

Agenda
Meeting Date: January 11, 2021
Administrative Committee

Time: 6:00 pm

Trustee Sarro, Chairwoman
Trustee Demopoulos
Trustee Czajka
Trustee Flores
Trustee Mengoni

- 1) Open Meetings Act Procedures
- 2) Website Update & Enhancements
- 3) Other

**THIS MEETING WILL BE CONDUCTED REMOTELY
VIA CONFERENCE CALL/ZOOM.**

PLEASE CALL (312) 626-6799
MEETING ID: 861 9951 3697

TO JOIN BY ZOOM:

<https://us02web.zoom.us/j/86199513697>

Public comments may be sent prior to the meeting/conference call via email to Administration@northriverside-il.org until 3pm the day of the meeting. All public comments received by that time will be read at the end of the meeting/conference call.



3318 WEST 95th STREET
EVERGREEN PARK, IL 60805

OFFICE: (708) 424-5678
FAX: (708) 425-1898

www.osmfm.com

MEMORANDUM

To: Mayor Hugh Hermanek and Village of North Riverside Board of Trustees; Village Administrator Sue Scarpiniti

From: Michael Hayes and Sean McGrath (Odelson, Sterk, Murphey, Frazier & McGrath, Ltd.)

Re: Guidelines for Compliance with Open Meetings Act's "Public Comment" Requirement and Development of a Written Policy

Date: January 4, 2021

The Village's Municipal Code does not contain any written regulations governing "public comment" at its open meetings. While written regulations are not mandatory under the Open Meetings Act, it is advisable to establish "in writing" any regulations the Village wishes to enforce. The Illinois Public Access Counselor generally does not recognize or enforce regulations on public comment that are not in-writing. This memo addresses the current legal requirements applicable to "public comment" at open meetings, including those requirements for meetings held remotely (in whole or in part) as a result of the COVID-19 pandemic. The memo also outlines the relatively few types of regulations or restrictions on public comment that withstand potential challenges under the First Amendment. Generally, only regulations that place reasonable time, place, and manner restrictions on public comment are valid or enforceable. Those regulations that restrict or prohibit public comment based on the content of the comment are almost universally held invalid or struck down under the First Amendment. We recommend that certain reasonable regulations be discussed and adopted to promote efficient and orderly meetings in compliance with the Open Meetings Act.

SECTION I: BACKGROUND

Section 2.06(g) of the Open Meetings Act ("OMA") requires that all public bodies subject to the OMA allow members of the public to "address" public officials at public meetings. In Illinois, the public body must set aside time for public comment during open meetings. Public bodies must publish their public comment rules.

While the OMA is clear the public has a right to speak during a meeting of the public body, that right is subject to *reasonable limitations* by the public body. The OMA does not provide any detail regarding potential regulations on public comment, but the courts and the Illinois Public Access Counselor ("PAC") have provided some guidance to public bodies in their decisions. The general rule is that public bodies *may* only adopt "content-neutral" rules and *may not* limit speech based on its content.

The following illustrates what does (and does not) constitute a reasonable limitation on public comment.

SECTION II: REASONABLE CONTENT-NEUTRAL RESTRICTIONS

Public bodies may adopt “content-neutral” rules which are reasonable time, place, and manner restrictions deemed necessary to further a significant government interest. Most reviewing courts and the PAC have recognized that conducting efficient public meetings qualifies as a “significant government interest”.

1) **Time Restrictions:**

- A. At an open government meeting, the public body will have designated time(s) for the public to speak directly to the government on the agenda.
- B. A public body has the authority to determine the time-frame during an open meeting for the public to speak.

Example: Three minutes per speaker for a total public comment period of 30 minutes.

- C. Procedurally an individual should wait to be recognized by the meeting chairperson and then address the public body during the specified time period. Members of the public should not yell out or interrupt the meeting from their seats, as that may result to removal of the public member from the meeting.

2) **Place Restrictions:**

- A. When government regulates public speech based on physical location or based on its placement on the agenda for a meeting, *without* regard to the content of the speech, this is called a place restriction.
- B. At an open government meeting, a government entity has discretion as to where to place the public comment period.
- C. Public comment may be near the beginning of the meeting, towards the end of the meeting, in both the beginning and end, or even multiple times throughout the public body’s discussion of different agenda items.

3) **Manner Restrictions:**

- A. When government restrictions on the public’s speech are based on the manner of the speech, *without* regard to the content of the speech, this is called a manner restriction.

