

CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this 9th day of March, 2015 (the "Effective Date") by and between the Village of Villa Park, IL, (hereinafter the "Village"), and **CityView**, a division of **N. Harris Computer Corporation**, an Ontario Corporation and wholly owned subsidiary of Constellation Software, Inc., with its place of business at 4464 Markham Street, Suite 2307, Victoria, BC, V8Z 7X8 (hereinafter the "Vendor"). The Village and the Vendor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. The Vendor 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 Village.
- B. The Village desires to engage Vendor to render such services, as hereinafter described, for the Implementation of CityView Essentials for Property Information and Code Enforcement (the "Project") on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Vendor agree as follows:

OPERATIVE PROVISIONS**SECTION I
ENGAGEMENT AND SERVICES OF THE VENDOR**

1. **Engagement of Vendor.** The Village hereby engages the Vendor and the Vendor promises and agrees to furnish to the Village, 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 Schedule "D" to this Agreement (the "Project"). The Services are more particularly described in Schedule "A" and in the statement of work set out in Schedule "D" attached hereto and incorporated herein by reference. The Vendor agrees to perform the Services in accordance with the terms and conditions of this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations in effect at the time the Services are provided.
2. **Performance of the Vendor; Standard of Care.** The Vendor accepts the relationship of trust and confidence established between the Village and the Vendor by the terms of this Agreement. The Vendor covenants with the Village 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 USA 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 the USA. Vendor shall also cooperate with the Village and any other consultants or contractors engaged by or on behalf of the Village 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 Village and the professional standard of care set forth in this Agreement.

SECTION II RESPONSIBILITIES OF THE VENDOR

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. 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 Village retains Vendor on an independent contractor basis and not as an employee of the Village. 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.
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 Village 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.
4. Time of Performance. 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 plan during the first two months after project start. Vendor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of services mutually acceptable to the Parties.
5. Software License and Support Agreement. The vendor will provide the software licenses identified in Schedule "A" for the Village's use as governed by its Software License and Support Agreement, a copy of which is attached as Schedule "B".
6. Conformance to Applicable Requirements. All aspects of the provision of the Services by Vendor shall conform to all applicable local, state, and federal laws, rules and regulations in effect at the time the services are provided.
7. Insurance. Vendor currently carries insurance coverage for commercial general liability, non-owned automobile coverage, workers' compensation, and errors and omissions policies. Vendor shall supply Village with Certificates of Insurance for insurance requirements that fall within the general scope of the present policies that Vendor carries. Village has no rights to review the Vendor's policies.
8. Prohibition Against Transfers The Vendor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, without the prior written consent of the Village, such consent not to be unreasonably withheld, except that the Vendor 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.

9. Progress. The Vendor is responsible to keep the Village 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. The frequency and form of the updates will be mutually agreed on during the fine tuning of the plan in the first two months after project start.
10. Confidentiality. The Parties each acknowledge that they may receive information from the other Party or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the disclosing party or through the fault of the receiving party, the receiving party agrees:
 - (i) to maintain this information in confidence;
 - (ii) not to use this information other than in the course of this Agreement;
 - (iii) not to disclose or release such information except on a need to know only basis;
 - (iv) not to disclose or release such information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party; and
 - (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with the receiving party, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the disclosing party.

All report materials, either created by or provided to Vendor in connection with the performance of this Agreement, shall be held confidential by Vendor. Such materials shall not, without the prior written consent of Village, be used by Vendor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project.

11. No Set Hours/Right to Contract. The Vendor's obligation hereunder is to complete the Services in accordance with this Agreement and to meet any 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 Village in achieving the results and meeting the goals established pursuant to this Agreement.
12. Accounting Records. Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of Village during normal business hours and with reasonable notice (not less than 7 business days) to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. 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.
13. Safety. Vendor shall execute and maintain its Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

SECTION III RESPONSIBILITIES OF THE CITY

1. Cooperation. The Village 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 Village 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 Village 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.

2. Village's Project Manager and Project Staff. The Village shall designate and assign a Village project manager ("Village Project Manager") who shall have full authority to represent and act on behalf of the Village for all purposes under this Agreement. The Village Project Manager, or his/her designee, shall be the principal officer of the Village 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 Village Project Manager shall ensure proper and timely availability of all Village 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 Village designates _____ to be its Project Manager, but reserves the right to appoint another person as Village 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 XI of Schedule D.
3. Project Plan. The Village 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"). In addition, the Village covenants to meet any turnaround or review times specified in the Project Plan. Should the Village fail to meet the agreed milestones or to provide the agreed deliverables or to meet the specified turnaround or review times, the Vendor will inform the Village of the consequences thereof and reserves the right to modify the project plan accordingly. Following any fine tuning of the Project Plan during the first two months after project start, the Project Plan shall be agreed upon and signed by authorized representatives of each of the Parties, shall be attached to this Agreement as Schedule "D" and shall be deemed to form part of this Agreement
4. Formal completion statement. No later than thirty days past go-live of the software solution, the Village 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.
5. Applicable Taxes and Exemptions. The Village shall be responsible for any sales tax due on fees associated with this Agreement. If the Village 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 prior to the execution of this contract.
6. Allowance for Suspension or Delay due to Village. In the event that the Village 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 Section III 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 Village shall be deemed adjusted equitably to allow for the effect of such delay on Vendor's ability to supply or perform such deliverable.

SECTION IV

COMPENSATION

1. Compensation. In consideration of the performance by Vendor of the Services, the Village shall pay to the Vendor compensation at the rates set forth in Schedule A attached hereto and incorporated herein by reference. Total compensation for professional services identified under this Professional Services Agreement shall not exceed \$51,500 (plus travel fees and annual maintenance as defined in Schedule A) without written approval of the Village. License fees, annual software maintenance and support fees and/or any other fees in relation to the software licenses and support services provided by Vendor are included under the Software License and Support Agreement attached as Schedule B.
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 Village prior to the commencement of the extra service, provided that the Change Order Management procedures in Schedule D have been followed. Any changes to the total compensation shall require the Village's approval and further agreement between the parties. The Village 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 Village 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.
3. Payment of Compensation. The Vendor shall submit invoices to the Village in accordance with the payments milestones specified in Schedule A. The Village shall make payments to the Vendor thirty (30) days following the date of receipt of the invoice, unless the Village disputes the amount of the compensation the Vendor claims it is owed under this Agreement. Any disputed amount shall be handled as discussed herein.
4. Reimbursements. Village 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 \$55.00 per diem for week days and \$110.00 per diem for weekend days (no receipts provided), and all other reasonable expenses incurred in the performance of the Consultant's duties pursuant to the budget for "travel and expenses" described in Schedule "A" attached hereto. Reimbursement for expenses beyond the "travel and expenses" line item in Schedule "A" shall occur only if such additional expenses are agreed upon in writing by the Parties.
5. Mediation. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

**SECTION V
REMEDIES AND LIABILITIES**

1. Remedies and Liability.

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.

