Water/Wastewater Department	Water Treatment Plant Operator	171	2
Water/Wastewater Department	Maintenance II - Systems	176	2
Water/Wastewater Department	Wastewater Treatment Plant Operator	180	2
Business Services Department	Accounting Technician - Payroll Benefits	181	2
Business Services Department	Accounting Technician	181	2
Water/Wastewater Department	Maintenance II - Facilities	183	2
Business Services Department	Lead Customer Service Representative	183	2
Water/Wastewater Department	Maintenance I - Systems	219	3
Water/Wastewater Department	Maintenance I - Facilities	224	3
Information Systems	Information Systems Analyst	238	3
Administration	Executive Assistant	238	3
Electric Department	Journey Line Worker	225	4
Electric Department	Maintenance Electrician	247	5
Electric Department	Line Crew Lead	266	5
Electric Department	Project Coordinator - Electric	268	5
Electric Department	Electric Meter Technician	268	5
Water/Wastewater Department	Water Operations Director	285	6
Water/Wastewater Department	Wastewater Operations Director	291	6
Water/Wastewater Department	Maintenance Foreman	291	6
Electric Department	Line Crew Foreman	291	6
Information Systems	Information Systems Manager	330	7
Electric Department	Electric Department Manager	353	7
Water/Wastewater Department	Water/Wastewater Department Manager	353	7
Business Services Department	Business Services Manager	356	7
Administration	General Manager	483	8

# Salary Structure Development

Pay Grade	Range Minimum (Hourly)	Range Midpoint (Hourly)	Range Maximum (Hourly)
1	\$23.62	\$28.98	\$34.34
2	\$28.35	\$34.78	\$41.21
3	\$30.33	\$37.21	\$44.09
4	\$37.76	\$46.33	\$54.90
5	\$39.65	\$48.65	\$57.65
6	\$41.63	\$51.08	\$60.53
7	\$45.58	\$55.93	\$66.28
8	\$61.08	\$74.95	\$88.82

## Implementation Plan Recommendations

- Implement the proposed salary structure adjustments through a consistent pay implementation process, reduces potential salary compression issues and impacts of inflation.
  - Cost implementation analysis (provided there is a change) includes employee pay adjustments based on employee current pay rate and years of service in position.
- Potential cost implementation options to bring employees into the proposed structures include the following:
  - Bring to Minimum – All employees will be brought to at least the minimum of their proposed pay grade.
  - Increase Using Time-in-Position Rate – For each year of service in position, the employee gets a 1.5% increment up to the new range maximum. Previous experience limited to 10 years.

# Cost Implementation

- **The implementation strategy/plan is based on the following aspects:**
  - No pay cuts will occur.
  - Employees will be paid at a rate based on time in role, meaning no employees will be paid below the minimum of the new salary structure.
  - Salaries do not fall above the new pay range maximum.
  - Cost projections are an estimate based on current employment at the time of data collection.

Employees	Count of Employees	Cost Projection	% of Current Payroll
To New Minimum	6	\$28,954	1.04%
To Time in Position (1.5% per year)	24	\$157,308	5.62%
<b>Total Increase to Implement</b>	<b>32</b>	<b>\$186,262</b>	<b>6.66%</b>





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# Recommendations and Ongoing Maintenance

## Ongoing Administration Recommendations

In addition to the salary structure recommendations, Gallagher recommends the following compensation administration guidelines:

- Implement compensation administration guidelines and policies for placing and moving employees through the salary structure.
- Review annually the internal alignment and classifications of jobs to ensure proper leveling between jobs.
- Utilize performance evaluations for any base pay increases or individual salary advancements to compensate for competent performance in the job class/level.
- Adjust the salary structure by a structure movement trend factor using the *WorldatWork* prevailing market trends on a yearly basis to remain competitive. The salary structure adjustments should move at a slower rate than employee pay. General best practice is to move the salary structure by half of the employee base pay movement.
- Conduct a comprehensive compensation study at least every five (5) years in addition to adjusting the salary structure to keep aligned with the market trends.



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# Thank you!

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc. is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services." Neither Arthur J. Gallagher & Co., nor its affiliates provide accounting, legal or tax advice.



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## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

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**AGENDA DATE:** February 28, 2024

**AGENDA ITEM:** Consider a motion to approve the full lump sum merit pay allowed in the General Manager's employment agreement based on the Commissioners evaluation of her 2023 performance.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

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### **BACKGROUND:**

General Manager Julie Kennedy's performance is reviewed on an annual basis by two members of the Commission. Based on that review, the Commissioners determine how much merit pay she should receive for that year in accordance with her existing employment agreement. On December 12, 2023, Commission President Stanley and Commission Secretary Francisco met with Ms. Kennedy to discuss her 2023 performance. As a result of the review, the Commissioners are recommending approval of the full lump sum merit pay allowed in her employment agreement. Her employment agreement expired on December 23, 2023, with the terms of the existing agreement in effect until a successor agreement exists. The Commissioners recommended continuing the existing contract until after the organizational classification / compensation study is completed, at which point a successor agreement may be developed if desired.

### **RECOMMENDATION:**

Consider a motion to approve the full lump sum merit pay allowed in the General Manager's employment contract based on the Commissioners evaluation of her 2023 performance.



## **GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM**

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**AGENDA DATE:** February 28, 2024

**AGENDA ITEM:** Consider a motion to approve updated position description for Information Systems (IS) Utility Locator/GIS Technician and authorize the internal and external advertisement for the position.

**PREPARED BY:** Chery Pierzina, Human Resources Officer.

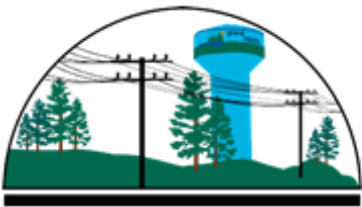
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### **BACKGROUND:**

As a result of the creation of the Information Systems (IS) Department, Grand Rapids Public Utilities has had an unfilled position, Utility Locator/GIS Technician, since December 2023. With the assistance of the IS manager and IS staff, we have revised the GIS Technician/Locator title and job description to Utility Locator/GIS Technician. This revision essentially has many of the same responsibilities and duties. The wage for this position will be set as a Pay Grade 1, in accordance with our recent and approved Classification and Compensation System.

### **RECOMMENDATION:**

Consider a motion to approve the updated Information Systems Utility Locator/GIS Technician position description and authorize the internal and external advertisement for the position.



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**POSITION: Utility Locator/GIS Technician**

**DATE:** February 2024

**DEPARTMENT:** Information Systems Department

**ACCOUNTABLE TO:** Information Systems Manager

Primary Objective of Position:

To accurately locate the pathways of the public utilities owned and operated by the Grand Rapids Public Utilities and the City of Grand Rapids (GRPU/City).

To perform intermediate technical work maintaining an up-to-date, user friendly, Geographic Information System (GIS) electronic mapping database of public infrastructure owned by the GRPU/City.

Major Areas of Accountability and Job Duties:

The work completed by this position protects underground utilities from damage during projects involving excavation, trenching and/or directional drilling and keeps the public safe. The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

1. Receives and organizes locate tickets to ensure efficiency of work and routes of assigned sites.
2. Reviews locate tickets and/or other existing or incoming information to ensure accuracy, usefulness, quality and completeness of documentation, field work and retention.
3. Coordinates utility locate work, both between GRPU/City departments and the public.
4. Reads and understands utility maps, blueprints, and aerial imagery to assist in identification of underground utilities.
5. Travels to assigned work sites, locates and marks underground municipal utilities, including but not limited to electric, water, sanitary sewer, and storm water using spray paints, flags or other tools as directed.

6. Operates handheld and other necessary equipment necessary to performance of duties.
7. Transfer of data collected from field operation to the GIS system.
8. Gathers field data on GRPU/City assets. Collects, inputs, and analyzes data relative to public infrastructure.
9. Assists in the maintenance and data sustainability of the GIS system.
10. Assists in preparation of information for the public and performs GIS and locating administrative duties as needed.
11. Attends workshops, technical classes, training sessions and safety meetings as required by utility management.
12. Serves on various employee committees or other committees as assigned or requested.
13. Additional duties as deemed necessary by supervision, which are of an equal or lessor nature, based on job qualifications.

#### Qualifications:

The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions at a satisfactory level.

1. Must have a minimum of a 2-year Associates Degree or the equivalent combination of education and experience.
  - a. Preferred candidates should have experience or knowledge in GIS systems.
  - b. Preferred candidates should have experience with locating underground infrastructure that could include but not limited to Electric, Communications, Water, Sewer, Stormwater, etc.
2. Must be a high school graduate or possess a GED equivalent.
3. Must possess a minimum of a valid Minnesota State Class D driver's license.
4. Self-motivated and ability to schedule time effectively to meet required deadlines.
5. Understanding of the utility locating process and experience with utility locating equipment.
6. Familiarity with the basic understanding of public utilities infrastructure systems such as electrical distribution, water distribution, sanitary sewer collection, and storm water collection.
7. Ability to read utility system maps and relate those maps to field situations.
8. Ability to think critically and troubleshoot complex situations in the field.
9. Computer experience and/or education sufficient to develop, select, install, and modify the information system and solve technical problems.

10. Must possess good verbal and written communications skills, as well as possess a working knowledge of data entry and a working knowledge of basic arithmetic.
11. Experience reading and writing easements and legal descriptions and capable of reading equipment specifications and blueprints.
12. Ability to work in inclement weather.
13. Ability to distinguish colors.
14. Familiar with application of safety policies and standards.

#### Tools and Equipment Used:

Motorized vehicles, power tools, computers, mobile two-way radio, and hand tools. Mobile device, GPS, Cable and Pipe Locator, Metal Detector.

#### Responsibility for work of others:

Direct supervision over: None

Indirect supervision over: Assigned employees

#### Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential job functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions of this position.

While performing the duties of this job, the employee is regularly required to walk; stand; to reach with hands and arms; to use hands to finger, handle, feel or operate objects, tools, or equipment. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear.

The employee must frequently lift and carry 25 pounds. Specific vision abilities required by this position includes close vision, distant vision; color vision and depth perception.

#### Work Environment:

The work environment characteristics described here are representative to those an employee encounters while performing the essential job functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job function.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee is frequently exposed to heat, wet and/or humid conditions, and uneven terrain. The employee is occasionally exposed to risk of electrical shock.

The noise level in the normal work environment is moderate.



*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar or related to, or a logical extension of the position.*

*This job description does not constitute an employment contract between the employer and employee. This job description is subject to change by the employer as the needs of the employer and requirements of the job change.*

Commission Approved Date:

POSITION: ~~GIS Technician / Locator~~  
**Utility Locator/GIS Technician**

DATE: April 2018

DEPARTMENT: ~~Electric Department~~ **IS Department**

ACCOUNTABLE TO: ~~Electric Department~~ **IS Manager**

Primary Objective of Position:

To accurately locate the pathways of the public utilities owned and operated by the Grand Rapids Public Utilities and the City of Grand Rapids (GRPU/City).

To perform intermediate technical work maintaining an up-to-date, user friendly, Geographic Information System (GIS) electronic mapping data base of public infrastructure owned by the GRPU/City.

Major Areas of Accountability and Job Duties:

The work completed by this position protects underground utilities from damage during projects involving excavation, trenching and/or directional drilling and keeps the public safe. The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

1. Receives and organizes locate tickets to ensure efficiency of work and routes of assigned sites.
2. Reviews locate tickets and/or other existing or incoming information to ensure accuracy, usefulness, quality and completeness of documentation, field work and retention.
3. Coordinates utility locate work, both between GRPU/City departments and the public.
4. Reads and understands utility maps, blue prints and aerial imagery to assist in identification of underground utilities.
5. Travels to assigned work sites, locates and marks underground municipal utilities, including but not limited to electric, water, sanitary sewer, and storm water using spray paints, flags or other tools as directed.
6. Operates handheld and other necessary equipment necessary to performance of duties.

7. ~~Converts data collected from field operations, uploads data, designs, programs, and updates GIS database.~~ Transfer of data collected from field operation to the GIS system.
8. Gathers field data on GRPU/City assets. Collects, inputs and analyzes data relative to public infrastructure.
9. ~~Supports the design, development and implementation of the GIS and integrated systems and assists in the maintenance of the asset management system.~~ Assists in the maintenance and data sustainability of the GIS system.
10. Assists in preparation of information for the public and performs GIS and locating administrative duties as needed.
11. Attend workshops, technical classes, training sessions and safety meetings as required by utility management.
12. Serves on various employee or other committees as assigned or requested.
13. Additional duties as deemed necessary by supervision, which are of an equal or lesser nature, based on job qualifications.

#### Qualifications:

The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions at a satisfactory level.

1. Must have a minimum of a 2-year Associates Degree in Geography & GIS with a GIS Professional Certificate or the equivalent combination of education and experience.
  - a. Preferred candidates should have experience or knowledge in GIS systems.
  - b. Preferred candidates should have experience with locating underground infrastructure that could include but not limited to Electric, Communications, Water, Sewer, Stormwater, etc.
2. Must be a high school graduate or possess a GED equivalent.
3. Must possess a minimum of a valid Minnesota State Class D driver's license.
4. Self-motivated and ability to schedule time effectively to meet required deadlines.
5. Understanding of the utility locating process and experience with utility locating equipment.
6. Familiarity with the basic understanding of public utilities infrastructure systems such as electrical distribution, water distribution, sanitary sewer collection, and storm water collection.
7. Ability to read utility system maps and relate those maps to field situations.

8. ~~Ability to recognize utility system appurtenances in the field.~~ Ability to think critically and troubleshoot complex situations in the field.
9. Computer experience and/or education sufficient to develop, select, install and modify the information system and solve technical problems.
10. ~~Experience with map projections and coordinate systems including their transformation and use in relating objects to one another.~~
11. Must possess good verbal and written communications skills, as well as possess a working knowledge of data entry and a working knowledge of basic arithmetic.
12. Experience reading and writing easements and legal descriptions and capable of reading equipment specifications and blueprints.
13. Ability to work in inclement weather.
14. Ability to distinguish colors.
15. Familiar with application of safety policies and standards.

#### Tools and Equipment Used:

Motorized vehicles, including ~~front end loader, forklift, pickup truck, dump truck, hoists,~~ power tools, computer, mobile two-way radio, ~~pumps, generators, hand tools, arc welder, cutting torch and gas welder.~~ Mobile device, GPS, Cable and Pipe Locator, Metal Detector

#### Responsibility for work of others:

Direct supervision over: None

Indirect supervision over: Assigned employees

#### Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential job functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions of this position.

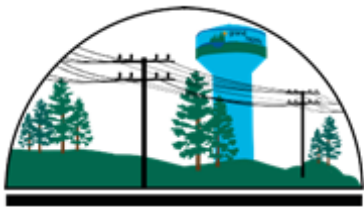
While performing the duties of this job, the employee is regularly required to walk; stand; to reach with hands and arms; to use hands to finger, handle, feel or operate objects, tools, or equipment. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear.

The employee must frequently lift and carry 25 pounds. Specific vision abilities required by this position includes close vision, distant vision; color vision and depth perception.

Work Environment:

The work environment characteristics described here are representative to those an employee encounters while performing the essential job functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job function.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee is frequently exposed to heat, wet and/or humid conditions, and uneven terrain. The employee is occasionally exposed to risk of electrical shock. The noise level in the normal work environment is moderate.



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NOTICE TO EMPLOYEES  
OF THE PUBLIC UTILITIES COMMISSION  
CITY OF GRAND RAPIDS, MINNESOTA

NOTICE OF VACANCY

DATE POSTED: February 28, 2024

POSITION: **Information Systems Utility Locator/GIS Technician**

DEPARTMENT: Information Systems

ACCOUNTABLE TO: Information Systems Manager

RATE: Pay Grade 1 as approved by the GRPUC on February 28, 2024.

QUALIFICATIONS: See attached position description.  
Applicant's qualifications may be subject to verification and testing.

If you are interested in posting for this position, please email a brief letter of interest and a statement of your qualifications to Chery Pierzina, Human Resources, [cpierzina@grandrapidsmn.gov](mailto:cpierzina@grandrapidsmn.gov), no later than the date listed below.

POSTING CLOSES: March 7, 2024 at 4:30 PM

Posted in accordance with Local 3456, AFSCME, and the Public Utilities Commission Collective Bargaining Agreement dated January 1, 2021 to December 31, 2023, Article 8, Section 1, Vacancies and Promotions.

**INFORMATION SYSTEMS UTILITY LOCATOR/GIS TECHNICIAN  
PUBLIC UTILITIES COMMISSION  
GRAND RAPIDS, MINNESOTA**

The Grand Rapids Public Utilities Commission (GRPUC) is seeking qualified candidates for the position of Utility Locator/GIS Technician to perform intermediate technical work maintaining an up-to-date, user friendly, Geographic Information System (GIS) electronic mapping database of public infrastructure owned by the GRPU/City.

Qualified applicants must have:

- A 2-year associate degree or the equivalent combination of education and experience.
- Understanding of the utility locating process and experience with utility locating equipment.
- Preferred candidates should have experience with locating underground infrastructure that could include but not limited to Electric, Communications, Water, Sewer, Stormwater, etc.

The position is in Pay Grade 1 which has a salary range from \$23.62 per hour to \$34.34 per hour. Placement is based on relatable experience.

GRPU provides an excellent health insurance plan and benefit package.

The complete position description and application are available at [www.grpuc.org](http://www.grpuc.org) or by contacting Grand Rapids Public Utilities at 218-326-7189.

Please email completed application and resume to Chery Pierzina at [cpierzina@grandrapidsmn.gov](mailto:cpierzina@grandrapidsmn.gov) no later than the date listed below.

**Applications will be accepted through 4:30 p.m. on Friday, March 15, 2024.**

GRPU is an equal employment opportunity employer.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

**AGENDA DATE:** February 28, 2024

**AGENDA ITEM:** Consider a motion to approve position description for Temporary Part-Time Administrative Assistant/Customer Service Representative and authorize the internal and external advertisement for the position.

**PREPARED BY:** Chery Pierzina, Human Resources Officer.

### **BACKGROUND:**

The GRPU ERP project requires extensive training for our CSR's – training that would be above and beyond their normal work duties. Because of this, we anticipate the need to hire a temporary PT CSR to cover for the employees while they train. CSR's will also have the option to work OT to complete these duties, but due to the time commitment, we still see the need for a temporary PT CSR. We anticipate this position to be about 4 hours per day from mid-March through September.

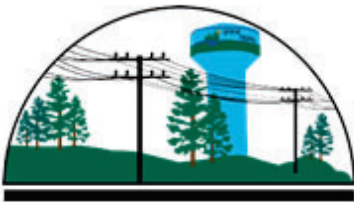
Along with that, we have a 12-week leave of absence we need to cover. This position is an administrative assistant and will be approximately 2 hours per day beginning in March.

To cover for both positions mentioned above, we've created a Temporary Part-Time Administrative Assistant/Customer Service Representative position. The position will be 20% Administrative Assistant, covering for a leave of absence, and 80% CSR, which will cover for our current CSR's while they train for our new ERP software. The job description and Notice of Vacancy is attached for you to review.

### **RECOMMENDATION:**

Consider a motion to approve the position description for Temporary Part-Time Administrative Assistant/Customer Service Representative and authorize the internal and external advertisement for the position.





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**POSITION TITLE:** Temporary Part-Time Administrative Assistant/Customer Service Representative

**DEPARTMENT:** Administration/Business Services

**DATE:** March to September

**ACCOUNTABLE TO:** General Manager/Business Services Manager

**Primary Objective of Position**

Provide comprehensive support to the General Manager, performing routine and complex clerical, administrative, and customer service duties to maintain accurate and timely official Utility records.

**Major Areas of Accountability and Job Duties:**

Coordinate work and activities with other GRPU and City staff.

Oversee Commission meeting management, ensuring legal compliance and preparing meeting materials.

Maintain document storage and record retention for Utility records, ensuring legal requirements are met.

Prepare and distribute internal and external communications through various platforms.

Assist in administering policies, employee programs, and labor negotiations.

Conduct research, analysis, and assist in preparing informational materials for decision-making.

Assist in scheduling Utility events and employee trainings, conduct confidential conversations.

Attend professional development offerings related to public administration, communications, and safety.

Make appropriate job decisions following standard policies and procedures.

Understand and comply with workplace safety practices.

**Minimum Qualifications:**

Valid Minnesota Class D driver's license.

Exceptional organizational skills and proficiency in electronic document preparation.

Strong sense of honesty, integrity, and credibility.

Excellent communication skills (verbal and written).

Proficiency in Microsoft Office and internet applications.

Attention to detail and ability to complete assignments accurately.

Positive attitude and ability to work courteously and professionally.

Strong interpersonal skills.

**Preferred Qualifications:**

Experience or working knowledge of Customer Service.

Experience or working knowledge of Office Management.

Experience or working knowledge of electronic record retention management.

Experience or working knowledge of Microsoft Teams and SharePoint.

**Tools and Equipment Used:**

Computers and related software, including word processing, spreadsheet programs, communications software; calculator, telephone, and copy machine.

**Physical Demands / Work Environment:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations will be made to enable individuals with disabilities to perform the essential job functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is frequently required to use hands to handle objects, tools, or controls and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

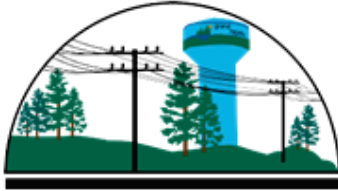
The employee must occasionally move up to 25 pounds. Specific vision abilities required by this job include close vision, peripheral vision, color vision, depth perception, and the ability to adjust focus.

The noise level in the work environment is usually moderately quiet.

*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar or related to, or a logical extension of the position.*

*This job description does not constitute an employment contract between the employer and employee. This job description is subject to change by the employer as the needs of the employer and requirements of the job change.*

Commission Approved Date: \_\_\_\_\_



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NOTICE TO EMPLOYEES  
OF THE PUBLIC UTILITIES COMMISSION  
CITY OF GRAND RAPIDS, MINNESOTA

NOTICE OF VACANCY

DATE POSTED: February 28, 2024

POSITION: **Temporary Part-Time  
Administrative Assistant/  
Customer Service Representative**

DEPARTMENT: Administration/Business Services

ACCOUNTABLE TO: General Manager/Business Services Manager

RATE: \$24.09 per hour

SCHEDULE: This position will be 30 hours per week (6 hours per day - 5 days per week). It is a temporary part-time position for 7 months, beginning mid-March through the end of September.

QUALIFICATIONS: Please see attached position description.

Applicant's qualifications may be subject to verification and testing.

If you are interested in posting for this position, please email a brief letter of interest and a statement of your qualifications to Chery Pierzina, Human Resources Officer, [cpierzina@grandrapidsmn.gov](mailto:cpierzina@grandrapidsmn.gov), no later than the date listed below.

POSTING CLOSES: March 7, 2024 at 4:30 PM

Posted in accordance with Local 3456, AFSCME, and the Public Utilities Commission Collective Bargaining Agreement dated January 1, 2021 to December 31, 2023, Article 8, Section 1, Vacancies and Promotions.

**TEMPORARY PART-TIME  
ADMINISTRATIVE ASSISTANT/CUSTOMER SERVICE REPRESENTATIVE  
GRAND RAPIDS PUBLIC UTILITIES  
GRAND RAPIDS, MINNESOTA**

Grand Rapids Public Utilities (GRPU) is seeking qualified candidates for the position of Temporary Part-Time Administrative Assistant/Customer Service Representative. This position is responsible for performing a full range of communication, clerical, and administrative work functions under general supervision in order to provide customer service and maintain timely and accurate records of the Utility.

Qualified applicants must have:

- Customer service skills
- Experience working as an Office Manager

This position will be 30 hours per week (6 hours per day - 5 days per week). It is a temporary part-time position for 7 months approximately mid-March through the end of September.

The wage for the Temporary Part-Time Administrative Assistant/Customer Service Representative is \$24.09 per hour.

The full position description and application are available at [www.grpuc.org](http://www.grpuc.org) or by contacting Chery Pierzina at 218-326-7606.

Please email completed application and resume to Chery Pierzina at [cpierzina@grandrapidsmn.gov](mailto:cpierzina@grandrapidsmn.gov).

Applications will be accepted until 4:30 PM on March 15, 2024.

GRPUC is an equal employment opportunity employer.



## GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

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**AGENDA DATE:** February 28, 2024

**AGENDA ITEM:** Consider approving a master subscription agreement and statement of work with SpryPoint Services Inc. for utility billing, customer portal, interval data management, and service orders and authorize the General Manager to sign documents.

**PREPARED BY:** Jean Lane, Business Services Manager

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### **BACKGROUND:**

GRPU currently uses Great Plains (GP) Dynamics for accounting software and Cogsdale for customer service management (utility billing), construction management, and work management (service orders) which integrate into GP Dynamics. GRPU has used this software for the past decade and though this software is operational, many features are very “clunky”. GRPU team members have found workarounds, often outside of the software in other products such as MS Excel, to complete their work.

In October 2021, the GRPU accounting team and the City of Grand Rapids Finance team met to share information, discuss how to work better together, ideas for joint projects, consideration of process improvements and streamline functions. The city indicated their current software was quite old and lacked some standard functionality. The teams discussed modern Enterprise Resource Planning (ERP) software and common business functions which are necessary to be performed by both City and GRPU.

GRPU was given notice in late 2021 that GP Dynamics would only be supported for five additional years. A joint City/GRPU ERP team concept was solidified with a primary purpose to replace both the city and GRPU ERP core software.

March 2022 the joint ERP replacement team was formalized and defined steps necessary to move forward. Barb Baird, City Finance Director and Jean Lane, Business Services Manager recommended hiring an external consultant for professional services to guide and assist the City/GRPU ERP team and in April 2022 a contract was approved to Government Finance

Officers Association (GFOA) for professional services for three tasks – (1) project planning and management; (2) process analysis/plan of action; and (3) RFP development.

GFOA would be contracted, in 2023, to assist with the final two tasks (4) system and vendor selection; and (5) contract negotiations.

The joint RFP was released January 6, 2023, to approximately 92 possible vendors. There were four vendors who responded to the RFP. City and GRPU identified five themes for the ERP software: (1) transparency in customer interactions; (2) self-service portals for customers; (3) interface with key other established City & GRPU software (Golf Course, utility billing, Laserfiche, AMI, GIS, etc.); (4) automation of key processes; (5) easy to use, and (6) increased reliability of data.

A mathematical evaluation scorecard was prepared by GFOA and the evaluation results between the vendors were close. The evaluation team (6 City and 10 GRPU members) invited software vendors to the demonstration and discovery evaluation stages.

After the evaluation stage SpryPoint Services Inc. was determined to be the top vendor for the GRPU replacement of Cogsdale software with utility billing (SpryCIS), customer portal (SpryEngage), integrated field services (SpryMobile) and interval data management (SpryIDM).

The cost of this project for GRPU is \$474,200. One-time costs to convert data, develop reports, system processes configured, training, testing, cutover, and stabilization of production and travel cost \$414,200 plus annual subscription of \$60,000. The method of funding is being finalized jointly with the city ERP software decision and includes an approved GRPU capital budget amount and possible joint short-term debt. Once funding is finalized with the City of Grand Rapids, it will be presented to the GRPU Commission.

The SpryPoint Master Subscription Agreement, Exhibit A – Statement of Work, Exhibit B – Pricing Schedule, Service Level Agreement – Exhibit C, Exhibit D – Insurance Coverage, Exhibit E – Security Overview, Exhibit – SpryPoint Data Processing Exhibit have been negotiated by GFOA and reviewed by internal GRPU team members and legal counsel.

**RECOMMENDATION:**

Approve a master subscription agreement and statement of work with SpryPoint Services Inc. for utility billing, customer portal, interval data management, and service orders, acknowledge other exhibits and authorize the General Manager to sign documents.

## Master Subscription Agreement

This Master Subscription Agreement, effective as of \_\_\_\_\_ (“**Effective Date**”), is by and between SpryPoint Services, Inc. (“SpryPoint”) a Canadian Corporation with offices at 45 Queen Street, Charlottetown, PE C1A 4A4 and Grand Rapids Public Utilities Commission with offices at 500 SE 4th Street, Grand Rapids, MN 55744 (“the **Client**”)

Whereas SpryPoint provides a subscription Service to which Client intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows.

The exhibits and schedules attached hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

SpryPoint agrees to perform the services described below in accordance with the terms and conditions of this Agreement. Should there be a conflict of terms or conditions, this Agreement shall control, and the order of precedence shall be as follows:

1. Master Subscription Agreement
2. Exhibit A – Statement of Work
3. Exhibit B – Pricing Schedule
4. Exhibit C – Service Level Agreement
5. Exhibit D – Insurance Requirements
6. Exhibit E – Security Provisions
7. Exhibit F – Data Processing

**DEFINITIONS.** The following capitalized terms shall have the following meanings whenever used in this Agreement.

**“Affiliate”** means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**“Agreement”** means this Master Subscription Agreement, including any exhibits or attachments hereto.

**“Authorized Named User”** means an end user of the Client that has been given access by Client to use the Services.

**“Authorized Parties”** means Clients’ or an authorized Affiliate’s employees and third-party providers authorized to access Client’s Tenants and/or to receive Client Data by Client (i) in writing, (ii) through the Service’s security designation, or (iii) by system integration or other data exchange process.

**“Confidential Information”** refers to the following types of material or content one party to this Agreement (“Discloser”) discloses to the other (“Recipient”): (a) any information Discloser marks or designates as “Confidential” at the time of disclosure; and (b) any other non-public, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be known by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure. Confidential Information does not include information that: (i) is in Recipient’s possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly,

before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.

**"Client Data"** means a subset of Confidential Information that is comprised of Client's data obtained, used in, or stored as the result of the use of the Services. Client Data shall include the following: Data collected, used, processed, stored, or generated by the Client as the result of the use of the Service, including any personal identifiable information ("PII") and any information related to payment processing, such as credit card numbers and ACH account numbers. Client Data is and shall remain the sole and exclusive property of Client and all right, title, and interest in same is reserved to Client.

**"Client Input"** means suggestions, enhancement requests, recommendations or other feedback provided by Client, its employees and Authorized Parties relating to the operation or functionality of the Service.

**"Client System"** means any database, system, networks, applications, equipment, or facilities used by the Client.

**"Competitor"** means any entity that may be reasonably construed as offering competitive functionality or the Service offered by SpryPoint.

**"Deliverable"** means any report, analysis, documentation, training materials, test scripts, specifications or other work product identified in any Statement of Work as a "deliverable".

**"Documentation"** means the software's standard user manuals and any other accompanying documents related to the Software delivered to Client during Implementation.

**"Implementation"** means the process for gathering requirements, configuring, testing, training, and integrating the Service for Client's use, as set forth in a Statement of Work.

**"Intellectual Property Rights"** means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

**"Implementation Services"** means the services provided by SpryPoint to Client for the integration, implementation, and use of the Service, which may include project management, analysis, configuration, data conversion, training, testing, development and ongoing maintenance & support, as outlined in Exhibit A - Statement of Work.

**"Malicious Code"** means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs.

**"Messaging Service"** means SpryPoint's alerts, notifications, communications, campaigns & messaging capabilities provided with the Service.

**"Parties"** collectively refers to SpryPoint and the Client.

**"Security Breach"** means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Client Data; provided that an incidental disclosure of Client Data to an Authorized Party or SpryPoint or incidental access to Client Data by an Authorized Party or SpryPoint, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers



a notification obligation under any applicable law and (ii) any security breach (or substantially similar term) as defined by applicable law.

**"Service"** means the combination of SpryPoint's software-as-a service applications as described in the Documentation and subscribed to as set forth in Exhibit B - Pricing Schedule or through a Change Order.

**"Service Level Agreement" (SLA)** means SpryPoint's standard Service Level Availability policy which may be updated from time to time. No update shall materially diminish SpryPoint's responsibilities under the SLA.

**"Subscription Service Fee"** means the annual amount invoiced and payable for Client's use of the Service. The Subscription Service Fee does not include the one-time implementation fees for the Services as set forth in Exhibit A Statement of Work.

**"Tenant"** means a unique instance of the Service, with a separate set of Client data held by SpryPoint in a logically separated database.

**"Term"** means the initial term of this Agreement which commences on the Effective Date and will continue for one year.

**"Updates"** means all updates, improvements, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation as developed by SpryPoint and made generally available for production use.

**"Work Product"** means any deliverable or other product prepared specifically for Client by SpryPoint as part of Implementation Services, but not including any enhancements developed to the software applications which are the product of SpryPoint.

## 1. Provision of Service.

**1.1 SpryPoint Obligations.** During the Term of this Agreement, SpryPoint shall make the Service and Updates available to Client in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement. SpryPoint shall not use Client Data except to provide the Service, or to prevent or address service or technical problems, verify Service Updates, in accordance with this Agreement and the Documentation, or in accordance with Client's instructions and shall not disclose Client Data to anyone other than Authorized Parties in accordance with this Agreement.

**1.2 Client Obligations.** Client may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Client and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Client is responsible for all Authorized Party use of the Service and compliance with this Agreement. Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client Data and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify SpryPoint promptly of any such unauthorized access or use. Client shall not: (i) use the Service in violation of applicable laws; (ii) in connection with the Service, send or store infringing, obscene, threatening or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service or its related systems or networks in a manner not set forth in the Documentation. Client shall designate a maximum number of named contacts as listed in the applicable order form to request and receive support services from SpryPoint. Named support contacts must be trained on the SpryPoint product(s) for which they initiate support requests. Client

shall be liable for the acts and omissions of all Authorized Parties and Client Affiliates relating to this Agreement.

- 1.3 Acceptable Use.** Client acknowledges and agrees that SpryPoint does not police the content of communications or data of Client or its users transmitted through the Service, and that SpryPoint shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client is solely responsible (a) for making sure that the it's disclosure and use of data, content and information transmitted through the Service does not violate any applicable law or infringe upon the intellectual property rights of any third party and (b) for the appropriate use of any reports and other materials prepared by Client in a manner that will not violate any applicable law or infringe upon the intellectual property rights of any third party. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. SpryPoint may remove any violating content posted or transmitted through the Services, without notice to Client. SpryPoint may suspend or terminate any user's access to the Service upon notice in the event that SpryPoint reasonably determines that such user has violated the terms and conditions of this Agreement.
- 1.4 Professional Services.** As applicable, SpryPoint shall provide to the Client Implementation Services, project management services, functional consulting services, and technical consulting services as described in a mutually agreed upon Statement of Work or Change Order (including any Deliverables, reports, training materials, specifications, scripts, or other resources) and technical and functional support services listed in the exhibits attached to this Agreement.
- 1.5 Acceptance Criteria.** Acceptance criteria for Services and Work Products shall be set forth in each SOW, or in such other document that the parties mutually agree in writing. The Client must inspect the Services and Work Products upon SpryPoint's delivery of such Services or Work Products to confirm conformance with acceptance criteria. Unless otherwise stated in a SOW, Client shall provide within five (5) business days, or an alternate period agreed to between the parties, notification of acceptance or description of defects within the applicable Services or Work Product. In the event that the Client does not provide notification of acceptance within the agreed upon review period, the issue shall be resolved using the dispute resolution identified in Section 6.5 of this Agreement.
- 1.6 Personnel.** Any SpryPoint employee assigned to the Client will be qualified to conduct the duties assigned to that employee. If requested by Client, SpryPoint will remove any employee from performing the Services that Client reasonably deems incompetent, careless, or otherwise objectionable to the extent legally permissible. SpryPoint does not anticipate that a reassignment will occur, however; if it should become a necessity, SpryPoint will work with Client to ensure that any necessary transition is conducted to the highest standards. To the extent it is within SpryPoint's control, any such transition will consist of a thirty (30) day knowledge transfer period for any newly assigned SpryPoint resource
- 1.7 Access.** Client shall provide SpryPoint with reasonable access to the Client premises and Client Systems (including digital access) and will make Client employees and contractors reasonably available to answer questions as necessary for the performance of the Services and will generally cooperate fully with SpryPoint in SpryPoint's provision of the Services.
- 1.8 SpryPoint Compliance with policy.** SpryPoint will:
- 1.8.1** abide by any reasonable and applicable Client security or human resource policies in effect and communicated in writing to SpryPoint when accessing Client Systems.

- 1.8.2** comply with reasonable instructions, restrictions, or conditions related to use of any Client System provided that the specifics of any such compliance requirements are communicated in writing to SpryPoint.

