

VILLAGE OF DOWNERS GROVE
Report for the Village
2/2/2021

SUBJECT:	SUBMITTED BY:
Selection of an Enterprise Resource Planning (ERP) System	Judy Buttny Finance Director Dave Kenny Information Technology Director

SYNOPSIS

Two motions are requested and a resolution has been prepared to authorize agreements to purchase and implement a new Enterprise Resource Planning (ERP) system. The motions are to approve contracts with Tyler Technologies, Inc. (Tyler), and N. Harris Computer Corporation (CityView). The resolution is to approve an agreement with BerryDunn McNeil & Parker, LLC (BerryDunn). The total cost of the three agreements over seven years is \$4,213,015, which includes a 15% contingency.

STRATEGIC PLAN ALIGNMENT

The Goals for 2019-2021 include *Steward of Financial, Environmental and Neighborhood Sustainability, Exceptional Municipal Services, Top Quality Infrastructure and Continual Innovation.*

FISCAL IMPACT

The cost for years one and two (FY2021-2022) of this project is \$2,716,216. These costs span two years due to the timing of a staggered implementation schedule and the related payments for Tyler and CityView.

The ERP total project budget is \$3,600,000 during the two-year period. The project is budgeted over two years, primarily in the Capital Fund. This budget represents the total project one-time and annual recurring costs in 2021 and 2022.

	Capital Fund Budget	General Fund Budget	Total Budget
FY2021	\$2,078,000	\$171,000	\$2,249,000
FY2022	\$864,000	\$487,000	\$1,351,000
Total	\$2,942,000	\$658,000	\$3,600,000

UPDATE & RECOMMENDATION

This item was discussed at the January 19, 2021 Village Council meeting. Staff recommends approval on the February 2, 2021 Active Agenda.

BACKGROUND**ERP Project Highlights**

- Complete replacement of the Village's current ERP system
- Multi-year project covering all facets of the Village
- Shift from on-premise to cloud-based systems
- Two vendors:
 - Tyler - Finance and Human Resource Department functions and licensing
 - CityView - Community Development permitting functions
- Consulting services to manage project implementation provided by BerryDunn
- Staggered implementation in 2021 & 2022, full project completion by Dec. 31, 2022

The Village began a multi-year project in the summer of 2019 to replace its ERP system. An ERP system integrates functions across an organization that can serve departments' financial and operational processing needs. Functions include all the Finance Department systems (budgeting, general ledger, payroll and billing), along with building permits, human resources and licensing. System acquisition is one of the largest and most far reaching projects an organization can undertake due to the impact on how work is conducted and the way in which day-to-day tasks are accomplished.

The Village's current ERP is Eden by Tyler Technologies, which has been in place since 2006. Eden has served the Village well over the years, but it is drawing near the end of its useful life. The vendor is no longer providing enhancements or upgrades to this system. Although the software is still being supported by Eden's customer service team, staff is aware that this could end at any time and without significant notice. Related challenges include it not being intuitive, having outdated web functionality, and having limited integration.

The first step of the multi-year ERP project was the approval of the professional consulting services contract to aid in the selection of the ERP vendor(s). This contract with BerryDunn was approved on [August 6, 2019](#). After the BerryDunn contract was approved, BerryDunn began their work assisting the Village with writing the Request for Proposal for vendor selection. The Village issued the Request for Proposal in December 2019 and received eight responses in early 2020. In late summer 2020, the Village interviewed two companies for each of the financial and community development modules with the assistance of BerryDunn. After viewing demonstrations and checking references with other municipalities, the Village chose two vendors for its ERP needs: Tyler/Munis and CityView. The Village chose two systems because none of the vendors could individually meet all the financial functional requirements as well as the needs of the Community Development Department.

Tyler/Munis will be utilized for all of the Village's Finance and Human Resources Department functions, as well as licensing functions. This software is designed specifically for municipal governments and allows for greater efficiency, productivity and data management. CityView will be used for all the community

development functions. CityView has easy to use modules, a public-facing portal allowing electronic permit submittals, connections between the code enforcement and permitting modules and superior connections to OnBase document management system and geographic information systems (GIS).

The terms for each software vendor are as follows:

- Tyler: 7-year term with no increases. Years 8-10 will be subject to 3% increases, with further renewals negotiated by both parties.
- CityView: 6-year term with a 3% increase in years two and three, and a 4% increase in years four through six. Annual renewals after the initial term will be negotiated by both parties. The CityView term is shorter than the Tyler term due to the staggered start of the systems as detailed below.

Additionally, the Village chose to proceed with a contract to continue services with BerryDunn. BerryDunn will serve as the project manager to lead the Village through the implementation of both software systems.

There are two other project-related costs outside of the scope of the three contracts being presented for Village Council consideration. 1) As the project gets underway, the Village may seek to secure additional professional services to assist with day-to-day functions while Finance and Community Development Department staff are working on ERP implementation. These additional costs are estimated not-to-exceed \$85,000. 2) Successful implementation will require the purchase of an OnBase API (Application Programming Interface). This software license will allow CityView to integrate with the Village's OnBase document management system. The estimated cost of this software purchase is \$25,000 and it is scheduled for purchase in 2022.

Upon execution of the three contracts, work will begin immediately on the Tyler/Munis implementation, while CityView implementation will begin early Fall 2021. This staggered methodology is required because the critical financial functions need to be in place prior to the implementation of the CityView software. The Village anticipates completion and full implementation of both systems by December 31, 2022.

Attached is a summary of the project timeline.

ATTACHMENTS

Project timeline Summary

Resolution

Tyler Technologies, Inc. Agreement

N. Harris Computer Corporation Agreement

BerryDunn McNeil & Parker, LLC Agreement

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Village Manager DATE: February 2, 2021
(Name)

RECOMMENDATION FROM: _____ FILE REF: _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to authorize execution of a contract for an Enterprise Resource Planning (ERP) System to N. Harris Computer Corporation (CityView) in the amount of \$1,575,530 plus 15% contingency in the amount of \$236,329.50 for a total not-to-exceed \$1,811,859.50.

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SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a contract for an Enterprise Resource Planning (ERP) System to N. Harris Computer Corporation (CityView) in the amount of \$1,575,530 plus 15% contingency in the amount of \$236,329.50 for a total not-to-exceed \$1,811,859.50.

RECORD OF ACTION TAKEN:



CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this _____ day of _____, 2021 (the "Effective Date") by and between the **Village of Downers Grove, IL**, (hereinafter the "Customer"), and **N. Harris Computer Corporation**, an Ontario Corporation, with its place of business at 4464 Markham Street, Suite 1202, Victoria, BC, V8Z 7X8 (hereinafter the "CityView" or "Vendor"). The Customer and the Vendor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A The Vendor, through its unincorporated CityView division, desires to perform and assume responsibility and obligation for the provision of certain professional services, as hereinafter described, on the terms and conditions set forth herein. Vendor represents that it is experienced in providing business process automation and implementation services to public clients and is familiar with the scope of work of the Customer;
- B The Customer desires to engage Vendor to render such services, as hereinafter described, for the Implementation of a Community Development and Land Use System (the "Project") on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Customer and the Vendor agree as follows:

1 OPERATIVE PROVISIONS

1.1 ENGAGEMENT AND SERVICES OF THE VENDOR

Engagement of Vendor. The Customer hereby engages the Vendor and the Vendor promises and agrees to furnish to the Customer, subject to the terms and conditions set forth in this Agreement, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary (the "Services") for the project described in the statement of work set out in [ATTACHMENT D](#) to this Agreement (the "Project"). The Services are more particularly described in [ATTACHMENT A](#) and in the statement of work set out in [ATTACHMENT D](#) attached hereto and incorporated herein by reference.



1.1.1 Performance of the Vendor; Standard of Care. The Vendor accepts the relationship of trust and confidence established between the Customer and the Vendor by the terms of this Agreement. The Vendor covenants with the Customer to perform all Services under this Agreement in a skillful and competent manner, consistent with or in excess of the standards of skill, quality and care adhered to by recognized professionals in the same discipline in the United States of American while performing services of a like or similar nature under like or similar circumstances. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services, and that it shall consider all recent proven and tested methods known and successfully employed by recognized professionals in the same discipline in United States of America. Vendor shall also cooperate with the Customer and any other consultants or contractors engaged by or on behalf of the Customer in performance of the Project. The Vendor covenants to use its commercially reasonable efforts to perform its duties and obligations under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the Customer and the professional standard of care set forth in this Agreement.

2 RESPONSIBILITIES OF THE VENDOR

2.1 The Vendor's Responsibilities for Costs and Expenses. Except as otherwise expressly stated herein, the Vendor shall be solely responsible for all costs and expenses incurred relative to the Vendor, personnel of the Vendor and sub-Vendors of the Vendor in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, telephone and other telecommunication expenses, and document reproduction expenses.

2.2 Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Vendor represents that it possesses the professional and technical personnel required to perform the Services. The Customer retains Vendor on an independent contractor basis and not as an employee of the Customer. Vendor retains the right to perform similar or different services for others during the term of this Agreement. The personnel performing the Services on behalf of the Vendor shall at all times be under the Vendor's exclusive direction and control. The Vendor shall pay all expenses, including, without limitation, all wages, salaries, fringe benefit contributions, payroll taxes, withholding taxes, other taxes or levies and all other amounts due such personnel for the Services or due others as a result of the performance by such personnel of the Services. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, all reports for social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.3 Vendor's Project Manager. The Vendor shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services and act as the Vendor's representative for performance of this Agreement. The Project Manager shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement, and shall be available to the Customer at all reasonable times. The Project Manager shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures employed by Vendor's personnel, as well as the satisfactory coordination of all portions of the Services under this Agreement.



- 2.4 Time of Performance. Generally, Vendor's implementation services bench is booked 90 – 120 days in advance. The Customer will be added to the schedule after a signed agreement is received. Vendor shall complete the Services to be performed by Vendor under and pursuant to this Agreement by a date mutually agreed to in the accepted project plan. This targeted completion date may be modified by mutual written agreement as a result of the fine tuning of the project plan after project start. Vendor shall perform the Services within the term of this Agreement, and in accordance with any schedule of services mutually acceptable to the Parties.
- 2.4.1 Any project schedule provided by Vendor as part of a proposal, is provided only as an example for similar projects. Such a schedule shall not be deemed to be the definitive schedule for the Customer's project. Vendor's project manager will develop a project-specific schedule, subject to the approval of the Customer, which shall not be unduly or unreasonably withheld, within the project plan, and this will become the project baseline, after the data collection process and process mapping is complete and once all applicable information is known (including vacation schedules and other "black-out" periods).
- 2.4.2 Project Plan. The Vendor shall be responsible for meeting specific milestones and providing specific deliverables that will be defined in the project plan to be mutually agreed to by the Parties in writing (the "Project Plan") including without limitation the date of readiness for testing following the completion of Initial Installation and configuration of the software solution. In addition, the Vendor will use its best efforts to meet any turnaround or review times specified in the Project Plan. Should the Vendor fail to meet the agreed milestones or to provide the agreed deliverables or to meet the specified turnaround or review times, the Vendor shall make necessary adjustments to the Project Plan to help minimize overall impacts to timelines and delivery of services. After data collection/process mapping sessions and review, the Project Plan shall be agreed upon and signed by authorized representatives of each Party. The mutually agreed Project Plan, as amended from time to time, shall be attached to this Agreement as ATTACHMENT E and shall be deemed to form part of this Agreement. The Vendor agrees that the project schedule is a dynamic document and as such, only the most current version shall be considered in contract discussion throughout the project.
- 2.5 Software Subscription Agreement. The Vendor will provide the software subscriptions identified in [ATTACHMENT A](#) for the Customer's use as governed by its Software Subscription Agreement.
- 2.6 INSURANCE. During the initial term and any renewal period of this Agreement, Vendor agrees to maintain and pay for the following types and limits of insurance.
- 2.6.1 Workers' Compensation – Coverage shall be in accordance with the laws of the State of Illinois. It shall also include a waiver of subrogation against the Village.
- 2.6.2 Employers Liability as per Workers' Compensation policy
- 2.6.3 Commercial General Liability - Commercial General Liability Insurance required under this Agreement shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under this Agreement. The coverage shall be as follows:

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate



2.6.4 Automobile Liability shall include coverage for all owned, hired and non-owned automobiles in the amount of \$1,000,000 Each Accident.

2.6.5 Technology Errors and Omissions and Cyber Liability coverage limits shall be:

\$2,000,000 Each Claim

\$2,000,000 Annual Aggregate

If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the work under this Agreement. Vendor and any subconsultants or sub-vendors agree to maintain such coverage for three (3) years after completion of the work under this Agreement. Renewal policies during this period shall maintain the same retroactive date.

Cyber Liability component shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to the Customer and for claims involving any professional services for which Vendor is engaged with the Customer for such length of time as necessary to cover any and all claims.

2.6.6 Umbrella Liability coverage shall be no less than \$ 5,000,000.

2.6.7 Other Insurance Provisions.



- 2.6.7.1 Vendor shall have its Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village of Downers Grove by any person, however caused, related to the performance under this Agreement. Such insurance afforded to the Customer shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.
- 2.6.7.2 Vendor shall maintain in effect all insurance coverages required by this Agreement at its sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that Vendor fails to procure or maintain any insurance required by the Contract Documents, the Customer may, at its option, purchase such coverage and deduct the cost thereof from any monies due to Vendor, or withhold funds in an amount sufficient to protect itself, or terminate this Agreement pursuant to its terms.
- 2.6.7.3 Should any of the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will endeavour to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer(s) affording coverage, their agents or representatives, or the issuer of this certificate. All Certificates of Insurance shall be in a form acceptable to the Customer and shall provide satisfactory evidence of compliance with all insurance requirements. The Customer shall not be obligated to review such certificates or other evidence of insurance, or to advise Vendor of any deficiencies in such documents, and receipt thereof shall not relieve Vendor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Customer shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 2.7 Progress. The Vendor shall endeavor to keep the Customer Project Manager and/or his or her duly authorized designee informed on a regular basis regarding the status and progress of the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the Services or this Agreement.
- 2.8 No Set Hours/Right to Contract. The Vendor's obligation hereunder is to complete the Services in accordance with this Agreement and to meet deadlines established pursuant to this Agreement. The Vendor has no obligation to work any particular schedule, hours or days, or any particular number of hours or days. However, the Vendor shall coordinate with the Customer in achieving the results and meeting the goals established pursuant to this Agreement.
- 2.9 Audits. Vendor shall allow a representative of Customer during normal business hours and with reasonable notice (not less than 5 business days) to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement at no cost to Customer. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement. The Customer shall be limited to one request to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement per twelve (12) month period.
- 2.10 Data conversion. In the event that data conversion is required, it is possible there will be anomalies in the data that cannot be reconciled. Vendor will convert the data as it is in the database. However, if there is data that does not match the format of the field (i.e. alpha characters in a numeric field), or if there is inconsistent information, Vendor either will not bring that data in or the inconsistencies will be converted as is. Vendor will report any data anomalies found during the conversion process.
- Records. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement for ten (10) years, and shall provide the Customer advance notice of any intention to purge or otherwise dispose of records. All such records shall be clearly identifiable.



3 RESPONSIBILITIES OF THE CUSTOMER

- 3.1 Cooperation. The Customer shall cooperate with the Vendor relative to the provisions of those Services for which the Vendor is responsible. To the extent permitted by applicable law, the Customer shall provide criteria and information in its possession, or reasonably obtainable by it, as requested by Vendor, and shall make that information and related data available for Vendor's use during the performance of this Agreement. The Customer shall render decisions required by this Agreement within the time indicated, or if not specifically stated, with reasonable promptness so as not to unduly delay the progress of Vendor's Services.
- 3.2 Customer's Project Manager and Project Staff. The Customer shall designate and assign a Customer project manager ("Customer Project Manager") who shall have full authority to represent and act on behalf of the Customer for all purposes under this Agreement. The Customer Project Manager, or his/her designee, shall be the principal officer of the Customer for liaison with the Vendor, and shall review and give approval to the details of the Services as they are performed, in particular, but not exhaustively, Project Plan, Scope of Work, Acceptance Plans, Statements of Completion, Change Order Requests as they may be required during project implementation. In addition, the Customer Project Manager shall ensure proper and timely availability of all Customer personnel required by the Vendor for successful completion of project tasks, in particular, but not exhaustively, Business and Systems Analysts, IT staff, Subject Matter Experts, Users. The Customer designates BerryDunn to be its Project Manager, but reserves the right to appoint another person as Customer Project Manager upon written notice to the Vendor. Any change to project plan shall be dealt with through the Change Order Management process detailed in Section **Error! Reference source not found.** of [ATTACHMENT D](#).
- 3.3 Project Plan. The Customer shall be responsible for meeting specific milestones and providing specific deliverables that will be defined in the project plan to be mutually agreed to by the Parties in writing (the "Project Plan") including without limitation the date of readiness for testing following the completion of Initial Installation and configuration of the software solution. In addition, the Customer will use its best efforts to meet any turnaround or review times specified in the Project Plan. Should the Customer fail to meet the agreed milestones or to provide the agreed deliverables or to meet the specified turnaround or review times, the Vendor reserves the right to modify the project plan accordingly. After data collection/process mapping sessions and review, the Project Plan shall be agreed upon and signed by authorized representatives of each Party. The mutually agreed Project Plan, as amended from time to time, shall be attached to this Agreement as [ATTACHMENT E](#) and shall be deemed to form part of this Agreement. The Customer agrees that the project schedule is a dynamic document and as such, only the most current version shall be considered in contract discussion throughout the project.
- 3.4 Formal letter of completion. No later than forty-five (45) days after Go Live CityView will request a formal letter of completion (Statement of Completion) that substantiates the product has been delivered and is being used successfully in a live, production environment to accept permit applications & code enforcement cases, generate fees, record fee payments and generate correspondence associated with permit & case processing. Any open, in scope feedback items identified prior to Go Live, or during Go Live Facilitation, will be resolved prior to transition to Technical Support or will be included in a mutually agreeable resolution plan that will be provided to the Village. In case of a partial go-live this shall refer to the part of the solution that has gone live.



- 3.5 Compliance with Laws. Customer represents and warrants to Vendor that it and its users will at all times be in compliance with all applicable local, state, federal and international laws, rules and regulations including, but not limited to, those laws regarding restrictions on exports (including the U.S. Export Administration Regulations end-user, end use and destination restrictions by Canadian, U.S. and other governments related to Vendor and its service provider's products, services and technologies), defamation, libel, harm to reputation, privacy, security, data protection, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability. Customer is responsible for determining whether the Services are appropriate for storage and processing of information subject to any specific law or regulation and for using the Service in a manner consistent with Customer's regulatory and legal obligations. Customer is responsible for responding to any request from a third party regarding Customer's use of the Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws Applicable Taxes and Exemptions. The Customer shall be responsible for any sales tax due on fees associated with this Agreement. If the Customer is exempt from sales tax on fees associated with the Services to be provided by Vendor under this Agreement an exempt certificate will be provided to the Vendor upon execution of this Agreement.
- 3.6 Allowance for Suspension or Delay due to Customer. In the event that the Customer shall suspend the performance of Services, delay any deliverable date, or cause a delay in performance by failing to fulfill any of its obligations under this paragraph 3, then the following shall apply: any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay. The due date for any deliverable that is dependent on such performance by the Customer shall be deemed adjusted equitably to allow for the effect of such delay on Vendor's ability to supply or perform such deliverable.
- 3.7 Authority to Enter into Agreement: Customer warrants that it has the authority to enter into this Agreement, so as to bind the Customer to perform the conditions contemplated herein.

