RESOLUTION NO. 24-03-19

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE PROPOSAL BETWEEN CITYVIEW, A DIVISION OF HARRIS COMPUTERS SYSTEMS, AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE THE CITYVIEW WORKSPACE UPGRADE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROPOSAL; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROPOSAL; PROVIDING FOR A WAIVER OF PURCHASING PROVISIONS; APPROVING A BUDGET AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 30, 2005, Islamorada, Village of Islands (the "Village"), entered into a Professional Services Agreement with Municipal Software Corporation for the purchase, implementation and training for the CityView enterprise software application; and

WHEREAS, Municipal Software Corporation was acquired in 2008 by Harris Systems and is now CityView, a Division of Harris Computer Systems ("CityView"); and

WHEREAS, CityView has prepared a Proposal to provide CityView Workspace, a cloud-based software solution that would lead to increased efficiencies for the Village (the "Proposal"); and

WHEREAS, the intent of the Proposal is to provide a web-based product that shortens the building and planning review processes, offers exceptional and convenient service to contractors, applicants and architects, saves time and money, and enhances the Village's sustainability efforts; and

WHEREAS, CityView has agreed to provide the services described in the Proposal attached as Exhibit A; and

WHEREAS, CityView is the only provider for the enterprise application and the sole option for the services described in the Proposal; and

WHEREAS, the Village Council finds that waiver of competitive bidding and approval of the Proposal between CityView and the Village attached hereto as Exhibit "A" is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. **Acceptance of Proposal.** The Village Council hereby accepts and approves the Proposal from CityView, a Division of Harris Computer Systems ("CityView") and the Village to provide the CityView Workspace software solution, as set forth in Exhibit A" hereto.

Section 3. **Authorization of Village Officials.** The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to effectuate the intent of this Resolution.

Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Proposal.

Section 5. **Execution of Proposal.** The Village Manager is authorized to execute the Proposal on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Proposal and to execute any extensions and/or

amendments to the Proposal, subject to the approval as to form and legality by the Village Attorney.

Section 6. **Waiver of Purchasing Provisions**. In accordance with Section 2-328(1) and (3) of the Village Code, the Village Council waives the competitive purchasing provision of the Village Code to the Proposal.

Section 7. **Approval of Budget Amendment**. The Village Council approves a budget amendment in the Capital Project Fund for $27,592.50 for the 50% portion of costs associated with the Planning and Code Compliance Departments, and the Village Council approves a budget amendment in the Building Fund for $27,592.50 for the Building Department's 50% portion of costs.

Section 8. **Effective Date**. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12th day of March, 2024.

Motion to adopt by M. Gregg, second by E. Jolin.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Joseph B. Pinder III	Yes
Vice Mayor Sharon Mahoney	Yes
Councilwoman Elizabeth Jolin	Yes
Councilman Mark Gregg	Yes
Councilman Henry Rosenthal	Yes

PASSED AND ADOPTED THIS 12th DAY OF ___MARCH___, 2024.

DocuSigned by:
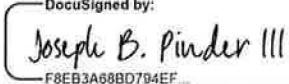
Joseph B. Pinder III

F8EB3A68BD794EF

JOSEPH B. PINDER III, MAYOR

ATTEST:

DocuSigned by:

Marne k. McGrath

088BA9A9B2704D5

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY

DocuSigned by:
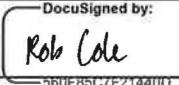
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JOHN J. QUICK, VILLAGE ATTORNEY

CityView

Quotation – Proprietary and Confidential

QUOTATION DESCRIPTION			
Request Date:	February 9, 2024	**Quote #:**	2024-Workspace
Client / Project:	Village of Islamorada, FL	**Valid Until:**	April 30, 2024
Requestor:	Vince Tarves	**Created By**	Steve Favalaro

Description of the Requested Services:

The Village of Islamorada, FL has requested a quote to migrate their live system to CityView Workspace. This quotation covers the additional training and services to migrate the entire environment to CityView Workspace, including CityView Property Information, Permits and Inspections, Planning and Code Enforcement. The Village also has CityView Portal (for Permits & Inspections, Planning and Code Enforcement), ArcGIS Server extension and Electronic Plans Review, none of which are impacted by the migration.