(1) EXCEPT FOR DAMAGES ARISING OUT OF (a) INJURY OR DAMAGE TO PEOPLE, REAL OR TANGIBLE PROPERTY OR (b) THE VENDOR'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE VENDOR'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE SERVICE FEES PAID TO VENDOR BY VILLAGE UNDER THIS AGREEMENT.

(2) IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(3) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, FUNDAMENTAL BREACH OR TORT.

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.

3. Remedies. 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.

**SECTION VI
EXPIRATION AND TERMINATION**

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

A. 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 Village gives the Vendor written notice of the failure and the specific nature of such failure.

- B. The Vendor shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any material provision of this Agreement.
 - C. 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.
 - D. 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 Village (except that no internal re-organization of the Vendor with an affiliated company shall be deemed a change in control);
 - E. If the Vendor assigns this Agreement without consent of the Village (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).
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 Village shall have the right to terminate this Agreement upon written notice to the Vendor.
 3. Expiration. Unless extended as provided for herein, this Agreement shall naturally expire on receipt of the Completion Statement from the Village. The expiration of this Agreement under this term shall neither affect nor require the termination of the License and Support Agreement.
 4. Payment Upon Termination. 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 adequately completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.
 5. Termination by Vendor. Vendor may terminate this Agreement only upon the breach by the Village of a material provision of this Agreement such as the Village withholding payment for more than 30 days beyond due date.

individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein.

8. Severability. 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.
9. Governing Law and Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the state of Illinois. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in state of Illinois. The Parties hereby waive the right to trial by jury in any action, proceeding or counterclaim filed by any party. This Agreement expressly excludes any applicable 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.
10. Days. Any term in this Agreement referencing time, days, or period for performance shall be deemed to be calendar days and not work days.
11. Entire Agreement. This Agreement contains the entire agreement of the Village and the Vendor, and supersedes any prior or contemporaneous written statements or agreements between the Village and the Vendor. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties. Provisions of a Village purchase order or similar document are not applicable to the extent that they conflict with the terms of this Agreement. Under no circumstances shall the provisions of a purchase order supersede those of this Agreement. For further clarification, the parties agree that the Software License and Support Agreement being entered into between the parties concurrently with this Agreement is a separate agreement and is binding in its own right and upon its own terms.
12. 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.
13. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
14. 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.
15. 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.
16. 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.
17. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
18. Incorporation of Recitals, Schedules and Exhibits.
 - A. The "Recitals" constitute a material part hereof, and are hereby incorporated into the Agreement by reference as though fully set forth herein.
 - B. The "Schedules" and "Exhibits" constitute a material part hereof, and are hereby incorporated into the Agreement by reference as though fully set forth herein.
19. Allocation of Risk. 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 Vendor and set forth an allocation of risk reflected in the fees and payments due hereunder.

CityView

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

FOR VILLAGE:

By: Paul Keenan, Jr. Village manager

By: _____

CITYVIEW:

By: Sean Higgins
Date: 2015.03.04 21:57:49-08'00'
Sean Higgins
Executive Vice President



Schedule "A" – Payment Milestones and Project Deliverables

Schedule "B" – CityView Software License and Support Agreement

Schedule "C" – CityView Service Level Agreement

Schedule "D" – Statement of Work



Schedule "A"
To the Professional Services Agreement
Services Payment Milestones and Project Deliverables

CityView Essentials Implementation	Deliverables	Cost	Payment Terms
Project Management	Ongoing project facilitation, billing, status reports, issues resolution, escalation, resource allocation, scheduling, budget management, change orders etc. Should delays by the customer occur and require additional project management, time may be billed at \$150/hr upon authorization by the customer.	\$4,440	Invoice upon provision of Workbook, due net 30 days.
Project Kickoff, Infrastructure Review, Environment Management, Workbook Completion (remote)	<p>Project kick-off and confirmation of project plan. Provide configuration workbook for Code Enforcement for the Village's completion. Enter values into CityView from completed workbook. Configure up to 5 letter templates and 25 fees for Code Enforcement. Deliverable is CityView hosted CityView configured environment with fees, lookups & security Org. Roles completed for licensed modules.</p> <p>Provide hardware and software questionnaire to customer for completion. Study hardware and software infrastructure in context of optimization for CityView. Provide hardware and software infrastructure report.</p> <p>Environment Management throughout the project to include software and database updates and initial software installation and update prior to go-live.</p>	\$11,700	Invoiced on provision of Workbook and due net 30 days
Data Mapping/ Conversion*	Provide the Village with data mapping templates and instructions for completion for property interface to parcel, address and owner data only. Validate data conversion requirements and cost. Deliverable is an interface to the Village's property, owner and address data assuming a single source. *Estimate to be confirmed upon review of the data.	\$5,700	Invoiced on completion of the property interface and due net 30 days
Installation (remote) and remote walkthrough	Provide configured system to the Village and assist in the installation on Village's Server/s. Conduct walkthroughs of the CityView-hosted, configured environment with the customer's Subject Matter Experts.	\$1,800	Invoice on completion of the installation and due net 30 days



Onsite Configuration, Configuration Training	Perform 1 day of onsite, hands-on walkthroughs and on-the-fly configuration refinements for Code Enforcement. Deliverable is CityView-hosted Property Information and Code Enforcement modules ready for Village self-refinements. Complete 2 days onsite Configuration Training (up to 6 students).	\$4,420	Invoice on completion of the onsite configuration and due net 30 days
End-user Training	2 days end-user training (onsite unless stated otherwise) for: <ul style="list-style-type: none"> • Property Information (up to 10 students) • Code Enforcement (up to 10 students) 1 day (onsite) advanced-user training for: <ul style="list-style-type: none"> • CityView Reporter (1 day) (up to 6 students) Conduct the following remote training: <ul style="list-style-type: none"> • System Administration (1 day - up to 4 students) • CityView Mobile (0.5 days - up to 10 students) 	\$4,640	Invoice on completion of the onsite end user training and due net 30 days
Go Live Facilitation	1 day of onsite facilitation to provide over-the-shoulder guidance and training to users	\$1,800	Invoice on completion of the onsite go live facilitation and due net 30 days
Sub-total Implementation Services		\$34,500	

Travel & Expenses (for onsite services)	Person-Trips	Person-days Onsite	Cost	Payment Terms
Travel Budget for Onsite Services (billed on a cost recovery basis)	2	7	\$6,300	Invoiced and due as incurred

Summary of Investment	Price
Total Professional Services (not including travel & expenses)	\$ 34,500
Total Licensing (as Per License and Support Agreement)	\$ 17,000
Total Project	\$ 51,500
Annual Software Maintenance (as Per License and Support Agreement)	\$ 6,500
Travel – estimate based on 2 trips and 7 days onsite, billed on a cost recovery basis	\$ 6,300



Schedule "B" – CityView Software License and Support Agreement
(under separate cover)



Schedule C
CityView Service Level Agreement

The purpose of this Exhibit is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

CITYVIEW reserves the right to make modifications to this document as required; provided, however, CITYVIEW shall not reduce the scope of support provided hereunder without the prior consent of the Customer.