Example: Noise regulation; the public has the right to speak at an open meeting, but they may not speak into a megaphone in making a public comment.

- B. Public bodies may require members of the public to sign-in to make a public comment and state their name before speaking.
- C. But Illinois public bodies *may not* require any speaker to state his or her physical or residential address (See *Illinois Attorney General Public Access Opinion 14-009*).

Reasoning: A person’s right to comment at a public meeting is not contingent upon where he or she resides. Requiring a speaker to disclose their home address before addressing the public body would have a chilling effect on individuals who wish to speak and is inconsistent with the OMA.

4) **Other Considerations:**

A. Harassment or Vulgarly

The OMA does not require that a public body subject itself or others to harassment or vulgarity. Rules prohibiting such speech by the public are regularly upheld when they are reasonably enforced.

- **Note:** such rules should be limited to vulgar language (such as swear words) and/or culturally insensitive name calling. Going beyond banning this type of language would, at the very least, be subject to challenge.

B. Response to Public Comments

- i. No portion of the OMA, or any other law, requires that members of the public body respond to public comments or otherwise engage in a dialogue or debate with a speaker.
- ii. This is true even if a member of the public demands an immediate answer to their question or concern.

SECTION III: UNCONSTITUTIONAL RESTRICTIONS ON PUBLIC COMMENTS

Content-Based Restrictions / Political Speech:

Pursuant to the First Amendment of the U.S. Constitution, a public body cannot limit your speech based on its content, meaning the members of the public body cannot limit what a member of the public says because:

- Public body members do not like what the speaker is saying;
- Public body members “have already heard it”; or
- The speech is critical of government.

As a general rule, public comment policies may limit comment to matters pertaining to the local government, but such policies *cannot* dictate that only some aspects of local government can be discussed and not others.

Political speech is protected by the First Amendment. Public comments to a government body are considered political speech by nature. As such, a public body may not pre-empt a public comment by forbidding a person from making “critical” or “personal” remarks against a public body or its members.

Accordingly, a governmental public body is prohibited from regulating the content of speech unless it can articulate a compelling government interest to do so, which is a very high standard and rarely met.

Viewpoint Restrictions:

- A viewpoint restriction is a type of content-based restriction, which blatantly favors or disfavors one point of view over another.
 - Example 1: A public body is unreasonable if it only allows for “pro-union picketing” near schools but excludes picketing related to other issues in the same places based on content.
 - Example 2: A government may not allow only proponents of an issue to speak.

Maintaining Decorum Policies:

- A decorum or “niceness” policy attempts to regulate the tenor of individual speakers and how they deliver a comment, forbidding speech that is “offensive” or “disrespectful.” Such policies are typically considered unreasonably vague.
- Some examples considered unconstitutional restrictions on speech:
 - “Comments that are abusive and harassing, and/or state personal attacks will not be permitted.”
 - “Speaker shall be courteous and cannot personally disrespect any board member.”
 - “Speakers will not be permitted to name call any board member.”
- Members of the public, even speakers who are arguably disrespectful and/or offensive in their comments, have generally prevailed on challenges to decorum policies.

Repetitive Comments:

- First Amendment freedoms are violated when a public body does not allow each person the same opportunity to speak during a public comment period. Each member of the public has the same First Amendment freedom to speak.
- A limited time period per speaker prevents unduly repetitive comments.

SECTION IV: BEST PRACTICES

1) **Protect Political Speech**

- A public comment policy must comport with the First Amendment and protect political speech.
- The policy will protect the right of the speaker to lawfully speak by being content-neutral and not authorizing any public official to silence someone based on what they are saying.

2) **Limit Total Time Period and Time Per Speaker**

- A common time limit for the total time period available for public comment is 30 minutes, with allowance for extra time allocated for special circumstances involving controversial subjects.
- A common time allotment per speaker is 2 or 3 minutes per speaker. Best practices require that the time allotment per speaker is uniformly enforced. Failure to do so puts the public body at risk using bias through imposing content-based restrictions on speech.

3) **Sign-In Requirements**

- A public body may elect a first-come-first-serve basis, and require sign-up, but best practices dictate that at the end of the public comment period the chairperson ask if anyone wishes to make a public comment that did not have a chance to sign-in.

4) **Notice for Public Comment**

- Public comment must be noticed on a public body’s meeting agenda.