It is important to realize that most anomalies are not caused by CityView Workspace or the migration process. They exist in the current environment but they may make Workspace less user-friendly. It's also very important to understand the Village is not getting new workflows or the CityView Select best practice configuration out of this project. The Village's workflows etc. will not change. CityView will be migrating the current configuration (workflow, business rules, letters etc.) and make the fixes needed in order to bring the Village's current configuration into alignment with the needs of Workspace, meaning CityView will correct the configurations that were working in Desktop but are not working after the migration to Workspace.

The following services are provided for budget purposes, and should the Village receive budget approval a more detailed quote and statement of work will be provided. This proposal assumes that all the Village's letters are already re-configured with the CityView MS Word Add-in properly, and work for you, so no letters are expected to be modified during this migration. Likewise, with Fees; the expectation is that all their fees work and there is no reason to be modifying them during this project.

Estimate includes:
6 x 2-hour validation sessions (2 sessions per department/module)
104 hours of validation refinements to be used across all of the departments/modules
4 days of remote end user training
2 days of remote go live facilitation (i.e. 0.5 days per department/module)
All the extras: Project Management, QA, Environment Management, and Infrastructure Review
**This estimate is for an on premise installation of CityView Workspace (i.e. not hosted)

The cost for the above listed services and including project management, QA and environment management above is $55,185 USD plus travel.

List of attached documents:

Cost: Includes onsite and offsite services, project management and quality assurance.

Total Estimated Cost:	As above	Planned Delivery Date:	TBD	
QUOTATION APPROVAL				
	Print Name	**Signature**		**Date**
Client Executive:	Village Manager Rob Cole	DocuSigned by: *Rob Cole* 56DF85C7F21440D...		03/14/24
CityView Executive:				

Please Note:

- All of the supported technologies/browsers/operating systems/database versions are kept up to date on CityView Connect. This should be the first place you look for this information because it is always updated as things change, whereas copies of physical documents can become stale. That said, I've also attached the latest copy of our boiler-plate supported technologies PDF document for quick reference.
http://cityviewhelp.iharriscomputer.com/cityviewcms/index.php/supported-technologies
- Chrome is the browser of choice, even though we do support a couple other options. If Waterbury does not want to use Chrome (e.g. because they have a corporate standard of using Internet Explorer), then this should be discussed very early in the project.
- We also strongly recommend that CityView Workspace be run on an SSL-enabled web server. Cost of a CityView Workspace domain and SSL Certificate should be included in the budget. Since CityView Workspace is not intended to be accessible outside of the intranet, it can be managed without a real domain and just with a self-signed certificate, however we expect IT will have an opinion (it's our preference to do the former).

CONTRACTUAL SERVICES AGREEMENT

This Contractual Services Agreement (the "Agreement") made and entered into this 18th day of April, 2024 between N. Harris Computer Corporation ("CityView" and "Vendor"), and Islamorada, Village of Islands, FL ("Licensee" and "Village") is effective as of ___April 18th, 2024___ (the "Effective Date").

RECITALS

    A   CityView and Licensee have entered into a Software License and Support Agreement on October 21, 2016, as amended ("License Agreement")

    B   The Village, 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 Village and CityView agree as follows:

1   DEFINITION

1.1   "Confidential Information" means the Software, Trade Secrets, and all information or material that either party treats as confidential which is:

1.1.1   Marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, and

1.1.2   Known by the parties to be considered exempt from public records as provided in Chapter 119, Florida Statutes, or

1.2   Confidential Information does not include information to the extent that such information is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder;

1.2.1   Was previously known to the receiving party as evidenced by its written records;

1.2.2   Is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or

1.2.3   Is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction.

2   CONFIDENTIALITY OBLIGATIONS

2.1   Each of the parties agrees:

2.1.1   To the extent permitted by law maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;

2.1.2   Not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;

2.1.3   Not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give reasonable notice to the disclosing party prior to such disclosure so that the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent;

2.1.4   Not to disclose or release such Confidential Information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and

2.1.5   To take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.

3   SERVICES

3.1   The Statement of Work below generally describes the requirements of both parties to implement the new Software Modules that are being 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.

