

VILLAGE OF DOWNERS GROVE
Report for the Village

SUBJECT:	10/1/2024	SUBMITTED BY:
Resolution Approving a Contractual Services Agreement and a Third Amendment to the Software Subscription Agreement with CityView for the Purchase and Implementation of CityView Business Licensing Software		Enza Petrarca Village Attorney

SYNOPSIS

Resolutions have been prepared to approve a Contractual Services Agreement and a Third Amendment to the Software Subscription Agreement with CityView for the purchase and implementation of CityView Business Licensing Software to enable Downers Grove to process business license applications and renewals through the CityView platform.

STRATEGIC PLAN ALIGNMENT

The goals for 2023 – 2025 include *Exceptional Municipal Services*.

FISCAL IMPACT

The not-to-exceed cost associated with the purchase and implementation of CityView Business License is \$74,781.

- There is a one-time fee of \$51,720 to implement the business license subscription
- There is an annual fee of \$23,061 for the Amendment to the Software Subscription Agreement, which includes the purchase of an additional 10 user licenses for the CityView platform

BACKGROUND

The original software subscription agreement with CityView does not include the module that enables the application for business licenses, the renewal of business licenses, the approval of business licenses and the formation of correspondence relative to the foregoing. An amendment to the existing Subscription Agreement is required for this module, and a separate Contractual Services Agreement is required for the implementation of the module. Additionally, the original agreement with CityView must be amended to provide 10 additional user licenses for the business license feature.

The Contractual Services Agreement authorizes the implementation of the business license feature on the CityView platform and contemplates Village employee training related to the same. The Amendment to the Software Subscription Agreement will support the ongoing maintenance and necessary integration updates for the business license feature of the CityView platform.

RECOMMENDATION

Approval on the October 1, 2024 Consent Agenda.

ATTACHMENTS

Resolution

Contractual Services Agreement

Amendment No. 3 to Software Subscription Agreement

RESOLUTION NO. ____**A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACTUAL SERVICES AGREEMENT 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 Contractual Services Agreement (the "Agreement"), between the Village of Downers Grove (the “Subscriber”) and N. Harris Computer Corporation (“CityView”), for services relative to the implementation of the business licensing module, 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



CONTRACTUAL SERVICES AGREEMENT

This Contractual Services Agreement (the "Agreement") made and entered into this ___ day of _____, 2024 between N. Harris Computer Corporation ("CityView" and "Vendor"), and the Village of Downers Grove, IL ("Subscriber" and "Village") is effective as of _____ (the "Effective Date").

RECITALS

- A CityView and Subscriber have entered into a Software Subscription Agreement on February 3, 2021 ("Subscription Agreement"), as amended.
- B The Village, as Subscriber requires certain professional services to be provided for new Software Modules subscribed to under the Subscription Agreement
- C CityView shall provide such services pursuant to the terms of this Agreement

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Village and CityView agree as follows:

1 DEFINITION

- 1.1 "Confidential Information" means the Software and all information or material that either party treats as confidential which is:
 - 1.1.1 Marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking,
 - 1.1.2 Known by the parties to be considered confidential or proprietary, or
 - 1.1.3 Which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances.
- 1.2 Confidential Information does not include information to the extent that such information is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder;
 - 1.2.1 Was previously known to the receiving party as evidenced by its written records;
 - 1.2.2 Is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or
 - 1.2.3 Is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction.

2 CONFIDENTIALITY OBLIGATIONS

- 2.1 Each of the parties agrees:



- 2.1.1 To maintain the Confidential Information of the other party 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 from unauthorized use, disclosure, copying or publication;
- 2.1.2 Not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;
- 2.1.3 Not to disclose or release such Confidential Information except 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 first give reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent;
- 2.1.4 Not to disclose or release such Confidential Information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and
- 2.1.5 To take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

3 SERVICES

- 3.1 The Statement of Work below generally describes the requirements of both parties to implement the new Software Modules that are being subscribed to under the Subscription Agreement and which are more fully described in the Statement of Work. Previously subscribed to Software and Modules are not affected by this Agreement and the Statement of Work.

4 SCHEDULE OF WORK

- 4.1 Generally, CityView's implementation services bench is booked 90 – 120 days in advance. The Village will be added to the schedule after the Agreement is executed.

5 DATA CONVERSION

- 5.1 In the event that data conversion is required, it is possible there will be anomalies in the data that cannot be reconciled. CityView 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, CityView either will not bring that data in or the inconsistencies will be converted as is. CityView will report any data anomalies found during the conversion process.