Example of Language for a Public Comment Policy:

“You may address the public body on any matter during the public forum portion of the meeting. Please sign-in at the back of the chambers before the start of the meeting and approach a microphone once you have been recognized by the chair. If you did not have the opportunity to sign-in prior to the meeting, the

chair will ask at the end of the public forum if there are any other public speakers. Please raise your hand and the chair will recognize you.

All meetings of the Board are open to the public, and public comment is accepted for a maximum of 30 minutes at each meeting. At the beginning of your comment, please state your name. There is a three (3) minute time limit for your remarks. Please be aware that the public body is not required to respond to your remarks during the course of their meeting.”

Public Comment Alternatives During COVID-19:

Even during a pandemic, the OMA requires public bodies to allow public comment at meetings of the public body. As an alternative to allowing members of the public to participate directly in the meeting (is not possible or advisable under the circumstances presented) the public body may allow members of the public to participate in one of the following ways:

- 1) Submit comments via email or in writing to a designated official for reading into the record by a designated official during the meeting, subject to existing rules for public comment;
- 2) If members of the public are participating from another room or location, allow individuals to enter the meeting room one at a time to provide comment, while maintaining social distancing; or
- 3) Allow members of the public to schedule specific times for providing their comments, have individuals enter the meeting room long enough to provide comment and then exit to allow comment by the next person, while maintaining social distancing.

If the public body convenes via electronic means, it should provide multiple alternative means for the public to comment, such as, telephone or video-conference capabilities, in addition to the submission of emailed or written comments. If utilizing a conference call-in system or a web-based system, participation information should be identified in the meeting notice.

We look forward for discussing this matter further and receiving direction from the Village.

**CivicPlus**

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-11768-1

Date:

9/15/2020 10:51 AM

Expires On:

12/31/2020

Product:

CivicClerk

Client:

North Riverside IL - CivicClerk

Bill To:

North Riverside IL - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Jones	x785.323.4713	rjones@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk CP Media Implementation	CP Media Implementation	One-time
1.00	CivicClerk CP Media Annual - Premium	CP Media Annual - Premium (Unlimited Storage)	Renewable
1.00	CivicClerk Small Govt Package	Small Towns <10k Population & <7 boards	
1.00	CivicClerk Annual Fee - Small Govt	CivicClerk Annual Fee - Small Towns	Renewable
1.00	CivicClerk Consulting (1h, virtual)	CivicClerk Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicClerk Configuration – Small Towns	CivicClerk Configuration – Small Towns	One-time

List Price - Year 1 Total	USD 11,850.00
Total Investment - Year 1	USD 10,000.00
Annual Recurring Services – Year 2	USD 8,500.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal

Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in the third year of service.

5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

6. The parties agree to cooperate in a timely manner to complete the Project Development Division of Work, as set forth on Addendum 1 hereto.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Addendum 1 to Exhibit A.1 - Project Development Division of Work

Phase 1 – Introduction and Initial Configuration

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Complete the implementation questionnaire • Provide Word versions of your agendas and item reports 	<ul style="list-style-type: none"> • Create a production site request and assign a PL request in JIRA • Reach out to Client to explain the Implementation plan • Schedule and conduct a kick-off call with Client, if requested • Once supplied Word versions of the agendas and item reports, configure the templates in the system • Input questionnaire data

Phase 2 – Initial Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Be prepared to schedule a call for system review • Provide feedback on any needed changes 	<ul style="list-style-type: none"> • Schedule and conduct a first look call with Client. • Provide any template changes needed to CivicPlus.

Phase 3 – Final Configuration and Review

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Provide a list of users • Provide any additional feedback and changes 	<ul style="list-style-type: none"> • Enter user list with appropriate security settings • Make necessary changes to templates and configuration

Phase 4 – Training

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Schedule a presentation for administrator training • Schedule a presentation for end user training 	<ul style="list-style-type: none"> • Schedule and conduct administrator and end user trainings

Phase 5 (As Needed) – Additional Services

CLIENT RESPONSIBILITY	CIVICPLUS RESPONSIBILITY
<ul style="list-style-type: none"> • Provide Word versions of your most recent minutes • Provide a list of your Board/Council members • Schedule a 30 minute call for minutes training • Schedule a 30 minute call for BoardView training 	<ul style="list-style-type: none"> • Once supplied Word versions of the minutes, configure the templates in the system • Schedule and conduct minutes training • Schedule and conduct BoardView training

