

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**10/11/2022**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Resolution Approving a Change Order and Amendment to the Software Subscription Agreement with CityView for the Implementation and Maintenance of Integration for Over the Counter Credit Card Payments	Stan Popovich, AICP Director of Community Development

### SYNOPSIS

A resolution has been prepared to approve a Change Order to Attachments A and D to the Contractual Services Agreement and an Amendment to the Software Subscription Agreement with CityView for the implementation and ongoing support for an integration to allow Downers Grove to process over the counter credit card transactions through the CityView software.

### STRATEGIC PLAN ALIGNMENT

The goals for 2021 – 2023 include *Exceptional Municipal Services*. Allowing residents and businesses to pay for their building permits in person is considered a high level of customer service.

### FISCAL IMPACT

The costs for the Change Order and Software Subscription Agreement are covered by contingencies already approved by Council in the original approval of the CityView contract on February 2, 2021.

- The Change Order for implementing the integration - \$7,100.
- The Amendment to the Software Subscription Agreement
  - \$4,956 annually for the card readers
  - \$17,520 annually for the 10 additional named users
- There remains a contingency of \$61,354 for implementation costs and \$78,688.50 for software subscription agreement costs.
- The remaining contingencies will be sufficient to cover costs through the remainder of the project and no additional funds are being requested for the Change Order or Amendment.

### BACKGROUND

The original software subscription agreement with CityView does not include provisions for the implementation and maintenance of this integration that enables in person credit card transactions. Additionally, the original agreement with CityView called for 40 named user licenses. Upon completing user acceptance testing, the Village has determined that an additional 10 named user licenses are required.

The Change Order will allow CityView to implement the integration and add 10 additional users. The Amendment to the Software Subscription Agreement will support the ongoing maintenance and necessary integration updates for the card readers and provides for 50 named users as opposed to the original 40.

**RECOMMENDATION**

Approval on the October 11, 2022 consent agenda.

**ATTACHMENTS**

- Resolution
- Change Order #CO2022-02IC
- Amendment No. 1 to Software Subscription Agreement

**RESOLUTION NO. \_\_\_\_****A RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 1 AND A CHANGE ORDER TO THE CONTRACT BETWEEN THE VILLAGE OF DOWNERS GROVE AND N. HARRIS COMPUTER CORPORATION (“CITYVIEW”)**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Amendment No. 1 and Change Order (the "Agreement"), between the Village of Downers Grove (the "Subscriber") and N. Harris Computer Corporation ("CityView"), for credit card payment implementation and amendment to the software subscription agreement, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk



**AMENDMENT No. 1**  
**TO**  
**SOFTWARE SUBSCRIPTION AGREEMENT**

**THIS AMENDMENT NO. 1 to the Software Subscription Agreement** (the "Amendment") is dated and made effective on \_\_\_\_\_ by and between N. Harris Computer Corporation ("CityView") and the Village of Downers Grove, IL (Subscriber).

**RECITALS**

**WHEREAS**, the parties entered into a Software Subscription Agreement dated February 3, 2021 ("Agreement");

**WHEREAS**, the parties desire to amend the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

**1 Amended Terms - Software and Support-Related Services**

1.1 The Schedule A to the Agreement shall be deleted in its entirety and be replaced with the Schedule A in this Amendment.

**2 General Provisions**

2.1 No Other Amendments. Except as specifically modified by this Amendment, the terms of the Agreement, including its schedules, attachments, appendices, and exhibits, shall remain unchanged and in full force and effect and the parties hereto confirm and agree to be bound by all the terms and provisions of the Agreement as amended hereby.

2.2 Entire Agreement; Amendment; Waiver. The Agreement, as amended by this Amendment, sets forth the entire agreement and understanding of the parties hereto with respect to the matters contemplated by the Agreement and this Amendment, and supersedes all prior agreements, arrangements, and understandings (whether oral or written) relating to the subject matter thereof. The Agreement may not be amended, waived, discharged, or terminated other than by a written instrument signed by the party against whom enforcement of such amendment, waiver, discharge, or termination is sought.