4 CONFIDENTIAL INFORMATION

- 4.1 For the purposes of this Agreement, "Confidential Information" shall mean, with respect to a party hereto, all information or material which: is
- 4.1.1 marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking,
- 4.1.2 known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or
- 4.1.3 which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances.
- 4.1.4 Confidential Information of CityView shall also include, without limitation, the Software, the Documentation, and any information with respect to the Services that CityView may provide to Customer from time to time, including without limitation, all information disclosed by CityView relating to the security of its facilities, computer systems and products.
- 4.2 Confidential Information does not include information to the extent that such information:
- 4.3 is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder;



- 4.4 was previously known to the receiving party as evidenced by its written records;
- 4.5 is rightly received by the receiving party from a third party who is not under an obligation of confidentiality;
- 4.6 is approved by the disclosing party, in writing, for disclosure by the receiving party; or
- 4.6.1 is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of CityView shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that CityView may provide to Customer from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by CityView relating to the security of its facilities, computer systems and products.
- 4.7 The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party:
 - 4.7.1 to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement;
 - 4.7.2 to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent.
- 4.8 The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party unauthorized use, disclosure, copying or publication.
- 4.9 In addition to any other restrictions on CityView's use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse CityView in relation to all reasonable fees and other disbursements paid by CityView to comply with such requests, whether by an individual or a government body, or to challenge such requests at either CityView's or Customer's request. Customer represents and warrants to CityView that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.



5 COMPENSATION

- 5.1 Compensation. In consideration of the performance by Vendor of the Professional Services, the Customer shall pay to the Vendor compensation at the rates set forth in [ATTACHMENT A](#) attached hereto and incorporated herein by reference, with a not to exceed amount for the Professional Services of \$422,977.00 (plus \$43,965 in estimated travel expenses) without written approval of the Customer.
- 5.2 Extra Service. The Vendor shall not receive additional compensation for any extra service unless such extra service has been authorized in writing by the Customer prior to the commencement of the extra service, provided that the Change Order Management procedures in [ATTACHMENT D](#) have been followed. Any changes to the total compensation shall require the Customer's approval and further agreement between the parties. The Customer shall pay the Vendor for extra service in accordance with the Vendor's then current services rates. As used herein, "Extra Service" means any work which is determined by Customer to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or for which initial assumptions driving estimated efforts are no longer valid.
- 5.3 Payment of Compensation. The Vendor shall submit invoices to the Customer, and the Customer shall make payments for any undisputed amounts, in accordance with the payments milestones specified in [ATTACHMENT A](#).
- 5.4 Invoice Dispute Procedure. If Customer is in receipt of an invoice and believes that the amount invoiced is inaccurate, the Customer will endeavor to provide Vendor with written notice within five (5) business days, but no later than thirty (30) business days, of receipt of the subject invoice, pursuant to rules promulgated under 50 ILCS 505/1 et seq. Such notice shall contain reasonable detail so Vendor may confirm the issue and respond by either adjusting the invoice, or justifying the amounts billed on the invoice. While an invoice, or a portion of an invoice, is under dispute the Customer may withhold payment for those disputed portions but shall remit payment for any undisputed amounts. While an invoice is under dispute, Vendor shall continue to provide Services consistent with this Agreement and shall not suspend the delivery of Services unless it is determined unfeasible to continue to provide Services based on the nature or scope of the dispute.
- 5.5 Reimbursements. Customer shall reimburse the Vendor for its direct expenses, including, but not limited to, all reasonable travel and accommodation costs, meal expenses of not more than \$65.00 per diem for week days and \$110.00 per diem for weekend days (no receipts provided), including a travel time rate of \$85.00 per hour to be capped at six (6) hours per leg per trip, and all other reasonable expenses incurred in the performance of the Consultant's duties pursuant to the budget for "travel and expenses" described in [ATTACHMENT A](#) attached hereto. Reimbursement for expenses beyond the "travel and expenses" line item in [ATTACHMENT A](#) shall occur only if such additional expenses are agreed upon in writing by the Parties.



- 5.6 Dispute Resolution. Customer agrees to provide Vendor with written notice within thirty (30) days of becoming aware of a dispute. Customer agrees to cooperate with Vendor in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Vendor's appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Vendor fails to resolve the dispute, then the parties may participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in the Circuit Court of DuPage County, Illinois or the federal Northern District of Illinois. Nothing in this section shall prevent Customer or Vendor from seeking necessary injunctive relief during the dispute resolution procedures. If any Fees are not paid when due, then at CityView's discretion,
- 5.6.1 such Fees may accrue interest at the rate of 1.0% (12% per annum) of the undisputed outstanding balance per month, from the date such fee was due until the date paid, and/or
- 5.6.2 CityView may suspend the Professional Services related to any unpaid and undisputed Fees, only after providing written notice of an outstanding balance with an opportunity for Customer to pay within fifteen (15) days.

6 REMEDIES AND LIABILITIES

- 6.1 Remedies and Limitation of Liability.
- 6.1.1 The Customer and the Vendor recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of the Vendor arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and the Vendor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- 6.1.2 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, VENDOR, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY THE VENDOR IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE SERVICES FEES PAID UNDER THE PARTICULAR STATEMENT OF WORK UNDER WHICH THE CLAIM AROSE.



6.1.3 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE, OFFICERS AND EMPLOYEES' ENTIRE LIABILITY AND THE VENDOR'S EXCLUSIVE REMEDY IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE SERVICES FEES PAID TO THE VENDOR BY THE CUSTOMER UNDER THIS AGREEMENT

6.1.4 IN NO EVENT SHALL THE CUSTOMER OR THE VENDOR, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY

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

7 EXPIRATION AND TERMINATION

7.1 Events of Default. Each of the following events shall constitute an "Event of Default":

7.1.1 The Vendor shall fail to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with by the Vendor, if such failure continues uncured for thirty (30) calendar days after the Customer gives the Vendor written notice of the failure and the specific nature of such failure.

7.1.2 The Vendor shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any material provision of this Agreement.

7.1.3 The Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor's insolvency.

7.1.4 The Vendor undergoes a change in control which adversely effects the Vendor's ability to satisfy some or all of its obligations under the Agreement in the discretion of the Customer (except that no internal re-organization of the Vendor with an affiliated company shall be deemed a change in control);

7.1.5 If the Vendor assigns this Agreement without consent of the Customer (except that this subsection shall not apply to an assignment by the Vendor to an affiliated company where the affiliated company assumes all of the rights and obligations under the terms of this Agreement).



- 7.2 Termination Upon Event of Default. In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Vendor, the Customer shall have the right to terminate this Agreement upon written notice to the Vendor.
- 7.3 Expiration. Unless extended as provided for herein, this Agreement shall naturally expire upon receipt of the Statement of Completion from the Customer. The expiration of this Agreement under this term shall neither affect nor require the termination of the Software Subscription Agreement.
- 7.4 Termination for Lack of Appropriations. If Customer should not appropriate or otherwise make available funds sufficient to utilize the Support/Software Services, Customer may unilaterally terminate this Agreement upon thirty (30) days written notice to CityView, wherein such writing shall include a certified copy of the budget in which such non-appropriation, or change in appropriation that makes such funds insufficient.
- 7.5 Termination for Convenience. Customer may terminate this Agreement for its convenience upon thirty (30) days written notice to CityView. Prior to any such termination being effective, Customer will provide an opportunity for a meeting with CityView to discuss alternatives to termination, if any. Upon termination, Customer shall remit payment for all products and services delivered to it and all expenses incurred by CityView prior to receipt of the termination notice. In addition, Customer will not be entitled to a refund of any monies previously paid to CityView if Customer terminates for convenience.
- 7.6 Termination by Vendor. Vendor may terminate this Agreement only upon the breach by the Customer of a material provision of this Agreement such as the Customer withholding undisputed payment for more than thirty (30) days beyond due date.
- 7.7 Effects of Termination: In the event of termination or expiration of this Agreement:
- 7.7.1 All rights granted to Customer in this Agreement shall immediately terminate and CityView will immediately cease to perform or provide the Services.
- 7.7.2 Customer shall return to CityView or at CityView's option purge or destroy all copies of any Confidential Information of CityView in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
- 7.7.3 Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- 7.7.4 Customer will pay all undisputed amounts due under this Agreement up to and through the date of termination, including payment for any undisputed Services which may have been completed prior to the date of termination .



8 WARRANTY AND WARRANTY DISCLAIMER

- 8.1 Limited Warranty. CityView warrants that: (a) it will perform the Professional Services in a professional, timely- thorough, and workmanlike manner in accordance with industry standards; (b) it has the authority to enter into this Agreement; (c) it will perform the Professional Services in a manner that complies with all applicable laws and regulations; (d) the personnel CityView assigns to the project shall have the necessary skills, experience and knowledge to perform their assigned duties consistent with the requirements of Schedule D. In the event CityView provides services that do not conform to this warranty, and that Customer has notified CityView of such nonconformity within ten (10) business days of the performance of such services, CityView will re-perform such services, or provide an equivalent solution, at no additional cost to Customer.

9 GENERAL INDEMNIFICATION.

- 9.1 CityView will indemnify and hold harmless Customer and its agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by CityView's negligence or willful misconduct. CityView shall notify Customer promptly in writing of the claim and CityView shall have sole control over its defense or settlement. Customer agrees to give CityView reasonable assistance, cooperation, and information in defending the claim at CityView's expense. This indemnification does not apply to liability caused by Customer's own negligence.

10 GENERAL PROVISIONS

- 10.1 Nondiscrimination: Vendor shall, as a party to a public contract:

- 10.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 10.1.2 The Vendor certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference.

It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

- 10.2 Sexual Harassment Policy: The Vendor, as a party to a public contract, certifies that it has a written sexual harassment policy that:
- 10.2.1 Notes the illegality of sexual harassment;
- 10.2.2 Sets forth the definition of sexual harassment;
- 10.2.3 Describes sexual harassment utilizing examples;
- 10.2.4 Describes the Vendor's internal complaint process including penalties;



- 10.2.5 Describes the legal recourse.
- 10.3 Drug Free Work Place: Vendor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 10.3.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Vendor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 10.3.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Vendor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 10.3.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 10.3.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 10.3.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 10.3.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 10.3.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 10.4 Patriot Act Compliance: The Vendor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants to the Village that the Vendor and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Vendor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.
- 10.5 Rights to Employ Other Vendors. The Customer reserves the right to employ other Vendors in connection with this Project.



- 10.6 **Assignment.** Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- 10.7 **Conflicts of Interest; Prohibited Interests.** Vendor maintains and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Customer shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Customer, during the term of his or her service with Customer, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 10.8 **Subcontracting.** The Vendor shall not subcontract any portion of the Services except as expressly stated herein, without prior written consent of the Customer. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
- 10.9 **Waiver.** No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.
- 10.10 **Notices.** Any notice required or permitted to be given by any party pursuant to this Agreement shall be given by means of electronic message. The notice shall not be conclusively deemed given and received until a representative from the receiving party has responded to the initiating party by email within five (5) business days. Notice shall be deemed given and received on the date that the receiving party's representative contacts the initiating party. In the event that the receiving party fails to respond to the initiating party by email, the initiating party may subsequently give notice in writing by prepaid registered post. If the prepaid registered post is sent within ten (10) business days after the initiating party sent the initial electronic message, the notice shall be deemed given and received on the original date that the initiating party sent the initial electronic message. If the prepaid registered post is sent more than ten (10) business days after the initiating party sent the initial electronic message, the notice shall be deemed given and received on the date that the prepaid registered post was sent by the initiating party. The electronic message or prepaid registered post shall be addressed, in the case of Vendor to:

CityView	and in the case of the Customer, to:
Attention: Sean Higgins	Attention: Village Manager
Address: 4464 Markham St., Suite 1202	Address: 801 Burlington Ave
Victoria, BC V8Z 7X8	Downers Grove, IL, 60515



Phone: 800.665.5647	Phone: 630.434.5526
Email: shiggins@harriscomputer.com	Email: dfieldman@downers.us

- 10.11 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- 10.12 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the federal laws of the United States of America applicable therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Venue shall only be proper in the Circuit Court of DuPage County, Illinois or the Northern District Federal Court in Chicago, Illinois.
- 10.13 Days. Any term in this Agreement referencing time, days, or period for performance shall be deemed to be calendar days and not work days.
- 10.14 Currency: Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of the United States of America.
- 10.15 Entire Agreement. This Agreement, together with the Attachments attached hereto, contains the entire agreement of the Customer and the Vendor, and supersedes any prior or contemporaneous written statements or agreements between the Customer and the Vendor. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties. Under no circumstances shall the provisions of a purchase order supersede those of this Agreement.
- 10.16 Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on, and shall inure to, the benefit of the successors and assigns of the respective parties.
- 10.17 Counterparts. This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.
- 10.18 Captions. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.
- 10.19 Construction. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party.



- 10.20 Cooperation/Further Acts. The Parties shall fully cooperate with one another in attaining the purposes of this Agreement. In connection therewith, the Parties shall take any additional further acts and steps and sign any additional documents as may be necessary, appropriate and convenient to attain the purposes of this Agreement.
- 10.21 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 10.22 Force Majeure. Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, pandemic, epidemic, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.
- 10.23 Freedom of Information: The Vendor acknowledges that the Illinois Freedom of Information Act applies to certain public records, as defined therein, which may be in possession of the Vendor or a subcontractor. Vendors and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et seq.) to the extent that the Act applies to the documents in question.
- 10.24 Professional Services Fees. Customer agrees to pay Vendor the professional services fees in the amounts set forth in [ATTACHMENT A](#) Payment Milestones and Project Deliverables, in this Agreement. Those amounts are payable in accordance with CityView's Compensation policy in paragraph 4. Customer acknowledges that the fees stated in the [ATTACHMENT A](#) are based on historical norms of the amount of time and materials required for the Customer's implementation. Should Vendor's historical norms be invalidated as a result of new or different information coming to light, Vendor will advise the Customer of any discrepancy and its implication. Any required adjustment will be reconciled during budget validation.



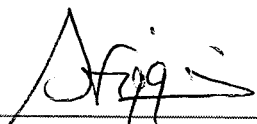
IN WITNESS WHEREOF the Parties have executed this Agreement to be effective on the Effective Date by their duly authorized representatives.

ACCEPTED

ACCEPTED

CityView Authorized Signature:

Customer Authorized Signature:



Name: Sean Higgins

Name:

Title: Executive Vice President

Title:

Date: January 13, 2021

Date:



LIST OF ATTACHMENTS

[ATTACHMENT A](#) - Payment Milestones and Project Deliverables

[ATTACHMENT B](#) - Intentionally Omitted

[ATTACHMENT C](#) - Intentionally Omitted

[ATTACHMENT D](#) - Statement of Work

[ATTACHMENT E](#) - Project Plan



ATTACHMENT A Payment Milestones and Project Deliverables

Solution Implementation	Deliverables	Payment Milestone	Payment Terms
Remote Infrastructure Review	Remote review of customer infrastructure for purposes of accessing CityView Workspace and for interface purposes. Provide questionnaire to customer for completion. Study of hardware and software infrastructure in context of optimization for CityView. Provision of hardware and software infrastructure report.	\$700	Invoiced on delivery of infrastructure report
Project Kickoff, online Process Mapping (onsite & remote components)	Project kick-off and confirmation of project plan. CityView Select process mapping with online workbooks and other digital materials, including up to 6 Subject Matter Experts (SMEs) per session. Online workbook completion for Property Information, Permits & Inspections, Code Enforcement, and Cashiering. Includes up to 6 person days on site for customizations & custom workflows. Deliverable is the Scope Document with completed online process mapping answer sheets, other digital materials provided by CityView & completed by customer and, where applicable, customizations & custom workflows definition.	\$33,600	50% invoiced upon commencement of online Process Mapping, 50% invoiced upon Village Sign-off of Scope Document
Installation (remote) and Environment Management	Initial Installation of CityView environments (production & test) on client site. Test to ensure proper operation. May require on site setup determined at Kickoff Meeting. Management of environment through upgrades etc. through the life of the implementation. Includes up to 3 installs. Deliverable is successful set up of CityView in Production and Test environments on client site.	\$4,200	Due upon completion of the remote host site Initial Installation
Data Mapping/Interfaces (can include onsite & remote components)	Provide customer with data mapping templates and instructions for completion. Validate data conversion and interface requirements and cost. Includes 4 person days onsite. Deliverable is signed-off data mapping and interface documentation.	\$11,200	50% invoiced upon commencement of data mapping; 50% invoiced upon Village Sign-off of Data Mapping Document
Configuration	Configuration based on completed Scope Document. Deliverable is CityView-hosted development environment ready for review & validation & configuration refinement.	\$75,250	50% invoiced upon commencement of the configuration; and, 50% invoiced upon scheduling of the first review & validation session and due on or before the first review & validation session.
Custom Report Development (bucket of 100 hours)	Development of custom reports as defined in the signed Scope Document.	\$27,344	50% invoiced upon commencement of the custom report development; and, 50% invoiced upon scheduling of the first review & validation session and due on or before the first review & validation session.



Data Conversion (The costs included for data conversion are based on historical norms and will be reconciled during budget validation)	Initial Data Conversion. Deliverable is CityView-hosted development environment ready for data conversion validation testing.	\$21,000	Invoiced upon commencement of the data conversion
Customizations and Integrations (The costs included for customizations and integrations are based on historical norms and will be reconciled during budget validation)	Create any customizations and interfaces agreed to in the scope and provide reference documentation for client. Currently this includes Integration with Tyler ERP (Munis) and Lucity. Deliverable is CityView-hosted development environment ready for remote review & validation session of customizations and interfaces.	\$62,344	50% invoiced upon signing of scope document; 50% due upon completion of User Acceptance Testing.
Remote Review Sessions for Validation and Refinement	Perform remote review sessions, focusing on configuration and workflow, data conversion, customizations and interfaces (where applicable). If it is determined that additional reviews are required outside what is stated in the Statement of Work, an estimate will be provided. Gather validation feedback. Identify in-scope vs. out of scope feedback. Implement any in-scope refinements arising out of the validation. Complete in-scope refinements arising from two week final client-acceptance testing. Deliverable is final, end-user-training-ready environment. Written acceptance by client is required.	\$55,475	50% invoiced on the first remote review session; 50% invoiced upon completion of in-scope validation refinements.
Training (onsite unless otherwise specified)	<p>14 days end-user training for:</p> <ul style="list-style-type: none"> • CityView Basics (up to 40 students) • Permits & Inspections (up to 30 students) • Code Enforcement (up to 10 students) • Cashiering (up to 5 students) • Bluebeam (up to 25 students, remote) • CityView Mobile (up to 25 students) • CityView Portal (up to 6 students, remote) <p>7 days advanced-user training for:</p> <ul style="list-style-type: none"> • CityView Reporter (up to 4 students) • Configuration & Maintenance (up to 6 students) • System Administrator (up to 4 students, remote) 	\$41,564	Invoiced upon the first day of user training.
Data Update / Install (Remote)	Final data update/conversion to get current data into client database for go-live. Must be the same scripts used in initial data conversion. Data must be verified by both CityView and Client before go-live. Sign off required. Deliverable is final data conversion for Go-live.	\$1,400	Invoiced on the first day of Go Live Facilitation.
Onsite Go Live Facilitation	5 days of onsite facilitation (with 2 Implementation Specialists) to provide over-the-shoulder guidance and training to users. Should travel restrictions still be enforced, Go Live Facilitation will be successfully delivered remotely.	\$21,000	Invoiced on the first day of Go Live Facilitation.
Additional Post Go Live Facilitation	10 days of onsite facilitation (with 1 Implementation Specialists) to provide over-the-shoulder guidance and training to users. Should travel restrictions still be enforced, Go Live Facilitation will be successfully delivered remotely.	\$21,000	Invoiced on the first day of additional Post Go Live Facilitation.



