COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman

Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
F: (630) 232-9188
clauzen@kanecoboard.org
www.countyofkane.org

RECEIVED
AUG 29 2013
KANE COUNTY BOARD

DOCUMENT VET SHEET
for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Contractual Services Agreement

Resolution No.: 13-103

Submitted by: Roger Fahnestock

Dept. Head Signature: *Roger Fahnestock*

Date Submitted: August 28, 2013

Dept. Head Sign-off Date: _8-28-13_

Examined by: Joseph Lulves
(Print name)
_____
(Signature)
9-9-13
(Date)

Post on the Web: YES _X_ NO _____ Atty. Initials _____

Comments:

_____

Chairman signed: YES _✓_ NO _____ 9/9/13
(Date)

Document returned to: _Roger Fahnestock_
(Name/Department)

Please return to Barb Garza
in IT.

Rev. 05/2013

COUNTY OF KANE

INFORMATION TECHNOLOGIES
Roger Fahnestock, Executive Director/CIO

County Government Center

719 Batavia Avenue
Geneva, Illinois 60134
Phone: (630) 232-3571
Fax: (630) 232-3579

August 21, 2013

MEMORANDUM

To: Chairman Lauzen
From: Roger Fahnestock
Re: City View Contract – Resolution 13-103

The Kane County Board approved resolution 13-103 which will allow the County to contract with MSGovern-CityView, a division of Harris Computer of Canada to upgrade the platform for its permitting software system used by the Health Department, Development, Water Resources, Transportation, Animal Control, and the County Board Office for liquor licensing.

The County currently has a licensing agreement with CityView but needs to update the platform on which this software currently runs. The State's Attorney's Office required that this project be bid, and the County received only one bid response which was from City View.

The bid requirements have been met and are acceptable, and the vendor meets all other requirements under the bid proposal.

KDOT will be funding $150,000 of the software cost from the Capital Projects Fund, and the balance will be funded from the IT budget.

Amount Authorized by Resolution	$300,000
City View Bid	$299,757

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 103

AUTHORIZING A PLATFORM MIGRATION OF CITYVIEW SOFTWARE

WHEREAS, the County of Kane, responds to more than 46,000 annual requests for service in the review and issuance of permits and other services provided and collects three to four million dollars in revenue each year; and

WHEREAS, CityView, the County's permitting software, has reached the end of life, requiring migration to the latest platform in order to keep pace with technological changes; and

WHEREAS, the County has an investment in the permitting software (CityView) and employee training with CityView making it in the best interest of the County to migrate to the latest platform.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an agreement with MSGovern of Victoria, British Columbia, for the migration of CityView software to the latest platform.
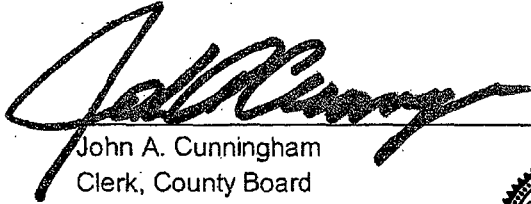
BE IT FURTHER RESOLVED that the Kane County Board appropriates One Hundred Fifty Thousand Dollars ($150,000) from County Highway Fund #300, Line Item #70020 (Computer Software) and One Hundred Fifty Thousand Dollars ($150,000) from Capital Projects Fund #500, Line Item #70020 for a total not to exceed sum of Three Hundred Thousand Dollars ($300,000.00).

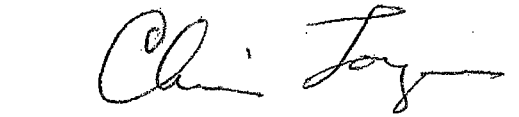BE IT ALSO FURTHER RESOLVED that the Kane County Board authorizes the following budget adjustments:

500.800.805.70020 Computer Software   + $150,000.00
001.900.900.85000 Contingency – Allowance for Budget Expense   ($150,000.00)

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
500.800.805.70020	Computer Software	No	No	Contingency
300.520.520.70020	Computer Software	Yes	Yes	N/A

Passed by the Kane County Board on April 9, 2013.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
Yes 20
No 1
Voice 0
Abstentions 0

4Bdgt-CityView

STATE OF ILLINOIS
COUNTY OF KANE   DATE 8/28/2013

I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois
do hereby certify that the attached is a true and correct copy of the original record on file.
In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my
office in Geneva, Illinois

John A. Cunningham, Kane County Clerk
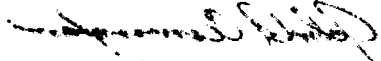
STATE OF ILLINOIS
COUNTY OF KANE

DATE _____

I, John A. Cunningham, Kane County Clerk and Keeper of the Records, in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affixed the seal of the County of Kane at my office in Geneva, Illinois

John A. Cunningham, Kane County Clerk

CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this _____day of _____ (the "Effective Date") by and between the **County of Kane, Illinois,** (hereinafter the "County"), 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 County 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 County.

B.   The County desires to engage Vendor to render such services, as hereinafter described, for the upgrade to CityView PreBuilts from their current custom CityView system (the "Project") on the terms and conditions set forth herein.

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

OPERATIVE PROVISIONS

SECTION I
ENGAGEMENT AND SERVICES OF THE VENDOR

1.   Engagement of Vendor. The County hereby engages the Vendor and the Vendor promises and agrees to furnish to the County, subject to the terms and conditions set forth in this Agreement, all labour, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (the "Services"). The Services are more particularly described in Schedule "A" and Schedule "E" 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 County and the Vendor by the terms of this Agreement. The Vendor covenants with the County 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 State of Illinois 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 State of Illinois. Vendor shall also cooperate with the County and any other consultants or contractors engaged by or on behalf of the County 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 County and the professional standard of care set forth in this Agreement.

SECTION II
RESPONSIBILITIES OF THE VENDOR

1.   <u>The Vendor's Responsibilities for Costs and Expenses</u>. 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.   <u>Independent Contractor</u>. 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 County retains Vendor on an independent contractor basis and not as an employee of the County. 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.   <u>Vendor's Project Manager</u>. 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 County 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.   <u>Time of Performance</u>. 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.   <u>Software License and Support Agreement</u>. The vendor will provide the software licenses identified in Schedule "A" for the County's use as governed by its Software License and Support Agreement, a copy of which is attached as Schedule "B".

6.   <u>Conformance to Applicable Requirements</u>. All aspects of the provision of the Services by Vendor shall conform to all applicable County, district, state, and federal laws, rules and regulations in effect at the time the services are provided.

7.   <u>Insurance</u>. Vendor currently carries insurance coverage for commercial general liability, non-owned automobile coverage, workers' compensation, and errors and omissions policies. Vendor shall supply County with Certificates of Insurance for insurance requirements that fall within the general scope of the present policies that Vendor carries. County has no rights to review the Vendor's policies.

8.   <u>Prohibition Against Transfers</u> The Vendor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, without the prior written consent of the County, such consent not to be unreasonably withheld, except that either 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.   <u>Progress</u>. The Vendor is responsible to keep the County 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. <u>Confidentiality</u>. Owed to the County - 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 County, 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.   <u>No Set Hours/Right to Contract.</u> 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 County in achieving the results and meeting the goals established pursuant to this Agreement.

12.   <u>Accounting Records.</u> 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 County 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.   <u>Safety.</u> 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.

<div align="center">

SECTION III
RESPONSIBILITIES OF THE COUNTY

</div>

1.   <u>Cooperation.</u> The County 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 County 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 County 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.   <u>County's Project Manager and Project Staff.</u> The County shall designate and assign a County project manager ("County Project Manager") who shall have full authority to represent and act on behalf of the County for all purposes under this Agreement, save for any increase to the amount of compensation under paragraph 1 of section IV. Any such increase shall require the approval of the County's Project Sponsor, the Chief Executive Officer or one of the Sponsor Representatives, the General Manager of Corporate Services or the Director of Information Technology Services. The County Project Manager shall be the principal officer of the County for liaison with the Vendor, and shall review and where satisfied 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 County Project Manager shall ensure proper and timely availability of all County 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 County designates <u>Barbara Garza</u> to be its Project Manager, but reserves the right to appoint another person as County 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 E.

3. <u>Project Plan.</u> The County shall be responsible for meeting specific milestones and providing specific deliverables that will be defined and mutually agreed to in the Project Plan. In addition, the County covenants to meet any turnaround or review times specified in the Project Plan. Should the County 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 County of the consequences thereof and reserves the right to modify the project plan accordingly. This Project Plan will become binding on both parties after fine tuning during the first two months after project start.

4. <u>Formal completion statement.</u> No later than thirty days past go-live of the software solution, the County shall provide the Vendor with a written statement of completion certifying that the solution has been implemented successfully. In case of a partial go-live this shall refer to the part of the solution that has gone live.

5. <u>Applicable Taxes and Exemptions.</u> The County shall be responsible for any sales tax due on fees associated with this Project. If the County is exempt from sales tax on fees associated with the Project an exempt certificate will be provided to the Vendor prior to the execution of this contract.

6. <u>Allowance for Suspension or Delay due to County.</u> In the event that the County 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. For this section to apply, the County must be the cause of the delay or the suspension of Services without any fault on the part of Vendor. The County acknowledges that the Vendor has anticipated that the schedules as laid out in Schedule E shall be adhered to, that the Vendor has scheduled resources to ensure that the Vendor adheres to the schedules and that all Services (including all non-refundable fees) shall be paid for in full regardless of whether or not a milestone is the cause of the payment where a delay of greater than two (2) weeks results from the County's delay or suspensions. The Vendor shall have the right to amend the Schedules in the Statement of Work with the consent of the County, which shall not be unreasonably withheld taking into account that the County is the cause of the delay, whereby the due date for any deliverable that is dependent on such performance by the County shall be deemed adjusted equitably taking into account Vendor's obligations to other parties, the availability of Vendor's resources and the timely payment of all fees by County as otherwise required by this Agreement. The result of any such adjustment is primarily to allow the Vendor to supply or perform such deliverable without compromising the quality of the deliverable.

SECTION IV
COMPENSATION

1. Compensation. In consideration of the performance by Vendor of the Services, the County shall pay to the Vendor compensation at the rates set forth in Schedule "A" attached hereto and incorporated herein by reference. Total compensation under this Agreement shall not exceed **$299,757** (plus Annual Maintenance) without written approval of the County.

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 County prior to the commencement of the extra service, provided that the Change Order Management procedures in Schedule E have been followed. Any changes to the total compensation shall require the County's approval and further agreement between the parties. The County 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 County 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 County in accordance with the payments milestones specified in Schedule A. The County shall make payments to the Vendor thirty (30) days following the date of receipt of the invoice, unless the County 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. County 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 $50.00 per diem (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 County and the Vendor recognize that circumstances may arise entitling the County 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 County'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.

    (i)   EXCEPT FOR DAMAGES ARISING OUT OF (a) CITYVIEW'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) CITYVIEW'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT CITYVIEW'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE SERVICES FEES, AS APPLICABLE, PAID TO CITYVIEW BY LICENSEE DURING THE THEN-CURRENT TERM OF THIS AGREEMENT.

    (ii) IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE 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 .

    (iii) 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 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 County for liabilities of the Vendor arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

4. Indemnities.   Vendor agrees to indemnify, defend and hold harmless the County, its directors and officers, elected officials and its employees and agents (collectively, the "Customer Indemnified Parties") from any and all claims, costs, expenses (including reasonable attorneys' fees), damages, liabilities or judgments, relating to injuries to persons or damage to property to the extent that the same arise out of the work or activities of Vendor or its employees, subcontractors, or agents in connection with the Project. Notwithstanding the foregoing, the Vendor shall have no obligation under the foregoing sentence if the claim, cost or other item was due to the negligence of the County or any of the other Customer Indemnified Parties. Notwithstanding anything in this Agreement to the contrary, the total liability under this section V.4 shall be limited to the amount of insurance coverage available to Vendor under its insurance policy.

6

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 County 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 County (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 County (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 County 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 County. 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 County 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 County of a material provision of this Agreement such as the County withholding payment for more than 30 days beyond due date.

6. The Vendor may, on sixty (60) days' prior written notice, be dismissed by the County at any time with or without cause. The Vendor will accept payment for Services performed to the effective date of termination, based on the fees charged by the Vendor plus any non-refundable expenses (including wages for personnel) in accordance with the provisions of this Agreement.
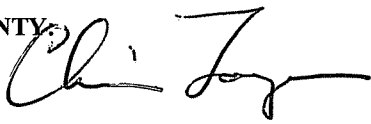
SECTION VII
GENERAL PROVISIONS

1. <u>Nondiscrimination by the Vendor</u>. The Vendor represents and agrees that the Vendor, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, Vendor, employee, or applicant for employment because of race, religion, color, sex, handicap, national origin or any other protected classification under federal or state law. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. <u>Rights to Employ Other Vendors</u>. The County reserves the right to employ other Vendors in connection with this Project.

3. <u>Conflicts of Interest; Prohibited Interests</u>.

   A. Vendor maintains and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

4. <u>Subcontracting</u>. The Vendor shall not subcontract any portion of the Services except as expressly stated herein, without prior written consent of the County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

5. <u>Waiver</u>. 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.