4   SCHEDULE OF WORK

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

5   DATA CONVERSION

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

6   WARRANTY

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

6.2   The Village shall diligently perform its duties under the Statement of Work.

6.3   **DISCLAIMER.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THIS SECTION, THE SERVICES ARE PROVIDED TO THE VILLAGE "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

6.4   CITYVIEW DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SERVICES AND ANY MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

6.5   CITYVIEW DOES NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL MEET ANY OR ALL OF THE VILLAGE'S PARTICULAR REQUIREMENTS. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CITYVIEW.

7   PAYMENT

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

8 PRICING

8.1 The pricing in this agreement is provided in confidence and contains trade secrets and/or privileged or confidential commercial or financial information that would result in a competitive disadvantage if disclosed without prior permission by CityView ("Trade Secret"). A Trade Secret includes, but is not limited to, any formula, pattern, device, or compilation of information that is used in one's business, which gives him/her an opportunity to obtain an advantage over competitors who do not know or use it. Since it would harm CityView if any of our Trade Secrets were known to our competitors, it is CityView's policy that the Payment Terms not be disclosed to any party outside of the party addressed as the recipient of this agreement. As such, the Payment Terms shall be used or disclosed only for the purposes of carrying out this Agreement, and for no other purpose whatsoever, to the extent permitted by law. If required by law, Village shall have the restricted right to disclose the entire contract dollar amount; however, this disclosure may not include itemized payment term data herein, unless otherwise provided by law.

9 REMEDIES

9.1 The Village and the Vendor recognize that circumstances may arise entitling the Village to damages for breach or other fault on the part of the Vendor arising from this Agreement. The parties agree that in all such circumstances the Village's remedies and the Vendor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

10 LIMITATION OF LIABILITY

10.1 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CITYVIEW, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND VILLAGE'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ANY OTHER PRODUCTS, MATERIALS SUPPLIED BY CITYVIEW IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORIES, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO CITYVIEW BY VILLAGE PURSUANT TO THE RELEVANT STATEMENT OF WORK.

10.2 IN NO EVENT SHALL CITYVIEW, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS OR THE VILLAGE, AND THE VILLAGE COUNCIL, OFFICERS OR EMPLOYEES, 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. THE FOREGOING SHALL NOT LIMIT VILLAGE'S OBLIGATION TO PAY THE FEES FOR SERVICES SET OUT UNDER THIS AGREEMENT.

10.3 THE VILLAGE BY ENTERING INTO THIS AGREEMENT DOES NOT WAIVE ITS SOVEREIGN IMMUNITY AND SHALL NOT BE LIABLE TO CITYVIEW FOR AMOUNTS IN EXCESS OF THE PAYMENTS REQUIRED TO BE MADE UNDER THIS AGREEMENT.

11 INTENT

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

12 REMEDIES

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

13 FORMAL COMPLETION STATEMENT.

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

14 EXPIRATION

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

15 TERMINATION

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

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

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

15.2 Termination Upon Event of Default.

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

16   <u>TERMINATION BY VENDOR</u>

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

17   <u>PAYMENT UPON TERMINATION</u>

17.1   Upon a termination of this Agreement, the Village shall pay to the Vendor the part of the amounts in the Payment Terms 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 made with respect to the amounts set out in the Payment Terms.

18   <u>SURVIVAL</u>

18.1   Sections 1, 2, 7, 8, 9, 10, 11, 12, 17 & 19 shall survive the termination of this Agreement. Any reference to the termination of this Agreement is deemed to also include the expiration of this Agreement.
Counterparts

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

19   <u>GOVERNING LAW; PUBLIC RECORDS</u>

19.1   The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the State of Florida without reference to principles of conflict of laws. This section shall survive the termination of this agreement. Venue for any disputes under this Agreement shall be Monroe County, Florida.

