

Attachment A

License Agreement Amendment with Harris Computer

AMENDMENT No. 1
TO
LICENSE AND SUPPORT AGREEMENT

THIS AMENDMENT NO. 1 to the License and Support Agreement (the “Amendment”) is dated and made effective on [REDACTED] by and between N. Harris Computer Corporation (“CityView”) and the City of Lawndale, CA (Licensee).

RECITALS

WHEREAS, the parties entered into a Software License and Support Agreement dated September 26, 2007 (the “Agreement”);

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

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

1 Amended Terms - Software and Support-Related Services

- 1.1 The Schedule A to the Agreement shall be amended by adding the attached Schedule A of this Amendment No. 1 to the end of Schedule A of the Agreement.

2 General Provisions

- 2.1 No Other Amendments. Except as specifically modified by this Amendment, the terms of the Agreement, including its schedules, attachments, appendices, and exhibits, shall remain unchanged and in full force and effect and the parties hereto confirm and agree to be bound by all the terms and provisions of the Agreement as amended hereby.
- 2.2 Entire Agreement; Amendment; Waiver. The Agreement, as amended by this Amendment, sets forth the entire agreement and understanding of the parties hereto with respect to the matters contemplated by the Agreement and this Amendment, and supersedes all prior agreements, arrangements, and understandings (whether oral or written) relating to the subject matter thereof. The Agreement may not be amended, waived, discharged, or terminated other than by a written instrument signed by the party against whom enforcement of such amendment, waiver, discharge, or termination is sought.
- 2.3 Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 2.4 Binding Effect. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- 2.5 If any provision of this Amendment shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Amendment shall not be affected thereby. The titles and subtitles used in this Amendment are for convenience only and are not to be considered in construing or interpreting any term or provision of the Amendment.



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

ACCEPTED

ACCEPTED

CityView Authorized Signature:

Licensee Authorized Signature:

Print name: Susan McCormick

Print name: Sean M. Moore

Title: Executive Vice-President

Title: City Manager

Date:

Date:

SCHEDULE A DESCRIPTION OF SOFTWARE, SOFTWARE & MAINTENANCE FEES, PAYMENT MILESTONES AND DELIVERABLES

This is Schedule 'A' attached to and made part of the Software License and Support Agreement dated September 26, 2007, as updated by the execution of this Agreement by and between CityView and the City of Lawndale, CA.

1 LICENSED CITYVIEW USER SOFTWARE PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "A" AND NOW SUBJECT TO THIS AGREEMENT

Product Description
10 CityView Concurrent Application Client – Desktop

2 LICENSED CITYVIEW MODULES – NOW SUBJECT TO 10 MAXIMUM CONCURRENT READ-WRITE USERS BUT WHICH WERE PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "A" BUT WHICH IS NOW SUBJECT TO THIS AGREEMENT.

CityView Property Information
CityView Permits & Inspections
CityView Planning
CityView Code Enforcement

3 CITYVIEW ADD-ONS PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "A" AND NOW SUBJECT TO THIS AGREEMENT

1 site license	CityView Server
1 site license	CityView Configuration Console (formerly Application Builder)

4 NEW SOFTWARE MODULES, USER LICENSES AND ADD-ONS ADDED AS OF [REDACTED] AND NOW SUBJECT TO THIS AGREEMENT

CityView Modules, User Licenses and Add-Ons

2 processes	CityView Portal for Planning, Permits & Inspections, and Property
1 site license	CityView Cashiering (Partial (1/2) license for Portal payments)
1 site license	CityView Payment Processor Extension (Paymentus)

5 PAYMENT MILESTONES AND TERMS

Software Licensing	Deliverables	Payment Milestone	Payment Terms
<p>Software Licenses Include:</p> <ul style="list-style-type: none"> • CityView Portal (licensed for Planning, Permits & Inspections, and Property) • CityView Cashiering (Partial (1/2) license for Portal payments) • CityView Payment Processor Extension (Paymentus) 	<p>CityView will:</p> <ul style="list-style-type: none"> • Set up as a client on FTP & CityView Connect • Provide documentation to download the latest version of CityView from the FTP & CityView Connect site • Send the licensing key for CityView Licenses • Provide documentation to download the Solutions from the FTP & CityView Connect site 	\$20,250	Invoiced on execution of the contract and due net 30 days

