



#### **CHANGE ORDER/QUOTATION**

CHANGE ORDER/QUOTATION DESCRIPTION			
6 Feb 2023	Quote #:	OverCountPP_Jan2023	
City of Norman	Valid Until:	15 May 2023	
Kari Madden	Created By	Lewis Gouge	
	6 Feb 2023 City of Norman	6 Feb 2023  City of Norman  Quote #:  Valid Until:	

#### **Description of the Requested Services:**

**Purpose:** The City of Norman is interested in adding CityView's Over the Counter Payment Processing (Invoice Cloud) functionality to their CityView solution. The primary use is integrating CityView Workspace with a point-of-sale card/chip reader through the Invoice Cloud payment gateway for counter payments. Licensing and configuration are included. No additional training or travel are included.

Total	\$ 10,640	
Implementation Services (see above)	\$ 2,340	
Processor (Invoice Cloud) Extension)	\$ 8,300	
Software Licenses (CityView Over the Counter Payment		

Travel & expenses (billed on a cost recovery basis) - none required

\$ -

CityView Annual Software Maintenance year 1 (all software updates, 12/5 unlimited support) to be pro-rated 1" year

\$ 2,075

#### **Assumptions:**

- o The City of Norman needs to have an Invoice Cloud account setup in advance, as the Payment Gateway.
- The EMV card reading device, PayGuardian, and CloudPOSConnect will be set up on the computer(s) running CityView Workspace that will be processing point of sale (POS) card payments.

 Impact Assessment: To be added to project schedule by CityView Project Manager, Teri Wright

 Total Estimated Cost:
 \$10,640 plus pro-rated ASM
 Planned Delivery Date:
 TBD

 Payment Terms:
 Invoiced upon signing of a license amendment and due Net 30 days.





# AMENDMENT No. 1 TO LICENSE AND SUPPORT AGREEMENT

THIS AMENDMENT NO. 1 to the License and Support Agreement (the "Amendment") is dated and			
	by and between N. Harris Computer Corporation ("CityView") and the		
City of Norman, OK (Licensee).			

## RECITALS

**WHEREAS**, the parties entered into a Software License and Support Agreement dated 19 December 2017 (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 deleted in its entirety and be replaced with the Schedule A in this Amendment.

#### 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 <u>Counterparts.</u> 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 <u>Binding Effect</u>. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Amendment No. One to Contract K-1718-78





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:
Acceptation 2023.04.18 15:48:50-07'00'	
Print name: Susan McCormick	Print name: Larry Heikkila
The fame. Sasar Meconifick	Print name: Larry Heikkila
Title: Executive Vice President	Title: Mayor
Date:	Date:
	ATTEST:
	City Clerk
	oreh oreik

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT BY DATE 4/20/23





## SCHEDULE A

Description of Software, Software & Maintenance Fees, Payment Milestones and Deliverables

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 19 December, 2017 as updated by the execution of this Agreement by and between CityView and the City of Norman, OK.

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

Product Description	
50 CityView Concurrent Application Client – Workspace (Read/Write)	
10 CityView Concurrent Application Client – Workspace (Read only)	
11 Concurrent Users of CityView Mobile for Permits & Inspections	
6 Concurrent Users of CityView Mobile for Code Enforcement	

2 LICENSED CITYVIEW MODULES – NOW SUBJECT TO 50 MAXIMUM CONCURRENT READ-WRITE USERS AND 10 MAXIMUM CONCURRENT READ ONLY BUT WHICH WERE PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "E" BUT WHICH IS NOW SUBJECT TO THIS AGREEMENT.

CityView Property Information	
CityView Permits & Inspections	
CityView Planning	
CityView Cashiering	
CityView Business Licensing	
CityView Service Requests	
CityView Code Enforcement	
CityView Electronic Plans Review	

# 3 <u>CITYVIEW ADD-ONS PREVIOUSLY LICENSED UNDER THE TERMS OF SCHEDULE "E" AND NOW SUBJECT TO THIS AGREEMENT</u>

CityView Server
CityView Esri ArcGIS Mapping Extension
CityView supported EDMS Extension (Laserfiche)
CityView Portal for Planning, Permits & Inspections, Code Enforcement,
Business Licensing, & Service Requests
CityView MS Exchange Extension
CityView Configuration Console
CityView Payment Processor Extension
CityView MS Word Add-In
CityView MS Outlook Add-In





1 site license CityView Electronic Plans Review*		
1 site license CityView Web Services Extension (Selectron IVR)		

<sup>\*</sup>Does not include Bluebeam Revu

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

CityView Modules, User Licenses and Add-Ons

1 site license	CityView Over the Counter POS Payment Processor (Invoice Cloud) Extension

# 5 PAYMENT MILESTONES AND TERMS

Software Licensing	Deliverables	Payment Milestone	Payment Terms
Software Licenses Include: 1 CityView (Invoice Cloud) OTC POS Extension	CityView will:  • 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	\$8,300	Invoiced or execution of the contract and due ne 30 days

Annual Recurring Fees	Deliverables	Payment Milestone	Payment Terms
CityView Annual Recurring Fees (year 1)	Provides:  • 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	\$2,075	Invoiced on execution of the contract and due net 30 days (will be pro-rated)