RESOLUTION NO. 13-01-01

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
APPROVING THE PROPOSAL BETWEEN CITYVIEW, A DIVISION OF HARRIS COMPUTER SYSTEMS AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE THE CITYVIEW 2012 SOFTWARE UPGRADE, INCLUDING DATA CONVERSION, REMOTE DATA VERIFICATION ASSISTANCE AND STAFF TRAINING; 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 WAIVER OF PURCHASING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, CityView has prepared a Proposal to provide a Comprehensive Scope of Work outlining Objectives, Scheduling, Data Verification and Training for the CityView Software Upgrade (the “Proposal”); and

WHEREAS, the intent of the Proposal is to provide enhanced security, increase productivity and transparency of Village Property Information System and to create a Public Web Portal; and

WHEREAS, CityView has agreed to provide the services described in the Proposal; 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 approval of the Proposal between CityView and the Village attached hereto and waiver of competitive bidding is in the best interest of the Village.

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. Approval of Proposal. The Proposal between CityView, a Division of Harris Computer Systems (“CityView”) and the Village to provide the upgrade of the CityView Enterprise Application including Data Conversion with Remote Data Verification Assistance and Staff Training, a copy of which is provided as Exhibit 1, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Proposal.

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. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 24th day of January, 2013.

Motion to adopt by Councilwoman Deb Gillis, second by Councilman Mike Forster.

FINAL VOTE AT ADOPTION
Mayor Ken Philipson          YES
Vice Mayor Ted Blackburn    YES
Councilmember Mike Forster  YES
Councilmember Deb Gillis    YES
Councilmember Dave Purdo    YES

KEN PHILIPSON, MAYOR

ATTEST:

ARIANA S. LAWSON, VILLAGE CLERK

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

VILLAGE ATTORNEY
Statement of Work For:
Upgrade to CityView 2012
Revised November 12, 2012

To: Village of Islamorada, FL

Submitted By:

CityView
A Division of Harris Computer Systems
Primary contact: Steve Favalaro
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II. Background

The Village of Islamorada is an existing and valued CityView customer. In 2011, the Village began investigating upgrade options to CityView 2012 and PreBuilts 2. The Village is also interested in deploying online services to its citizens through CityView Portal. Through extensive discussions with the Village, we have provided an approach that provides the Village with the necessary training and assistance to configure the PreBuilts according to their workflows and business rules. CityView offers several approaches to the implementation of PB2. From the approaches offered and discussed, the Village has chosen to adopt a self-configuration approach, where CityView will provide training etc etc etc. Through this approach the Village assumes the responsibility for configuration of the system. It is also agreed that the Village will be responsible for any customizations that may be required including creation of any custom reports. Should the Village require customization services from CityView, the requirements and costs will be further defined, but no customizations are included in this Statement of Work.

Through this Statement of Work, CityView will provide the CityView Portal Licensed for Property Information and Permits & Inspections features, along with installation services, data conversion and training services as outlined herein.
III. Objectives

The objectives of this project are to:

- Convert the Village’s existing CityView data into CityView 2012 PreBuilts 2
- Install CityView 2012 and Portal and manage upgrades during the life of this project
- Provide remote training to allow the Village to configure the PreBuilts to meet their specific workflows and business rules
IV. Scope

Inclusions:

*Step 1 - Installation and Management of CityView PreBuilts to Test Environment*

CityView’s support team will work with the Village’s IT staff to install CityView PreBuilts in a test environment on the Village’s servers. This will enable staff to become familiar with the new platform and will also assist in the data mapping exercise.

The deliverable of this step will be an installed instance of CityView PreBuilts on the Village’s network.

In addition, up to 2 upgrades will be remotely facilitated during the life of the project.

The cost for installation and environment management during the project is **$4,800**

*Step 2 - Remote Walkthrough of the CityView PreBuilts*

CityView staff will provide 2 (two), 4 hour remote sessions to walkthrough the CityView PreBuilts. The purpose of this is to provide Village staff with an understanding of system navigation, search capabilities, new terminology, and a high level overview of the Configuration Tools.