Mandatory Annual Software Maintenance	Deliverables	Payment Milestone	Payment Terms
<p>Annual Software Maintenance (year 1 – subject to annual revision and pro-rated to the current renewal period)</p>	<p>Provides:</p> <ul style="list-style-type: none"> • All major and minor software upgrades • Unlimited technical support; • Unlimited access to the CityView FTP site • Unlimited access to the CityView Connect • Support for in-scope, CityView-delivered customizations to product and Select configuration 	\$5,063	Invoiced on execution of the contract and due net 30 days

CONTRACTUAL SERVICES AGREEMENT

This Contractual Services Agreement (the "Agreement") made and entered into this [REDACTED] day of [REDACTED], 2024 between N. Harris Computer Corporation ("CityView" and "Vendor"), and the City of Lawndale, CA ("Licensee" and "City") is effective as of [REDACTED] (the "Effective Date").

RECITALS

- A CityView and Licensee have entered into a Software License and Support Agreement on September 26, 2007 ("License Agreement")
- B The City, as Licensee requires certain professional services to be provided for new Software Modules licensed under the License Agreement
- C CityView shall provide such services pursuant to the terms of this Agreement

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

6 DEFINITION

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

7 CONFIDENTIALITY OBLIGATIONS

- 7.1 Each of the parties agrees:

- 7.1.1 To maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;
- 7.1.2 Not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;
- 7.1.3 Not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent;
- 7.1.4 Not to disclose or release such Confidential Information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and
- 7.1.5 To take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

8 SERVICES

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

9 SCHEDULE OF WORK

- 9.1 Generally, CityView's implementation services bench is booked 60-90 days in advance. The City will be added to the schedule after the Agreement is executed.

10 DATA CONVERSION

- 10.1 In the event that data conversion is required, it is possible there will be anomalies in the data that cannot be reconciled. CityView will convert the data as it is in the database. However, if there is data that does not match the format of the field (i.e. alpha characters in a numeric field), or if there is inconsistent information, CityView either will not bring that data in or the inconsistencies will be converted as is. CityView will report any data anomalies found during the conversion process.

11 WARRANTY

- 11.1 Vendor's sole warranty in relation to the services are the services shall be provided in a professional and workmanlike manner, and that the Vendor shall diligently perform its duties under the Statement of Work.
- 11.2 The City shall diligently perform its duties under the Statement of Work.

- 11.3 **DISCLAIMER.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THIS SECTION, THE SERVICES ARE PROVIDED TO THE CITY “AS IS” AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.
- 11.4 CITYVIEW DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SERVICES AND ANY MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.
- 11.5 CITYVIEW DOES NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL MEET ANY OR ALL OF THE CITY’S PARTICULAR REQUIREMENTS. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CITYVIEW.

12 PAYMENT

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

13 PRICING

- 13.1 The pricing in this agreement is provided in confidence and contains trade secrets and/or privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by CityView (“Trade Secret”). A Trade Secret includes, but is not limited to, any formula, pattern, device, or compilation of information that is used in one’s business, which gives him/her an opportunity to obtain an advantage over competitors who do not know or use it. Since it would harm CityView if any of our Trade Secrets were known to our competitors, it is CityView’s policy that the Price Proposal not be disclosed to any party outside of the party addressed as the recipient of this agreement. As such, the Price Proposal shall be used or disclosed only for evaluation purposes, and for no other purpose whatsoever. Further, in the event a contract is awarded to CityView as a result of, or in connection with, the submission of this Proposal, City shall have the restricted right to disclose the entire contract dollar amount; however, this disclosure may not include itemized data herein to the extent provided in the resulting contract.

14 REMEDIES

- 14.1 The City and the Vendor recognize that circumstances may arise entitling the City 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 City’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.