6. <u>Notices</u>. All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

   To the County: County of Kane
   Kane County Government Center
   719 South Batavia Avenue
   Geneva, Illinois 60134
   Attention: Barbara Garza, Information Techonology Department

   To the Vendor: CityView
   Suite 2307, 4464 Markham Street
   Victoria, BC V8Z 7X8
   Attention: Susan McCormick, Executive Vice President

   Notice shall be deemed received as follows, depending upon the method of transmittal: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by US Mail, certified, return receipt requested, as of five (5) days after deposit in the US Mail. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

7. <u>Authority to Enter Agreement</u>. The Vendor has all requisite power and authority to conduct its business and to execute, deliver and perform all of its obligations under this Agreement. Each Party warrants that the 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. <u>Severability</u>. 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.   <u>Time is of the Essence</u>. Time is of the essence in this Agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.

10.   <u>Governing Law and Venue</u>. 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.

12.   <u>Days</u>. Any term in this Agreement referencing time, days, or period for performance shall be deemed to be calendar days and not work days.

13.   <u>Entire Agreement</u>. This Agreement contains the entire agreement of the County and the Vendor, and supersedes any prior or written statements or agreements between the County and the Vendor. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Parties. Provisions of a County 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.

14.   <u>Binding on Assigns</u>. 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.

15.   <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

16.   <u>Captions</u>. 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.

17.   <u>Construction</u>. 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.

18.   <u>Cooperation/Further Acts</u>. 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.

20.   <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

21.   <u>Incorporation of Recitals, Schedules and Exhibits</u>.

    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.

FOR COUNTY: **CITYVIEW:**

By: _____   By: _____
        Christopher J. Lauzen   Susan McCormick
        Kane County Board Chairman   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" – Response to Kane County RFP #33-013

Schedule "E" – Statement of Work

Schedule A

Payment Milestones and Project Deliverables

Software Licensing	Deliverables	Payment Milestone	Payment Terms
Software Licensing	Software Licenses Include: CityView PreBuilts Licenses for: CityView Property Information CityView Permits and Inspections CityView Planning CityView Code Enforcement CityView Licensing CityView Animal Licensing CityView Cashiering CityView Portal CityView Server software CityView GIS (ArcGIS Server integration). CityView supported EDMS Extension (to support integration with Laserfiche) CityView MS Exchange Integration CityView MS Outlook Add-In CityView will: • Set up as a client on FTP, WIKI & Support sites • Provide documentation to download the latest version of CityView off the FTP and/or WIKI site • Send the licensing key for CityView Licenses	$24,945	Invoiced on execution of the contract and due net 30 days
Total Licensing		**$24,945**	-

PreBuilt Implementation	Deliverables	Payment Milestone	Payment Terms
Project Management	Ongoing management of all implementation services provided by CityView. Should delays by the customer occur and require additional project management, time may be billed at $150/hr. upon authorization by the customer.	$33,282	Invoiced on execution of the contract and due net 30 days

Project Kickoff Data Collection (onsite & remote components)	Project kick-off and confirmation of project plan. PreBuilt walkthrough sessions, with up to 6 Subject Matter Experts/session. Data discovery/collection for Property Information, Permits & Inspections, Planning, Code Enforcement, Licensing and Animal licensing. Includes up to 11 person days on site by the Implementation Specialist. Deliverable is completed scope documentation, comprising data lookup spreadsheets, documented activities workflows, business rules narrative where applicable. Scope sign-off required.	$33,000	Invoiced on scheduling the onsite data collection and due net 30 days
Remote Infrastructure Review	Remote review of client's hardware & software infrastructure. Provide questionnaire to customer for completion. Study of hardware and software infrastructure in context of optimization for CityView. Provision of hardware and software infrastructure report.	$3,000	Invoiced on report delivery and due net 30 days
Data Mapping/Interfaces (estimate)*	Provide customer with data mapping templates and instructions for completion. Includes up to 5 person days onsite during the Data Collection exercise. Confirm data conversion and interface requirements and cost. Includes interface to County GIS for parcel data. Data Mapping sign-off required.	$14,400	Invoiced upon completion of data mapping and due net 30 days
Initial Configuration	Configure PreBuilts based on Client Information provided in the Scope Documentation. Deliverable is CityView-hosted development environment ready for validation training and testing.	$53,345	Invoiced on scope document sign-off and due net 30 days
Data Conversion (estimate)*	Initial Data Conversion. Deliverable is CityView-hosted development environment ready for data conversion validation testing.	$22,800	Invoiced on scope document sign-off and due net 30 days
Customizations/Integrations	Following customizations are included: • 2 custom screens for Animal Licensing - kennels • 2 custom screens for Health Establishment information and inspection scoring • Integration with Laserfiche document management according to the existing CityView Document Management integration framework	$6,720	Invoiced on scope document sign-off and due net 30 days
Validation and Refinement	Perform 10 days of validation Training (on site) to enable customer to validate initial configuration. Gather validation feedback. Identify in-scope vs. out of scope feedback. Implement any in-scope refinements arising out of the validation. Validation sign-off required before Go-Live,	$45,025	Invoiced on scheduling of Validation.Training and due net 30 days

Installation (remote) and Environment Management	Setup environments (production & test) on client site. Test to ensure proper operation. May require on site setup determined at Kickoff Meeting. Management of environment through PreBuilt merges, CityView upgrades etc. through the life of the implementation. Includes up to 3 installs.	$4,800	Invoiced upon completion of the first remote installation and due net 30 days
Training (onsite unless otherwise specified)	11 days end-user training for: • Property Information (up to 10 students) • Permits & Inspections (up to 10 students) • Planning (up to 10 students) • Code Enforcement (up to 10 students) • Business Licensing (up to 10 students) • Animal Licensing (up to 10 students) • Cashiering (up to 10 students) 5 days onsite and 1 day remote advanced-user training for: • CityView Reporter – 1 day (up to 4 students) • Configuration & Maintenance – 4 days (up to 6 students) • Remote System Administrator – 1 day (up to 4 students, remote)	$29,220	Invoiced on the first day of training and due net 30 days
Data Update / Install (Remote)	Final data update/conversion to get current data into client database for go-live. Must be the same scripts used in initial data conversion. Data must be verified by both CityView and Client before go-live. Sign off required.	$1,200	Invoiced on the first day of go-live and due net 30 days
Onsite Go Live Facilitation	3 days of onsite facilitation to provide over-the-shoulder guidance and training to users	$5,220	Invoiced on the first day of go-live and due net 30 days
Total Services		**$252,012**	
Travel & Expenses (estimate – to be invoiced on a cost recovery basis)	Budget for travel and expenses for services to be conducted on site customer (budget assumes 5 person trips and 45 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 $50/day per diems.	$22,800	Invoiced and due as incurred

Annual Software Maintenance	Deliverables	Payment Milestone	Payment Terms
Mandatory Annual Software Maintenance (in addition to current maintenance contract amount) – Year 1	Provides: • All major and minor software upgrades • Unlimited technical support; • Unlimited access to the CityView FTP site • Unlimited access to the CityView WIKI Knowledgeshare • Ongoing support for interfaces to Laserfiche • Subject to an annual increase	**$27,720**	Due upon Go-live of the first or only phase

Summary of Investment	Price
Total Professional Services (not including travel & expenses)	**$252,012**

Total Licensing	**$24,945**
Total Project	**$277,137**
Travel (estimate – billed on a cost recovery basis)	**$22,800**
Total Project with estimated Travel	**$299,757**

*All data conversion and interface costs are estimates and will be confirmed as part of the scoping phase. If this reveals that price changes are necessary, Vendor will not proceed with these services until change orders are raised and agreed to by both parties. If the scoping phase reveals that additional services are required to address out of scope needs, Vendor will not proceed with these services until change orders are raised and agreed to by both parties. Should the County determine additional services are required from CityView, such services will be quoted once defined.

Schedule B
CityView Software License and Support Agreement

SOFTWARE LICENSE AGREEMENT

This Software License Agreement between CityView, an unincorporated division of N. Harris Computer Corporation ("Vendor"), and COUNTY OF KANE, ILLINOIS ("Licensee") is effective as of "Date of Signing this agreement" (the "Effective Date").

Whereas the Vendor proposes to license its software application to Licensee;

Whereas the Licensee has received the proper approvals such that it will license the software application;

Now therefore, the two parties agree to the following:

1. DEFINITIONS

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings, and to the extent that any capitalized words are not defined in this Agreement but in either the Support and Maintenance Agreement or in the Contractual Services Agreement, then those words shall have the meaning ascribed to them in those respective agreements with priority being assigned to the Contractual Services Agreement and then to the Standard Service Level Support Agreement

    a.   **"Add-on"** means an individual component of the software that provides a specific functionality.

    b.   **"Agreement"** means this Software License Agreement, including all of its Attachments and all instruments supplementing, amending or confirming this Agreement.

    c.   **"Application Builder"** is a specific module that permits Licensee to have access to development tools within the Software.

    d.   **"Core Software"** means that portion of the Software that provides the base functionality which, when installed and implemented, will always be in operation when the Software is in operation on the Designated Computer System.

    e.   **"Designated Computer System"** shall mean the Licensee's platform and operating system environment which is operating the Software.

    f.   **"Documentation"** shall mean user guides, operating manuals, technical manuals, supporting materials, and other information relating to the use of the Software, whether distributed in print, magnetic, electronic, or video format.

    g.   **"Event of Default"** shall have the meaning ascribed to it in section 6.

    h.   **"Maximum Concurrent Users"** shall have the meaning ascribed to it in section 3.

    i.   **"PreBuilt"** means a particular application component of the Software that provides general functionality.

    j.   **"Software"** shall mean the licensed CityView application software consisting of the Core Software, the Application Builder, the PreBuilts and the Add-ons, including any updates provided subsequent to this Agreement, and including all copies made by whomsoever produced.

    k.   **"Source Code"** of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.

    l.   **"User"** .means an agent of Licensee who has been provided with permission by Vendor to be a User or an employee of Licensee while that agent or employee is engaged in using the Software.

    m.   **Desktop Configuration Tools** are a set of tools used for the process of defining the values of parameters for the Software. This includes but is not limited to Lookup table values, Fees, Letter templates, Activity-based workflows, custom data fields and business rules definable in the Software rules engine.

2. ATTACHMENTS

The Attachments described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

        Attachment "A" - Description of Software
        Attachment "B" - Optional Escrow Services Languages

3. LICENSE

Subject to the terms and conditions of this Agreement, Vendor hereby grants the Licensee a non-transferable, non-exclusive and limited license to:

(a)   Use the Software on Licensee's Designated Computer System for its own internal business purposes or operations with access to third parties as reasonably necessary for the intended use and otherwise in accordance with the Documentation. The Software is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) of that computer;

(b)   Copy the Documentation and copy the Software into any machine readable form for back-up, archival or training purposes in support of the Licensee's use of the Software on the Designated Computer System PROVIDED THAT:

(i)   the Licensee shall maintain a record of the number and location of copies made and to erase all such copies promptly when no longer in use or necessary;

(ii)   the copies, together with the original, shall remain the property of Vendor; and

(iii)   the Licensee has not removed or obscured any copyright, trademark or other proprietary notices from the Documentation, Software and related materials supplied by Vendor; and

(c)   customize the Software using the Application Builder and such customizations using the Application Builder follow the Correct Usage Protocol described in Attachment C and are not subject to the restrictions detailed in Section 4.

The Software and related materials supplied by Vendor are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by Vendor remain with Vendor and any rights not expressly granted are reserved. Use of the Software and related materials supplied by Vendor is subject to the applicable copyright laws and the express rights and restrictions of this Agreement.

The Software that is delivered to the Licensee includes all of the PreBuilts, the Core Software, the Application Builder and the Add-ons. The Licensee's use of these components is subject to the restrictions detailed in Section 4.

The number of Users who may access the Software at any one time is limited to the "**Maximum Concurrent Users**" as listed in Attachment A. Any request to increase the number of Maximum Concurrent Users may entail additional license fees. The Licensee is not restricted in the number of employees or agents who may be permitted to use the Software. The restriction only applies to those accessing the Software at the same time.

The Software and/or some components may be licensed with the designation of "Read Only"; where this occurs the license permits users with view-only access to the Software but not the right to input, write or alter any data or information. Any applicable "Read Only" designation will be stated in Attachment "A" and those aspects of the Software will be licensed as such.

4. LICENSE RESTRICTIONS

(c)   Without limiting the generality of the License granted in Section 3 and any other restrictions listed in this Agreement, Licensee shall not, and will not allow, direct or authorize any other party, directly or indirectly, to: (i) use the Software for any purpose other than in connection with Licensee's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, (iii) attempt to reconstruct or discover the Source Code of the Software or to otherwise convert it into human readable code; (iv) modify or create derivate works of the Software; (v) rent, lease, lend, or use the Software for timesharing or bureau use; (vi) allow a third party to copy, access, or use the Software; (vii) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement or; (viii) attempt to access a PreBuilt or Add-on for which a license has not been granted. Licensee shall be wholly liable to Vendor for any misuse of the Software and these restrictions are absolute except as and only to the extent that this Agreement may expressly permit Vendor to do otherwise.

(d)   Licensee requires a separate License for each environment into which the Software or any portion thereof is read in machine-readable form for operation on such Designated Computer System in a production environment.

(e)   The Licensee may only use the Software for which it has paid the license fees. Upon the payment of the applicable license fee Licensee shall be provided with the electronic key which will permit Licensee to use the components of the Software for which it has paid a license fee. The Licensee may at any time request a further license to use additional components, the use of which shall be subject to the payment of the appropriate license fee and the provision of an electronic key.

(f)   The Licensee may only use the Application Builder where it has paid the appropriate license fee. Upon the payment of the applicable license fee Licensee shall be permitted to use the Application Builder subject to any restrictions that may be detailed in writing when such permission is granted.