Project Management	Ongoing management of all implementation services. Based on 268 hours of Project Management, should delays by the customer occur and require additional project management, time may be billed at \$175/hr. upon notice to the customer.	\$46,900	50% due upon commencement of data collection, 50% balance due upon completion of user-acceptance testing.
Travel & Expenses (All onsite time is subject to travel restrictions being lifted. Should Covid -19 limit our ability to travel, all onsite services will be conducted remotely at the same cost (less travel & expenses.)	Budget for travel and expenses for services to be conducted on site customer (budget assumes 9 person trips and 54.75 days spent on site). If additional travel is mutually agreed to be warranted, this will be charged at cost of flights, accommodation and expenses plus \$65/weekday (\$110/weekend day) per diems & \$85/h travel time (6 hours per leg).	\$43,965	Invoiced and due as incurred
Total Services		\$466,942	

All Payment terms are subject to the Local Government Prompt Payment Act, 50 ILCS 505 to the extent that act applies, and if not, then the Village shall make payments to the Vendor within forty-five (45) days from the date of receipt of the invoice.



ATTACHMENT B Intentionally Omitted



ATTACHMENT C Intentionally Omitted



ATTACHMENT D Statement of Work
(under separate cover)



ATTACHMENT E PROJECT PLAN

The project plan will be defined by the Project Managers as an initial step in the project. Start date will take into account each party's current schedule of activities. The Village intends to target an early fall of 2021 project start. The Village will be added to CityView's schedule, upon consultation with the Village, after a signed agreement is received. A preliminary sample Project Plan is included within this schedule and will be used as a baseline for expectations as to timelines and overall sequencing, and will be further refined upon project initiation.



SCHEDULE D
STATEMENT OF WORK

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1 OBJECTIVES

The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes or implementing technology to enhance existing business processes performed by Village departments. By implementing CityView for Community Development, the Village seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- a. Centralize systems to reduce the number of disparate processes and duplicate entry
- b. Make system reporting easier and reports available at all levels of the organization
- c. Decrease the reliance on paper-based processes
- d. Improve workflow processes
- e. Implement functionality to support transparency for the public to access information and documents, while working to ensure security standards are in place
- f. Increase self-service for both staff and the public with an improved web portal that accommodates mobile devices
- g. User friendly dashboard and increased ease of use and functionality

CityView is selected to help the Village of Downers Grove manage and overcome these challenges and meet the project objectives. The following statement of work describes the activities that will be undertaken in the implementation of CityView for the Village.



2 SCOPE

The Project scope:

1. Setup the externally hosted solution for CityView Property Information, Permits and Inspections, Code Enforcement, Cashiering, CityView Portal (for Property Information, Permits & Inspections, and Code Enforcement), CityView Mobile (for Permits & Inspections and Code Enforcement inspections) and CityView Electronic Plans Review (which includes licensing Bluebeam Revu (eXtreme)).
2. Setup CityView integrated extensions including CityView Esri ArcGIS Server mapping extension, CityView Supported [OnBase] EDMS Extension, CityView MS Word Add-in, CityView Gmail Add-in, CityView Google Calendaring, CityView Preferred (InvoiceCloud) Payment Processor Extension and CityView Integration Services Extension.
3. Collect Village-specific data through a series of remote and onsite (6 days) data collection for lookup table values, fees, letters, workflow-specific values (assigned to, required dates, responsible disciplines, resource groups, email triggers), reviews, inspections, submittal requirements, expiration dates and processes, violations and corrections codes, and other related values for Permits & Inspections and Code Enforcement. The data collected will provide the CityView Project Team relevant documentation such as fee schedules and letter templates, and this data will be further provided through the Village's completion of the CityView workbook for each specific CityView solution.
4. Collect Village-specific requirements for a total of up to six (6) custom workflows across the products subscribed to, or equivalently effort-intensive changes to the CityView Select workflows. The six (6) custom workflows may be apportioned across the products subscribed to, and may include for Permits & Inspections, and for Code Enforcement. The Village intends on implementing their planning processes in Permits & Inspections, which will be accounted for within the six (6) custom workflows included.
5. Provide a hardware and software infrastructure questionnaire for completion by the Village. Review questionnaire response and provide Infrastructure Assessment Report on any possible deficiencies in hardware and/or software infrastructure as far as suitability for optimal running of CityView in a hosted subscription environment.
6. Configure CityView Property Information, Permits & Inspections (including planning permits), Code Enforcement, Cashiering, Portal, Mobile, and Electronic Plans Review using the data collected in CityView's web-based configuration workbook as well as other digital materials provided by CityView. This will include the following:
 - a. Lookup table data.
 - b. Custom data fields for specific data capture requirements. The assumption is a maximum of 20 custom fields per area of functionality (i.e. Property Information, Permits and Inspections and Code Enforcement). Additional fields can be added through budget validation, change order, or by the Customer once the configured system is delivered.
 - c. One-time configuration of fees, following scope acceptance, specific to the permit and case types being tracked through the system.



- d. Refinements to the CityView Select workflows, including the assigned to, required dates, email notifications, responsible disciplines and resource groups. This task also includes connection or disconnection of sub-workflows based on the Village's requirements.
 - e. Configuration up to six (6) custom workflows across the products subscribed to, or equivalently effort-intensive changes to the CityView Select workflows. The six (6) custom workflows include for Permits & Inspections and Code Enforcement.
 - f. Adjustment of the existing CityView scheduled processes for permit expirations. These include; Permit Expiration: Set Permit Status to Expired, Permit Application Check Invalid Licenses, Permit Expiration: Add Generate Expiration Warning Notice Activity, Permit Expiration: Add Generate Expiration Notice Activity, and Permit Expiration: Add Progress Inspection Activity
 - g. Configuration of up to fifty-eight (58) total letter templates across the defined areas, including approximately forty (40) letter templates for Permits & Inspections, fifteen (15) letter templates for Code Enforcement and three (3) letter templates for Cashiering. The apportionment of letters across functional areas may be determined through the implementation process.
 - h. Additional configuration (workflows, letters, etc.) as required or desired by the Village and mutually agreed to through written change order.
 - i. Spatial Queries - CityView accomplishes spatial queries using its business rules engine. Most spatial queries are simple to create and can even be added by your system administrator(s) post-go live! Until we know the particulars of your maps and your business requirements, we cannot know if there are any spatial queries that will require non-standard configuration or customizations; therefore, this agreement accounts for 8 hours to provide up to 4 spatial queries.
7. Capture Customer's relevant historical, electronic data as defined in the following table and convert this into CityView. The costs included in this agreement are based on historical norms and will be reconciled during budget validation.

Type of Electronic Information	Requested Conversion Item	Source
Code Enforcement and Inspections	All cases, case actions, case violation information, generic inspection information, case cash receipts information, user setup and code files	Accela PublicStuff (Code Enforcement) Tyler Eden (Inspections)
Permitting and Planning data	All permits with associated information including general permit information, application names, miscellaneous information, structure setup, application tracking, permit setup, cash receipts and	Tyler Eden



	charges, application fees, inspections results	
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No other data sources are assumed to be involved.

CityView will convert the data as it is in the source database. However, if there is data that does not match the format of the field (e.g. alpha characters in a numeric field), or if there is inconsistent information, CityView either will not convert that data or the inconsistencies will be converted as is. CityView will report any data anomalies found during the conversion process.

8. Create an interface to the Village’s Electronic Document Management System (OnBase) using CityView’s standard EDMS Integration Framework. CityView will configure the integration framework for integration with the Village’s EDMS, for posting electronic documents from CityView to the Village’s EDMS and dynamically retrieving them from Customer’s EDMS. The costs included are based on historical norms and will be finalized prior to Scope sign-off and will be reconciled during budget validation, once all the interface requirements have been reviewed and agreed to by both parties.
9. Develop property integration with the Village’s central parcel data using CityView’s property integration tool.
10. Set up the export for exporting cash receipting information to Customer’s General Ledger system (Tyler Munis) from CityView Cashiering.
11. Create the following additional interfaces from CityView to:
 - a. Integration with Tyler ERP to determine if utility bills have been paid prior to permit issuance
 - b. Integration with Lucity
12. The costs included are based on historical norms and will be finalized prior to Scope sign-off and will be reconciled during budget validation, once all the interface requirements have been reviewed and agreed to by both parties.
13. A contingency of one-hundred (100) hours has been included for the development of custom reports should the Village determine any are needed.
14. Implement user security settings according to customer completion of organizational role spreadsheets defining the out of the box organizational roles inherent in the solutions.
15. Deliver pre-configured reports for Permits and Inspections, Code Enforcement, and Cashiering including the following reports:

Permits & Inspections	Code Enforcement
Outstanding Fees	Case Status
Fee Paid in Full	Cases Follow-up
Inspection Outcome	Case Summary
Inspection Schedule	Incident History
Inspections by Inspector	Case Locator
Average Daily Inspections	Inspection To Do
Inspections To Do	Inspection Schedule
Permit Status Summary (By Status)	Deposits and Bonds Summary



<p>Permits & Inspections</p>	<p>Code Enforcement</p>
<p>Permit Status Summary (By Type) Permit Status Summary (By Contractor) Permit Value Permit Turn-Around Deposits and Bonds Summary Escrow (By Revenue Account #) Permit Locator Permit Turn-Around Detail Report Permit Time Spent Application Review Tickler Building & Safety Revenue Report Certificate of Occupancy Listing Public Works Permit Status Summary Review – Decision Date</p>	<p>Escrow (By revenue Account#) Compliance Report Officer Activity by Case Officer Activity by Inspection Portal Cases Entered Today</p>
<p>Cashiering</p>	<p>Other</p>
<p>Payment Detail Payment Detail (By Cashier) Daily Cash Out (By Revenue Account Number) Daily Cash Out (By Payment Type) Daily Cash Out (By Payment Type) With Fee Types Daily Cash Out (By Fee Type) Daily Cash Out (By Receipt) Reversals Daily Cash Out for Cashier (By Payment Type) Fee Maintenance General Cashiering Report Payment Detail By Transaction Today's Portal Payments</p>	<p>Transactions Audit Report Distribution List Report</p>

16. Perform the installations and upgrades of the hosted environment (production and test) through the life of the project. This includes the provision of 3 installs:
 - a. Initial Installation
 - b. User Acceptance testing
 - c. Go-Live delivery

All installs are completed remotely. The assumption is the Village has provisioned for any infrastructure changes detailed in the Infrastructure Assessment report and that the infrastructure used for the Initial Installation will be unchanged throughout the life of the project. Should there be changes, additional costs may apply where environment management efforts are increased. Should additional installs be required, these will be mutually agreed through the change order process.

Each install includes installation of a clean City View environment, including:

- a. Management Server
- b. Application Server



- c. Workspace Server
- d. CityView Mobile, Portal and/or Integration Server as subscribed to

Initial Installation does not include the configuration of Microsoft SQL Server Reporting Services (SSRS) reports, connection to ArcGIS Server, configuration of the Electronic Document Management systems integration framework and Payment Processor integrations, where included under contract. These configurations are performed during the installation for User Acceptance Testing.

CityView is not responsible for installing or configuring any other software or components, e.g. Network Security, IIS configurations, SSL Certificates, Server communication including external traffic related to Portal. Infrastructure support requested to assist with or troubleshoot issues in these areas may result in additional costs.

- 17. Conduct up to three (3) remote validation and review sessions, for each of Permits and Inspections, Planning and Code Enforcement with the appropriate subject matter experts (“SMEs”). Each session is two to three (2-3) hours. Any additional sessions required will be mutually agreed to, and a change order will be completed. Additional corrections and modifications will be captured and corrected from each session.
- 18. Conduct twenty-four (24) days of user training consisting of (22) days onsite and (2) days of remote training. This will include:
 - a. Fourteen (14) days of end user training.
 - b. Seven (7) days of advanced user training (onsite and remote) to include configuration (5 days onsite), reporter (1 day onsite), and system administrator training (1 day remote).
 - c. Five (5) days of onsite Go-Live Facilitation (with 2 Implementation Specialists) to ensure comfort with the new system.

(All onsite time is subject to travel restrictions being lifted. Should Covid -19 limit our ability to travel, all onsite services will be conducted remotely at the same cost (less travel & expenses.)

- 19. A contingency of ten (10) days onsite has been included for additional post Go-Live Facilitation should the Village determine any are needed.
- 20. Ongoing support and maintenance of the software under the CityView Software Subscription Agreement.

2.1 EXCLUSIONS

- 1. Provision of hardware, databases and third party software that are not provided by CityView with a hosted environment.
- 2. Setup and support of network infrastructure supporting CityView.
- 3. Quantities, of the following items, that are in excess of those defined in “Scope (Inclusions)”, are specifically excluded, unless addressed by a change order:



- a. Letter configuration
 - b. Custom data fields
 - c. Spatial queries
 - d. Training
 - e. Customizations and interfaces
 - f. Custom workflows
 - g. Custom reports unless agreed to in the scope document or through a formal change order. A bucket of 100 hours has been included for the development of custom reports to be defined during the project scoping phase.
 - h. Batch/scheduled processes
4. Non-standard configuration – standard configuration is what is provided in the “Inclusions” above and what comes preconfigured in the system. Examples of non-standard configuration would include: modifying record-level security from what is pre-defined; defining organizational role security criteria other than those defined in the out of the box organizational roles (e.g. read-only access to some sheets, read-write to others); creating batch processes other than those defined in the product for permit expirations; creating business rules defining specific outcomes that are tied to specific users of the system only (e.g. message box reminding of a process that needs to be followed but where that message box is only invoked where a specific user is logged into the system). While these are not included in the Project’s scope, the configuration tools are provided for Customer to undergo such configuration itself.
 5. CityView provides the integration with third-party payment processing systems to accept online payments. CityView does not provide third-party payment processing systems but the integration of CityView with such processors, is included. CityView customers are required to obtain their own payment processor license through agreement with the selected vendor. Invoice Cloud and Paymentus are preferred.

2.2 ASSUMPTIONS

1. Data conversion (as referenced in item 7 of Section 2 above) costs included in this agreement are based on historical norms and will be reconciled during budget validation.
2. Fee schedules provided to CityView as of January 4, 2021 were reviewed, and CityView’s assumptions of the effort to configure fees are subject to this fee schedule. The Village intends on starting the CityView project in late summer/early fall of 2021, and expect the fee amounts/values in the established fee schedules to be updated in 2022. The project schedule will account for this. The Village acknowledges there may be schedule implications as a result and that the fee configuration based on the 2022 fee schedule cannot begin until the 2022 schedule has been approved which may result in a delay of the final scope approval. A change in fee schedules configuration (excluding the price increases/changes to existing fee schedules) may cause Work Items/Fee Type relationships to change, resulting in re-configuration of fees and re-valuation of the configuration by the Village. Should the Village’s fee schedule change additional configuration charges may apply.



3. The software implementation is based on CityView’s understanding of the number of “responsible disciplines” managing the processes within each product. Budgeted effort is allotted to various aspects of the implementation based on this number. For example, if the project to implement CityView Permits & Inspections includes scope for building permits, encroachment permits and fire permits, and each of these is managed separately by a different responsible discipline, then the budget estimate is based on 3 responsible disciplines needing independent sessions for data collection, validation & refinement and end user training. If, however, all of those permit types were managed by the same people under one Customer Service Centre, then this would be classed as 1 responsible discipline and the budgeted effort for data collection, validation and refinement and end user training is lower.

CityView’s understanding of the Customer’s responsible disciplines is as follows:

- Permits and Inspections (4 disciplines (Building Permits, Planning Permits, Fire, and Public Works), and Code Enforcement (2 disciplines (Community Development and Public Works)).
- As shown in the matrix of requirements, the Village has decided not to implement CityView Planning or CityView Business Licensing. The Village intends to use CityView Permitting to address limited Village processes related to Planning, while Business Licensing will be addressed through Tyler Munis.

3 WORK APPROACH

The implementation will involve five phases: Project Planning, Scheduling and Data Collection; Configuration; Review and Validation; User Acceptance Testing; End User Training and Go-live Support.

Village sign off is required before initiating a new phase. This provides key milestones in the Project to review progress, confirm objectives, and detail the activities and timelines for the next phase. Sign off involves acceptance that all pertinent deliverables have been made and confirmation of the budget and timeline for the next phase.

Phase 1: Project Planning, Scheduling and Data Collection

Project Kickoff

The CityView Project Manager will review all documentation with respect to the implementation in order to prepare the materials for the Project kickoff and conduct the official project kick-off.

CityView will prepare the initial Project Plan which will include but not be limited to the Implementation Plan and Communication Management Plan, and these Plans will be reviewed collaboratively with the Village project team and updated as necessary.

Remote Infrastructure Review

CityView will analyze the Village’s existing infrastructure to identify any potential areas that may result in sub-optimal performance for the hosted subscription delivery model. CityView’s Infrastructure Review Specialist will verify remote accessibility, available bandwidth and techstack compatibility and advise the Village’s network specialists of the hardware and software prerequisites required to optimize the performance of the Village’s system. CityView will conduct this review remotely, off-site.



Should CityView Workspace be required at remote Customer facilities (offsite facilities, not directly connected to LAN, i.e. where performance could be an issue), CityView latency/load testing will need to be done to check performance of CityView at these remote sites.

Initial Installation

CityView will conduct a trial installation for the purposes of testing the network infrastructure for use of CityView, to provide training for the network administrators on its installation, and to provide an environment for testing integrations dependent on the Village's other systems. The development environment hosted by City View, however, will still be the principal environment for configuration, validation and refinement.

Product Walkthroughs/Process Mapping

CityView will provide the Village with a data collection workbook, as well as guidelines on how to complete the document. This is accompanied by walkthroughs/demonstrations of the pertinent CityView products to provide the Village's SMEs with an understanding of the workings of each of the products and their data requirements for configuration.

The walkthroughs ensure the Village's users:

1. Learn the basics of the activity-based workflows.
2. Learn how to complete the online workbooks and/or other digital materials provided by CityView.
3. Learn how to provide the data for Customer's fees, letters, lookup tables, and scheduled processes named above.
4. Understand the data mapping process.
5. Process Mapping sessions are also conducted and designed to impart the skills Customer's SMEs require to complete their homework assignments. Users are provided with an in- depth knowledge of CityView table structures and the formats required to streamline the data collection process. Each session will be from two (2) to four (4) hours, depending on the product. Sessions will be held for each of CityView Permits and Inspections (four (4) sessions) and Code Enforcement (two (2) sessions).

Data collection will involve remote and onsite services. Onsite time will be devoted to six (6) days for the collection of the specifics for up to six (6) Customer workflows to be created as well as four (4) days for the definition of data conversion and interface requirements. A total of ten (10) days of onsite time is planned.

This stage is also used to better understand the customization requirements.

The main deliverable at the end of the Data Collection phase is the "Scope Document." The Scope Document will reference, where applicable, documentation that needs to be included in the implementation, such as RFP functional requirements, the answer sheet from the online data collection workbooks, other digital materials that were provided by CityView and completed by the Village, data mapping documents, and interface/customization design documents.

Budget Validation

Once all of the data is collected from the Village, the CityView Project Manager (the "CityView PM") will review requirements in accordance with this Statement of Work and the other Contractual Services Agreement documents to identify anything that is not accounted for in the scope. The CityView PM will also validate any estimates made as part of this proposal, including:



1. Data conversion requirements.
2. List of customizations and interfaces

If budget validation reveals that any costs provided were insufficient, the CityView PM will inform the Village of such and prepare appropriate change order requests if required.

Professional Service/Implementation hours included in the Agreement may, through written mutual agreement, be reallocated across the services line items defined within the Agreement/Statement of Work as required or deemed necessary during the Project. For example, unused hours associated with a task, or for a task that is determined to be a lower work effort through initial planning and analysis, those hours that may not then be used may then be reapportioned to other tasks which may require additional work effort.

The next steps will not commence until sign off on budget validation and data collection occurs. This protects both parties against the risk of unclear expectations.