15 LIMITATION OF LIABILITY

- 15.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CITYVIEW, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND CITY'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS SUPPLIED BY CITYVIEW IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORIES, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO CITYVIEW BY CITY PURSUANT TO THE RELEVANT STATEMENT OF WORK.
- 15.2 IN NO EVENT SHALL CITYVIEW, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

16 INTENT

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

17 REMEDIES

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

18 FORMAL COMPLETION STATEMENT.

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

19 EXPIRATION

- 19.1 Unless extended as provided for herein, this Agreement shall naturally expire on receipt of the Statement of Completion from the City. The expiration of this Agreement under this term shall neither affect nor require the termination of the License and Support Agreement.

20 TERMINATION

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

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

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

20.2 Termination Upon Event of Default.

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

21 TERMINATION BY VENDOR

21.1 Vendor may terminate this Agreement only upon the breach by the City of a material provision of this Agreement.

22 PAYMENT UPON TERMINATION

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

23 SURVIVAL

23.1 Sections 6, 7, 12, 13, 14, 15, 16, 17, 22 & 24 shall survive the termination of this Agreement. Any reference to the termination of this Agreement is deemed to also include the expiration of this Agreement. Counterparts

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

24 GOVERNING LAW

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

25 ENTIRE AGREEMENT

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

26 ASSIGNMENT

- 26.1 Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to an affiliate of such party or to successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status.

27 SUCCESSORS AND ASSIGNS

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

28 SEVERABILITY

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

29 WAIVER

- 29.1 No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by other parties shall give the other any contractual right by custom, estoppel, or otherwise.

30 ALLOCATION OF RISK

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

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

ACCEPTED

ACCEPTED

CityView Authorized Signature:

Customer Authorized Signature:

Print name: Susan McCormick

Print name: Sean M. Moore

Title: Executive Vice President

Title: City Manager

Date:

Date:



Quotation for Payment Processing & Portal – **PROPRIETARY AND CONFIDENTIAL**

DESCRIPTION			
Request Date:	August 13, 2024	Valid Until:	October 30, 2024
Client / Project:	City of Lawndale		
Requestor:	Sean Moore	Created By	Lewis Gouge
Description of the Requested License/Services:			
<p>The City of Lawndale would like to add CityView Portal and payment processing to its CityView solution. This will allow the City to receive payments online for permits and planning/development applications. This quotation includes the licensing of the following CityView functionality: CityView Portal, CityView Cashiering (1/2 license for portal payments only), and CityView Supported Payment Processor (the city will need to engage with either Paymentus or Invoice Cloud for a payment gateway services). The services include setting up CityView Portal, enabling CityView Cashiering for portal payments, and enabling the CityView-Supported Payment Processor functionality for either Paymentus or Invoice Cloud after the City of Lawndale engages with one the preferred payment gateways for payment processing services. The services do not include any workflow, business rules, and/or application changes. The services include an upgrade to the current version of CityView (currently 2024.9).</p> <p>CityView Portal (Permits & Planning/Development) - \$15,000 CityView Cashiering (1/2 license for Portal payments) - \$ 2,750 CityView-Supported Payment Processor (Paymentus or Invoice Cloud integration)- \$ 2,500 Training Services - \$ 1,890 <u>Implementation Services - \$22,860</u> Total: \$ 45,000</p> <p>CityView Annual Software Maintenance year 1 (all software updates, 12/5 unlimited support) - subject to annual revision: \$5,063</p> <p>The Mandatory Annual Software Maintenance (ASM) shall increase no greater than 5% per annum on the renewal date.</p> <ul style="list-style-type: none">• The assumption is the City is happy with the way the fees are currently calculating in the system and/or they are comfortable with manually adjusting the fees to the correct values where necessary. There is no provision in this statement of work for CityView to reconfigure the City's fee schedule in CityView.• The assumption is the City is going to manually post daily journal entries to their financial system. There is no provision in this statement of work for CityView to provide an automated export of payments to the financial (general ledger) system. <p>All Services are assumed to be remote. Should travel be required expenses will be invoiced as incurred and payable on a cost recovery basis. To include: costs of economy flights, rental car, hotel, other direct expenses, a per diem meal (no receipts provided) rate of \$65/day week days and \$110/day for weekend days and a travel time rate of \$100/h. Due net 30 days.</p>			
List of attached documents: None			
Cost: Total of \$45,000 USD plus pro-rated ASM			
Total Estimated Cost:	\$45,000 (ASM is to be pro-rated - see terms)	Planned Delivery Date:	TBD
Payment Terms:	As per the attached Terms and Conditions		