16

(g)   Prior to the use of the Software for the initial and each renewal term, the use of the Software will be subject to the Licensee's receipt from Vendor of an electronic key permitting access to the Software. The receipt of the key is subject to the renewal of the Standard Service Level Support Agreement. The Licensee acknowledges that it will not be able to use the Software in any fashion without the use of the key and that it understands fully its obligations in order to receive each applicable key.

5. LICENSE FEES

The rights granted to Licensee hereunder are subject to the Licensee paying to the Vendor the following license fees:

A license fee to use the Software; license fee(s) in relation to the PreBuilts for which the Licensee has requested access; and the license fee related to the Application Builder, if requested by Licensee.

The appropriate license fees are detailed in Attachment A and the PreBuilts for which a license is provided and whether a license in the Application Builder is provided are also listed in Attachment A (including the details of the applicable license fees). The list of licenses for PreBuilts and the Application Builder may be amended from time to time by a Statement of Work that specifically references this Agreement and which amends Attachment A by detailing those PreBuilts that are being licensed or will no longer be licensed in accordance with the terms of this Agreement.

The failure to pay such license fees within ninety days of an invoice shall automatically terminate this Agreement despite any cure periods provided elsewhere herein and section 8(a) shall apply.

In addition to the above required license fees, any services applicable to the installation, implementation, training or configuration of the Software (both at the time the initial license is granted and for any subsequent licenses) may require additional professional service fees for the provision of the applicable professional services both of which would be subject to the applicable Services Agreement, Support and Maintenance Agreement, Statement of Work, and/or Change Order.

6. CONTEMPORANEOUS AGREEMENTS

The parties agree that execution of the following agreements are conditions precedent to the effectiveness of this Agreement and that the following agreements shall be entered into no later than contemporaneously with the execution of this Agreement.

(i)   the Support and Maintenance Agreement which shall detail the Vendor's support obligations in relation to the Software; and

(ii)   the Contractual Services Agreement which shall detail the Vendor's installation and implementation services for the Software.

Additionally, the Licensee shall have the option of entering into an Escrow Agreement. In the event that Licensee wishes to have the Source Code to the Software deposited in an escrow account for Licensee's benefit, Licensee shall sign the escrow language in Attachment B and such terms shall apply to this Agreement. If executed, the Escrow Agreement shall govern the terms and conditions whereby Licensee could gain access to the Software source code for the purpose of maintaining and supporting the Software. Licensee shall be solely responsible for the costs associated with the Escrow Agreement as may be invoiced by Vendor.

An Event of Default shall be deemed to have occurred if the Vendor: (1) ceases to market or make available maintenance or support Services for the Software during a period in which the Licensee is receiving support services pursuant to the Standard Service Level Support Agreement, or, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of the Vendor.

7. TERM AND TERMINATION

a)   The license granted herein commences on the date of this Agreement and is for a duration of one (1) year. The license granted herein shall renew automatically concurrently with the proper renewal of the Support and Maintenance Agreement, failing which this Agreement shall automatically terminate.

b)   Prior to the completion of the Project, this Agreement may be terminated by Licensee at any time by providing Vendor with notice only where the Licensee has terminated the Contractual Services Agreement in accordance with its terms. Otherwise, the Licensee may only terminate this Agreement prior to the completion of the Project where the Vendor has materially breached its obligations under this Agreement and failed to remedy them as permitted hereunder.

c)   Vendor may terminate this Agreement where Licensee fails to comply with its obligations of confidentiality or the obligations under section 4(a) of this Agreement, whereby Vendor must notify the Licensee in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Licensee must correct the default at no additional cost to the Vendor, or issue a written notice of its own disputing the alleged default, in either case within ten (10) days immediately following receipt of a Default Notice.

d)   If the Licensee fails to correct the default, or issue a notice disputing the alleged default, in either case within ten (10) days following receipt of the Default Notice, the Vendor may terminate the whole of this Agreement including the grant of license to the Software and in such case the Licensee will be responsible for payment to the Vendor of only that part of the fee earned by

the Vendor for that part of the Services performed in accordance with the Contractual Services Agreement, unless that agreement states otherwise, up to the time of communication of such notice of termination to the Licensee and the entire License Fee for all Software that was fully installed on the Designated Computer System. Once a dispute has been settled, to the extent that any issues still remain unresolved in the Default Notice, Licensee shall have ten (10) days to remedy such breach following the date of the settlement of the other issues.

e) Despite the above, for any Default Notice alleging a breach Subsection 4(a) (iii), the Vendor may terminate this Agreement at any time for a period of thirty (30) days following the delivery of a Default Notice despite Licensee rectifying such default.

8. PROCEDURE FOLLOWING TERMINATION

(a) If this Agreement is terminated for any reason except an Event of Default, then within thirty (30) days following such termination, the Licensee shall destroy/return the Software and any documentation to the Vendor, at the Vendor's absolute discretion, and the Licensee shall certify, under the hand of a duly authorized officer of the Licensee, that all copies of the Software and Documentation or any part thereof, in any form, within the possession or control of the Licensee have been destroyed/returned to the Vendor.

(b) Upon the termination of this Agreement for any reason except for an Event of Default, the Licensee will not be entitled to access the Source Code through the escrow agreement where a valid escrow agreement exists.

(c) Upon the termination of this Agreement for any reason whatsoever, (i) the parties agree that the Standard Service Level Support Agreement expires on its own terms, (ii) and the confidentiality provisions shall survive and be binding on both parties for five (5) years from the date of termination.

9. VENDOR'S PROPRIETARY RIGHTS

The grant of the License herein contained permits the limited use of the Software by the Licensee. Title to and all property in the Software, its name, logo and computer stored data shall remain exclusively with Vendor.

The Licensee hereby acknowledges that the Software and the Documentation is the property of the Vendor and that the Software constitutes a trade secret, and agrees to exercise due care and diligence in safeguarding the Software, the Documentation and Vendor's proprietary interest.

The Licensee also acknowledges that any negligence or deliberate violation of this Agreement on its part which results in failure to protect Vendor's proprietary interest in the Software shall actually and materially damage Vendor.

In order to ensure compliance with the terms of this Agreement, Vendor shall be entitled, upon reasonable notice to Licensee and subject to Vendor's compliance with Licensee's reasonable security measures, to enter upon the Licensee's premises during normal business hours and require the Licensee to produce such information, records and documents as may be required to ascertain compliance.

10. LIMITED WARRANTY OF PERFORMANCE

Vendor warrants to Licensee that:

(a) the Software shall function as described in the user documentation accompanying the Software if the Software is properly used in accordance with Vendor's instructions.
(b) the Software (including Software updates) will be provided via electronic delivery.

The warranty above is void if the Licensee modifies the Software without the written consent of Vendor. Examples of such modifications include, but are not limited to, the de-compiling and modifying of the source code, and tampering with the base set-up of the system. For clarity, the parties agree that THE LICENSEE shall have the right to configure the Software using the Desktop Configuration Tools. Where a license for Application Builder has been granted, THE LICENSEE shall have the right to use Application Builder in accordance with Attachment C without voiding the warranties herein.

Except as specifically provided above, Vendor expressly disclaims all other warranties in the Software, including, but not limited to the implied warranties of quality or fitness for a particular purpose. The Licensee assumes sole responsibility for the selection of the Software to achieve the Licensee's intended results, and for the installation, use and results obtained from the Software.

Licensee's sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software. The Licensee agrees to allow Vendor the opportunity to make repeated efforts within a reasonable time to correct programming errors or malfunctions as warranted in this Agreement.

11. WARRANTY OF INTELLECTUAL PROPERTY RIGHTS

18

Vendor warrants:

(a) **that it has the full right, authority and power to enter into this Agreement and to grant to the Licensee the Licenses and rights conveyed by this Agreement; and**

(b) **that the Software is an original work of authorship and does not infringe the intellectual property rights of others.**

In the event there is a third party claim against Licensee alleging that Licensee's use of the Software in accordance with this Agreement constitutes an infringement of a Canadian or United States patent, copyright, trade-mark or trade secret, Vendor shall, at its expense, defend Licensee and pay any final judgment against Licensee or settlement agreed to by Vendor on Licensee's behalf; provided that Licensee promptly notifies Vendor of any such claim or proceeding and shall give Vendor full and complete authority, information, and assistance to defend such claim or proceeding. This indemnity is only effective where (i) Licensee has not made any admissions or begun settlement negotiations either prior to or after providing notice to Vendor of the applicable claim except with Vendor's prior written consent, (ii) Vendor shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement, and (iii) Licensee has not modified the Software in any manner whatsoever except with the prior written consent of Vendor. Any breach by Licensee of its covenants under this section 11 shall nullify this indemnity but not the sole right of Vendor to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith. In the event that the Licensee's use of the Software is finally held to be infringing or Vendor deems that it may be held to be infringing, Licensee agrees that the sole remedy available to it is that Vendor shall, at Vendor's election: (1) procure for the Licensee the right to continue use of the Application Software; or (2) modify or replace the Software so that it becomes non-infringing.

The foregoing states Vendor's entire liability, and the Licensee's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof. Vendor's obligations under this Section 11 shall survive the termination and/or expiration of this Agreement.

Licensee may, at Licensee's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding..

12. REMEDIES AND LIABILITY

(a) The Licensee and the Vendor recognize that circumstances may arise entitling the Licensee to damages for breach or other fault on the part of Vendor arising from this Agreement. The parties agree that in all such circumstances the Licensee's remedies and 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.

(i) EXCEPT FOR DAMAGES ARISING OUT OF (a) CITYVIEW'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) CITYVIEW'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT CITYVIEW'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEES OR THE SUPPORT AND MAINTENANCE FEES, AS APPLICABLE, PAID TO CITYVIEW BY LICENSEE DURING THE THEN-CURRENT TERM OF THIS AGREEMENT.

(ii) IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE 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 .

(iii) 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 OR TORT.

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

13. INJUNCTIVE RELIEF

The Licensee agrees that the breach of any term, provision or condition of this Agreement by the Licensee may cause irreparable damage to Vendor in which case an award of damages may not be adequate relief to Vendor. Therefore, the Licensee agrees that in addition to all the remedies available to Vendor in the event of any breach of this Agreement by the Licensee, Vendor shall have the right to obtain timely injunctive relief to protect its proprietary right.

14. COUNTERPARTS

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.

15 GOVERNING LAW

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.

16. ENTIRE AGREEMENT

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. This Agreement completely replaces all other software license agreements that may have been entered into between the parties (including all precursor entities, including those entities that have amalgamated with N. Harris Computer Corporation).

17. RIGHT TO ASSIGN

This Agreement and the rights and liabilities hereunder shall not be assigned by the Licensee unless consent in writing is obtained from Vendor.

18. SUCCESSORS AND ASSIGNS

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

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

ACCEPTED: ACCEPTED:

Vendor Authorized Signature: Licensee Authorized Signature:

Name:_____   Name:_Roger Fahnestock_____

Title:_____   Title:_Chief Information Officer_____

Date:_____   Date:_8-28-13_____

Attachment A

This is Attachment 'A' attached to and made part of a Software License And Support Agreement dated August 23, 2013 between CityView and the County of Kane, IL. The following license expires on December 31, 2013.

Licensed CityView Core Software

Product Description
CityView Concurrent Application Client - Desktop
CityView Server (Server License)

Licensed CityView PreBuilts- subject to Maximum Concurrent Users of 100 read-write users.

CityView Property Information PreBuilt
CityView Permits & Inspections PreBuilt
CityView Planning PreBuilt
CityView Code Enforcement PreBuilt
CityView Licensing PreBuilt
CityView Animal Licensing PreBuilt
CityView Cashiering PreBuilt

CityView Add-Ons

1 site license	CityView GIS
1 site license	CityView Electronic Document Management Extension
100	CityView CityView Application Builder
1 site license	CityView MS Exchange Integration
1 site license	CityView Outlook Add-In
1 site license	CityView Portal (3 or more processes)

The current Software License And Support Agreement is valued at $61,219.91

Attachment B

Escrow Services Agreement

SERVICES AGREEMENT by and between CityView ("CityView"), a division of N. Harris Computer Corporation, a Canadian Corporation and wholly owned subsidiary of Constellation Software, Inc., having offices at #4464 Markham St – Suite 2307, Victoria, BC, V8Z 7X8 and County of Kane ("Customer"), having offices at 719 S. Batavia Avenue, Geneva, IL, 60134, is made and entered into as of the_____day of August _____, 2013.

PREAMBLE

WHEREAS:

a) CityView owns or has the right to license certain Software ("Programs"); and

b) CityView provides software escrow services ("Escrow Services") to its licensees and is willing to provide such services to Customer on the terms and conditions specified in this Agreement; and

c) Customer has licensed the Software ("Programs") specified in the CityView License and Support Agreement dated _____, 2013

d) The initial Support and Maintenance period specified in the CityView License and Support Agreement has not expired or the Customer has made timely renewal payments;

THEREFORE in consideration of the premises and of the mutual covenants herein set forth, the parties agree as follows:

PROGRAMS	ANNUAL FEES	
As specified in the CityView License and Support Agreement	$1,500	$500

SECTION 1: CITYVIEW PROGRAMS

1.1 **"Program" means the software application(s) set in the** CityView License and Support Agreement or otherwise made available by CityView or use by the Licensee as a part of this Agreement.