Phase 2: Configuration

Data Conversion

Data conversion will commence once both parties are comfortable with the output of the data mapping exercise. CityView's specialist will create the scripts that parse, derive, and translate the source data into the ideal format for CityView. To reduce the time and effort associated with this phase CityView requires that the Customer provide data in one of the following formats: SQL Server, .mdb, .dbf, BAK, or .txt. Documentation must accompany any databases provided in .txt format so that our data conversion specialists do not have to infer what the format of the file is (particularly in the case of non-delimited .txt files.) The initial data conversion will run the scripts to provide a means for verification of correctness during the validation stage of the Project. CityView will complete a final iteration (using the same scripts) immediately prior to go-live.

Data Conversion Assumptions

Data migration services are priced based on the following general assumptions:

1. Data has been cleaned according to the suggested guidelines.
2. Both parties have reviewed and signed off data mapping before proceeding to data conversion.
3. CityView will perform one complete data load prior to validation testing, one complete refresh prior to End User Training and Go-live Support, and one complete refresh at go-live. CityView will make all other fixes using targeted scripts. CityView can perform additional complete refreshes if the parties mutually agree through a written change order.
4. The Village provides data in one of the required formats: SQL Server, .mdb, .dbf or .txt. Documentation must accompany any databases provided in .txt format so that our data conversion specialists do not have to infer what the format of the file is (particularly in the case of non-delimited .txt files.)
5. CityView will complete the final iteration using the same scripts. Should changes occur that affect the scripts, a change order will be required prior to any delivery.

Configuration



CityView will configure the CityView products based on industry best practices and with the data collected and signed off from Phase 1: Data Collection. CityView will create a single development environment and the Implementation Specialist will lead the configuration of that environment. This will involve the following components:

1. **Letter Template Development** – CityView’s letter generator will be used to create up to 58 letter templates according to electronic samples provided by the Village with data merge tags defined. Letter samples must be provided in MS Word format. The Village is provided the letter generation tools so that its SMEs can create additional letters to meet additional or future requirements.
2. **Fees, Valuation and Work Items** - All the fees are configured in the Village’s CityView environment. Fee configuration is a one-time load. Should the fee schedule provided to CityView be changed or updated prior to go live, and additional configuration is required, a change order will be required.
3. **Activities Workflow** – All the CityView Select workflows will be configured with the Village specific requirements for assigned to, required dates, email notifications, responsible disciplines and resource groups. In addition, existing sub-workflows may be removed, or added to the main workflow, depending on the Village’s specific processes. Should the required changes to the CityView Select workflows be significant and go beyond the refinement activities mentioned above, additional costs may apply through mutually agreed change order. CityView will configure up to six (6) custom workflows or equivalently effort-intensive changes to the CityView Select workflows.
4. **Custom data fields** - Custom data fields to meet the Village’s specific data capture needs will be defined for each pertinent table where they are required and configured accordingly, along with the business rules to apply these data fields where appropriate.
5. **Lookups** – All lookup data defined during Phase 1 Data Collection, is entered into the system.
6. **Security** – Users are assigned to the roles and given permissions that are pre-defined in the products, based on information collected during data collection. Should additional user-level and record level security be required other than as defined in the solution’s organizational roles, additional costs may apply.
7. **Batch Rules and Scheduled Processes** – the named CityView Select batch rules and scheduled processes will be refined according to the requirements for permit expiration.

Customizations

Customizations, both those in the scope of work and any agreed to as a result of data collection and change order, will be undertaken at this point.

Interfaces

Interfaces, both those in the scope of work and any agreed to as a result of data collection and change order, will be undertaken at this point.

Quality Assurance (QA)

CityView undertakes quality assurance activities throughout each of the above phases (Data Conversion, Configuration, Customization and Interfaces). All customizations and interfaces are



tested by CityView's QA Team prior to the applicable software build being released to the Village. The quality of the configuration and data conversion are reviewed by a peer review committee which includes the CityView Project Team, members of CityView's research and development staff and management, and occasionally the Village's SMEs.

Phase 3: Review and Validation

The CityView PM will work with the Village to establish the Review and Validation Plan, i.e. to determine when certain review and validation sessions will be given and who should attend.

Review and Validation

CityView will undertake a series of three (3) remote review and validation sessions with Customer's SMEs, for each of Permits and Inspections and Code Enforcement to work through the validation of the configuration based on the data collection materials and scope document.

These sessions will be led by CityView implementation specialists. Eventually, the SMEs will be expected to lead some sessions for each product. By the final session the Village's SMEs will have reviewed and validated the bulk of the configured system and be able to:

1. Navigate the system through the Village-specific processes and workflow.
2. Generate and test fees.
3. View and validate look up tables.
4. Generate and test letters and documents that have been configured.
5. Use scenario-based examples to test and validate automated business rules.

Review and Validation will be conducted against the development environment, hosted by CityView. During the Review and Validation sessions CityView will document any changes, corrections, or deficiencies for further action. A customer feedback mechanism is provided within the environment for immediate feedback and reporting of issues to our implementation specialists and developers as it is expected the Village's SMEs will conduct additional reviews without the CityView Implementation Specialist present.

In Scope Refinements

In scope corrections from the process of Review and Validation will be conducted. If out of scope issues are raised through Validation, these will be handled through approved change orders.

Phase 4: User Acceptance Testing

User Acceptance Testing

On completion of the third Review and Validation session, the Village will have a period of six (6) weeks for final User Acceptance Testing on its own completely installed test system. The CityView Implementation Specialist will monitor the Village's feedback and continue to make any in scope corrections. Provided the acceptance criteria have been met, the Village is asked to formally accept the delivered solution for go-live.

Phase 5: End User Training and Go-live Support

Final Environment

After the final environment receives Village sign off, CityView will perform a data conversion to establish an environment that can be used for training purposes.



User Training

CityView conducts on-site training for all of the front line and advanced users identified in the training plan.

Final Conversion Run

Immediately prior to go-live, CityView will conduct the final data conversion for Go-Live.

Go-live

During go-live, CityView will be onsite for five (5) days of onsite go-live facilitation (which includes 2 Implementation Specialists) where an implementation specialist will be available to help the users with questions as they arise, easing their concerns and complementing their training. The Agreement allows for up to 10 days of post go-live, onsite support to be provided by CityView resources. These post go-live support days will only be billed if incurred, and shall be scheduled upon mutual agreement of CityView and the Village.

During go-live facilitation the CityView Project Team will work with the Village to record any known issues. The CityView Project Team is responsible for the resolution of these known issues. See Project Acceptance section 8 for more information about post go live process.

3.1 DOCUMENTATION

Documentation is available through CityView Connect, CityView's on-line content management system. This is the source for the most updated CityView information at any time. The Village can search for a particular topic or browse through the menu items. The Product Training Guides will step the Village through a full training session for a particular topic.

CityView Connect is accessible directly and within the CityView modules. By clicking the Help button, direct access is provided to the content in CityView Connect.

Documentation is targeted to three main groups: business users, system administrators and application developers. Documentation is provided at every level of training, focused on the enabling objectives of the training in question.

CityView Connect is the main source of documentation for the Village throughout implementation of the Project and beyond. With each CityView release, detailed release notes document the changes to the release both for new features, feature changes, and bug fixes. Any exceptions or changes for installation and upgrade are also noted.

CityView offers the following documentation:

1. System technical documentation
2. System end user's documentation
3. On-line Help Desk documentation
4. System/Architecture diagrams
5. Scope Documentation including – signed-off data collection materials



4 POST IMPLEMENTATION SUPPORT

Detailed in Schedule C of the Subscription Agreement, [CityView Standard Support Service Level Agreement](#).

5 TECHNICAL ENVIRONMENT

Information is provided for reference in the following pages regarding recommended servers, database sizing considerations, third party software, and compliancy tables. This is followed by a diagram depicting a typical installation. For all the most recent specifications please refer to CityView Connect

<https://cityviewhelp.iharriscomputer.com/CityViewCMS/index.php/supported-technologies>

Operating Systems*

Interface	Supported OS Versions	Editions	Minimum Requirements
CityView Configuration Console	Windows 10	32 and 64 bit, Home, Pro and Enterprise Editions	.NET Framework 4.7.1 required - download link
	Windows 8, 8.1	32-bit and 64-bit editions	.NET Framework 4.7.1 required - download link
CityView Mobile	iOS (iPhone, iPad, iPod)	4 or higher	<p>CityView Mobile is a browser-based interface, so devices will require an internet connection and a web browser. Local storage must be enabled.</p> <p>Important: TLS certificate required.</p> <p>About Windows Surface devices: these devices will run CityView Mobile, but you will not be able to directly access the camera for photos or video. This is a Windows security issue and is not controlled by CityView.</p> <p>Optional Hardware:</p> <p>For areas with poor coverage, some customers have used vehicle cellular signal boosters to enhance connectivity.</p> <p>Though we (CityView) do not claim to support or endorse any one product, this unit has been recommended by our customers: weboost Drive 4G-M</p>
	Android	2.3 or higher	
	Windows Phone 7 or higher	7 or higher	

.NET Framework

Required for all servers and machines running CityView Configuration Console or Desktop.



Supported Versions	Notes
.NET Framework 4.7.1	Minimum
.NET Framework 4.7.2	Supported

Browsers*

For CityView customers that purchase CityView Workspace. Note that servers for all CityView web-based interfaces require TLS certification and an HTTPS address.

Workspace		
Workspace has been designed to work with desktop browsers. Staff mobile users should be using the CityView Mobile interface, which also supports disconnected mode (security certificate required).		
Supported Browsers	Required Settings	Notes
Google Chrome*	Required for Workspace on all browsers: <ul style="list-style-type: none"> JavaScript must be enabled Cookies must be enabled Ad Blockers must be disabled Pop-ups must be enabled (or not blocked) 	CityView Workspace (internal use) does not currently support browsers on mobile devices. Staff mobile users should be using the CityView Mobile interface, which also supports disconnected mode. Important - Internet Explorer No Longer Supported in Workspace - Microsoft has discontinued development of Internet Explorer and recommends Edge. Microsoft Edge is not available for Windows 7 or Windows 8.1. Customers still on those operating systems should use either Firefox or Chrome for the full CityView Workspace interface experience.
Microsoft Edge* Windows 10 required		
Mozilla Firefox		

*Recommended browsers



Portal		
Portal has been designed to work with desktop and mobile browsers		
Supported Browsers	Version	Notes
Internet Explorer	8-11 10 Windows Phone 8 Xbox 360	Portal servers require a TLS certificate (https) and a 64-bit IIS Application Pool
Microsoft Edge	40 and up Xbox One Windows 10 Mobile	
Google Chrome	Desktop (tested version 73) and Mobile	
Mozilla Firefox	Desktop (tested version 66) and Mobile	
Opera	Tested version 58	
Safari	9 and up MacOS, iOS, iPad	

Mobile		
Mobile has been designed to work with mobile browsers		
Supported Browsers	Version	Notes
Safari	10 or higher	City View Mobile is highly compatible with many mobile browsers for phones or tablets. Firefox and Chrome update automatically. As of publication, the current version is supported. As of Firefox version 62 and Chrome version 67, these browsers no longer allow insecure websites to access the browser Application Cache. This is where the pages for disconnected mode are stored. Mobile Disconnected Mode will no longer run when using HTTP. Your browser will give a No Internet connection error. To be able to use disconnected mode, you need to host City View Mobile using HTTPS. Note that these browsers update automatically, so trying to retain a previous version is not a practical solution.
Firefox	57 or higher	
Chrome	63 or higher	
Opera		
Android		



Bluebeam Revu

For customers that purchase Electronic Plans Review

Supported Versions	Editions	CityView Interface	Notes
Revu 2019 Revu 2018*	<ul style="list-style-type: none"> Revu eXtreme all document comments and markups are flattened before the document is returned to the customer for corrections CAD & Standard versions can be used by users who will be marking up documents, but not be initiating or finalizing the markup process, or for Workspace users. 	Workspace	Bluebeam Revu is required for CityView Electronic Plans Review (EPR) functionality. Bluebeam Revu can also be used to view, create or manipulate PDF documents, independently of CityView. <ul style="list-style-type: none"> Bluebeam Revu licenses are required *For customers upgrading to version 2018: If you have a Bluebeam Open or Enterprise License, Bluebeam will validate your license every time you launch, prepare or flatten documents. It is normal to see a "License Seat Acquisition" message.

Microsoft Word

For CityView customers that purchase the Microsoft Word integration Add-In, the requirements differ for users who will generate the base letter templates and users that just need to make edits to letters before sending, after they have been generated by the template. Most users will just need the Letter Editing requirements.

Note that Office 2019 is supported on Windows 10 but isn't supported on Windows 7 or Windows 8.1.

Letter Editing

Once a letter is generated from a template, the content of the letter can be edited via the Word Add-In. These are the supported versions for letter editing.

For Letter Editing (manifest deployment)		
Supported Versions	Editions	Notes



Office 365	Installed and online	See Word Add-in for Workspace for configuration information.
Word 2019	32-bit and 64-bit	“Click-To-Run” version is required for Word 2016 and supported for 2019
Word 2016		

Template Editing

Users in the Letter Configuration organization role can customize letter templates used to generate letters/correspondence. These are the supported versions for template configuration.

For Template Letter Editing (VSTO deployment)		
Supported Versions	Editions	Notes
Office 365	Installed client only	Office 365 online (browser-based) versions are not supported.
Word 2019	32-bit and 64-bit	“Click-to-Run” versions prior to version 2019 are not supported by CityView. IMPORTANT: Because CityView uses Visual Studio Tools for Office (VSTO) add-ins, Centralized Deployment of Office add-ins is not supported. See https://docs.microsoft.com/en-us/microsoft-365/admin/manage/centralized-deployment-of-add-ins?view=o365-worldwide
Word 2016		
Word 2013		
Word 2010		



Mapping/GIS Technologies*

For CityView customers that purchase the GIS/mapping integration (Esri only)

Supported Versions	Editions	Notes
ArcGIS Online		<ul style="list-style-type: none"> Supported Required for CityView Mobile Route Planning Esri requirement: TLS 1.2 certificate required
ArcGIS Enterprise v10.7.1	<ul style="list-style-type: none"> 32-bit and 64-bit editions, Express and higher. Workgroup or Enterprise Capacity Level servers (Standard, Advanced). Server Basic version not supported. 	<ul style="list-style-type: none"> TLS certificate required. ArcGIS Engine v9.3 and v9.2 ArcGIS Reader v9.3 and v9.2 - legacy support; no significant enhancements will be implemented. <p>* Feature Service Layers required for editing maps through CityView.</p>
ArcGIS Enterprise v10.6		
ArcGIS Enterprise v10.5		
ArcGIS Server v10.4		
ArcGIS Server v10.3.1		
ArcGIS Server v10.2.2		

Document Management Systems

Optional integration for CityView customers who are using one of the following document management systems. A separate Village license directly procured through any desired third-party document management system is required to integrate with CityView. If no other integration is configured, CityView will use its native DMS.

System	Supported Versions	Notes
Laserfiche	9 and 10 (including all minor versions)	<p>https://www.microsoft.com/en-ca/download/details.aspx?id=48145</p> <p>CityView Portal/Mobile: supports Laserfiche Web Access 9/10 and Web Link 9/10</p> <p>The Laserfiche libraries (version 10) that CityView uses and ships with will work with an instance of Laserfiche 10.X Server.</p>
Microsoft SharePoint	2016, 2013, 2010, SharePoint Online	
OnBase	16.0.0.17	Supports CityView/OnBase API



System	Supported Versions	Notes
Eclipse (docStar)		
PaperVision	78, 79	
ImageNow (Perceptive Content)	6.7	
Alfresco	5.2	
FileHold	15.2.0	
eB		Contact CityView Support before installing

Payment Processing

CityView Portal supports optional integration with numerous Payment Processing systems (Payment Gateways). You must be licensed to implement this integration. * Preferred gateway in Canada. **Preferred gateway in U.S.

Security Note: The PCI Data Security Standard requires that merchants use TLS1.2.

Supported Gateways	Notes
Paymentus*	Supports eCheck/ACH payment if customer account has set this option with their payment vendor. Shopping cart supported conditionally.
Invoice Cloud**	Supports eCheck/ACH payment if customer account has set this option with their payment vendor. Shopping cart supported.
Heartland	
Acculynk	
PayPal's PayFlow Pro	Payflow Pro v4.3
iTransact	
Moneris (Hosted Pay Page)	
PayGOV	
Bambora (formerly Beanstream)	Shopping cart supported.
MSB Nexus	Web API "May 2017" version
BIS Online	



Supported Gateways	Notes
Authorize.Net	Supports eCheck/ACH payment if customer account has set this option with their payment vendor.
Active Class	Contact City View Support before installing.

SMS/Text Messaging

CityView customers with modules that are licensed for Mobile can use the following service to send text messages.

Supported Versions	Notes
Twilio	Configuration information.

Reporting Technologies

CityView supports optional integration with the following reporting systems.

Supported Versions	Editions	Notes
SSRS 2016	32 -bit and 64-bit editions, Express and higher	Valid TLS certificate required 1.2 or higher required on server for Workspace.
SSRS 2014	32 -bit and 64-bit editions, Express and higher	
SSRS 2012 R2	32 -bit and 64-bit editions, Express and higher	
SSRS 2012	32 -bit and 64-bit editions, Express and higher	

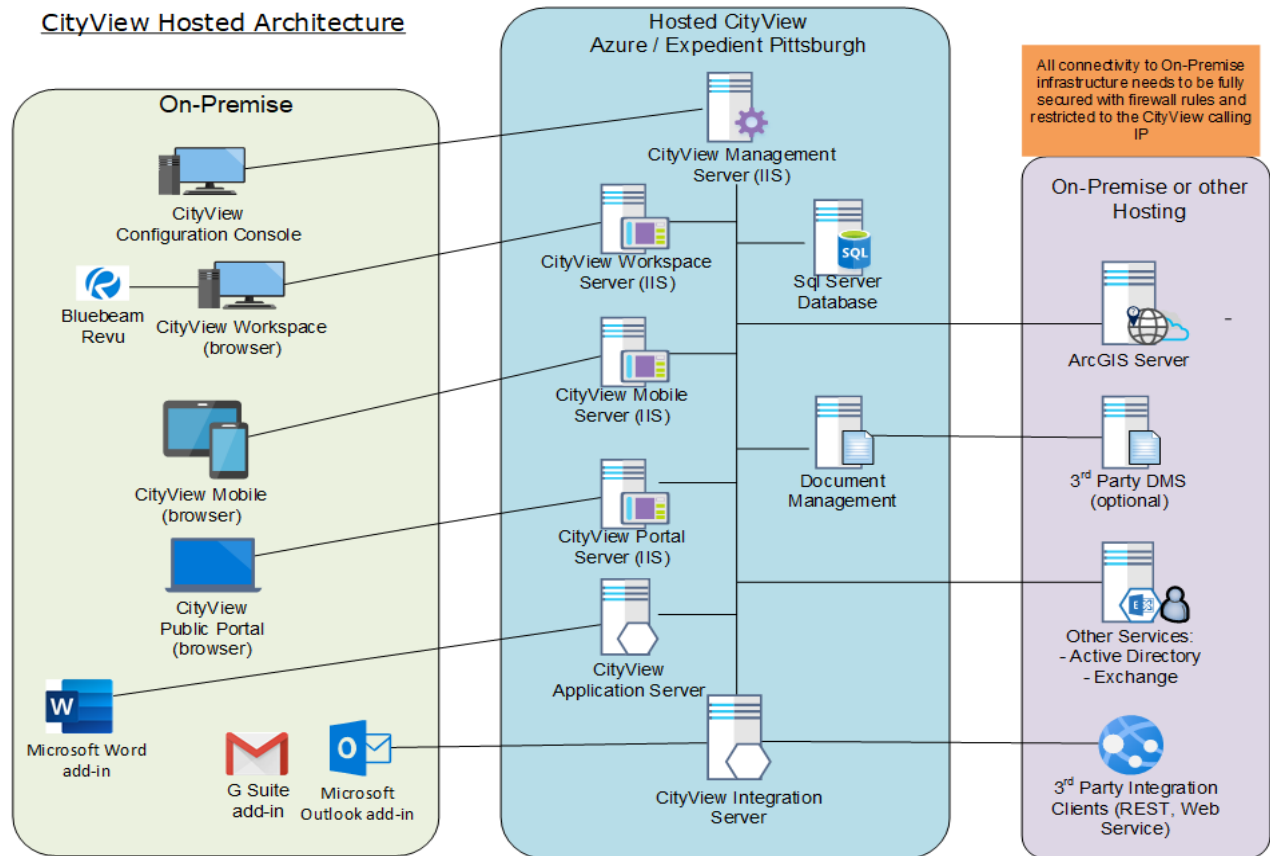
The Village would access the hosted CityView Workspace environment via a web browser coming from an approved IP address i.e. The Village's public IP Address as access restrictions are in place, or any other IP Address the Village has requested we allow. All management software is accessed via Remote Desktop Services website. The management software resides on the hosted environment and the software is run inside the hosted environment and is displayed to the user via a remote desktop application window. Dual login is required for access to management software (Account in Hosted environment /Account in Village's CityView Environment).