Terms and Conditions

1 PAYMENT TERMS

Software Licensing	Deliverables	Payment Milestone	Payment Terms
Software Licenses Include: <ul style="list-style-type: none"> CityView Portal (licensed for Planning, Permits & Inspections, and Property) CityView Cashiering (Partial (1/2) license for Portal payments) CityView Payment Processor Extension (Paymentus) 	CityView will: <ul style="list-style-type: none"> Set up as a client on FTP & CityView Connect Provide documentation to download the latest version of CityView from the FTP & CityView Connect site Send the licensing key for CityView Licenses Provide documentation to download the Solutions from the FTP & CityView Connect site 	\$20,250	Invoiced on execution of the contract and due net 30 days

Mandatory Annual Software Maintenance	Deliverables	Payment Milestone	Payment Terms
Annual Software Maintenance (year 1 – subject to annual revision and pro-rated to the current renewal period) The Mandatory Annual Software Maintenance (ASM) shall increase no greater than 5% per annum on the renewal date.	Provides: <ul style="list-style-type: none"> All major and minor software upgrades Unlimited technical support; Unlimited access to the CityView FTP site Unlimited access to the CityView Connect Support for in-scope, CityView-delivered customizations to product and Select configuration 	\$5,063	Invoiced on execution of the contract and due net 30 days

Implementation Services	Deliverables	Payment Milestone	Payment Terms
Project Management	Ongoing project facilitation, billing, issues resolution, escalation, resource allocation, scheduling, budget management, change orders etc.	\$ 1,500	Invoiced on execution of this quotation and due net 30 days
Online Process Mapping and Configuration	Configuration of CityView Portal, enabling CityView Cashiering for portal payments, and enabling the CityView-Supported Payment Processor functionality for either Paymentus or Invoice Cloud after the City of Lawndale engages with one the preferred payment gateways for payment processing services. The services do not include any workflow, business rules, and/or application changes. Configuration based on completed Scope Document. Deliverable is CityView-hosted development environment ready for review & validation & configuration refinement.	\$ 10,000	50% invoiced on commencement of the process mapping sessions, due net 30 days; and, 50% invoiced on delivery of Scope

			Document, due net 30 days
Validation and Refinements	Gather validation feedback. Identify in-scope vs. out of scope feedback. Resolve in-scope refinements arising out of the validation. Written acceptance by client is required.	\$ 5,500	On completion of 1st Validation and Review session, due net 30 days
Quality Assurance and Environment Management	Installation of configured system into onsite environments (production and test). Setup and management of the remote development environment through the life of the project.	\$ 2,250	Invoiced on delivery into Production, due net 30 days
End User Training (remote) and Go-Live Facilitation & Assistance (remote)	One half day of remote end user Portal Administration training and two days of remote Go-Live Facilitation & Assistance.	\$ 5,500	Invoiced upon the first day of user training and due net 30 days
Total Implementation Services		\$ 24,750	

2 PROJECT ACCEPTANCE

- 2.1 After delivery of the configuration changes to the City's Test environment, the City will undertake acceptance testing using self-generated testing scenarios. Should the testing identify any defects, CityView will provide in-scope fixes at no additional charge in parallel to, or immediately subsequent to, the acceptance testing.
- 2.2 After all fixes deemed essential for go-live are provided and retested, the code will be frozen and CityView will prepare to deploy the changes to the production environment. The City will be asked to formally accept the delivered solution for Go-live. Following go-live the CityView project team will work with the City to record any known issues. The project team is responsible for the resolution of these known issues. 30 days after Go Live CityView will request a formal letter of acceptance that substantiates the product has been delivered and is being used successfully in a live, production environment.
- 2.3 During the first 4 weeks after go-live, the project team will begin to familiarize and transition the project to the Technical Support group. At the end of 4 weeks, the City will continue with support through the Technical Support group.