The Support includes the following:

Contract Term: 1 Year (renewable annually)

Support Channels: Web, Telephone or Email

Support Requests Allowed: Unlimited

Who Can Report: Up to three users named in your support agreement can submit support requests. These individuals must be trained in the use of CityView and constitute the first line of support for your organization.

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.)

Accessing Support: The preferred method of opening a support incident is to enter the problem details through our online support system. Telephone support requests should be preceded by filing an electronic support request on our 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, we ask that you leave a message, including the support request tracking number you received from the electronic filing, your name and phone or pager number. Messages are typically responded to within two hours.

Auto Acknowledgement: We will send a computer-generated message that acknowledges receipt of the report that you filed electronically. This message will contain the details of your problem report as well as the support request tracking number. Whenever the status of your incident changes, a notification will automatically be sent to the individual that opened the call.

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.

What we will do if we don't hear back from you: If we don't hear back from you in ten business days, we will close your support request and mark it as "Closed / No response from customer."



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.

What We Need to Help You

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.

- **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.
- **Self-sufficiency:** We ask you to 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 the CityView Web site to determine if your issue is addressed before you submit it to our customer support staff.
- **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. Unfortunately, when the request information is incomplete, it will take longer to resolve your issue.
- **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. We ask that you have immediate access to the computer(s) on which CityView products are running.

How to Access Support

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:

- **Web Support (preferred method)**
Our web portal, (<http://support.harriscomputer.com>), provides resources for customer self-service, and is comprised of an online searchable knowledgebase, downloadable updates, and a web-enabled CRM that allows users to log new support incidents and check the status of previously submitted incidents on a 24 x 7 basis.
- **Telephone Support**
Telephone technical support is available between the hours of 7:00 a.m. and 7:30 p.m. CST 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.



- **Email Support**

Customers may request assistance from CityView technical support via email at cityviewsupport@harriscomputer.com. All email incident reports are logged into the CityView support CRM database and are addressed based upon the priority of the issues. The response time guidelines for support are provided in Table 1 below.

Feature Requests

If you come across an idea that you think might make a nice enhancement to CityView, your input is always welcome. Please submit your suggestions through regular support channels. Unless additional information is needed, you will not receive a personal response. 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.

Limitations

The following are not covered by CityView's Standard Support Agreement, but may be available as separate services on a time and materials basis:

- a) Services required due to misuse of CityView maintained software;
- b) Services required due to software corrections, customizations, or modifications not developed by CityView;
- c) Services required by the Customer to be performed by CityView outside of CityView's regular business hours;
- d) Services required to resolve or work-around problems that cannot be reproduced in CityView's support environment;
- e) 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;
- f) Services requested by the Customer to implement software updates provided by CityView.



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.	<ul style="list-style-type: none">• 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.	<ul style="list-style-type: none">• Cannot print• Cannot process payments• 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.	<ul style="list-style-type: none">• Non critical feature not working• Feature works but requires user intervention
4 (Info.)	Request for information, documentation issues, and enhancement requests.	48 Hours	Request-dependent.	<ul style="list-style-type: none">• 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 sales team at 1.800.665.5647, or via email at shiggins@harriscomputer.com.



Schedule “D” - Statement of Work

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II. Background

The Village of Villa Park, IL has been using a custom developed application for the management of their property data for several years. The current system no longer meets the needs of the Village and they have determined they are in need of a system that will enable them to maintain their property data in a central location that can, in the future, be used by multiple departments. The Village has selected CityView as the repository for the management of their property information and since Code Enforcement is currently a manual process this phase will also include the implementation of CityView Essentials for Code Enforcement to help manage day to day functions of the Village's Code Enforcement Staff. This will provide the Village with a solid foundation for additional CityView modules, upgrades and add-ons.

III. Goals

The objectives of this project are to license and implement CityView PreBuilt software in order to:

1. Maintain Village property data in one central database (CityView)
2. Automate the current manual process of Code Enforcement and enable Code Enforcement staff with field access from mobile devices.
3. Provide a solid foundation and central property database to enable the Village to expand the use of CityView to other departments as resources and budget allow.
4. Provide Village staff with the necessary training to be able to maintain CityView in the future.

IV. Scope

Inclusions:

Inclusions:

- Install CityView Essentials for Property Information, Code Enforcement and CityView Mobile for Code Enforcement.
- Collect Village-specific data for Property and Code Enforcement according to a Village-completed CityView Workbook and use these to populate the CityView module.
- Provide a hardware and software infrastructure questionnaire for completion by the Village. Review questionnaire response and report on any possible deficiencies in hardware and/or software infrastructure as far as suitability for optimal running of CityView is concerned.
- Configure the CityView PreBuilts for Property Information and Code Enforcement in accordance with the completed workbook. This is envisaged to include the following:
 - Lookup table data
 - Configure up to 25 fees specific to Code Enforcement
 - Configuration of 5 letter templates
- Configure the Property Data Interface (mapping and set up of property, address and ownership data interface between CityView and City-adopted source of this data (GIS). Assumption is there is a single source for this data. The estimate for this is to be confirmed on acceptance of the data mapping
- Conduct 1 day onsite configuration and 2 days onsite lookup, letter and fee configuration training
- Implement user security settings according to customer completion of organizational role spreadsheets defining the out the box organizational roles inherent in the PreBuilts
- Deliver pre-configured out of the box reports for Code Enforcement as listed below:

Code Enforcement

- Case Status
- Case Follow-up
- Case Summary
- Officer Activity by Case
- Officer Activity By Inspection
- Incident History
- Case Locator
- Inspection To Do
- Inspection Schedule
- Deposits and Bonds Summary
- Escrow (By Revenue Account #)
- Zoning Code Report

Other Reports

- Transactions Audit Report
- Distribution List Report

- Software installation (remote) and environment management during implementation. Includes management of the environment through a total of 2 database merges, CityView upgrades etc. through the life of the implementation and includes the installation of both Test and Production environments,
- Conduct the following onsite training:
2 days end-user training (onsite unless stated otherwise) for:
 - Property Information (up to 10 students)
 - Code Enforcement (up to 10 students)
 1 day (onsite) advanced-user training for:
 - CityView Reporter (1 day) (up to 6 students)
- Conduct the following remote training:
 - System Administration (1 day - up to 4 students)
 - CityView Mobile (0.5 days - up to 10 students)
- Conduct 1 day of onsite Go-live facilitation to ensure comfort with the new system
- Ongoing support and maintenance of the software under the License and Support Agreement.