2.3 Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

2.4 Binding Effect. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.



2.5 If any provision of this Amendment shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Amendment shall not be affected thereby. The titles and subtitles used in this Amendment are for convenience only and are not to be considered in construing or interpreting any term or provision of the Amendment.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first written above through their duly authorized representatives.

ACCEPTED

ACCEPTED

CityView Authorized Signature:

Licensee Authorized Signature:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

ATTEST:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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"> <li>• Set up as a client on FTP, Host site &amp; CityView Connect</li> <li>• Provide documentation on CityView Connect site</li> <li>• Send the access instructions for the CityView development site on the host site</li> <li>• Provide documentation to download the Bluebeam Software from Bluebeam site</li> </ul> Subscribers receive: <ul style="list-style-type: none"> <li>• All major and minor software upgrades</li> <li>• Unlimited technical support;</li> <li>• Unlimited access to the CityView FTP site</li> <li>• Unlimited access to the CityView Connect</li> </ul>	\$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
<b>Total Licensing &amp; Subscriptions</b>		<b>\$161,544</b>	

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.

**2** NEW SOFTWARE MODULES, USER LICENSES AND ADD-ONS ADDED AS OF \_\_\_\_\_ AND NOW SUBJECT TO THIS AGREEMENT

**CityView Modules, User Licenses and Add-Ons**

1 site subscription	CityView Supported (InvoiceCloud) Over the Counter POS Interface
10 user subscriptions	CityView Named User Subscriptions - Full Read/Write



### 3 PAYMENT MILESTONES AND TERMS

Software Subscriptions	Deliverables	Payment Milestone	Payment Terms
Software Subscriptions Include:  CityView Supported (InvoiceCloud) Over the Counter POS Interface  Ten (10) CityView Named User Subscriptions - Full Read/Write	CityView will: • Apply a new subscription key for CityView Licenses • Provide documentation to download the Solutions from the FTP & CityView Connect site	\$22,476	Invoiced on execution of the amendment and due net 45 days





## Project Change Order

CHANGE ORDER DESCRIPTION			
<b>Request Date:</b>	September 27, 2022	<b>Change #:</b>	CO2022-02IC
<b>Client / Project:</b>	Downers Grove, IL	<b>Valid Until:</b>	October 27, 2022
<b>Requestor:</b>	Matt Timmerberg	<b>Created By</b>	Steve Favalaro
<b>Description of the Requested Change</b>			
<p>The Village of Downers Grove, IL would like to add front counter integration with Invoice Cloud and SRED reader – card swiper devices to their current CityView implementation,</p> <p>This change order covers the annual subscription fees for the front counter (POS) integration with Invoice Cloud, as well as the professional services time to configure and test the integration.</p> <ul style="list-style-type: none"> <li>• \$4,956 Subscription Fee (year 1, invoiced on execution of the change order and subject to regular increases)</li> <li>• \$7,100 Professional Services including development, QA and project management.</li> </ul> <p>It should be noted that Downers Grove is a CityView hosted implementation, which has implications to how the integration needs to be configured and tested.</p> <p>In addition the Village of Downer’s Grove would like to add ten (10) additional CityView Named User Subscriptions - Full Read/Write at an annual cost (year 1) of \$1,460 each for a total cost of \$17,520.</p>			
<b>Impact Assessment:</b> Estimated impact to budget, work effort and schedule			
<p>The integration requires specific hardware that must be purchased through Invoice Cloud. Any supply chain shortages may have implications to whether this integration can go live at the same time as the rest of the CityView project. This is outside CityView’s control.</p> <p>A Subscription Amendment will be needed to keep “Schedule A” consistent with this change order.</p>			
<b>Total Estimated Cost:</b>	\$7,100 + annual subscription fees	<b>Planned Delivery Date:</b>	As above
<b>Payment Terms:</b>	<p>1<sup>st</sup> year subscription invoiced on execution of the change order, and 100% of Services invoiced on commencement of configuration.</p> <p>All invoices are due net 30 days.</p>		
CHANGE ORDER APPROVAL			
	<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>Client Contact:</b>			
<b>CityView Signatory:</b>	Susan McCormick		



**THIS DOCUMENT IS PROPRIETARY AND CONFIDENTIAL**