6 WARRANTY

- 6.1 Vendor's sole warranty in relation to the services are the services shall be provided in a professional and workmanlike manner, and that the Vendor shall diligently perform its duties under the Statement of Work.
- 6.2 The Village shall diligently perform its duties under the Statement of Work.
- 6.3 **DISCLAIMER.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THIS SECTION, THE SERVICES ARE PROVIDED TO THE VILLAGE "AS IS" AND THERE ARE NO 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.
- 6.4 CITYVIEW DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SERVICES AND ANY MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.
- 6.5 CITYVIEW DOES NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL MEET ANY OR ALL OF THE VILLAGE'S PARTICULAR REQUIREMENTS. 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.

7 PAYMENT

- 7.1 The Village shall pay Vendor the amounts as detailed in the Statement of Work at the times detailed therein or as otherwise invoiced by Vendor. The non-payment of any invoice will permit the Vendor to suspend all further services upon the provision of notice to the Village. Any suspension shall automatically suspend any required time frames of delivery in the Statement of Work and the Vendor shall be permitted to update at its discretion new delivery dates. Any suspension of services shall be lifted once the Village has paid all outstanding invoices or other required payments. The Vendor shall act in a commercially reasonable manner when the Vendor updates all delivery dates in the Statement of Work. This section shall survive the termination of this Agreement.



8 PRICING

- 8.1 The pricing in this agreement is provided in confidence and contains trade secrets and/or privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by CityView ("Trade Secret"). A Trade Secret includes, but is not limited to, any formula, pattern, device, or compilation of information that is used in one's business, which gives him/her an opportunity to obtain an advantage over competitors who do not know or use it. Since it would harm CityView if any of our Trade Secrets were known to our competitors, it is CityView's policy that the Price Proposal not be disclosed to any party outside of the party addressed as the recipient of this agreement. As such, the pricing shall be used or disclosed only for evaluation purposes or as required by the Illinois Freedom of Information Act and is not otherwise subject to an exception or exemption under the act. . Further, in the event a contract is awarded to CityView as a result of, or in connection with, the submission of this Proposal, Village shall have the restricted right to disclose the entire contract dollar amount; however, this disclosure may not include itemized data herein to the extent provided in the resulting contract, unless such disclosure is required by the Illinois Freedom of Information Act, and is not otherwise subject to an exception or exemption under the act.

9 REMEDIES

- 9.1 The Village and the Vendor recognize that circumstances may arise entitling the Village 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 Village'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.

10 LIMITATION OF LIABILITY

- 10.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CITYVIEW, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND VILLAGE'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS SUPPLIED BY CITYVIEW 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 THEORIES, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO CITYVIEW BY VILLAGE PURSUANT TO THE RELEVANT STATEMENT OF WORK.
- 10.2 IN NO EVENT SHALL CITYVIEW, 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.



11 INTENT

11.1 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.

12 REMEDIES

12.1 Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Village for liabilities of the Vendor arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

13 FORMAL COMPLETION STATEMENT.

13.1 No later than thirty days past go-live of the software solution, the Customer shall provide the Vendor with a written statement of completion certifying that the solution has been implemented successfully (the "Statement of Completion"). In case of a partial go-live this shall refer to the part of the solution that has gone live.

14 EXPIRATION

14.1 Unless extended as provided for herein, this Agreement shall naturally expire on receipt of the Statement of Completion from the Village. The expiration of this Agreement under this term shall neither affect nor require the termination of the Subscription Agreement.

15 TERMINATION

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

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

15.1.2 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.

15.2 Termination Upon Event of Default.

15.2.1 In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Vendor, the Village shall have the right to terminate this Agreement upon written notice to the Vendor.



16 TERMINATION BY VENDOR

- 16.1 Vendor may terminate this Agreement only upon the breach by the Village of a material provision of this Agreement.

17 PAYMENT UPON TERMINATION

- 17.1 Upon a termination of this Agreement, the Village shall pay to the Vendor the part of the Compensation which would otherwise be payable to the Vendor with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.

18 SURVIVAL

- 18.1 Sections 1, 2, 7, 8, 9, 10, 11, 12, 17 & 19 shall survive the termination of this Agreement. Any reference to the termination of this Agreement is deemed to also include the expiration of this Agreement.
Counterparts
- 18.2 This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

19 GOVERNING LAW

- 19.1 The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the State of Illinois without reference to principles of conflict of laws. This section shall survive the termination of this agreement.

20 ENTIRE AGREEMENT

- 20.1 This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. The Subscription Agreement is a completely separate agreement and does not form part of this Agreement.