19.2   Public Records. Village is a public agency subject to Chapter 119, Florida Statutes. To the extent that Vendor is acting on behalf of Village pursuant to Section 119.0701, Florida Statutes, Vendor shall:

19.2.1   Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by Village were Village performing the services under this Agreement;

19.2.2   Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

19.2.3   Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

19.2.4   Meet all requirements for retaining public records and transfer to Village, at no cost, all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Village.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

20 ENTIRE AGREEMENT

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

21 ASSIGNMENT

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

22 SUCCESSORS AND ASSIGNS

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

23 SEVERABILITY

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

24 WAIVER

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

25 ALLOCATION OF RISK

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

26. <u>Scrutinized Companies.</u>
    a. Contractor certifies that it and its sub-consultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Contractor or its sub-consultants are found to have submitted a false certification; or if Contractor, or its sub-consultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
    b. If this Agreement is for more than one million dollars, Contractor certifies that it and its sub-consultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if Contractor , its affiliates, or its sub-consultants are found to have submitted a false certification; or if Contractor, its affiliates, or its sub-consultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
    c. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
    d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

27. <u>E-Verify Affidavit.</u> In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

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

ACCEPTED

CityView Authorized Signature:

ACCEPTED

Customer Authorized Signature:

Robert Cole

Print name: Susan McCormick

Print name: Robert Cole

Title: Executive Vice President

Title: Village Manager

Date: April 18, 2024

Date: April 18th 2024

STATEMENT OF WORK

The Village of Islamorada has entered into this agreement with CityView to provide the following services as a single-phase project to migrate the Village's current CityView environment to CityView Workspace

WORKSPACE MIGRATION

This Statement of Work includes the training and services to migrate the entire environment to CityView Workspace, including CityView Property Information, Permits and Inspections, Planning and Code Enforcement. The Village also has CityView Portal (for Permits & Inspections, Planning and Code Enforcement), ArcGIS Server extension and Electronic Plans Review, none of which are impacted by the migration; however, CityView Electronic Plans Review (EPR) relies on different technology when using CityView Workspace. This removes Bluebeam bFX from the EPR solution. Bluebeam Revu is still required.

CityView Workspace is a fully browser-based replacement for the CityView Desktop user interface that is currently installed on the users' workstations. The configuration from the current system will remain intact, i.e. there will be little change to the business process, and users can expect the same general behavior. After the migration they will use CityView Workspace instead of CityView Desktop, to access the system.

CityView has completed numerous Workspace migrations and has found that the majority of the migration challenges center around older configuration, such as attribute fields that are not being controlled by attribute field groups. This and similar old configuration details may cause problems in a CityView Workspace environment. Once corrected, this will improve the user experience within CityView Workspace. It is important to realize that most anomalies are not caused by CityView Workspace or the migration process. They exist in the current environment, and they can make Workspace less user-friendly. It's also very important to understand the Village is not getting new workflows or the CityView Select best-practice configuration from this project. The Village's workflows and existing configuration etc. will not change. CityView will migrate the current configuration (workflow, business rules, letters etc.) and make the fixes needed to bring the Village's current configuration into alignment with the needs of Workspace; meaning CityView will correct the configurations that were working in Desktop but are not working after the migration to Workspace.

Should there be any existing letter templates that are not configured with the CityView MS Word Add-in, the Village will be responsible for re-configuring the existing letter templates using the CityView MS Word Add-in. These will need to be provided to CityView via a .cvx package file no later than 4 weeks before the start of User Acceptance Testing in order that CityView can link the new letter templates to the correct workflow activities; otherwise, the Municipality will be responsible for doing this post go live and the users will have difficulty generating letters within CityView Workspace until this is done.

Please note that configurations or customizations performed by the Village in their CityView Desktop environment have not been vetted by CityView and may not be compatible with CityView Workspace. It is not assumed to be a problem because CityView Workspace observes most types of configuration that exist in CityView Desktop. However, where gaps exist, the resolution to these problems will be excluded from the scope of this project. The implementation team will work with the Village to find reasonable compromises to change the configuration so that it will work. If it is determined that significant rework to the configuration is required, then that will be performed only under mutually agreed change order.