The cost of the remote walkthrough is **$1,200**

*Step 3 - Data Mapping and Conversion*

CityView will provide the Village with a Data Mapping document that will be completed by Village staff. CityView staff will assist where necessary with the data mapping and based on our experience with other upgrade customers we have included 68 hours for data mapping assistance. Should additional assistance be necessary, the hourly charge would be $150 and no additional work would be completed until mutually agreed upon.

Once the Village has completed and signed off on the data mapping CityView will complete the initial data conversion. Based on our experience we have included 68 hours for assisting the Village staff with mapping the data and 128 hours for the conversion of the existing CityView data for Permits & Inspections, Code Enforcement, Planning , Business Licensing and Cashiering. Also included is either a one-time load of property data or the development of a routine load from the Village’s Tax data.

The deliverable of this step will be a CityView PreBuilt environment containing the historical data from the Village’s current CityView system. There may be some historical data that cannot be converted until any customizations have been completed by the Village. The Village can determine whether or not to convert this data themselves or manually enter this into the new system.

The costs for 68 hours of data mapping assistance is **$10,200**

The cost for 128 hours of data conversion is not to exceed **$19,200** to convert the Village’s existing CityView data.

*Step 4 - Validation of Converted Data*

Upon completion of the data conversion, the Village will undertake the process of validation. This will involve Village staff going through the PreBuilt environment and identifying any data that
has been incorrectly converted. CityView will then correct any errors identified. CityView Staff will provide 2 – 4 hr. remote sessions to assist Village staff with validation questions. CityView Staff will provide 40 hours to remotely assist the Village in validating the converted data. The cost of this is $6,000. Should additional hours be requested by the Village they would be billed at $150/hr. upon execution of a change order.

**Step 5 - Remote Configuration Training and Review**

The Village wishes to self-implement the CityView PreBuilts. Village staff does have considerable experience customizing CityView using Application Builder. However, CityView Desktop provides extensive tools to configure workflows, lookup tables, Automated Business Rules, Fees, etc. without the need for customizations. We believe the following approach will provide the necessary training to the Village, while ensuring checks and balances are in place. We have included hours following each training session for remote reviews of the configuration completed by the Village.

The expectation would be that the Village apply this to one business process (ex. Building Permits), and upon successful completion of this project the Village will be able to gauge the level of effort required to self-configure and implement the remaining CityView PreBuilts and the Village will formulate (internally) a project plan for the remainder of the implementation of the PreBuilt suite.

The following training and reviews would be completed:

1. **WebEx training session: 3 hours** – PreBuilts data overview  
   Data dictionary  
   Common tables  
   Mapping property data  
   Common data issues
   
   This training will be conducted prior to the data mapping exercise in Step 3.

2. **WebEx Training session: 2 hours** – How to configure lookups  
   Lookup overview; Code vs. Desc  
   Planning your lookups  
   Entering data via SQL (rather than Desktop)  
   Adding a new (attribute) field to the lookup
   
   1 week for client to modify their lookups with the understanding that a majority of their lookups would be already converted during data conversion, followed by a 2 hour remote review with CityView

3. **WebEx Training session: 3 hours** – How to configure fees  
   Fees overview  
   “Calculation Types” and how they are used by both Fees and Work Items  
   Walk-through of how to set up an incremental fee, valuation-based fee  
   Use of Generate Defaults
   
   2 weeks for client to configure their fees, followed by a 2 hour remote review with CityView

4. **WebEx training session: 2 hours** – Letter configuration  
   Letter templates
Creating and editing
Letter tags for most common letter features and displaying specific data
Brief explanation of parent/child relationship and ‘context’

2 weeks for client for them to configure 5-10 letters, followed by a 2 hour remote review with CityView

5. WebEx training session: 2 hours – How to configure Activities and Next Activities
   Next Activities vs. rules for configuring the business process
   How activities and their ‘outcomes’ drive the CityView business process
   Code and Naming conventions
   Explanation of “System Type”

2 weeks for client to configure their Reviews, Inspection activities etc., followed by a 2 hour remote review with CityView