## 2. Fees.

- 2.1 Invoices & Payment.** SpryPoint will invoice Client the first-year subscription fee for the Service upon execution of this Agreement. All fees are quoted and payable in United States Dollars. All invoiced charges are due net 30 days from the invoice date unless otherwise stated on the invoice. Client is responsible for providing SpryPoint complete and accurate billing and contact information including a valid email address prior to the commencement of your subscription. Upon SpryPoint's request, Client will make payments via electronic bank transfer. All remittance and invoice inquiries are to be directed to [finance@sprypoint.com](mailto:finance@sprypoint.com).
- 2.2 Non-Cancelable & Non-Refundable.** Except as specifically set forth to the contrary under Section 6 (Warranty) and Section 7 (Indemnification), all payment obligations are non-cancelable, and all payments made are non-refundable.
- 2.3 Non-Payment and Suspension of Service.** If SpryPoint does not receive any undisputed invoiced amount by the due date as provided in Section 2.1 herein, then without limiting rights and remedies, the invoiced amount(s) may accrue interest at the rate of 1.5% per month or the rate permitted by applicable law, whichever is less. If any amount owing by Client for SpryPoint's Services under this Agreement or any other agreement is net 30 or more days overdue, SpryPoint, without limiting its other rights and remedies reserves the right to suspend the Service, after five (5) days notice to Client, until such amounts are paid in full.
- 2.4 Taxes.** All fees invoiced pursuant to this Agreement do not include any applicable taxes. Client shall be solely responsible in the event any authority imposes a duty, tax, levy, or fee (excluding those based on SpryPoint's net income) directly upon the Client in relation to this Agreement.
- 2.5 Tax Status.** SpryPoint's fees do not include any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value - added, goods and services, taxes, excise, use or similar taxes ("Transaction Taxes"). In the event that Client's tax-exempt status changes such that it is no longer exempt from Transaction Taxes, Client shall become responsible for paying all Transaction Taxes associated with this Agreement. If SpryPoint has a legal obligation to pay or collect Transaction Taxes for which Client is responsible under this section, the appropriate amount shall be invoiced to and paid by Client. If Client itself, as a body entitled to assess taxes or fees, imposes any taxes or fees upon SpryPoint's provision of the Services, the fees in this Agreement are net of any such taxes or fees and SpryPoint will gross up its invoices to include such taxes or fees.
- 2.6 Additional Services.** The Service includes optional variable services such as SMS messaging services and outbound IVR dialer services (collectively "Additional Services"). All Additional Services shall be invoiced by SpryPoint to Client upon the request of such services by Client at the pricing and rates provided in Exhibit B.
- (a) For SMS text messaging services, an optional SMS Short Code fee shall be invoiced upon request of a Short Code by Client. SMS short code fees shall be invoiced annually, while in- bound and out-bound text message usage fees shall be invoiced monthly for actual amount used.
- (b) For Outbound IVR services, usage fees shall be invoiced monthly for the actual amount used upon activation and usage of the outbound IVR services.

**2.7 Enhancement Cost.** Any enhancements to the Service beyond the initial scope as outlined in Exhibit A – the Statement of Work will be performed on a time and material basis, at SpryPoint’s then current hourly rate, which Client will be informed of upon request. We will implement enhancements pursuant to the change control process as outlined in Exhibit A.

**2.8 Additional Users.** SpryPoint will be automatically notified when new users are added to Client’s Service. If the number of active users, not including archived users, exceeds Client’s current subscription, SpryPoint will invoice Client for any incremental user additions during the calendar month. Invoice to Client will be prorated to align with the remaining months in Client’s subscription period.

### 3. Proprietary Rights

**3.1 SpryPoint Intellectual Property Rights.** SpryPoint retains all right, title, and interest in and to the Service, Documentation and other SpryPoint Intellectual Property Rights including any related methodologies, techniques, processes, and instruction developed by SpryPoint and used in the course of delivering the Service under this Agreement and an applicable Statement of Work. No rights are granted to Client hereunder other than expressly set forth herein. Client shall not (and shall not allow or cause any third party to) (i) reverse engineer, modify or copy the Service or Documentation or create any derivative works based on the Service and Documentation; (ii) copy any features, functions, interfaces, integrations or graphics of the Service or Documentation; or (iii) access the Service or Documentation in order to build any commercially available product or service.

**3.2 Client Rights.** SpryPoint hereby grants Client’s Authorized Named Users (and those of Client’s Affiliates and Authorized Parties) a non-exclusive, non-transferable, non-perpetual limited right and license to use the Service and Documentation, solely for the internal business purposes of Client and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement.

**3.3 License to Host Client Data.** Client grants SpryPoint and SpryPoint’s hosting partners a non-exclusive, non-transferable, worldwide, limited-term license to host, copy, transmit and display Client Data, only as necessary for SpryPoint to provide the Service in accordance with this Agreement. As between SpryPoint and Client, SpryPoint acquires no right, title or interest from Client under this Agreement in or to Client Data.

**3.4 License to use Client’s Feedback.** Client grants to SpryPoint and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction or other Client feedback relating to the Service. SpryPoint shall have no obligation to make Client Input an improvement.

**3.5 Statistical Information.** SpryPoint owns all aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and performance results for the Service. SpryPoint may anonymously compile statistical information related to the performance of the Service for purposes of improving the SaaS service, provided that such information does not identify Client Data or include Client’s name.

### 4. Confidentiality

**4.1 Confidentiality.** A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party’s prior written permission. Notwithstanding the foregoing, SpryPoint recognizes that Client is a public entity and records may be disclosed by Client subject to any applicable public records laws as determined by Client. The requirements of Minnesota Statutes, section 13.05, subdivision 11, apply to this Agreement. Furthermore, Recipient may disclose Confidential Information

as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise contest such required disclosure, at Discloser's expense.

- 4.2 Nondisclosure.** A party shall not use Confidential Information for any purpose other than to facilitate this Agreement. A Recipient: (a) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement and executes a nondisclosure agreement with Recipient, and (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent.
- 4.3 Protection.** Each party shall protect Confidential Information with the same degree of care it uses to protect its own Confidential Information, but in no event using less than a reasonable standard of care.
- 4.4 Injunctive Relief.** Recipient agrees that breach of confidentiality would cause irreparable injury, for which monetary damages would be inadequate. If a Recipient discloses or uses any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available to injunctive relief to enjoin such acts.
- 4.5 Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. Discloser will retain all right, title and interest in and to all Confidential Information.

## 5. Data Privacy & Security

- 5.1 SpryPoint use of Data.** Client hereby grants SpryPoint a limited right to access, process, collect, store, generate, display, and use Client Data for the sole purpose of providing the Service. SpryPoint shall keep and maintain Client Data in strict confidence and shall not allow any third parties to use, disclose, or access Client Data without Client's prior written consent. Notwithstanding the foregoing, SpryPoint may disclose Client Data as required by applicable law or by proper legal or governmental authority. SpryPoint shall give Client notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise contest such required disclosure, at Client's expense.
- 5.2 Data Security.** Each Party shall be responsible for establishing and maintaining its own data privacy and information security policies, including physical, technical, administrative, and organizational safeguards to ensure the security and confidentiality of Client Data, protect against any anticipated threats or hazards to the security of Client Data protect against unauthorized disclosure, access to, or use of Client Data, ensure the proper disposal of Client Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.
- 5.3 Unauthorized Disclosure.** If either Party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Each Party will reasonably assist the other Party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the Security Breach was caused by it. As soon as reasonably practicable after any such Security Breach, upon Client's request, Client and SpryPoint will consult in good faith regarding the root cause analysis and any remediation efforts.

## 6. Warranties & Disclaimers

### 6.1 From SpryPoint.



- a. **Function:** SpryPoint represents and warrants that, during the Term, the Service will perform materially in accordance with the Documentation.
  - b. **Service:** SpryPoint warrants that it will (a) perform the Services in a professional, workmanlike manner, consistent with industry standards; (b) perform the Services in a manner that complies with all applicable laws and regulations; (c) staff the project with a sufficient number of resources with skills and experience sufficient to perform the Services in accordance with the requirements of this Agreement; and (d) comply with applicable functional requirements in the SOW or other plans or specifications approved by SpryPoint and the Client in any approved Deliverables. In the event SpryPoint provides Services that do not conform to this warranty, SpryPoint will timely re-perform such services at no additional cost to Client.
  - c. **Intellectual Property Rights:** SpryPoint represents and warrants that it owns the Service and has the power and authority to grant the rights in this Agreement without the further consent of any third party.
  - d. **Malicious Code:** SpryPoint represents and warrants that the Service does not contain any Malicious Code. SpryPoint further warrants that it will not introduce any Malicious Code into the Service.
  - e. **No Debarment:** SpryPoint certifies that neither it nor its principals are presently debarred or suspended by the United States Federal government, state, or any of the state's departments, commissions, agencies, or political subdivisions.
- 6.2 From Both Parties.** Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required hereunder.
- 6.3 Warranty Remedies.** In the event of a breach of the warranty as set forth in Section 6.1, or upon the discovery of Malicious Code in the Service, (a) SpryPoint shall correct the non-conforming Service at no additional charge to Client or (b) in the event SpryPoint is unable to correct such deficiencies after good-faith efforts, SpryPoint shall refund Client amounts paid that are attributable to the defective Service from the date of the defect (provided Client promptly informs SpryPoint of the defect after discovery of same) through the date of remedy, if any. At no time shall the refund exceed the subscription fees actually paid by Client in consideration for SpryPoint's service delivery during the immediately preceding twelve (12) month period for the Service.
- 6.4 Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN SECTION 6.1 AND 6.2 ABOVE, SPRYPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. SPRYPOINT DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.
- 6.5 Dispute Resolution.** Any dispute, disagreement, claim or controversy between the parties arising out of or relating to this Agreement (the "Disputed Matter") shall be resolved by mutual agreement by first having the Project Manager for SpryPoint and the Project Manager or Project Leader for the Client meet to endeavor to resolve such dispute. If a resolution to the Disputed Matter does not occur during such meeting or within five (5) business days thereafter, the parties agree to elevate the Disputed Matter to a meeting of the Client's Project Steering Committee. If either of the representatives at this level conclude, after a good faith attempt to resolve the Disputed Matter, that amicable resolution through continued negotiation does not appear likely, either party may seek relief by mediation and/or legal action.

Except as expressly permitted in this Agreement, during the pendency of a dispute between the parties, notwithstanding anything to the contrary contained herein, and even if any problem or other dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall SpryPoint interrupt or suspend or terminate the provision of the Service to the Client or perform any action that prevents, impedes, or reduces in any way the provision of the Service or the Client's ability to conduct its activities, unless authority to do so is granted by the Client or conferred by a court of competent jurisdiction or the nature of the dispute makes performance of the Service infeasible.

## 7. Indemnification

**7.1 Intellectual Property Indemnification.** SpryPoint shall protect, defend, hold harmless and indemnify Client against any loss, damage or costs in connection with claims, demands, suits or proceedings ("Indemnified Claims") made or brought against Client alleging that the use of the Service infringes any third party's Intellectual Property Rights; provided, however, that Client; (a) promptly gives written notice of the Indemnified Claim to SpryPoint; (b) gives SpryPoint sole control of the defense and settlement of the Indemnified Claim; and (c) provides to SpryPoint, at SpryPoint's cost, all reasonable assistance. SpryPoint's obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of: (a) Client's breach of this Agreement; (b) revisions to the Service made by Client without SpryPoint's written consent; (c) Client's failure to incorporate Updates that Client has been advised of by SpryPoint that would have avoided the alleged infringement; (d) Modification of the Service by Client, its employees, or Authorized Parties in conflict with Client's obligations; (e) Unauthorized use of the Service by third parties; or (f) use of the Service in a manner inconsistent with the Documentation. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of Client. If Client is enjoined from using the Service or SpryPoint reasonably believes it will be enjoined, SpryPoint shall have the right at its sole option, to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to SpryPoint, then use of the Service may be terminated at either party's option and SpryPoint's sole liability shall be to refund: (y) any prepaid fees for the Service that were to be provided after the effective date of termination, and (z) all amounts Client paid in respect of SpryPoint's Intellectual Property Rights that Client cannot reasonably use as intended under this Agreement.

**7.2 Indemnification.** SpryPoint shall indemnify, defend and hold harmless Client and Client's agents, officials, and employees from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) arising from a third-party claim for (a) personal injury or property damage to the extent caused by SpryPoint's negligence or willful misconduct, (b) SpryPoint's violation of PCI-DSS requirements or a law applicable to performance under this Agreement; (c) SpryPoint's breach of Section 4; or (d) SpryPoint's or SpryPoint employees' misuse of their administrative privileges and log in use that causes a security breach to Client System.

## 8. Limitation of Liability

**8.1 Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 8.3, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY THE CLIENT TO SPRYPOINT FOR THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD (the "**Damage Cap**"). FOR THE AVOIDANCE OF DOUBT, THESE LIABILITY LIMITS APPLY TO THE PARTIES' AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.

**8.2 Exclusion of Damages.** EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW MUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS, OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CLIENT WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS ARE EXCLUDED AS SPRYPOINT'S LOST PROFITS.

**8.3 Exceptions.** Section 8.1 will not apply to limit (a) a party's liability for reckless misconduct, gross negligence, willful misconduct and/or fraud; (b) a party's liability for a breach of Section 4; provided that in no event will a Party's aggregate liability arising out of a Security Breach exceed an amount equal to two times (2x) the Damage Cap; (c) Client's liability for fees and Transaction Taxes under Section 2; (d) SpryPoint's indemnification obligations under Section 7.1; and (e) SpryPoint's indemnification obligations under Section 7.2; provided that in no event will SpryPoint's aggregate liability under Sections 7.2(b), (c), and (d) exceed an amount equal to two times (2x) the Damage Cap.

## 9. Term & Termination

**9.1 Term of Agreement.** The Term of this agreement commences on the Effective Date and will continue for one year.

**9.2 Annual Renewal.** The initial Term shall automatically renew for successive terms of one year unless either party provides the other written notice of termination at least (30) days prior to the expiration of the current term.

**9.3 Annual Escalation.** The annual Subscription Service Fee for the Service shall be subject to adjustment on each anniversary of the Effective Date at 5% per year.

**9.4 Termination for Convenience.** Client shall have the right to terminate this Agreement without cause or penalty, by giving not less than Thirty (30) days' prior written notice to SpryPoint. Upon termination, Client shall pay SpryPoint all fees due up to the time of termination.

**9.5 Termination for Default.** Either party may terminate this Agreement upon Thirty (30) days prior written notice in the event of a material breach by the other party if such breach remains uncured at the expiration of such notice period.

**9.6 Termination for Non-Appropriation of Funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement are not forthcoming or are insufficient, through the failure of any entity to appropriate funds or otherwise, Client will have the right to terminate at no additional cost or penalty by giving Thirty (30) days written prior notice documenting the lack of funding.

**9.7 Termination for Insolvency.** Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make



a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**9.8 Effect of Termination.** Upon any termination of this Agreement, Client shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service. Termination for any reason shall not relieve Client of the obligation to pay any fees accrued or due and payable to SpryPoint prior to the effective date of termination.

**9.9 Access to Client Data.** Upon written request by Client made prior to any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely for purposes of Client retrieving Client Data for a period of up to sixty (60) days. After sixty (60) days, SpryPoint will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data and will have no further obligation to make it available to Client.

**9.10 Survival.** This Section 9.10, the "Definitions" Section, and Sections 4, 5, 7, 8, and 11 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## 10. Messaging.

**10.1 Supplemental Messaging Terms.** If Client elects to use SpryPoint's Alerts, Notifications, Communications, Campaigns & Messaging capabilities (Messaging Service") provided with the Service the following supplemental terms ("Messaging Terms") will apply. For avoidance of doubt, Messaging Terms apply to all SpryPoint applications within the Service involving automated phone calls, pre-recorded messages, text messages, emails, in-app notifications and any other bulk communications.

**10.2 Responsibility & Risk.** Client shall be solely responsible for the content of any communications which Client initiates or authorizes in connection with the Messaging Services. SpryPoint shall have no responsibility or liability with respect to messages or communications initiated or authorized by Client. Client assumes all risks associated with use of the Messaging Service

**10.3 Messaging Indemnity.** Client shall hold harmless, defend and indemnify SpryPoint and its officers, directors, employees, contractors and representatives from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties and attorney's fees arising out of or relating to the Messaging Service or any breach by Client of these Messaging Terms, except in the event of SpryPoint's gross negligence or willful misconduct.

**10.4 Compliance.** SpryPoint is limited to delivering the Messaging Service to the Client as part of the Service, accordingly, compliance with applicable laws is strictly Client's responsibility with respect to use of the Messaging Service notwithstanding any provision to the contrary.

## 11. Miscellaneous

**11.1 Independent Contractor.** SpryPoint and all persons(s) employed by or contracted with SpryPoint to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Client. SpryPoint has full rights to manage its employees in their performance of the Service under this agreement. This agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

**11.2 Insurance.** SpryPoint will maintain during the entire Term of this Agreement, at its own expense the insurance coverage as outlined in Exhibit D. The policies shall name Client as an additional insured with respect to the provision of Services provided under this Agreement.

**11.3 Governing Law.** This Agreement shall be governed exclusively by the internal laws of the State of Minnesota.

**11.4 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon the third business day after first class mailing.

Notices to the Client shall be sent to:

Grand Rapids Public Utilities Commission  
Attn:  
500 SE 4th Street  
Grand Rapids, MN 55744

XXXXXXXXXX  
Attention: XXXXXXXXXXXX

Notices to SpryPoint shall be sent to:

Nick Stone  
CFO  
45 Queen Street – Suite #401  
Charlottetown, PE C1A 4A4  
nstone@sprypoint.com

**11.5 Waiver.** No failure or delay by either party in exercising any right under this agreement shall constitute a waiver of that right or any other right. Neither Client's review, acceptance nor payments for any of the Service or the Implementation Services shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

**11.6 Force Majeure.** In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that SpryPoint shall use reasonable efforts which are consistent with accepted software industry practices to resume performance as soon as practicable under the circumstances. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. The affected party shall provide prompt notice to the other party of the force majeure event, stating the period of time the occurrence is expected to continue.

**11.7 Conflicts of Interest.** SpryPoint certifies that to the best of its knowledge, no Client officer, employee or authorized representative has any financial interest in the business of SpryPoint and that no person associated with SpryPoint has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement.

**11.8 Fair Employment.** SpryPoint shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**11.9 Time.** Time is of the essence in the performance of this Agreement.

**11.10 Assignment.** Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (which consent shall not be unreasonably withheld). Except to the extent forbidden herein, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns. Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. In no event shall Client have the right to assign this Agreement to a direct Competitor of SpryPoint. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**11.11 Severability.** To the extent permitted by the law, the parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the event that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by the law, and the remaining provisions of this Agreement will continue in full force and effect.

**11.12 Publicity.** Except as set forth herein, SpryPoint shall not use Client's name, logos, or trademarks in any written press releases, advertisements and/or marketing materials without the prior consent of Client. SpryPoint is authorized to use Client's name and logo in lists of Clients and on its website, however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from SpryPoint.

**11.13 Subcontractors.** SpryPoint will not subcontract any Services under this Agreement without Client's prior written consent.

**11.14 Amendment.** This Agreement may only be amended in writing by authorized representatives of each party.

**11.15 Execution in Counterparts:** This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument. For purposes of this Agreement, a telecopy, electronic, or facsimile Agreement and signature shall be deemed as, and shall serve as, an original Agreement and signature.

**11.16 Entire Agreement.** This Agreement (including any exhibits) represents the only agreement between the Parties concerning the subject matter hereof and supersedes all other prior agreements whether written or oral, relating thereto.

Signature:	Signature:
Name:	Name:
Title:	Title:
Date Signed:	Date Signed:



CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE



**GRAND RAPIDS  
PUBLIC UTILITIES**  
*Service is Our Nature*



## Exhibit A - Statement of Work

*45 Queen Street  
Charlottetown,  
PE  
C1A 4A4, Canada*

[SpryPoint.com](http://SpryPoint.com)

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# 1. Introduction

This Statement of Work (SOW) is entered into per the Agreement Date by and between **SpryPoint** Services Inc. (hereinafter "**SpryPoint**"), with principal offices in Charlottetown, PE, and the Client Grand Rapids Public Utilities Commission ("the **Client**") with offices at 500 SE 4<sup>th</sup> Street, Grand Rapids, MN, 55744

Background Statements:

- **SpryPoint** will provide a range of software solutions and services to achieve a business solution that meets the identified Customer Information System (CIS) Solution ("Solution") requirements of the **Client**. The **Client** is open to new ways to achieve the same outcome but are not looking to go backward in functionality or efficiency.
- The Solution will encompass several **SpryPoint** products with Metabase included as a reporting and dashboard solution. The products include:
  - SpryCIS – Customer Information System
  - SpryMobile – Mobile Field Service
  - SpryEngage – Customer Engagement Portal
  - SpryIDM – Interval Data Management
- The **Client** wishes to work together with **SpryPoint** for the implementation of the Solution and **SpryPoint** agrees to provide such services and/or software as agreed to in the terms provided herein.
- This Statement of Work provides the general detailed terms and provisions that govern the delivery of all services and/or deliverables to the **Client** by **SpryPoint**.

This document is one of several that constitute the Agreement. As such, if any discrepancy exists between the documents, the precedence shall be listed in the Master Subscription Agreement. These documents help define the project's scope and will guide its execution.

## 2. Project Goals and Objectives

### 2.1. Goals and objectives

The **Client's** goals for this project and their supporting objectives are to take advantage of the newest technology and harness efficiencies to modernize their customer and meter-to-cash business processes. The implementation and enhanced support of these new technologies are an opportunity to drive automation and efficiencies in business functions and ultimately improve productivity.

The primary objectives for this project include:

- Baseline and efficiencies in functionality/business processes\_
- Efficiencies in key areas of the **Client's** business include, but are not limited to:
  - Automation and mobilization of field service functions/service orders
  - Accessibility of data/flexible data model for ease in data extraction, reporting, queries, and open standards/web-services based integration.

### **Automation**

- Allowing technology to do the work, workflows, integration, guided processes, and intuitive processes (less ad hoc scripts and manual processes) free up the Client's employees, leaving more time to focus on business needs.
- Make the employees' lives and jobs easier\_
- Modern technology\_
- The look and feel of the software should emulate a modern touch. This includes the technology stack that utilizes current and modern standards for the user interface, user intuitiveness, security, development tools, practices, etc. The software should have open data access/integration standards for easy data access and integration.

### **Implementation**

- Plan and perform a cost-effective and timely implementation.

### **Integrity**

- All aspects of the project and participants should be fair, honest, and conducted with integrity.

### **Additionally, both SpryPoint and Client agree to the following statements to guide a successful implementation:**

- Implement a new CIS Solution built on a modern and cloud-based technology platform in accordance with **SpryPoint's** proposal.
- Implement a solution that will interface with or provide replacement solutions for several of the **Client's** existing systems, simplifying the overall customer and meter-to-cash applications footprint.
- Provide a system that is flexible enough to accommodate business changes, requests for new services, and the need for enhanced business information.
- Implement a solution that is upgraded and enhanced regularly by **SpryPoint**.
- Implement a solution that provides the best business-practice methodologies.
- Implement a cost-effective solution that can be easily maintained.
- A Web based solution that allows for automation and streamlining of the overall customer and meter-to-cash processes and improves data management, including collection, reporting and record keeping.

### **Greater transparency and visibility into the Solution:**

- User-friendly reporting tools & advanced data analytics.
- API driven interfaces into and from the CIS system.
- An automated method for uploading meter readings to the CIS.
- Audit trails throughout the applications.
- See alerts and consumption history on the mobile application.

### **Provide better customer service:**

- Provide the following benefits: easy access to information, user friendliness, process automation, near real-time system changes, billing flexibility, and 24/7 access.
- Accurately calculate bills for all Customer classes, services, cycles, allocations, and capital recovery.
- Correctly allocate accounts receivable and payments among general ledger funds.
- Correctly process account and property activities.
- Provide Customer Service Reps (CSRs) with quicker access to customer information in one centralized location with a 360-degree view of the customer.
- Integrate customer self-service capabilities (that is, account information, payment options, service activities, etc.).
- Increase the efficiency and effectiveness of both employees and business processes and to improve employee job satisfaction, resulting in better customer service.
- Generate customer service metrics to satisfy the **Client's** desire to improve as well as meet future regulatory requirements.
- Improve data access through reporting & dashboarding tools.
- Ability for customers to sign up for and receive bills via email.
- Ability for customers to sign up for service alerts, financial alerts, and usage alerts.

### **Successfully Manage the Conversion Project:**

- Deliver the Project on time and within budget.
- Employ a formal project management process.
- Engage the users of the system in the communication and decision-making processes to develop ownership and acceptance of the new system.
- Provide adequate knowledge transfer throughout the project.
- Ensure that the implementation is as non-disruptive as possible to customers.

## **2.2. Guiding Principles**

The Project will employ the following guiding principles throughout its operation and execution:

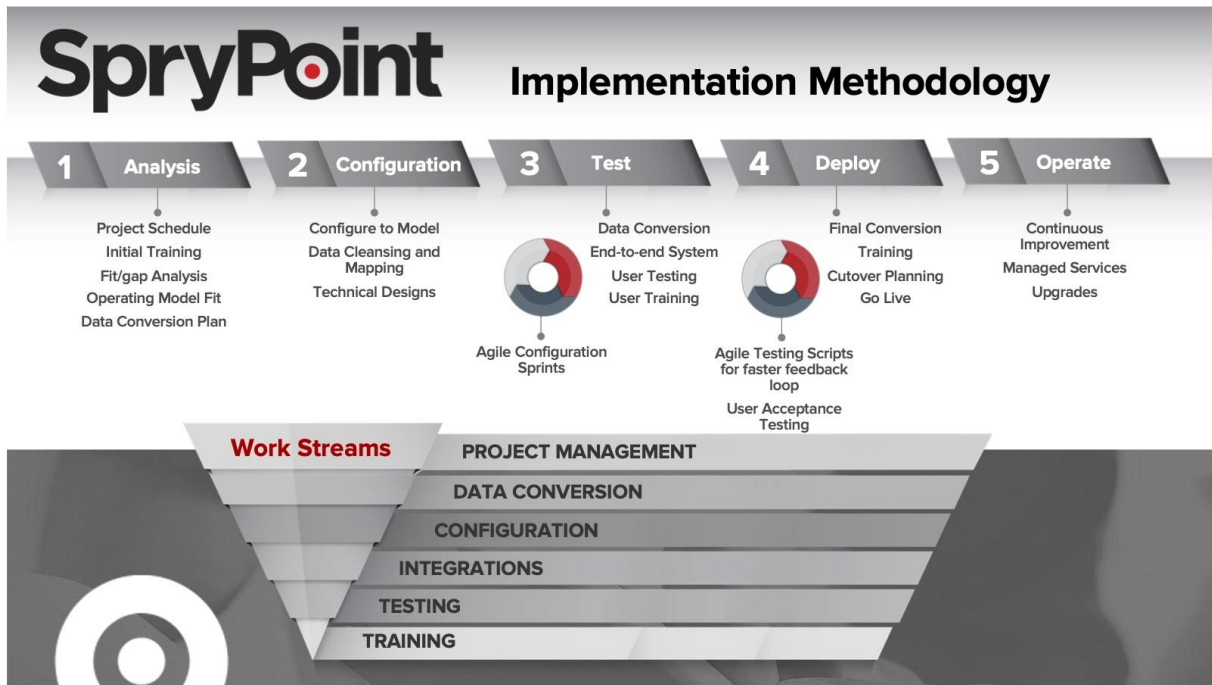
1. Standardize and align business operations to Industry best practices where it makes sense.
2. The Project will be based on a 'Solution-Based' approach rather than a 'System-based' approach focusing on high value processes and driving efficiencies.
3. The **Client** will empower designated Project team members knowledgeable on current state of operations to make decisions that will bind the **Client** in future state business process operations. These designated team members will be represented in each workshop.
4. Leverage base application capabilities as much as possible and minimize **Client** specific customizations.
5. **SpryPoint** and the **Client** will operate as a unified team and partners in the execution of the Project.
6. There will be a focus and commitment to organizational change management and staff preparation and readiness throughout the Project.
7. Transparency of Project status and readiness will not be compromised regardless of desired outcome.
8. **SpryPoint** will lead the project and keep consistent communication and transparency in the progress tracking of the project as outlined in the Project Governance Section of this document.
9. **Client** will measure the success of the project against the following statement: "A fully delivered solution of acceptable quality, on time and within budget that delivers accurate and timely customer and meter-to-cash processes." The following applies:
  - Scope as defined in this agreement is fully met at the acceptance of the system: Project is "fully delivered";
  - Acceptance of delivered scope at the completion of the project occurs as scheduled: Project is "on time";
  - Costs do not exceed the projected budget as appropriated at the start of the project and/or any additional approved change orders: Project completes "within budget";
  - Acceptance criteria according to that defined in this agreement and subsequent deliverables, are met and project deliverables are of "acceptable quality".

## 3. Scope of Work

### 3.1. Overall Project Approach

**SpryPoint** shall use its implementation methodology, to deliver the **SpryPoint** Services, while reporting and delivering to the **Client** the requested deliverables and service levels in this SOW. **SpryPoint** will use its hybrid approach that brings together the best of the traditional Waterfall Methodology and combine it with the best elements of the Agile Methodology. This hybrid approach encompasses Project Management tasks, Pre-Project tasks, and five (5) phases, as follows:

- Analysis
- Configure
- Test
- Deploy
- Operate



The Project scope assumes all **SpryPoint** Products will go live at the same time. If it is determined during implementation to split up the go live of one or multiple products, the change order process will be engaged to outline any project impacts.

## 3.2. Pre-Project Initiation

Before Project Initiation there are several pre-project activities the **Client** can choose to perform to prepare for the implementation. Completion of these activities is not mandatory to start the project but will need to be completed at some point before go live.

- Documentation to gather:
  - ✓ Operating policies:
    - ✓ Any documentation on Standard Operating Procedures
    - ✓ Published rules/policies
    - ✓ Internal documentation – How Tos/Workflows, etc.
  - ✓ Gather Lists of Information:
    - ✓ Customer Forms (online or printed)
    - ✓ Communications – letters (collections, budgets, payment plans, etc.)
    - ✓ Service Order Types

- ✓ Credit Memos
- ✓ Miscellaneous Charges
- ✓ Billing Rates/details
- ✓ Penalty and collection rules
- ✓ GL codes used in CIS
- ✓ Meter data (counts, types of meters, inventory, GIS information)
- ✓ Staffing and Roles:
  - ✓ Identify Subject Matter Experts
  - ✓ Grid of staff, roles, and responsibilities
  - ✓ Field Operation users that will need to be engaged with SpryMobile
- ✓ Bill Statement
  - ✓ Bill design, structure of content, changes from existing bill
  - ✓ Goals of redesign
  - ✓ Who needs to approve a new design?
  - ✓ Does the new design need to be approved by a committee? If so, how long does this process take
- ✓ Reporting
  - ✓ What reports do you have today?
  - ✓ Do you still use this report and what is it for?
  - ✓ Complete a Reports list
  - ✓ Collect report samples
- ✓ Data Cleansing
  - ✓ Start to identify problem records (accounts, customers, premises)
  - ✓ Start to identify duplicate records
  - ✓ Identify problems with data that should be resolved
  - ✓ Identify fields that are multipurpose

SpryPoint will work with the Client to confirm specific timing for each document.

### 3.3. Project Initiation

Project Initiation describes the collaboration between the **Client** and **SpryPoint** to begin the project. **SpryPoint** cannot start project initiation until the contracts have been fully executed.

Upon execution of the contract, **SpryPoint** will initiate the project, and start preparation and mobilization of its resources in accordance with the requirements defined in this SOW.

### 3.3.1. Project Initiation – Deliverables, Roles & Responsibilities

For this implementation to be successful, there are various levels of engagement that are required by team members on both the **Client** and **SpryPoint** teams. The RACI charts are designed to demonstrate who needs to perform work on each project deliverable. The following key will be used for each RACI to explain the level of engagement required.

R= Responsible – Assigned to complete the task/i.e. you will have work to do;

A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs to make sure the work gets done;

C = Consulted – provides input into a task and/or consulted before a decision or action;

I = Informed – Must be informed after a decision or action.

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
1.	Mobilize Project Team	Identify and assign team members and introduce teams.	A	R	I					
2.	Mobilize <b>Client</b> Project Team	Identify and assign team members and introduce teams.				A	R	I	I	C
3.	Pre-Project Kickoff	Initial Project Managers Meeting to introduce people outline next steps, schedule meetings, and start project work.	A		I	R				I
4.	Prepare project infrastructure	Send welcome information, setup shared drives and access.	A			R				
5.	Initial Project Schedule	Update project plan that will be used as baseline for project.	A			C				



No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
6.	Project Kickoff	Formal meeting to kick off the Project. This includes the following activities: <ul style="list-style-type: none"> <li>▪ Meeting agenda</li> <li>▪ Meeting presentation</li> </ul>	A	C	C	C	C	I	I	C
7.	Environment Setup	Provision environments and provide access for core team.	A	R		C				
	Verify environments	Confirm list of initial access and confirm users can log in.	C			A	C			
8.	Analysis Workshop Schedule complete	The creation of the workshop schedule and invites sent.	A	C		R	C			

Add Key: R= Responsible – Assigned to complete the task/i.e. you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs to make sure the work gets done. C = Consulted – provides input into a task and/or consulted before a decision or action; I – Informed – Must be informed after a decision or action

## 3.4. Analysis

The purpose of the Analysis phase is to gather the specific information needed to complete configuration of the **SpryPoint** Products. This phase is also used to clarify any business requirements and processes and/or identify any gaps that may exist.

### 3.4.1. Analysis – Overview/System Familiarization

During this phase either before or as part of the workshops **SpryPoint** will complete an overview product session. The purpose of this session is to introduce the core team members to the **SpryPoint** product(s).

### 3.4.2. Analysis - Workshops

A **SpryPoint** team member will lead workshops involving appropriate **SpryPoint** project resources, and the **Client** business process experts to create an Analysis Report. These workshops and the resulting documentation will work to define the future business processes and identify any gaps between the desired future business processes/agreed proposal requirements scope in Exhibit H and **SpryPoint** Functionality.

**SpryPoint** and the **Client** will jointly identify and document the business processes. **SpryPoint** will provide draft copies of the Analysis Report and other documentation on an agreed upon timeframe for review and approval by **Client** to ensure accuracy of the information gathered.

Prior to the workshops **SpryPoint** will:

- ✓ Develop Workshop schedule/agenda with input from the **Client**
- ✓ Prior to interviews, **SpryPoint** staff will familiarize themselves with the **Client's** legacy system using available material provided by the **Client**, personal interviews, and other such information as needed.

During this activity **SpryPoint** will:

- Conduct workshops to discuss possible organizational changes that may result from implementing the new system, and how to manage them.
- Conduct individual or group interviews to confirm current business processes, review standard configuration of the **SpryPoint** Service in relation to these processes, recommend process changes based on the best practices with the **SpryPoint** Product(s), and identify enhancements or configuration changes that are needed, or that could be mitigated by the adoption of recommended business practice changes. The following business processes will be reviewed.

- Customer Service
  - Premises
  - Service Orders
  - Meters
  - Billing
  - Accounting, payments, collections and bankruptcy processes, including debt remaining at any premise and recovered through transfer of title
- Customer Engagement
  - Customer Communications
  - SpryEngage
    - Self Service
      - Registration
      - Payments
      - Payment History
      - Billing
      - Analytics
      - Forms
      - Password Resets
      - Requests
      - Profile Management
      - Help & FAQ
      - Administration
    - Campaigns & Alerts
    - Customer Relationship Management
- Mobile Field Service
  - Dispatching
  - Meter activities
  - Service Orders
  - Optimized Routing
  - Photos

During this sub-section of the Analysis phase, other workshop sessions may be identified and required to ensure all business needs are being met.

### 3.4.3. Analysis – Planning Documents

During the Analysis Phase there are several documents that are created. To create these documents **SpryPoint** will meet with the appropriate **Client** team members.

- **Test Plan** – A document that outlines the strategy for testing. As part of the test plan testing success parameters will be agreed to with the **Client**. For example: it will include criteria like X % of residential accounts need to be checked or 100% of industrial account with no unexplainable discrepancies.

- **Training Plan** – a document that outlines the requirements for training. This includes a training matrix that can be used to plan End User training for the various user roles and courses. The **Client** will be responsible for matching training needs to individual End Users.
- **Security Plan** - Based on the workshops and interviews, **SpryPoint** will provide an out of the box security plan. In addition, **SpryPoint** provides base security roles. The **Client** will be responsible to match individual users to the security roles and assign roles to their users.
- **Report Plan** – Compare the list of the SpryPoint of out of the box reports and identify any gaps or missing reports required to support the future state.

#### 3.4.4. Analysis – Data Migration

Data Conversion is a critical part of every implementation project. During the Analysis Phase, workshop(s) will be held to define the following:

- Location of **Client** Data and access to **Client** data
- Confirmation of records that require conversion (as defined below)
- What format the **Client** Data will be received in
- Data cleansing options
- Parameters for data checking/validation
- How **Client** Data will be mapped to the new data structure

This information will be gathered and documented in the Data Conversion Strategy document.

#### 3.4.5. Analysis – Reporting & Dashboards

During the Analysis Phase a Report & Dashboard Analysis will be completed. This analysis will be used to review the reports & dashboards that the **Client** uses and their purpose. This list will be compared to the out of the box reports. Once this is established **SpryPoint** will group the report into different categories:

- No Longer Needed – the report will be deemed as no longer needed because either the **Client** currently doesn't use it, or because of a business process change or the new system functionality the report is deemed unnecessary.
- Match Report – the report is matched to an equivalent **SpryPoint** Report that exists in the System and will be built.
- Report to Build – the report does not exist, is needed for future purposes and **SpryPoint** will create the report.
- For each report that needs to be modified or built an estimate of effort will be included in the Reports & Dashboard Plan. Based on these estimates SpryPoint will work with the Client to determine how to apply the custom reporting budget. In the event that the custom reporting needs are above the 48 hour budget a change order will be required for the additional reporting scope. In the event that reporting needs are less than the 48 hour budget a change order will be done do to descope the amount of unused effort. Notwithstanding the foregoing, in the event that



custom reports are required to satisfy one of the Client's functional requirements, such report shall be considered in scope and not subject to change order.