Subscription pricing includes a Data Storage limit of 250GB. In the event additional Data Storage is required, it may be purchased in 100GB amounts at the then current rates, currently \$75/100GB/month. Any overages of the contracted Data Storage Limit will be communicated by CityView to the Village in advance of incurring additional charges. The foregoing notwithstanding, prior to charging any additional fees for the first instance that the Village exceeds the Data Storage Limit, CityView will reasonably cooperate with the Village to identify the sources



and causes of the overages, and shall provide to you the applicable fees for adding additional increased Data Storage.

Hosted Hardware and Software Specifications





CityView Hosted Frequently asked Questions

Please refer below and to the following page for frequently asked questions and their answers regarding our hosted, subscription model.

Where are the data center and storage facilities?	CityView is currently running both production and development environments for customers in an Expedient data center located in Pittsburgh, PA.
Owner of the data facility.	Landmark Media is the parent company for Expedient. Expedient is under the Continental Broadband Division.
Who manages the data facility employee / contractors?	Harris employees manage the hosted environments, virtual servers, etc. The infrastructure itself is managed by Continental Broadband DBA Expedient Data Centers.
How long has the proposed data center been up and operating?	Expedient's data center has been in operation for 13 years.
How many customers are hosted in the proposed data center?	Expedient's Pittsburgh Data Center supports 500-1000 customers.
Total number of active customers currently served by hosted solution.	CityView hosts 30 plus active customers in the Harris data center.
How are hosted software applications deployed for use by numerous customers?	The CityView application and database will be logically and securely separated from other customers. However, the CityView Hosted Solution uses virtualization to provide a streamlined experience for customers at a lower cost (sharing the cost of the hardware among several customers). The Server Infrastructure (Web, Application and Data and VM Server Infrastructure is shared.
What availability and response times are guaranteed?	<p>We make best efforts to maintain uptime during Business Hours, as defined in our support and maintenance agreement.</p> <p>During regularly scheduled, software and platform update cycles, it is expected that the application can be down for a few hours per month. These updates, to improve functionality, security and stability, will be scheduled during off hours.</p> <p>CityView technical support is available Monday – Friday, 8:00 AM - 8:30 PM EST.</p>
What are the standard relief schedules for unplanned system downtime/outages?	Three hours per month, applied on Saturdays. (DS) – Currently we have set it for 6pm-11pm Fridays



<p>What is the process for notification of standard maintenance and down-time?</p>	<p>Email to those customers when system will be unavailable. A notification on the public Portal application can also be displayed.</p>
<p>What data security and system redundancy capabilities are available at the data center and storage facilities?</p>	<ul style="list-style-type: none"> • High-Security Datacenter: <ul style="list-style-type: none"> ○ SSAE-16 Type II compliant ○ SOC II and SOC III compliant ○ PCI-DSS and adherence to Gramm, Leach, Bliley ○ Adherence to HIPAA and FDA Compliance • High Availability: <ul style="list-style-type: none"> ○ Fully redundant N+2 Data Center ○ Multiple layers of Power, HVAC and Internet redundancy ○ Fully redundant N+2 Virtual Platform
<p>Disaster recovery site or sites</p>	<p>Expedient does all the backups and restores of the data for CityView and we then apply it to the City's environment.</p> <p>Expedient can present DRaaS solution out of all of our Data Centers. DC locations are Columbus OH, Cleveland OH, Baltimore MD, Memphis TN, Indianapolis IN, Pittsburgh PA, and Boston MA.</p>

Note: The CityView websites (Workspace, Portal and Mobile) require TLS for security. In addition, embedded content like the Village's SSRS Report Server and the ArcGIS Map Server (where your map service is deployed) needs to be SSL enabled. As such, you will need to provide a valid TLS certificate. The two available options are to purchase a signed certificate by a verified TLS Certificate provider. This is the preferred option. Alternatively, a self-signed TLS certificate can be created. The self-signed option requires manual creation of the certificate as well as manual installation of the certification on all client devices.

6 ROLES & RESPONSIBILITIES

The personnel CityView assigns to the project shall have the necessary skills, experience and knowledge to perform their assigned duties consistent with the requirements of this Statement of Work. CityView will reasonably cooperate with Village staff and/or other contractors under contract with the Village, as may be necessary, to assure the timely and successful completion of the project in accordance with the Statement of Work. CityView will provide expert guidance regarding the use and configuration of the software in order to meet the requirements of this Statement of Work. CityView will provide and discuss (where necessary) with Village staff impacts of configuration decisions and will work cooperatively with the Village Project Manager to identify and resolve conflicts and issues prior to escalation of issues. CityView does not guarantee that every implication and every best practice is going to be discussed. Any follow-up work or clarification that is needed by either party following on-site sessions shall be delivered in a timely manner. Agendas provided for work sessions may be adjusted upon mutual agreement of the parties in order to maximize the allocated session times.

After the Effective Date, and in coordination with the project kickoff activities identified in the



Statement of Work, CityView will make its project staffing assignments. Upon request, CityView will provide the Village with project resumes, demonstrating relevant past project experience, for project team members that are allocated for services on the project. The Village agrees that those resumes are for the Village's information and planning purposes only.

Once the CityView project team is assembled and the Villages' counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. CityView agrees to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to the Village, in order to render services in accordance with contractual requirements. In the event CityView personnel is/are not providing services consistent with CityView's services warranty or are otherwise negatively impacting the project, the Village will notify CityView of that deficiency and give CityView a reasonable opportunity to correct it. In the event the deficiency persists, CityView will replace that project member, upon written request and demonstration of cause.

Below is a description of the roles and responsibilities of each of the resources in the Project.

Your CityView project team is comprised of:

1. Executive Sponsor
2. Project Manager
3. Implementation Specialist/Trainer
4. Infrastructure Analyst
5. Data Conversion/Interface Specialist
6. Application Development Team
7. Quality Assurance Team

Executive Sponsor

The Executive Sponsor has the overriding responsibility for the outcome of the project in terms of project success and fiscal responsibility. The Executive Sponsor's responsibilities include:

1. Monitor the progress of the project
2. Empower the CityView Project Manager and the core project team to make decisions
3. Be the senior decision-maker for anything outside the authority of the Project Manager, as well as a senior executive and mediator for escalated issues
4. Support the Project Manager in accomplishing the implementation goals
5. Maintain an active relationship with the Village.

Project Manager



He/she is involved in both the facilitation of the project as well as hands-on work in each project phase to ensure that requirements are met and project deliverables are clearly defined. The responsibilities include:

1. Be the primary point of contact for the Village's Project Manager
2. Ensure successful delivery of CityView's tasks
3. Participate, where necessary, in gathering of the business process requirements
4. In coordination with the Village's Project Manager, create the project schedule and keep this schedule up-to-date throughout the project
5. Coordinate the scheduling of tasks for the implementation according to the project schedule
6. Manage the CityView project resources
7. Provide brief bi-weekly status update to the Village's Project Manager
8. In coordination with the Village's Project Manager, co-conduct the project Kick-off meeting
9. Review and approve CityView's data collection scope documents for Sign-off
10. Seek sign-off on all CityView deliverables and approval documents from the Village's Project Manager
11. In coordination with the Village's Project Manager, manage scope change control
12. Assist the Village's Project Manager in defining the training and Go-Live plans
13. Support Village in the Go-Live preparation steps
14. Hold review & status meetings with Village's resources
15. Facilitate and provide timely resolutions to issues and concerns as it relates to CityView resources, project issues, etc.

Infrastructure Analyst & Development Environment Manager

The CityView infrastructure analyst (IA) works with the Village to review the Village's hardware and software infrastructure as it pertains to the optimum functioning and performance of CityView. Typically, the IA is also our Manager of Support and as such carries responsibilities of managing the customer's hosted development environment, facilitating updates and installs and troubleshooting issues. Responsibilities include:

1. Prepare and distribute the Infrastructure Review Questionnaire to the Village, for collection of appropriate information required to analyze hardware and software infrastructure
2. Handle any questions and seek clarification on any items in ensuring the information received is complete, for the purpose intended
3. Assess the suitability of the infrastructure and deliver the Infrastructure Review report
4. Provide guidance on hardware sizing, third party software, Esri map development and configuration, installation guidelines
5. Coordinate initiation of the Village's hosted Development Environment and manage this throughout the project, including updates and merges
6. Together with the Village's technical administrator, coordinate installs at the client site
7. Deliver the System Administrator Training

Implementation Specialist/Trainer



The Implementation Specialist/Trainer (IS) will work closely with the Village through on-site visits, follow up calls, training, and demonstrations in order to define the scope of the configuration effort. The IS configures your CityView environment and prepares the environment for the onsite activities. Typically, the IS also delivers the end-user training and Go-live assistance. Responsibilities include:

1. Provide progress status to the CityView Project Manager
2. Perform the data collection and work with the Village's Subject Matter Experts (SMEs) to understand and collect the business requirements
3. Work with the SMEs in designing the CityView Activities workflows
4. Provide best practices recommendation and solutions where applicable
5. Compile the data collection documents for the scope document
6. Configure the Software based on the scope documents
7. Unit test the configuration
8. Provide configured system to Application Developer Team Lead and QA Team lead for configuration review and testing
9. Provide validation and acceptance testing support
10. Work with the Village's SMEs to log Validation feedback and correct misconfiguration items
11. Work closely with the CityView Developers and QA Lead to answer any business related question that might arise

Often the ISs are also the Trainers as they are qualified as such and they have the best understanding of the Village's configured environment going into the training. Trainers have the following responsibilities:

1. Provide training to the different Customer groups as follows:
 - a. Subject Matter Experts
 - b. Advanced Users
 - c. End Users
2. Provide electronic copies of training materials where applicable
3. Provide electronic copies of training sessions' agendas
4. Leverage adult learning methodology and teaching techniques while documenting and escalating any concerns to the implementation Project Managers

Data Conversion & Interface Leads

Responsible for analysis, design and testing of the interfaces between CityView and any 3rd party applications or databases. Responsible for the data conversion tasks of Organization's data sources. List of responsibilities include:

1. Evaluate interfaces functionality requirements
2. Provide recommendations on interfacing approaches
3. Identify Interfaces issues
4. Perform the analysis of the required interfaces



5. Evaluate a sample data structure provided by the Village to which CityView must create an interface
6. Create the design documentation of the required interfaces
7. Manage interfaces' design documents and revise according to the Village's review and comments
8. Forward the interfaces' design documents to the CityView Project Manager for review and approval
9. Unit test the interfaces to ensure they meet the specifications outlined in the design documentation
10. Work closely with the CityView Developers to answer any technical related question that might arise
11. Provide training support to the Village's Technical Experts regarding the interfaces
12. Evaluate sample data structure from which CityView will be converting electronic data
13. Provide data conversion analysis with the Village's Data Conversion Expert
14. Provide recommendations on data conversion approaches
15. Provide data conversion mapping review and assistance
16. Identify conversion issues
17. Develop data conversion scripts according to the final mapping documents
18. Perform the preliminary cut data conversion
19. Unit testing the preliminary cut data conversion
20. Modify data conversion scripts based on test results if necessary
21. Perform any other agreed on intermediary cuts of data conversion
22. Setup the production ready cut and briefly unit test the production ready cut data conversion
23. Provide assistance to the Village's Data Conversion Expert in loading the preliminary cut of the converted data and test it
24. Communicate directly with the Village's Data Conversion Expert on any data conversion related issue / question

Application Development Team

Reporting to the CityView Project Manager, the Developers will be responsible for the development of any assigned custom reports or customization requirements. Below is a list of responsibilities to be performed by the Developers:

1. Create in-scope custom reports and unit test them
2. Create in-scope customizations and unit test them
3. Create in-scope interfaces and unit test them
4. Provide customizations and interfaces to the QA Team for unit testing
5. Periodically review the ISs configuration for adherence to best practices and efficiencies and provide guidance and oversight where necessary

Quality Assurance Team



Responsible for testing the quality of your CityView solution and any customizations and interfaces. They use a combination of automated and manual testing on your environment. Bug Tracker Tools, Unit Testing, and Manual Test Cases are used in a strategic test plan that results in a stable, error free application for delivery. Responsibilities include:

1. Maintain QA environments on the same version as the Village's Development Environment for parallel testing and troubleshooting
2. Log test results, log issues in detail and provide issues logs to Application Development team
3. Provide unit testing as detailed within roles above
4. Provide advice on timing and readiness of version releases.

We envision the Village's project team is comprised of:

1. Executive Sponsor
2. Steering Committee
3. Project Manager,
4. Subject Matter Experts (SMEs),
5. Data Conversion Lead(s),
6. Technical Analysts/Experts,
7. Database Administrator Lead(s),
8. Systems and Network Administrators,
9. Testers (often the same people as the SMEs),
10. Application Administrators
11. Trainers
12. End Users

Village Executive Sponsor

The Executive Sponsor provides the vision of the project in alignment with the Village's short term and long term goals and objectives. The Executive Sponsor's responsibilities include:

1. Participate on the project Steering Committee, on an as-needed basis
2. Promote the project throughout the Village
3. Monitor the progress of the project
4. Monitor the overall Village impact
5. Empower the Village Project Manager and the core project team to make decisions
6. Make timely decisions
7. Maintain the authority to set priorities, approve overall scope and settle issues / priorities that significantly affect the project and the Village



8. Support the Project Managers in accomplishing the project goals
9. Provide a vision of the Village's goals
10. Maintain a relationship with CityView Management

Village Steering Committee

Should the Village wish to form a Steering Committee for the project (internal to the Village), the Steering Committee typically develops the vision for the project in alignment with the Village's short term and long term goals and objectives. The Steering committee has the following responsibilities:

1. Attend Steering Committee meetings
2. Set priorities
3. Approve scope and scope changes
4. Resolve escalated issues
5. Provide strategic guidance to achieve the defined project goals
6. Promote the project throughout the Village
7. Commit the required resources to the project and approve new ones when required
8. Monitor the project progress
9. Monitor the overall Village impact
10. Approve extensions to project timeline or addition of new Village resources to resolve Village -side delays
11. Empower the Village Project Manager to make decisions
12. Generate timely decisions
13. Conduct periodic review of project progress
14. Make strategic decisions to manage business and project risks
15. Support both Project Managers to accomplish project goals
16. Have an active relationship with CityView management

Village Project Manager

The Village Project Manager is responsible for the day-to-day management of the project. This resource is the primary liaison between the CityView Team, the Village's project team and the Steering Committee. Both Project Managers will work together to meet the objectives, address issues, facilitate resolution and participate in active management of the teams. Below is a list of responsibilities to be performed by the Village's Project Manager:

1. Manage all Village resources for project related activities
2. Manage the project (budget, timeline, quality, risks, scope, issues, deliverables, etc.) in cooperation with CityView's Project Manager
3. Communicate project status to the Steering Committee, the Executive Sponsor and the project team leveraging updates from CityView's status updates
4. Participate in the Steering Committee meetings
5. Contribute to and refine the project schedule with all its elements in cooperation with the CityView Project Manager
6. Maintain project standards especially Scope & Status reporting



7. Prepare, organize and co-conduct the project kick-off meetings
8. Manage the delivery and coordination of Village project tasks
9. Manage all project deliverables in coordination with CityView's Project Manager
10. Manage and streamline the issue management process in conjunction with CityView Project Manager
11. Manage project deviations and take necessary corrective actions
12. Participate in gathering of the Village's business process requirements when required
13. Plan, manage and oversee the Acceptance Test efforts
14. Plan, manage and oversee the end user training efforts
15. Coordinate timely reviews and potential sign-offs on all project deliverables approval documents as presented by the CityView Project Manager

16. Capture the end user feedback
17. Responsible for internal & project communication
18. Provide guidance to project team members
19. Contribute to the Go-Live preparation planning
20. Participate heavily in the Go-Live preparation tests

Village Project Lead

The Village Project Lead is responsible for coordination of tasks along with the Village Project Manager, and maintains responsibility for Village deliverables.