6. WebEx training session: 2, 4 hour sessions (total 8 hours) – Business Rule Basics
   Overview of Rules Engine, Conditions and Outcomes
   Creation of Rules, Conditions and Outcomes
   Business Rule Standards
   Examples of standard rules

3 weeks for client to configure their Business Rules, followed by a 4 hour remote review with CityView

7. WebEx training session: 4 hours – Portal Configuration
   Considerations for Portal configuration

2 weeks for client to configure their Portal for 1 business process followed by a 2 hour remote review with CityView

8. WebEx training session: 4 hours – System Administration
   Considerations for System Administration

9. WebEx training session: 4 hours – Security Administration
   Considerations for Security Administration

2 weeks for client to configure their users and security privileges followed by a 2 hour remote review with CityView

A total of 32 hours of remote training and 18 hours of review with CityView staff have been included at a cost of $12,060. Should additional training or review be required it would be charged at $150/hr.

Optional:
- CityView will develop a batch export routine to export financial data from CityView to a file that can be imported by the Village’s Financial system. The total cost of this is $9,600 and is broken down as follows:
  Development of batch export = 55 hours @ $150 = $8,250
  Project Management = 9 hours @ $150 = $1,350
Note: This work will not be completed unless authorized by the Village through a formal Change Order

**Exclusions:**

- Provision of hardware, databases and third party software.
- Setup and support of network infrastructure supporting CityView.
- Any customization or interfaces unless agreed to through change order.
- CityView Portal license for other business processes i.e. Planning, Code Enforcement or Business Licensing
V. Post Implementation Support

Through your annual maintenance fees, customer support is provided post implementation.

**Hours of Coverage**

Coverage hours are 6:00 a.m. to 5:30 p.m. Pacific Time from Monday through Friday, excluding CityView observed holidays. Only those statutory holidays that coincide between Canada and the United states are observed by CityView Customer Support.

**Support Requests**

There are three methods to log a Support Request – online, by phone and by e-mail.

Our online support system allows you to enter the problem details through the website noted above. You will immediately receive a computer-generated message that acknowledges receipt of your Support Request including details of the problem and a tracking number. Each time the status of this incident changes, you will receive a notification.

Telephone calls to Customer Support will be answered live during business days. If we are helping another Customer and are unable to answer the phone, please leave a message, with your contact information, Support Request tracking number, and a description of the issue. We respond to messages in a priority sequence.

You can also send us an email to open a Support Request or follow up on an existing issue. We respond to emails in a priority sequence.

**Support Request Prioritization**

Customer Support has guidelines, specified in the table below, for prioritizing Support Requests. Requests are processed in order of priority followed by order of submission.
Table V.1: Service Level Agreement

<table>
<thead>
<tr>
<th>Priority</th>
<th>Definition</th>
<th>Initial Response Time*</th>
<th>Commitment (CityView and Customer)</th>
<th>Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 High</td>
<td>Operation/Service down or critically impacted. Business process impacted. No known workaround.</td>
<td>2 Hours</td>
<td>CityView and Customer will commit necessary resources to fix problem or obtain a workaround.</td>
<td>▪ Users cannot login ▪ Business process halted</td>
</tr>
<tr>
<td>2 Medium</td>
<td>Operation affected, but not down. Business process is not affected. Workaround may be available.</td>
<td>4 Hours</td>
<td>CityView and Customer will commit resources during normal business hours to resolve issue or obtain workaround.</td>
<td>▪ Cannot print ▪ Cannot process payments ▪ Application response is exceptionally slow</td>
</tr>
<tr>
<td>3 Normal</td>
<td>Moderate to negligible impact. No impact to business.</td>
<td>24 Hours</td>
<td>CityView and Customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.</td>
<td>▪ Non-critical feature not working ▪ Feature works but requires user intervention</td>
</tr>
<tr>
<td>4 Info.</td>
<td>Request for information, documentation issues, and enhancement requests.</td>
<td>48 Hours</td>
<td>Request-dependent.</td>
<td>▪ Help file clarification ▪ Form design not in production</td>
</tr>
</tbody>
</table>

* Response time targets are during business hours only.