3 CHANGE ORDER MANAGEMENT

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

- 3.2 A Change Control refers to any modification and/or new development deviating from the baseline established in the Statement of Work and Scope Document. It includes changes to the software, database, training, consulting services, or related processes. Each modification (or group of modifications) to the Contract, Statement of Work, or Scope Document must be documented and approved by a Change Control Form. All potential changes are compared against the project baseline in terms of functionality, schedule, cost, upgrade capability, maintainability and resources. Change Control requests can be raised by any member of the CityView or the City Project Teams.
- 3.3 The following steps will be followed with any changes to the baseline system:
 - 3.3.1 The change control process will begin with a team member identifying a function or design alternative not already identified as part of the baseline system or a function that is part of the baseline but because of design issues may impact cost, schedule, or resources.
 - 3.3.2 The person requesting the change will complete a Change Control Form and forward it to the appropriate Project Manager to determine cost, resources, and schedule impact, and the PM will forward the request on to their counter-part. Once these are determined, approval by the CityView Project Manager and the City's Project Manager is required.
 - 3.3.3 Once approved (or denied), the change request is entered into the change control log and is placed on the agenda of the next Joint PM meeting.

4 ISSUES AND PROBLEM RESOLUTION

- 4.1 An issue refers to any matter that requires someone to make a decision, and about which no agreement has been reached or can be routinely reached. Typically, issues impede project progress until they are resolved. Change Control items may become issues if they're not dealt with quickly, but Change Control items are specific to the process of authorizing design changes that impact scope, schedule or budget whereas issues can be related to anything about the project that needs to be decided.
- 4.2 The CityView Project Manager will maintain an issue log and will assign responsibility for the resolution of project issues and reports progress to City Project Manager and the CityView Project Team. Any Project Manager or team member can submit an issue for logging and resolution. Most project issues are expected to be resolved within the overall Project Team. If the issues are not resolved to the satisfaction of the Project Team, they may need to be escalated to the appropriate level.
- 4.3 Typical project situations requiring escalation include conflicting resource demands threatening project staffing, group dependencies not being met, scope disagreements and issues with functionality of the project's deliverables nearing release time.
- 4.4 Escalation Process:
 - 4.4.1 CityView escalation levels in the order listed below:
 - Project Manager
 - Manager, Client Services
 - VP, Professional Services
 - 4.4.2 City escalation levels in the order listed below:
 - Project Manager



- City Treasurer
- City Manager



Exhibit 1

Statement of Work

Through this Statement of Work, the City of Lawndale, CA will implement CityView Portal for Planning, Permits & Inspections, and Property along with the CityView Payment Processing (Paymentus) Extension into their live CityView system. This will also require implementation of CityView Cashiering. This Statement of Work covers the services to implementation of Portal, Payment Processing and Cashiering in a single phase. The project includes 1/2 day of remote Portal training for up to 10 users and 2 days of remote Go-Live assistance.

The following services will be provided pertaining to the migration to CityView Workspace.

- Project management of 8 hours
- 52 hours of setup and configuration of CityView Portal for Planning and Permits & Inspections, enabling CityView Cashiering for portal payments, and enabling the CityView-Supported Payment Processor functionality for either Paymentus or Invoice Cloud after the City of Lawndale engages with one the preferred payment gateways for payment processing services. The services do not include any workflow, business rules, and/or application changes except to enable the above functionality. Configuration based on completed Scope Document. The deliverable of this phase will be a Scope Document.
- 29 hours of in-scope refinements to Portal, payment processing, and cashiering to ensure the Portal and payment processing functions as per the Scope document.
- The City's SMEs will undertake validation testing of the Portal to ensure the current workflows are configured as per the signed off Scope Document. City will use CityView's Feedback system to log an issues.
- Once testing and refinements are complete, a single go live will be conducted. CityView has included up to 2 days of remote Go-Live assistance.
- One half (.5) days of end user training are included in this proposal for up to ten (10) users.

Exclusions & Assumptions:

No modifications to existing configuration are included in this quotation unless explicitly mentioned in this Statement of Work. This includes changes to existing reports or interfaces/integrations. Where existing scheduled processes trigger workflow, those updates will be made to reflect the workflow changes. Likewise existing letter templates will be linked into new workflow steps wherever it makes sense.

CityView is not responsible for providing or configuring hardware, virtual servers O/S settings, or IIS settings.