Often many **Client** reports will be replaced with one base **SpryPoint** report that has multiple views to meet the needs of different users.

### 3.4.6. Analysis – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
1.	System Familiarization	A product overview session(s) that are designed to provide the <b>Client</b> with a look at how the <b>SpryPoint</b> product(s) work before the Analysis workshops	C	A		C	R			
2.	Workshop Questionnaires	Document(s) with questions that will need to be answered by the core team and are used as part of the discovery workshop sessions. Note: The <b>SpryPoint</b>	A	R						

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		PM may determine these are not required for the project								
3.	Workshop Questionnaires	Provide answer in the questionnaires.				A	R			
4.	Topic Specific Workshops	Workshop(s) will be completed to discuss the requirements in each area and identify any gaps. An agenda will be provided for each workshop.	R	A						
5.	Attend workshops	<b>Client</b> will ensure the correct subject matters experts are available and participate in workshops.				C	A			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
6.	Analysis Report	A document that outlines the information gathered during the discovery. This document will outline any gaps identified during the workshops	R	A		C	C			I
7.	Analysis Report Updates	Updates to the Analysis Report with any changes/feedback from the <b>Client</b>	R	A		C	R			
8.	Deliver Business Process Validation Checklist	A list of standard business processes scenarios that are supported by the <b>SpryPoint</b> Solutions(s).	R	A		C	C			
9.	Analysis Report Review & Approval	The time required to for the <b>Client</b> to review the	C	C		A	R			I



No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		Analysis Report and provide feedback and/or approve the document								
10.	Report Plan	This plan is used to identify which reports are required, what tool will be used to create the report and who is responsible to develop them.	A	R		C	R			
11.	Test Plan	A document that outlines the testing strategy for the implementation	A	R		C	C			
12.	Training Plan	A document that outlines the strategy for training the <b>Client</b> throughout	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		the implementation.								
13.	Data Conversation Strategy	A document that defines all the <b>Client</b> Data that will be converted. This document defines the details and plan for conversion throughout the implementation.	R	A		C	C			
14.	Security Plan and Baseline Roles (out of box)	A document(s) that outlines the security access limits and the out of the box security roles and their purpose.	A	R		C	C			
15.	Security Plan Role Assignment	Updates to the document matching users to security roles.	C	C		R	A			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
16.	<b>Client</b> Communication Plan	A document that outlines recommended <b>Client</b> communications throughout the Project for both internal and external communications.	A	R		R	R			
17.	Updates to <b>Client</b> communications plan	Go forward communication plan for <b>Client</b> staff & its customers	C	C		A	R			C

Key: R= Responsible – Assigned to complete the task/I.e you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing a work but needs to make sure the work gets done. C = Consulted – provides input into a task and/or consulted before a decision or action; I – Informed – Must be informed after a decision or action

## 3.5. Configuration

The configuration stage is the period in the Project where the project teams work to complete the initial “setup” of the **SpryPoint** product(s) to meet the specific business process requirements of the **Client** as defined in the Analysis document.

### 3.5.1. Configuration – Configuration Workbook & Workshops

To document and track the configuration, **SpryPoint** uses a Configuration Workbook (Workbook). To populate the Configuration Workbook an agreed upon schedule of Configuration meetings are scheduled. While **SpryPoint** is accountable for maintaining the Workbook, the **Client** will be asked to be responsible to provide updates and input into the Workbook. The purpose of the Workbook is as follows:

- Provide a checklist of all required configuration settings
- Document configuration settings
- Show which configuration settings have been completed and where (i.e., Production Environment or Staging Environment)

At this point in the Project this will be referred to as the Initial Configuration. As **SpryPoint** works with the **Client** through the testing and data conversation activities, changes to configuration may be required. **SpryPoint** will be responsible for ensuring the configuration is updated with these changes.

#### 3.5.1.1. Other Configuration Items

Other items required to be configured during this phase are:

- **Bill Statement** - **SpryPoint** will work with appropriate **Client** project team members to analyze and document all the requirements and specifications for the bill print or integration to bill presentment provider. (For details see [Section 4 Letters & Statements](#))
- **Service Orders** - **SpryPoint** will gather requirements for developing **Client’s** Service Order processes including service types.
- **Letters & Templates** – Letters will be created by **SpryPoint** with respect to the **Client** logo, contact information, return address and text. The **Client** will supply the logo, contact information, return address, and text to **SpryPoint** for development of the letters. (For details see [Section 4 Letters & Statements](#))
-

## 3.5.2. Configuration – Data Migration

**SpryPoint** uses an Agile project approach during the data migration process. **SpryPoint** will be responsible for the overall extraction, transformation, and load of the data from the **Client's** current systems to **SpryPoint** Products. It should be noted that while **SpryPoint** is responsible for the extraction, transformation and loading of data, the **Client** must provide user(s) who understand how the **Client** currently uses the system.

### 3.5.2.1. Data Mapping

Before data can be extracted from the legacy system or imported into the various **SpryPoint** products, a data mapping document must be completed. **SpryPoint** will provide a document outlining all the data points that need to be mapped. The **Client** will be required to work with **SpryPoint** to ensure understanding of how data is used in the legacy system.

#### Agreed Time

**SpryPoint** will convert 3 full calendar years plus the number of months to go live of history into SpryCIS. **SpryPoint** will archive any **Client** Data older than 3 calendar years.

The following table provides specific details of the objects to be converted, where the agreed time is 3 full calendar years, plus the number of months to go live of history.

#### SpryCIS Objects to Convert

Object	Details
<b>Customers</b>	Active customers with balances within the specific time limits, including relationships (i.e., landlords/tenants). This also includes customer addresses and corresponding contact information.  Note: In the agreed time if there are inactive customers with balances these will be included in the conversion.
<b>Premises</b>	All active premises in the agreed time.
<b>Accounts</b>	Active accounts only within the time range and inactive accounts with a balance and inactive accounts that have historical activity and/or has been closed in the agreed time.
<b>Meters</b>	All active meters within the agreed time range, regardless of account status.

<b>Service Points</b>	Active service points within the agreed time range.
<b>Meter Readings</b>	For all converted meters per the agreed time.
<b>AR Balance</b>	All active account balances within agreed time.
<b>Service Orders</b>	All active and completed service orders within the agreed time frame.
<b>Bill History</b>	Includes transactional data for any active accounts, inactive accounts with historical transactions within the agreed time.
<b>Deposits</b>	If applicable, active deposit values will be converted.
<b>Equipment</b>	All active equipment.
<b>Remotes</b>	All active meters within the agreed time range, regardless of account status (if applicable).
<b>Notes &amp; Comments</b>	Notes & Comments for applicable converted records.

Additional history can be brought into the SpryCIS Archive Data Store. The Archive Data Store allows for inquiry and retrieval of historical, non-editable transactional data within the SpryCIS application.

### 3.5.2.2. Data Migration, Iterations & Refreshes

**SpryPoint** will design, develop, and create validation processes (For example: accounts receivable balances, meter reads, consumption, record counts, etc.). The process starts with extracting and importing core data elements, and then with each conversion iteration, additional data elements will be added. After each conversion iteration, data validation reports will be provided to the **Client** to review and sign off on. During the conversion process **SpryPoint** will extract the mapped data from the **Client's** legacy system and import the data into the **SpryPoint** solution(s). In addition to this the **Client**

is expected to complete the Data Acceptance Testing. **SpryPoint** will run the data conversion programs and provide reports to assist the **Client** with data quality validation – for example reconciliation reports (extracted = loaded).

The scope of this implementation includes an estimated 4 major data iterations. Each major iteration has a defined purpose and data requirements to meet that goal. In some instances, it may be required to complete multiple conversions to meet the goals and purpose of the major iteration. It should be noted that **SpryPoint** may run additional conversion iterations until the data is correct if necessary. To ensure project efficiencies, the **SpryPoint** Project Manager will determine based on the project schedule and project needs if additional conversions are required and timing of those conversion, to ensure the data is correct to support a successful go live.

Note: If it is mutually agreed to by both parties the decision can be made to proceed with the next data iteration if one of the activities is not completed.

### 3.5.2.3. Iteration 1

This is the initial data extraction and as a result is the first test of the data mapping. When this iteration of data is completed, users will be able:

- Review **Client** Data in the respective **SpryPoint** solutions on the following record types:
  - Accounts
  - Customers
  - Premises
  - Services
  - Service Points
  - Meters
  - Service Agreements
  - Billing Agreements
  - Meter Reads
- Complete data acceptance testing.
- Create bills, install meters, create billing & service agreements, and transitions.

### 3.5.2.4. Iteration 2

The goal of this iteration is to fix issues found during Iteration 1 and any additional record types required to start bill validation testing and other product testing. The following activities are targeted to be completed before Iteration 2 can be completed:

- Completion of Iteration 1 data conversion and data acceptance testing

- Completion of data cleansing activities identified in Iteration 1
- Completed configuration adjustments identified

Upon the completion of Iteration 2, the **Client** will be able to see and review:

- **Client** Data in the **SpryPoint** solutions to include:
  - Updated records from Iteration 1
  - Transaction history
  - Deposit records
- Complete data acceptance testing
- Complete bill validation testing

### 3.5.2.5. Iteration 3

The goal of Iteration 3 is to fix issues identified in the previous iteration and convert any remaining records identified in the data conversion mapping document that have not been converted yet.

To complete Iteration 3, the following prerequisites are targeted to be completed:

- Completion of Iteration 2 data conversion and data acceptance testing
- Completion of data cleansing activities identified in Iterations 1 & 2
- Completion of configuration adjustments identified throughout testing

Upon completion of Iteration 3, the **Client** will be able to:

- Address any edge cases or record types that have not been previously completed
- Complete User Acceptance Testing
- Complete Mock Go Live between Iteration 3 and 4

### 3.5.2.6. Iteration 4

The goal of Iteration 4 is to support Go-Live.

In between data iterations, one or multiple data refreshes may be completed. Data refreshes can be requested by any project member but the final decision maker of whether to complete the refresh is the **SpryPoint** Project Manager. A data refresh is defined as the rerunning of the conversion processes using more recently extracted data. Another key tenet of a data refresh is that extract routine, conversion script, and/or, mapping changes will be minimal in comparison to a full iteration. A minor change is defined as script change that takes less than 1 hour to fix, such as fixing a mapping to support an edge case; adding handling for meter switches; changing rate mapping.



### 3.5.2.7. Data Cleansing

During the data migration process there will be requirements to clean up data, this will be referred to as data cleansing. There will be several methods used to complete this cleansing activity. The main ones are:

- Correct during the extraction – In some instances it is easiest to correct the data using scripting on the export from legacy system.
- Correct during the import process – In some instances it is easiest to correct the data using scripting on the import into the **SpryPoint** product(s).
- Manual correction in legacy system- In some instances, the **Client** will be asked to correct the data in the legacy system.
- Correction in **SpryPoint** Product(s) – In some instances. The **Client** and/or **SpryPoint** Implementation Specialist will be asked to correct the data in the **SpryPoint** Product(s). This may be completed manually or by scripting.

**SpryPoint** will work with the **Client** to decide the best approach on how data cleansing will be conducted and which of the above methods will be used or if an alternative method is required. **SpryPoint** and the **Client** will work together to come to a mutually agreed decision that is in the best interest of the Project.

### 3.5.2.8. Data Acceptance Testing

After each data migration **SpryPoint** will provide data validation reports that will outline what data has been converted, control totals and areas of concern, areas where data cleansing may need to occur or any other data abnormalities.

The **Client** will be required to review these reports with **SpryPoint**. In addition, the **Client** will be required to complete data acceptance testing. **SpryPoint** will provide checklists to use as guides for data acceptance testing. **SpryPoint** will provide baseline validation of the data conversion and will work with The Client to help them identify types of data that needs to be validated. The **Client** is required to review and validate data for all records as outlined in the data conversion plan.

## 3.5.3. Configuration – Integrations & Enhancements

During the configuration stage, any in scope integrations and enhances will be developed and/or configured to support the Client's use. In some instances, **SpryPoint** may ask the Client to participate in meeting(s) to gather requirements and/or help **SpryPoint** understand the specific use case(s) the Client is trying to meet.

### 3.5.3.1. Interfaces

During the contracting process interfaces were identified and a high-level description of the functionality has been outlined in this document. To see a complete list of Interfaces

and their description included in the scope of the project please see section \*5.1 Interfaces.

If interfaces, not listed in this document, are identified or requested, they will be deemed out of scope and the change order process will be initiated.

### 3.5.3.2. Enhancements

During the contracting process in scope product enhancements were identified and a high-level description of the functionality has been outlined in this document. To see a complete list of Enhancements included in scope of this project please see section 5.2 Enhancements.

If enhancements, not listed in this document, are identified or requested, they will be deemed out of scope and the change order process will be initiated as outlined in section 3.9.6 Scope and Project Change Management.

### 3.5.4. Configuration – Core Team Training

To assist with the **Client's** Core Team Members understanding of the **SpryPoint** product(s) **SpryPoint** will provide Core Team Training. This training is designed to give the Core Team members a full understanding of how to use the **SpryPoint** Product(s). **SpryPoint** will provide the **Client** copies of the training presentations and student workbooks. During the training, activities and assessments will be completed to help reinforce key concepts. Training material during core team training will be based on the out of the box system functionality and may include functionality that is not applicable to you, however the purpose of the training is to help the core team understand how the system might work for **Client** specific business processes.

### 3.5.5. Configuration – Reports/ Dashboards

During configuration any reports and dashboards identified as required for Go-Live in the Report Plan will be developed.

As identified in the Report Plan, **SpryPoint** will work with the **Client** to build/configure:

- **Dashboard** – **SpryPoint** will work with **Client** to configure a Customer Service Dashboard of key metrics using Metabase.
- **Reports** - **SpryPoint** will work with appropriate **Client** project team members to modify existing reports or write new reports using out of the box reporting tool and Metabase.
- Forty-eight (48) hours has been included in the project budget to modify out of the box reports/ dashboards and/or build any custom reports/ dashboards not met by out of the box requirements. If there are reporting/ dashboard needs that exceed these hours the change order process may be engage for the additional work.



### 3.5.6. Configuration – Security & Roles

Based on the security plan, the **Client** will be responsible to assign security roles to users of the System. The **Client** can either use the out of the box security roles or they can create their own. When new functionality is released, **SpryPoint** is responsible to update the out of the box security roles only. If the **Client** has created their own custom security roles, they will be responsible to update any security related to new features to the affected roles. The **SpryPoint** Project Manager will work with the **Client** to ensure release notes are shared when required or applicable.

### 3.5.7. Configuration – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
1.	Configuration Workshops	Workshops that are held on an agreed upon schedule to determine the initial configuration requirements.	R	A		C	R			
2.	Configuration Workbook Completed	The Configuration Workbook is filled out for the initial round of configuration.	R	A						
3.	Configuration Workbook Assignments & Homework	Provide required inputs & information				C	A			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint					Client		
		for completion of the Configuration Workbook								
4.	System Configuration(s)	The process to complete configuration in the System Environments.	A	R						
5.	Participate in Configuration Sessions	Be engaged in configuration sessions to answer questions and understand how configuration is performed				C	R			
6.	Integration Requirements Document(s) (if applicable)	For any in scope interfaces, this document validates the interface business.	A	R						

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		requirements. One document will be created for each identified integration.								
7.	Integration Requirements participation (if applicable)	Participate in integration requirements sessions, provide document feedback and approve documents				A	R			
8.	Core Team Training	Full system training provided to the <b>Client's</b> core team members per the training plan that ensures the core team understands how the <b>SpryPoint</b>		A						

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint					Client		
		product(s) works.								
9.	Participate in Core Team Training	<b>Client's</b> Core Team will participate in the scheduled training sessions				A	R			
10.	Data Mapping Document	A spreadsheet that maps each field being converted from the legacy system to a field in an appropriate in scope <b>SpryPoint</b> product.	R	A		C	C			
11.	Data Extraction from legacy system	The activities required to get data out of the <b>Client's</b> legacy system.	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor					
						Project Manger	Core Team	Testers	End Users	Executive Sponsor
SpryPoint						Client				
12.	Data Import into <b>SpryPoint</b> Product(s)	The activities required to bring data into the <b>SpryPoint</b> product(s).	R	A		C	C			
13.	Data Conversion Results Report	The report(s) that is generated after the data conversion round is completed.	R	A		C	C			
14.	Data Conversion Results Review	A meeting(s) to discuss the data conversion results and answer any questions, issues or concerns.	R	A		C	R			
15.	Data Acceptance Checklist Template	A template that outlines the recommended data element	A	R						



No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		that should be tested								
16.	Data Acceptance Checklist Template Population	Population of specific data elements to be tested during data acceptance testing into the Data Acceptance Checklist.				A	R			
17.	Data Acceptance Testing	Testing that is completed by the <b>Client</b> to check and validate the data that has been converted.				A	R			
18.	Data Acceptance Testing Support	Answer questions and provide guidance during data	A	R						

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint					Client		
		acceptance testing								
19.	Identify data issues	Identification and documentation of data issues found during data acceptance testing	C	C		A	R			
20.	Data Cleansing Decisions	Make decisions on the best way to resolve data issues ** see Data Cleansing Section above.	A	R		A	R			
21.	Complete Data Cleansing Activities - <b>SpryPoint</b>	Complete data cleansing activities	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
22.	Completed Data Cleansing Activities – <b>Client</b>	Complete data cleansing activities	C	C		A	R			
23.	Reports & Dashboards	Build/Configure reports and Dashboard as determined by the report plan	R	A		C	C			
24.	Security Configuration	The process of assigning users to security roles.	I	C		A	R			
25.	System Ready for Testing	Initial system configuration completed and system ready for testing.	A	R		C	C			
26.	Report & Dashboard Customization and/or modification	Build or modify reports or dashboards per the report plan	A	R		C	C			



*Key: R= Responsible – Assigned to complete the task each party to the SOW will have to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs to make sure the work gets done. C = Consulted – provides input into a task and/or consulted before a decision or action; I – Informed – Must be informed after a decision or action*

## 3.6. Test

The Test phase's primary focus is on testing and training. This phase is the key to mitigating risk and gaining user confidence in the new business processes. This is accomplished through **SpryPoint's** systematic and thorough testing and training. **SpryPoint's** iterative testing methodology adds a layer of thoroughness at each step, building on the success of the previous steps. It is important that the **Client** spends time testing their business processes in the **SpryPoint** Solution(s) to ensure all business needs are met.

### 3.6.1. Test – Test Scripts

A test case is a document that outlines an element or scenario to be completed during a specific test cycle (feature, function, interface, etc.). Each test case must meet the following requirements:

- Uniquely numbered and named
- Identifies the functional/business domain recommended to be tested
- Describes the testing purpose
- Specifies the environment to be used
- Outlines any dependencies

SpryPoint will provide out of the box test scripts based on the Client's standard business processes. The Client will be responsible to work with SpryPoint to build test cases that support their specific business processes.

### 3.6.2. Test – Training Material

To assist the Client's Testing Team Members with understanding of the **SpryPoint** product(s), **SpryPoint** will provide end-to-end system training. As part of the training, **SpryPoint** will provide the Client with copies of the training presentations and student workbooks. During the training activities and assessments will be completed to help reinforce key concepts. Training material used during tester training will be localized to use **Client** Data for hands-on exercises and will only contain details about system functionality that is being used as part of the go forward business processes

### 3.6.3. Test – Tester Training

To ensure the project team has captured as many scenarios as possible and addressed all business cases, it is important that other users be identified and perform testing during User Acceptance Testing phase. **SpryPoint** is responsible for ensuring users receive the required training, so they have the tools required to complete their assigned testing.

Although **SpryPoint** is responsible for providing the training, it is highly recommended that a core team member be part of the training session to help facilitate buy in of the new functionality and business processes.

### 3.6.4. Test – Integration Testing

Integrated Testing will focus on these five main areas:

- Core integrated testing which tests major batch processes;
- Financial scenarios which focus on validating financial transactions;
- Integrated testing scenarios inclusive of primary and secondary scenarios;
- Unit (Singular) testing of interfaces and enhancement(s);
- Unit testing reports and bill prints.

**SpryPoint** is responsible to complete initial testing of integrations to ensure they meet the requirements as outlined in the requirements document(s). It is recommended that the **Client** complete their own testing of the integrations.

### 3.6.5. Test – Functional Testing

The main purpose of the Functional Testing step is to establish that decisions made during the configuration phase of the project will be in line with **Client's** business requirements. Functional Testing utilizes scenarios based on industry best practices. To facilitate functional testing, **SpryPoint** and the **Client** will test scenarios, broken into two categories:

- **Primary Scenarios** - These scenarios involve functionality relating to the core business processes and are the most common end-user functionality, such as move-ins, move-outs, billing, and collections.
- **Secondary Scenarios** - These scenarios involve testing a broader spectrum of functionality designed to test unique, **Client**-specific functionality and infrequent or less common processes.

### Test – Test – Bill Validation

The purpose of the billing comparison process is to replicate a full billing cycle for all accounts in both the legacy system and SpryCIS and compare the results on each

account. The end goal is to identify any billing anomalies to correct issues with setup or conversion, and to document acceptable differences.

The billing comparison is an iterative process throughout the implementation to ensure bills are calculated correctly. The scope of the project includes two (2) iterations of billing validation. The first iteration will likely identify configuration or data issues that need to be corrected. After those issues are corrected the billing comparison will be ran again to ensure billing accuracy. Billing comparison will be deemed acceptable when there is a 97% or higher billing match with no unknown reasons for differences. After each round of bill comparisons, a document is created that is shared with the customer to show the results. While **SpryPoint** is responsible to complete this testing, the **Client** will be required to help review and resolve issues.

To complete Bill Validation Testing the Client must have the ability to provide an extract of the billing data from their legacy system in the form of a comma-separated file or spreadsheet from their legacy system at any given time. This data will need to include, at a minimum:

- Legacy Account Number
- Service Period Dates, start and end date
- Consumption by service
- Billing Cycle
- Bill Amount
- Budget Amount (if applicable)
- Bill amount by Service (if possible)
- Breakdown by flat charge vs. consumption, consumption charges by tiers (if possible)

### 3.6.6. Test – User Acceptance Testing

User Acceptance Testing cannot be deemed completed or accepted until all objects including but not limited to configuration, data migration, reports, modifications, interfaces, business processes and user security are completed and ready for Go-Live.

*Note: In some cases, there may be a reason why an item may not be available during user acceptance testing. If this occurs this item(s) needs to be documented with a future plan to validate the item(s).*

During User Acceptance Testing the **Client** will be accountable to complete any required testing, however, the **SpryPoint** team will be available to answer questions and help resolve any questions, issues, or concerns. **SpryPoint** will test all processes related to the read-only follower database during User Acceptance Testing.

The **Client's** identified testers will complete the test cases as defined in the approved test script list and agree to complete testing to meet the parameters defined in the test plan. If tests fail, **SpryPoint** resources will be available to help and answer questions



and/or work with the customer to fix the issues. Once **SpryPoint** has deemed the issue fixed, the **Client** will be required to retest.



### 3.6.7. Test – Deliverables, Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
1	Tester Training	Training provided to any non-core team users that will be involved in testing activities.	R	A						
2	Participate in Tester Training	Participate in tester training				A	R			
3	Data Refreshes	An updated data conversion iteration that is used to support testing.	R	A		C				
4	Provide Test Scripts	Provide out of box test scripts based.	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
5	Review Test Scripts	Review test scripts and update for additional scenarios	C	C		A	R			
6	Execute Bill Validation Testing	Activities required to complete a round of bill validation testing	R	A		A	R			
7	Bill Validation – Issue Corrections	Correction of issues found during bill validation. This could be in the form of changes to configuration, training for <b>Client</b> , development, etc.	R	A		A	R			
8	Bill Validation Testing Acceptance	A sign off provided by the <b>Client</b> that represents acknowledgment that the <b>Client</b> has reviewed the testing results and approves the results of the testing round	C	C		A	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
9	Execute Integration Testing	Activities required to complete a round of integration testing	A	R		A	R			
1	Integration Testing – Issue Resolution	Correction of issues found during integration testing. This could be in the form of changes to configuration, training for <b>Client</b> , development, etc.	A	R		C	C			
1	Integration Testing Signoff	A sign off provided by the <b>Client</b> that represents acknowledgment that the <b>Client</b> has review the testing results and approves the results of the testing round	C	C		A	R			
1	Execute Functional Testing	Activities required to complete a round of functional testing	A	R		R	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
1	Functional Testing – Issue Identification	Identification of issues found during functional testing. This could be in the form of changes to configuration, training for <b>Client</b> , development, etc.	A	R		R	R			
1	Functional Testing – Issue Resolution - <b>SpryPoint</b>	Resolve issues identified in testing.	A	R		C	C			
1	Functional Testing – Issue Resolution - <b>Client</b>	Resolve issues identified in testing.				A	R			
1	Functional Testing Signoff	A sign off provided by the <b>Client</b> that represents acknowledgment that the <b>Client</b> has reviewed the testing results and approves	C	C		A	R			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		the results of the testing round.								
1	Execute User Acceptance Testing	Final testing performed by the <b>Client</b> Key Users and any identified testers prior to system sign-off. Security, Modifications and Reports testing will be performed as part of UAT.	C	C		A	A	R		
1	User Acceptance Testing – Issue Identification	Identification of issues found during user acceptance testing. This could be in the form of changes to configuration, training for the <b>Client</b> , development, etc.	A	R		R	R	R		
1	User Acceptance Testing –	Resolve issues identified in testing.	A	R		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
	Issue Resolution - <b>SpryPoint</b>									
2	User Acceptance Testing – Issue Resolution - <b>Client</b>	Resolve issues identified in testing.	C	C		A	R			
2	User Acceptance Testing Signoff	A sign off provided by the <b>Client</b> that represents acknowledgment that the <b>Client</b> has completed user acceptance testing and approves the results of the testing	C	C		A	R	R		

WhoKey: R= Responsible – Assigned to complete the task/I.e you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs to make sure the work gets done. C = Consulted – provides input into a task and/or consulted before a decision or action; I – Informed – Must be informed after a decision or action

## 3.7. Deploy

The Deploy phase is the point at which the **Client** and **SpryPoint** decide whether all critical pieces are in place to turn the system over to production. This phase includes a production readiness evaluation, cutover planning, and remaining end user training.

**SpryPoint** and the **Client** will develop a Cutover Plan prior to the proposed Go-Live date. **SpryPoint** and the **Client** will stage all aspects of the system in preparation for production cutover.

The Production Readiness phase focuses on four critical areas:

- 1. Application Readiness.** Is the application tested and ready for production? This includes modifications, interfaces, and reports needed to run in full operations.
- 2. Data Readiness.** Is the data conversion ready for operations? Have all data cleansing issues been resolved or planned for during the cutover period?
- 3. Process Readiness.** Have the business processes been reviewed? Have all business process-reengineering tasks been completed, documented, and made ready for operations?
- 4. Resource Readiness.** Are all the end-users trained? Is the **Client's** staff trained to deal with problem-solving during the business cycle?

### 3.7.1. Deploy – Prerequisites

To cutover to production the following criteria must be met:

- User Acceptance Testing must be completed and signed off on.
- All issues marked as required for Go-Live must be completed and signed off on.
- All product enhancements and integrations marked as required for Go-Live must be completed, tested, and signed off on.
- Converted data has been validated, balances, any discrepancies can be explained and signed off on.
- Required training is completed and signed off on.

*Note: the above list is the standard agreement, however, in some cases there may be item(s) that may not be accomplished until Go-Live. Any desired expectation(s) to this list needs to be documented with a plan outlined and relevant details and mutually agreed upon by both parties.*

### 3.7.2. Deploy – Go Live Cutover Plan

**SpryPoint** will develop a Go-Live Cutover Plan which outlines all issues and activities required to cutover and to the achievement of operational stability. The plan is based on experiences gathered from other **SpryPoint** production cutovers, an on-going evaluation

of best practices in the industry, and specific issues that arose during the configuration and testing of the software for the **Client**.

### 3.7.3. Go/No Go Decision

This is a critical decision point in the project, where the state of the project is reviewed against the Deploy Prerequisites to determine the readiness for to Go-Live. This step should occur approximately 30 days before Go-Live. If the **Client** has specific needs that will require more than 30 days' notice, this decision point should occur further out than 30 days prior.

#### **The Go/No Go Decision process occurs in two steps.**

##### **Step 1 – SpryPoint Internal Go/No Go Decision**

This is an internal meeting with the **SpryPoint** Project Team, **SpryPoint** Executive Sponsor and other **SpryPoint** Stakeholders to discuss the project and evaluate Go-Live readiness. If this meeting results in a "Go" Decision, a **Client** Go/No Go meeting is scheduled. In the event a "No" results from this meeting a meeting will be scheduled with the **Client's** Executive Sponsor and Key Stakeholder to discuss the concerns and established action plan.

##### **Step 2 – SpryPoint/Client Go/No Go Decision**

When **SpryPoint** Internal meeting results in a "Go" Decision, the project status, risk, cutover plan is discussed with the **Client's** Project Team, Executive Sponsor and any Key Stakeholders. If the **Client** makes a "Go" decision, plans for the cutover are finalized. If the **Client** makes a "No-Go" decision **SpryPoint** and the **Client** will work together to determine if the change is in or out of scope, and the appropriate actions will be taken to resolve the issues/concerns.

### 3.7.4. Deploy – End User Training Material

To assist the **Client's** end users with understanding of the **SpryPoint** product(s); **SpryPoint** will provide end to end system training. As part of training, **SpryPoint** will provide the Client copies of the training presentations and student workbooks. During training, activities and assessments will be completed to help reinforce key concepts. Training material used during end user training will be localized to use **Client** Data for hands on exercises and will only contain details about system functionality that is being used as part of the **Client's** go forward business processes.

### 3.7.5. Deploy – End User Training

The end-user training will be performed by **SpryPoint** staff, with the assistance of one or more **Client** core team members. The **SpryPoint** instructor will supply the detailed knowledge of the applications being taught, and the **Client** functional resource will bring



the detailed knowledge of **Client** processes to the classroom. The **SpryPoint** instructor will lead the instruction with the **Client** resource attending to clarify any process or procedure questions specific to their environment.

While **SpryPoint** will make every effort to complete end user training as close to Go-Live as possible, there may still be a period between training and Go-Live. As a result, the **Client** agrees to establish a practice lab and a schedule where trained users are scheduled and required to spend time practicing what they have been trained on.

### 3.7.6. Deploy – Mock Go Live

The Mock Go-Live acts as a dress rehearsal for the actual Go-Live weekend and Monday morning activities. This practice run is used to ensure everyone understands their roles and responsibilities for the actual Go-Live. In addition, it allows **SpryPoint** to validate the schedule and timings for the cutover weekend. This includes any manual entries required after the completed conversion and validation of all reporting. Some users will be asked to run testing to ensure they understand what is going to happen when the business opens on Monday morning.

### 3.7.7. Deploy – Customer & Vendor Notifications

As the **Client** prepares for Go-Live the **Client** may need to notify customers, vendors and other third parties of the system Go-Live. It will be the responsibility of the **Client** to prepare and complete these notifications. However, **SpryPoint** can be used as a resource to talk about their experiences in what other **Cities** have done.

### 3.7.8. Deploy – Go Live

This phase includes the system shutdown time when the cut-over to production occurs. Most of this work is performed when the office is closed. During this time, the final data conversion is completed, and all other steps as identified in the cut-over plan are completed, and validation is performed to ensure everything is in place to open the office.

### 3.7.9. Deploy - Deliverable(s), Roles & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
1.	Go Live Plan	A document that outlines the plan for Go-Live, including any schedules and checklists for the Go-Live weekend.	A	R	I	R	R	R		I
2.	<b>SpryPoint</b> Internal Go/No Decision	An internal <b>SpryPoint</b> meeting where the <b>Client's</b> readiness for Go-Live is reviewed.	A	R	R	I				

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
3.	<b>SpryPoint/Client</b> Go/No Go Decision	A meeting upon the acceptance of prerequisite activities that gives the approval to move forward with the Go-Live.	A	R	R	A	R	R		R
4.	End User Training	Training for users is teaching them how to use the <b>SpryPoint</b> products, as identified in the training plan.	A	R		C	R		R	
5.	Customer/Vendor Notifications	Notice of Go-Live for any customers, vendors, and other interested parties of the	I	I		A	R		I	C

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		Go-Live planned date.								
6.	Schedule Practice Sessions for Trained End Users	A schedule that assigns system practice time to trained users.	C	C		A	C		R	
7.	Practice Lab	A space where trained end users can go to use the <b>SpryPoint</b> Product(s) and practice their system skills.				A	R			I
8.	Practice Session(s)	The time an end user(s) spends practicing what they learned in	C	C		C	R		A	

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		training sessions.								
9.	Mock Go Live	A complete dress rehearsal of the Go-Live activities to ensure all parties understand their role in Go-Live.	A	R		R	R			I
10.	Final Data Conversion Exports	All activities required to complete the final data conversion exports from the legacy system.	A	R		C	C			
11.	Final Data Conversion Imports	All activities required to complete the final data conversion	R	A		C	C			

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
		import in the production system.								
12.	Go-Live Activities	Complete all cutover activities as defined in the cutover plan.	A	R	I	R	R		R	I
13.	Issues Log Updates	The issues log that gets updated with any issues that occur during cutover.	A	R		R	R			
14.	Go Live Sign off	A document that confirms that the system is ready for production use and that the <b>Client</b> is ready to begin using	R	R	I	A	R			C

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Executive Sponsor	Project Manger	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint					Client		
		the <b>SpryPoint</b> solution(s) as the system of record.								

Key: R= Responsible – Assigned to complete the task/I.e you will have work to do; A = Accountable – Has final decision-making authority and accountability for completion; this person will ensure the work gets done. He/she may or may not be doing work but needs to make sure the work gets done. C = Consulted – provides input into a task and/or consulted before a decision or action; I – Informed – Must be informed after a decision or action

## 3.8. Operate

The purpose of this phase is to ensure complete and successful transfer to the new customer information system as well as the other applications included in the Project scope and provide the **Client** with direct access to the implementation team personnel. The **SpryPoint** implementation team will work together with your production staff to ensure the systems are well understood and functioning per the agreed business processes.

### 3.8.1. Operate – Post Go Live Support

This is the initial period after Go-Live where the **Client**'s focus is on system stabilization. The post Go-Live/stabilization period will last 60 calendar days with the goal to complete 2 full billing cycles (assuming a monthly billing cycle).

During this period, the **Client** is using the **SpryPoint** product(s) to complete their day-to-day responsibilities and run their business. The **SpryPoint** implementation team is available to the **Client** to answer questions, provide refresher training, manage, and resolve all application issues (configuration, training, and defects, etc.), resolve all post-production issues as well as any Go-Live deferred functionality, provide support of the business process review activities and how to best achieve the desired improvements.

At the end of the post Go-Live stabilization period a punch list is created. This list contains:

- Any issues and their severity still open at the end to the stabilization period
- Any SOW items that were not delivered prior to Go-Live
- Any additional reports required and agreed to as part of scope of services

### 3.8.2. Operate – Transition to Customer Success

After the post Go-Live period has been completed and all severity 1 and 2 issues have been resolved, we will transition the **Client** to the Customer Success team. The transition involves a **SpryPoint** internal knowledge transfer between the Service Delivery and Customer Success Teams and an introductory meeting with the **Client**, **SpryPoint** Project Manager, and the **SpryPoint** Customer Success Team. Once the transition to the Customer Success team has occurred, the **SpryPoint**



implementation team will continue to be accountable for the resolution of all items on the punch list and the Customer Success Team will be accountable for any new issues.

### 3.8.3. Operate – System Acceptance & Project Close Out

The project close out is the point when the Project parties both agree that all Project deliverables have been completed per the Statement of Work and the Implementation portion of the contract is completed, the system is accepted by the **Client**, and the Project is deemed closed.

This occurs when the following are met:

1. All of the service deliverables identified within this SOW have been completed, delivered and accepted or deemed accepted per specific contractual provisions, including approved Change Orders impacting the SOW;
2. Client has 30 days after go-live to test the system and identify punch list items. All punch-list items severity 1, 2, and a plan for delivery of severity 3 are delivered to the **Client**. The **Client** agrees to test all delivered severity 1 and severity 2 items within 15 business days of receipt and provide written details of any concerns. If no written details or concerns are provided by **Client** within the 15-business day period, the items will be considered approved. **Client** must have received training as defined in the SOW on the **SpryPoint** Products and know how to use the system.
3. 1. and 2. above have been met, and the project is 6 months past cutover, and no written documentation of issues related to the scope included in this SOW has been provided to **SpryPoint**; **SpryPoint** will send an email to the **Client** stating that due to no documentation approval has been assumed.

Once a project is deemed complete any outstanding implementation fees are due.