**Follow-up and Resolution**

If we require additional information relating to your Support request, we will contact you by email or phone for that information. We strive for as quick a resolution as possible and we will provide an estimated resolution time, if possible, providing we have all required information. Due to the complexity and variety of issues we are unable to guarantee resolution times. We will keep your Service Request open and notify you when a resolution is available.

**Feature Requests**

If you come across an idea that you think might make an enhancement to CityView, your input is always welcome. Please submit your suggestions through regular support channels. Any suggestions for enhancements become the property of CityView. CityView may use this
information for any CityView business purposes, without restriction, including for product support and development. CityView will not use information in a form that personally identifies you.

**Guidelines for working with Customer Support**

CityView wants to be as responsive as possible to your support needs. To accomplish this goal, we ask that you be an active part of the process. Following these guidelines will help us achieve a quicker resolution to your issues.

**Designate your Primary Contacts**

Designate up to three users to submit Support Requests. These users should be trained in the use of CityView and constitute the first line of support for your organization.

**Additional Information and Response**

**Knowledge:** Your designated contacts should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.

**Self-sufficiency:** We ask you to be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching the CityView website to determine if your issue is addressed before you submit it to us.

**Preparation:** When you call support, please be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. We ask that you have immediate access to the computer(s) on which CityView products are running.

**Information Collection:** As with any troubleshooting process, accurate and timely resolution depends on information. When you file a Support Request, please provide the following:

- A detailed description of the issue,
- A description of the steps you have taken to deal with the problem,
- A timeline of how long the issue has existed or changed over time, and,
- Attach any appropriate log files.

If we do not have this information, or we require more information, we will contact you. Note that if we contact you for information and we don’t hear back from you in ten business days, we will close your Support Request and mark it as “Closed”.

**Limitations**

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

a. Services required due to misuse of CityView maintained software;

b. Services required due to software corrections, customizations, or modifications not developed by CityView;
c. Services required by the Customer to be performed by CityView outside of CityView’s regular business hours;

d. Services required to resolve or work-around problems that cannot be reproduced in CityView’s support environment;

e. Services which relate to tasks other than maintenance of the Customer’s existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;

f. Services requested by the Customer to implement software updates provided by CityView.
VI. Software & Implementation Milestones & Payments

The following tables detail the milestones and payment terms for the project:

<table>
<thead>
<tr>
<th>Software Licensing</th>
<th>Deliverables</th>
<th>Payment Milestone</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software Licenses</td>
<td>CityView Portal (Licensed for Property Information and Permits &amp; Inspections features only)</td>
<td>$7,500</td>
<td>Invoiced on execution of the Statement of Work</td>
</tr>
<tr>
<td></td>
<td><strong>Total Software</strong></td>
<td><strong>$7,500</strong></td>
<td></td>
</tr>
<tr>
<td>Implementation Services</td>
<td>Deliverables</td>
<td>Project Management Management of project tasks and deliverables by CityView</td>
<td>$12,900</td>
</tr>
<tr>
<td>Installation and Management of CityView PreBuilts to Test Environment</td>
<td>The deliverable of this step will be an installed instance of CityView PreBuilts on the Village’s network</td>
<td>$4,800</td>
<td>Invoiced on execution of the Statement of Work</td>
</tr>
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<td>Remote Walkthrough</td>
<td>CityView staff will provide 2 (two), 4 hour remote sessions to walkthrough the CityView PreBuilts. The purpose of this is to provide Village staff with an understanding of system navigation, search capabilities, new terminology, and a high level overview of the Configuration Tools</td>
<td>$1,200</td>
<td>Due on completion of Remote Walkthrough</td>
</tr>
<tr>
<td>Data Mapping</td>
<td>CityView will provide the Village with a Data Mapping document that will be completed by Village staff. CityView staff will assist where necessary with the data mapping and based on our experience with other upgrade customers we have included 68 hours for data mapping assistance. This will map the Village’s current tables and fields to the CityView PreBuilt database schema.</td>
<td>$10,200</td>
<td>Due upon acceptance of Data Mapping</td>
</tr>
<tr>
<td>Data Conversion</td>
<td>The deliverable of this step will be a CityView PreBuilt environment containing the historical data from the Village’s current CityView system. There may be some historical data that cannot be converted until any customizations have been completed by the Village. The Village can determine whether or not to convert this data themselves or manually enter this into the new system. We have included for 128 hours of data conversion, to be confirmed upon a thorough review of the existing data with the Village at which point a not to exceed cost can be provided.</td>
<td>$19,200</td>
<td>Due upon delivery of converted database ready for validation testing</td>
</tr>
<tr>
<td>-----------------</td>
<td>--------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
<td>---------------------------------------------------------------------</td>
</tr>
<tr>
<td>Validation of Converted Data</td>
<td>2. 4 hour remote sessions (8 hours total) to assist with validation, and 40 hours for conversion refinements</td>
<td>$7,200</td>
<td>Due upon completion of in-scope refinements</td>
</tr>
<tr>
<td>Remote Configuration Training and Review</td>
<td>As detailed in Scope of Work</td>
<td>$10,050</td>
<td>50% due on scheduling first session and 50% due upon completion of training</td>
</tr>
<tr>
<td><strong>Total Services &amp; Training</strong></td>
<td></td>
<td><strong>$73,050</strong></td>
<td></td>
</tr>
</tbody>
</table>
### Statement of Work for Islamorada, FL