There is no charge for the CityView Workspace software, as the Village is already paying annual software maintenance that includes upgraded software for that which is licensed. The charges contained in this

Statement of Work relate to the services and training to get the new user interface successfully deployed on the Village's network.

We will start by doing remote (WebEx) walkthroughs with key users in each area so that they can learn how to use the new user interface sufficiently well that they can test their respective areas of the software.

The users will proceed to test the system on a CityView-hosted testing environment and CityView will fix any issues where the software is not working correctly relative to how CityView Desktop was working. It is a completely different look-and-feel, so CityView will only be fixing issues where the business-critical functionality is defective compared to the behavior in CityView Desktop and there is no reasonable alternative solution provided by the new user interface. This keeps the timeline short and the migration costs to a minimum.

Once the testing and fixes are complete, the environment will be moved to an on-premise test environment where the Municipality will be able to perform acceptance testing on their own infrastructure. Upon completion of acceptance testing, CityView will complete remote End User Training and remote Go Live Facilitation. This Statement of Work includes four (4) days of remote end user training and two (2) days of remote Go Live Facilitation. That time may be increased through mutually agreed change order to include things like refresher training, system administration training, configuration training, etc.

The following services will be provided:

- Remote Infrastructure Review

- 12 hours of Remote Review Sessions for Validation (6x2 hour sessions). This should be conducted with a maximum of 3 subject matter experts (SMEs) from each department who will then be responsible for testing their respective areas of the software.

- 104 hours of validation refinements to bring the Village's current configuration in-line with the requirements of CityView Workspace. Note: This is not to re-configure to best practices, or to make use of new configuration tools, it is simply to ensure the existing configuration works with the new user interface (CityView Workspace).

- Village staff (SMEs) will undertake validation testing using CityView Workspace. The scope of the validation feedback will be limited to those aspects that were working in CityView Desktop and are not working in CityView Workspace. Given the differences between Workspace and Desktop, not everything will function in exactly the same way as it did before, therefore reasonable alternatives will be suggested. If it is evident that there is no reasonable alternative, CityView will then resolve the issue. Once testing and refinements are complete, a single onsite will be conducted to perform end user training. All solutions will go live at the same time. The project will not be phased.

- 4 days of remote end user training, 2 days of remote go live facilitation (includes preparation, go live installation services and environment management).

Please Note:
- All of the supported technologies/browsers/operating systems/database versions are kept up to date on CityView Connect. This should be the first place you look for this information because it is always updated as things change, whereas copies of physical documents can become stale. That said, I've also attached the latest copy of our boilerplate supported technologies PDF document for quick reference.
  http://cityviewhelp.iharriscomputer.com/cityviewcms/index.php/supported-technologies

- Chrome is the browser of choice, even though we do support a couple other options. If the Village does not want to use Chrome (e.g. because they have a corporate standard of using Internet Explorer), then this should be discussed very early in the project.
- We also strongly recommend that CityView Workspace be run on an SSL-enabled web server. Cost of a CityView Workspace domain and SSL Certificate should be included in the budget. Since CityView Workspace is not intended to be accessible outside of the intranet, it can be managed without a real domain and just with a self-signed certificate, however we expect IT will have an opinion (it's our preference to do the former).