SECTION 2: ESCROW SERVICES

2.1   Term: Escrow Services will commence on the date of execution of this Agreement and will continue as long as the Customer is covered by Support and Maintenance pursuant to the Software License and Support Agreement and any Support and Maintenance Service Agreement entered into between the parties and so long as the Customer has paid the applicable Escrow Service Fees. Escrow Services will terminate automatically upon the termination of the Software License and Support Agreement or of an applicable Contractual Services Agreement, Service Agreement, or upon non-payment of Support and Maintenance fees or Escrow Services Fees.

2.2   Charges: The fee for the first delivery of the Escrow Materials will be the Annual Fee. Subsequently, the Annual Fee will be billed as a supplementary charge to the Support and Maintenance fees under the same payment terms. Should Customer request Escrow Materials outside the normal release update cycle, the Update Fee will apply.

2.3   Delivery of Escrow Materials: "Escrow Materials" is defined as a sealed package containing a copy of the Program's source code on CityView supported electronic medium in the format and system environment used by CityView and Customer in its own operation to generate object code, together with a copy of the existing systems documentation developed for the Programs and the specifications for the operating environment and software tools required to make effective use of the source materials. Escrow Materials will be shipped within ten (10) days of the initial payment of the Annual Fees to CityView' then current Escrow Agent, Jones Emery Hargreaves Swan, Suite 1212 - 1175 Douglas Street, Victoria, B.C., V8W 2E1. Subsequently, provided Customer has maintained payment of the Support and Maintenance fees and Escrow Services Annual Fees, the existing Escrow Materials will be exchanged for a replacement set comprising the then-current source and documentation and shall again be placed with CityView' then current Escrow Agent, such exchange occurring as soon as practical following the shipment of a new release of the Programs.

2.4   Access to Escrow Materials: Escrow Materials shall remain in a sealed package and shall be held, in trust, by CityView's Escrow Agent. Customer shall be entitled to verify with the Escrow Agent that the Escrow Materials (namely the sealed package containing the then current source code) have been placed with CityView's Escrow Agent. However, Customer shall not be entitled to access the Escrow Materials unless and until one of the following events occur:

22

a) CityView is unwilling or unable to complete modifications to the programs which are required to allow Customer to comply with regulatory or legal requirements which are beyond the control of Customer; or

b) CityView takes advantage of the insolvency laws of any jurisdiction; or

c) CityView makes an assignment in bankruptcy or is adjudicated as bankrupt pursuant to section 7 of the United States or Canadian law; or

d) CityView makes a general assignment for the benefit of its creditors; or

e) CityView has a receiver, administrator or manager of its property, assets or undertakings appointed in such circumstances as would adversely affect the continuing use by Customer of the Software specified in the CityView License and Support Agreement; or

f) CityView is ordered by any Court of competent jurisdiction to be wound up; or

g) CityView becomes insolvent; or

h) CityView ceases doing business as a going concern.

2.5 Warranties of CityView: Provided Customer complies with the terms of the Software License and Support Agreement and all Supplements and Addendums thereto and pays the agreed Support and Maintenance fees, CityView will, to the extent that it is still supplying such services to other customers, warrant that the Escrow Materials and replacement Escrow Materials delivered under this Agreement will be complete, accurately reflect the most current version of the source code of the Programs used by Customer, incorporate all changes made to the Programs or the source code thereof from the previous time the Escrow Materials were delivered to CityView's Escrow Agent under this Agreement, and contain no passwords or other devices that would prevent or prohibit the use of the Escrow Materials at any time should an event in s.2(4) occur.

2.6 CityView's Intellectual Property: Customer acknowledges that the Escrow Materials are and shall remain solely CityView's property (tangible and intellectual). Customer furthermore acknowledges that any breach or violation of this Agreement would cause CityView irreparable harm and that legal remedies, in themselves, may not adequately remedy such breach or violation. CityView therefore shall be entitled to pursue, in addition to any legal remedy available to it, all equitable remedies (including injunctive relief and specific performance). Customer hereby warrants that it shall not attempt to access, except pursuant to the provisions of this Agreement, the Escrow Materials and replacement Escrow Materials delivered under this Agreement to CityView's Escrow Agent. Even in the event of access to the Escrow Materials by Customer pursuant to s.2(4), Customer acknowledges that it shall only be entitled to use the source code and documentation in the same manner in which Customer is permitted to use the object code of the Programs as specified in the License, with the additional license to modify the source code and convert it to executable object code. In particular, without restricting the generality of the foregoing, the release, modification, enhancement, or alteration of the Escrow Materials does not alter CityView's complete and sole ownership of all property rights in the Programs and Customer shall sign all written instruments to this effect if required by CityView or an agent acting on behalf of CityView. Customer furthermore acknowledges that any resultant modification or enhancement to the Escrow Materials shall become CityView' intellectual property and Customer shall sign all written instruments to this effect.

SECTION 3: PAYMENT

3.1 Excepting the initial invoice that is due upon execution of this Agreement, all fees shall be paid within thirty (30) days after receipt of the invoice. Customer shall pay all applicable shipping charges and taxes, exclusive of CityView's income and corporate franchise taxes. If any invoice is not paid within thirty (30) days, Customer shall pay a late payment charge of 1% per month on the unpaid amount, together with the amount of the original invoice. Customer shall reimburse CityView for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Customer.

SECTION 4: TERMINATION AND DEFAULT

4.1 Termination: At Customer's option, this Agreement may be terminated by providing notice in writing to CityView at least thirty (30) days prior to an annual Escrow Services renewal date. Upon termination, any and all rights enjoyed by Customer hereunder shall automatically and immediately terminate.

4.2 Remedy of Default: This Agreement may be terminated by either party if the other fails to perform or comply with any provision of this Agreement, provided that a party intending to terminate under this provision will provide written notice of the applicable default to the defaulting party, and termination based thereon will only be effected if the defaulting party fails to rectify the specified default within sixty (60) days after receipt of such notice. Upon the occurrence of an Event of Default by CityView and failure by CityView to remedy, if Customer elects not to terminate this Agreement, then the Customer shall be entitled to have access to the Escrow Materials currently in CityView's Escrow Agent's possession and the Escrow Materials will, subject to the provisions of s. 2(6) hereof, be released from the escrow restrictions forthwith.

SECTION 5: GENERAL PROVISIONS

5.1   Assignment: Neither party hereto shall be entitled to assign that party's rights and obligations under this Agreement without the express written agreement of the other party, such agreement not to be unreasonably withheld.

5.2   Severability: Any provision of this Agreement which is prohibited by law or is unenforceable will be ineffective only to the extent of

such prohibition or unenforceability without invalidating the remaining provisions hereof.

5.3   Enurement: This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.

5.4   Modification: This Agreement may not be modified except in writing by an authorized signatory of each party.

5.5   Non-Solicitation: The parties agree that during the term of this Agreement, and for a period of two (2) years thereafter, they will not, without the express prior written consent, directly or indirectly, solicit any person for employment, who is currently employed by the other party. In addition, any person who has been previously employed by either party shall be prohibited from servicing or providing consultation within the scope of work contemplated by this Agreement for a minimum of two (2) year after their current employment.

5.6   Marketing: Customer agrees that CityView may publicly refer to Customer orally and in writing as a client of CityView. Any other reference to Customer by CityView requires the written consent of Customer.

5.7   Notification: All notices under this Agreement shall be in writing and delivered by overnight delivery service or certified mail, return receipt requested, to the address specified above. Either party may change its address by providing notice in accordance with this Section.

5.8. Governing Law: The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
      This Agreement shall attorn to the jurisdiction of a competent court within a mutually agreed upon region in the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above

COUNTY OF KANE

By: _Roger Fahnestock_

Name Printed: _Roger   Fahnestock_

Title: _Chief Information Officer_

CITYVIEW

By: _____

Name Printed: _____

Title: _____

Attachment C

Application Builder Correct Usage Protocol – under separate cover

CityView Application Builder

Correct Usage Protocol

This document outlines the accepted use of CityView Application Builder.

How Changes Are Tracked

Every "application object" within CityView has a development status that indicates whether or not that object has been customized. When your environment is first created, it is an exact copy of our PreBuilts development environment, so every object has a development status of **System**.

Changes to application objects that are made in your environment while it is on our servers (and under our control) are tagged with the status **CustomInHouse**. Changes that are made in the environment once it has been delivered into your network environment are tagged with the status **CustomOnSite**. There is also a status, **CustomOnSiteProd**, which can be used to identify objects that were modified in the Production environment (although this should be a rare occurrence because development should not be happening directly in Production.)

When the application layer of the CityView PreBuilts is upgraded (which can, and often is, done independently of the platform layer) the development status of each object is checked prior to that object being upgraded. Every object that still has a status of System is overwritten with the version of that object from the latest PreBuilts environment. If the development status is not **System** for a given object, it is not overwritten. Instead, the new system object is placed in the application journal table only.

Many objects are interdependent, so developers should be cognizant of this when considering customization to ensure customization of one object does not have an adverse impact on an overall piece of functionality. We scrutinize all customizations prior to performing an upgrade so that any risk is mitigated; however, the more custom objects there are, the more effort intensive this process is and in some cases there may be costs incurred to get a heavily PreBuilt-customized environment upgraded. It is therefore very important to document customizations and follow the best practices outlined in this document.

Desktop Configuration

The Desktop configuration tools are continually evolving and these tools are designed to allow your environment to be easily upgraded. When trying to create new functionality or modify existing business processes, your first approach should always be to use the Desktop configuration tools so that you are not unnecessarily customizing application objects. To ensure you maintain a fully upgradable and supportable environment, Application Builder should be

used only after you've exhausted the possibility of meeting your needs through Desktop Configuration.

This includes such things as:

- Adding a custom field to an existing screen (use the Attribute Configuration tool)
- Getting automation to fire when a field value is changed (use the Business Rule tool)
- Getting CityView to produce letters/documents (use the Letter Generation tool)
- Making label changes to fields or buttons (use existing label configuration settings, if available for your situation)
- Making data entry fields read-only or required (use the Business Rules tool)

Note: Nothing you do through the CityView Desktop configuration tools will cause customizations to core PreBuilt objects.

Training Requirement

Application Builder is a full development environment. It has a full programming language built into it and can be used to implement solutions for virtually any need. That being said, it presupposes the user has a solid knowledge of database design and software development. For this reason, all users of Application Builder should have a reasonable technical skill level (experience with a similar type of development tool, such as Microsoft Access, would be an asset); and, they should receive their Application Builder training from an MS Govern trainer.

All customizations need to be thoroughly tested before being put into production. It is strongly recommended that you maintain a dedicated **Development** environment (separate from your **Test** environment.) MS Govern will not support any modification made by Application Builder if it was made directly into a production environment without first being tested and deemed functional in a development or test environment.

Avoiding Unnecessary Customizations to the PreBuilts

The system is designed to work a certain way and things like screen layout standards are strictly adhered to throughout the application. We strongly discourage any change that is purely aesthetic in nature (e.g. changing the background color of a form, or changing the text color in a field, or re-arranging the fields on a form) because such changes mark the **entire form** custom, rendering it non-upgradable while having no real offsetting value.

Minimizing the Number of Custom Objects

While heavily customized PreBuilt environments introduce complexity and time to the upgrade process, custom objects that are created entirely by you do not impact the upgrade process. Complexity is only introduced when a core object is customized, as it then needs to be determined, at the time of the upgrade whether or not there is risk to the system as a whole if

we cannot give you the latest version of that object. If the object was created by you in the first place (i.e. it does not exist at all in the PreBuilts) then there is no problem.

The key is ensuring that you do not impact core objects while you are creating your own objects. For example, if you are creating new reports, put them in a custom Catalog rather than putting them in the PreBuilt "Reports" Catalog. This way, your new objects are all self-contained and have no impact on other core objects. Other good examples are buttons that launch third party websites or do other pieces of automation that are not related to a specific screen. Custom buttons should be placed on the ribbon, as opposed to placing them on a core PreBuilt screen. Placing them on the screen causes the entire screen object to be marked as custom.

Likewise, any new data entry forms, or form sections, should be placed on brand new screens so that they do not cause a core object to be customized. If you need a SQL view to facilitate writing a new report, even if that view is very similar to a view that already exists in the system, it is best to make a copy of the view and base your report off of the copy. That way, if our view changes in future versions, you will receive any benefits of those changes, and our changes will not adversely affect your report.

When creating custom reports, it is best to always work off of a copy of a core PreBuilt report, rather than modifying a PreBuilt report directly. We may make changes to the PreBuilt report that would benefit your users, but if you've customized the report, you will not receive the benefit of those enhancements when you upgrade your environment. If you make a copy of the report, you will always be assured that your custom report will remain untouched during upgrades but you will continue to benefit from whatever enhancements we release.

Recommendations
Below are some recommendations on how the requirements specified in the City of Sunnyvale RFP could be customized so as to minimize the number of custom objects, ensuring your environment can be easily upgraded.

7.3 Is able to add new building permits and assign a project number only after certain specified fields are completed.
Make the out-of-the-box Permit Number default value expression simply return False so that it does nothing even when it fires. Then put a value change rule on each of the pertinent "specified fields" to check if all the other specified fields have values; and, if so, fire a custom utility expression that calculates the permit number according to your requirements specified below.

7.4 Is able to assign 8-digit project numbers that begin with the current calendar year in a 4-digit format and the sequential building permit number in a 4-digit format starting with 0001 on January 1 of each year (e.g. 2010-0001).
As described above

7.12 The project's contractor, applicant, and designer fields will be looked up & copied from the customers table, not linked directly, so changes to the customer data do not change historical data.