### 3.8.4. Operate – Deliverables, Roles, & Responsibilities

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Customer Success Team	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
1.	Refresher Training	Any identified and agreed upon refresher training completed.	A	R		R	R		R	
2.	Transition Documentation	<b>SpryPoint</b> Internal Documentation used to provide the Customer Success Team information about the <b>Client</b> and their project.	A	R	R					
3.	Transition to Customer Success Internal Meeting	A <b>SpryPoint</b> internal knowledge transition meeting to review the project details.	A	R	R	I				
4.	Transition to Customer Success Meeting	A meeting held with <b>SpryPoint</b> to introduce them to the Customer Success Team and how they work with them.	A	R	R	R	R			I

No.	Deliverable Name	Deliverable Description	Project Manager	Implementation Specialist (s)	Customer Success Team	Project Manager	Core Team	Testers	End Users	Executive Sponsor
			SpryPoint			Client				
5.	Finalize Punchlist	A document that lists any open items that need to be resolved as part of the scope of the product.	A	R	I	R	R			
6.	Signoff on Punchlist	Acknowledgement, by the <b>Client</b> that they have reviewed the punchlist and they agree to it.	R			A	R			I
7.	Project Close Out Document	A document that summarizes project details.	A	R		R	R			
8.	Project Close Out Signoff	Acknowledgement, by the <b>Client</b> that all SOW deliverables have been completed and the project has been signed off on and closed.	I			A	R			C

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## 3.9. Project Governance

### 3.9.1. Project Management (PM)

**SpryPoint** uses a highly structured and layered project management methodology, which relies on detailed and complete project plans, to determine who is working on each task, and when, throughout the life of the project. Central to **SpryPoint's** philosophy is maintaining strong communication throughout the teams, setting expectations early, facilitating and coaching as required and monitoring progress.

**SpryPoint** will provide a Project Manager throughout the life of the Project who will work directly with **Client's** Project Manager and the joint team to ensure that all project responsibilities are met.

**SpryPoint** and **Client** Project Managers shall be responsible for the planning and execution of the Project. They shall work collaboratively to manage all project activities from project management activities, including planning and execution, the delivery of change management, and project communications throughout the Project. The **Client's** Project Manager is ultimately accountable for the **Client's** resources, project tasks and internal project plans and **SpryPoint's** Project Manager is accountable for their resources and project tasks. Both project managers will need to work together and retain authority for day-to-day project decisions and ensure project success.

### 3.9.2. Project Communications & Tools

The **SpryPoint** Project Manager, working in conjunction with the **Client** Project Manager, will compile status reports for distribution to both the **Client** and **SpryPoint** management. Weekly meetings will be held to review overall status, schedule, and open issues noted in the status report.

As the implementation experts, **SpryPoint** agrees to communicate clearly which issues/tasks are on the critical path and have immediate impact on the project schedule and which issues/tasks are not. For issues that are not on the critical path, the **SpryPoint** Project Manager will monitor these to ensure that these do not become critical path issues/tasks.

Communication Method	Frequency	Tool/Method	Attendees
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<b>Project Team Status Meetings</b>	Every second week	Zoom / MS Teams & Google Docs/PDF	Both PMs, <b>Client</b> Core Team Meetings, <b>SpryPoint</b> Project Team (as required)
<b>Project Status Reports</b>	Monthly	PDF	N/A
<b>Updates to the project plan</b>	Bi-Monthly	Wrike	N/A
<b>PM Status meeting</b>	Weekly	Zoom / MS Teams	<b>SpryPoint</b> PM, <b>Client</b> PM
<b>Risk Log</b>	Bi-Monthly	Google Sheet/Excel	N/A
<b>Executive Steering Committee</b>	Monthly	Zoom / MS Teams	<b>SpryPoint</b> PM, <b>Client</b> PM, <b>SpryPoint</b> Executive Sponsor, <b>Client</b> Executive Sponsor
<b>Issue Log</b>	Weekly	Google Sheet/Excel	N/A

With the understanding that both **SpryPoint** and the **Client** are working jointly to achieve the best project outcome, the table above outlines the standard agreement for communications. If major project events occur, or at a critical point in the Project that require additional communications, updates, or meetings, both parties can mutually agree to the additional activities at no extra cost to the **Client**.

### 3.9.3. Acceptance Period

To facilitate the project schedule and project planning it is important both parties agree to a default response period of 5 business days for any issues involving the Project. While this will be the default time, either party can proactively ask for a longer time, if the time is not sufficient or ask for an extension. The **SpryPoint** Project Manager will evaluate

any timeline extensions against the project schedule and communicate if the extension puts the project schedule at risk.

### 3.9.4. Agreed Severity Definitions

During the implementation the following definition will be used to define the Severity of issues. In addition, issues will also be categorized as Go-Live Required or Post Go-Live.

Severity Level	Example
1 – Urgent	<p>The <b>Client's</b> business is not operational due to significant performance issues or outage, creating a substantial impact financially or by the number of customers affected.</p> <p>Critical business function(s) cannot be performed, and/or a key component is unavailable or is non-functional. There is no immediate workaround.</p> <p>Urgent issues have top priority until resolved. Examples of Severity 1 Issues includes but are not limited to:</p> <ul style="list-style-type: none"> <li>• System is unavailable (outage),</li> <li>• Unable to perform a key function such as calculation of bills or billing process,</li> <li>• A key function is malfunctioning, creating a severe financial/customer impact .</li> <li>• Any event that impacts more than 20% of the customer base.</li> <li>• Severity Level 1 issues are subject to an Issue Post-mortem by <b>SpryPoint</b></li> </ul>
2 – Critical	<p>The <b>Client's</b> business is operational but the ability to perform business functions is severely impacted,</p> <p>A critical business function or functions are partially operational or operating by use of a workaround only sustainable for a short period of time.</p> <p>A critical business function or functions is operating at limited capacity or has a defect which creates errors or atypical results to customer records, transactions, financials.</p> <p>Examples of Severity 2 issues include but are not limited to:</p> <ul style="list-style-type: none"> <li>• 10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly</li> <li>• Response times on transactions or screens are 3 times the normal response times (response times must be tracked at go-live for benchmark)</li> <li>• Processes take 3 times as long to complete or error out (response times must be tracked at go-live for benchmark)</li> </ul>
3 – Restricted Use	<p>The service is experiencing an issue that can be worked around but is impacting the <b>Client's</b> efficient use of the service. The business is operational with reduced efficiency.</p> <p>Examples of Severity 3 issues includes but are not limited to:</p> <ul style="list-style-type: none"> <li>• Single account issue</li> <li>• Business function has a slight restriction of function of non-critical nature</li> <li>• A workaround is required to maintain normal operations</li> <li>• Non-performance impacting defect</li> </ul>
4 – Not	<p>The service is fully functional but may contain a cosmetic flaw or misspelling.</p>

Urgent	<p>There is no operational, financial, or customer impact.  Examples of Severity 4 issues include, but may not be limited to:</p> <ul style="list-style-type: none"> <li>• A button is out of alignment on the user interface</li> <li>• Question regarding configuration or functionality</li> <li>• General inquiries</li> </ul>
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### 3.9.5. Milestone Acceptance Process

This project will be invoiced on a milestone basis. The milestones, delivery criteria and payment timelines are noted below and in Exhibit G - Milestones.

On a monthly basis, the **SpryPoint** Project Manager will submit a list of milestones that have been completed for review and approval to **Client** Project Manager. Service deliverables shall be accepted or rejected within 5 consecutive business days or as mutually agreed upon from the time of submittal for acceptance. Service deliverables will be considered accepted with written approval from the **Client**. In the event the **Client** does not provide written approval or feedback within the agreed upon time period, **SpryPoint** may invoice the milestone. The use or partial use of any service deliverable in a Production Environment constitutes acceptance of that service deliverable but only to the extent of such use or partial use.

The Service Deliverable Acceptance Process is described below.

- **Submission of Service Deliverables.** The **SpryPoint** Project Manager, or his or her designee, will prepare a list of completed milestones and forward with the respective service deliverable to the **Client** Project Manager, or the **Client** designee, for consideration.
- **Assessment of Service Deliverables.** The **Client's** Project Manager will determine whether the service deliverable meets the requirements as defined in this SOW and that the service deliverable is complete.
- **Acceptance / Rejection.** After reviewing, the **Client** will either accept the service deliverable in writing or will provide a written reason for rejecting it to the **SpryPoint** Project Manager. If the Milestone is accepted, the **SpryPoint** Project Manager will invoice for the Milestone(s). If the Milestone is rejected, the **SpryPoint** Project Manager will review the reason and work with the **Client's** Project Manager to determine if the rejected reason is within scope and if so, resolve any concerns. Once concerns are addressed the Milestone Acceptance Form will be updated and resubmitted for approval in the next month invoicing cycle.

### 3.9.6. Scope & Project Change Management

During implementation either party may request additions, deletions, or modifications to the services or software described in this SOW ("the Change"). All Changes will be documented and approved, regardless of whether there is an associated cost for the change.

Requests for changes should be made to either project team's PM. The **SpryPoint** Project Manager is responsible for creating a Change Order Form. The Change Order Form will include the following:

- A description of the problem that needs to be solved or the scope change to be addressed.
- A description of the solution to the problem or scope Change being requested, including the use/business case and/or reason for the Change and suggested solution.
- An estimated impact of the Change on the project schedule.
- If applicable, any fees/cost and expenses associated with the Change.

The Change process that will be employed is defined below. The Change must be approved by both **SpryPoint** and the **Client** before any work related to a Change is completed.

- Identify the requested Change
- Identify and document the solution and scope of work associated with the Change requested
- Estimate required effort, and any associated costs
- Assess impact of the Change on schedule, travel fees, milestones, contract, risks and/or any other identified impacts.
- Submit for review and approval by the **Client** and **SpryPoint** Management Team
- If not approved, no changes are completed and the Change request is canceled
- If approved, Project documents are updated and work on the Change is scheduled into the Project
- Monitor and report progress on the Change
- Communicate the Change resolution

During implementation any signed non-zero change order will contain deliverables and milestones calculated at a rate of \$200.00 USD/hr.

### 3.9.7. Issues and Risk Management

The following procedure will be used to manage Project issues and risks:

- Identify and document all concerns
- Assess the impact and prioritize the impact to the Project
- Assign responsibility to resolve the issue or risk
- Monitor and report progress on the issue or risk
- Communicate issue resolution

On a monthly basis, the Project Managers will meet to review the status of the risks and outstanding issues. When a risk is identified each risk will be assessed for its probability and impact and weighted.



### 3.9.8. Conflict Resolution and Escalation Process

While both parties agree it is the desire to resolve issues quickly and within the project team(s), at times this may not be possible, and issue(s) may need to be escalated to resolve. A project issue can include anything from a business process change, to a schedule issue, to a personnel issue, etc. The following table shows a typical escalation path:

Escalation Path	SpryPoint	Client
Level 4	CEO or CCO	Steering Committee
Level 3	Vice President Service Delivery	
Level 2	Project Manager	Project Manager
Level 1	Implementation Specialist	Core Team Members

### 3.9.9. Project Working Times

#### 3.9.9.1. Project Working Schedule

During the project implementation it has been agreed that Project Meetings, Training Sessions and/or any onsite time will be completed Monday through Friday, when working remotely. If work is being completed onsite all meeting times will be scheduled Monday through Thursday, with Friday being a travel day for the **SpryPoint** project team. In the event scheduled project activities such as meetings, training sessions, etc. need to be completed on days/times outside the above agreed times, this will be mutually agreed upon by both parties.

#### 3.9.9.2. Statutory Holidays

It is agreed that both parties will do their best to respect each party's holiday schedule. However, depending on where the project is and go live date, on occasion project team members may be required to work a statutory holiday. If this is to occur, it will be mutually agreed to by both parties.

#### SpryPoint Observed Holidays

Holiday	2024

New Year's Day	January 1
Islander Day/Family Day	February 19
Good Friday	March 29
Victoria Day	May 20
Canada Day	July 1 (observed July 4)
Civic Holiday	August 5
Labor Day	September 2
National Day of Truth & Reconciliation	September 30
Thanksgiving	October 14
Remembrance Day	November 11
Christmas Day	December 25
Boxing Day	December 26

*\*\* Note: this calendar is subject to change based on company policies*

### Client Observed Holidays

Holiday	2024
New Year's Day	January 1
Martin Luther King Jr Day	January 15
Presidents Day	February 19
Good Friday	March 29

Memorial Day	May 27
Juneteenth	June 19
Independence Day	July 4
Labor Day	September 2
Columbus Day	October 14
Veteran's Day	November 11
Thanksgiving	November 28
Friday after Thanksgiving	November 29
Christmas Day	December 25

### 3.9.10. Executive Steering Committee

The Executive Steering Committee Meeting will include **SpryPoint** and the **Client** Project Managers and Project Sponsors. This review will take place monthly via a Zoom / MS Teams meeting or onsite (if mutually agreed to by both parties). The intent of this meeting is to ensure that the Project remains on-time and on-budget, and that Executive Management for both parties have a clear understanding of project status. The primary tool that will be used to do the meeting is the latest month's Monthly Project Status Report. The intended level of attention to detail during this meeting is to identify areas of concern or material change to the Project. Topics of discussion include:

- Work accomplishments from the previous month and planned work accomplishes for the upcoming month.
- The percent complete for the overall project thus far. Descriptions of any material variances in schedule or work will be provided, if the percent complete is different than what was expected from the prior month.
- The current Risk Management Plan will be included, and risk status will be reviewed, based on priority of risks.
- The Project Plan will be included and reviewed for any areas of concern or material change to the project.

### 3.9.11. Project Management Reoccurring Deliverables

During the project implementation the **SpryPoint** Project Manager is accountable for the delivery of the following reoccurring deliverables:

Communication Method	Description
Shared Project Folders	Via the used of Google Drive, <b>SpryPoint</b> will provide the <b>Client</b> with a shared project folder for document sharing and collaboration of documents during the project
Project Status Reports	A monthly report that outlines summarize project status, upcoming activities, risks, etc.
Updates to the project plan	Updates to the baseline Project schedule are performed and published bi-monthly. The plan is updated to refine tasks, percent complete and milestone completions, inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.  Note: project plans will be maintained and updated in the <b>SpryPoint</b> Project Tool, called Wrike. Access can be granted to the <b>Client</b> to see the project plan.
Risk Log	Report that lists risks, probability, impact, status, and responsible resource.
Executive Steering Committee	A monthly meeting to ensure both Executive Teams understand project status, any risks, and an opportunity to discuss any other topics as required.
Issue Log	Report that lists project issues, responsible resources, due date, priority, and impact on the critical path.

## 4. Letters & Statements

As part of the project scope SpryPoint will build statements and letters required by the Client to support billing and collections processes. The scope is based on the following assumptions:

No.	Name	Details
1.	Bill Statement & Collection Letters	<p>The scope includes the design and build of one bill template inclusive of minor alterations required by GRPU to satisfy future state/ municipal requirements, and one set of Collection Notices for the Client. SpryPoint will work with the Client to gather requirements about the look and feel of the template, as well as the presentment logic. The Client may choose to base the design on a sample template, for maximum efficiency and cost savings. This design will include details about both the bill template, and any letters that are part of the collections process. It will also outline the printing and mailing process, whether that is to be performed by the Client or a third-party vendor. At the end of the discovery phase, SpryPoint will deliver a bill template and a collections letter design document, which will be reviewed and signed off on by both SpryPoint and the Client.</p> <p>Once the design documents are completed, SpryPoint will develop a client-specific PDF renderer application, based on the agreed upon design. The PDF renderer uses information from SpryCIS as input and generates a PDF document as output. The renderer application can have custom presentment logic, which will trigger based on the account data available from SpryCIS. The render will also include a section for user-customizable messages, that can be updated by the Client without any involvement from SpryPoint</p> <p>SpryPoint will be responsible for maintaining the renderer application and making any necessary adjustments to the display or logic. After the first version of the renderer is built, SpryPoint will review the results with the Client, and make any iterations required to support the approved design. The Client may request changes to their bill template or collections letters at any time, by talking to their Project Manager. However, if any significant changes in design or logic are requested, which were not in the agreed-upon design document, the changes may be subject to a change order.</p>
2.	Mailable Letters	<p>If applicable the following mailable letters will be created</p> <ul style="list-style-type: none"> <li>○ Welcome Letter</li> <li>○ Returned Check Fee Letter</li> <li>○ Payment Arrangement Agreement Letter</li> <li>○ Bankruptcy Letter</li> <li>○ Communications required by state law</li> <li>○ Communications required for service interruptions</li> <li>○ Communication for collections process</li> </ul>

## 5. Integrations & Enhancements

This section outlines any of the integrations or enhancements included in the scope of work. It is important to note that during analysis and throughout the implementation there may be additional integrations or enhancements identified. In this event, **SpryPoint** will provide ballpark estimate(s) to determine if further investigation or detail(s) is required. If the **Client** is not interested, **SpryPoint** will work with the **Client** to ensure they understand all required workarounds. If the **Client** wishes to investigate further, a full estimate will be provided. If the change is deemed required, the change order process will be activated.

### 5.1. Integrations

SpryCIS is designed with REST Application Programming Interfaces (API's) to enable real-time integration. For inbound integration and synchronization from back-office applications, we provide a purpose-built back-office integration Application Programming Interface (API). For outbound integration, we have an integrated process scheduler as well as an extensible event framework to support both batch and scheduled integrations as well as event-driven integrations.

**SpryPoint** will create an Integration Requirements Document for each integration to define the detailed requirements.

No.	Integration Name	Integration Details
1.	Oracle NetSuite GL & AP	<p>SpryPoint will maintain an interface between SpryCIS and the Client's Financial System. The integration will consist of 2 components:</p> <ul style="list-style-type: none"> <li><b>A.</b> General Ledger - The first component will send General Ledger transactions from SpryCIS to Oracle NetSuite General Ledger.</li> <li><b>B.</b> Accounts Payable - The second component will send refund amounts from SpryCIS to Oracle NetSuite Accounts Payable.</li> </ul>

		<p>SpryPoint's preferred method for this type of interface is through API. If there is not an API available from the Financial System, an automated batch process will be scheduled to occur on a regular basis. This process will create and transmit a flat file or multiple flat files containing data in format that is compatible with the Financial System. If the Financial System generates a processing error, the process can be re-run once the error has been identified and resolved. As part of this interface, SpryPoint will develop quality control checks and/or approvals prior to upload of posting file and update of GL accounts.</p>
2.	Payment Processor	<p>To be discussed with the GRPU. Invoice Cloud currently in use, will discuss if we require an export to this or another option. May require a change of service quote depending on preferred integration method and solution.</p>
3.	Remittance & Various Payment Import Files	<p>Payment import is a standard feature of SpryCIS which supports in-app configuration of both delimited and fixed-width text files. <b>SpryPoint</b> will configure payment file import processes wherein payment files will be imported into SpryCIS from various payment processors. Files may be uploaded manually or fetched automatically from an SFTP site by a scheduled job in SpryCIS.</p> <p>OCR lines are typically printed on invoices / statements to support remittance processors. Formatting of the OCR line is a standard development item in the SpryCIS invoice / statement development process.</p>
4.	ESRI GIS (ArcGIS)	<p>SpryCIS and SpryMobile include standard Web Map Services (WMS) integration capabilities. This allows administrators to configure SpryCIS and SpryMobile to display layers from WMS services. These layers are then available for display on maps within SpryCIS and SpryMobile.</p> <p>Note that Esri ArcGIS licensing terms dictate that publicly available map services may be displayed within <b>Client</b> applications such as SpryCIS and SpryMobile, while authenticated web map services required Esri user licenses for each user accessing those services. <b>SpryPoint</b> can assist your administrators in working with Esri to acquire licenses where needed to ensure that your staff can access authenticated web map services.</p> <p>In cases where your GIS administrators wish to use data within <b>SpryPoint</b> applications in GIS layers, <b>SpryPoint</b> includes a read-only database service which can be used as a data source for GIS services.</p>

		GIS administrators can also access and export data from SpryCIS using built-in report tools such as Metabase.
5.	Automatic Meter Information System Interface	<p>To be discussed with the GRPU. Multiple metering company's currently in use, will discuss if we require an export to this or another option. May require a change of service quote depending on preferred integration method and solution.</p> <p>SpryCIS is built to integrate with meter reading systems. SpryPoint's platform includes a comprehensive REST Application Programming Interface ("API") framework to enable real time integration Advanced Metering Infrastructure ("AMI"), and Automated Meter Reading ("AMR") Providers.</p> <p>Depending on the technical capabilities of the system, our approach ranges from traditional text file import/export operations to fully connected integrations utilizing web services. Meter reading import and export capabilities are built into the CIS, so no additional software is typically required, and these capabilities are supported by our development and support teams</p>
6.	Records Management System - Laserfiche	<p>This interface may not be required going forward as SpryCIS has document management capabilities built-in and often can replace existing document management systems. Most SpryCIS customers use the native functionality within the SpryPoint platform for document management. We have completed similar integrations with other Enterprise Content management system including Laserfiche, Hyland ONbase and FileNexus.</p> <p>Both the SpryPoint platform and Laserfiche have APIs available to facilitate the creation of an API interface where pertinent documents generated in SpryCIS and associated with key entities within SpryCIS (customers, accounts, premises, meters, service orders, etc..) can be pushed to eDocs for storage.</p>
	Cityworks	SpryPoint recommends that all "Service Orders" that are generated in SpryCIS and related to Customer, Meter or Premise information be managed using SpryMobile – Mobile Field Service. It is expected that certain information collected in SpryMobile will be passed through to Cityworks through an integration. A budget has been included for this integration and both SpryPoint and Client have agreed that the specifics for this integration will be defined during the Analysis phase of the project.

*Note: In the event additional work or development is required to support integrations with third party applications and **SpryPoint**, it is outside the scope of this project. Some examples are configuration in third party application, the need for a third party to add information to an API, etc.*





## 5.2. Enhancements

**SpryPoint** will create an Enhancement Requirements Document, for each enhancement, to define the detailed requirements of any requested enhancements. Below are the requirements for the **Client** to communicate when requesting an enhancement.

No Enhancements in scope.

## 6. Project Assumptions

The following project assumptions apply to this project:

### 6.1. General Assumptions

1. The **Client** will strive to minimize the impact of competing initiatives within the organization that may have a negative impact on the Project. Due to the Cities many projects and competing priorities, SpryPoint and the Client agree
  - a. proactively communicate availability.
  - b. be engaged in scheduled SpryPoint meetings.
  - c. have transparent conversations about teams' availability to meet time lines so resources on both teams can be deployed appropriately.
2. All prices are quoted in US Dollars and do not include any applicable taxes.
3. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion.
4. The **Client** and **SpryPoint** understand the project scope and project timelines and agree to communicate and adhere to those objectives, thus setting the proper expectation level.
5. All changes to the SOW shall be managed in accordance with the Agreed upon Change process.
6. While SpryPoint will complete the extraction of data and complete the required mapping documentation, it is critical that the **Client** make resources available to support these activities. This resource(s) needs to be a subject matter expert in how the Client uses the system. For example, they need to communicate if a field is storing data that it was not intended to.
7. **SpryPoint** will provide the specified number of staff, as described in the detail project schedule and the staffing matrix, with the appropriate skills and experience to lead each workshop, analytical session, or other review activities, whether onsite or conducted remotely.
8. If on-site activity is required, the **Client** will provide workspace for each **SpryPoint** consultant. Breakout and conference space will also be provided if required.
9. If training is completed on-site, adequate training space will be provided by the **Client** to train end users. The training room(s) will include computers for each end-user being trained.
10. While SpryPoint will contain a complete project schedule, a rolling schedule of 4 weeks will be maintained for the purpose of scheduling resources. However, both parties agree that there will be cases where meetings need to be scheduled with short notice keep the project moving forward. Both parties agree to use their best effort to accommodate these requests. In addition, not being able to accommodate these requests could have impact of future scheduled events.

11. Whenever possible, the Project Team may consider alternative meeting options such as Zoom / MS Teams and Conference Calls.
12. Both parties agree to work a reasonable number of added hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.
13. **SpryPoint** will assume responsibility for the successful completion of this SOW.
14. **SpryPoint** will assume overall responsibility for conducting all project related administration activities including the development and administration of a work plan that clearly indicates all the **Client** tasks and responsibilities.
15. **SpryPoint** is responsible for the initial deployment, configuration, and testing of environments of the system to support training, development, testing, etc.
16. The **Client** is willing to work towards implementing **SpryPoint's** "Best Practices" where appropriate to minimize the need for software customizations.

## 6.2. System Testing Assumptions:

1. **SpryPoint** and the **Client** will jointly develop all test plans outlining the testing approach, methods, data, and participants.
2. The **Client** will review, participate in, and complete testing activities under the direction of **SpryPoint** as outlined in the sections above in this document.
3. **SpryPoint** will provide resources for product fixes resulting from errors identified during the system testing process.
4. **SpryPoint** will deliver the completed **SpryPoint** Service to the **Client** for review and acceptance.
5. The **Client** will be responsible for signing off on testing results.

## 6.3. Training Assumptions:

1. The **Client** is responsible for prerequisite education and training such as basic PC skills and fundamental business process knowledge.
2. **SpryPoint** will provide standard training materials. The **Client** may use these training materials for any subsequent training classes.
3. The **Client** will provide users with specific times to participate in the required training.
4. The **Client** has the facilities and will provide the necessary logistics support for all training sessions including training rooms, training workstations, and any other necessary training supplies needed.
5. The **Client** will ensure end-user attendance during training.
6. The **Client** will schedule and promote user practice sessions, to ensure use of the system after training is completed.

## 6.4. Production Readiness and Cutover

### Assumptions:

1. The **Client** will be responsible for conducting an acceptance test of the completed System as delivered by **SpryPoint**, at the completion of the testing activities.
2. **SpryPoint**, with assistance of the **Client**, will develop a mutual agreement regarding the Go-Live plan and schedule.
3. **SpryPoint**, with assistance of the **Client**, will stage all aspects of the System in preparation for production cutover.
4. **SpryPoint**, with assistance of the **Client**, will conduct production cutover activities.

## 7. Travel

Reimbursable expenses include out-of-pocket expenses for travel, communications, and other expenses incurred in direct support of the project and are not reflected in the milestone schedules or services fees provided. In the event SpryPoint staff are required to travel onsite, the **Client** agrees to reimburse SpryPoint for its travel expenses per the following:

- Meals are covered as a per diem of \$75 per day for full day of travel (no receipts provided). Partial days of travel will be prorated accordingly.
- All other travel expenses, including but not limited to, airfare, hotel, parking, car rental, taxi, mileage, gas, and tolls will be reimbursed at the actual amount without markup. Receipts will be provided for these types of expenses.
- SpryPoint agrees no travel shall be booked without the written approval of the **Client**. In the event approved travel is booked and the **Client** cancels, the **Client** agrees to reimburse any incurred expenses.

## 8. Appendices

### 8.1. Definitions

In addition to the definitions contained elsewhere in this SOW, the terms in the table below are defined using the associated descriptions.

<b>Definition/Term Name</b>	<b>Definition/Term Description</b>
<b>Acceptance Testing</b>	Acceptance testing is the <b>Client's</b> validation to ensure top-to-bottom functional stability and adherence to existing business requirements and business processes. Testing will be in several phases, including, but not limited to, functional testing, bill validation testing, integration testing, and performance testing.
<b>Acceptance</b>	Acceptance is defined as information, documentation, development, or any other object(s) approved and signed off by the <b>Client</b>
<b>Agreement Date</b>	The date on which both the <b>Client</b> and <b>SpryPoint</b> have both executed the Master Agreement.
<b>Business Day</b>	A regular workday (Monday through Friday – non-holidays or emergency days) as defined by the <b>Client's</b> business calendar.
<b>Business-critical Report</b>	A business-critical report is one that is identified as being needed to complete any business processes or reports required to run the business of the <b>Client</b> .
<b>Business Process Design</b>	Business Process Design outlines how the system functionality will meet the requirements of the <b>Client's</b> future state processes. This design work will address operational and organizational changes required to implement the proposed solution. This typically occurs during the Analysis phase of the Project.
<b>Business Process</b>	A defined series of procedures that will identify and document process steps and system transactions. Business Process documentation can be used to facilitate testing and training.
<b>Bi-Monthly</b>	The activity will happen every other week.
<b>Bi-Weekly</b>	This activity will happen twice a week.
<b>Calendar Day/Days</b>	A 24-hour period—typically starting at midnight.

<b>Change</b>	A request by the <b>Client</b> to add new requirements to the scope of the project. This could be in the form of an enhancement, additional services, new integration, etc. All changes to the SOW must be agreed upon by the parties and evidenced in a written instrument signed by the parties' authorized representatives.
<b>Change Order Process</b>	The process used when a Change of scope is identified. This process may or may not have monetary costs and implementation schedule impacts associated with it.
<b>Configuration</b>	Process of performing table updates and algorithm changes to the System to have the System perform the <b>Client's</b> specific user requirements. Configuration does not require programmatic software changes.
<b>Cut Over</b>	Includes all activities required to prepare the Systems for the transition of the new <b>SpryPoint</b> CIS Solution to production processing. The activities will include ensuring security setup, establishing user profiles, closing out pending data in the legacy system, manual data conversions when required, system access rollout to end users, and other activities <b>SpryPoint</b> and the <b>Client</b> deem necessary.
<b>Data Acceptance Testing (DAT)</b>	Testing performed by the <b>Client</b> Subject Matter Experts after each data conversion iteration. During DAT, the <b>Client</b> not only verifies the data migrated, but also validates that the data may be inquired and reported upon. This can be done through a variety of queries, reports and visual confirmation.
<b>Data Mapping</b>	The process of assigning source system data elements to target data elements in the System Data Model for purpose of conversion.
<b>Data Model</b>	Conceptual description of data objects, their attributes, and the relationships between them.
<b>Delivery</b>	Defined as information, documentation or an approved object provided to the <b>Client</b> for review, feedback and/or acceptance.
<b>Functional Test</b>	Singular test of an object, such as a screen, report, or batch program. These tests will focus on specific functions.

<b>Interface</b>	Passing of data between two separate and distinct systems; can be accomplished in real-time (via API) or batch mode.
<b>Integration Test</b>	The integration testing will utilize formal test plans and scripts that will define how to test a singular feature and business process based on pre-defined expected results. Integration tests are formal in nature, cover multiple scenarios of a feature and process, and are based on the variations of the <b>Client's</b> business.
<b>Legacy CIS</b>	References the <b>Client's</b> old Customer Information System, that is being replaced.
<b>Bill Validation Testing</b>	This testing focuses on bill comparisons and validation between the legacy system and SpryCIS. The purpose of this testing is another method to ensure configurations are setup correctly, data has imported correctly and there are no impacts on the <b>Client</b> revenue at the time of Go-Live.
<b>Organizational Change Management (OCM)</b>	The activities, events, processes, and procedures that are employed for handling transformation from one system environment to another; this relates mainly to the people and business processes.
<b>Metabase</b>	The out-of-the-box tool provided to build and deliver reports and dashboards.
<b>Performance Testing</b>	This testing will exercise the System to ensure the <b>Client</b> will achieve the stated performance goals.
<b>Price</b>	The total cost for implementation & expenses to deliver the <b>SpryPoint</b> Solutions as noted in this SOW and other Exhibits to the Agreement.
<b>Project</b>	The completion conversion of the <b>Client's</b> Legacy CIS over to the <b>SpryPoint</b> System solutions as agreed upon as part of the SOW and Price.
<b>Quality Assurance</b>	The process of verifying that the proper processes and procedures have been adhered to on the Project from a methodology as well as project management perspective and that the deliverables produced

	on the project have included the appropriate content and meet expectations.
<b>Script Testing</b>	Testing using a pre-determined script or set of instructions. Testing can be either manual or automated work.
<b>SpryPoint Service- a.k.a System</b>	The <b>SpryPoint</b> Service (System) includes all services as defined in this Statement of Work for products sold as part of this contract.
<b>Templates</b>	Templates refer to the standard format of various project documents that <b>SpryPoint</b> will provide as a starting point and will be modified to address the specifics of this Project. Examples include Training Plan, Test Plan, Conversion Plan, etc.
<b>Test Matrix</b>	A worksheet that identifies accounting periods, account numbers, financial transactions and other expected results for testing purposes.
<b>Test Plan</b>	Document that outlines a strategy or approach for testing. A Test Plan describes key setup issues, dependencies, and other general factors.
<b>Test Scripts</b>	A series of actions, functions, scenarios, or commands documented for execution during various phases of testing.
<b>User Acceptance Test</b>	Final testing led by the <b>Client</b> , where <b>SpryPoint</b> is available for assistance, as required. This testing is typically scenario based and ensures that the System is configured to meet all of agreed upon business processes.