Exclusions:

- Provision of hardware, databases and third party software
- Setup and support of network infrastructure supporting CityView
- Letter templates over and above the five (5) included in the budget
- No Village-specific workflows are to be configured
- Reports other than those delivered as part of the CityView products, unless agreed to through change order
- Any customization or interfaces not specifically stated
- No customizations, integrations or conversion of historical data are included other than noted

V. Work Approach

For the implementation CityView will provide you with a Project Management Team including a Lead Project Manager, Implementation Specialist and Trainer, an Infrastructure Review Analyst, and a Quality Assurance Lead.

Village sign off is required at key stages to provide milestones to review progress, confirm objectives, define scope and detail the activities and timelines for the next phase. Sign off involves acceptance of all deliverables and confirmation of the budget and timeline for the next deliverable. This keeps all stakeholders informed throughout the project reducing the risk of delays.

The following documents the CityView Essentials Delivery method:

Pre-Kickoff Activities

The Project Manager will review all documentation with respect to the implementation in order to prepare the materials for project kickoff. This includes confirming the project schedule with the Village's Project Manager and documenting this in Microsoft Project.

Remote Infrastructure Review

CityView analyzes the existing infrastructure to identify any potential areas that may result in sub-optimal performance. Our Infrastructure Review Specialist verifies remote accessibility, available bandwidth and techstack compatibility and advises the network specialists of the hardware and software prerequisites required to optimize the performance of the system. This review is conducted remotely, off-site.

Remote Configuration and Preparation

Workbook Completion and Configuration: Prior to attending onsite, CityView will provide the Village with a workbook outlining the configuration values in the pre-configured Code Enforcement module. The Village will be asked to complete this workbook and provide it to CityView. In addition the Village will be asked to provide CityView with a copy of your fee schedule for configuring Code Enforcement fees and specifications for letters and correspondences used by the Village through these processes. CityView will configure up to 5 letter templates using the letter generator. Lastly, the Village will be asked to complete the user listing for configuration of your specific user accounts. CityView will complete the configuration of your fees in accordance with the provided fee schedule and the budget includes a limit of up to a maximum 25 fees for Code Enforcement.

A development environment will be created for the Village. A Development Environment is a customer-specific CityView environment that resides on CityView's servers but is accessed from your computer using the CityView Desktop. Into this development environment, CityView will complete the changes to Code Enforcement as noted in the workbook, such as enabling or disabling pre-configured lookup values, altering terminology for Activities, entering work items, etc.

Property Interface

CityView will work with the Village to configure the Property Data Interface (mapping and set up of property, address and ownership data interface between CityView and City-adopted source of this data (GIS). Assumption is there is a single source for this data. The estimate for this is to be confirmed on acceptance of the data mapping.

No conversion of historical data or integrations with 3rd party systems has been included.

Installation and Remote Walkthroughs

Following the completion of configuration changes noted above and the data conversion/interfaces, CityView support services will deliver the configured database to the Village's server (this is a Test installation; the development environment will remain hosted at the CityView premises). Your CityView Implementation Specialist then conducts remotely delivered walkthroughs of the configured environment with the Village's designated Subject Matter Experts, exposing how all the data reflected in the configuration workbook fits together in the CityView system and giving your staff an understanding of how they will track the code enforcement processes end to end through the system.

Onsite Configuration & Configuration Training

An Implementation specialist will attend on site for three (3) days. One day will be dedicated to reviewing and refining the configuration with Village Staff, using the pre-configured workflow combined with the changes identified in the workbook.. Reasonable configuration changes will be completed while on site, and the Village staff will assist the Specialist in making these changes. Reasonable changes may include changes to data lookup values, activity descriptions, workflow tweaks, letters and fees.

An additional two days onsite, during this phase, will be dedicated to Lookup, Fee and Letter Configuration training.

Village Configuration and Acceptance Testing

For a period of typically two - three weeks, the Village designated users will put into practice their recently acquired configuration knowledge and use it to configure any additional letters required for go-live (over and above the 5 configured by CityView) and make other, deemed-appropriate configuration adjustments. This period is also used to validate the environment to ensure we captured all in-scope changes noted in the configuration workbook, and request correction where appropriate.

End-User Training and Go-live

CityView will refresh the development environment installed at the Village i.e. replace the initially installed database with the current configured database, and assist with applying any recent upgrades. Go-live preparations will be completed.

End User Training of Property Information and Code Enforcement (2 days, onsite).

CityView Reporter training (1 day, onsite).

CityView will provide one (1) day of on-site go-live assistance. During this time an Implementation Specialist is on-site to help the users with questions as they arise, easing their concerns and complementing their training.

After you go-live, should you have any questions, issues or problems, CityView provides access to our technical support services as part of the Annual Software Maintenance agreement.

V2 Matrix of Responsibilities and Work Products

The following table provides a summary of the project. Responsibility and the lead for each step in the process are defined and the deliverables received by the Village are presented.

Step	Responsibility	Lead	Deliverables
Project Kickoff	CityView	CityView Project Manager	Project Plan
Infrastructure Review	CityView	CityView Infrastructure Specialist	Infrastructure Review Document
Workbook Completion	Village	Village Project Manager	Completed workbook, fee schedule, letter templates, user security matrix, Property Data mapping documents
Remote Configuration	CityView	CityView Implementation Specialist	Configured Environment in CityView-hosted development environment, ready for Installation and remote walkthrough.
Property Interfaces	CityView	CityView Project Manager	Property, Address and Owner data interface in CityView-hosted development environment.
Installation and Remote Walkthrough	Team	CityView Project Manager	Client-site Installed Initial Environment and delivery of remote walkthroughs
Onsite Configuration	Team	CityView Implementation Specialist	Completion of onsite configuration and delivery of configuration training
Client Configuration and Acceptance Testing	Village	Village Project Manager	Completed client-configuration and notice to go-live
End-User Training	Team	CityView Implementation Specialist	Completed training
Go Live	Team	CityView Project Manager	Live production environment

V3 Documentation

Documentation focused on the objectives in question will be provided for the training. The content is available through electronic PDF format.