Create a field in LinkGNContact that will store the Contact's Description (similar to what we do with the LinkGNLocation "Location" field.) The calculated field expression that currently sets the grid cell should be changed to return the value of that new field so that you don't need to show the new field in the grid (that would require a form change.)

Note: there are calculated fields in all the modal windows where Contacts are displayed so there are a lot of places where the calculated field expression would need to change.

8.13 Is able to check if the related APN has a parcel submittal checklist and, if so, asks the user if they would like to copy that submittal checklist to the current project.
Create a new foreign key field in GNRequirement called GNAssessViewID. Create a SQL View based on GNRequirement and relate the view to AssessView. Then create a new form based off of one of our other Submittal Checklist forms (because that will have the appropriate layout.) Take that new form and add it to Property Information. Modify the custom form to remove the section for GNSubmittals because the requirement doesn't say to be able to track submittals against the property, only the submittal checklist. Repoint all form elements to the new GNRequirement View.

9.12 Provides link to other data base or web-site for data verification or auto-check (such as business license, contractor's license, etc.)
If the data exists in a database on the network, then create a BVC (before value change expression) that calls SQLExec() to check if the other database fulfills the necessary requirements (use Linked Servers if the databases are on different servers).

Alternatively, if the data resides on a third party website, then create a button expression that uses a ShellExec() to call the website. This expression can be bound to a custom button if the user is supposed to be able to launch that website from within CV.

12.1 Provide the ability to enter, update, and maintain operational data, such as Business Attraction data, Business Retention data and Business Improvement District and Business License data
Sounds like custom schema and custom sheets within the Licensing PB. Since it's all new objects, as long as there is minimal interaction with core objects there should be minimal impact.

12.5 Is able to view the total number of employees for businesses displayed as the result of search criteria.
One possible suggestion is to create a CityView Desktop (pivot) report so that you can set the criteria for the businesses to be whatever you want, and then just have the report aggregate the number of employees.

12.6 Is able to view aggregated sales tax data for businesses queried with a minimum of five businesses included in the query.
One possible suggestion is to create a CityView Desktop (pivot) report so that you can set the criteria for the businesses to be whatever you want, and then have the report aggregate the sales tax as needed.

12.11 Assigns businesses to a Business Improvement District (BID) based on geographical location of the business.
Sounds like it will require a spatial query, so write a utility expression to do the spatial query and use a business rule to fire the utility expression at the desired point in time.

12.13 Provides access to outside web based resources.
Should be a custom ribbon button with an associated button expression

Summary

Application Builder is a powerful development tool that can allow you to change virtually any aspect of your PreBuilt application. The ideal use of this tool is to create new features, not to modify core application components of the PreBuilts. Modifying core application components increases the complexity of upgrades and limits your ability to take advantage of the latest improvements that the PreBuilts have to offer.

Changes made using Desktop Configuration tools are always supported and do not impact your upgrade path. Changes made using Application Builder that do not result in core application objects being modified also do not impact your upgrade path. Changes that introduce complexity to the upgrade process will be manageable through the upgrade process provided the guidelines in this document have been followed and there is a not a large number of core objects that have been customized. Heavily customized environments that have not followed the guidelines document and best practices imparted during Application Builder training may incur costs for PreBuilt environment upgrades. . Any changes that are pushed into a production environment without being tested in a development or test environment first are not supported.

Appendix A: Naming Conventions

There are a few naming conventions that we follow rigorously and it helps us to easily identify customizations "at a glance" so that the upgrade process is easier.

- Custom fields (in core PreBuilt tables) should always be prefaced with "att". This allows our staff to easily identify fields that are client-specific and not part of the PreBuilt schema. For example, if you wanted to add a field to track the Number of Employees for a Business, you might want to call it NumEmployees but we request that you call it attNumberEmployees.
- Custom expressions names should always contain the identifier "C2". This allows our staff to easily spot client-created expressions. For example, if you wanted to create an expression that executes on the **before value change** event of the Permit Status field to check that the user isn't trying to set the Status inappropriately (e.g. it can't be set back to Pending once it's already been Issued), you might want to call this expression bvcPermitType but we request that you call it bvcC2PermitType.
- Custom tables, views, searches, filters, etc. should also contain the identifier "C2" in their name so that our staff can easily identify them as custom objects.
- Any **custom** expression should be commented (at the top) so that our staff can easily understand the purpose of the expression.
- Any modification to a **core** expression should be commented with the "C2" identifier at the **start** and the **end** of the customized portion of the expression so that we can easily pick out which part of the code was customized.

Expression Naming Conventions

Use the following Matrix to define Expression Names. Expression Names are restricted to 25 characters or less so some truncating may be required.

Prefix	Table or Field Name	Type	Function	Name
bfa	PRPermit	BeforeAdd		bfaBIApplication
bvc	PRPermit	BeforeChange		bfcBIApplication
btn	GNContact	Button	Update Contact	btnGNContactUpdateContact
dex		Data Exchange		dexCACashierBatch
dat		Data Expresssion		datCACashierTransform
cal	GNFee	Calculated	Total Fees	calGNFeeTotalFee
def	GNActivities:dateEntered	Default Value	Today's Date	defTodaysDate
fmv		File Move		fmvPRMoveAttachment
fil		Filter Expression		filCEClosedCases
luf	LookupContactType	LookupFilter	Filter for Inspectors	lufLookupContactTypeInsp (Truncated)
flo		Form load		floCEActivityTracking
add	PRPermit	OnAdd		addPRPermit
ent	PRPermit:Type	OnEntry		entPRPermitType
ext	PRPermit:Type	OnExit		extPRPermitType

frm	OnForm	Show Status	frmShowPRPermitStatus
pae	OnPrintAll		
sar	Search and Replace		
dat	Data Expression		
dex	Data Exchange		
utl	Utility		utlCalculateHoliday
sch	Scheduled Exp.		schPermitExpiration
tag	Tag Expression		tagCELastInspected
web	Web Service		

Appendix B: Coding Standards

To make your code as "supportable" as possible, you should follow our own coding standards. This will have the added benefit of helping you read and understand the expressions that exist (out-of-the-box) in your environment.

Header

At the top of each expression there will be a multiple line header comment. This comment block will be demarcated by a comment line with 37 '-' (lines up with end of expression name field).

If at any point in the lifespan of the expression it is modified, use the format outlined below.

```
; Description:  Sets PRInspection status to "Passed".
; Created:  Vince Liderth
; Modified: Changed references from SubPermit to Permit.
; Application Object(s):  PermitApplication
; -----------------------------------
```

Code Examples

Commenting your Code

```
...
; User has unchecked the box.  We need to close the ALERT record previously created by this
inspection's stop work order:
ForEachRecord( "ALERT" )
        If (Alert:CauseRecorDID == PRInspection:RecordID AND IsEqualNoCase
(Alert:CauseTableField, "PRInspection:RecordID"))
                ALERT:Status = _CONFIG:GNAlertClosedStatus
                ALERT:dateClosed = Today
                MsgBox (True, "Stop Work Order removed. The related property alert has been
closed.", "I")
                Break
        EndIf
EndFor

...
```

IF Statements

```
...
dayOfWeekDateIn = DayOfWeek (dateIn)
flagWeekend = False

; Date cannot fall on a weekend.  If the dateIN day of week falls on a weekend, advance dateIN
the correct number of days to Monday:
If (Val(dayOfWeekDateIn) == 1)
        dateIn = dateIn + 1
        flagWeekend = True
Else
        If (Val (dayOfWeekDateIn) == 7)
                dateIn = dateIn + 2
                flagWeekend = True
        EndIf
Endif
```

FOR Loops

```
; Construct a list of reviews to add to the permit based on the inspections that have been added
by the user:
allReviews = ""
inspectionReviews = ""
counter = 0
endValue = CountSubstrings (inspectionTypes, ",", False) - 1
```

```
For (counter, 1, endValue, 1)
        thisInspection = GetStringBetween (inspectionTypes, ",", ",", False, False, counter)
        inspectionReviews = SQLAggregate ("LookupPRInspectionType", "DefaultReviews", "Min",
Append ("Code = '", thisInspection, "'"))
        allReviews = allReviews + "," + inspectionReviews
EndFor
```

Using Constants instead of Hard Coded Values

Constants can be defined in CityView Manager in the Custom Application Settings table.

DON'T
```
maxAlert = ContextAggregate ("Alert", "Type", "MAX", "Status = 'O'") ;HCV
If (maxAlert < 2)
        maximumAlertLevel = _CONFIG:AlertLevel1
Else
        maximumAlertLevel = _CONFIG:AlertLevel2
EndIf
```

DO
```
maxAlert = ContextAggregate ("Alert", "Type", "MAX", "Status = ' " + _CONFIG:AlertOpenStatus +
"'")
If (maxAlert < 2)
        maximumAlertLevel = _CONFIG:AlertLevel1
Else
        maximumAlertLevel = _CONFIG:AlertLevel2
EndIf
```

Naming Standards

Table and field names: use Pascal Case (e.g.: "ApplicationNumber", "PLApplication")

Exceptions: Date, boolean and historical field names will use Camel case (e.g.: "permitNumber"):

- dateEntered
- flagSent
- histAPN

Variable names: use Camel Case

Variables should be instantiated immediately following the expression header:

```
parseString = ""

counter = 0
```

The exceptions to this rule would be when the expression is long and it makes more sense to instantiate the variable closer to the place where it is used; or, when a variable is only needed in the scope of the IF or FOR block.

Variable names should be descriptive, e.g. applicationNumber (as opposed to appNum)

Do not prefix the variable with an indicator of its data type unless it is a date or boolean type. The name of the variable should be descriptive enough to indicate what its data type is.

CityView functions names should be typed exactly as shown in the function list, e.g. CountSubstrings() not countsubstrings()

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:

1. CityView Standard Support Service Level Agreement

2. Contract Term: 1 Year (renewable annually)

3. Support Channels: Web, Telephone or Email

4. Support Requests Allowed: Unlimited

5. Remote diagnosis of operational issues related to the Software, provided that COUNTY has obtained, at its cost, the necessary software, hardware and instruction to allow CITYVIEW to provide such assistance.

6. Updates for the Software at no extra charge, these updates to include minor changes, enhancements, improvements and problem resolution, as well as Software Releases.

7. **Who Can Report:** Up to three users assigned by the COUNTY and registered with CITYVIEW can submit support requests. These individuals must be trained in the use of CityView and constitute the first line of support for the organization.

8. **Hours of Coverage:** Coverage hours are 6:00 a.m. to 5:30 p.m. Pacific 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.)

9. **Accessing Support:** The preferred method of opening a support incident is to enter the problem details through CITYVIEW's online support system. Telephone support requests should be preceded by filing an electronic support request on CITYVIEW's 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 the call is not answered live, CITYVIEW asks that the Customer leaves a message, including the support request tracking number the Customer received from the electronic filing, the Customer's name and phone or pager number. Messages are typically responded to within two hours.

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

11. **Request Response Time:** A technical support engineer will respond to all requests within the time frames specified in Table 1. Business hours are 6:00 a.m. to 5:30 p.m. Pacific 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. CITYVIEW processes requests in the order of their priority followed by order of submission.

12. **What CITYVIEW will do if CITYVIEW does not hear back from the Customer:** If CITYVIEW Support does not hear back from the Customer in ten business days, CITYVIEW will close the support request and mark it as "Closed / No response from customer."

13. **Resolution of Bug-Related Requests:** CITYVIEW will keep the Customer's request open and follow up when a fix is available in a production release. CITYVIEW will also contact the Customer representative if

CITYVIEW posts an experimental build that will help with the problem.

14. **What CITYVIEW Needs from the Customer**: CITYVIEW wants to be as responsive as possible to the Customer's support needs. To accomplish this goal, the CITYVIEW customer support staff relies on the customer's knowledge, self-sufficiency, and thoroughness during the troubleshooting process. The Customer will 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.

   (a) **Knowledge:** The Customer should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in the Customer's environment before the Customer installs CityView.

   (b) **Self-sufficiency:** CITYVIEW asks the Customer to be as self-sufficient as possible when the Customer encounters problems. The Customer can do this by referring to technical documentation for the Customer's environment and by searching the CITYVIEW Web site to determine if the Customer's issue is addressed before the Customer submits it to CITYVIEW's customer support staff.

   (c) **Complete information:** As with any troubleshooting process, accurate and timely resolution depends on information. When the Customer requests 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 the Customer's issue.

   (d) **Preparation:** If the Customer calls CITYVIEW for support, be prepared to provide the same level of information as is requested on the request submission form. The Customer can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide CITYVIEW Support with the request number. CITYVIEW asks that the Customer provides immediate access to the computer(s) on which CITYVIEW products are running.

15. **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:

   (a) **Web Support (preferred method):** CITYVIEW's 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.

   (b) **Telephone Support:** Telephone technical support is available between the hours of 6:00 a.m. and 5:30 p.m. PST on regular business days. Customers can contact CITYVIEW 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.

   (c) **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.

16. **Feature Requests:** If the customer comes across an idea that the customer thinks might make a nice enhancement to CityView, the customer's input is always welcome. Please submit suggestions through regular support channels. Unless additional information is needed, customer will not receive a personal response. Any suggestions for enhancements to CityView that the customer submits 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 the customer.