## 8.2. Milestone Schedule

<b>Milestones</b>					
<b>Milestone</b>	<b>_</b>	<b>Phase</b>	<b>Milestone Name</b>	<b>Milestone Description</b>	<b>Amount</b>
1	PM	Project Management	PM Month 1	PM activities per the SOW	\$9,000.00
2	PM	Project Management	PM Month 2& 3	PM activities per the SOW	\$9,000.00
3	PM	Project Management	PM Month 4 & 5	PM activities per the SOW	\$9,000.00
4	PM	Project Management	PM Month 6 & 7	PM activities per the SOW	\$9,000.00
5	PM	Project Management	PM Month 8 &9	PM activities per the SOW	\$9,000.00
6	PM	Project Management	PM Month 10 &11	PM activities per the SOW	\$9,000.00
7	PM	Project Management	PM Month 12 &13	PM activities per the SOW	\$9,000.00
8	PM	Project Management	PM Month 14	PM activities per the SOW	\$9,000.00
9	DEPLOY	Analysis	Environment Deployment	Complete the following deliverables: - Staging and Prod environments setup with one client user setup	\$800.00

10	ANA	Analysis	Project Kickoff	Complete the following Deliverables: - Mobilize Project Team - Conduct Project Kickoff - Prepare project infrastructure -Detailed Analysis Workshop schedule complete	\$1,600.00
11	ANA	Analysis	Analysis Workshops 1	Complete the following deliverables: - Customer Care Analysis Workshops - Premises Analysis Workshops	\$2,550.00
12	ANA	Analysis	Analysis Workshops 2	Complete the following deliverables: - Billing Analysis Workshops - Payments Analysis Workshops - Collections Analysis Workshops	\$2,550.00
13	ANA	Analysis	Analysis Workshops 3	Complete the following deliverables: - Bill Template Analysis Workshop - Finance & Admin Analysis Workshop	\$2,550.00
14	ANA	Analysis	Analysis Workshops 4	Complete the following deliverables: SpryEngage Workshop SpryMobile Analysis Workshop	\$2,550.00

15	ANA	Analysis	Analysis Report Delivery	Complete the following deliverables: - Deliver Analysis Report to client for review	\$2,550.00
16	ANA	Analysis	Analysis Report Signoff	Complete the following deliverables: - Analysis Report Updates -Analysis Report Review & Approval	\$2,550.00
17	ANA	Analysis	Analysis Workshop - Integrations	Complete the following deliverables: -Analysis workshop for integrations	\$2,550.00
18	ANA	Analysis	Analysis Workshop - Reports & Dashboards	Complete the following deliverables: -Analysis workshop for reports & dashboards	\$2,550.00
19	REPORT	Analysis	Report & Dashboard Plan	Complete the following deliverables: - Deliver Report & Dashboard Plan	\$3,200.00
20	TRAIN	Analysis	Training Plan	Complete the following deliverables: - Deliver Training Plan	\$2,400.00

21	CONFIG	Configuration	Configuration 1	Complete the following deliverables: - Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Enable Services 2. Aging 3. GL Account Structure 4. GL Accounts 5. Billing Cycles 6. Penalty Type - Configuration in staging environment	\$9,920.00
22	CONFIG	Configuration	Configuration 2	Complete the following deliverables: - Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Receivable Types 2. Revenue Months 3. Billing Periods 4. Default GI Accounts 5. Services Types 6. Tax Schedules - Configuration in staging environment	\$9,920.00

23	CONFIG	Configuration	Configuration 3	Complete the following deliverables: -Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Rate Schedule 2. Meter Size Rate Detail - Configuration in staging environment	\$9,920.00
24	CONFIG	Configuration	Configuration 4	Complete the following deliverables: Workbook updates for the following workbook tabs: 1. Account Statuses 2. Customer Statuses 3. Premise Statuses 4. Account Types 5. Premise Types 6. Equipment Location Types 7. Routes 8. Water Meter Configurations 9. Electric Meter Configurations 10. Charge Types 11. Deposit Types 12. Credit Memo Type 13. Global Config 14. Measurement Types	\$9,920.00



				- Configuration in staging environment	
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25	CONFIG	Configuration	Configuration 5	<p>Complete the following deliverables:</p> <ul style="list-style-type: none"> <li>-Initial setup decisions in configuration Workbook updates for the following workbook tabs:</li> <li>1. Collections Media</li> <li>2. Collections Routine</li> <li>3. New Item Categories</li> <li>4. Client Setup</li> <li>5. Equipment Categories</li> <li>6. Equipment Type</li> <li>7. Tender Type</li> <li>8. Payment Sources</li> <li>- Configuration in staging environment</li> </ul>	\$9,920.00
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26	CONFIG	Configuration	Configuration 6	Complete the following deliverables: -Initial setup decisions in configuration Workbook updates for the following workbook tabs: 1. Auto number configuration 2. Business Hours 3. Dashboard Configuration 4. Denomination Configuration 5. Holiday Calendar 6. Billing Validation Rules 7. Budget Billing Types 8. Billing Agreement Add-ons (if applicable) - Configuration in staging environment	\$9,920.00
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27	CONFIG	Configuration	Configuration 7	<p>Complete the following deliverables:</p> <ul style="list-style-type: none"> <li>- Initial setup decisions in configuration Workbook updates for the following workbook tabs:             <ol style="list-style-type: none"> <li>1. Payment File Format</li> <li>2. Pre-authorized Payment</li> <li>3. Alternate ID Types</li> <li>4. Relationship Types</li> <li>5. Deposit Interest Schedules</li> <li>6. Districts</li> <li>7. Exemption Reasons</li> <li>8. Move In Request Types</li> <li>9. Move Out Request Types</li> </ol> </li> <li>- Configuration in staging environment</li> </ul>	\$9,920.00
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28	CONFIG	Configuration	Configuration 8	<p>Complete the following deliverables:</p> <ul style="list-style-type: none"> <li>- Initial setup decisions in configuration Workbook updates for the following workbook tabs: <ol style="list-style-type: none"> <li>1. Dispute Types</li> <li>2. Dispute Resolution Types</li> <li>3. Write Off Types</li> <li>4. Bankruptcy Types</li> <li>5. Service Order Actions</li> <li>6. Service Order Types</li> <li>7. Communication Message</li> <li>8. Auto Reply Rules</li> <li>9. Statement Message</li> <li>10. Estimation Algorithms</li> <li>11. Meter Reading Code Mappings</li> </ol> </li> <li>- Configuration in staging environment</li> </ul>	\$9,920.00
29	CONFIG	Configuration	Configuration 9	<p>Complete the following deliverables:</p> <ul style="list-style-type: none"> <li>- SpryMobile Initial Configuration completed and SpryMobile ready for client testing</li> </ul>	\$9,920.00
30	CONFIG	Configuration	Configuration 10	<p>Complete the following deliverables:</p> <ul style="list-style-type: none"> <li>- SpryEngage Initial Configuration &amp; ready for client testing</li> </ul>	\$9,920.00

31	DC	Configuration	Data Mapping	Complete the following deliverables: -Initial completion of data mapping workbook	\$6,400.00
32	DC	Configuration	Data Iteration 1	Complete the following deliverables as required for Data Iteration 1: - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment"	\$6,400.00
33	DC	Configuration	Data Iteration 2	Complete the following deliverables as required for Data Iteration 2: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$6,400.00

34	DC	Configuration	Data Iteration 3	Complete the following deliverables as required for Data Iteration 3: - Complete any data mapping updates - Develop/Update data import routines - Create & deliver data conversion validation reports - Load iteration data in staging environment	\$6,400.00
35	INT	Configuration	Integration - Financials (GL & AP)	Complete the following deliverables: GL & Account Payable interface is in Staging and Ready for testing	\$4,800.00
36	INT	Configuration	Integration - Payment Imports	Complete the following deliverables: Integration in environment and ready for testing	\$3,200.00
37	INT	Configuration	Integration - ESRI (ArcGIS)	Complete the following deliverables: Integration in environment and ready for testing	\$800.00
38	INT	Configuration	Integration - Yukon AMI Metering	Complete the following deliverables: Integration in environment and ready for testing	\$8,000.00
39	REPORT	Configuration	Reporting 1	Complete the following deliverables: - Provide reports per the report & dashboard plan in	\$3,200.00

				staging environment for client review	
40	REPORT	Configuration	Dashboards 1	Complete the following deliverables: - Provide dashboards per the report & dashboard plan in staging environment for client review	\$3,200.00
41	TRAIN	Test	Core Team Training	Complete the following deliverables: - Completed training for Core team Members	\$4,000.00
42	TEST	Test	Functional Test Cases	Complete the following deliverables : - Deliver to client out of the box Functional Test Cases	\$2,000.00
43	TEST	Test	Integration Test Cases	Complete the following deliverables : - Deliver to client out of the box Integration Test Cases	\$2,000.00
44	TEST	Test	User Acceptance Test Cases	Complete the following deliverables : - Deliver to client out of the box User Acceptance Test Cases"	\$2,000.00
45	TEST	Test	Bill Validation Testing Round 1	Complete the following deliverables : - Complete Bill Validation Activities	\$6,000.00

				- Bill Validation report delivered to client	
46	TEST	Test	Bill Validation Testing Round 2	Complete the following deliverables : - Complete Bill Validation Activities - Bill Validation report delivered to client	\$6,000.00
47	TEST	Test	Bill Validation Testing Round 3	Complete the following deliverables : - Complete Bill Validation Activities - Bill Validation report delivered to client	\$6,000.00
48	TEST	Test	Bill Validation Testing Round 4	Complete the following deliverables : - Complete Bill Validation Activities - Bill Validation report delivered to client	\$6,000.00
49	TRAIN	Test	Tester Training	Complete the following deliverables: - User identified as Testers are trained and ready to start UAT testing	\$4,000.00
50	TEST	Test	Functional Testing R1	Complete the following deliverables: - Execute Functional Testing - Functional Testing Signoff	\$3,000.00
51	TEST	Test	Functional Testing R2	Complete the following deliverables:	\$3,000.00

				- Execute Functional Testing - Functional Testing Signoff	
52	TEST	Test	Integration Testing R1	Complete the following deliverables: - Execute Integration Testing - Integration Testing Signoff	\$3,000.00
53	TEST	Test	Integration Testing R2	Complete the following deliverables: - Execute Integration Testing - Integration Testing Signoff	\$3,000.00
54	TEST	Test	User Acceptance Testing R1	Complete the following deliverables: - Execute User Acceptance Testing - User Acceptance Testing Signoff	\$2,400.00
55	TEST	Test	User Acceptance Testing R2	Complete the following deliverables: - Execute User Acceptance Testing - User Acceptance Testing Signoff	\$2,000.00
56	TRAIN	Deploy	End User Training 1	Complete the following deliverables: - CSRs and Billing end users trained	\$4,000.00
57	TRAIN	Deploy	End User Training 2	Complete the following deliverables: - Field Service end users trained	\$4,000.00

58	TRAIN	Deploy	End User Training 3	Complete the following deliverables: - All other end users trained	\$4,000.00
59	MOCK	Deploy	Mock Go-Live 1	Complete the following deliverables: - Mock Go-Live Plan provided to client for review - Mock Go- Live Scheduled	\$8,000.00
60	MOCK	Deploy	Mock Go-Live 2	Complete the following deliverables: - Mock Go-Live Successfully Executed"	\$8,000.00
61	DC	Deploy	Data Iteration 4	Complete the following deliverables as required for Data Iteration 4: Update mapping as required Run data import scripts Create & deliver data conversion validation reports Load iteration data in environment	\$6,400.00
62	GOLIVE	Deploy	Go-Live	Complete the following deliverables: - Go Live Plan Developed - Go/No Go Decision - Go Live Activities Completed - SpryPoint - Go Live Signoff - Issue Log Updated	\$16,000.00
63	PIS	Operate	Post Go-Live Support Month 1	Complete the following deliverables: - Client Executing business	\$24,000.00



				in Production - Completed month end - Updated and prioritized punch list	
64	PIS	Operate	Post Go-Live Support Month 2	Complete the following deliverables: - Client Executing business in Production - Completed month end - Updated and prioritized punch list	\$12,000.00
65	TRAVEL	Analysis	Onsite Work: SpryCIS Analysis (2 pax)	Conduct the onsite components of the SpryCIS Analysis	\$ 2,500.00
66	TRAVEL	Configuration	Onsite Work: SpryCIS Configuration (1 pax)	Conduct the onsite components of the SpryCIS Configuration iterations.	\$ 5,000.00
69	TRAVEL	Training	Onsite Work: SpryCIS Training (2 pax)	Conduct the onsite components of the SpryCIS Training.	\$ 5,000.00
70	TRAVEL	Deploy	Onsite Work: Cutover and Hands-on Support (3 pax)	Conduct the onsite components of Cutover and Hands-on Support.	\$ 5,000.00
71	TRAVEL	Operate	Onsite Work: Post Go Live Support - Month 1 (2 pax)	Conduct the onsite components of Post Go Live Support.	\$ 5,000.00
72	TRAVEL	Operate	Onsite Work: Post Go Live Support - Month 2 (1 pax)	Conduct the onsite components of Post Go Live Support.	\$ 2,500.00
<b>Total</b>					<b>\$414,200</b>



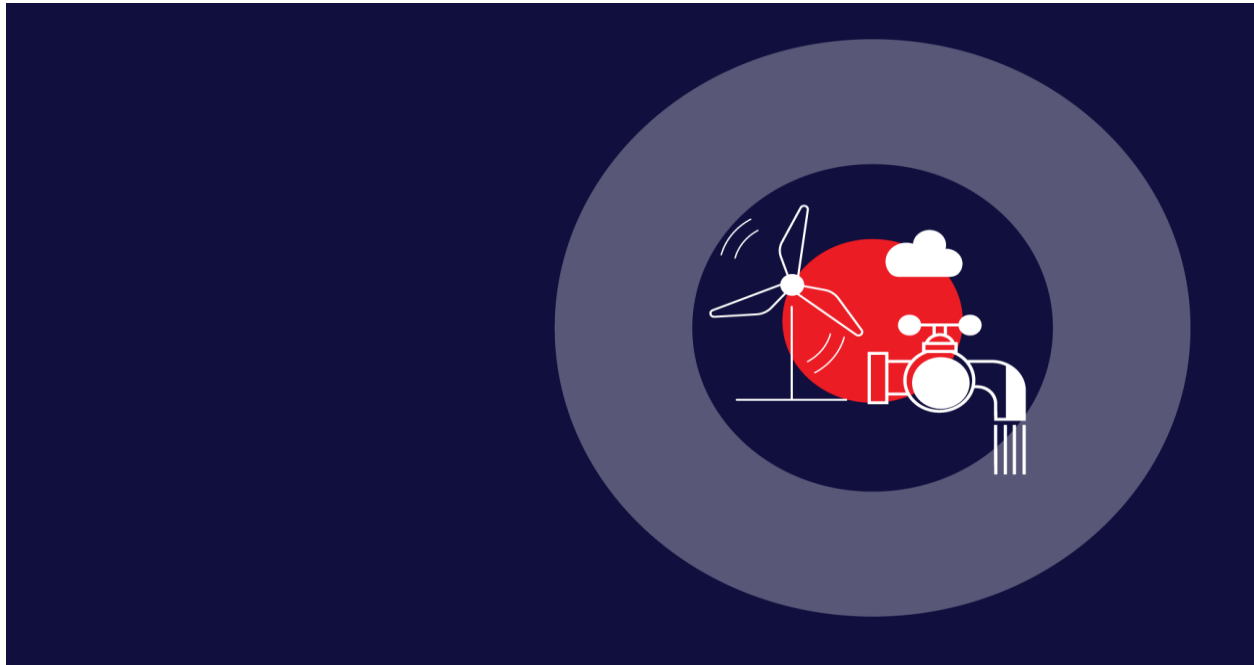
## 8.3. Document Samples

The following sections show a sample of some of the document templates that will be used through the implementation.

*Note: Templates are subject to change. If this occurs the **Client** will be notified and, if required, adjustments will be made to ensure all required information is captured in the new or revised template.*



## 8.3.1. Project Status Report - Sample



# Monthly Project Status Report

<Customer Name>

Author <Author>

Date <YYYY-MM-DD>

Report Period <MM-DD - MM-DD>

45 Queen Street  
Charlottetown, PE  
[sprypoint.com](http://sprypoint.com)  
C1A 4A4, Canada

## Executive Summary

- <Scope - optional>
- <General Summary Items>

## Project Status Summary

Overall Project			
Green			
Project Indicators	Current Period	Last Period	Reason for Deviation and Corrective Action
Scope	Green	Green	
Schedule	Green	Green	
Resources	Green	Green	
Risks	Green	Green	
Issues	Green	Green	
Budget	Green	Green	

## Critical Issues Register

#	Description	Date Raised	Owner	Next Action
1		YYYY-MM-DD		
2		YYYY-MM-DD		
3		YYYY-MM-DD		
4		YYYY-MM-DD		
5		YYYY-MM-DD		

## Critical Risk Register

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1

Monthly Project Report

#	Description	Date Raised	Owner	Mitigation Plan
1		YYYY-MM-DD		
2		YYYY-MM-DD		
3		YYYY-MM-DD		
4		YYYY-MM-DD		
5		YYYY-MM-DD		

## Critical Decisions Log

#	Description	Date Raised	Owner
1		YYYY-MM-DD	
2		YYYY-MM-DD	
3		YYYY-MM-DD	
4		YYYY-MM-DD	
5		YYYY-MM-DD	

## Contract Milestone Status - Current Month

ID	Milestone	Description of Deliverable	Amount Due (USD)	Status
	<Content>	<Content>	\$XX,000.00	<Content>
		<b>Total:</b>	<b>\$XX,000.00</b>	

## Contract Milestone Status - Upcoming Month

ID	Milestone	Description of Deliverable	Amount Due (USD)	Status
	<Content>	<content>	\$XX,000.00	Completed /
		<b>Total:</b>	<b>\$XX,000.00</b>	

## Invoicing Summary

Invoiced to Date (USD)	Total Budget (USD)	Remaining Budget (USD)
<\$00,000.00>	<\$00,000.00>	<\$00,000.00>

## Current Project Schedule

<Insert Wrike Gantt Chart or Table Image>

## Status Definitions

	Green	Amber	Red
<b>Overall</b>	The project is in good health and is proceeding according to the project plan.	The project has non-critical issues that need to be addressed to ensure the project is completed successfully.	The project has critical issues that will jeopardize the project success if not addressed.
<b>Scope</b>	The project is being executed within the contractual scope.	The project is at risk of deviation from contractual scope. Escalation to program management may be required.	The project has significantly deviated from project scope. Escalation to senior management is required.
<b>Schedule</b>	The project is on schedule.	The project is at risk of falling behind the contractual schedule. Escalation to program management may be required.	The project has fallen significantly behind the contractual schedule. Escalation to senior management is required.
<b>Resources</b>	The project has no resource issues.	The project has resource issues identified that will impact the project is not addressed. Escalation to program management may be required.	The project has major resource issues identified that will significantly impact the project if not addressed. Escalation to senior management is required.
<b>Risks</b>	Currently identified risk(s) are of low importance	One or more risks has been identified which, if it materializes, causes either a delay OR increases the project costs more than 10% above the approved business case. Escalation to program management may be required.	Currently identified risk(s) are of high importance. Escalation to senior management is required.
<b>Issues</b>	Currently identified issue(s) are of low importance	One or more issues has been identified which, if it materializes, causes either a delay OR increases the project costs more than 10% above the approved business case. Escalation to program	Currently identified issues are of high importance. Escalation to senior management is required.

Monthly Project Report

	Green	Amber	Red
		management may be required.	
<b>Budget</b>	The project is delivering within the approved budget.	The project is at risk of deviation from the approved budget.	The project is exceeding the approved budget OR the project is forecasting to spend more than the approved budget.



## 8.3.2. Risk Log

Risks & Issues Log									
Risk #	Date Entered	Impact 1-5	Probability 1-5	Risk Scoring	Description of Risk and Project Impact	Mitigating Action	Owner	Current Risk Level	Reason for Risk Level Change
1	15-Jan-10	1	1	2	Risk of budget overrun given aggressive initial work estimations (ie contingency may be too low). Approval for any further spend will be required.	30-Nov-10: Project implemented. Remaining spend minimal, risk no longer valid. 15-Nov-10: No change. 31-Oct-10: PM monitoring spend & re-forecasting estimates each month. 15-Oct-10: PM tightly managing resource time.	John Doe (eg. PM / Project Team Member / Executive)	No significant effect on project deliverables anticipated	
2		4	4	8	Risk of budget overrun given aggressive initial work estimations (ie contingency may be too low). Approval for any further spend will be required.				
3		2	3	6	Risk of budget overrun given aggressive initial work estimations (ie contingency may be too low). Approval for any further spend will be required.				
4				0					
5				0					
6				0					
7				0					
8				0					
9				0					
10				0					
11				0					
12				0					
13				0					
14				0					
15				0					
16				0					
17				0					
18				0					
19				0					
20				0					
21				0					
22				0					
23				0					
24				0					
25				0					

### Issues Log Legend

Issues Status: Open or Closed

RAG:

- Red = Significant negative effect on project deliverables anticipated
- Amber = Some delay or obstruction of project deliverables anticipated
- Green = No significant effect on project deliverables anticipated

### Risks Log Legend

Risk Status: Open or Closed

Impact: [critical = 5, severe = 4, high = 3, significant = 2, moderate = 1]

--> Impact refers to any of the following: 1) Budget, 2) Schedule, 3) Scope, 4) Benefit Timing (See further explanation below.)

Probability: [Definite = 5, probable = 4, possible = 3, unlikely = 2, remote = 1]

Risk Scoring (calculated) = Impact X Probability

Risk Status: Risk Scoring ≥ 15 = Red, Risk Scoring 10-14 = Amber, Risk Scoring ≤ 9 = Green

Impact refers to any of following 1) Budget, 2) Schedule, 3) Scope, 4) Benefit Timing. There could be an impact assigned to each of these things for a risk; for reporting purposes, use the value that is of highest impact so that there are no surprises down the line. Also try to be conservative (i.e. use higher impacts) if more than one of these areas would be impacted. For example, if Budget and Schedule are moderate impact (=2) but Benefit Timing is significant (=3), consider using an overall impact of high (=4). Full details and explanation can be included in the Issue Description or Mitigation Update.

Keep in mind that this is not a scorecard but a tool to keep all parties informed of the risks and issues that the projects is facing.



### Risk Assesment and Prioritization





### 8.3.3. Change Order Form



## Change Order

Customer	[CLIENT]	Change Request	ABC-#00105032021
Contact Name	Name Name	Issue Date	05.03.2021
Contact Phone/Email	email @client.com	Expiration Date	06.03.2021

### [Change Title]

#### Description

Describe change here.

#### Solution

To support this [Change], the following activities will be undertaken by SpryPoint:

- Project Management (Xhrs)
- Configuration (X hrs)
- Template development (X hrs)
- Testing (X hrs)
- Training (X hrs)
- Support (x hrs)
- and Reporting (X hrs)

Total Xhrs of implementation effort.



**Requested New Effort**

Service Description	Hours	Unit Price	Tax	Amount (USD)
Milestone name	X	\$X00	0%	\$X,000
Milestone name	X	\$X00	0%	\$X,000
<b>Total (USD)</b>				<b>\$X,000</b>

**Original Project Budget**

Service Description	Hours	Unit Price	Tax	Amount (USD)
[Original Project Name]	X6	\$X00	0%	\$X,000
<b>Total (USD)</b>				<b>\$X,000</b>

**Revised Total Project Budget**

Service Description	Hours	Unit Price	Tax	Amount (USD)
Total Budget Hours	X	\$X00	0%	\$X,000
<b>Total (USD)</b>				<b>\$X,000</b>

**Terms**

- Quotes are valid until Expiration Date listed above
- Payment terms are net 30 days
- Travel Expenses will be billed as incurred if required.
- Out-of-Scope:
  - [Clarify any related items that are not in scope]

**Approved by:**

		Kevin Clancey, Managing Partner, SpryPoint	
Name, Title, Utility	Date		Date



## 7.4 – Functional Requirements

500	UB	CSH	Centralized Cashiering	System records point of sale transactions	Y	
501	UB	CSH	Centralized Cashiering	System records transactions against receivables	Y	
502	UB	CSH	Centralized Cashiering	System allows decentralized collection of payments on any receivable in system	Y	
503	UB	CSH	Centralized Cashiering	System interfaces with utility billing system to upload detailed utility billing invoices	Y	
504	UB	CSH	Centralized Cashiering	System interfaces with the third-party system to upload permit and other billing invoices	ND	SpryPoint has APIs available to integrate with other 3rd party systems for billing invoices. We need specifics on the system and the integration methods available to provide an accurate quote for this integration.
505	UB	CSH	Centralized Cashiering	System tracks one central customer file that all invoices are charged against	Y	
506	UB	CSH	Customer Deposit	System tracks customer deposits and applies charges to deposit amount	Y	
507	UB	CSH	Customer Deposit	Customer deposits can be applied to customer (available for use on any invoice)	Y	
508	UB	CSH	Customer Deposit	Customer deposits can be applied to account (only available for one type of charge)	Y	
509	UB	CSH	Customer Deposit	System provides bill through accounts receivable if deposit amount is exceeded.	Y	
510	UB	CSH	Customer Overpayment	System stores overpayment amount on customer accounts and applies to next bill <u>except budget billed customers</u>	Y	

511	UB	CSH	Customer Overpayment	System provides refund to customer account for overpayment through accounts payable	Y	Refunds can be generated directly out of SpryCIS or can be managed via an interface to Accounts Payable in the Client's new ERP system.
512	UB	CSH	Recording Payments	System applies one payment to multiple receivables / point of sale transactions	Y	
513	UB	CSH	Recording Payments	System allows using multiple payment types to pay for one invoice (example: cash and credit card)	Y	
514	UB	CSH	Recording Payments	Prioritize customer payments by different AR types (applies to partial payments also)	Y	
515	UB	CSH	Recording Payments	System allows departments to enter daily deposits into system	Y	
516	UB	CSH	Recording Payments	Reversal of receivable for denied transactions, e.g., bounced checks, denied credit card transactions, etc. and automatically add NSF fees to customer's AR balance, with override ability	Y	
517	UB	CSH	Recording Payments	When processing payment, system provides capability to look up the customer master file by <i>any</i> value in customer file	Y	
518	UB	CSH	Recording Payments	Manually apply payments against individual line items on invoice	Y	
519	UB	CSH	Recording Payments	Apply payments to customer and allow system to determine priority order of invoices based on policy	Y	
520	UB	CSH	Recording Payments	System supports splitting one transaction type between multiple chart of accounts	Y	
521	UB	CSH	Recording Payments	System generates a receipt to the payee	Y	

522	UB	CSH	Recording Payments	System generates bank deposit slip	Y	
523	UB	CSH	Recording Payments	Produces report listing total of all transactions processed by cashier during shift (z-tape report)	Y	
524	UB	CSH	Recording Payments	System allows customers to create an account and make web payments to other point of sale transactions (example: permit applications)	ND	For a Citizen to make a payment, they must have an existing utility account. The outstanding A/R Balance would need to be made available to SpryCIS via integration. Further discussion required on what the Client's permitting system is and what integration methods are available (API, File Exchange, etc...).
525	UB	CSH	Recording Payments	System accepts credit cards online	Y	
526	UB	CSH	Recording Payments	System accepts direct debit online from checking account	Y	
527	UB	CSH	Recording Payments	System allows customers to set up and authorize recurring payments for:	Y	
528	UB	CSH	Recording Payments	The same amount every month (fees)	Y	
529	UB	CSH	Recording Payments	Different amounts each month (water bills)	Y	
530	UB	CSH	Recording Payments	System provides refund to customer account for overpayment through accounts payable <u>or can apply a credit to the customer account</u>	Y	



531	UB	CSH	Web Payments	System allows customers to create an account and make web payments to any receivable in the system	ND	For a Citizen to make a payment, they must have an existing utility account. The outstanding A/R Balance would need to be made available to SpryCIS via integration. Further discussion required on what the Client's permitting system is and what integration methods are available (API, File Exchange, etc...).
532	UB	UB	Account Close	Ability, as soon as a meter reading is obtained, to calculate a final bill with deposit applied and print on printer associated with the workstation	Y	
533	UB	UB	Account Close	Calculates final bills during any cycle, based on the internal system issuance of a turn-off service order, or closing/transfer of a customer account	Y	
534	UB	UB	Account Close	Permit off-cycle billing for accounts that have been disconnected in order to get final bills to customer as soon as possible	Y	
535	UB	UB	Account Close	System applies deposit amount to final bill	Y	
536	UB	UB	Account Close	System refunds remaining deposit through AP. System has integrated link to AP.	Y	
537	UB	UB	Account Information	System tracks account for each service at each location	Y	
538	UB	UB	Account Information	Accounts support multiple service types (eg. Electric, Water, and/or Wastewater	Y	
539	UB	UB	Account Information	Accounts linked to customer	Y	

540	UB	UB	Account Information	System creates parent/child relationship with accounts/customers (landlord/tenant)	Y	
541	UB	UB	Account Information	System tracks deposit for service on account	Y	
542	UB	UB	Audit	System creates audit log that tracks changes to existing records, new records, and deletions of records	Y	
543	UB	UB	Audit	Audit log tracks user making change, time, date of change	Y	
544	UB	UB	Audit	Audit log tracks new value and old value for changes	Y	
545	UB	UB	Collections	System provides mail merge templates that use system information to generate customer letters	Y	
546	UB	UB	Collections	System provides file for third party bill printer	Y	
547	UB	UB	Collections	System automatically applies late penalties to any overdue payments	Y	
548	UB	UB	Collections	System generates reminder notices for late payments	Y	
549	UB	UB	Collections	System provides statement with all outstanding payments and late charges	Y	
550	UB	UB	Collections	System generates statement with outstanding charges, penalties/interest	Y	
551	UB	UB	Collections	System generates statements with consumption history	Y	
552	UB	UB	Customer Account	System tracks customer information for multiple accounts	Y	
553	UB	UB	Customer Account	System tracks customer owning multiple properties	Y	
554	UB	UB	Customer Account	System tracks history of customer	Y	
555	UB	UB	Customer Account	System tracks history of location	Y	
556	UB	UB	Customer Account	System tracks active/inactive deposit for service on customer_	Y	

557	UB	UB	Customer Account	System refunds deposit upon closing account	Y	
558	UB	UB	Customer Account	System supports transfer of service where one account is closed and another opened without loss of data on customer history	Y	
559	UB	UB	Customer Account	System maintains alternate address for customers	Y	
560	UB	UB	Customer Account	System identifies time period to send bill to alternate address (example: snow birds)	Y	
561	UB	UB	Documents	System allows attached documents to be stored directly in system	Y	
562	UB	UB	Documents	System-generated documents to be stored in LaserFische and referenced in ERP	ND	SpryCIS includes native document storage capabilities for all documents generated in SpryCIS (Bills, Collection Notices, etc....). There should not be a need to interface with Laserfiche for the utility software although we have API endpoints available if the Client would like us to.
563	UB	UB	General Billing	System maintains multiple rate tables that can determine charges by type of service	Y	
564	UB	UB	General Billing	System maintains multiple rate tables that can determine charges by type of service type of customer (residential / industrial)	Y	
565	UB	UB	General Billing	System maintains multiple rate tables that can determine charges by consumption	Y	

566	UB	UB	General Billing	System maintains multiple rate tables that can set flat fee charges	Y	
567	UB	UB	General Billing	Rate tables can be set to tiered rate tables with consumption charged at marginal rate for each unit of consumption	Y	
568	UB	UB	General Billing	Rate tables can be set to consumption charged one rate depending on total usage	Y	
569	UB	UB	General Billing	Rate tables can be set to flat fee (service charge)	Y	
570	UB	UB	General Billing	Tables can accommodate negative rates	Y	
571	UB	UB	General Billing	System provides ability to consolidate all accounts for customer on one bill	Y	
572	UB	UB	General Billing	System provide bills monthly for customers	Y	
573	UB	UB	General Billing	System has capabilities for MN Cold Weather Rules implementation and sales tax exempt for water and sewer and only electric during cold weather months.	Y	
574	UB	UB	General Billing	System generates bills on multiple billing cycles	Y	
575	UB	UB	General Billing	System provides for automatic calculations for net metering, time of use metering, and subtractive metering.	Y	
576	UB	UB	General Billing	System has option to determine who receives bills (tenant, landlord)	Y	
577	UB	UB	General Billing	System has option to determine who receives bills by service type (landlord gets water; tenant gets electric)	Y	
578	UB	UB	General Billing	System generates bill to multiple recipients (tenant gets bill, landlord gets notice)	Y	

579	UB	UB	General Billing	Third party receives bill instead of account owner	Y	
580	UB	UB	General Billing	System calculates discount for seniors	Y	
581	UB	UB	General Billing	System supports budget billing (smoothing bill amount based on annual average)	Y	
582	UB	UB	General Billing	System supports electronic billing	Y	
583	UB	UB	General Billing	Email copy of bill to customer	Y	
584	UB	UB	General Billing	Customer access bill from online portal	Y	SrpyEngage
585	UB	UB	General Billing	System supports estimated billing (monthly billing with bi-monthly meter read)	Y	
586	UB	UB	General Billing	System provides option to consolidate some of accounts on single bill while providing separate bills for others	Y	
587	UB	UB	General Billing	System prints bill with consumption amount	Y	
588	UB	UB	General Billing	System prints bill with bar code	Y	
589	UB	UB	General Billing	System prints bill with graphical display of usage	Y	
590	UB	UB	General Billing	System prints bill with notes / Special Instructions to Customer	Y	
591	UB	UB	General Billing	System provides capability to print bill from GRPU printer (individual bills on demand)	Y	
592	UB	UB	General Billing	System allows GRPU to adjust bill for miscellaneous charges (e.g. turn on/turn off, damaged meter, work order costs, leaks, etc.) <a href="#">including description of charge</a>	Y	
593	UB	UB	General Billing	System supports budget billing where annual estimated charges are identified and bills are equalized across months	Y	

594	UB	UB	General Billing	System will automatically maintain a reserve account for level billing enrollees	Y	
595	UB	UB	General Billing	System provides a bill template which can be easily changed.	Y	
596	UB	UB	Location Information	System tracks history of all accounts at location	Y	
597	UB	UB	Location Information	Location linked to GRPU's GIS for parcel/ property data	Y	
598	UB	UB	Location Information	System identifies parcel by multiple IDs (old GRPU ID, new GRPU ID, etc.)	Y	
599	UB	UB	Location Information	Location stores service availability information	Y	
600	UB	UB	Meter Information	System interfaces with AMI for water consumption data	Y	SpryIDM
601	UB	UB	Meter Information	System interfaces with AMI to record meter asset information for each premise/ account	Y	SpryIDM
602	UB	UB	Meter Information	System tracks meter inventory	Y	
603	UB	UB	Meter Information	System tracks meter change-out history	Y	
604	UB	UB	Security	System uses role based security where security roles are tied to users	Y	
605	UB	UB	Security	System uses role based security where security roles are tied to positions	Y	
606	UB	UB	Security	Security settings can be set for data (by chart of accounts)	Y	
607	UB	UB	Security	Security integrates with Microsoft Active Directory for user authentication	Y	
608	UB	UB	Self Service	System allows new customer to complete service application online	Y	SpryEngage
609	UB	UB	Self Service	System allows customer to upload documents online	Y	SpryEngage

610	UB	UB	Self Service	System allows customer to provide deposit online	N	A customer needs to exist in SpryCIS prior to being able to access SpryEngage the customer self-service portal. It would be possible to have an Application for Service Form on the Utility Website with a link to "One-Time-Pay" with Invoice Cloud. Needs further discussion.
611	UB	UB	Self Service	System allows users access online payment portal to view current and past bills	Y	SpryEngage
612	UB	UB	Self Service	System allows users access online payment portal to review consumption information	Y	SpryEngage
613	UB	UB	Self Service	System allows users access online payment portal to view payment history	Y	SpryEngage
614	UB	UB	Self Service	System allows users access online payment portal to make payment	Y	SpryEngage
615	UB	UB	Self Service	System allows customer to make payment via credit card	Y	SpryEngage
616	UB	UB	Self Service	System allows customer to make payment through direct withdrawal from checking account	Y	SpryEngage
617	UB	UB	Self Service	Customer can set up automatic payments on website through bank draft	Y	SpryEngage
618	UB	UB	Service Requests	Associate service request linked to Utility Billing account number	Y	SpryMobile
619	UB	UB	Service Requests	System generates service request for turn on/turn off	Y	SpryMobile
620	UB	UB	Service Requests	System provides report of customer accounts that have been paid since turn off	Y	SpryMobile

621	UB	UB	Service Requests	System generates service request for meter upgrade	Y	SpryMobile
622	UB	UB	Service Requests	Completion of <u>tasks in</u> service request updates utility billing information	Y	SpryMobile
623	UB	UB	Service Requests	Attachments to customer record of service requested completed which are searchable.	Y	SpryMobile
624	UB	UB	Service Requests	System records the communication from and between the customer <u>and utility in</u> a searchable format.	Y	SpryMobile
625	UB	UB	Service Requests	System provides mobile access for meter readers and alert crews	Y	SpryMobile
626	UB	UB	Service Requests	System provides closeout of service orders and if work order is needed <u>ed</u> to integrate with CityWorks – work order system.	Y	SpryMobile
627	UB	UB	Sewer Billing	Tiered rate structure using water consumption	Y	
628	UB	UB	Sewer Billing	System supports wastewater meter for industrial users	Y	
629	UB	UB	Sewer Billing	System supports deduct meter (reduce wastewater charge by irrigation use)	Y	
630	UB	UB	Sewer Billing	System charges administrative fee for deduct meters	Y	
631	UB	UB	Stormwater	Tiered rate structure based on acreage for parcel	Y	SpryCIS supports flexible rate configurations for stormwater or REU's.
632	UB	UB	Stormwater	System interfaces to GIS for parcel acreage	Y	SpryCIS supports flexible rate configurations for stormwater or REU's.
633	UB	UB	Billing	Billed by consumption using tiered rate structure by type of Customer	Y	
634	UB	UB	Billing	Billed by consumption using tiered rate structure by meter size	Y	



635	UB	UB	Billing	System accommodates meter reads with different units (some meter read in CCF, others in gallons)	Y	
636	UB	UB	Billing	Billing rates have minimum charge with allowable usage	Y	
637	UB	UB	Billing	System will combine multiple meters for one account	Y	
638	UB	UB	Billing	System supports deduct metering	Y	
639	UB	UB	Workflow	Workflow can be routed to named users for approval	Y	
640	UB	UB	Workflow	Workflow can be routed to roles for approval	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.
641	UB	UB	Workflow	Workflow can be routed to positions for approval	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-

						In/Move Out, New Service, etc.
642	UB	UB	Workflow	Workflow can be routed to requestor's supervisor	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.

643	UB	UB	Workflow	Workflow approval can be sequential (person B can't approve before person A)	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.
644	UB	UB	Workflow	Workflow approval can be concurrent (person A and person B can approve at the same time - approval from both required)	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.

645	UB	UB	Workflow	Workflow approval can be group approval (approval required from person A or person B -or anyone with similar role)	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.
646	UB	UB	Workflow	Workflow approval process can include both reviewer and approver (approver must approve requisition to move forward. Reviewer is notified, but lack of action does not hold up process-notify only)	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.

647	UB	UB	Workflow	Approver notified of workflow items through email	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.
648	UB	UB	Workflow	Approver notified of workflow items through system notification on dashboard	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.

649	UB	UB	Workflow	Approver can approve workflow	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.
650	UB	UB	Workflow	Approver can deny/reject workflow	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.

651	UB	UB	Workflow	Approver can place on hold workflow	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.
652	UB	UB	Workflow	Approver can forward workflow approval	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.

653	UB	UB	Workflow	Approver can enter notes into approval providing explanation of response	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.
654	UB	UB	Workflow	Original requestor can view status of workflow approval path	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.



655	UB	UB	Workflow	Notification to requestor via email with updates as requisition moves through milestones	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.
656	UB	UB	Workflow	Workflow approvals can be re-routed to secondary approver without having to re-initiate the workflow from the beginning if primary approver is out (example: on vacation, sick)	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.

657	UB	UB	Workflow	Workflow approvals can be re-routed to secondary approver if primary does not respond in pre-defined period of time	ND	Task Management allows creation of tasks which can be assigned to other users. In addition there are approval workflows with thresholds for processes like adjustments or credits. There is no overarching BPM or Workflow Engine but there are multiple workflows including Forms, Service Orders, Move-In/Move Out, New Service, etc.
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**Additional Requirements/ Functions**

- a. Customer Deposits – able to apply interest earned from customer deposits on a monthly basis to the customer and reduces the customer’s monthly bill (MN Law)
- b. Customer Deposits – able to apply an interest rate annually to customer active and inactive deposits
- c. Recording payment - ability to apply a payment to a special payment arrangement fully or partially
- d. Recording payment – ability to have a negative service payment showing on the bill (third party payments for fuel assistance – specific electric)
- e. Account Close – transfer an account without a final bill
- f. Meter information – meters and nodes (water)
- g. Electric Billing Section – just like water and Sewer billing and stormwater billing
  - i. Bills generated by net metering, subtractive metering, and time of use metering
- h. Electric Billing – rate tables accommodate tier billing
- i. General Billing items
  - i. Ability to round up bills to the nearest dollar to accommodate a “round up/caring fund program”
  - ii. Breakdown credits by service type on bill
  - iii. Can use estimated meter reads to calculate a customer bill
  - iv. Ability to put one or a group of bills on hold and process the remaining bills
  - v. Ability to calculate a negative bill (solar customers)
- j. Reports
  - i. Exempt sales by service type and total for the month





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PUBLIC UTILITIES**  
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## Exhibit B – Pricing Schedule

*45 Queen Street  
Charlottetown,  
PE  
C1A 4A4, Canada*

[sprypoint.com](http://sprypoint.com)



tmp8BFF

*Item 13.*



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# Introduction

This Pricing Schedule is made by and between the Parties identified below on the date indicated as of the execution of the Master Subscription Agreement (“Effective Date”).