**November 12, 2012**

<table>
<thead>
<tr>
<th>ASM (over and above what the Village currently pays)</th>
<th>Provides:</th>
<th>Due on go-live (prorated to the Village’s current ASM payment) and annually on the anniversary date of the current ASM payment</th>
</tr>
</thead>
</table>
|                                                     | • All major and minor software upgrades  
• Unlimited technical support;  
• Unlimited access to the CityView FTP site  
• Unlimited access to the CityView Knowledgeshare | $1,650 |

**AVERAGE PRICES DO NOT INCLUDE** taxes

No customizations or interfaces to the PreBuiltts are assumed or provided in the scope and costs.

**Annual Software Maintenance Note:**

Given the long history the Village has had with CityView, we would like to offer the Village a reduction in their current Annual Software Maintenance over a four year term, negotiating the current 4% increase per year to the consumer price index.

Additionally, we will offer two PreBuilt database updates per year, ensuring the PreBuilt platform has feature enhancements, bug fixes, and performance enhancements applied. We will also bi-annually do health checks on your environment, looking for the following:

- Ensure table sizes remain manageable
- Ensure letter templates return accurate results
- Review data entry... Are there accurate account measures in place to ensure data is appropriately being recorded in the system?
- Monitor comments that should be entered on all inspections/corrections/checklists/violations

These are all important checks to ensure the system is performing optimally, and ensuring the most important aspect; data entry is being performed correctly by staff.

These services are worth $3000.00 annually, providing the city with $12,000.00 in services over the next 4 years, and added benefit to ensure accurate data and workflow is being entered to the system, improving services, and giving accurate trending information.
VIII. Schedule

To be confirmed between the Project Managers in co-ordination with the current existing project schedule.
X. Project Acceptance

After completion of the final training and review, we expect the Village to undertake acceptance testing using self-generated testing scenarios. And the Village will be asked to formally accept the delivered solution.
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 Village’s 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 Village 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 Village Project Sponsor and CityView Project Manager for their review and approval.
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 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 Project 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.
XIII. Remedies and Liability

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

(1) EXCEPT FOR DAMAGES ARISING OUT OF (a) THE VENDOR’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) THE VENDOR’S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE VENDOR’S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO VENDOR BY VILLAGE UNDER THIS AGREEMENT.

(2) 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.

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

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.

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

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

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

B. The Vendor shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any provision of this Agreement.

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

3. Expiration. Unless extended as provided for herein, this Agreement shall naturally expire on the Completion Date.

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

5. Termination by Vendor. Vendor may terminate this Agreement only upon the substantial breach by the Village of a material provision of this Agreement.
XV. Authorizations

FOR Village:

By: Edward Koconis
    Village Manager

CITYVIEW:

By: Susan McCormick
    Executive Vice President

Statement of Work for Islamorada, FL

November 12, 2012