17. **Limitations:** The following are not covered under this Support Service Level 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.	• Users cannot login • Business process halted
2 (Medium)	Operation affected, but not down. Business process is not affected. Workaround may be available.	4 Hours	CityView and customer will commit resources during normal business hours to resolve issue or obtain workaround.	• Cannot print • Cannot process 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.	• 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.	• Help file clarification • Form design not in production

* Response time targets are during business hours only.

Schedule D

Response to Kane County RFP #33-013
Under separate cover.

Schedule E

Statement of Work

I. Table of Contents

II. Background

The County of Kane has been a long standing CityView customer since 2001. Initially the County had implemented a custom CityView solution which met their needs at the time.

Recently the County has determined that:

- The current CityView software has reached the end of life. It was purchased in 2001 with a final upgrade in 2007.
- CityView uses Microsoft Server 2003 (end of life 2010), leaving it unsecure and vulnerable.
- CityView uses Microsoft SQL Server 2000 as its database. SQL 2000 cannot be upgraded to 2013 due to incompatibility issues. Microsoft SQL 2000 is no longer supported by Microsoft.
- CityView can no longer be upgraded in its current platform, which has been customized by the IT Department programmers using Boolean logic from Microsoft Access database. The new platform will be based on Prebuilts and is highly configurable.
- The current application must be configured at each desktop with a client, while the new platform uses a hybrid web interface.
- Currently, we must use crystal or excel for reports. The new platform has built-in reports and various reporting tools.
- Document storage currently is in file folders. The new platform will interface with Laserfiche for storage and retrieval of documents.
- CityView 2013 has capabilities on the web that allow the public instant access to answer question that now require a person to respond.

As a result of awarding RFP#33-103 to CityView, the County intends on upgrading to the latest CityView platform utilizing the CityView PreBuilts.

III. Goals

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

o   Improve turnaround time for development-related project and permit applications

o   Increase accuracy and consistency of application processing to ensure quality and customer service

o   Improve staff productivity by reducing time lost in researching status and project history and improving accessibility to information through mobile applications

o   Provide centralization and automation of key service delivery

o   Enhance customer satisfaction by streamlining the application process and providing access to services online

o   Increase sophistication to support customer demands

o   Reduce errors and remove complexities from fee collection by providing a structured framework for fee assessment, collection and tracking

o   Standardize business processes, rules and fees

o   Improve communication and information flow among departments

o   Integrate land development information using a GIS based-approach

o   Build the structure for future upgrades and improvements

o   Increase and improve transparency – open government

IV. Scope

Inclusions:

- o Install CityView Property Information, Permits & Inspections, Code Enforcement, Planning, Business Licensing, Animal Licensing and Cashiering. In addition, CityView will provide the licensing for CityView Portal but no configuration services for portal will be provided unless agreed to through a formal change order.

- o CityView is providing the County with licensing for CityView Portal. CityView Portal provides a set of functionality integrated with the following PreBuilts: Property Information, Permits & Inspections, Code Enforcement, Planning and Business Licensing. Should additional Portal requirements be identified, the development of those would be quoted and agreed to through a formal change order. Should additional Portal requirements be identified, the development of those would be quoted and agreed to through a formal change order.

- o Collect County specific data and organizational processes (workflows, business rules) and use these to populate the CityView PreBuilts. This includes Data Mapping of historical data conversion along with collection of interface requirements with Laserfiche. Data Conversion costs are estimates based on our understanding of the conversion requirements and will be confirmed upon further review of requirements with the County. Should the integration efforts exceed the number of hours estimated, no work will be completed until agreed upon by both parties through the formal change order process. Data Conversion for cashiering has not been included.

- o Provide a hardware and software infrastructure questionnaire for completion by the County. 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.

- o Configure the CityView PreBuilts for Property Information, Permits & Inspections, Code Enforcement, Planning, Business Licensing, Animal Licensing and Cashiering. This is envisaged to include the following:

    - o Lookup table data

    - o Custom data fields for specific data capture requirements – customer staff who will be attending the Configuration Training are encouraged to contribute to this development as it is an important element for the evolution of the system after go-live

    - o Fees specific to the processes being tracked through the system. The Fees to be configured are based on the Fee Schedule provided at time of configuration. Should a new Fee Schedule be approved midway through implementation, configuration of the new Fee Schedule will not be completed without a formal change order.

    - o Business rules governing Permits & Inspections, Code Enforcement, Planning, Business Licensing, Animal Licensing and Cashiering.

    - o Creation of Resource Groups and assignment of users to those resource groups

We have completed a review of the County's custom CityView 8 system and as a result have based our proposal on the following:

- o Property Information- we have included 48 hours for integration with the County's central property data source

o Permits & Inspections – in our opinion, this PreBuilt can be used for all Building Permits, Health Permits, Storm Water Permits, Well and Septic Permits, Access Permits, Gathering Permits, and Fireworks Permits. We have included for 2 workflows to be configured in this PreBuilt. Should additional workflows be identified during the Project Definition Phase, CityView will not proceed with the configuration of additional workflows without a formal change order. The County may decide to configure additional workflows as required following onsite configuration training and go live.

o Planning – manage all aspects of planning applications. We have included for 1 workflow to be configured in this PreBuilt. Should additional workflows be identified during the Project Definition Phase, CityView will not proceed with the configuration of additional workflows without a formal change order. The County may decide to configure additional workflows as required following onsite configuration training and go live.

o Licensing – manage Liquor, Massage, Business and Health Licenses. We have included for 1 workflow to be configured in this PreBuilt. Should additional workflows be identified during the Project Definition Phase, CityView will not proceed with the configuration of additional workflows without a formal change order. The County may decide to configure additional workflows as required following onsite configuration training and go live.

o Animal Licensing – manage all Animal Licenses, we have included 16 hours for development of 2 custom screens for additional Animal Control needs such as kennels. We have included for 1 workflow to be configured in this PreBuilt. Should additional workflows be identified during the Project Definition Phase, CityView will not proceed with the configuration of additional workflows without a formal change order. The County may decide to configure additional workflows as required following onsite configuration training and go live.

o Code Enforcement – manage all types of complaints, Health, Building, Code, etc. We have included for 1 workflow to be configured in this PreBuilt. Should additional workflows be identified during the Project Definition Phase, CityView will not proceed with the configuration of additional workflows without a formal change order. The County may decide to configure additional workflows as required following onsite configuration training and go live.

o Cashiering – manage all payments associated with the purchased PreBuilts.

o We have included for the development of 4 additional custom screens (2) for Health Establishment information and Inspections (scoring) and 2 for Animal Licensing for Kennels

o No custom Reports have been included; we envisage that any additional reports can be created by the County

o Letter Configuration – while there are no letters to be configured by CityView as part of this project, and the County will configure the required letters following the configuration training, CityView is available for consultation on a time and material basis at $150/hr.

o Implement user security settings according to customer completion of organizational role spreadsheets defining the out the box organizational roles inherent in the PreBuilts

o Capture the County's relevant historical CityView data and convert it into the PreBuilts. This estimate has been provided and will be confirmed upon review of the data to be converted. Should the data conversion efforts exceed the number of hours estimated, no work will be completed until agreed upon by both parties through the formal change order process.

- o Setup of the CityView integration with ESRI ArcGIS Server 9.3.1 or later, providing assistance with map creation, layer properties and map referencing in CityView

- o Configure CityView's integration with Laserfiche in accordance with CityView's existing Document Management System framework.

- o Configure CityView's MS Exchange Integration to work with the County's MS Exchange Server. The integration will check the inspector's availability in exchange and if available post the activity to their calendar. Should additional functionality be required, CityView will provide a quote based on the defined requirements.

- o Provide a site license and install CityView Outlook Add-in license covering all CityView users. MS Outlook Add-in requires MS Outlook 2010 or 2013, and the County is responsible for applying the settings for each of their Outlook users.

- o Software installation (remote) and environment management during implementation. Includes management of the environment through PreBuilt merges, CityView upgrades, etc. through the life of the implementation and includes the installation of both Test and Production environments,

- o Conduct the following Training:

Training Course	Number of Students	Number of Days
Validation Training	Maximum 6 per day	10 days
End User Training – training on configured application	Maximum 10 per day	11 days
Report Writer	6	1 day
Configuration Training	6	4 days
System Administration (remote)	4	1 day

Note: Configuration and Report Writer training is intended to be completed early in the implementation to allow the County to configure the required letters prior to Validation Training.

Exclusions:

- Provision of hardware, databases and third party software

- Setup and support of network infrastructure supporting CityView

- Any Letters, unless agreed to through change order

- Workflows other than the 6 included in the budget, unless agreed to through change order

- Reports, custom SQL Views and custom searches other than those delivered as part of the PreBuilt products, unless agreed to through change order

- Any customization other than those defined below or interfaces other than GIS and Laserfiche

- Non-standard configuration – standard configuration would be what is provided in the "Inclusions" above. Examples of non-standard configuration would include; invoking record-level security on specific fields; 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 for permit expirations and license renewals;

- Data conversion of historical fee payment information.

- CityView is providing the County with licensing for CityView Portal however no setup or configuration is included, and should the County require additional Portal functionality to be developed and supported, or setup and configuration services, the requirements will be defined and quoted separate from this Statement of Work

Assumptions:

- Data Mapping and conversion of historical data are estimates to be confirmed following a detailed review of the historical data to be converted during the initial data mapping exercise. The assumption is that historical data to be converted is in the existing CityView database

- Customizations – the following Customizations will be completed by CityView. Should additional customizations be identified during the scoping exercise, no work will be completed until agreed to by both parties through the formal change order process.

  Customization # 1 – Development of 2 addition custom screens for animal licensing

  Customization # 2 – Development of 2 additional custom screens for Health – Establishment information and inspection scoring

- Integrations – CityView will complete normal integrations with GIS for parcel data, Laserfiche Document Management and MS Exchange.

- Single Phase Implementation – this project is assumed to be a single phase implementation. Should the County decide to break the project into multiple phases additional costs may apply, and will be quoted at such time.

- Project Status Meetings – bi-weekly conference calls will occur between the County's and CityView's Project Manager to provide a review of work completed, outstanding issues to be resolved, and work to be completed

- On-going Communication – continuous communication will occur between both parties throughout the life of the project, to ensure milestones, timelines and budgets are being met

V. Work Approach

The implementation will involve three phases: A Project Definition phase; a Solution Development phase and; a Go-Live Preparation phase.

CITYVIEW Implementation Approach
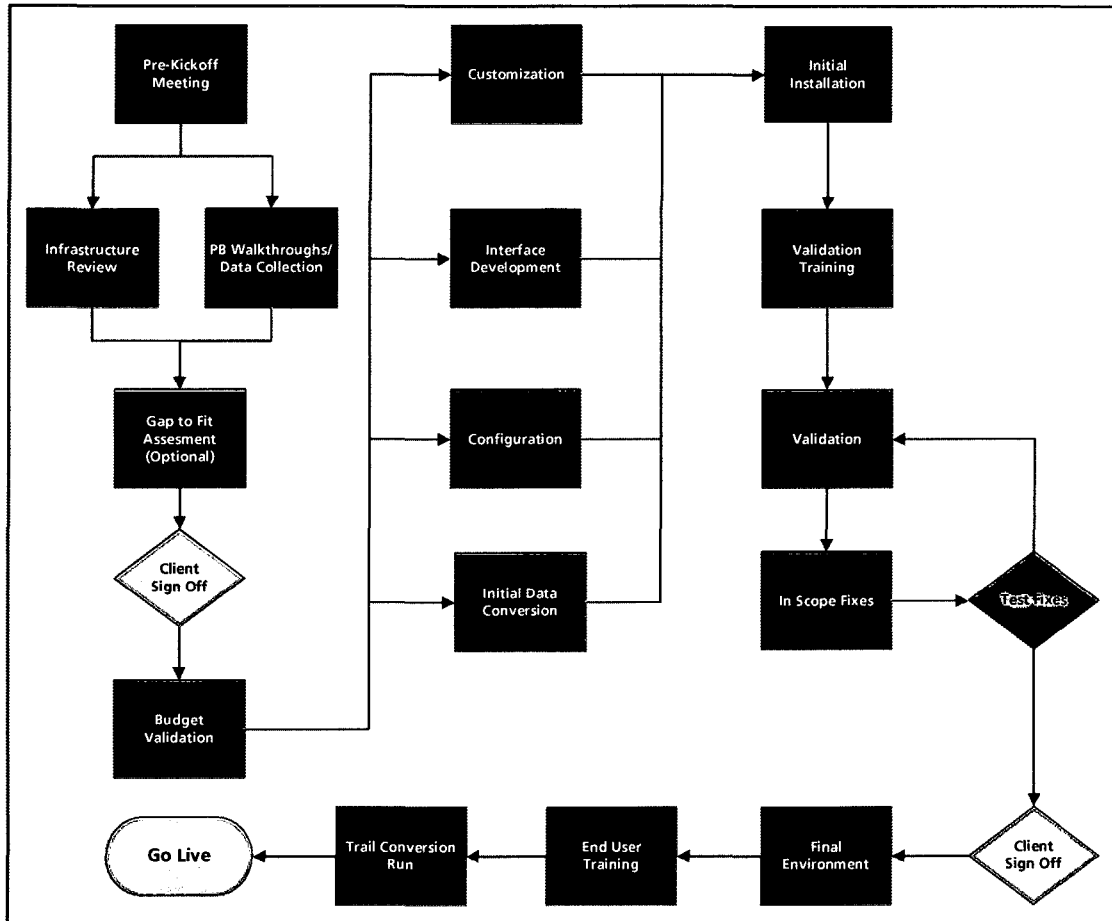
The above Figure shows the steps taken in each stage of the project. Client sign off is required before initiating a new phase. Sign off involves acceptance of all deliverables and confirmation of the budget and timeline for the next phase. Gap to Fit Assessment is not part of this project.