SpryPoint Services Inc.	Grand Rapids Public Utilities
45 Queen Street Suite #401 Charlottetown, PE C1A 4A4	500 SE 4 <sup>th</sup> Street Grand Rapids, MN 55744
Kevin Clancey Chief Business Development Officer	Jean Lane
902-629-9100	218-326-7199
kclancey@sprypoint.com	jmlane@grpuc.org

The contents within this document will be governed by the terms and conditions of the Master Agreement between the Parties.

## SpryPoint SaaS Products and Pricing

### SpryPoint SaaS Products

The business scope of SpryPoint’s software-as-a-service application(s) are defined as follows:

#### **SpryCIS - Customer Information System**

SpryCIS will, at a minimum, provide functions and processes to support customer service and customer account management, meter reading and consumption/usage collection and information, meter equipment/inventory records and location data, other billing related inventory records, field service order requests, rate, fee and tariff storage to be used in mass calculation, billing calculation and production of billing statements, and financial processing to include processing of payments, adjustments, past due collections actions and notifications, unpaid debt processing, and financial reconciliations.

**Integration** as defined within Exhibit A - Implementation Statements of Work and final accepted work product

**Reporting/Data Access** as defined within Exhibit A - Statements of Work and final accepted work product

## **SpryEngage – Customer Engagement Platform**

SpryEngage will, at a minimum, provide the functions and processes to support Customer Self-Service and Engagement including:

### **Customer Facing**

- Customer Registration & Login
- Mobile Access via responsive web design
- Customer Dashboard
- Profile Management
- Alert Sign-up & delivery
- Guest Access
- Interactive Consumption Presentation
- Bill Display
- Electronic Billing
- Payment Processing
- Electronic Forms Submissions

### **Administrative**

- Administrative Dashboard
- Reporting & Analytics
- Customer Masquerading

## **SpryIDM – Interval Data Management**

SpryIDM will at a minimum provide:

- Storage and programmatic access to 3 years of interval data.
- Access to interval data for meters, service points, and collections of meters.
- Ability to standardize and normalize interval data that can be aggregated and analyzed and correlated to other data for presentation of interactive consumption charts of interval data to customers
- Ability to automatically send alerts to customers (SMS, Voice, Email) for continuous usage (leaks) or other events.



## **SpryMobile – Mobile Field Service**

SpryMobile will, at a minimum, provide the functions and processes to support the creation of short cycle work including at a minimum:

- Service orders,
- Scheduling
- Dispatch
- Mapping
- GIS Layers
- MyWork
- Notifications
- Real-Time Connectivity back to SpryCIS.

SpryMobile will provide the ability to accept, process, complete and utilize relevant data from SpryCIS, and allow field users to process updates and notifications in real-time.

**Integration** as defined within Exhibit A - Implementation Statements of Work and final accepted work product

**Reporting/Data Access** as defined within Exhibit A - Implementation Statements of Work and final accepted work product

## **SaaS Pricing Schedule**

The table below provides the details of the SpryPoint Software-as-a-Service products purchased, the usage metrics and amounts, and the annual fees for the initial subscription term.

SpryPoint SaaS Application Name/Module	Environments Included during implementation*	Environments included after go-live*	Usage Metric	Quantity Subscribed	Price per metric	Annual Subscription Amount for Initial term
SpryCIS – Customer Information System	Production (1), Staging (1) Sandbox (1)	Production (1) Sandbox (1)	Active Accounts	7500 Electric 3500 Water	\$3.00 per Active Account in blocks of 500	\$35,250
SpryEngage – Customer Engagement Platform	Production (1), Staging (1)	Production (1)	Active Accounts	7500	\$1.50 per Active Account in blocks of 500	\$11,250
SpryMobile – Mobile Field Service	Production (1), Sandbox (1)	Production (1)	Full Users Light Users	5 Full Users	\$100/per Full users/month \$50/per	\$6,000

					Light user/Month	
SpryIDM – Interval Data Management	Production (1), Sandbox (1)	Production (1)	Active Accounts	7500	\$1.00 per Active Account in blocks of 500	\$7,500
Total Annual Fee						\$60,000

\* Upon mutual agreement between SpryPoint and Client, other environments may be established for specific purposes throughout the implementation (Eg, Test & Train) and will not result in additional cost to Client. If additional dedicated environments are required post go-live there may be additional fees required.

\*\* Please see pricing summary for full pricing overview, subject to changes mutually agreed upon throughout the project.

## SaaS Software Usage Metrics

Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12-month period and are for Production Environment only. Client is licensed "up to" the Usage Metric Limitation.

## Usage Metric Definitions

### Accounts

Accounts are defined as "Active Accounts" within the CIS. An account is no longer considered Active when it is ineligible to receive a Statement and is no longer subject to ancillary processes such as penalties, collections routines or external communication from SpryCIS. Active accounts are audited based on a variance of +/-500 accounts for the purposes of pricing updates as outlined in the auditing process below.

### Full Users

Full Users are defined as users who can access all SpryMobile's functionality to create, edit, and share data.

### Light Users

Light Users are defined as users who have read only access to data within SpryMobile.

## Archived Users

Archived Users are defined as user accounts that are no longer active or required. It is the Client's responsibility to archive users. All records associated with the archived user are maintained within the application for data integrity and activity logging, but archived users are not able to login or access resources within the application.

## Testable Assembly

Testable Assembly is defined as an assembly which is associated with a location and is subject to test notices and test entry submission, regardless of the frequency of notices and entry.

## Usage Metric Verification Process

Client has access to self-service metric usage on demand and within the Service. Client System Administrators can add or remove Accounts and Users as needed. It is the Client's sole responsibility to archive users in SpryMobile if they are no longer being used.

SpryPoint may verify metrics through a quarterly audit and will bill any changes annually. Audit results will be shared with Client. Any use exceeding or decreasing from the usage metrics within scope and defined above will be subject to fee adjustments as indicated above. Fees accrue in the calendar month the excess use began and accordingly fees decrease from the calendar month of decreased use. For example, if in the first subscription year:

Annual Subscription Invoicing of 25,000 Active Accounts = \$75,000

- Quarter 1 Audit = An average of 24,900 Active Accounts during the quarter = \$0.00 increase or decrease.
- Quarter 2 Audit indicates an average of 25,300 Active Accounts during the quarter = \$1500 increase (\$3 per account x block of 500) prorated for the remaining term of the active subscription period (6 months), to be added to the subsequent renewal period.
- Quarter 3 Audit indicates an average of 24,443 Active Accounts during the quarter = \$1500 decrease (\$3 per account x block of 500) prorated for the remaining term of the active subscription period (3 months), to be applied as a credit against the subsequent renewal period.
- Quarter 4 Audit indicates an average of 24,900 Active Accounts during the quarter.



Next Annual Subscription Invoicing for 25,000 Active Accounts:

$$\begin{aligned} &(\$75,000* \text{Renewal Year Escalation Rate of } 3\%) \\ &+ \\ &((\$1500* \text{Previous Year Escalation Rate of } 0\%) * (2/4)) \\ &- \\ &((\$1500* \text{Previous Year Escalation Rate of } 0\%) * (1/4)) \\ &= \\ &\$77,625 \end{aligned}$$

The average number of active accounts during per quarter is calculated as:

(Total Active Accounts during the Quarter/3)

If Client disputes any audit results, that dispute will be resolved as a Disputed Matter pursuant to Section 6.5 of the Master Subscription Agreement.

### **SaaS Products and Subscription Initial Term**

The Initial Term of this agreement shall be for a period of one (1) year.

### **Annual Renewal**

Unless stated otherwise, the Initial Term and any subsequent renewals will automatically renew for terms of 12 months, unless Client notifies SpryPoint of their intention not to renew.

### **Annual Escalation**

When the initial term comes to an end, each subsequent renewal of the SaaS Pricing will be subject to a pricing adjustment which will occur at the higher of the following parameters:

- a) 5% per year

### **Initial Implementation Fees**

The description of the initial Implementation is included within Exhibit A - Statement of Work (SOW) of the Master Subscription Agreement.



# Billing/Invoicing

All invoices will be in US Dollars. Annual SaaS fees for the Initial Term will be invoiced upon contract execution. Annual SaaS fees for each subsequent annual term, including any applicable metric usage updates, will be invoiced at the yearly anniversary. Any Statement of Work or Change Order Fees will be billed according to the Payment Schedule determined within the associated Statement of Work.

Below is the client contact information for the administration of all audit information, invoicing, and any technical administration:

Business Service Manager  
GRAND RAPIDS PUBLIC UTILITIES COMMISSION  
500 SE 4<sup>th</sup> Street  
Grand Rapids, MN 55744  
[accountspayable@grpuc.com](mailto:accountspayable@grpuc.com)

# Additional Terms

## Integrated Notification Services:

The SpryPoint platform includes integrated notification services which can be enabled by Client for the purposes of customer alerts and notifications. SpryPoint's Notification services include:

- Inbound & outbound SMS text messaging
- Outbound voice messaging
- Inbound & outbound email messaging

The ongoing usage costs will be invoiced quarterly based on actual usage according to the following table.

<u>Service</u>	<u>Rate</u>
Inbound & Outbound SMS Messaging	\$0.02 / Message segment
Local Outbound Voice Messaging	\$0.03 per minute
Toll-Free Outbound Voice Messaging	\$0.03 per minute
Optional Random Short Code	\$15,000/year

All fees are exclusive of any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges. Client will pay all communications surcharges associated with your use of the Integrated Notification Services. Communications Surcharges will be shown as a separate line item on an invoice.

The character limit for a single SMS message is technically 160 characters. However, most modern phones and networks support message concatenation which means they split large messages into individual SMS messages (called "segments") and then re-create the large message at the receiving end.

When Client sends an SMS message containing more than 160 characters, the message will be split into smaller messages for transmission. Large messages are split into 153-character 'segments' and sent individually, then re-assembled by the recipient's device. For example, a 161-character message will be sent as two messages: one with 153 characters and a second with eight characters. SpryPoint will invoice Client for every segment sent.

## Pricing Summary

### Pricing Summary

# SpryPoint

## Grand Rapids Public Utilities

	<u>Annual Cost</u>	<u>Implementation Cost</u>	<u>Solution Cost</u>
SpryCIS	\$ 35,250	\$ 336,400	\$ 371,650
SpryEngage	\$ 11,250	\$ 25,600	\$ 36,850
SpryIDM	\$ 7,500	\$ 6,400	\$ 13,900
SpryMobile	\$ 6,000	\$ 20,800	\$ 6,000
<b>Total</b>	<b>\$ 60,000</b>	<b>\$ 389,200</b>	<b>\$ 449,200</b>

### Travel

25,0000

\*Subject to change order process if mutually agreed changes are required.



tmp8BFF

Item 13.

## Grand Rapids Public Utilities

### Software as a Service Fees

	Year 1	Year 2	Year 3	Year 4	Year 5
SpryCIS	\$ 35,250	\$ 37,013	\$ 38,863	\$ 40,806	\$ 42,847
SpryMobile	\$ 6,000	\$ 6,300	\$ 6,615	\$ 6,946	\$ 7,293
SpryEngage - Customer Engagement	\$ 11,250	\$ 11,813	\$ 12,403	\$ 13,023	\$ 13,674
SpryIDM - Interval Data Management	\$ 7,500	\$ 7,875	\$ 8,269	\$ 8,682	\$ 9,116
<b>Total</b>	<b>\$ 60,000</b>	<b>\$ 63,000</b>	<b>\$ 66,150</b>	<b>\$ 69,458</b>	<b>\$ 72,930</b>

### Implementation

	Year 1	Year 2	Year 3	Year 4	Year 5
Project Management	\$ 72,000	\$ -	\$ -	\$ -	\$ -
Deploy	\$ 800	\$ -	\$ -	\$ -	\$ -
Analysis Workshops	\$ 22,000	\$ -	\$ -	\$ -	\$ -
Data Conversion	\$ 32,000	\$ -	\$ -	\$ -	\$ -
Reporting & Dashboards	\$ 9,600	\$ -	\$ -	\$ -	\$ -
Integrations	\$ 16,800	\$ -	\$ -	\$ -	\$ -
Configuration	\$ 99,200	\$ -	\$ -	\$ -	\$ -
Training	\$ 22,400	\$ -	\$ -	\$ -	\$ -
Testing	\$ 46,400	\$ -	\$ -	\$ -	\$ -
Mock Cutover	\$ 16,000	\$ -	\$ -	\$ -	\$ -
Cutover	\$ 16,000	\$ -	\$ -	\$ -	\$ -
Post Implementation Stabilization	\$ 36,000	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 389,200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Travel	\$ 25,000				
<b>Year 1 TOTAL</b>	<b>\$ 474,200</b>				





CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE



**GRAND RAPIDS  
PUBLIC UTILITIES**  
*Service is Our Nature*

## Service Level Agreement

September 2023

*45 Queen Street  
Charlottetown, PE  
C1A 4A4, Canada*

[sprypoint.com](http://sprypoint.com)



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## Introduction and Overview

SpryPoint's applications are delivered as a service in the cloud. Integrating software development and support is the optimal way to serve customers. SpryPoint's Customer Success Team works with the product engineers that build, implement, test, and maintain our applications.

This Service Agreement defines the general technology as well as the scope of the Ongoing Production Support Services for SpryPoint's software-as-a-service. At a high level, this includes:

- Application support and maintenance
- Management of updates and enhancements
- Technology infrastructure management
- Backup and recovery
- High availability, disaster recovery, and business continuity
- Database management
- Network configuration and monitoring
- Security
- Operations and service delivery management
- Help desk/support
- Reporting/Performance measurement tools

These Services may be supplemented by change requests agreed upon by the parties in writing.

This Agreement describes the responsibilities of all parties, the scope, and approach to the delivery of the services specified herein ("the Services").

The transition to the Customer Success team will occur when:

- All severity 1 and 2 issues have been resolved
- All severity 3 issues have a defined plan for resolution
- The Post Go Live Support as defined in the Statement of Work is complete
- A finalized punch-list of any outstanding items has been created and responsibilities assigned.

The transition involves:

- Formal knowledge transfer between SpryPoint's Service Delivery and Customer Success Teams
- An introductory meeting with the client, SpryPoint's Project Manager and SpryPoint's Customer Success Team.

This Agreement is specific to SpryPoint's software-as-a-service applications operating in a production environment as described in the current Pricing Schedule incorporated as part of this Agreement. Any non-production or test environments are expressly excluded from this or any other Service Agreement.



## Definitions

These terms shall have the following meanings whenever used in this Agreement.

**“Assist”** means the party which may provide input into a task and/or be consulted before a decision or action is performed.

**“Business Hours”** – means 8:00 a.m. – 4:00 p.m. Eastern Time, Monday – Friday (excluding holidays)

**“Demarcation Point”** means the outer most point of connectivity to the Service(s) public or private endpoints such as the data centers, infrastructure, and applications provided by SpryPoint.

**“Environment”** – provides resources and services over the Internet and access through a web browser or client software.

- Production Environment – is where the latest version of the SpryPoint application is deployed and available to the intended users.
- Staging Environment – an environment, used for testing, that mirrors the production environment as closely as possible.

**“Impact”** – means the influence of an event on the organization or organization’s customers.

**“Issue”** – is a disruption to everyday operations that may or may not have significant consequences.

**“Lead”** means the party with final decision-making authority, accountability, and responsibility for task completion; this party needs to make sure the work gets done.

**“Outage”** means the total minutes the service is unavailable outside the scheduled maintenance window.

**“Response Time”** – means the number of Support Hours in which a member of the SpryPoint team will respond to a new issue.

**“Resolution Target”** – means the number of Business Hours in which an issue should be resolved following the identification of its root cause.

**“Update Frequency”** – means the number of Support Hours in which the SpryPoint team will provide an update to an unresolved issue.

**“Scheduled Maintenance”** means the total minutes of planned maintenance activities per month. Currently, scheduled maintenance is 4 hours for weekly maintenance and 4 hours for monthly maintenance. Maintenance windows are defined further in System Maintenance and are subject to change on 30 days’ notice from SpryPoint.

**“Severity”** – is used to understand the impact of an issue quickly and set priorities for resolution target and is measured by how severely the issue is affecting functionality.

**“Support Hours”** – mean 8:00 a.m. – 8:00 p.m. Eastern Time, Monday – Friday (excluding holidays)

**“Support Request”** – means a request to support the resolution of an Issue when further assistance is needed from technical experts.

**“Tiers”** – represents the complexity of the issue reported.



**“Total”** means the total minutes the service is available less those exceptions listed under Service Availability.

**“Monthly Uptime”** means the total minutes the Service is available in a calendar month.

## Scope of Service/Responsibilities

### 1.1 Ongoing Support and Subscription Services

#### Application Support

The table below describes the application support functions provided in the service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Provide Tier 1 help desk and application support such as, user password management	Assist	Lead
Attempt to resolve Tier 1 issues using existing knowledge base	Assist	Lead
Maintain and update SpryPoint’s knowledge base and other documentation	Lead	N/A
Make determination to escalate and submit Tier 1 issues to Tier 2	Assist	Lead

#### Service Request Management

Provide technical and functional troubleshooting for Tier 2 issues	Lead	Assist
Work with Client to determine if an issue is for new system functionality (change) or requires assistance (bug)	Lead	Assist
Provide a web-based system for issue tracking	Lead	N/A
Work with Client to assign proper severity of issue based on definitions	Lead	Assist
Provide issue tracking and reporting	Lead	N/A
Work with client to resolve Tier 2 and Tier 3 issues	Lead	Assist
Monitor, measure, and report on the status of Tier 2 and Tier 3 issues	Lead	Assist
Resolve Tier 2 and Tier 3 issues	Lead	Assist
Provide analysis of recurring issues and establish a resolution or work around for such issues.	Lead	Assist
Work with Client in reporting and resolving unplanned outages of any component or environment.	Lead	Assist
Provide root cause feedback for all Severity Level 1 issues	Lead	Assist
Escalate issues as needed	Lead	Assist
Promptly report outages and service interruptions	Lead	Assist

#### Application Support

Provide application support to the functional process owners	Lead	Assist
Address functional issues and questions involving “how to” raised by end-users	Assist	Lead
Work with departments to leverage software to streamline business processes	Assist	Lead
Assist with system functionality and process flow questions for software and reports	Assist	Lead



Provide functional support for first time processing of critical client business processes	Lead	Assist
Focused functional process support (i.e., end of year processing)	Assist	Lead
Maintain application releases of the current software in the production environment	Lead	N/A
Assist in reporting product issues to software vendor support and obtaining resolution	Assist	Lead
Provide availability management and support	Lead	N/A
Provide maintenance and support for all integrations	Lead	Assist
Provide maintenance and support for all reports	Lead	Assist
Provide maintenance and support for all scheduled jobs	Lead	Assist
Provide functional testing support	Assist	Lead
Deploy required application software	Lead	N/A
Provide post-deployment verification testing of required software	Lead	Assist

**Security Administration**

Provide application security maintenance and administration	Lead	N/A
Conduct user access management and review	Assist	Lead
Maintain and support firewall subsystem software components where applicable (e.g., patches and software upgrades) on Client hardware and software.	N/A	Lead
Monitor virus/security alerts and vulnerabilities from manufacturers and determine appropriate action per procedure.	Lead	Assist

**Operational Support**

The table below describes the operational support functions provided in the service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client

**Hosting Services**

Provide hosting services	Lead	N/A
Provide for a replicated system architecture	Lead	N/A
Provide disaster recovery services including system and data restoration	Lead	N/A
Conduct periodic testing of the disaster recovery solution	Lead	N/A
High availability and continuity of the service including load balancing to redirect traffic, multi-zone databases, auto-scaling instances based on application and processing load	Lead	N/A
Provide for secure transmission of data being stored and/or archived	Lead	N/A
Provide toll-free support line.	Lead	N/A
Provide hosting services	Lead	N/A

**Database Management**

Perform database administration	Lead	N/A
Perform database monitoring	Lead	N/A
Perform database tuning	Lead	N/A
Perform database security	Lead	N/A
Perform database procedures	Lead	N/A
Perform scheduled maintenance procedures	Lead	N/A
Perform database patching and updates/service packs	Lead	N/A
Communicate patch and update impact analysis	Lead	N/A
Perform database capacity planning	Lead	N/A



Perform database refresh/clones	Lead	N/A
Perform database backup and recovery	Lead	N/A
Perform any data purging or archiving as required.	Lead	N/A

**Release Management**

Assess impacts of new releases to the environment	Lead	Assist
Perform Client-requested periodic refreshes of the non-production environments from the production environment up to twice per calendar month	Lead	Assist
Perform application upgrades	Lead	Assist
Perform maintenance pack installations	Lead	Assist
Perform emergency release updates as needed.	Lead	Assist

**Access Management**

Manage administrative user access to the environments	Assist	Lead
Manage user access at the operating level	Assist	Lead
Manage application users and their access to the various environments	Assist	Lead

**Performance Management**

Monitor system performance	Lead	N/A
Monitor application performance	Lead	N/A
Monitor scheduled job performance	Lead	Assist
Analyze performance related issues to identify factors impacting performance	Lead	Assist

**Technology Infrastructure Services**

The table below describes the technology infrastructure functions provided in the service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client

Review and resolve technical issues with the system	Lead	Assist
Assist with system debugging and issue resolution	Lead	Assist
Resolve system technical issues with scheduled jobs and reports	Lead	Assist
Answer technical questions for day-to-day maintenance	Lead	Assist
Perform system administration	Lead	Assist
Provide system monitoring and tuning	Lead	Assist
Provide system capacity planning	Lead	Assist
Provide storage capacity planning	Lead	Assist
Provide workload management and support	Lead	Assist
Perform infrastructure maintenance and support	Lead	Assist
Manage the testing of all application and system changes prior to applying to production	Lead	Assist
Perform updates/service packs on application infrastructure	Lead	N/A
Perform system patching and updates/service packs (desktop)	N/A	Lead
Provide change bundling analysis to reduce the frequency and length of time required to apply changes	Lead	N/A
Provide a back-out plan for changes to the various environments	Lead	N/A
Apply code patches for application software	Lead	N/A



Implement minor technology updates	Lead	N/A
Provide system maintenance scheduling and coordination	Lead	N/A
Report system outages and service interruptions	Lead	Assist
Provide infrastructure monitoring and alerting	Lead	N/A
Provide set-up, maintenance, and support for the following environments:		
Production	Lead	N/A
Staging	Lead	N/A
Sandbox (where applicable)	Lead	N/A

## 1.2 Billable Services

There will be instances where a client request is beyond the scope of the original contract. Any out-of-scope item is considered an enhancement or a change to the service and should be directed to our Customer Success team through regular support request options. Enhancement requests would include new functionality and features. Change requests would include changes to the services or responsibilities of the service.

Examples of billable services that require a quote:

- Requests for new reports
- Requests for changes to current reports\*
- New configuration/setup
- Rate changes
- Changes to bill print/template
- Changes to forms or letters

\* Note: Correcting errors on current reports or configuration errors shall not be considered out-of-scope support services.

## 1.3 Quote Process

The client may request additional services or modifications to the application at any time. All Changes will be documented and approved, regardless of whether there is an associated cost for the change.

Requests for changes should be made to SpryPoint's Customer Success Team. They will review the request and create a quote to include the following:

- A description of the problem that needs to be solved or the issue to be addressed.
- A description of the solution to the problem or issue to be addressed, including the use/business case and/or reason for the Change and suggested solution.
- An estimated delivery time
- If applicable, any fees/cost and expenses associated with the Change.

The Change process is defined below. The Change must be approved by both SpryPoint and the Client before any work related to a Change is completed.

- Identify the requested Change
- Identify and document the solution and scope of work associated with the Change requested
- Estimate required effort, and any associated costs





- Submit for review and approval by the Client and SpryPoint Management Team
- If not approved, no changes are completed, and the Change request is canceled
- If approved, SpryPoint will work with the Client to schedule.
- Monitor and report progress on the Change
- Communicate the Change resolution

### 1.4 Rate Card

Any billable services to the Service beyond go-live will be performed at the then prevailing rate as published by SpryPoint on an annual basis. Any enhancements will be implemented pursuant to the change control process as outlined in the Statement of Work.

## Performance Measurement

### 1.5 Support Level Definitions and Responsible Parties

Client agrees to follow escalation procedures and is responsible for Tier 1 support functions before new application or functionality related to SpryPoint services is enabled in production.

#### Client Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	<ul style="list-style-type: none"> <li>• Provide application navigation tips</li> <li>• Perform password resets or analyze login issues</li> <li>• Answer questions regarding basic operation of the application</li> <li>• Gather information to escalate to Tier 2 support</li> </ul>

#### SpryPoint Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	Maintain documentation to enable Client to resolve most Tier 1 support issues without requiring escalation to specialized application support.
2	<p>In-depth technical support performed by SpryPoint to address issues outside the scope of Tier 1 issues.</p> <p>SpryPoint’s experienced team are available to:</p> <ul style="list-style-type: none"> <li>• Assess issues</li> <li>• Provide solutions</li> </ul>	<p>Provide Tier 2 support for all SpryPoint applications which includes:</p> <ul style="list-style-type: none"> <li>• Advanced technical and system administration responsibilities which may require application log, database access, or other code-related troubleshooting</li> </ul>



- Resolve issues
- Create new features

- Clearly defined points-of-contact, available to receive and appropriately respond to issues from Tier 1 support
- Advice and assistance for the applications and non-programming activities in direct support of users
- Advise Client personnel of estimated time to resolve an issue after root cause diagnosis
- Provide status updates during issue resolution
- Escalate Tier 2 support issues to Tier 3 support at our sole discretion

3 A level of product and service support provided by SpryPoint resources (such as product managers or product team)

Provide Tier 3 support for all SpryPoint applications which includes:

- Data fixes
- Code-related troubleshooting
- Bug fixes

## 1.6 Issue Reporting

The Client shall designate one or more power users to request and receive support services from SpryPoint. These users must be trained on the SpryPoint applications for which they initiate support requests.

To report an issue, submit a support request by:

- Support widget (must be enabled in-app)
- SpryPoint Helpdesk Portal - [support.sprypoint.com](http://support.sprypoint.com)
- E-mail – [support@sprypoint.com](mailto:support@sprypoint.com)
- Phone - 855.TRY.SPRY

Issue reporting shall be available twenty-four (24) hours a day, seven (7) days a week, and 365 days a year.

Before reporting an issue, Client’s personnel must collect as much of the following information as possible:

Criteria	Description/Examples
Date and Time	When did the issue start?
Product/Function	SpryCIS – Meter Reading
General Description	Describe the issue you are experiencing as well as the expected results
Replication	How to replicate the issue
Severity	Per the severity levels defined in this document
Operating System	iOS, Android, Windows, MacOS
Device	iPad, Chromebook, Microsoft Surface, MacBook
Browser	Chrome, Safari, Edge, Firefox
Screenshots	Screenshots of the error will help with troubleshooting

Support requests are submitted to report issues. Once submitted, Client will receive an automated response indicating the request has been received as well as a ticket number.



SpryPoint’s Customer Success Team will address tickets according to the Severity Level. The SpryPoint team will determine the cause of the issue and begin the process for correction and/or remediation. Some possible causes of an issue to be reported are:

**Bug** – an error, flaw, or fault in the application that causes an incorrect or unexpected result or behaviour.

**Configuration Request** – a change or update to the behaviour of an application through a setting in the user interface.

**New Feature Request** – an update to the application to provide new functionality or a new feature.

**Training Issue/Question** – Client does not understand how or why something is behaving the way it is or needs to understand options to change the base behaviour.

**Performance/Service Issue**– generally a high priority, high severity item that includes outages, downtime, and other issues affecting the usability of SpryPoint applications.

Additional detail on the ticket submission process may be found in Appendix A.

### 1.7 Issue Prioritization, Definitions, Responsible Parties, and Targets

Severity Level	Example	Response Target	Resolution Target	Update Frequency
1 – Urgent	<p>Client’s business is not operational due to significant performance issues or outage, creating a substantial impact financially or by the number of customers affected.</p> <p>Critical business function(s) cannot be performed and/or a key component is unavailable or is non-functional. There is no immediate work around.</p> <p>Urgent issues have top priority until resolved</p> <p>Examples of Severity 1 issues includes but are not limited to:</p> <ul style="list-style-type: none"> <li>• System is unavailable (outage),</li> <li>• Unable to perform a key function such as calculation of bills or billing process,</li> <li>• A key function is malfunctioning, creating a severe financial/customer impact</li> <li>• Any Issue that directly relates to one of the functional requirements listed in the Scope of Work.</li> </ul>	1 hour	4 hours	1 hour



	<ul style="list-style-type: none"> <li>Any event that impacts more than 20% of the customer base.</li> <li>Severity Level 1 issues are subject to an Issue Post-mortem by SpryPoint</li> </ul>			
2 – Critical	<p>Client’s business is operational but the ability to perform business functions is severely impacted,</p> <p>A critical business function or functions are partially operational or operating by use of a workaround only sustainable for a short period of time.</p> <p>A critical business function or functions is operating at limited capacity or has a defect which creates errors or atypical results to customer records, transactions, or financials.</p> <p>Examples of Severity 2 issues includes but are not limited to:</p> <ul style="list-style-type: none"> <li>10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly</li> <li>Response times on transactions or screens are 3 times the normal response times (response times must be tracked at go-live for benchmark)</li> <li>Processes take 3 times as long to complete or error out (response times must be tracked at go-live for benchmark)</li> </ul>	2 hours	16 hours	4 hours
3 – Restricted Use	<p>The service is experiencing an issue that can be worked around but is impacting client’s efficient use of the service. The business is operational but with reduced efficiency.</p> <p>Examples of Severity 3 issues includes but are not limited to:</p> <ul style="list-style-type: none"> <li>Single account issue</li> <li>Business function has a slight restriction of function of non-critical nature</li> <li>A work around is required to maintain normal operations</li> <li>Non-performance impacting defect</li> </ul>	4 hours	160 hours	40 hours
4 – Not Urgent	<p>The service is fully functional but may contain a cosmetic flaw, or misspelling.</p> <p>There is no operational, financial, or customer impact.</p> <p>Examples of Severity 4 issues include, but may not be limited to:</p>	8 hours	200 hours	Upon resolution



- A button is out of alignment on the user interface
- Question regarding configuration or functionality
- General inquiries

5	Enhancement request	16 hours	As defined in change process noted in the Statement of Work	As defined in change process noted in the Statement of Work
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### 1.8 Triage

Based on the severity level of the support request, Client can expect a response from the SpryPoint Customer Success Team as indicated in the table above.

During this initial contact, the team has several objectives:

1. Confirm and/or clarify our understanding of the support request. Adjust reported severity level if necessary.
2. Document the use case where the issue occurs.
3. Establish a resolution plan and provide an estimated resolution time if possible.
4. If an estimated resolution time cannot be provided during the initial contact, Client will be provided with an estimate on the timeframe.
5. If the support request is Level 5 (enhancement request), Client will be contacted to discuss the use case and scope of the enhancement. An enhancement specification and quotation will be delivered.
6. Resolution

### 1.9 Resolution

Issue Resolution indicates that the issue has been addressed and resolved, pending confirmation from Client’s power user. If for any reason Client is not satisfied with the resolution, Client may request the issue to be re-opened.

### 1.10 System Maintenance

The primary contact for the ongoing maintenance and support of the application is SpryPoint’s Customer Success team. Although rare, SpryPoint may, at its discretion, schedule a system maintenance window, during which time normal production services may not be available. Planned system maintenance windows are mutually agreed upon with the Client. Whenever possible, SpryPoint will plan Scheduled Maintenance to coincide with Client’s IT system maintenance windows and outside the hours of 8:00 a.m. and 4:00 p.m. Eastern Standard Time.

There may be some instances where updates are required immediately or within a short timeframe to maintain the integrity or functionality of SpryPoint applications. In such cases, SpryPoint will notify Client’s designated contact of unplanned system maintenance and work with Client to deploy the necessary changes during the earliest, mutually favorable time.



SpryPoint will promptly notify Client’s designated contact of any downtime and provide confirmation once full functionality is restored.

In extraordinary circumstances, it may be necessary to take the system offline or otherwise prevent access to applications. This would be the result of an exceptional situation (i.e., a zero-day vulnerability) where SpryPoint would take preventive action to mitigate any potential adverse impact to our clients.

### 1.11 Device and Operating System Support

- SpryPoint shall use commercially reasonable efforts to identify a root cause and provide technical solutions therein for any reported bugs, defects, issues, etc., provided that the Software or Services are not otherwise impaired at the start of the then-current Service Term and has been properly maintained by Client in accordance with SpryPoint’s policies. SpryPoint is not required to support its applications in the following circumstances:
  - hardware that is no longer supported by its manufacturer. (e.g., iPhone 3G, Samsung Galaxy S Captivate)
  - Operating systems or versions of operating systems which are no longer supported or updated by their authors (e.g., Apple, Google, Microsoft, etc.).
  - Errors that are a result of product misuse, negligence, or improper utilization of any or all part of the Software or Services.
  - Issues that are a result of electrical failure, internet connections problems, and all data issues deemed to be under Client’s exclusive control and responsibility including but not limited to: data input and output are outside the scope of this service level agreement.

Maintenance for unsupported operating systems and/or hardware may be available to Client at an additional charge.

### 1.12 Issue post-mortem process

The issue post-mortem process at SpryPoint includes the following:

Action	Objective
Summary of what happened	<ul style="list-style-type: none"> <li>● Which services and customers were affected?</li> <li>● How long and severe was the issue?</li> <li>● Who was involved in the response?</li> <li>● How was the issue resolved?</li> </ul>
Root cause analysis	<ul style="list-style-type: none"> <li>● What were the origins of failure?</li> <li>● Why do we think this happened?</li> </ul>
Steps taken to diagnose, assess, and resolve	<ul style="list-style-type: none"> <li>● What actions were taken?</li> <li>● Which were effective?</li> <li>● Which were detrimental?</li> </ul>
Timeline of significant activity	Centralize key activities from monitoring tools, ticket management, issue details as well as internal and external communications.
Learning and next steps	<ul style="list-style-type: none"> <li>● What went well?</li> <li>● What did not go well?</li> </ul>



- How do we prevent this issue from happening again?

Summarize findings

Circulate summary to affected clients upon request.

### 1.13 Support Hours

SpryPoint business hours are from 8:00 a.m. to 4:00 p.m. Eastern Time, Monday through Friday (excluding holidays).

After-hours, on-call support is available when requested. This provides extra support when migrating, updating, or upgrading integrated line of business applications. After-hours, on-call support rates will be in accordance with the current Rate Card (Section 1.4).

### 1.14 Holidays

Response to requests other than Severity Level 1 may be delayed up to 24 hours during holidays observed by SpryPoint as outlined below:

Holiday	Date (on or around)
New Year’s Day*	January 1
Provincial Holiday	Third Monday in February
Good Friday	Late March/Early April
Victoria Day	Third Monday in May
Canada Day*	July 1
Civic Holiday	First Monday in August
Labour Day	First Monday in September
National Day of Truth and Reconciliation	September 30
Thanksgiving (Canadian)	Second Monday in October
Remembrance Day*	November 11
Christmas Day*	December 25
Boxing Day*	December 26

\*If a holiday falls on a weekend, it will be observed the following Monday.

## Service Level Agreements

Service Level Agreements (SLAs) provide clarity around the commitments to deliver the Service and set expectations for both parties relative to the Client’s business and the impact/role of the Service within the Client’s business.



## 1.15 Service Availability

SpryPoint will use commercially reasonable efforts to make our Services available with a Monthly Uptime percentage of at least 99.5%.

### Exclusions, Exceptions and Limitations

This does not apply to any Service performance issues caused by factors; (i) outside of SpryPoint's reasonable control, including any force majeure event or Internet access or related issues beyond the demarcation point of SpryPoint; (ii) that result from Client's equipment software or other technology such as metering technology, payment and data processing services, networking technology and/or third-party equipment, software, integration services or other technology (other than third party equipment within our direct control); (iii) that result from any scheduled maintenance as provided for pursuant to this Agreement; or (iv) arising from SpryPoint's suspension and termination of Customer's right to use Software in accordance with the Master Subscription Agreement.

## 1.16 Service Credits

In the event of a failure by SpryPoint to meet the Service Availability and Issue Resolution Targets as defined in this SLA, at Client's request, SpryPoint will provide Service Credits in accordance with the following:

1. First month of missed service availability or issue resolution target, SpryPoint and Client will meet to discuss possible corrective actions
2. Second consecutive month: 10% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
3. Third consecutive month: 20% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
4. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
5. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
6. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
7. More than three (3) consecutive months: Within thirty (30) days of such failure Client shall have the option to terminate the entire Agreement and upon termination Client shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination becomes effective.
8. Service Credits shall be deducted from subsequent invoices for Subscription Fees, or upon the termination or expiration of the Agreement the Service Credits would be paid directly to the Client.





## Periodic Service Reviews

### 1.17 Periodic Review of Open Tickets and Outstanding Issues

Such reviews are offered by SpryPoint upon client request and may be held either monthly or quarterly as agreed by both parties. Reviews are led by a member of the SpryPoint Customer Success Team and commonly include:

- Discussion and review of open or recently closed tickets
- Discussion and review of recent or forthcoming product releases

### 1.18 Periodic Review of Service Level Agreement Performance

Such reviews will be held annually (or on a periodic basis as agreed by both parties). Either party may request the review. The review will be led by the Manager of Customer Success and shall include:

- Discussion and resolution of any issues that may arise under an SLA
- Service delivery since last review
- Major deviations from service targets
- Negotiate proposed changes to the SLA
- Resolve concerns about service delivery
- Discuss any staffing changes for SpryPoint or Client

The review mechanism shall include an escalation procedure under which any unresolved issues are escalated for immediate resolution. Disagreements shall initially be handled by means of the following escalation provision:

### 1.19 Escalation

In the unlikely event that a customer needs to escalate an issue beyond the Customer Success Analyst in charge, the following is the path of that escalation:





If the Client is unable to get appropriate support from the assigned support analyst or senior support analyst, the client may escalate first to Shelley MacLeod, Manager of Customer Success and then to any Managing Partner at SpryPoint, however Kyle Strang is the Managing Partner responsible for Customer Success-related escalations.