CityView will provide the following documentation:

- System technical documentation – system administrator manual
- System end user’s documentation – user manual

- Help Desk documentation – provided through CityView’s context sensitive help and the WIKI Knowledgeshare
- System/Architecture diagrams – WIKI Knowledgeshare
- Data Dictionary – under Non-disclosure Agreement (if requested)
- Configuration documentation – signed-off data collection workbook.
- System development documentation - CityView Configuration manual

VI. Post Implementation Support

Detailed in Schedule C, CityView Service Level Agreement.

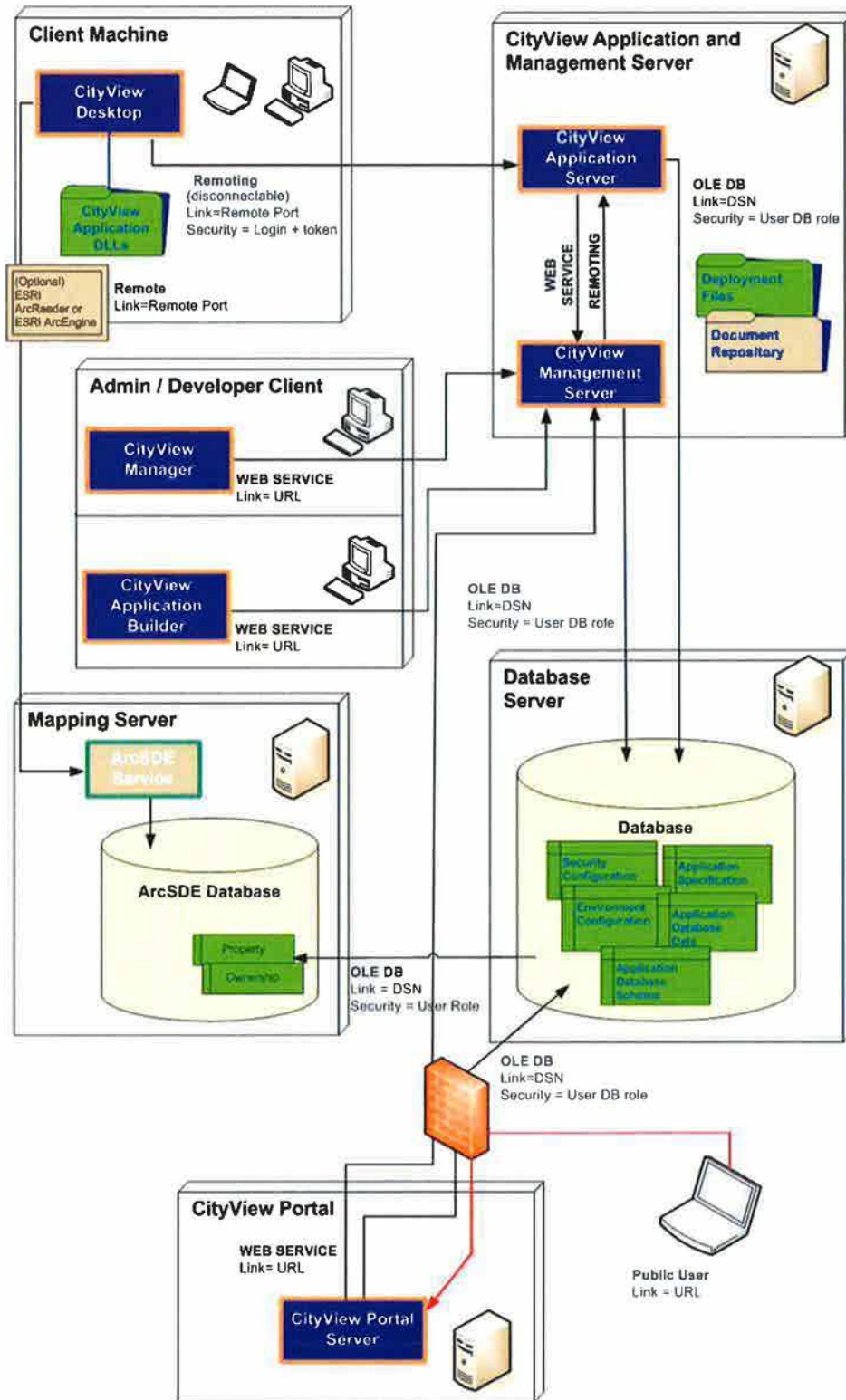
VII. Technical Environment

The table below outlines the hardware and software requirements to operate CityView. This is followed by a diagram depicting a typical installation. Additional information is provided in the following pages regarding recommended servers, database sizing considerations, third party software and compliancy tables.