1. Must provide Go / No Go Decision throughout the project phases
2. Must be present for Go-Live
3. Provide timely reviews and potential sign-offs on all project deliverables approval documents as presented by the CityView Project Manager
4. Review and accept project milestones
5. Manage the logistical activities of the end user training
 - a. Training facilities
 - b. Students booking
 - c. Scheduling of sessions
6. Monitoring and logging the end user attendance
7. Plan, manage and execute the Acceptance Test efforts
8. Plan, manage and execute the end user training efforts

Village Subject Matter Experts

The Subject Matter Experts own the business process within their functional areas since they perform these day-to-day business processes. Such resources will be involved in the Data Collection, as well as approval of the Scope Documentation and testing and acceptance of the configured system. They will further verify that the new configured system meets the Village's business requirements as outlined in the Scope Documentation. They will participate in making decisions regarding the business processes and they will help both Project Managers manage the



project scope and all the associated deliverables. Below is a list of responsibilities to be performed by the SMEs:

1. Attend data collection & validation training sessions
2. Participate in appropriate project team meetings
3. Work with the CityView IS to provide input into the analysis of the business requirements and review the Scope Documentation
4. Work with the CityView IS to validate the configuration through validation testing
5. Develop appropriate validation test cases based on business scenarios
6. Assist the Village's Data Conversion Expert in data conversion validation & acceptance
7. Assist in the development of user procedures
8. Assist the project team in defining user access levels and privileges
9. Assist the project team in the Go-Live support planning
10. Provide end user post implementation Go-Live support where applicable
11. Assist the Village's Project Manager in problem resolution
12. Support End User Training and documentation preparation
13. Must be present for Go-Live

Village Data Conversion Lead(s)

The Data Conversion Lead(s) will be involved with the CityView Data Conversion Specialist in analyzing, mapping, loading and testing the different cuts of data conversion. This resource must possess a strong knowledge of the existing data sources that will be converted from both the user and database ends of the existing systems. This resource will also learn about the database structure and the integrated tables (from data mapping documents provided by CityView) as this knowledge will help them relate to their existing data sources. This resource will also review and finalize the data mapping documents and will test the data once the preliminary cut is completed by CityView. Below is a list of responsibilities to be performed by the Village's Data Conversion Lead(s):

1. Act as the primary contact for CityView Data Conversion Specialist
2. Acquire knowledge from the CityView Data Conversion Specialist as analysis & mapping is performed
3. Understand the database structure through knowledge transfer and documentation provided by CityView
4. Provide file layouts, where available, for existing data sources
5. Provide data sources in an agreed to format
6. During the analysis, provide documentation pertaining to the current systems (existing user manuals, etc.) if available
7. Lead the analysis of the existing data sources as they relate to the database
8. Finalize and approve the data mapping documents once prepared and delivered by the CityView Data Conversion Specialist
9. Test and potentially accept the preliminary data conversion cut and any other subsequent data conversion cuts whether performed by CityView or the Village's resources
10. In coordination with the Database Administrator, prepare any other database environments that might be required for data cuts



11. In coordination with the Database Administrator, prepare the production database for the final cut data load
12. Work in conjunction with CityView to identify and possibly resolve conversion issues by directly communicating them to the project team, CityView, users and management
13. Participate in the Go-Live preparation planning
14. Should be present for Go-Live

Village Technical and Advanced (Power) Users

These resources are involved with the CityView resources to learn the report writing tool and system configuration. They *could* assist in these two functions once knowledge transfer is accomplished. Once trained they will have access to the tools to support the end users with any future configuration enhancements to the system. These resources could also work in conjunction with CityView to lead the interfaces (third party integrations) **analysis, definition and acceptance** testing. Below is a list of responsibilities to be performed by the Customer's Technical Experts:

1. Attend required Advanced training sessions (Configuration, Reporter Training)
2. Acquire the necessary knowledge from the CityView resources through training sessions and documentation
3. Participate in the analysis, design and acceptance testing of all interfaces to 3rd party systems (potentially)
4. Should be present for Go-Live
5. Other responsibilities depending on the degree of participation encouraged by the Village

Village Database Administrator

This resource will be responsible for setup and maintenance of the different databases (Testing/ Training and Production) during the initial project phase and for any subsequent requirement. Below is a list of responsibilities to be performed by the Village's Database Administrator:

1. Provide support to the project team during the project implementation as identified in the project schedule
2. Establish and maintain database security and coordinate with application administration the application security levels
3. Coordinate activities with Village network and workstation administrators
4. Participate in user access rights and privileges planning, definition & testing

Village Systems & Network Administrators

These resources will be required to provide assistance to the project team on an as needed basis. Below is a list of responsibilities to be performed by the Village's Systems & Network Administrators:

1. Provide network connectivity
2. Setup required peripherals for the different environments
3. Provide setup of clients' workstations if required
4. Participate in Go-Live preparation tests
5. Should be present for Go-Live



Village Trainers

Trainers have the following responsibilities:

1. Provide End User training to the different Village groups.
2. Provide electronic copies of training materials where applicable
3. Provide electronic copies of training sessions' agendas
4. Leverage adult learning methodology and teaching techniques while documenting and escalating any concerns to the implementation Project Managers

Village End Users

These resources will be trained on the proposed products. Below is a list of responsibilities to be performed by the Village's End Users:

1. Attend and actively participate in the appropriate training sessions provided by CityView
2. Understand existing business processes as well as the project scope at a reasonable level of detail
3. Have good Windows navigation skills



7 SCHEDULE

The project plan will be defined by the Project Managers as an initial step in the project. Start date will take into account each party's current schedule of activities. The Village intends to target an early fall of 2021 project start. The Village will be added to CityView's schedule, upon consultation with the Village, after a signed agreement is received.

8 PROJECT ACCEPTANCE CRITERIA AND PROCESSES

The below processes outline the Deliverable and Milestone acceptance processes, or, where appropriate, acknowledgement processes for those items which may not require a formal sign-off upon delivery or completion:

- 1** When possible to ensure an efficient response process, the CityView Project Manager will notify the Village Project Manager of an upcoming Deliverable or Milestone to allow the Village Project Manager adequate time to align resources for review and effectively use the review timeline window, in order to meet mutually agreed upon response timelines.
- 2** Certain Deliverables developed throughout the project will not be static, and will be updated as needed throughout the process. As an example, the project schedule will be delivered as a baseline document and developed collaboratively with the Village. For these types of Deliverables that will be revised or otherwise maintained throughout the project, CityView may require Village Acknowledgement of receipt and review of the Deliverable, and not formal Acceptance. The Village shall have five (5) business days from the date of receipt, or as otherwise mutually agreed upon in writing by the parties, to acknowledge receipt of the Deliverable and conformance to the stated Scope and Objectives of said Deliverable.
- 3** If the Village does not agree the particular Deliverable or Milestone adheres with the mutually agreed scope, the Village shall notify CityView project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, of receipt of the Deliverable.
- 4** CityView shall address any deficiencies and redeliver the Deliverable or Milestone within a mutually agreed upon timeframe based upon the complexity of the deficiencies. The Village shall then have five (5) business days from receipt of the redelivered Deliverable or Milestone to accept or again submit written notification of reasons for rejecting the milestone.
- 5** Acceptance and or Acknowledgement of the Deliverable or Milestone must be initiated from either the Village Project Manager or Village Executive Sponsor and must be in writing. If written acceptance is not received within five (5) business days, then CityView



may invoice the Village. Acknowledgement, acceptance, or other communication from a Subject Matter Expert (SME), Functional Lead, or other Project Team member will not suffice as approval on Deliverables or Milestones.

Given that the designated decision-maker for each of the departments may not always be available throughout the project's duration, there will need to be a designated backup proxy authorization for each decision point in the project. Assignment of each proxy will be the responsibility of the leadership from each Village department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

After delivery of the fully configured solution, we expect the Village to undertake acceptance testing using self-generated testing scenarios. Should the testing identify any defects, CityView will provide in-scope fixes at no additional charge in parallel to, or immediately subsequent to, the acceptance testing.

After all fixes deemed essential for go-live are provided and retested, the code will be frozen and deployment will commence. Provided the acceptance criteria have been met, the Village will be asked to formally accept the delivered solution for Go-live. Following go-live the CityView project team will work with the Village to record any known issues. The project team is responsible for the resolution of these known issues. No later than forty-five (45) days after Go Live CityView will request a formal letter of completion (Statement of Completion) that substantiates the product has been delivered and is being used successfully in a live, production environment to accept permit applications & code enforcement cases, generate fees, record fee payments and generate correspondence associated with permit & case processing. Any open, in scope feedback items identified prior to Go Live, or during Go Live Facilitation, will be resolved prior to transition to Technical Support or will be included in a mutually agreeable resolution plan that will be provided to the Village.

During the first forty-five (45) days after go-live, the project team will begin to familiarize and transition the project to the Technical Support group. At the end of 45 days the Project Manager will arrange a formal hand-off involving the Village, the CityView Project Manager and the CityView Support group formalizing the transition of any new defects, bugs and support issues to the Support team.

9 CHANGE ORDER MANAGEMENT

To ensure timely and effective delivery of the project, the scope will be tightly managed. Project change control procedures will be reviewed with the team at the beginning of the project to ensure that they are clearly understood. This review helps establish a common understanding of the need for project change control and the mechanics for implementing any changes to the scope of the project. Any alterations to the project scope, budget, or schedule will be documented and authorized via the Change Control process.

A Change Control refers to any modification and/or new development deviating from the baseline established in the Statement of Work and Scope Document. It includes changes to the software, database, training, consulting services, or related processes. Each modification (or group of modifications) to the Contract, Statement of Work, or Scope Document must be documented and approved by a Change Control Form. All potential changes are compared against the project baseline in terms of functionality, schedule, cost, upgrade capability, maintainability and



resources. Change Control requests can be raised by any member of the CityView or Village Project Teams.

The following steps will be followed with any changes to the baseline system:

1. The change control process will begin with a team member identifying a function or design alternative not already identified as part of the baseline system or a function that is part of the baseline but because of design issues may impact cost, schedule, or resources.
2. The person requesting the change will complete a Change Control Form and forward it to the appropriate Project Manager to determine cost, resources, and schedule impact, and the PM will forward the request on to their counter-part. Once these are determined, approval by the CityView Project Manager and Village Project Manager is required.
3. Once approved (or denied), the change request is entered into the change control log and is placed on the agenda of the next Joint PM meeting.

Any impact to the cost, schedule and/or resources will be elevated to Village Project Sponsor and CityView Project Manager for their review and approval.



Sample Change Order Document

CHANGE ORDER DESCRIPTION			
Request Date:		Change #:	
Client / Project:			
Requestor:		Created By	
Description of the Requested Change:			
List of attached documents:			
Impact Assessment: Estimated impact to budget, work effort and schedule			
Total Estimated Cost:		Planned Delivery Date:	
Payment Terms:			

CHANGE ORDER APPROVAL			
Comments By:		Date:	
Comments:			
	Print Name	Signature	Date
Client PM:			
Client Executive:			
CityView PM:			
CityView Executive:			



10 ISSUES & PROBLEM RESOLUTION

An issue refers to any matter that requires someone to make a decision, and about which no agreement has been reached or can be routinely reached. Typically, issues impede project progress until they are resolved. Change Control items may become issues if they're not dealt with quickly, but Change Control items are specific to the process of authorizing design changes that impact scope, schedule or budget whereas issues can be related to anything about the project that needs to be decided.

The CityView Project Manager will maintain an issue log and will assign responsibility for the resolution of project issues and reports progress to Village's Project Manager and the CityView Project Team. Any Project Manager or team member can submit an issue for logging and resolution. Most project issues are expected to be resolved within the overall Project Team. If the issues are not resolved to the satisfaction of the Project Team, they may need to be escalated to the Project Executive Sponsor or appropriate level.

Typical project situations requiring escalation include conflicting resource demands threatening project staffing, group dependencies not being met, scope disagreements and issues with functionality of the project's deliverables nearing release time.

Escalation Process:

CityView escalation levels in the order listed below:

- 1 Project Manager
- 2 VP, Professional Services
- 3 Executive Vice President (EVP)

Village escalation levels in the order listed below:

- 1 Project Manager
- 2 Steering Committee
- 3 Executive Sponsor



11 MATRIX OF REQUIREMENTS

CityView's RFP response to RFP-0-72-2019/DC – Attachment B, originally dated January, 20, 2020 and as amended January 11, 2021, are provided hereto and incorporated herein by reference. For the purposes of the work we will complete these remain unchanged, other than as specifically defined below. The following presents modified responses to those requirements and supersedes the responses of January 24, 2020 for the purposes of the Statement of Work.

1. The Village will not be implementing CityView Planning or CityView Business Licensing and the requirements for Planning and Business Licensing have been removed from Attachment B for the project scope



12 INTERFACES

CityView's RFP response to RFP-0-72-2019/DC – Attachment B, originally dated January, 20, 2020 and as amended January 11, 2021, are provided hereto and incorporated herein by reference. For the purposes of the work we will complete these integrations pertaining to CityView and Community Development remain unchanged, other than as specifically defined below. The following presents modified responses to those requirements and supersedes the responses of January 24, 2020 for the purposes of the Statement of Work.

1. The Village intends on replacing Accela PublicStuff with CityView Code Enforcement, therefore the interface to Accela PublicStuff is not required and has been removed from the scope of work.



SCHEDULE E SAMPLE PROJECT PLAN

The project plan will be defined by the Project Managers as an initial step in the project. Start date will take into account each party's current schedule of activities. The Village intends to target an early fall of 2021 project start. The Village will be added to CityView's schedule, upon consultation with the Village, after a signed agreement is received. A preliminary sample Project Plan is included within this schedule and will be used as a baseline for expectations as to timelines and overall sequencing, and will be further refined upon project initiation.



**SCHEDULE F
THIRD PARTY SOFTWARE**

The following third party software is required but not provided by CityView and must be licensed by Customer directly from the applicable third party vendor, subject to such third party vendor's terms and conditions:

Third Party Software Product	Third Party Vendor	License Terms
Bluebeam Revu	Bluebeam Incorporated	www.bluebeam.com/us/license/eula.asp

Should Customer require BLUEBEAM REVU software at any time, CityView agrees to collect the applicable license & subscription fees from Customer for the Bluebeam Software and shall issue a purchase order to Bluebeam Incorporated on behalf of Customer for the Bluebeam Software. Bluebeam Incorporated shall deliver the Bluebeam Software directly to Customer. CityView shall provide first line of support for BlueBeam Revu and shall issue a purchase order for the Bluebeam Software, however, CityView shall have no responsibility for the Bluebeam Software itself.



Software Subscription Agreement

This **Software Subscription Agreement** (the "**Agreement**"), is entered into on _____, 2021 (the "**Effective Date**") by and between the Village of Downers Grove, IL, of 801 Burlington Ave, Downers Grove, IL, 60515 ("**Customer**") and N. Harris Computer Corporation of 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4 ("**CityView**").

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 DEFINITIONS

- 1.1 The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this paragraph shall have the meaning set forth in the Agreement:
 - 1.1.1 "**Annual Subscription Fees**" means the annual subscription fees set out in [SCHEDULE A](#) to this Agreement.
 - 1.1.2 "**Bluebeam Software**" means the Bluebeam Incorporated software products listed in [SCHEDULE D](#) to this Agreement.
 - 1.1.3 "**Change Order**" means any written documentation between the Customer and CityView evidencing their agreement to change particular aspects of this Agreement.
 - 1.1.4 "**Contractual Services Agreement**" means the agreement to be entered into between the parties for the provision of any Professional Services to be performed by CityView to Customer.
 - 1.1.5 "**Confidential Information**" means, with respect to a party hereto, all information or material which is:



- 1.1.5.1 marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking,
- 1.1.5.2 known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or
- 1.1.5.3 which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances.
- 1.1.5.4 Confidential Information of CityView shall also include, without limitation, the Software, the Documentation, and any information with respect to the Services that CityView may provide to Customer from time to time, including without limitation, all information disclosed by CityView relating to the security of its facilities, computer systems and products.
- 1.1.5.5 Confidential Information does not include information to the extent that such information:
 - 1.1.5.5.1 is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder;
 - 1.1.5.5.2 was previously known to the receiving party as evidenced by its written records;
 - 1.1.5.5.3 is rightly received by the receiving party from a third party who is not under an obligation of confidentiality;
 - 1.1.5.5.4 is approved by the disclosing party, in writing, for disclosure by the receiving party; or
 - 1.1.5.5.5 is independently developed by the receiving; party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of CityView shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that CityView may provide to Customer from time to time, including without limitation, all information disclosed by CityView relating to the security of its facilities, computer systems and products.
- 1.1.6 **"Data"** means all data that is provided by Customer to CityView and all other content transmitted, posted, received or created through Customer's use of the Services or the Software.
- 1.1.7 **"Data Breach"** means the intentional or unintentional release of confidential, private, or secured Data to an untrusted entity.
- 1.1.8 **"Data Storage Limit"** means the amount of data storage purchased by Customer as specified in [SCHEDULE A](#) of this Agreement.
- 1.1.9 **"Documentation"** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.



- 1.1.10 **“Fees”** means the Annual Subscription Fees and other fees as may be further described and listed in [SCHEDULE A](#) of this Agreement which may include fees to increase the Data Storage Limit and fees that CityView collects on behalf of third party vendors of Third Party Components which are licensed and distributed directly by such third party vendor.
- 1.1.11 **“Professional Service(s)”** means those implementation, training, consulting, data conversion and professional service(s) provided by the CityView Professional Services team as further described in the Contractual Services Agreement.
- 1.1.12 **“Professional Services Fees”** means the Professional Service(s) fees set out in the Contractual Services Agreement to be paid by Customer to CityView for the Professional Services.
- 1.1.13 **“Services” and “Software Services”** each means the web-based service(s) to be provided by or on behalf of CityView under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by CityView or its service providers and the delivery of exclusive access via the Internet to Customer to use the Software granted to Customer pursuant to paragraph 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Services subject to the Data Storage Limit.
- 1.1.14 **“Software”** means the software product(s) that are owned by CityView, delivered on a subscription basis and listed in [SCHEDULE A](#) and includes Updates that have been provided to Customer. Third Party Components are not included in the definition of Software.
- 1.1.15 **“Support Services”** means those support services to be provided by the CityView Support team as further described in [0](#) to this Agreement.
- 1.1.16 **“Third Party Components”** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that CityView or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services as well as any third party software that is required to be obtained by Customer directly from the applicable third party vendor in accordance with paragraph [7.9](#).
- 1.1.17 **“Updates”** means any minor modifications, enhancements, or improvements to the Software as well as bug fixes and error corrections that CityView makes generally available to its customers.
- 1.1.18 **“User”** means an employee or agent of Customer that has been authorized by the Customer to access and use the Services.

2 AUTHORIZATION

- 2.1 The parties agree that execution of the Contractual Services Agreement which shall detail CityView’s installation and implementation services for the Software is a condition precedent to the effectiveness of this Agreement and that the Contractual Services Agreement shall be entered into no later than contemporaneously with the execution of this Agreement. Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Professional Services Fees required for set-up and the Annual Subscription Fees, CityView hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term
- 2.1.1 to allow Users to access and use the Services on an annual subscription basis and in accordance with the Documentation solely for Customer’s internal business purposes and



- 2.1.2 to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services.

3 FEES

- 3.1 In consideration of receiving the Services, Customer agrees to pay to CityView the Fees and all applicable travel and lodging expenses as described in [SCHEDULE A](#) to this Agreement in accordance with the payment terms as defined in [SCHEDULE A](#).
- 3.2 The Customer shall be responsible for any sales tax due on fees associated with this Agreement. If the Customer is exempt from sales tax on fees associated with the Services to be provided by Vendor under this Agreement an exempt certificate will be provided to the Vendor upon execution of this Agreement.).
- 3.3 In addition to any remedies outlined in Section 13, if any undisputed Fees are not paid when due, then at CityView's discretion,
 - 3.3.1 such Fees may accrue interest at the rate of 1.0% (12% per annum) of the undisputed outstanding balance per month, from the date such fee was due until the date paid, and/or
 - 3.3.2 CityView may suspend the Services, only after providing written notice of an outstanding balance with an opportunity for Customer to pay within fifteen (15) days, including all Customer access to the Services.

4 TERM

- 4.1 Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of seven (7) successive one (1) year periods (the "Initial Term"), the fees for such shall be subject to the annual fee increases as defined in Exhibit A. After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") at fees agreed upon by the Parties, unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

5 RESTRICTIONS ON USE

- 5.1 Except as expressly provided herein, Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Software Services except as expressly permitted by this Agreement without the prior written consent of CityView.
- 5.2 Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or Software Services, or attempt to otherwise convert or alter the Software or Software Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.



- 5.3 Customer may duplicate Documentation, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
- 5.4 No third party, other than duly authorized agents or employees of Customer authorized pursuant to paragraph 2 hereunder, shall have access to or use of the Software Services.
- 5.5 Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- 5.6 Customer shall not access the Services in order to
 - 5.6.1 build a competitive product or service;
 - 5.6.2 copy any features, functionality or graphics of the Software; or
 - 5.6.3 knowingly allow access to any competitor of CityView.
- 5.7 The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or Information that:
 - 5.7.1 contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information;
 - 5.7.2 is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful;
 - 5.7.3 infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party;
 - 5.7.4 violates any law, statute, ordinance or regulation; or
 - 5.7.5 includes unsolicited bulk e-mails, advertisements or solicitations.
- 5.8 Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
- 5.9 Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.