Contact information for the Customer Success Management Team:

Shelley MacLeod, Manager, Customer Success

[smacleod@sprypoint.com](mailto:smacleod@sprypoint.com)

Office: 902.510.1770

Mobile: 902.213.0950

Kyle Strang, Managing Partner

[kstrang@sprypoint.com](mailto:kstrang@sprypoint.com)

Office: 617.939.9016

Mobile: 902.476.7930



## Release Management

We provide application releases on a two-week interval.

The Customer Success Team works with the Product Management team to create and distribute Release Notes to our clients. Our releases typically include new features and functionality as well as bug fixes.

### Product Releases:

- Release Notes are sent to the primary contacts in the organization. However, anyone can be added to the distribution list.
- Release Notes will be provided before deployment to your production environment.
- Releases are deployed after standard business hours and live in the system the next business day.
- New features and functions are disabled by default when deployed.
- Customer Success is available to assist your team in determining if enabling a new feature is right for your organization.



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## Exhibit D – Insurance Coverage

*45 Queen Street  
Charlottetown,  
PE  
C1A 4A4, Canada*

[sprypoint.com](http://sprypoint.com)

SpryPoint will maintain during the entire Term of this Agreement, at its own expense, the insurance coverage below which meets or exceeds the coverages and limits as specified in the Client's RFP. The policies shall include an endorsement naming Client as an additional insured with respect to the provision of services provided under this agreement. Insurance coverage for this agreement will be at a minimum as follows:

### **1. COMMERCIAL GENERAL LIABILITY INSURANCE**

SpryPoint shall maintain Commercial General Liability Insurance covering all operations by or on behalf of SpryPoint on a per occurrence basis against claims for personal injury and property damage. Policy limits are subject to review, but shall in no event be less than, the following:

- \$3,000,000 Each Occurrence
- \$6,000,000 General Aggregate
- \$3,000,000 Personal and Advertising Injury
- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 Non-Owned Automobile

Coverage Includes:

- (a) Separation of Insureds, Cross Liability
- (b) Contractual Liability
- (c) Products-completed Operations
- (d) Contingent Employer's Liability

### **2. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

SpryPoint shall maintain Commercial Automobile Liability Insurance covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles).

- \$2,000,000 Each Occurrence
- \$2,000,000 Annual Aggregate

### **3. ERRORS AND OMISSIONS AND CYBER INSURANCE**

SpryPoint shall maintain Errors and Omissions and Cyber Insurance covering liability for third party claims and losses with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information.

- \$3,000,000 Per Claim



#### 4. WORKERS' COMPENSATION

SpryPoint shall maintain Workers Compensation Insurance through the Workers Compensation Board of Prince Edward Island (WCBPEI). The Workers Compensation Board (WCBPEI) is a Provincial Government Organization that is responsible for all Workers Compensation related incidents for employees of companies based on Prince Edward Island. As an employer based in Prince Edward Island, SpryPoint is legally required to maintain Workers Compensation insurance through WCBPEI. If there is a workplace incident related to SpryPoint employees, coverage is provided by the WCBPEI regardless of the location. SpryPoint will provide Client with a copy of the Workers Compensation Clearance letter issued by WCBPEI which confirms SpryPoint's coverage and that our account is in good standing.

#### 5. ADDITIONAL INSURANCE RELATED PROVISIONS

**5.1 SUBCONTRACTORS.** SpryPoint agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by SpryPoint, provide the same minimum insurance coverage required of SpryPoint. SpryPoint agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. SpryPoint agrees that upon request by Client, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to Client for review.

**5.2 EVIDENCE OF COVERAGE.** Prior to commencement of any Services under this Agreement, SpryPoint, and each and every subcontractor shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage as indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to the Client and as described in this Agreement. SpryPoint shall file with the Client all certificates and endorsements for the required insurance policies for Client's approval as to adequacy of the insurance protection.

**5.3 TERMINATION.** All policies shall contain an endorsement providing that written notice be given to the Client at least thirty (30) calendar days prior to termination, cancellation or reduction in coverage policy. Insurance policies shall remain in force until all work has been completed. If a policy does expire during the life of the Agreement, a renewal certificate of the required coverage will be sent to the Client not less than ten (10) workdays prior to expiration date.



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## Exhibit E – Security Overview

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## 1. Overview

This security document (“Exhibit”) details the security policy, procedures, and technologies used to protect client data. This document applies to SpryPoint’s production software-as-a-service (SaaS) offering (“The Service”), client data stored in the service, and work performed by SpryPoint implementing, maintaining, and supporting the service. SpryPoint has established a comprehensive Written Information Security Program (“WISP”) which includes defining, documenting, and supporting the implementation and maintenance of the administrative, technical, and physical safeguards the firm has selected to protect the information it collects, creates, uses, and maintains.

This program uses both technologies and business policies to

- Ensure the confidentiality of client’s data from any unauthorized parties;
- Protect the integrity of data; and
- Maintain availability of the service by using scalable hosting with fault tolerance.

SpryPoint’s security program is based on the [NIST SP 800-53](#) standard and the concepts of [Zero Trust](#). The program may evolve over time as the standard is revised. These evolutions will never degrade the strength of the program.

## 2. Personnel

### 2.1. Personnel Overview

2.1.1. All SpryPoint employees are subject to background screening prior to being employed, and employment agreements cover confidentiality, non-disclosure, and other key protections.

2.1.2. SpryPoint has a dedicated information security officer who is responsible for managing and continuously improving SpryPoint’s security posture. The information security officer can be reached at [security@sprypoint.com](mailto:security@sprypoint.com).

### 2.2. Security Awareness & Training

2.2.1. Employees receive security awareness training during their onboarding, and SpryPoint employees are subject to mandatory ongoing cybersecurity and phish awareness training on a regular basis. All employees are encouraged to attend security conferences where practicable.

2.2.2. Employees must read and adhere to the Information Security Policies and must re-certify each year.

## 2.3. End User Devices

Employees agree to the Asset Management Policy with regards to acceptable use. All end user devices provisioned by SpryPoint are hardened and equipped with:

- Mobile Device Management (MDM) software.
- Full Disk Encryption.
- Anti-Malware Software.
- Strong Password policies.
- Secure Password Vault.

## 2.4. Access Control

2.4.1. To ensure only authenticated users access data they are authorized to access, SpryPoint maintains policies and procedures regarding the following areas:

- Access Control Policy
- Business Continuity and Disaster Recovery Plan
- Cryptography Policy
- Human Resources Security Policy
- Information Security Policy
- Operations Security Policy
- Risk Management Policy
- Third-Party Management Policy
- Asset Management Policy
- Code of Conduct
- Data Management Policy
- Incident Response Plan
- Information Security RACI
- Physical Security Policy
- Secure Development Policy

2.4.2. User accounts on SpryPoint's Services use role-based security to enable least privilege authorization. Passwords on the service are protected by industry best practices, using industry-standard encryption algorithms. Access to systems can be configured to use Single-Sign-On identity providers such as Azure Active Directory, Okta, or other identity providers.

2.4.3. Where possible, services are whitelisted to specific IP ranges rather than the open internet. SpryPoint staff use VPN services to connect to SpryPoint services where appropriate.

2.4.4. Policies cover data classification and protection of classified and restricted data.

## 2.5. Physical Security

The SpryPoint office is alarmed with unique codes per employee, and is protected via electronic key cards & fobs. The SpryPoint office does not provide physical access to production systems from inside the office.

## 2.6. Monitoring

2.6.1. SpryPoint collects application and infrastructure logs to validate service uptime and operational status, to assist with troubleshooting system issues, and to protect and secure our networks and Client Data. Events are maintained for a period of at least one year.

2.6.2. Logs may include login ID, timestamps, login authorization granted or denied, number of denied login attempts, system load data such as CPU% and free memory, data changes within the system, or other relevant information and activity.

## 2.7. Control Assessments

SpryPoint maintains a documented risk management program that includes an annual risk assessment.

# 3. Data Integrity & Privacy

## 3.1. Data

3.1.1. The Service is provided through secure data centers operated by an ISO 27017:2015 certified third party.

3.1.2. Data is encrypted at rest and in transit.

3.1.3. Data backups are performed daily, and tests to restore the data are run regularly

3.1.4. Questions regarding data privacy may be directed to [privacy@sprypoint.com](mailto:privacy@sprypoint.com).

## 3.2. Personally Identifiable Information (PII)

Confidential PII is compartmentalized and encrypted with unique record-level keys and an additional level of encryption.

## 3.3. Secure Disposal

SpryPoint policies mandate secure disposal or destruction of personal information, whether in paper or electronic form, when it is no longer to be retained in accordance with applicable laws or defined policies.

## 4. Secure Application & Infrastructure Development

### 4.1. Least Privilege

Only authorized Personnel with a specific business purpose are allowed access to production and development environments and/or resources.

### 4.2. Peer Code Reviews

All code changes require a code review before allowing a merge.

### 4.3. Vulnerability Management

4.3.1. SpryPoint uses automated tools to check for vulnerabilities in the software and any framework dependencies.

4.3.2. Vulnerabilities are triaged and remediation timelines are managed as per a Service Level Agreement.

### 4.4. Configuration Management

4.4.1. SpryPoint has embraced [infrastructure as code](#) to ensure repeatability, and to streamline the application of security patches and updates. Deployment is managed via a [CI/CD pipeline](#).

4.4.2. Infrastructure changes are documented and scheduled and contain approval chains and rollback plans.

### 4.5. Incident Response Procedures

SpryPoint's incident response policy includes well-defined procedures to be followed in the event of a breach or threat of any application or system associated with the accessing, processing or storage of data.

### 4.6. Contingency Planning

SpryPoint has a program to test and improve disaster recovery run books and business continuity plans. The security and DevOps teams perform BC/DR testing, conduct simulations, and request feedback to improve the plan.

# SpryPoint

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Item 13.



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## Exhibit F - SpryPoint Data Processing Exhibit

This Data Processing Exhibit ("DPE") forms a part of and is subject to the SpryPoint Master Subscription Agreement ("Agreement"), applicable Pricing Schedule or Statement of Work or other written subscription agreement (together with any attachments issued thereunder, the "Agreement") between SpryPoint Services Inc. ("SpryPoint") and the Party identified as the "Client" in the Agreement, where Client is using SpryPoint's software and Services. This DPE reflects the Parties' agreement with regards to the applicable Data Protection Laws and governs the data processing related obligations of SpryPoint and Client for any applicable Subscription or Statement of Work involving the processing of Client's personal information. In delivering the Software or Services under the Agreement, SpryPoint may Process Personal Information/ Personal Data as a Data Processor on behalf of Client, which is the data controller. It is hereby agreed as follows:

## Definitions

Unless otherwise defined below, all capitalized terms have the meaning given to them in the applicable Agreement and/or exhibits thereto.

**"Covered Data"** means (i) Client Data, (ii) technical services data, and (iii) any other electronic data or information submitted by or on behalf of Client to a Covered Service.

**"Covered Service"** means (i) any Service provided that specifically refers to this DPE, and/or, (ii) any technical services.

**"Data Controller"** means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

**"Data Processor"** means the entity which Processes Personal Data on behalf of the Data Controller.

**"Data Protection Laws"** means all privacy and data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations.

**"Data Subject"** means the person to whom the Personal Data relates.

**"Personal Data"** means any Covered Data that relates to an identified or identifiable natural person.

**"Personal Data Breach"** means any Security Breach affecting Personal Data.

**"Processing"** or **"Process"** means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

**"Security Incident"** means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

**“Subprocessor”** means a SpryPoint Affiliate or third-party entity engaged by SpryPoint or a SpryPoint Affiliate as a Data Processor under this DPE.

**“Subprocessor List”** means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data for the relevant Covered Service.

## 1. Subject and Scope

- 1.1. **Scope and Role of the Parties.** This DPE applies to the Processing of Personal Data by SpryPoint to provide the Covered Service. For the purposes of this DPE, Client and its Affiliates are the Data Controller(s) and SpryPoint is the Data Processor. SpryPoint shall Process Personal Information/ Personal Data under the Agreement(s) only as a processor acting on behalf of Client where Client is the Data Controller, SpryPoint agrees that it will Process Personal Information/ Personal Data for the sole purpose of providing the Services as described in the Agreement(s).
- 1.2. **Purpose.** Client discloses Personal Information/ Personal Data to SpryPoint solely for: (i) a valid business purpose; and (ii) SpryPoint to perform the Services.
- 1.3. **Instructions for Processing.** SpryPoint shall Process Personal Data in accordance with Client’s documented instructions. Client instructs SpryPoint to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE). Client may provide additional instructions to SpryPoint to Process Personal Data, however SpryPoint shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.
- 1.4. **Prohibitions.** SpryPoint is prohibited from: (i) selling Personal Information/ Personal Data; (ii) retaining, using, or disclosing Personal Information/ Personal Data for a commercial purpose other than providing the Services; and (iii) retaining, using, or disclosing the Personal Information/ Personal Data outside of the Agreement between SpryPoint and Client.
- 1.5. **Warranty.** Client warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give such instruction.
- 1.6. **Sole Responsibility.** Client is solely responsible for obtaining all necessary consents, licenses and approvals for the collection of any Personal Information/ Personal Data.
- 1.7. **Compliance with Laws.** SpryPoint shall comply with all Data Protection Laws applicable to SpryPoint in its role as a Data Processor Processing Personal Data.. For the avoidance of doubt, SpryPoint is not responsible for complying with Data



Protection Laws applicable to Client or Client's industry (that are not applicable to SpryPoint in its role as a Data Processor Processing Personal Data) such as those not generally applicable to online service providers. Client shall comply with all Data Protection Laws applicable to Client as a Data Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable SpryPoint to carry out lawfully the Processing contemplated by this DPE.

## 2. Technical, Organizational Measures and Security

- 2.1. **Security Measures.** SpryPoint implements and maintains appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The parties agree that the Security Measures are appropriate to protect Personal Information/ Personal Data against a Personal Information/ Personal Data Security Incident, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of the Personal Information/ Personal Data to be protected having regard to the state of the art and the cost of their implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- 2.2. **Confidentiality.** SpryPoint shall ensure that any person authorized to Process the Personal Information/ Personal Data is subject to a strict duty of confidentiality and that they Process the Personal Information/ Personal Data only for the purpose of delivering the Services under the Agreement to Client.
- 2.3. **SOC 2 Compliance.** Upon request, SpryPoint can provide Client with a copy of its SOC 2 Type I report which attests to the controls at a service organization. SpryPoint is currently undergoing an audit for SOC 2 Type II Compliance. Upon successful completion, at a minimum, SpryPoint agrees to maintain SOC2 Type 2 compliance. SpryPoint may modify its Security Measures from time to time and at any time, provided, however, that it will not materially reduce the level of protection as provided in this DPE.
- 2.4. **Processing Terms.** At all times that SpryPoint Processes, and/or has access to Personal Information/ Personal Data, SpryPoint shall (a) Process such Personal Information/ Personal Data only in accordance with Client's documented instructions (b) not Sell (as defined under CCPA) Personal Information/ Personal Data, or retain, use, or disclose such Personal Information/ Personal Data (i) for any purpose other than for the specific purpose of performing the Services or (ii) outside the direct business relationship between Client and SpryPoint.
- 2.5. **Acknowledgement.** Acknowledging that Client (and not SpryPoint): (i) controls the nature and contents of Client Data (including any Personal Information/ Personal Data therein); and (ii) acts as its own system administrator and controls user access to Client Data (including any Personal Information/ Personal Data therein), Client represents and warrants that on the date of this DPE and during the Term:



- 2.5.1. Personal Information/ Personal Data has been and will be collected and Processed by Client in accordance with applicable Data Protection Laws.
- 2.5.2. Client will take all steps necessary to ensure it achieves the foregoing, including without limitation, by providing Data Subjects with appropriate privacy notices, obtaining any required consent, and ensuring that there is a lawful basis for contracted Data Processors to Process Personal Information/ Personal Data.

### 3. Subprocessors

**3.1. Use of Subprocessors.** Client hereby agrees and provides a general prior authorization that SpryPoint and SpryPoint Affiliates may engage Subprocessors. SpryPoint or the relevant SpryPoint Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE and that such Subprocessor: (a) is qualified to perform the Processing in a professional, workmanlike manner, consistent with industry standards and in compliance with all laws and regulations applicable to it's role as a Subprocessor; and (b) will staff the project with a sufficient number of resources with skills and experience sufficient to perform the Processing in accordance with the requirements of the Agreement. SpryPoint shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by SpryPoint.

**3.2. Notification of New Subprocessors.** SpryPoint shall make available to Client a Subprocessor List and provide Client with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, SpryPoint shall provide notice to Client by updating the Subprocessor List.

### 3.3. Approved SpryPoint's Sub-Processors

Sub-Processor	Country	Website	Service Provided
Amazon Services	United States	aws.amazon.com	Cloud Infrastructure
Freshdesk	United States	www.freshworks.com	Customer Service
Heroku	United States	www.heroku.com	Cloud Infrastructure
Twilio	United States	www.twilio.com	SMS Delivery Service
Twilio Sendgrid	United States	www.twilio.com/sendgrid/email-api	Email Delivery Service
Solarwinds Papertrail	United States	www.papertrail.com	Log Management Service
Raygun	United States	www.raygun.com	Application Management Service

#### 4. Rights of Data Subjects

**4.1. Assistance with Data Subject Requests.** SpryPoint will, in a manner consistent with the functionality of the Covered Service and SpryPoint's role as a Data Processor, provide reasonable support to Client to enable Client to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").

**4.2. Handling of Data Subject Requests.** For the avoidance of doubt, Client is responsible for responding to Data Subject Requests. If SpryPoint receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personal Data, SpryPoint will promptly forward such request or complaint to Client, provided the Data Subject has given sufficient information for SpryPoint to identify Client.

#### 5. Cooperation

SpryPoint will assist Client to comply with Data Protection Laws; in particular (i) SpryPoint will assist Client in responding to any request from a Data Subject exercising his or her rights under the Data Protection Laws; (ii) it will assist Client in responding to any request from regulatory or judicial bodies relating to the Processing of Personal Information/ Personal Data under the Agreement(s); (iii) it will promptly notify Client if its Processing of Personal Information/ Personal Data is likely to result in a high risk to the privacy rights of Data Subjects or is unable to comply with Client's instructions for any reason, and (iv) upon reasonable request, will assist Client to carry out data protection impact assessments.

#### 6. SpryPoint Personnel

SpryPoint shall require screening of its personnel who may have access to Personal Data and shall require such personnel (i) to Process Personal Data in accordance with Client's instructions as set forth in this DPE and Data Protection Laws applicable to SpryPoint, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which shall survive the termination of employment.

#### 7. Personal Data Breach

In the event SpryPoint becomes aware of a Personal Data Breach it shall without undue delay notify Client in accordance with the Security Breach provisions of the Master Subscription Agreement. To the extent Client requires additional information from SpryPoint to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, SpryPoint shall provide reasonable assistance to provide such information to Client taking into account the nature of Processing and the information available to SpryPoint.

#### 8. Security Program

SpryPoint shall implement appropriate technical and organizational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as set forth in the Security Exhibit. If SpryPoint becomes aware of

a Security Incident or has a reasonable suspicion of a Personal Information/ Personal Data breach in respect of the Personal Information/ Personal Data being Processed under the Agreement(s), it will inform Client without undue delay and will provide reasonable information and cooperation to Client so that Client can fulfill any Personal Information/ Personal Data Security Incident reporting obligations it may have under the applicable laws. SpryPoint will take reasonably necessary measures to remedy and mitigate the effects of the Security Incident as set forth in the Security Exhibit.

## **9. Audit**

SpryPoint completed SOC2 Type I in 2022. SpryPoint will use external auditors to verify the adequacy of its security measures and controls for the Software and Services provided under the Agreement. The resulting audit will: (i) be performed according to AICPA SOC2 standards or such other alternative standards that are substantially equivalent to AICPA SOC2; (ii) be performed by independent third-party security professionals at SpryPoint's selection and expense; and (iii) result in the generation of a SOC 2 Type II report ("Audit Report"), which will be SpryPoint's Confidential Information. The Audit Report can be made available to Client upon written request no more than annually subject to the confidentiality obligations of the Agreement or a mutually agreed non-disclosure agreement covering the Audit Report. For the avoidance of doubt, each Audit Report will only discuss Software and Services in existence at the time the Audit Report was issued.

Client agrees that, to the extent applicable, SpryPoint's then-current SOC 2 audit reports will be used to satisfy any audit or inspection requests by or on behalf of Client. In the event that Client, a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the Covered Service, SpryPoint will (i) make available to Client on request all information necessary to demonstrate compliance with this DPE, and (ii) allow for and contribute to audits, including inspections, by an auditor mandated by Client in relation to the Processing of the Personal Information/ Personal Data by SpryPoint.

## **10. Return and Deletion of Client Data and Personal Data**

Upon written request by Client made prior to or upon any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely to allow Client to retrieve Client Data for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). After such Retrieval Period, SpryPoint will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data by deleting Client's Tenant. Provided, however, that SpryPoint will not be required to remove copies of the Client Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases SpryPoint will continue to protect the Client Data in accordance with this Agreement. Client Data will be made available in a SpryPoint-supported format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on SpryPoint by law. Additionally, during the Term of the Agreement, Client may extract Client Data using SpryPoint's standard web services. Upon termination of the Covered Service, SpryPoint shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

## 11. General Provisions

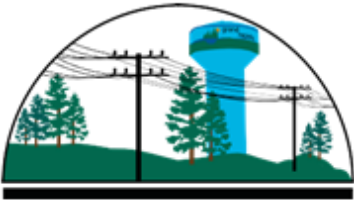
- 11.1. Client Affiliates.** Client is responsible for coordinating all communication with SpryPoint on behalf of its Affiliates with regard to this DPE. Client represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.
- 11.2. Termination.** The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from SpryPoint's systems.
- 11.3. Intentionally Deleted.**
- 11.4. Client Affiliate Enforcement.** Client's Affiliates may enforce the terms of this DPE directly against SpryPoint, subject to the following provisions:
- 11.4.1. Client will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against SpryPoint on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and
- 11.4.2. for the purpose of any Affiliate Claim brought directly against SpryPoint by Client on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Client.
- 11.5. Remedies.** Client's remedies (including those of its Affiliates) with respect to any breach by SpryPoint or its Affiliates of the terms of this DPE and the overall aggregate liability of SpryPoint and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to the limitations of liability set forth in Section 8 of the Agreement.
- 11.6. Miscellaneous.** The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.

# Business Services



## February 28, 2024 Commission Meeting

- Investments = \$6,299,087 average return rate of 4.25%
- Customer communications – Caring Fund
- Sold less electric kWh January 2024 vs 2023



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## **BUSINESS SERVICES DEPARTMENT MONTHLY REPORT February 2024 Commission Meeting**

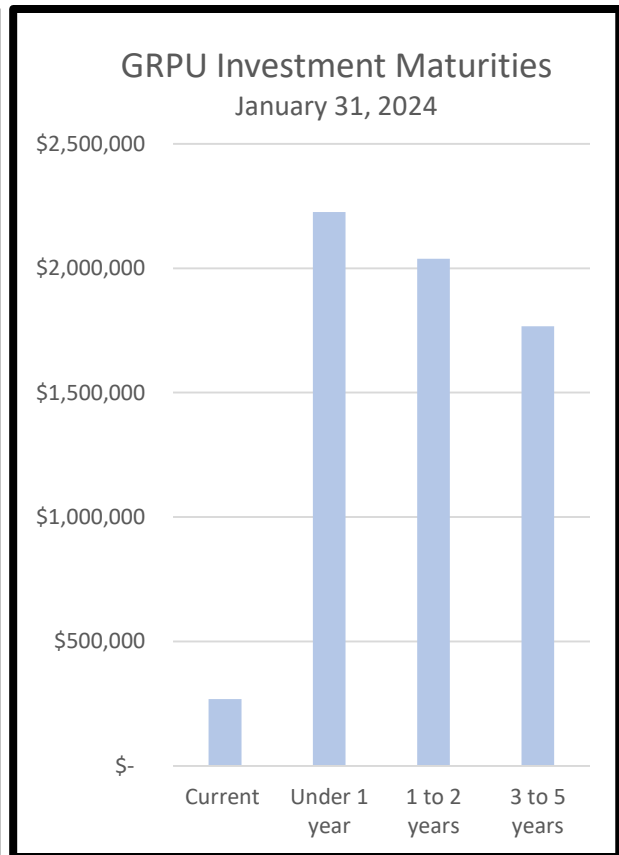
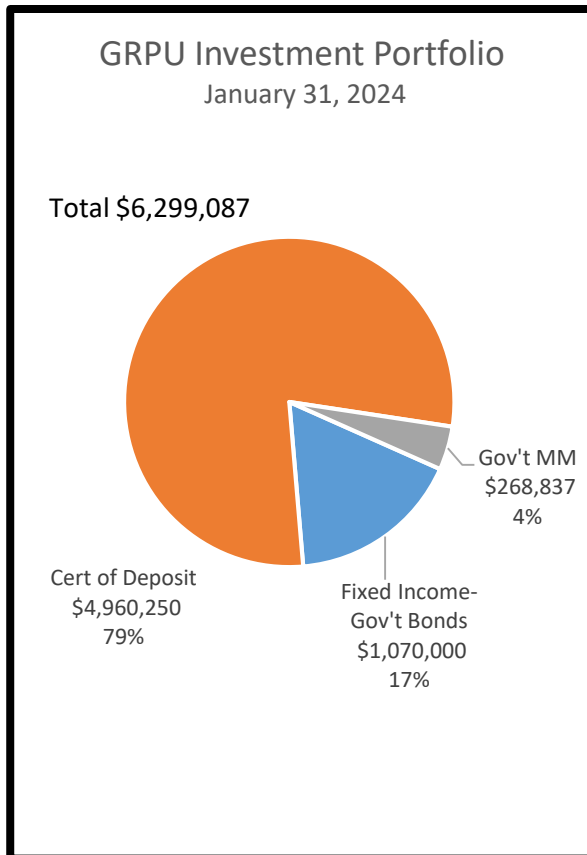
### ***SAFETY***

### ***RELIABILITY***

### ***CUSTOMER SERVICE***

Governments have a fiduciary responsibility in managing their funds, including the ongoing management and monitoring of investment activity. Investments increased from \$2,658,837 at EOY 2022 to \$6,299,087 as of January 31, 2024.

### **SAFETY OF ASSETS – INVESTMENTS**



## **CUSTOMER SERVICE – CUSTOMER-FOCUSED COMMUNICATION CAMPAIGNS**

*January 2024 customer focused communication was rebates.*

Starting the new year with new appliances? Grand Rapids Public Utilities offers rebates to our residential customers on Energy Star certified appliances and so much more! Air conditioning, heat pumps, custom lighting, washers, and dryers are just a few examples of the rebates GRPU offers. Save energy and earn up to \$1,000 on a qualifying purchase. Wow! Put money back in your pocket, check out our rebates at [www.grpuc.org](http://www.grpuc.org) or visit us on Facebook.

Link – <https://cityofgrandrapidsmn.com/utilities/page/rebates>

*February 2024 customer focused communication was caring fund.*

Grand Rapids Public Utilities' Caring Fund ... where a little change can change a lot. When you choose to round your payment up to the next whole dollar amount, G.R.P.U. donates that amount to the Caring Fund administered by the Grand Rapids Area Community Foundation. All Caring Fund donations will be used for your neighbors in utility crisis by providing small grants for emergency needs. You can sign up at [www.grpuc.org](http://www.grpuc.org) or visit us on Facebook. Grand Rapids Public Utilities ... service is their nature.

## **BY THE NUMBERS**

Power Purchased (kWh) January 2024 = 15,384,961 vs 15,092,287 January 2023

Sold kWh for January 2024 = 13,555,231 vs 14,613,929 January 2023

Number of Electric connections January 2024 = 7,665 vs 7,640 January 2023

Total Electric Sales January 2024 = \$1,647,542 vs \$1,650,918 January 2023

Water to system January 2024 = 26,137 vs 37,316 January 2023

Sold for January 2024 = 24,691 vs 24,451 January 2023

Number of Water connections January 2024 = 3,313 vs 3,291 January 2023

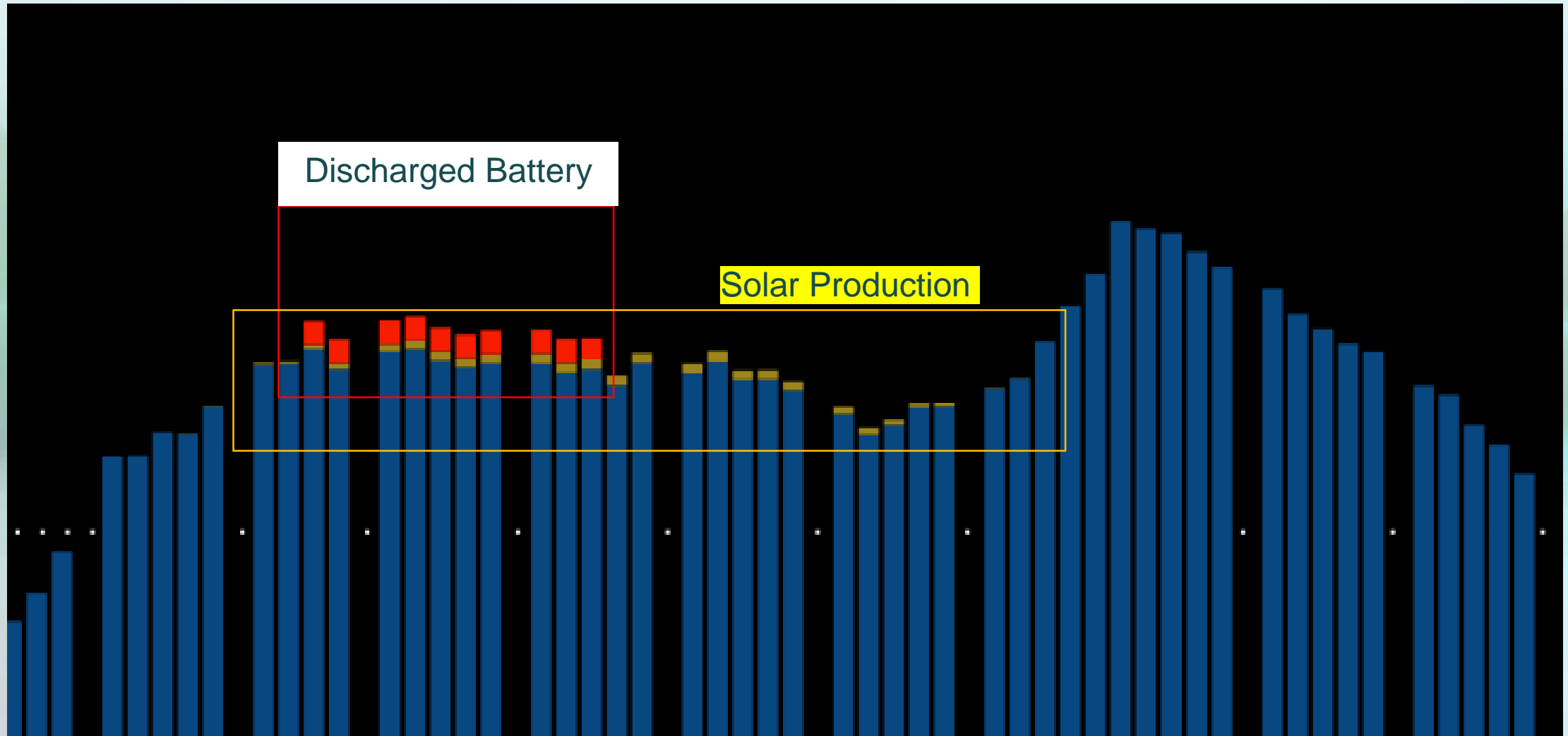
Total Water Sales January 2024 = \$176,139 vs \$147,824 January 2023

# Electric Utility

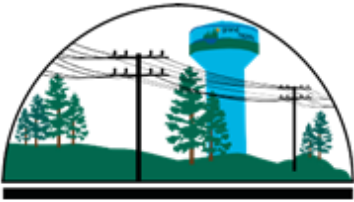


Item 15.

## February 28, 2024 Commission Meeting







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## ELECTRIC DEPARTMENT MONTHLY REPORT February 2024 Commission Meeting

### Reliability Report Last Month

SAIDI:	0.01	Avg Minutes / Customers Served	CAIDI:	29.18	Avg Minutes / Customer Out	Total Customers Out:	2
SAIFI:	0.00	Cust Outages / Customers Served	CAIFI:	1.000	Avg Outages / Customer Out	Total Reported Hours:	1
Active:	7641	Active Electric Customers	Outages:	2	Total Number of Outages	Total Customer Hours Out:	1
ASAI:	100.0000 0	Average Percent System Available					

In January, the GRPU electrical system experienced two reliability outages. One outage was scheduled for a pole replacement, while the other occurred unexpectedly for reasons that remain unidentified.

Outage Time	Restored Time	Outage Type	Duration (Hours)	Customers Out	Customer Hours
1/15/2024 2:24:43 PM	1/15/2024 2:32:36 PM	Unknown -r-	0.13	1	0.13
1/25/2024 4:32:57 AM	1/25/2024 5:23:26 AM	Scheduled -r-	0.84	1	0.84

*Figure 1: Outage Information by Type*

### Electric Load Graph Last Month

In January, the Monthly Peak of 27,408 kW occurred on the 15th. To mitigate peak demands, solar battery dispatching and load control measures were employed. Using load modeling, three potential peak periods were identified, with the evening emerging as the largest peak for NEMMPA.