Hardware and Software Requirements

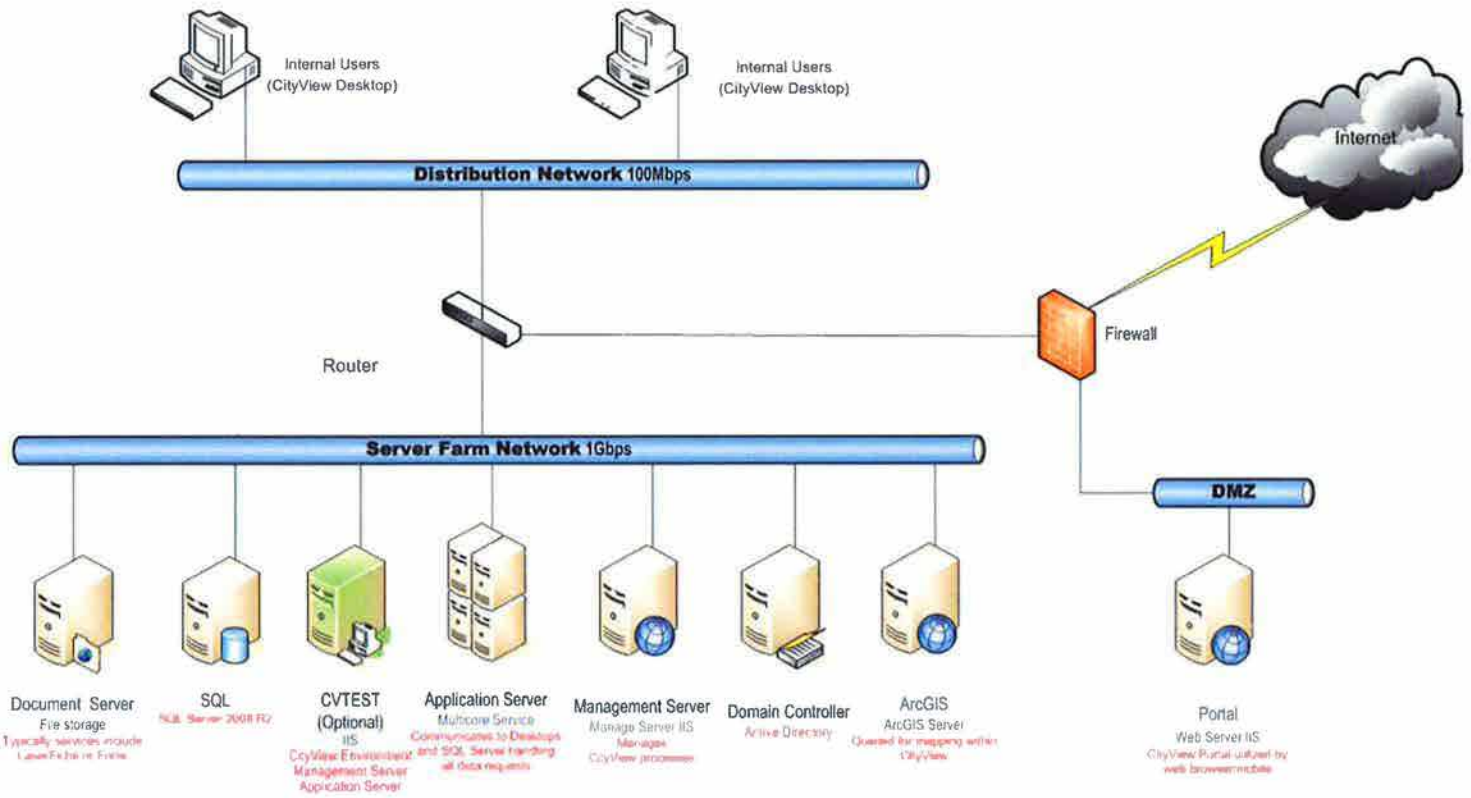
Clients		CityView Servers	
Hardware	Software	Hardware	Software
Windows PC with 2GHz clock speed recommended 2 gigabytes (GB) of RAM or higher recommended 400 megabytes (MB) of available hard disk space	Operating System: Microsoft Windows 8.1 and 8 (32 bit and 64 bit), 7 (32 bit and 64 bit), and Vista Microsoft .Net 4 framework must be installed on each client workstation (Client and Extended). Map components: ArcEngine or ArcReader 9.2\9.3\9.3.1 supported. ArcGIS Server 9.3\9.3.1\10\10.1\10.2 supported	Windows PC with 2GHz Xeon processor recommended 4 Gigabytes (GB) of RAM or higher recommended 600 megabytes (MB) of available hard disk space Installation of CityView server components is not supported on domain controllers	Operating System: Microsoft Windows 2008 or higher Microsoft .Net 4 framework is required for Application, Management, and Web Servers IIS: Internet Information Services 7 or greater is required for CityView Management and CityView Web Servers
Database Server			
Supported RDBMS	Hardware		
Microsoft SQL Server 2008 Microsoft SQL Server 2008 R2 Microsoft SQL Server 2012	Windows PC with 2GHz Xeon processor recommended 4 GB of RAM 2 GB to 5 GB hard drive space, dependent on database size.		

Network Diagram for Typical Installation



CityView Recommended Technical Design

Note: CityView Desktop can work over T1, however latency should remain under 80ms if possible.



Data Sizing Projections

There are five services that are typical in our deployment strategy:

1. **SQL Server** – can be scaled to include failover clusters. Typical day to day operation of CityView will not tax the server as most queries will pull less than 10 records per table at a time. This service works directly with Management Server, Application Server and Portal server processes. Typical permit applications require 1MB of disk space.
2. **CityView Management Server** – this is a service that runs in IIS, typically processing login requests, and configuration settings for the software. The only time where the service impacts performance on a server is when a build of the application occurs, typically during maintenance periods. All services need to be able to communicate with this server.
3. **CityView Application Server** – all Desktop client machines communicate with this service to access the infrastructure (MS SQL Server, CityView Management Server, document management, etc.) The server will also handle scheduled processes, e.g. when being used for batch letter (PDF) generation. This service is processor intensive, but is multithreaded. This service will operate virtually in a VMWare instance, and CPU is monitored to determine hardware resources needed.
4. **CityView Portal Server** – Portal server IIS service acts as a gateway to the software for browser and mobile users, and directly queries SQL Server during operation. There is an extremely small footprint for the service, and small memory/CPU overhead. If performance is not ideal, it is certainly possible to have multiple portal servers deployed to handle load balance or latency concerns.
5. **Document Management/Content Management Server** – often handled by third party services, e.g. SharePoint, Laserfiche, TRIM, etc. This can also be defined as a Windows file share (SMB) where we typically recommend 5MB of space per permit for file storage (PDF, DOC, JPG).

Recommended Server Requirements

The following provides the recommended Server Requirements.

These server configurations have been developed to meet the performance requirements and provide a reasonable level of hardware fault tolerance and growth:

Recommended Servers

Recommended servers:	
Database Server Configuration	
Module	Description
Processor	2+ Ghz Dual Core processor (Intel Xeon or AMD Opteron)
Memory	4GB
Storage	RAID-5, 4 (3 + 1 Hot Spare) x 73GB 15K RPM Ultra 320 SCSI
Network Adapter	Gigabit Ethernet Adapter
Power Supply	Redundant Power Supplies
Operating System	Windows 2008 Server or higher, Standard Edition
<p>Storage Configuration: Drives would be configured with three drives in a single RAID-5 set with the fourth drive as a hot spare. This will provide a total of 140Gb of storage which should be adequate. If additional storage is required, adding more drives is more cost effective than increasing the capacity of all drives.</p> <p>A multiple processor capable server is recommended to provide immediate scale-up potential. The CityView system can be scaled out with the addition of more servers and distributing the CityView components to dedicated servers.</p>	

CityView Management and Application Server Configuration	
Module	Description
Processor	2+ Ghz Dual Core processor (Intel Xeon or AMD Opteron)
Memory	2 - 4 GB
Storage	RAID-1 or RAID-5, Storage requirements < 1Gb
Network Adapter	Gigabit Ethernet Adapter
Power Supply	Redundant Power Supplies
Operating System	Windows 2008 Server or higher, Standard Edition

CityView Portal Server Configuration	
Module	Description
Processor	2 Ghz Dual Core processor (Intel Xeon or AMD Opteron)
Memory	2 GB
Storage3	RAID-1, 2 x 80GB 7200 RPM SATA
Network Adapter	Gigabit Ethernet Adapter
Power Supply	Redundant Power Supplies
Operating System	Windows 2008 Server or higher, Standard Edition
Note this server will require firewall port availability, Port 80 TCP to CityView Management Server, and Port 1433 for communication to SQL Server.	