- 6** IN ADDITION TO ITS TERMINATION RIGHTS UNDER PARAGRAPH 16, CITYVIEW MAY (FOLLOWING REASONABLE NOTIFICATION WHERE PRACTICAL) RESTRICT OR LIMIT CUSTOMER'S ACCESS TO THE SERVICES IF CITYVIEW REASONABLY DETERMINES THAT CUSTOMER HAS ENGAGED IN OR IS LIKELY TO ENGAGE IN (WHETHER KNOWINGLY OR UNKNOWINGLY) ANY PROHIBITED CONDUCT DESCRIBED HEREIN AND SUCH CONDUCT, IN CITYVIEW'S REASONABLE OPINION POSES ANY RISK OF ANY KIND OR NATURE TO CITYVIEW OR ITS SERVICE PROVIDERS' NETWORK, BUSINESS OR OTHER CUSTOMERS. AS PROMPTLY AS PRACTICABLE AFTER BECOMING AWARE OF CUSTOMER'S ENGAGEMENT IN ANY SUCH PROHIBITED CONDUCT, CITYVIEW WILL USE REASONABLE EFFORTS TO NOTIFY CUSTOMER OF THE RESTRICTION OR LIMITATION TO CUSTOMER'S ACCESS TO THE SERVICES AND WILL PROMPTLY RESTORE CUSTOMER'S ACCESS AFTER CITYVIEW HAS HAD REASONABLE ASSURANCE THAT SUCH CONDUCT HAS BEEN PERMANENTLY DISCONTINUED. IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, CITYVIEW RESERVES THE RIGHT TO REFUSE TO POST OR TO REMOVE IN WHOLE OR IN PART ANY INFORMATION OR MATERIALS PROVIDED OR SUBMITTED BY OR ON BEHALF OF CUSTOMER IN CONNECTION WITH ITS USE OF THE SERVICES THAT CITYVIEW DETERMINES, IN ITS REASONABLE DISCRETION, ARE EITHER IN VIOLATION OF THIS AGREEMENT OR POSE ANY RISK OF ANY KIND OR NATURE TO CITYVIEW OR ITS SERVICE PROVIDER'S NETWORK, BUSINESS OR OTHER CUSTOMERS. SERVICES AVAILABILITY
- 6.1 CityView shall provide all facilities, equipment, and software required to make the Software Services available up to the Data Storage Limit.
- 6.2 CityView shall use commercially reasonable efforts to make the Software Services available to Users twenty four (24) hours per day, seven (7) days per week; subject to the terms further defined in 0.
- 6.3 CityView reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software Services. CityView shall inform Customer of such criteria but CityView shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, CityView reserves its rights to not grant to such Users access to the Software Services. CityView reserves its rights to restrict access to the Software Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software Services.
- 6.4 CityView shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software Services. Customer, not CityView, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Software Services after the go-live date specified in the Project Plan as defined in the Contractual Services Agreement.
- 6.5 CityView shall comply with the terms and conditions regarding access and use of Data as set out in paragraph 14 of this Agreement.
- 6.6 Customer acknowledges that in order to provide the Services CityView may be required to purchase access to Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to CityView and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by CityView to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of CityView' control, then



- 6.6.1 CityView shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and
- 6.6.2 CityView may need to modify, change, replace, or mitigate the unavailability of the applicable Third Party Components over time, subject to the right to revise the Subscription Fees of which CityView will give reasonable, prior written notice to the customer with options, if available.

7 CUSTOMER RESPONSIBILITIES

- 7.1 **Cooperation by Customer.** To enable CityView to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with CityView's practices.
- 7.2 **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Services. CityView shall not be responsible for the operation of any Internet, network or other communication services. Customer further acknowledges that access to and the operation of the Services requires Customer's and Users' hardware to be of sufficient quality, condition and repair, and Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by CityView.
- 7.3 **Passwords.** Customer agrees to comply with all CityView security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it shall use best efforts and remain responsible for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify CityView in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify CityView immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
- 7.4 **Users.** The Customer is responsible for:
 - 7.4.1 the actions of Users using the Services in accordance with this Agreement;
 - 7.4.2 ensuring that Users agree to any further terms and conditions as may be provided by CityView from time to time for Users; and
 - 7.4.3 informing CityView of any information about Users' actions that may affect either the Services or third party data contained in or used by the Services, or CityView's ability to provide the Services as contemplated by this Agreement.



- 7.5 **Compliance with Laws.** Customer represents and warrants to CityView that it and its users will at all times be in compliance with all applicable local, state, federal and international laws, rules and regulations including, but not limited to, those laws regarding restrictions on exports (including the U.S. Export Administration Regulations end-user, end use and destination restrictions by Canadian, U.S. and other governments related to Vendor and its service provider's products, services and technologies), defamation, libel, harm to reputation, privacy, security, data protection, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability. Customer is responsible for determining whether the Services are appropriate for storage and processing of information subject to any specific law or regulation and for using the Service in a manner consistent with Customer's regulatory and legal obligations. Customer is responsible for responding to any request from a third party regarding Customer's use of the Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.
- 7.6 **Data Security.** Each party acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as CityView's) computer systems, networks and any and all information stored therein. Each party is solely responsible for working to ensure the following as it relates to its own systems:
- 7.6.1 Its computer systems are secure and protected from unwanted interference (such as "hackers" and viruses),
- 7.6.2 all transmissions are screened for viruses or other harmful code prior to transmission to the other party's servers; and
- 7.6.3 Data is encrypted.
- 7.7 Some content may be subject to governmental regulations or may require security measures beyond those specified by CityView for an offered Service or Software Service. Customer will not input or provide such content unless CityView has first agreed in writing to implement additional required security measures.
- 7.8 CITYVIEW DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND CITYVIEW SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.
- 7.9 **Required Third Party Software.** Customer agrees that it shall license the third party software set out in [SCHEDULE D](#) to this Agreement directly from the vendor of such software. Although CityView may collect the license fees from Customer on behalf of such third party software vendor as part of the Subscription Fees, Customer acknowledges that such third party software shall be delivered by the third party vendor and subject to all of the terms and conditions of the applicable license agreement to be entered into between Customer and such third party vendor, and CityView shall have no responsibility or liability whatsoever for such third party software.



8 PROFESSIONAL SERVICES & SUPPORT SERVICES

- 8.1 Professional Services. Professional Services shall be provided to Customer in accordance with and subject to the terms and conditions set out in the Contractual Services Agreement.
- 8.2 Support Services. Subject to the terms and conditions of this Agreement including payment of the Subscription Fees, CityView shall provide the Support Services in accordance with [SCHEDULE C](#). Where Bluebeam Software is required pursuant to [SCHEDULE D](#) to this Agreement, Customer must also purchase all applicable support and maintenance services for the Bluebeam Software directly from CityView. CityView agrees that the support and maintenance fees applicable to the Bluebeam Software shall not exceed the fees that would be charged by Bluebeam Incorporated for equivalent support and maintenance services. Customer agrees that CityView's support and maintenance services for the Bluebeam Software are unique and cannot be adequately provided by another third party because of the integration between the Software and Bluebeam Software.

9 WARRANTY AND WARRANTY DISCLAIMER

- 9.1 **Limited Warranty.** CityView warrants to Customer that the Services shall be performed at a level and shall substantially conform to the specifications, as stated in CityView's online documentation provided to Customer and in accordance with the Scope Document, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for CityView to use commercially reasonable efforts to correct such non-conformance, and in the event CityView is unable to make such correction, Customer has the right to terminate this Agreement in accordance with paragraph 13.
- 9.2 **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN PARAGRAPH 9.1, THE SERVICES, THE SOFTWARE, THE SOFTWARE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.
- 9.2.1 CITYVIEW, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SOFTWARE SERVICES, THE SERVICES, AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.
- 9.2.2 CITYVIEW DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SERVICES SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE SERVICES CAN BE FOUND OR CORRECTED.



- 9.2.3 WITHOUT LIMITING THE FOREGOING, CITYVIEW DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.
- 9.2.4 NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CITYVIEW.

10 SECURITY INCIDENT OR DATA BREACH NOTIFICATION.

- 10.1 Data Breach Reporting Requirements: If CityView has actual knowledge of a confirmed Data Breach that affects the security of any Data that is subject to applicable Data Breach notification law, CityView shall (1) notify Customer's appropriate personnel in accordance with applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner as required by applicable law.
- 10.2 Security Incident Response: CityView may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law. Discussing Security Incidents with Customer shall be handled on an urgent as-needed basis, as part of CityView's communication and mitigation processes as established by CityView management or as otherwise required by applicable state law.
- 10.3 Additional Data Breach Responsibilities.
- 10.3.1 This Section only applies when a Data Breach occurs with respect to confidential or non-public Data within the possession or control of CityView and related to services provided under this Agreement.
- 10.3.2 If, and as required by applicable law, CityView shall (1) investigate and resolve the Data Breach keeping Customer reasonably informed as to actions taken in response to such breach and remedial actions taken to correct or prevent additional breaches of security; (2) promptly implement necessary remedial measures, if necessary; and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 10.3.3 If and to the extent required by applicable state law, CityView shall, in the event that the Data Breach is deemed to be the sole responsibility of CityView, bear the costs, subject to the limits of liability in this Agreement associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state law; (4) a website or a toll-free number and call center for affected individuals required by state law; and (5) complete all corrective actions as reasonably determined by us based on root cause. Notwithstanding the foregoing, the bearing of such costs does not impose upon CityView the obligation of obtaining and providing the services outlined in (2), (3), and (4) to any affected Illinois Resident as defined in 815 ILCS 530/10.



- 11 INSURANCE.** During the initial term and any renewal period of this Agreement, Vendor agrees to maintain and pay for the following types and limits of insurance.
- 11.1 Workers' Compensation – Coverage shall be in accordance with the laws of the State of Illinois. It shall also include a waiver of subrogation against the Village. Employers Liability – as per Workers' Compensation policy
- 11.2 Commercial General Liability - Commercial General Liability Insurance required under this Agreement shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under this Agreement. The coverage shall be as follows:
- | | |
|-------------|-----------------|
| \$1,000,000 | Each Occurrence |
| \$2,000,000 | Aggregate |
- 11.3 Automobile Liability shall include coverage for all owned, hired and non-owned automobiles in the amount of \$1,000,000 Each Accident.
- 11.4 Technology Errors and Omissions and Cyber Liability coverage limits shall be:
- | | |
|-------------|------------------|
| \$2,000,000 | Each Claim |
| \$2,000,000 | Annual Aggregate |

If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the work under this Agreement. Vendor and any subconsultants or sub-vendors agree to maintain such coverage for three (3) years after completion of the work under this Agreement. Renewal policies during this period shall maintain the same retroactive date.

Cyber Liability component shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to the Customer and for claims involving any professional services for which Vendor is engaged with the Customer for such length of time as necessary to cover any and all claims.

- 11.5 Umbrella Liability coverage shall be no less than \$ 5,000,000.
- 11.6 Other Insurance Provisions.
- 11.6.1 Vendor shall have its Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village of Downers Grove by any person, however caused, related to the performance under this Agreement. Such insurance afforded to the Customer shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.



- 11.6.2 Vendor shall maintain in effect all insurance coverages required by this Agreement at its sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that Vendor fails to procure or maintain any insurance required by the Contract Documents, the Customer may, at its option, purchase such coverage and deduct the cost thereof from any monies due to Vendor, or withhold funds in an amount sufficient to protect itself, or terminate this Agreement pursuant to its terms.
- 11.6.3 Should any of the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer(s) affording coverage, their agents or representatives, or the issuer of this certificate. Renewal certificates shall be provided to the Customer of any of the required policies no later than thirty days following the renewal period. All Certificates of Insurance shall be in a form acceptable to the Customer and shall provide satisfactory evidence of compliance with all insurance requirements. The Customer shall not be obligated to review such certificates or other evidence of insurance, or to advise Vendor of any deficiencies in such documents, and receipt thereof shall not relieve Vendor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Customer shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

12 LIMITATIONS ON LIABILITY

- 12.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF CITYVIEW AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE SOFTWARE SERVICES, AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY CITYVIEW IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE FEES PAID BY CUSTOMER TO CITYVIEW UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM (NOT TO EXCEED TWELVE MONTHS).
- 12.2 CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL CITYVIEW BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

13 TERMINATION

- 13.1 This Agreement may be terminated as follows:



- 13.1.1 If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a “**Default Notice**”). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect
- 13.1.2 In addition to the remedies outlined in Section 3, if Customer has failed to pay any undisputed amounts when due under this Agreement, CityView shall have the right to terminate this Agreement if such failure to pay is not cured within fifteen (15) days after providing written notice to Customer of such failure.
- 13.1.3 CityView may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of CityView.
- 13.1.4 Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party:
- 13.1.4.1 becomes insolvent;
 - 13.1.4.2 becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or
 - 13.1.4.3 becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- 13.1.5 If any such modification, change or replacement of the original Third Party Components pursuant to paragraph 6.6 impairs Customer’s ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, CityView shall work to provide a reasonable workaround. If such reasonable workarounds or other efforts are not satisfactory to the Customer, Customer shall communicate with CityView prior to invoking the Dispute Resolution processes set forth in this Agreement, and if such Dispute Resolution is unsuccessful the Customer may terminate this Agreement by providing written notice to CityView within twenty (20) days after Customer’s discovery of such impairment.
- 13.1.6 Termination for Lack of Appropriations. If Customer should not appropriate or otherwise make available funds sufficient to utilize the Software Services, Customer may unilaterally terminate this Agreement upon thirty (30) days written notice to CityView wherein such writing shall include a certified copy of the budget in which such non-appropriation, or change in appropriation that makes such funds insufficient.



- 13.1.7 Termination for Convenience. Customer may terminate this Agreement for its convenience upon thirty (30) days written notice to CityView. Prior to any such termination being effective, Customer will provide an opportunity for a meeting with CityView to discuss alternatives to termination, if any. Upon termination, Customer shall remit payment for all products and services delivered to it and all expenses incurred by CityView prior to receipt of the termination notice. In addition, Customer will not be entitled to a refund of any monies previously paid to CityView if Customer terminates for convenience.
- 13.2 Effects of Termination
- 13.3 In the event of termination or expiration of this Agreement:
- 13.3.1 All rights granted to Customer in this Agreement shall immediately terminate and CityView will immediately cease to perform or provide the Services.
- 13.3.2 Customer shall return to CityView or at CityView's option purge or destroy all copies of any Confidential Information of CityView in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
- 13.3.3 Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- 13.3.4 Customer will pay all amounts due under this Agreement up to and through the date of termination, including any fees for work performed up to the date of such termination.
- 13.3.5 Conditional upon Customer's payment of all undisputed Fees that are due to CityView, CityView will furnish the Customer, at CityView's sole cost and expense, with a copy of the Data as an MS SQL.BAK file with proprietary configuration removed. The anticipated services to provide a copy of the Data are three to five days. Upon receipt of notice from Customer confirming receipt of the Data, CityView shall destroy all copies of the Data and delete all Data on the database and an Officer of CityView shall certify the destruction and deletion to the Customer within thirty (30) days of doing so. Subject to any legal requirement that CityView must retain a copy of the Data, CityView shall not delete the Data for ninety (90) days from the date of termination except:
- 13.3.5.1 where CityView has provided the Data to Customer pursuant to this subparagraph; or
- 13.3.5.2 where it has received written instructions from Customer to delete the Data.
- 13.3.6 Following ninety (90) days from the date of termination if Customer has not communicated with CityView regarding the Data, CityView shall have the right to delete all Data at any time as either required by law or as determined by CityView in its sole discretion. Notwithstanding the foregoing, CityView shall be permitted to delete all Data without providing notification to Customer and CityView shall not be required to adhere to the time frames detailed above where CityView is required by law to delete such Data.



14 OWNERSHIP

- 14.1 **By CityView.** CityView its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, , and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Services, Software or underlying software except the limited right to access and use the Services in accordance with the terms of this Agreement and CityView and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to CityView a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software, and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or Software.
- 14.2 **Customer Data.** As between CityView and Customer, all Data will remain the sole and exclusive property of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to CityView a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by CityView's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, CityView may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.
- 14.2.1 Customer grants to CityView a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). CityView shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants CityView the right to access Data to provide feedback to Customer concerning its use of the Services.
- 14.2.2 Customer authorizes CityView to disclose the fact that Customer is a customer of CityView and uses the Services.
- 14.3 Data and Privacy Policy of Customer
- 14.3.1 The Customer represents and warrants to CityView that:



- 14.3.1.1 Data that is either provided to or acquired by CityView from Customer is owned exclusively by Customer and that the Customer has full right and title to provide the Data to CityView;
- 14.3.1.2 Data that is either provided to or acquired by CityView is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by CityView and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;
- 14.3.1.3 Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- 14.3.1.4 Customer will not provide CityView with data of any kind for which CityView either has no need or does not have the right to collect, use and store under the terms of this Agreement.

15 CONFIDENTIAL INFORMATION

- 15.1 The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party:
 - 15.1.1 to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement;
 - 15.1.2 to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.
- 15.2 The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party unauthorized use, disclosure, copying or publication.
- 15.3 In addition to any other restrictions on CityView's use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse CityView in relation to all reasonable fees and other disbursements paid by CityView to comply with such requests, whether by an individual or a government body, or to challenge such requests at either CityView's or Customer's request. Customer represents and warrants to CityView that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.



16 INDEMNITY

- 16.1 Customer is solely responsible for its Data, its use, and its Users' use, of the Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold CityView and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all third-party losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with
- 16.1.1 the use of the Services including but not limited to any Third Party Components by Customer or its Users;
- 16.1.2 any breach by Customer or its Users of this Agreement; or
- 16.1.3 Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.
- 16.2 CityView will indemnify and hold harmless Customer and its agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs for personal injury or property damage to the extent caused by CityView's negligence or willful misconduct. CityView shall notify Customer promptly in writing of the claim and CityView shall have sole control over its defense or settlement. Customer agrees to give CityView reasonable assistance, cooperation, and information in defending the claim at CityView's expense. This indemnification does not apply to liability caused by Customer's own negligence.
- 16.3 Intellectual Property Infringement Indemnification.
- 16.3.1 CityView will defend Customer, at its sole cost and expense, against any third party claim(s) or suits that the Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment. Customer must notify CityView promptly in writing of the claim and give CityView sole control over its defense or settlement. Customer agrees to provide CityView with reasonable assistance, cooperation, and information in defending the claim at CityView's expense.
- 16.3.2 CityView's obligations under this Section will not apply to the extent the claim or adverse final judgment is based on Customer's use of the Software in contradiction of this Agreement, including with non-licensed third parties, or its willful infringement.
- 16.3.3 If CityView receives information concerning an infringement or misappropriation claim related to the Software, CityView shall, at its expense, either: (a) procure for Customer the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case Customer will stop running the allegedly infringing Software immediately. Alternatively, CityView may decide to litigate the claim to judgment, in which case Customer may continue to use the Software consistent with the terms of this Agreement. If CityView is unable to procure continued use of the Software, then Customer can terminate this Agreement immediately and CityView will refund to Customer any prepaid but unused subscription and license fees within sixty (60) days of said notice of termination.



- 16.3.4 If an infringement or misappropriation claim is fully litigated and Customer's use of the Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which CityView consents), CityView will, at its option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund to Customer any unused subscription or license fees. If CityView is unable to procure continued use of the Software, then Customer can terminate this Agreement immediately and CityView will refund to Customer any prepaid but unused subscription or license fees within sixty (60) days of said notice of termination.