Phase 1: Project Definition

Pre-Kickoff Meeting

Your Project Manager will review all documentation with respect to the implementation in order to prepare the materials for project kickoff.

Remote Infrastructure Review

CITYVIEW will analyze your existing infrastructure to identify any potential areas that may result in sub-optimal performance. This will include verification of remote accessibility, available bandwidth and techstack compatibility. This review will be conducted remotely.

Should CityView be required at remote County facilities, CityView latency\load testing will need to be done to check performance of CityView at these remote sites.

PreBuilt Walkthroughs/Data Collection

CITYVIEW will provide the County with a package of data collection spreadsheets and sample data, as well as guidelines on how to complete the spreadsheets. This is accompanied by a walkthrough of the pertinent CityView PreBuilts to provide your Subject Matter Experts (SMEs) with an understanding of the workings of each of the modules and their data requirements for configuration. The key business process concepts inherent in each PreBuilt will be presented along with high level business scoping exercises that identify and define your workflow.

Data Collection and Mapping sessions will be conducted to impart the skills your SMEs require to complete their data collection and mapping assignments. Users will be provided with knowledge of CityView table structures and the formats required to streamline the data collection process.

This stage will also be used to better understand the interface requirements.

Budget Validation

Once all of the data is collected from the County, the CITYVIEW Project Manager will review requirements in accordance with this statement of work and contract documentation and identify anything that cannot be met with standard configuration tools. The Project Manager will also validate any estimates made as part of this proposal, including:

- Data conversion requirements

- List of customizations and additional interfaces identified in the data collection process, if any

If budget validation reveals that any estimates provided were insufficient, our Project Manager will inform the County of such and prepare appropriate change order requests. The next steps will not commence until sign off on Budget Validation and data collection occurs. This protects both parties against the risk of unclear expectations.

Phase 2: Solution Development

Initial Data Conversion

Data conversion will commence once both parties are comfortable with the output of the data mapping exercise. The County is requested to provide data in one of the following formats: MS SQL Server, .mdb, .dbf, or .txt. The initial data conversion will run the scripts to provide a means for verification of correctness during the validation stage of the project. A final iteration will be completed immediately prior to go-live.

Data Conversion Assumptions

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

> ➤ Data has been cleaned prior to delivery to CITYVIEW

> ➤ Data mapping has been reviewed and signed off by both parties before proceeding to data conversion

> ➤ Data is provided in one of the preferred formats: MS SQL Server, .mdb, .dbf or .txt

Configuration

CITYVIEW will configure the CityView PreBuilts with the data collected and signed off from Phase 1: Project Initiation. A single development environment will be created and the Implementation Specialist will lead the configuration of that environment. This will involve the following components:

- **Letter Template Development** – Following Letter Configuration training, the County will develop all required letters prior to validation training. This configuration will occur through remote access to the County's development environment.

- **Fees, Valuation and Work Items** - All the fees associated with the CityView PreBuilts for Permits & Inspections, Planning, Code Enforcement, Business Licensing, and Animal Licensing, including the automated business rules needed for automatic calculations based upon work items, will be configured in your CityView environment.

- **Activities Workflow** – All activities, based upon the details provided surrounding your business processes, are configured to streamline your workflow. The County is asked to work cooperatively with CITYVIEW to contain the need for any workflows above the 6 included in this project. Should additional workflows become necessary, additional charges may apply. Workflows configuration tools are provided as part of the product.

- **Custom data fields** - Custom data fields to meet your specific data capture needs will be defined for each pertinent table where they are required and configured accordingly, along with the business rules to apply these data fields where appropriate.

- **Lookups** – All lookup data defined during Phase 1: Project Definition is entered into the system.

- **Business Rules** - business rules are configured in your environment, that are tied to workflows, lookups, activities, letters, fees, valuations and status changes.

- **Security** – users are assigned to the organizational roles that are pre-defined in the PreBuilt products, based on information collected during data collection. Should additional user-level and record level security be required other than as defined in the PreBuilt organizational roles, additional costs may apply.

- **Batch Rules** – batch rules are configured according to the requirements for license renewals and project follow-up.

Customization

Any customization needs identified during data collection and agreed to by the County through authorized change order, will be undertaken at this point.

Interface Development

Interfaces included in our response to the County's RFP will be developed. Should additional interfaces be identified during the data collection stage, no work will proceed until agreed upon by both parties through a change order.

Phase 3: Go-live Preparations

Initial Installation

A trial installation will be conducted, for the purposes of testing the network infrastructure for use of CityView and to provide training for the network administrators on its installation. Depending on the project plan, this installation may occur early in the project. The development environment hosted at CITYVIEW's headquarters will still be the principal environment for validation and refinement, however.

Validation Training

CITYVIEW will undertake on site Validation Training with your SMEs, to impart the skills required to test and validate your CityView solution prior to go live. Users will be taught to:

- Navigate the system through County-specific processes and workflow.
- Generate and test fees.
- View and validate look up tables.
- Generate and test letters and documentations which have been configured.
- Use scenario-based examples to test and validate automated business rules.

Validation

Validation will be undertaken by the County, to review the development environment for correctness of configuration and customization according to the data collected from Phase 1. The County will inform CITYVIEW of configuration/customization shortcomings through this process.

Validation will be conducted against the development environment, hosted at CITYVIEW. A customer feedback form is provided within the environment for immediate feedback and reporting of issues to our implementation specialists and developers.

In Scope Refinements

In scope corrections from the process of Validation will be conducted. If out of scope issues are raised through Validation, these will be handled through approved change orders. After all fixes deemed essential for go-live are provided and retested, deployment will commence. Provided the acceptance criteria have been met, the County is asked to formally accept the delivered solution.

Final Environment

After the final environment receives client sign off we will perform a data conversion in order to establish an environment that can be used for training purposes.

User Training

CITYVIEW will conduct on-site training for all of the front line and advanced users identified in the training plan.

Final Conversion Run

Immediately prior to go-live, we will conduct the final data conversion to bring your data completely up to date.

Go-Live

After go-live, we will provide three (3) days of go-live facilitation where an implementation specialist will be available to help the users with questions as they arise, easing their concerns and complementing their training.

During go-live facilitation the CityView project team will work on and off-site with the County to record any known issues. Onsite assistance will be provided by the Implementation Specialist. 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 for tracking the business processes implemented.

During the first 6 weeks after go-live, the project team will begin to familiarize and transition the project to the Technical Support group. At the end of 6 weeks the Project Manager will arrange a formal hand-off involving the County, the CityView Project Manager and the CITYVIEW Support group formalizing the transition of any new defects, bugs and support issues to the Support team.

CityView®

V1 Training plan

The training program is designed to provide your end users with the ability to use CityView for their day to day activities and your Subject Matter Experts (SMEs) with the skills to maintain your solution. The table below details the training plan.

Training Plan

Course	Objectives		
Validation Training (onsite)	This training provides users with the skills required to test and validate your CityView solution prior to refinement and ultimately go-live. It is conducted following the initial configuration of your development environment. Users will be able to: - Navigate the system through Customer-specific processes and workflow. - Generate and test fees. - View and validate look up tables. - Generate and test letters and documentations which have been configured. - Use scenario-based examples to test and validate automated business rules. They will also receive coaching sessions to ensure they have the skills to test our applied fixes prior to go-live.		
	Duration: 10 days	**Users: SME**	**Maximum#: 6**
End User Training PreBuilts (onsite)	This course is designed to enable business users to effectively use CityView PreBuilts in order to fulfill their daily work activities. The course provides specific instruction on how to navigate and complete tasks within CityView. It will cover tasks such as completing an application, adding contacts, attaching files, tracking activities and outcomes, applying and paying fees, producing correspondence, mapping basics, and running reports. Users are able to: - Understand the key concepts that make up the business process. - Be able to navigate and complete tasks relevant to day today activities. - Be able to walk through a business activity based workflow.		
	Duration: 11 days	**Users: All**	**Maximum#: 10/session**

Configuration Training (onsite)	This course is focused on enabling users to configure, maintain and evolve their business process within the CityView PreBuilt environment. Concepts that will be covered include Letter Generation, Automated Business Rules, Maintaining your Activity Based Workflow, Fee Maintenance, Holiday Configuration, Building Batch Processes and Maintaining Lookup values. Users will be able to: • Create and modify Letters. • Create and modify Fees. • Improve and evolve the Activity Workflow. • Keep your system current by updating Lookup tables and creating and maintaining custom attribute fields.

Duration: 4 days	**Users: Advanced**	**Maximum#: 6**

Maintenance/System Administrator Training (remote)	This course is designed to provide administrators responsible for managing CityView with the general knowledge of how to install and upgrade versions of CityView, change user rights and manage security. The advanced course will go into additional detail on the architecture of the CityView platform as well as how to maintain the CityView Portal. Course participants will walk through typical system maintenance and troubleshooting examples, which will teach them the tools, techniques and terminology applicable to CityView, enabling them to not only support the business users in their organization but also to communicate more effectively with CityView's Technical Support team. They will be exposed to our best practices approach for Security Maintenance; and, they will learn the processes for installing and upgrading the CityView environments. Students will be instructed in the use of the CityView Manager client, and they will gain an understanding of the architecture behind CityView. Additional topics that may be covered include: configuration of Microsoft Exchange, Web Server settings, LDAP settings, Mapping, and Document Management settings.

Duration: 1 day	**Users: Advanced**	**Maximum#: 4**

Reporter Training	CityView's fully integrated SSRS-based Desktop Reporter and Designer and custom report designer provide all of the features that you would expect from other industry-standard reporting tools. In this course, students will learn everything they need to know about creating simple reports, including pivot reports, detailed reports, charts, graphs, filters, subsections, and aggregate fields. Additional topics may include: complex report writing, views, and on-form expressions

Duration: 1 day	**Users: All, Advanced**	**Maximum#: 4**

Training is provided on County-provided hardware.

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 County are presented.

Step	Responsibility	Lead	Deliverables
Project Kickoff	CityView	CityView Project Manager	Hosted Development Environment, Project Plan
Infrastructure Review	CityView	CityView Infrastructure Review Expert	Infrastructure Review Document
Data collection/ discovery, including Data conversion and Interfaces analysis	Team	CityView Project Manager	Completed & signed-off Scope Document, including Budget Validation
Initial Configuration	CityView/County (for letters)	CityView Project Manager	Configured Test Environment, ready for Validation
Initial Data Conversion	CityView	CityView Project Manager	Configured Test Environment, ready for Validation
Customizations and Interfaces	CityView	CityView Project Manager	Implemented functionality in Hosted Development Environment, ready for Validation
Initial Installation	Team	CityView Project Manager	Client-site installed initial Environment
Validation Training	Team	CityView Trainer	Completed Validation training
Validation	County	County Project Manager	Completed validation feedback documentation
Refinement	CityView/County (for letters)	CityView Project Manager	Test Environment for Final Acceptance Testing
User Training (including advanced training)	Team	CityView Trainer	Completed training
Go-Live	Team	CityView Project Manager	Live production environment

Post Implementation Review	Team	CityView Project Manager	Post Implementation review Report

V3 Documentation

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

The main source of documentation is the CITYVIEW KnowledgeShare WIKI. The focus of the KnowledgeShare is to ensure up to date information is being maintained in one location, including details on new releases and the added functionality they contain.

CityView offers 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

> Signed-off data collection spreadsheets and Activity Map Diagrams.

> System development documentation - CityView Configuration and Application Builder user manuals

Ongoing help is further provided through CityView's context-sensitive, dynamic help feature of CityView desktop.