CityView Test Server Configuration	
Module	Description
Processor	2 Ghz P4 (or equivalent Virtual Machine)
Memory	1 GB
Storage3	80GB 7200 RPM SATA or ATA-133
Network Adapter	Gigabit Ethernet Adapter
Operating System	Windows 2008 Server or higher, Standard Edition


CityView Mobile Configuration
Mobile devices – this is a Web, browser-based interface that can be utilized by a very large array of devices. Please note that for tablets and smartphones, the browsers themselves can have different navigational methods of handling file attachments (Upload and download). Ideally, lower latency works best when handling upload/download of large file attachments with our product. 3G network connectivity is adequate however.





























Required 3rd Party Components

Aside from Excel, all of the below come as part of CityView, or are downloadable (IIS).

Alternate versions are **not** supported.

 Required

 Supported

Product	CityView Desktop	CityView Manager	CityView Application Builder	CityView Management Server	CityView Application Server	CityView Portal
Syncfusion Essential Studio for .Net 9						
Data Dynamics Active Reports 4.3						
Keyoti RapidSpell 4.6						
TxText Control for .Net 15.1						
Microsoft C++ MFC 9.0 (redistributable)						
MSXML 4.0 (redistributable)						
Wintertree Spell Checking Engine 5.14.12.0						
Microsoft MVC 3.0						
jQuery 1.3.2						
Excel 2003, 2007, 2010 (for exporting Grids, Activity Calendar)						
Windows Presentation Foundation (WPF)						
Silverlight						
IIS						
IIS 7 (Integrated Mode)						
IIS 6						
IIS 5.1						
IIS 5.0.2195.x with all security patches						
IIS prior version						

Supported Technologies

Database Support		Microsoft Exchange (for Calendaring)		CityView Mobile, Device Support	
32-Bit	✓	Exchange 2010	✓	Blackberry 8310 or higher	✓
64-Bit	✓	Exchange 2007	✓	iOS 4 or higher (iPhone, iPad, iPod)	✓
Sql Server 2012	✓	Exchange 2003	✓	Android 2.3 or higher	✓
Sql Server 2008 R2	✓	Exchange 2013	✓	Windows phone 7 or higher	✓
Sql Server 2008	✓	Exchange Prior Versions	✘	Palm Pre	✓
Sql Server Express 2008	✓			Other devices	?
Sql Server prior versions	✘	Email Support		Web Service API	
		SMTP	✓	Soap Toolkit 3.0	✓ ¹
		mailto:	✓	Soap/XML Version 1.2	✓ ^{1,2}
		CDO	✘	Office XP Web Services Toolkit	✓ ²
Document Management System Support		CityView Portal Browser Support		CityView Mapping Support	
SharePoint 2010	✓	IE7 to IE11	✓	ArcGIS Server, Standard or Advanced Edition v10.2	✓
HP Trim v7.3	✓	Firefox 4.0 or higher	✓	ArcGIS Server, Standard or Advanced Edition v10.1 with SP2	✓
Laserfiche 9	✓	Chrome 3.0 or higher	✓	ArcGIS Server, Standard or Advanced Edition v10.0	✓
Laserfiche 8.3, 9	✓	Safari v?	✓	ArcGIS Server Standard or Advanced Edition v9.31	✓
Laserfiche Weblink 8.2	✓	Opera v?	✓	ArcGIS Server Basic Edition	✘
Fortis 2.4.1	✓	Prior versions, Other browsers	✘	ArcGIS Server prior versions	✘
Oracle IBPM 7.7 (Stellent)	✓				
Hosted Platforms Support		Payment Processor Support		Virtual Hosting Support	
Terminal Services (Windows2008) 64bit	✓	PayPal's PayFlow Pro v 4.3	✓	Microsoft Hyper-V	✓
Terminal Services (WindowsVista)	✓	PayPal's PayFlow Link v 4.3	✓	Microsoft Virtual Server 2008	✓
Citrix 1.80 and Above	✓	PayGOV	✓	VM Ware	✓
Microsoft Outlook Add-in Support		iTransact	⚠	Bluebeam (Required for Electronic Plans Review)	
Outlook 2010	✓	Moneris eSELECTplus	✓	Revu eXtreme 11	✓ ⁴
Outlook 2013	✓	Harris Payment Gateway	✓ ³	Revu CAD & Standard 11	✓
Outlook prior versions	✓			Revu 10	✓ ⁵

ⓘ In testing

? Not tested

⚠ Planned

⁴ Required for users who Prepare and Flatten documents

¹ Supported with Web Services API

² Supported with WebDAV API

³ Using the Harris Gateway – Paymentus, FIS, Point & Play, Mercury Payment Systems, Summation 360, LexisNexis, Collector Solutions (CSI), Invoice Cloud are supported

⁵ Supported but not for Compare Operations

VIII. Roles & Responsibilities

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

Your **CityView project team** is comprised of:

- **Project Manager,**
- **Implementation Specialist and trainer**
- **Infrastructure Analyst,**
- **Data Conversion/Interface Specialist,**
- **Quality Assurance Team.**

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:

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

Infrastructure Analyst

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:

- Prepare and distribute the Infrastructure Review Questionnaire to the Village, for collection of appropriate information required to analyze hardware and software infrastructure

- Handle any questions and seek clarification on any items in ensuring the information received is complete, for the purpose intended
- Assess the suitability of the infrastructure and deliver the Infrastructure Review report
- Provide guidance on hardware sizing, third party software, and configuration, installation guidelines
- Coordinate initiation of the Village's hosted Development Environment and manage this throughout the project, including updates and merges
- Together with the Village's technical administrator, coordinate installs at the client site
- Prepare the Microsoft ClickOnce package for Desktop installs
- Deliver the System Administrator Training

Implementation Specialist and Trainer

The Implementation Specialist (IS) will work closely with the Village through on-site visits, follow up calls, training, and demonstrations if required. The IS make the configuration changes to the CityView environment as per the completed workbooks and prepares the environment for the onsite activities. Typically the IS's also deliver the end-user training and Go-live assistance. Responsibilities include:

- Provide progress status to the CityView Project Manager
- Perform the remote configuration and work with the Village's Subject Matter Experts (SMEs) to understand and complete the workbooks
- Unit test the configuration changes
- Provide configured system to Application Developer Team Lead and QA Team lead for configuration review and testing
- Complete onsite configuration and training
- Work with the Village's SMEs to log Validation feedback and correct mis-configuration items
- Work closely with the CityView, Developers and QA Lead to answer any business related question that might arise
- Provide training to the different Village groups as follows:
 - Subject Matter Experts
 - Advanced Users
 - End Users
- Provide electronic copies of training materials where applicable
- Provide electronic copies of training sessions' agendas
- Leverage adult learning methodology and teaching techniques while documenting and escalating any concerns to the implementation Project Managers

Data Conversion & Interface Specialist/s

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:

- Evaluate interfaces functionality requirements
- Provide recommendations on interfacing approaches
- Identify Interfaces issues

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

Quality Assurance Team

Responsible for testing the quality of your CityView PreBUILTs 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:

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

We envisage the **Village's project team** is comprised of:

- **Project Manager,**
- **Subject Matter Experts (SMEs),**
- **Data Conversion Expert,**
- **Technical Analysts/Experts,**
- **Database Administrator,**
- **Systems and Network Administrators,**
- **Testers (often the same people as the SMEs),**
- **Application Administrators**
- **End Users.**

Village Project Manager

The Village Project Manager is responsible for the overall Village deliverables and 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:

- Manage all Village resources for project related activities
- Manage the project (budget, timeline, quality, risks, scope, issues, deliverables, etc.) in cooperation with CityView's Project Manager
- Communicate project status to the Steering Committee, and the project team leveraging updates from CityView's status updates
- Participate in the Steering Committee meetings
- Create, maintain, manage and refine the project schedule with all its elements in cooperation with the CityView Project Manager
- Prepare, organize and co-conduct with the project kick-off meetings
- Manage the delivery and coordination of Village project tasks
- Manage all project deliverables in coordination with CityView's Project Manager
- Manage and streamline the issue management process in conjunction with CityView Project Manager
- Manage project deviations and take necessary corrective actions
- Participate in gathering of the Village's business process requirements when required
- Plan, manage and execute the Acceptance Test efforts
- Plan, manage and execute the end user training efforts
- Provide timely reviews and potential sign-offs on all project deliverables approval documents as presented by the CityView Project Manager
- Review and accept project milestones
- Manage the logistical activities of the end user training
 - Training facilities

- Students booking
- Scheduling of sessions
- Monitoring and logging the end user attendance
 - Capture the end user feedback
 - Responsible for internal & project communication
 - Provide guidance to project team members
 - Lead the Go-Live preparation planning
 - Participate heavily in the Go-Live preparation tests
 - Must provide Go / No Go Decision throughout the project phases
 - Must be present for Go-Live

Village Subject Matter Experts

The Business Experts own the business process within their functional areas since they perform these day-to-day business processes. These people collectively form the knowledge base of the Village's business process requirements. 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

- Participate in appropriate project team meetings
- Work with the CityView IS to provide input into the completion of the workbooks
- Work with the CityView IS to validate the configuration through validation testing
- Develop appropriate validation test cases based on business scenarios
- Assist the Village's Data Conversion Expert in data conversion validation & acceptance
- Assist in the development of user procedures
- Assist the project team in defining user access levels and privileges
- Assist the project team in the Go-Live support planning
- Provide end user post implementation Go-Live support where applicable
- Assist the Village's Project Manager in problem resolution
- Support End User Training and documentation preparation
- Must be present for Go-Live

Village Data Conversion Expert

The Data Conversion Expert 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 that need to be converted. 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 Expert:

- Act as the primary contact for CityView Data Conversion Specialist

- Acquire knowledge from the CityView Data Conversion Specialist as analysis & mapping is performed
- Understand the database structure through knowledge transfer and documentation provided by CityView
- Provide file layouts, where available, for existing data sources
- Provide data sources in an agreed to format
- During the analysis, provide documentation pertaining to the current systems (existing user manuals, etc.) if available
- Lead the analysis of the existing data sources as they relate to the database
- Finalize and approve the data mapping documents once prepared and delivered by the CityView Data Conversion Specialist
- 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
- In coordination with the Database Administrator, prepare any other database environments that might be required for data cuts
- In coordination with the Database Administrator, prepare the production database for the final cut data load
- Work in conjunction with CityView to identify and possibly resolve conversion issues by directly communicating them to the project team, CityView, users and management
- Participate in the Go-Live preparation planning
- 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 Village's Technical Experts:

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

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:

- Setup the initial databases in conjunction with CityView resource(s)

- On-going database configuration, monitoring, tuning and troubleshooting of the database environments
- Manage production database growth
- Provide support to the project team during the project implementation as identified in the project schedule
- Manage the performance of the database
- Establish and maintain database security and coordinate with application administration the application security levels
- Include the databases in the normal backup routines and add them to the recovery management plan
- Coordinate activities with Village network and workstation administrators
- Manage and execute database installation and upgrade patches
- 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:

- Prepare servers for initial software setup and configuration
- Provide setup of servers and provide network connectivity
- Setup required peripherals for the different environments
- Provide setup of clients' workstations – deploy ClickOnce package for central deployment of CityView Desktop (not required to touch individual workstations)
- Setup testing environments as requested by the Village's Project Manager
- Participate in Go-Live preparation tests
- Should be present for Go-Live

Village End Users

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

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

IX. Schedule

The project plan will be defined by the Project Managers as an initial step in the project.

X. Project Acceptance

After delivery of the fully configured solution, we expect the Village of Villa Park 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, Village of Villa Park will be asked to formally accept the delivered solution for Go-live. Following go-live the CityView project team will work with Village of Villa Park 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 to accept permit applications, generate fees, record fee payments and generate correspondence associated with permit and license processing.

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 Project Manager will arrange a formal hand-off involving Village of Villa Park, the CityView Project Manager and the CityView Support group formalizing the transition of any new defects, bugs and support issues to the Support team.

XI. 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 of Villa Park Project Teams.

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

- 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
- 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 of Villa Park Project Manager is required.
- 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 of Villa Park 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:			

XII. 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 of Villa Park 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.

XII.1 Escalation Process:

CityView escalation levels in the order listed below:

1. Project Manager
2. Director of Professional Services
3. VP Business Operations
4. Executive Vice President

Village escalation levels in the order listed below:

1. Project Manager
2. Executive Sponsor