17 GENERAL

- 17.1 **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the federal laws of the United States of America applicable therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Venue shall only be proper in the Circuit Court of DuPage County, Illinois or the Northern District Federal Court in Chicago, Illinois.
- 17.2 **Dispute Resolution.** Customer agrees to provide Vendor with written notice within thirty (30) days of becoming aware of a dispute. Customer agrees to cooperate with Vendor in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Vendor's appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Vendor fails to resolve the dispute, then the parties may participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in the Circuit Court of DuPage County, Illinois or the federal Northern District of Illinois. Nothing in this section shall prevent Customer or Vendor from seeking necessary injunctive relief during the dispute resolution procedures.
- 17.3 **Notice:** Any notice required or permitted to be given by any party pursuant to this Agreement shall be given by means of electronic message. The notice shall not be conclusively deemed given and received until a representative from the receiving party has responded to the initiating party by email within five (5) business days. Notice shall be deemed given and received on the date that the receiving party's representative contacts the initiating party. In the event that the receiving party fails to respond to the initiating party by email, the initiating party may subsequently give notice in writing by prepaid registered post. If the prepaid registered post is sent within ten (10) business days after the initiating party sent the initial electronic message, the notice shall be deemed given and received on the original date that the initiating party sent the initial electronic message. If the prepaid registered post is sent more than ten (10) business days after the initiating party sent the initial electronic message, the notice shall be deemed given and received on the date that the prepaid registered post was sent by the initiating party. The electronic message or prepaid registered post shall be addressed, in the case of Vendor to:



CityView	and in the case of the customer, to:
Attention: Sean Higgins	VILLAGE OF DOWNERS GROVE
Address: 4464 Markham St., Suite 1202	801 BURLINGTON AVE, DOWNERS GROVE, IL 60515
Victoria, BC V8Z 7X8	Attention: Village Manager
Phone: 800.665.5647	Telephone: 630-434-5500
Email: shiggins@harriscomputer.com	Email: dfieldman@downers.us

- 17.3.1 Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this paragraph 17.2.
- 17.4 **Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of the United States of America.
- 17.5 **Use of Name.** Customer agrees to the following promotional activities in relation to the purchase of CityView's solutions, products and services:
- 17.5.1 Customer permits CityView to issue a mutually agreed upon press release announcing Customer's purchase of CityView's products and services; and
- 17.5.2 Customer grants CityView the right to reasonably include the Customer's name in published lists referencing the users of the products and services of CityView. Customer may unilaterally withdraw their consent to the above promotional activities at any time by providing written notice to CityView of said revocation.
- 17.6 **Entire Agreement:** This Agreement, together with the Attachments attached hereto, contains the entire agreement of the Customer and the Vendor, and supersedes any prior or contemporaneous written statements or agreements between the Customer and the Vendor. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties. Under no circumstances shall the provisions of a purchase order supersede those of this Agreement.
- 17.7 **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 17.8 **Assignment** Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- 17.9 **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.



- 17.10 **Relationship:** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is lawfully responsible.
- 17.11 **Equitable Relief:** Each party acknowledges and agrees that it would be difficult to compute the monetary loss to the other party arising from a breach or threatened breach of this Agreement by either party and that, accordingly, either party will be entitled to seek specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by either party.
- 17.12 **Force Majeure:** Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, pandemic, epidemic, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.
- 17.13 **Freedom of Information:** CityView acknowledges that the Illinois Freedom of Information Act applies to certain public records, as defined therein, which may be in possession of the Vendor or a subcontractor. Vendors and all of its subcontractors shall reasonably cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et seq.) to the extent that the Act applies to the documents in question.
- 17.14 **Nondiscrimination:** Vendor shall, as a party to a public contract:
- 17.14.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 17.14.2 The Vendor certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference.
- 17.14.3 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.
- 17.15 **Sexual Harassment Policy:** The Vendor, as a party to a public contract, certifies that it has a written sexual harassment policy that:
- 17.15.1 Notes the illegality of sexual harassment;
- 17.15.2 Sets forth the definition of sexual harassment;
- 17.15.3 Describes sexual harassment utilizing examples;



- 17.15.4 Describes the Vendor's internal complaint process including penalties;
- 17.15.5 Describes the legal recourse.
- 17.16 **Drug Free Work Place:** Vendor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 17.16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Vendor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 17.16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Vendor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 17.16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 17.16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 17.16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 17.16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 17.16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 17.17 **Patriot Act Compliance:** The Vendor presents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants to the Village that the Vendor and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Vendor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.



17.18 **Survival:** Paragraphs 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7 (Customer Responsibilities), 7.6 (Data Security), 9 (Warranty and Warranty Disclaimer), 10 (Limitations of Liability), 13.2 (Effects of Termination), 14 (Ownership), 15 (Confidential Information), 16 (Indemnity), 17 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

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

IN WITNESS WHEREOF, CityView and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

ACCEPTED

ACCEPTED

CityView Authorized Signature:

Customer Authorized Signature:

Name: Sean Higgins

Name:

Title: Executive Vice President

Title:

Date: January 13, 2021

Date:



SCHEDULE A FEES AND PAYMENT SCHEDULE

1 PAYMENT TERMS

- 1.1 The Annual Subscription Fees applicable to subsequent annual subscription terms shall be invoiced ninety (90) days in advance of the anniversary of the date set out in the Project Plan when the Software was installed, configured and is ready for testing.
- 1.2 Annual Subscription Fees include a Data Storage limit of 250GB. In the event additional Data Storage is required, it may be purchased at the then current rates (currently \$75/100GB/month)
- 1.3 Invoice Dispute Procedure: If Customer is in receipt of an invoice and believes that the amount invoiced is inaccurate, the Customer will provide Vendor with written notice within thirty (30) business days of receipt of the subject invoice, pursuant to rules promulgated under 50 ILCS 505/1 et seq. Such notice shall contain reasonable detail so Vendor may confirm the issue and respond by either adjusting the invoice or justifying the amounts billed on the invoice. While an invoice, or a portion of an invoice, is under dispute the Customer may withhold payment for those disputed portions but shall remit payment for any undisputed amounts. While an invoice is under dispute, Vendor shall continue to provide Services consistent with this Agreement and shall not suspend the delivery of Services unless it is determined unfeasible to continue to provide Services based on the nature or scope of the dispute

Software Licensing & Subscriptions (Year 1)	Deliverables	Payment Milestone	Payment Terms
Annual Subscription Fees Include: 40 CityView Named User Subscriptions - Full Read/Write 25 Named User Subscriptions CityView Mobile SaaS Bundle Options Include: Connectivity (GIS, EDMS (OnBase), Integration Services, Real time cash receipting interface, Payment processor (InvoiceCloud) Productivity (Google Calendaring, GMail Add-on) Citizen Services (Portal for Permits & Inspections and Code Enforcement) and Electronic Plans Review Business Control (Configuration Console, MS Word Add-in) Solutions: CityView Property Information CityView Permits & Inspections CityView Code Enforcement CityView Cashiering	CityView will: <ul style="list-style-type: none"> • Set up as a client on FTP, Host site & CityView Connect • Provide documentation on CityView Connect site • Send the access instructions for the CityView development site on the host site • Provide documentation to download the Bluebeam Software from Bluebeam site Subscribers receive: <ul style="list-style-type: none"> • All major and minor software upgrades • Unlimited technical support; • Unlimited access to the CityView FTP site • Unlimited access to the CityView Connect 	\$150,324	Fifty percent (50%) of the first year Annual Subscription Fees shall be invoiced following the execution of the contract and the invoice for the remaining fifty percent (50%) of the first year Annual Subscription Fees shall be due and payable on the date set out in the Project Plan when the Software has been installed, configured and is ready for testing by Customer. The Annual Subscription Fees applicable to subsequent annual subscription terms shall be invoiced ninety (90) days in advance of the anniversary of the date set out in the Project Plan when the Software was installed, configured and is ready for testing.



15 Named User Bluebeam Revu Licenses (Std) 10 Named User Bluebeam Revu Licenses (eXtreme)	• Provide documentation to download the Bluebeam Software from Bluebeam site	\$11,220	Invoiced following execution of the contract
Total Licensing & Subscriptions		\$161,544	

Annual Subscription cost based on 6 successive 1 year subscription periods

Year 2	Year 3	Year 4	Year 5	Year 6
\$ 164,300	\$ 169,229	\$ 175,998	\$ 183,038	\$ 190,360

Mandatory Annual Software Maintenance	Deliverables	Payment Milestone	Payment Terms
Annual Software Maintenance (custom interfaces and product level customizations) (Year 1)	Provides: • Support for integration with Esri ArcGIS, Lucity, Tyler ERP, Bluebeam Revu, OnBase Document Management, and a batch export to Tyler GL	\$6,216	Due upon CityView Host site Initial Installation
Bluebeam Revu Annual Software Maintenance (Year 1 – subject to annual revision by Bluebeam)	First line of support for Bluebeam Revu	\$2,975	Invoiced following execution of contract

CityView Annual Software Maintenance cost based on 6 successive 1 year maintenance periods

Year 2	Year 3	Year 4	Year 5	Year 6
\$ 6402.48	\$ 6,594.55	\$ 6858.33	\$ 7,132.66	\$ 7,417.97

All Payment terms are subject to the Local Government Prompt Payment Act, 50 ILCS 505 to the extent that act applies, and if not, then the Village shall make payments to the Vendor within forty-five (45) days from the date of receipt of the invoice.



SCHEDULE B SERVICE AVAILABILITY

1 AVAILABILITY AND UPTIME OBJECTIVES:

- 1.1 Availability of the Services is defined as when the Software Services are operational and accessible via a public internet connection. The Services shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the Services.
- 1.2 Uptime is defined as the time that the Services are either available or in scheduled downtime. Specific Service Level Objectives relating to Uptime are as follows:
 - 1.2.1 Routine scheduled downtime shall not exceed eight (8) hours per month, averaged over twelve (12) months. Scheduled downtimes shall occur, to the extent practicable, during the weekend hours from 10:00 p.m. Friday to 3:00 a.m. Monday Eastern Time.
 - 1.2.2 CityView shall notify Customer a minimum of five (5) calendar days prior to any period of scheduled downtime.
 - 1.2.3 CityView reserves the right to schedule downtime for emergency situations with less than five (5) advance calendar days' notice. In the case of an emergency or other non-routine maintenance event, CityView reserves the right to suspend the Services and Customer's access to the Software for purposes of conducting such maintenance work at any time as deemed appropriate by CityView in its sole discretion, without prior notice to Customer, but will use best efforts to notify Customer of such suspended access as soon as practically feasible.
- 1.3 CityView shall make commercially reasonable efforts to achieve the service level objectives described herein.
- 1.4 CityView will not be responsible for any failure to meet the above Service Level Objectives if the failure is caused by:
 - 1.4.1 Customer's network infrastructure (equipment, software or other technology), Customer's connection to the Internet or an Internet failure beyond the control of CityView;
 - 1.4.2 A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives");
 - 1.4.3 An error or the acts or omissions of Customer Representatives or Users;
 - 1.4.4 Emergency or Scheduled maintenance or other mutually agreed upon downtime; or
 - 1.4.5 Any other force majeure event, as set out in paragraph 17.12 of the Agreement.



- 1.5 In the event that CityView fails to meet its stated Application Availability SLA in any given month during the contract term, Village shall be entitled to receive a Service Credit, applied to the next annual invoice, by providing CityView with a written request for a Service Credit within ninety (90) days after receipt of an invoice. The amount of the Service Credit shall be determined by multiplying the applicable Service Credit Percentage, in accordance with Table 1 shown below, by the Monthly Recurring Charge, known as "MRC", for the affected Service or Services. The MRC shall be determined by dividing the then-current annual subscription fee in Appendix A by (12) for the months of service. Service Credits will be applied to the next year's Subscription Fee.

Table 1: Incident Management Availability Matrix

Application Availability Percentage	Service Credit Percentage
100% - 95%	0%
<95% > 93.5%	4%
<93.5% > 92%	7%
<92%	10%

For purposes of determining the Application Availability Percentage, the following causes of Application unavailability in addition to those stated in 1.4 will be excluded:

- i. Outages outside of the coverage hours 7:30 am – 7:30 pm Central Time from Monday through Friday, excluding Labor Day, Christmas Day and New Year's Day;
- ii. Outages due to the use or failure of any Village owned or provided equipment or software used in connection with the services;
- iii. Outages resulting from CityView following or implementing instructions or procedures issued by Village;
- iv. Outages resulting from third-party interfaced systems.



SCHEDULE C SUPPORT SERVICES

1 SCOPE

- 1.1 In consideration of payment of the annual Subscription Fees set out in [SCHEDULE A](#), CITYVIEW will provide:
 - 1.1.1 Priority response on support requests regarding the Software, as described in the CityView Service Level Agreement set out below;
 - 1.1.2 Remote diagnosis of operational issues related to the Software, provided that the Licensee has obtained, at its cost, the necessary software, hardware and instruction to allow CITYVIEW to provide such assistance.
 - 1.1.3 Updates for the Software at no extra charge except for magnetic media and courier costs.

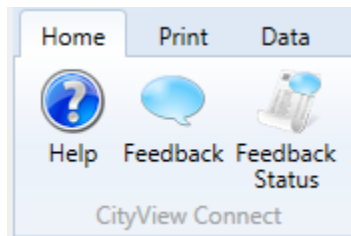
2 CITYVIEW STANDARD SUPPORT – SERVICE LEVEL AGREEMENT

- 2.1 **Contract Term:** To follow software subscription agreement term
- 2.2 **Support Channels:** Web, Email or Telephone
- 2.3 **Support Requests Allowed:** Unlimited
- 2.4 **Who Can Report:** Individuals who are trained in the use of CityView can report issues to Customer Support.
- 2.5 **Hours of Coverage:** Coverage hours are 7:00 a.m. to 7:30 p.m. Central Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. (Only those statutory holidays that coincide between Canada and the United states are observed by CityView Technical Support.)
- 2.6 **Accessing Support:** The preferred method of opening a support incident is to use our CityView Connect Feedback mechanism within the software. Telephone support requests should be preceded by filing a support request within CityView Connect web site, including a detailed problem description. Telephone support requests will be answered live during business days, though staff may be involved serving other customers. If your call is not answered live, please leave a message, including the support request tracking number you received from the electronic filing, your name and phone number. Messages are typically responded to within two (2) hours.
- 2.7 **Auto Acknowledgement:** CityView Connect will assign a case number, accessible from the CityView Connect Feedback Status web page. Email and telephone correspondence will also result in cases being created and those will be available for review through the CityView Connect Feedback Status web page. Whenever the status of your incident changes, an email notification will automatically be sent to the individual that opened the call.



- 2.8 **Request Response Time:** A technical support engineer will respond to all requests within the time frames specified in Table 1. Business hours are 7:00 a.m. to 7:30 p.m. Central Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support. We process requests in the order of their priority followed by order of submission.
- 2.9 **What we will do if we don't hear back from you:** If we don't hear back from you in ten (10) business days, we will close your support request and mark it as "Closed / No response from customer."
- 2.10 **Resolution of Bug-Related Requests:** We will keep your request open and follow up when a fix is available in a production release. We will also contact you if we post an experimental build that will help with your problem.
- 2.11 **What We Need to Help You**
- 2.11.1 CityView wants to be as responsive as possible to your support needs. To accomplish this goal, the CityView customer support staff relies on your knowledge, self-sufficiency, and thoroughness during the troubleshooting process. You reap the benefits from this effort — it allows CityView to focus on the more difficult problems and make the product more robust. It also helps control the amount CityView charges for support.
- 2.11.1.1 **Knowledge:** You should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.
- 2.11.1.2 **Self-sufficiency:** Please be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching our CityView Connect Help site to determine if your issue is addressed before you submit it to our customer support staff.
- 2.11.1.3 **Complete information:** As with any troubleshooting process, accurate and timely resolution depends on information. When you request support, please fill in all relevant fields in the request form, provide a detailed problem description, and attach any appropriate log files. Please note that using the CityView Connect Feedback mechanism within the product records most of this information automatically; therefore, it is the preferred way to submit a request to support because it guarantees we get this information with minimal effort from you. Unfortunately, when the request information is incomplete, it will take longer to resolve your issue.
- 2.11.1.4 **Preparation:** If you call us for support, be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. In addition, please have immediate access to the computer(s) on which CityView products are running.
- 2.12 **How to Access Support**
- 2.12.1 CityView offers several methods of accessing support described below. Please note that for Priority 1 (see Table 1) issues, customers are encouraged to submit their incident online and then follow up via CityView's toll-free phone number:

- 2.12.2 CityView Connect is the best way to receive support for our product. This feature is available from the Home tab of the ribbon in CityView Desktop as well as in many of our add-on products.



- 2.12.2.1 **CityView Connect Feedback (preferred method)** If there is a feature you are having trouble using, or, if there is a feature you really like, please let our team know about it. Within CityView, use the Feedback button to let us know about your question or inquiry. If you have a feature request for our team, please use this method to let us know what you would like to see in the product. The information can also include screenshots and documents to help describe your feedback.
- 2.12.2.2 **CityView Connect Help** The Help button will redirect your internet browser to our CityView Connect Help site (<http://cityviewhelp.iharriscomputer.com/CityViewCMS>). The site is available for customer self-service, and is comprised of a searchable content management system and downloadable updates, including links to our release notes and latest features.
- 2.12.2.3 **CityView Connect Feedback Status** Our CityView Connect Feedback Status link redirects to our Connect Feedback website (<http://cityviewsupport.harriscomputer.com/connect>). This site will allow users to log new support incidents and check the status of previously submitted incidents on a 24 x 7 basis. Please contact our support group by telephone or email if there are preferred individuals who should be able to review all site calls.
- 2.12.2.4 **Telephone Support** Telephone technical support is available between the hours of 7:00 a.m. to 7:30 p.m. Central Standard Time on regular business days. Customers can contact us toll-free at 1.866.988.8324. CityView technical support will respond to telephone inquiries using the Service Level Agreement provided in Table 1 below.
- 2.12.2.5 **Email Support** Email support is available by reaching our support team at cityviewsupport@harriscomputer.com
- 2.12.3 Please note that any suggestions for enhancements to CityView that you submit will become the property of CityView. CityView may use this information for any CityView business purposes, without restriction, including for product support and development. CityView will not use information in a form that personally identifies you.
- 2.13 **Limitations** The following are not covered by CityView's Service Level Agreement, but may be available as separate services on a time and materials basis:
- 2.13.1 Services required due to misuse of CityView maintained software;
- 2.13.2 Services required due to software corrections, customizations, or modifications not developed by CityView;
- 2.13.3 Services required by the Customer to be performed by CityView outside of CityView's regular business hours;



- 2.13.4 Services required to resolve or work-around problems that cannot be reproduced in CityView's support environment;
- 2.13.5 Services which relate to tasks other than maintenance of the Customer's existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;
- 2.13.6 Services requested by the Customer to implement software updates provided by CityView. Due to the effort involved for customers to test each version prior to it being moved into Production, CityView provides up to two (2) upgrades per year at no cost to the Customer for the installation of such upgrades. CityView will perform, at no cost, additional upgrades if they are to resolve specific issues reported to Technical Support. If the Village wishes to have additional upgrades, additional costs may be incurred. CityView will perform additional upgrades through a signed quotation for services.

Table 1 Service Level Agreement

Priority	Definition	Initial Response Time*	Commitment (CityView and Customer)	Examples
1 (High)	Operation/Service down or critically impacted. Business process impacted. No known workaround.	2 Hours	CityView and customer will commit necessary resources to fix problem or obtain a workaround.	Users cannot login. Business process halted.
2 (Medium)	Operation affected, but not down. Business process is not affected. Workaround may be available.	4 Hours	CityView and customer will commit resources during normal business hours to resolve issue or obtain workaround.	Cannot print. Cannot process payment. Application response is exceptionally slow.
3 (Normal)	Moderate to negligible impact. No impact to business.	24 Hours	CityView and customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	Non critical feature not working. Feature works but requires intervention.
4 (Info.)	Request for information, documentation issues, and enhancement requests.	48 Hours	Request-dependent.	Help file clarification. Form design not in production.

* Response time targets are during business hours only.

Obtaining More Information

Information about our support programs may be obtained by contacting the CityView support team at 1.800.665.5647, or via email at cityviewsupport@harriscomputer.com or thunter@harriscomputer.com.



SCHEDULE D
THIRD PARTY SOFTWARE

1 THIRD PARTY SOFTWARE

The following third party software is required but not provided by CityView and must be licensed by Licensee directly from the applicable third party vendor, subject to such third party vendor's terms and conditions:

Third Party Software Product	Third Party Vendor	License Terms
Bluebeam Revu	Bluebeam Incorporated	www.bluebeam.com/us/license/eula.asp

Should Customer require BLUEBEAM REVU software at any time, CityView agrees to collect the applicable license & subscription fees from Customer for the Bluebeam Software and shall issue a purchase order to Bluebeam Incorporated on behalf of Customer for the Bluebeam Software. Bluebeam Incorporated shall deliver the Bluebeam Software directly to Customer. CityView shall provide first line of support for BlueBeam Revu and shall issue a purchase order for the Bluebeam Software, however, CityView shall have no responsibility for the Bluebeam Software itself.