21 ASSIGNMENT

- 21.1 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 an affiliate of such party or to successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status.



22 SUCCESSORS AND ASSIGNS

22.1 This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

23 SEVERABILITY

23.1 If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

24 WAIVER

24.1 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.

25 ALLOCATION OF RISK

25.1 Village acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Village and CityView and set forth an allocation of risk reflected in the fees and payments due hereunder.


IN WITNESS WHEREOF, Subscriber and CityView have executed this Contract as evidenced by dual signature below.

ACCEPTED

ACCEPTED

CityView Authorized Signature:

Customer Authorized Signature:

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Print name: Susan McCormick

Print name: _____

Title: Executive Vice President

Title: _____

Date: September 24, 2024

Date: _____



Statement of Work

The Project scope:

1. Provide the subscription key for ten (10) named CityView Workspace users, CityView Business Licensing as well as CityView Portal (for Business Licensing).
2. Collect Village specific data through a series of remote data collection sessions for lookup table values, fees, letters, workflow-specific values (assigned to, required dates, responsible departments, resource groups, email triggers), reviews, inspections, submittal requirements, business types and classifications, renewal periods and processes, expiration dates and processes, and other related values for Business Licensing. This data will be collected, providing the CityView Project Team relevant documentation, such as fee schedules and letter templates, and by the Village's completion of the CityView workbook for each specific CityView solution.
3. Collect Customer-specific requirements for a total of up to one (1) custom workflow or equivalently effort-intensive changes to the CityView Select workflows for Business Licensing.
4. Configure CityView Business Licensing and Portal 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 for Business Licensing. 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 specific to the license types being tracked through the system.
 - d. Refinements to the CityView Select workflows, including the assigned to, required dates, email notifications, responsible departments and resource groups. This task also includes connection or disconnection of sub-workflows based on the Village's requirements.
 - e. Configuration of up to one (1) custom workflow or equivalently effort-intensive changes to the CityView Select workflows for Business Licensing
 - f. Adjustment of the existing CityView scheduled processes for license renewals and permit expirations. These include; LC Add Delinquency Fee, LC Business Late Fee (Interest), LC Business Late Fee (Penalty), LC Business License Renewal, LC Business License Renewal - Tax Exempt Businesses, LC Merge and generate renewal notices.
 - g. Configuration of up to ten (10) letter templates for Business Licensing.
 - h. Additional configuration (workflows, letters, etc.) as required or desired by the Village and mutually agreed to through written change order.
5. Implement user security settings according to customer completion of organizational role spreadsheets defining the out the box organizational roles inherent in the solutions.



6. Deliver pre-configured reports for Business Licensing including the following reports:

Licensing
✓Business Status
✓Deposits and Bonds Summary
✓Did Not Report Gross Earnings
✓Emergency Contacts
✓Escrow (By Revenue Account #)
✓Excise Tax
✓Fees Paid in Full
✓Inactive Business Licenses
✓One Day Business Licenses
✓Outstanding Fees
✓Past Due Licenses
✓Tax Exempt Businesses
✓Total Amount Billed
✓Portal Licenses Entered Today

7. Perform the upgrades of the environment (production and test) through the life of the project. This includes the provision of 3 upgrades:
- Initial setup of development environment
 - User Acceptance testing
 - Go-Live delivery
8. Conduct up to three (3) remote validation and review sessions, for Business Licensing 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 raised. Additional corrections and modifications will be captured and corrected from each session.
9. Conduct three (3) days of user training and will include:
- a. Two (2) days of end user training.
 - b. One (1) day of onsite Go-Live Facilitation to ensure comfort with the new system.
10. Conduct two (2) hours of remote training on CityView Portal.
11. Ongoing support and maintenance of the software under the CityView Software License and Support Agreement.

Exclusions:

1. Provision of hardware, databases and third party software that are not provided by CityView for the 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:
 - Letter configuration



- Custom data fields
 - Spatial queries
 - Training
 - Customizations and interfaces
 - Custom workflows
 - Custom reports
 - Batch/scheduled processes
4. Non-standard configuration – standard configuration would be 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 and license renewals; 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 users 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.