VI. Post Implementation Support

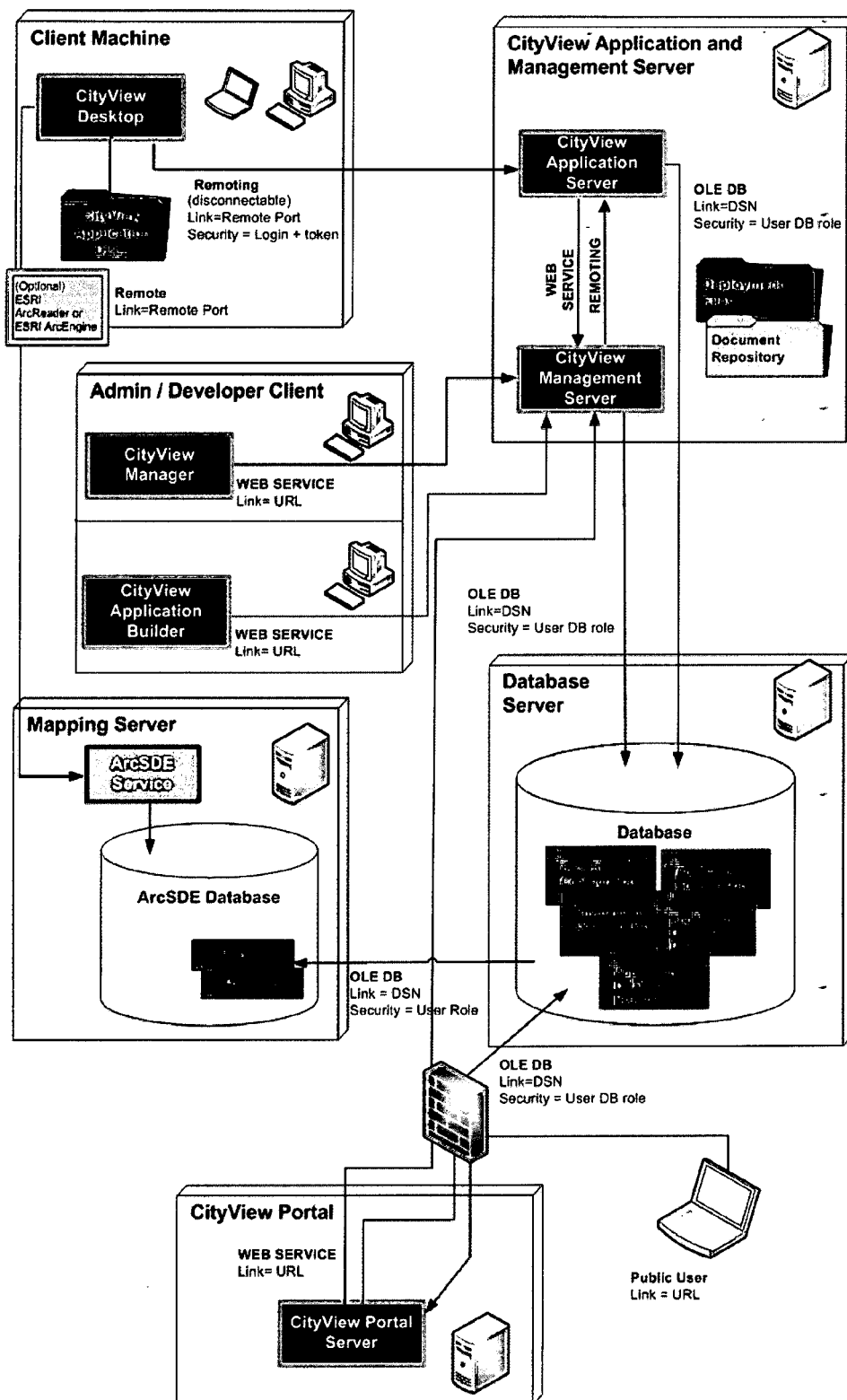Detailed in Schedule C, CityView Service Level Agreement.

CityView®

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, and 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 XP SP3 or higher supported

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 9.3.1\10\10.1 supported | Windows PC with 2GHz Xeon processor recommended

2 Gigabytes (GB) of RAM or higher recommended

300 megabytes (MB) of available hard disk space

Installation of CityView server components is not supported on domain controllers | Operating System: Microsoft Windows 2003 Server w/ SP2 or higher

Microsoft .Net 4 framework is required for Application, Management, and Web Servers

IIS: Internet Information Services 6 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 | Windows PC with 2GHz Xeon processor recommended

2 GB of RAM

2 GB to 5 GB hard drive space, dependent on database size. | | |

CityView®

Network Diagram for Typical Installation

Client Machine

CityView Desktop

Remoting
(disconnectable)
Link=Remote Port
Security = Login + token

CityView Application Server

(Optional)
ESRI
ArcReader or
ESRI ArcEngine

Remote
Link=Remote Port

CityView Application and Management Server

CityView Application Server

OLE DB
Link=DSN
Security = User DB role

WEB SERVICE

REMOTING

CityView Management Server

Deployment Files

Document Repository

Admin / Developer Client

CityView Manager
WEB SERVICE
Link= URL

CityView Application Builder
WEB SERVICE
Link= URL

OLE DB
Link=DSN
Security = User DB role

Database Server

Database

Mapping Server

ArcSDE Service

ArcSDE Database

OLE DB
Link = DSN
Security = User Role

OLE DB
Link=DSN
Security = User DB role

CityView Portal

WEB SERVICE
Link= URL

CityView Portal Server

Public User
Link = URL

CityView

CityView Recommended Technical Design

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

Internal Users (CityView Desktop)

Internal Users (CityView Desktop)

Distribution Network 100Mbps

Router

Server Farm Network 1Gbps

Firewall

Internet

DMZ

Document Server
File storage
Typically services include
LaserFiche or Fortis

SQL
SQL Server 2008 R2

CVTEST (Optional)
IIS
CityView Environment
Management Server
Application Server

Application Server
Multicore Service
Communicates to Desktops
and SQL Server handling
all data requests

Management Server
Manage Server IIS
Manages
CityView processes

Domain Controller
Active Directory

ArcGIS
ArcGIS Server
Queried for mapping within
CityView

Portal
Web Server IIS
CityView Portal utilized by
web browser/mobile

CityView®

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).

CityView®

Recommended Server Requirements

The following provides the recommended Server Requirements. Servers can be scaled out to additional hardware as demand requires and information is provided on this.

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

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 2003\2008 Server, Standard Edition

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.

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.

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 2003\2008 Server, Standard Edition

CityView Portal Server Configuration	
Module	**Description**
Processor	2 Ghz Dual Core processor (Intel Xeon or AMD Opteron)

CityView

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 2003\2008 Server, 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 2003\2008 Server, 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

CityView

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				✖		✖

CityView

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 Prior Versions	?	Windows phone 7	✔
Sql Server 2008	✔			Palm Pre	✔
Sql Server Express 2008	✔			Other devices	?
Sql Server 2005 + SP2	✔[1]	**Email Support**		**Web Service API**	
Sql Server 2005	✔[1]	SMTP	✔	Soap Toolkit 3.0	✔[2]
Sql Server Express 2005	✔[1]	mailto:	✔	Soap/XML Version 1.2	✔[2,3]
Sql Server prior versions	✘	CDO	✘	Office XP Web Services Toolkit	✔[3]
Document Management System Support		**CityView Portal Browser Support**		**CityView Mapping Support**	
SharePoint 2010	✔	IE7 to IE9	✔	ArcGIS Server, Standard or Advanced Edition v10.1 with SP4, 10.2	✔
HP Trim v7	✔	Firefox 4.0 or higher	✔	ArcGIS Server, Standard or Advanced Edition v10.0	✔
Laserfiche 8.3	✔	Chrome 3.0 or higher	✔	ArcGIS Server Standard or Advanced Edition v9.3	✔
Laserfiche Weblink 8.2	✔	Safari v?	✔	ArcGIS Server Basic Edition	✘
Fortis 2.4.1	✔	Opera v?	✔	ArcGIS Server prior versions	✘
Oracle IBPM (Stellent)	✔	Prior versions, Other browsers	✘		
Hosted Platforms Support		**Payment Processor Support**		**Virtual Hosting Support**	
Terminal Services (Windows 2003) 64bit	✔	PayPal's PayFlow Pro v 4.3	✔	Microsoft Hyper-V	✔
Terminal Services (Windows XP)	✔	PayPal's PayFlow Link v 4.3	✔	Microsoft Virtual Server 2005	✔
Citrix 1.80 and Above	✔	PayGOV	✔	VM Ware	✔
		iTransact	⧗		

⊘ In testing   ⧗ Planned

[1] Sql Server 2008 client components are required for merges   [2] Supported with Web Services API

? Not tested   [3] Supported with WebDAV API

CityView®

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:

> ➤ **Executive Sponsor**
>
> ➤ **Project Manager,**
>
> ➤ **Implementation Specialists/Trainers**
>
> ➤ **Infrastructure Analyst,**
>
> ➤ **Data Conversion/Interface Specialist,**
>
> ➤ **Application Development Team,**
>
> ➤ **Quality Assurance Team.**

Executive Sponsor

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

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

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 County's Project Manager
- Ensure successful delivery of CityView's tasks
- Participate, where necessary, in gathering of the business process requirements
- In coordination with the County'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 County's Project Manager
- In coordination with the County's Project Manager, co-conduct the project Kick-off meeting
- Review and approve CityView's data collection scope documents for Sign-off
- Seek sign-off on all CityView deliverables and approval documents from the County's Project Manager
- In coordination with the County's Project Manager, manage scope change control

- Assist the County's Project Manager in defining the training and Go-Live plans
- Support County in the Go-Live preparation steps
- Hold review & status meetings with County's resources
- Facilitate and provide timely resolutions to issues and concerns as it relates to CityView resources, project issues, etc.

Infrastructure Analyst & Development Environment Manager

The CityView infrastructure analyst (IA) works with the County to review the County'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 County, 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, ESRI map development and configuration, installation guidelines
- Coordinate initiation of the County's hosted Development Environment and manage this throughout the project, including updates and merges
- Together with the County's technical administrator, coordinate installs at the client site
- Prepare the Microsoft ClickOnce package for Desktop installs
- Deliver the System Administrator Training

Implementation Specialists

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

- Provide progress status to the CityView Project Manager
- Perform the data collection and work with the County's Subject Matter Experts (SMEs) to understand and collect the business requirements
- Work with the SMEs in designing the CityView Activities workflows
- Provide best practices recommendation and solutions where applicable
- Compile the data collection documents for the scope document
- Configure the Software based on the scope documents
- Unit test the configuration
- Provide configured system to Application Developer Team Lead and QA Team lead for configuration review and testing
- Provide validation and acceptance testing support
- Work with the County'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

Trainers

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

- Provide training to the different County 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 County to which CityView must create an interface
- Create the design documentation of the required interfaces
- Manage interfaces' design documents and revise according to County'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 County's Technical Experts regarding the interfaces
- Evaluate sample data structure from which CityView will be converting electronic data
- Provide data conversion analysis with the County'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 County's Data Conversion Expert in loading the preliminary cut of the converted data and test it
- Communicate directly with the County's Data Conversion Expert on any data conversion related issue / question

Application Development Team

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

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

Quality Assurance Team

Responsible for testing the quality of your CityView 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 County'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.

Typically we expect the **County's *project team*** to be comprised of:

➢ *Executive Sponsor*

➢ *Steering Committee*

➢ *Project Manager,*

➢ *Subject Matter Experts (SMEs),*

➢ *Data Conversion Expert,*

➢ *Technical Analysts/Experts,*

> ➤ **Database Administrator,**
> ➤ **Systems and Network Administrators,**
> ➤ **Application Administrators**
> ➤ **End Users.**

County Executive Sponsor

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

- Participate on the project Steering Committee
- Promote the project throughout the County
- Monitor the progress of the project
- Monitor the overall County impact
- Empower the County Project Manager and the core project team to make decisions
- Make timely decisions
- Maintain the authority to set priorities, approve overall scope and settle issues / priorities that significantly affect the project and the County
- Support the Project Managers in accomplishing the project goals
- Provide a vision of the County's goals
- Maintain an active relationship with CityView Management

County Steering Committee

Should the County wish to form a Steering Committee for the project (internal to the City), the Steering committee typically develops the vision for the project in alignment with the County's short term and long term goals and objectives. The Steering committee is suggested to be composed of the County Project Sponsor(s), the County's Executive Sponsor and the County's Business Leads. The Steering committee has the following responsibilities:

- Attend Steering Committee meetings
- Set priorities
- Approve scope and scope changes
- Resolve escalated issues
- Provide strategic guidance to achieve the define project goals
- Promote the project throughout the County
- Commit the required resources to the project and approve new ones when required
- Monitor the project progress
- Monitor the overall County impact
- Approve extensions to project timeline or addition of new County resources to resolve County -side delays
- Empower the County Project Manager and the core project team to make decisions
- Generate timely decisions
- Conduct periodic review of project progress
- Make strategic decisions to manage business and project risks

- Support both Project Managers to accomplish project goals
- Have an active relationship with CityView management

County Project Manager

The County Project Manager is responsible for the overall County deliverables and the day-to-day management of the project. This resource is the primary liaison between the CityView Team, the County'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 County's Project Manager:

- Manage all County 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, the Executive Sponsor 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
- Maintain project standards especially Scope & Status reporting
- Prepare, organize and co-conduct with the project kick-off meetings
- Manage the delivery and coordination of County 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 County'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

CityView®

County 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 County'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 County'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

- Attend data collection & validation training sessions
- Participate in appropriate project team meetings
- Work with the CityView IS to provide input into the analysis of the business requirements and review the Scope Documentation
- Work with the CityView IS to validate the configuration through validation testing
- Develop appropriate validation test cases based on business scenarios
- Assist the County'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 County's Project Manager in problem resolution
- Support End User Training and documentation preparation
- Must be present for Go-Live

County 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 County'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 County'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

County 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 County'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 County

County 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 County'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 County network and workstation administrators
- Manage and execute database installation and upgrade patches
- Participate in user access rights and privileges planning, definition & testing

County 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 County'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 County's Project Manager
- Participate in Go-Live preparation tests
- Should be present for Go-Live

County End Users

These resources will be trained on the proposed PreBuilts and components. Below is a list of responsibilities to be performed by the County'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

CityView®

IX. Project Schedule

Project Plan to be included once accepted by both parties. It is agreed that the project plan is a living document that contains dates and deliverables that may be modified through the term of the project as agreed to by both parties

(under separate cover)

X. Project Acceptance

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

After all fixes deemed essential for go-live are provided and retested, the code will be frozen and deployment will commence. Provided the acceptance criteria have been met, the County will be asked to formally accept the delivered solution.

CityView

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 the County 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 the County 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 the County Project Sponsor and CITYVIEW Project Manager for their review and approval.

CityView®

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:			

CityView®

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 the County 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.

XII1 Escalation Process:

CityView escalation levels in the order listed below:
1. Project Manager
2. VP, Professional Services
3. Executive Vice President

County escalation levels in the order listed below:
1. Project Manager
2. Sponsor Representatives
3. Executive Sponsor