Terms and Conditions

1   PAYMENT TERMS

Solution Implementation	Deliverables	Payment Milestone	Payment Terms
Project Kickoff, Infrastructure Review and Environment Management	Project kick-off and confirmation of initial project plan. 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. Setup of development environment on CityView's hosting servers and deployment of the migration refinements to the Village's onsite Test and Production environments.	$7,800	Invoiced on commencement of online Process Mapping and due net 30 days
Remote Review Sessions for Validation and Refinement	Remote review of the Village's current configuration pertaining to the migration to CityView Workspace. In-scope configuration refinements arising out of validation sessions and subsequent testing. If it is determined that additional reviews are required outside what is stated in the Statement of Work, an estimate will be provided. Gather validation feedback. Identify in-scope vs. out-of-scope feedback. Implement any in-scope refinements arising out of the validation. Complete in-scope refinements arising from two-week final client-acceptance testing. Deliverable is final, end-user-training-ready environment. Written acceptance by client is required.	$27,105	50% invoiced on the first remote review session and due net 30 days; 50% invoiced upon delivery of environment for User Acceptance Testing and due net 30 days.
Training (remote)	4 days end-user training for CityView Workspace (up to 10 people per session), and 2 days remote Go-Live Facilitation	$10,920	Invoiced upon the first day of user training and due net 30 days
Project Management	Ongoing management of all implementation services. Project Management is included based on the proposed scope of the project. Should delays by the customer occur, or scope changes result in the need for additional project management, time may be billed at $195/hr upon authorization through the change control process.	$9,360	50% invoiced on execution of the agreement and 50% balance due upon scheduling of go-live.
Total Services		**$55,185**	

2   PROJECT ACCEPTANCE

2.1   After delivery of the configuration changes to the Village's Test environment, the Village will undertake acceptance testing using self-generated testing scenarios. Should the testing identify any defects, CityView will provide in-scope fixes at no additional charge in parallel to, or immediately subsequent to, the acceptance testing.

2.2 After all fixes deemed essential for go-live are provided and retested, the code will be frozen and CityView will prepare to deploy the changes to the production environment. The Village will be asked to formally accept the delivered solution for Go-live. Following go-live the CityView project team will work with the Village to record any known issues. The project team is responsible for the resolution of these known issues. 30 days after Go Live CityView will request a formal letter of acceptance that substantiates the product has been delivered and is being used successfully in a live, production environment.

2.3 During the first 4 weeks after go-live, the project team will begin to familiarize and transition the project to the Technical Support group. At the end of 4 weeks, the Village will continue with support through the Technical Support group.

3   CHANGE ORDER MANAGEMENT

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

3.2 A Change Control refers to any modification and/or new development deviating from the baseline established in the Statement of Work and Scope Document. It includes changes to the software, database, training, consulting services, or related processes. Each modification (or group of modifications) to the Contract, Statement of Work, or Scope Document must be documented and approved by a Change Control Form. All potential changes are compared against the project baseline in terms of functionality, schedule, cost, upgrade capability, maintainability, and resources. Change Control requests can be raised by any member of the CityView or the Village Project Teams.

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

3.3.1 The change control process will begin with a team member identifying a function or design alternative not already identified as part of the baseline system or a function that is part of the baseline but because of design issues may impact cost, schedule, or resources

3.3.2 The person requesting the change will complete a Change Control Form and forward it to the appropriate Project Manager to determine cost, resources, and schedule impact, and the PM will forward the request on to their counterpart. Once these are determined, approval by the CityView Project Manager and the Village's Project Manager is required.

3.3.3 Once approved (or denied), the change request is entered into the change control log and is placed on the agenda of the next Joint PM meeting

4   ISSUES AND PROBLEM RESOLUTION

4.1   An issue refers to any matter that requires someone to make a decision, and about which no agreement has been reached or can be routinely reached. Typically, issues impede project progress until they are resolved. Change Control items may become issues if they're not dealt with quickly, but Change Control items are specific to the process of authorizing design changes that impact scope, schedule, or budget whereas issues can be related to anything about the project that needs to be decided.

4.2   The CityView Project Manager will maintain an issue log and will assign responsibility for the resolution of project issues and reports progress to Village Project Manager and the CityView Project Team. Any Project Manager or team member can submit an issue for logging and resolution. Most project issues are expected to be resolved within the overall Project Team. If the issues are not resolved to the satisfaction of the Project Team, they may need to be escalated to the appropriate level.

4.3   Typical project situations requiring escalation include conflicting resource demands threatening project staffing, group dependencies not being met, scope disagreements and issues with functionality of the project's deliverables nearing release time.

4.4   Escalation Process:

4.4.1   CityView escalation levels in the order listed below:

- Project Manager

- Manager, Client Services

- VP, Professional Services

4.4.2   Village escalation levels in the order listed below:

- Project Manager

- Director of IT

- Village Manager