Assumptions:

- Historical data conversion is not included.
- Fee schedules were not provided prior to development of the price estimate for this project. Therefore, CityView’s assumptions of the effort to configure fees are subject to review of the complete requirements. For example, if you have Impact Fee schedules or Development Charges, we will not have assumed that and those may result in additional costs. CityView is happy to review this with Customer prior to contract signing, to give a firm estimate of the effort to configure all fees.
- The software implementation is based on CityView’s understanding of the number of “responsible departments” 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 Business Licensing includes scope for business licenses and contractor licenses and each of these is managed separately by a different responsible department, then the budget estimate is based on 2 responsible departments needing independent sessions for data collection, validation & refinement and end user training. If, however, all of those license types were managed by the same people under one Customer Service Centre, then this would be classed as 1 responsible department and the budgeted effort for data collection, validation and refinement and end user training is lower.

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

- Business Licensing (1 department).



Terms and Conditions

1 PAYMENT TERMS

Software Subscriptions	Deliverables	Payment Milestone	Payment Terms
Software Subscriptions (year 1 and subject to annual revision) Include: 10 CityView Named Application Client – Workspace CityView Business Licensing CityView Portal for Business Licensing	CityView will: <ul style="list-style-type: none"> • Apply the key for CityView Subscriptions 	\$23,061	Invoiced on execution of the amendment, pro-rated with current renewal and due net 30 days

Solution Implementation	Deliverables	Payment Milestone	Payment Terms
Project Kickoff, online Process Mapping (remote components)	Project kick-off and confirmation of initial 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, Business Licensing. 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.	\$6,045	Invoiced on commencement of online Process Mapping and due net 30 days
Installation (remote) and Environment Management	Management of environment through upgrades etc. through the life of the implementation. Deliverable is successful deployment of configuration changes in	\$3,120	Due upon completion of the remote host site Initial Installation



	Production and Test environments on remote host site.		
Configuration	Configuration based on completed Scope Document. Deliverable is CityView-hosted development environment ready for review & validation & configuration refinement.	\$16,088	50% invoiced upon commencement of the configuration and due net 30 days; and, 50% invoiced upon scheduling of the first review & validation session and due on or before the first review & validation session.
Remote Review Sessions for Validation and Refinement	Perform remote review sessions, focusing on configuration and workflow, 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.	\$10,043	50% invoiced on the first remote review session and due net 30 days; 50% invoiced upon delivery of environment for User Acceptance Testing and due net 30 days.



Training (onsite unless otherwise specified)	2 days end-user training for: <ul style="list-style-type: none"> •CityView Basics (up to 10 students) • Licensing (up to, 10 students) • CityView Portal (up to 5 students, remote) 	\$4,631	Invoiced upon the first day of user training and due net 30 days
Onsite Go Live Facilitation	1 day of on-site facilitation to provide over-the-shoulder guidance and training to users	\$2,438	Invoiced on the first day of Go Live Facilitation and due net 30 days.
Project Management	Ongoing management of all implementation services. Project Management is included based on the proposed scope of the project. Should delays by the customer occur, or scope changes result in the need for additional project management, time may be billed at \$195/hr upon authorization through the change control process.	\$5,655	50% due upon commencement of data collection, 50% balance due upon scheduling of go-live.
Travel & Expenses	Budget for travel and related expenses for services to be conducted on customer's site (budget assumes 1 person trips and 3 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 & US\$98/h travel time.	\$4,000	Invoiced and due as incurred
Total Services		\$52,020	



2 PROJECT ACCEPTANCE

- 2.1 After delivery of the configuration changes to the Village's Test environment, the Village will 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.
- 2.2 After all fixes deemed essential for go-live are provided and retested, the code will be frozen and CityView will prepare to deploy the changes to the production environment. 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. 30 days after Go Live CityView will request a formal letter of acceptance that substantiates the product has been delivered and is being used successfully in a live, production environment.
- 2.3 During the first 4 weeks after go-live, the project team will begin to familiarize and transition the project to the Technical Support group. At the end of 4 weeks, the Village will continue with support through the Technical Support group.

3 CHANGE ORDER MANAGEMENT

- 3.1 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.
- 3.2 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 the Village Project Teams.
- 3.3 The following steps will be followed with any changes to the baseline system:
 - 3.3.1 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
 - 3.3.2 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 counterpart. Once these are determined, approval by the CityView Project Manager and the Village's Project Manager is required.
 - 3.3.3 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



4 ISSUES AND PROBLEM RESOLUTION

- 4.1 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.
- 4.2 The CityView Project Manager will maintain an issue log and will assign responsibility for the resolution of project issues and reports progress to Village 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 appropriate level.
- 4.3 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.
- 4.4 Escalation Process:
- 4.4.1 CityView escalation levels in the order listed below:
- Project Manager
 - Manager, Client Services
 - VP, Professional Services
- 4.4.2 Village escalation levels in the order listed below:
- Project Manager
 - Director of IT
 - Village Manager