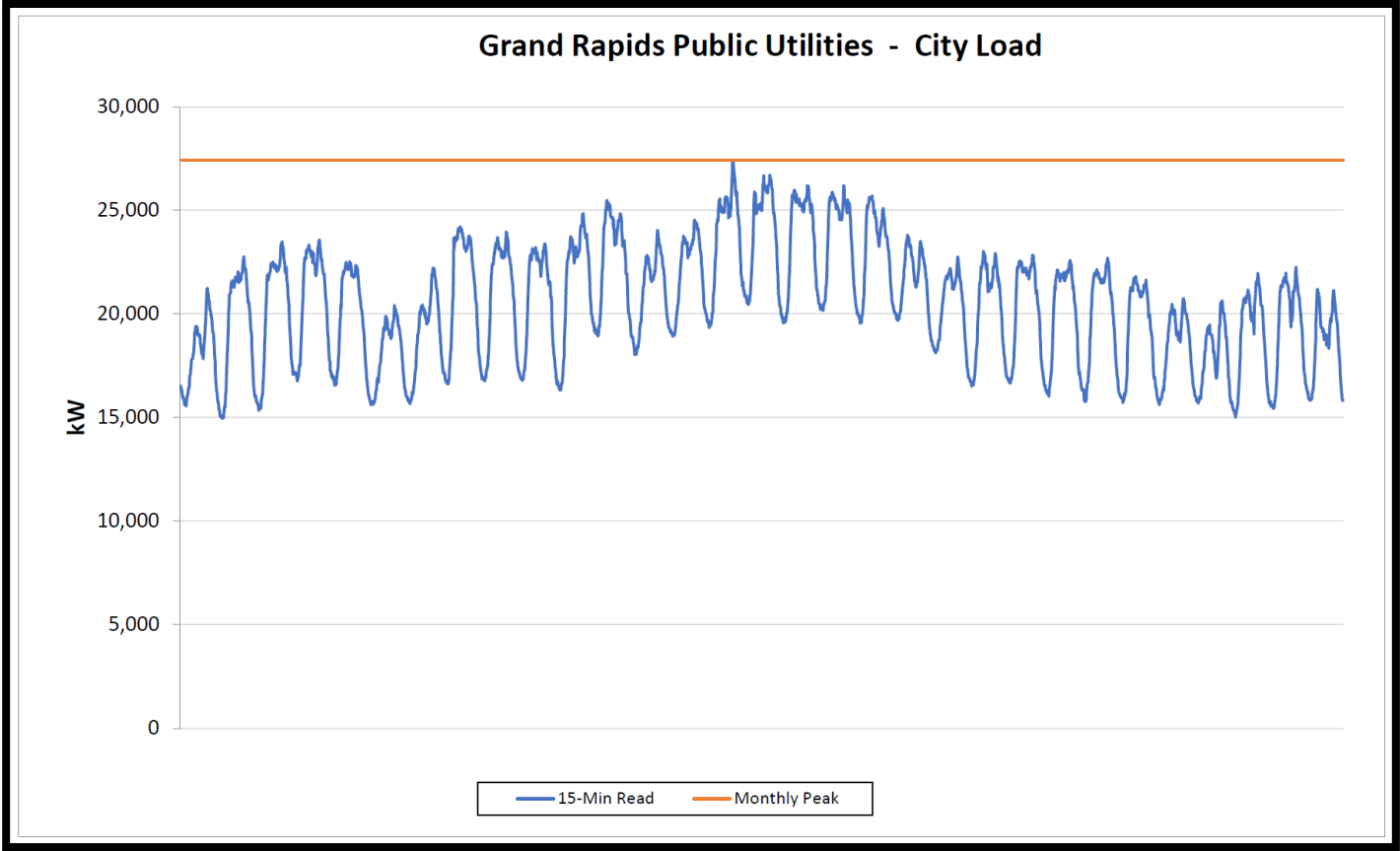


Figure 2: 27,429 kW GR Peak

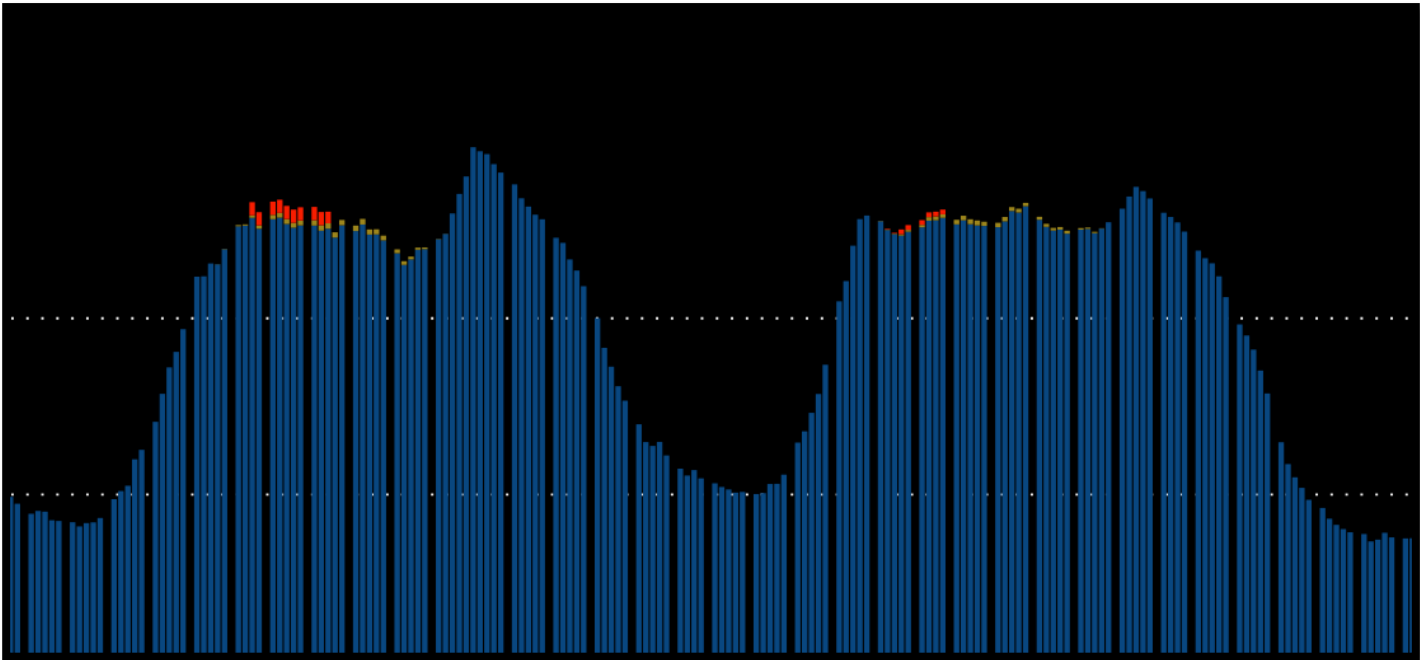


Figure 3: NEMMPA Load with Battery 1/15-1/16.

### **NEMMPA vs. non-NEMMPA Peak Last Month**

The attached graph shows the aggregated NEMMPA peak versus non-NEMMPA peak.

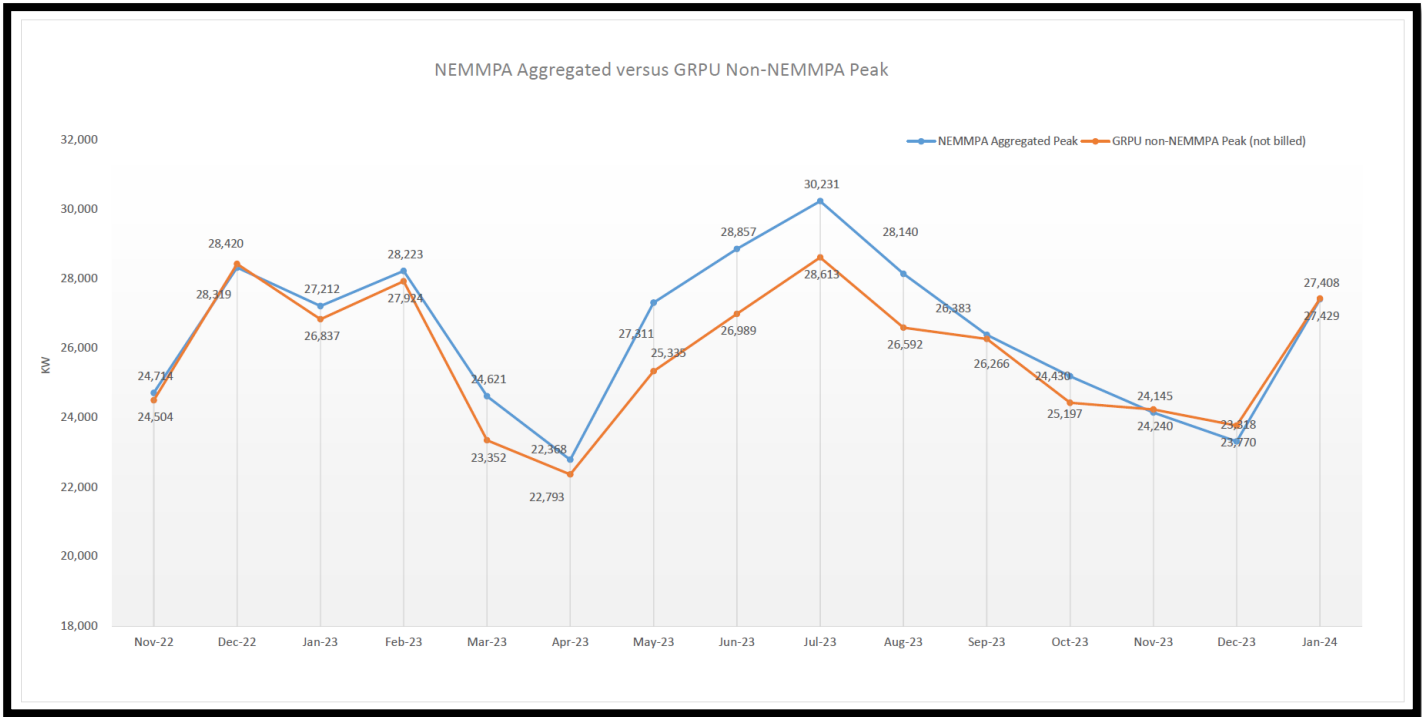


Figure 4: NEMMPA Peak -vs- non-NEMMPA

### Effective Wholesale Electric Power Rate Last Month

The attached graph shows the effective wholesale electric rate.

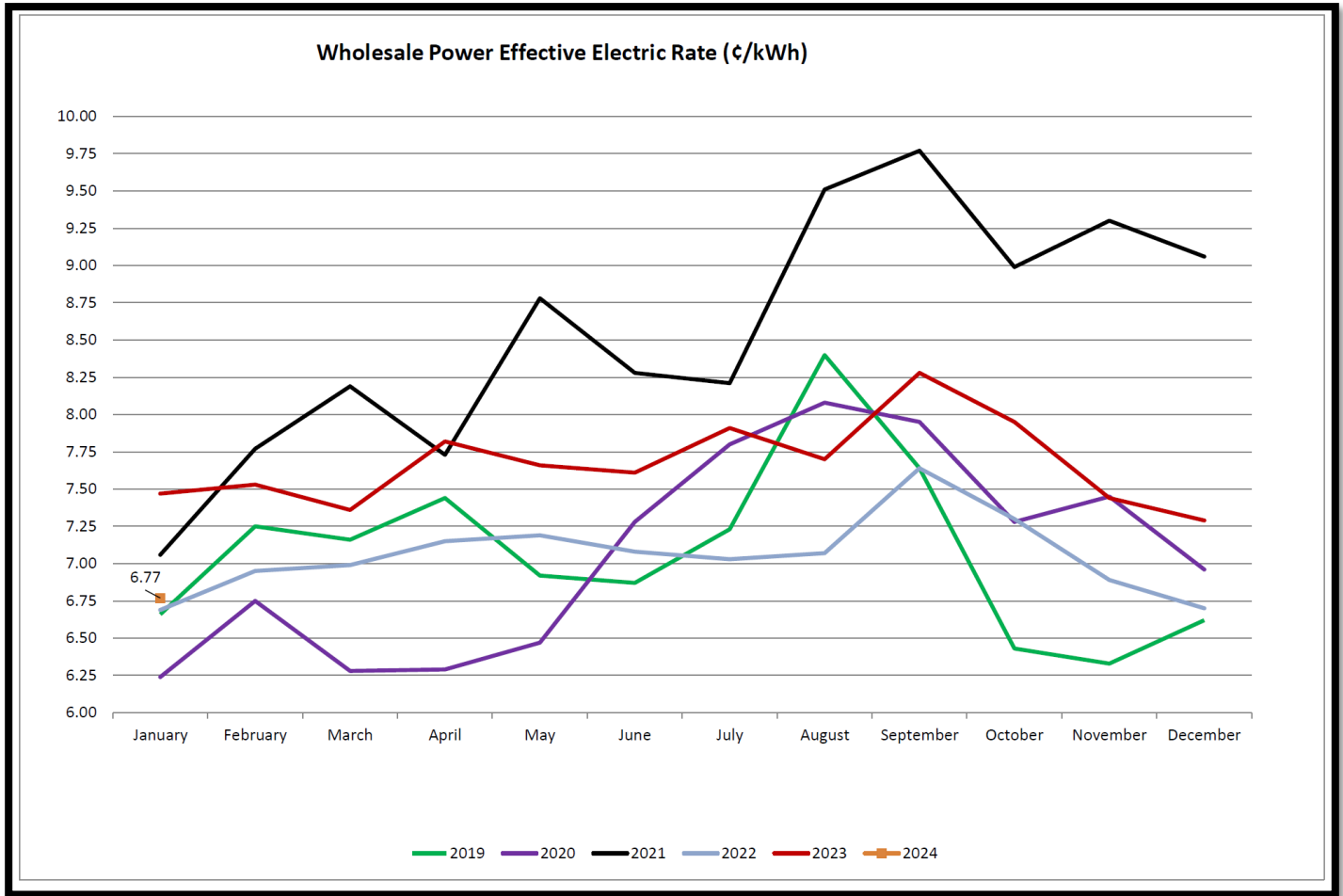


Figure 5: Wholesale Power Effective Elect Rate

## **Capital and Operations Project Summary**

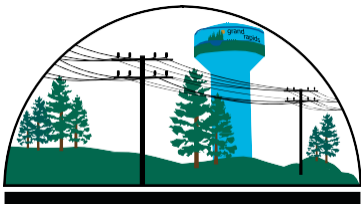
The procurement of materials for this year's projects is underway. Lead times remain a concern, and forecasts indicate an early onset of the construction season. All approved projects are currently proceeding as planned.

# Water Utility



## February 28, 2024 Commission Meeting

- Legionella efforts (consultants, MDH, chlorination).
- WTP Renovation – employee input on defined parts of the project.
- Installed new flow meters in WTP, working to tighten up unaccounted flow.



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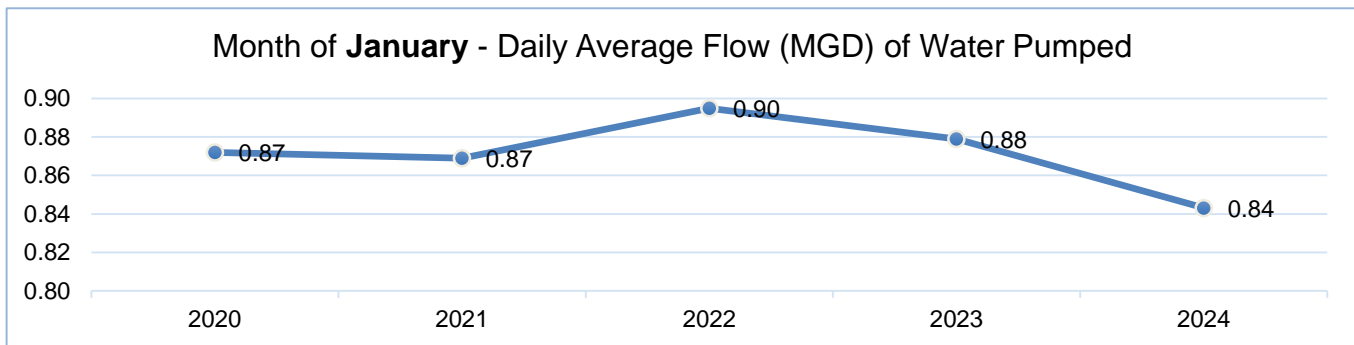
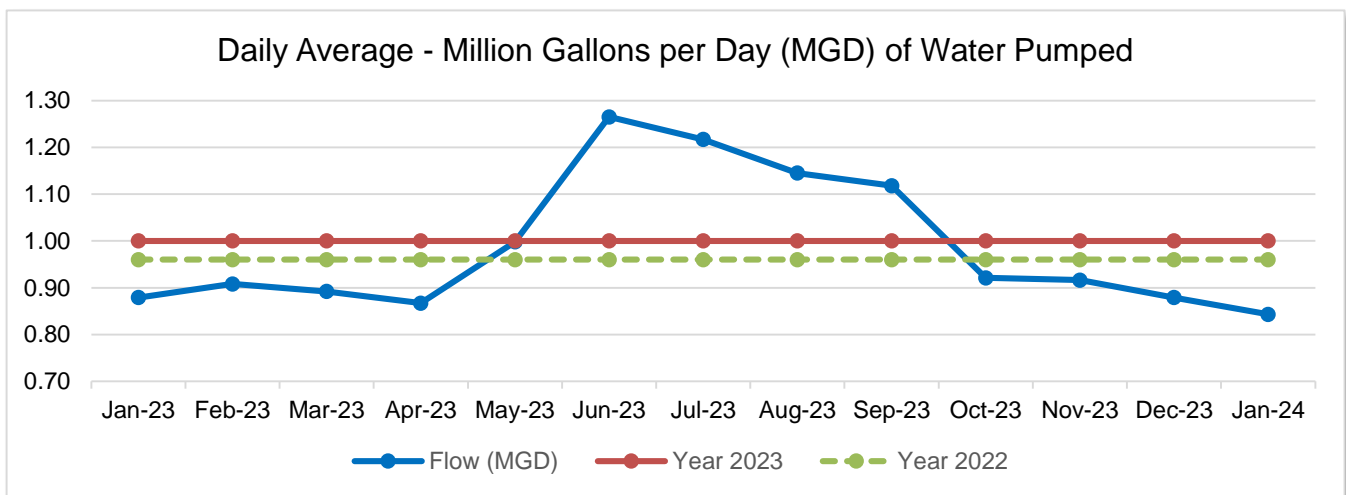
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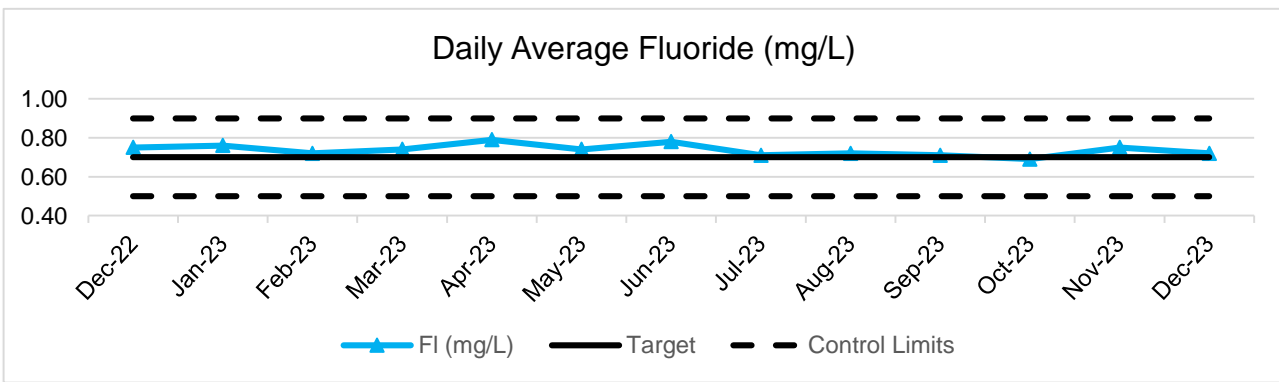
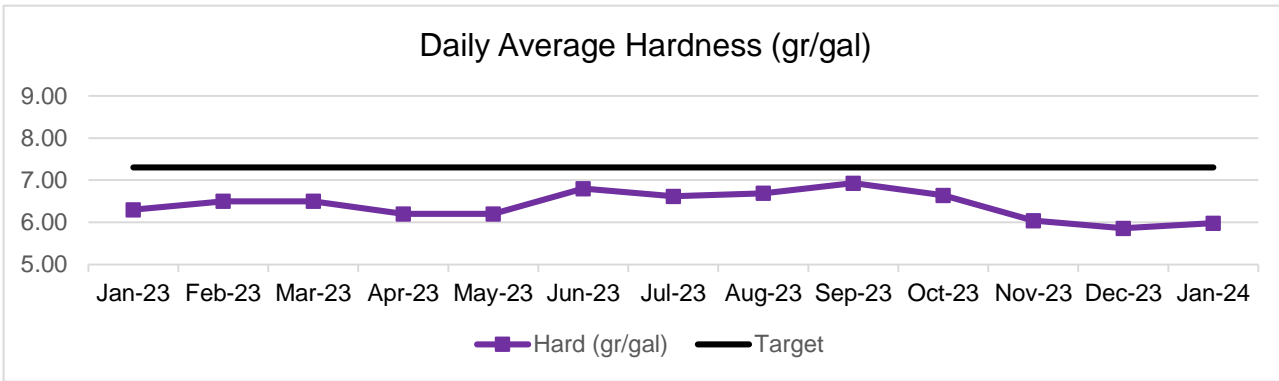
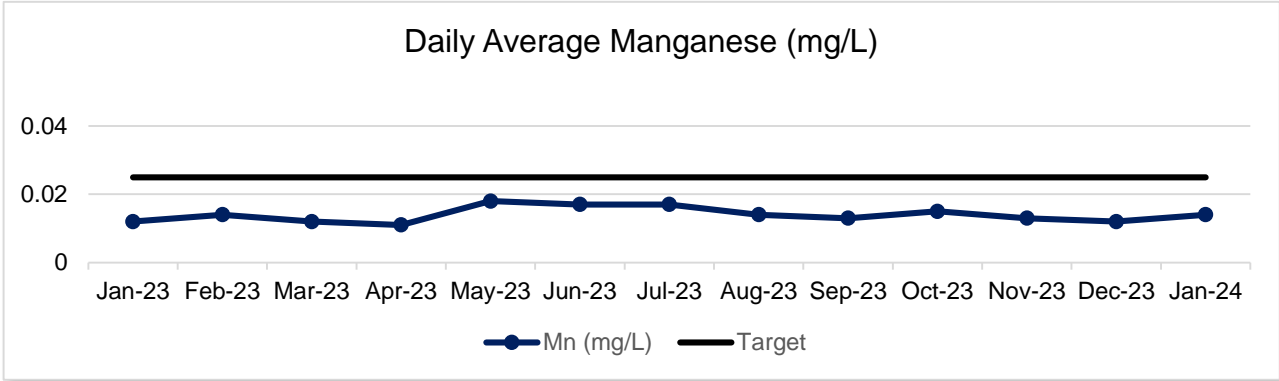
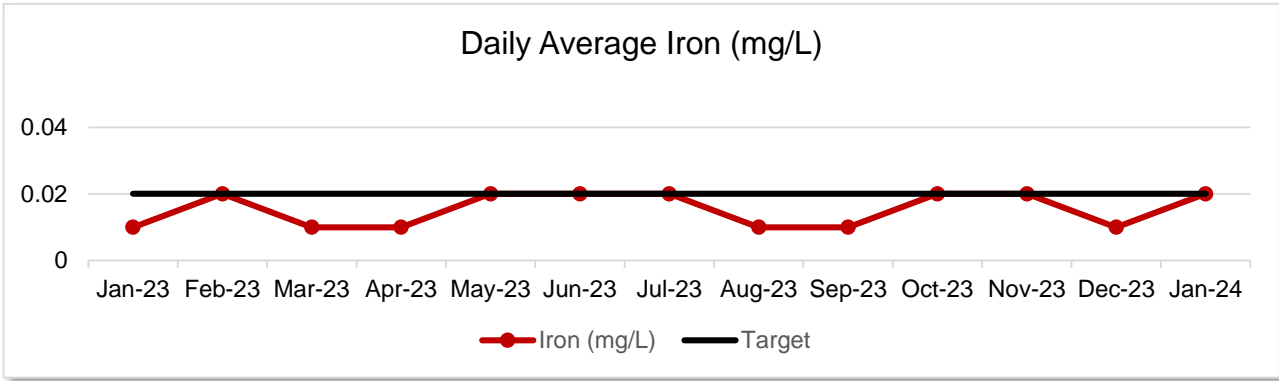
## WATER UTILITY MONTHLY REPORT February 2024 Commission Meeting

### Water Operations

The water plant pumped an average of 0.84 million gallons of water per day (MGD) with a peak of 1.00 million gallons during last month which is four percent less than typical for this time of the year. However, a new effluent flow meter was installed so it is expected it to be different.



All water quality analysis was normal for the month as seen in the graphs below.





## Capital and Operations Project Summary

WTP Renovation Project Update:

Working on the project scope through a project management methodology called Work Breakdown Structure. Employees are currently providing input on specific parts of the project. In the end, there will be a deliverable that the engineer can use to aid in their detailed design.

COMMISSION REPORT CONTENTS									
Agency Lead	Dept	Proj Desc	Proj #	Budget	Amount Spent	Percent Spent (calc'd)	Percent Comple	Status	Noted Issues / Highlights
GRPU	WATER	Water Plant Renovation	WATR2213	\$3,500,000	\$0	0%	1%	In Progress	
City	WATER	3rd Ave NE & 7th st NE	WATR2002	\$790,000	\$0	0%	0%	Not Started	
GRPU	WATER	Booster Station Panel View	WATR2302	\$30,000	\$0	0%	0%	Not Started	
GRPU	WATER	South Tower Coating Repairs	WATR2310	\$150,000	\$0	0%	0%	Not Started	
City	WATER	Paradise Park	WATR2313	\$85,000	\$0	0%	0%	Not Started	

### Status Definitions

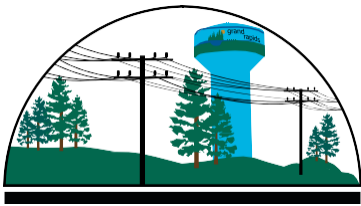
- Not Started - no human or financial resources utilized
- In Progress - time or money spent on the project
- In Service - operational but final close out needed
- Completed - done and closed out
- On Hold - waiting on some type of significant action

# Wastewater Utility



## February 28, 2024 Commission Meeting

- Annual reports for MPCA (WW and landfill).
- Lab certification renewal.
- Repairs to domestic generator.



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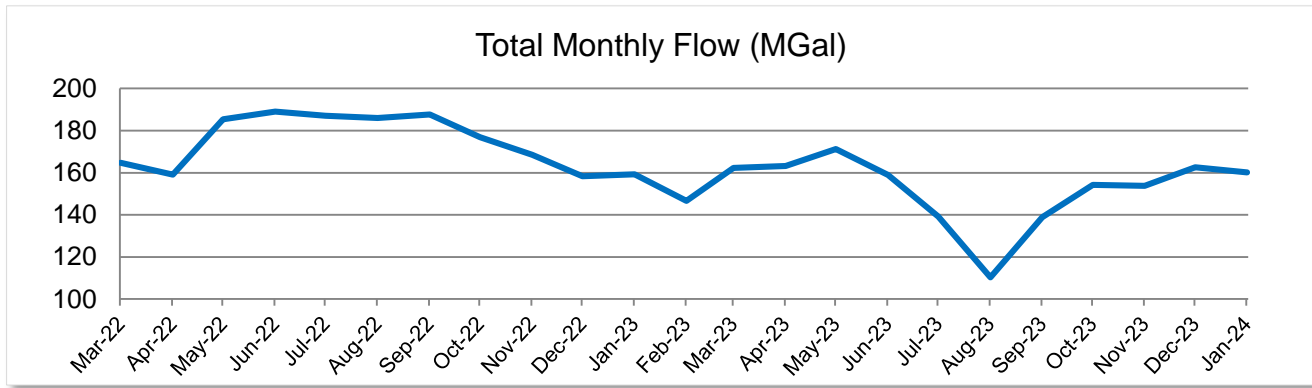
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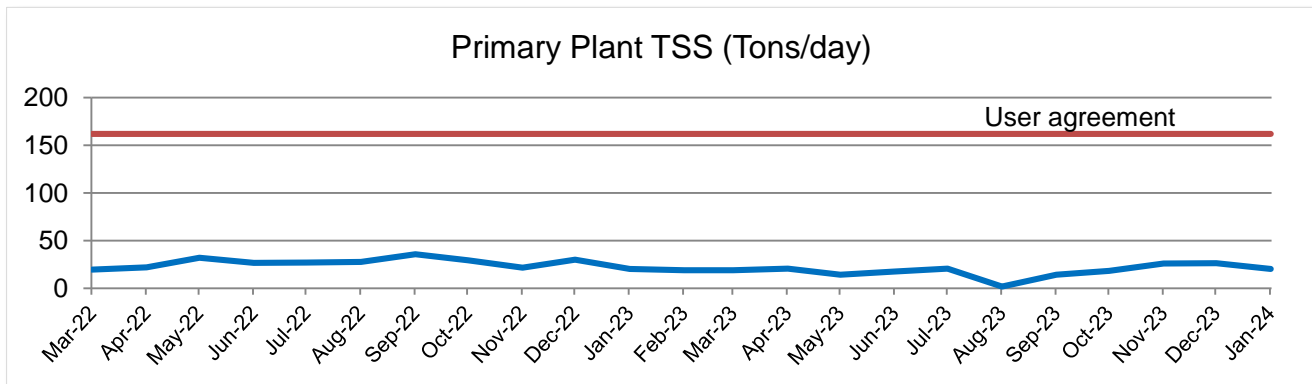
## WASTEWATER UTILITY MONTHLY REPORT February 2024 Commission Meeting

### Wastewater Operations

The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 160 million gallons of water removing 99.2% of the Total Suspended Solids (TSS) and 99.5% Biochemical Oxygen Demand (cBOD).



	Design Limits (monthly AVG)	Actual Results
<u>Primary Plant</u>		
Flow (MGD)	13.25	3.9
TSS (Tons/day)	162	20.1
TSS Peak (Tons/Day)	284	39.8

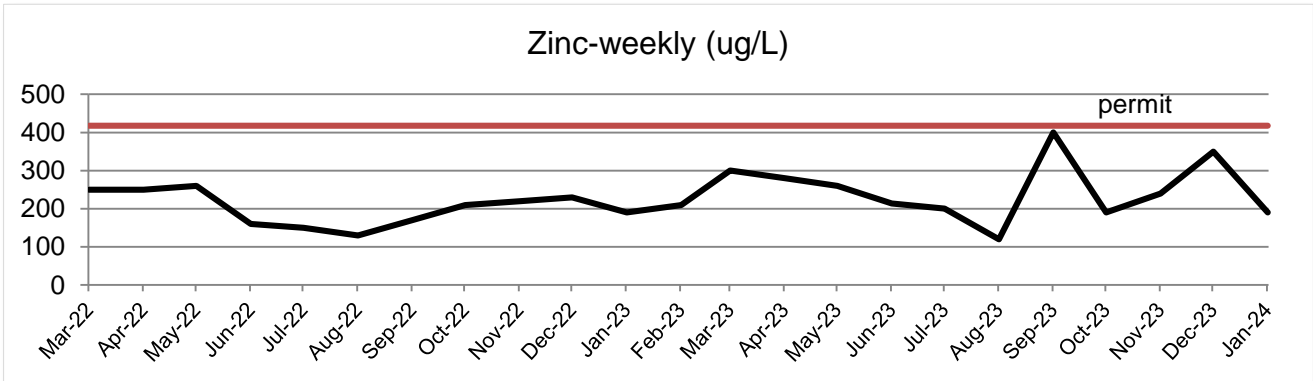
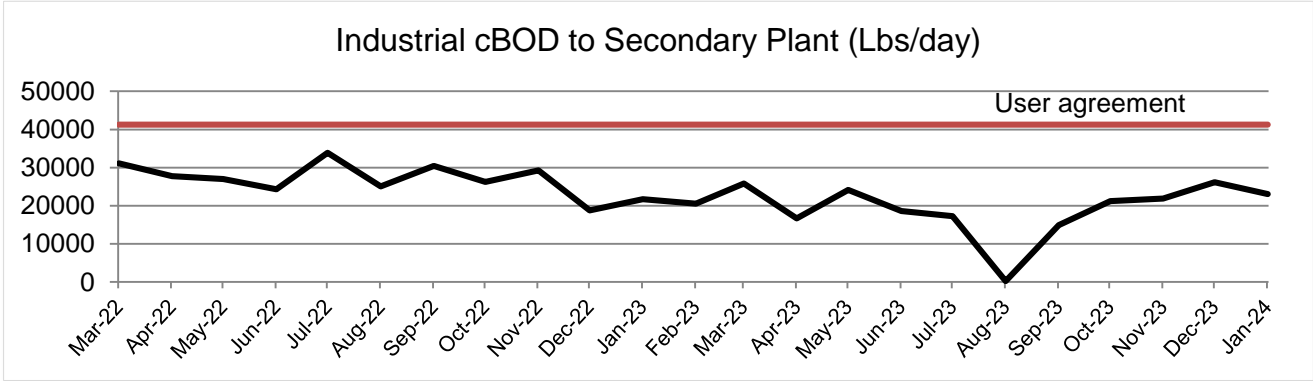


Design Limits  
(monthly AVG)

Actual Results

Secondary Plant

Flow (MGD)	15.25	5.2
cBOD (lbs/Day)	41,300	25,955
Peak cBOD (lbs/Day)	57,350	37,119
Zinc-weekly (ug/L)	418	190
% GRPUC		28.1%

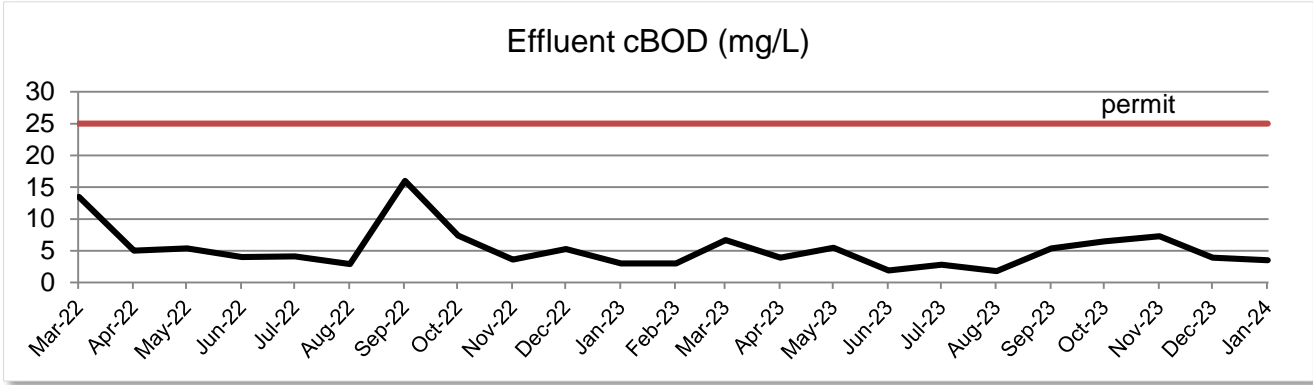
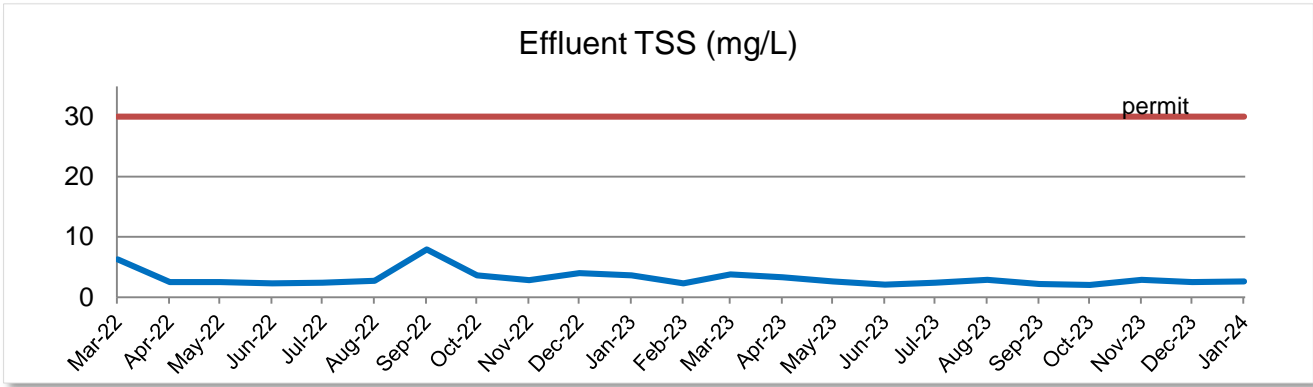


Permit Limits  
(monthly AVG)

Actual Results

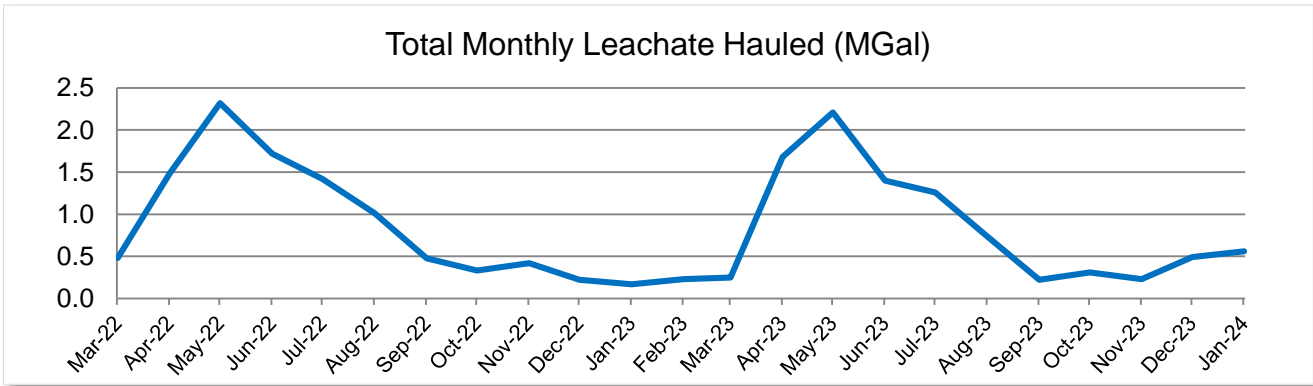
Effluent

TSS (mg/L) – monthly average	30	2.6
cBOD (mg/L) – monthly average	25	3.5
Dissolved Oxygen (mg/L)	>1.0	9.8



## Sludge Landfill Operations

- 0.56 million gallons of leachate were hauled last month which is abnormally high.
- 3516 cubic yards of sludge solids were hauled to the landfill



# Capital and Operations Project Summary

COMMISSION REPORT CONTENTS										
Agency Lead	Dept	Proj Desc	Proj #	Budget	Amount Spent	Percent Spent (calc'd)	Percent Complet	Status	Noted Issues / Highlights	
City	WWC	3rd Ave NE, 7th St NE	WWCO2002	\$270,000	\$0	0%	0%	Not Started		
GRPU	WWC	Jetting		\$150,000	\$0	0%	0%	Not Started		
GRPU	WWC	Lift Station 3 Controls Update	WWCO2403	\$25,000	\$0	0%	0%	Not Started		
GRPU	WWC	Lift Station Pumps	WWCO2005	\$35,000	\$0	0%	0%	Not Started		
GRPU	WWT	Septic Hauler Dump Station	WWDO2403	\$553,500	\$0	0%	0%	Not Started		
GRPU	WWT	Landfill Cover Ph 1-4, Ket D	WWSD2301	\$2,085,000	\$0	0%	0%	Not Started		
GRPU	WWT	Trash Compactor	WWDO2302	\$90,000	\$0	0%	0%	Not Started		

### Status Definitions

- Not Started - no human or financial resources utilized
- In Progress - time or money spent on the project
- In Service - operational but final close out needed
- Completed - done and closed out
- On Hold - waiting on some type of significant action