**CivicPlus**

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-11902-1

Date:

9/18/2020 2:39 PM

Expires On:

12/31/2020

Product:

CivicReady

Client:

North Riverside, IL - CivicReady

Bill To:

North Riverside, IL - CivicReady

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Jones	x785.323.4713	rjones@civicplus.com		Net 30

CivicReady - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicReady Mass Notification Annual Fee	CivicReady Mass Notification Annual Fee	Renewable
1.00	CivicReady Standard Implementation	Standard Implementation including up to 3 Groups Configured, Initial Residential Database Upload, Recorded Group Admin Training	One-time
Total Investment - Year 1			USD 3,101.06
Annual Recurring Services – Year 2			USD 3,101.06

Total Days of Quote:365

Term & Payment

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicReady Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in the third year of service.

CivicReady Functionality

5. CivicReady provides the ability for Client to generate high-speed notifications to listed databases through an internet-hosted software application (the "Services"). Client's database(s) shall be limited to containing contact data located within the geographic boundaries of North Riverside, IL - CivicReady. Client may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.

CivicReady Appropriate Use of Service

6. Client agrees to use Service in ways that conform to all applicable laws and regulations. Client agrees not to make any attempt to gain unauthorized access to the Services or any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access the Service, or otherwise delivered by Service on behalf of Client.

7. Client shall be responsible for compliance with all applicable laws regarding outbound telemarketing including the CAN-SPAM ACT, State and Local telemarketing laws and requirements. Client will be solely responsible and liable for any such violations.

CivicReady Security and Confidentiality

8. CivicPlus will use commercially reasonable practices and standards to secure and encrypt data transmissions. Client understands that CivicPlus is providing Service on the World Wide Web through an upstream third party Internet Service Provider, using public utility services which may not be secure.

Client agrees that CivicPlus shall not be liable to Client in the event of any interruption of service or lack of presence on the Internet as a result of disruption by the third party Internet Service Provider or public utility. Client agrees that CivicPlus cannot guarantee the integrity of Client supplied or user supplied data. Any errors, duplications, or inaccuracies related to the Client or user supplied data will be the responsibility of the Client.

9. CivicPlus acknowledges the confidential nature of Client and user supplied data and agrees to prevent the disclosure to the public or to anyone not employed by CivicPlus, any confidential data. Data collected by CivicPlus will remain secured and will only be released upon mutual agreement by both parties or a court order. Client agrees that private citizens may voluntarily contribute their contact information to be used in Service, and CivicPlus shall maintain a database of such information.

Account Information and Privacy

10. CivicPlus does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

Representations & Warranties

11. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

12. CivicPlus will use commercially reasonable efforts to maintain continuous access but will not be responsible for events beyond its control.

13. Client represents and warrants that Client has not provided any false information to gain access to the Service and that Client's billing information is correct.

Disclaimer of Warranties and Limitation of Liability

14. Client understands that CivicPlus cannot and does not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. Client is responsible for implementing sufficient procedures and checkpoints to satisfy Client's particular requirements for anti-virus protection and accuracy

of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. CIVICPLUS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT CLIENT'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO CLIENT'S USE OF THE SERVICES OR TO CLIENT'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

15. CLIENT'S USE OF THE SERVICES IS AT CLIENT'S OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CIVICPLUS NOR ANY PERSON ASSOCIATED WITH CIVICPLUS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER CIVICPLUS NOR ANYONE ASSOCIATED WITH CIVICPLUS REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET CLIENT'S NEEDS OR EXPECTATIONS. CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CIVICPLUS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RELATED TO OR ARISING FROM CLIENT'S USE, MISUSE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE RESULTING FROM CLIENT'S USE OF THE SERVICES, UNAUTHORIZED ACCESS TO OUR SERVERS, SERVER UNAVAILABILITY AND ANY PERSONAL INFORMATION STORED THEREIN, ANY DELAYS OR INTERRUPTIONS DUE TO ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, DENIAL OF SERVICE ATTACKS, DATE DATA PROCESSING FAILURES, TELECOMMUNICATIONS OR INTERNET PROBLEMS OR UTILITY FAILURES, HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED, TO CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE AND WHETHER OR NOT CIVICPLUS WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (II) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES OR DESTRUCTIVE PROPERTIES OF THE SERVICE. IN NO EVENT SHALL CIVICPLUS'S AGGREGATE LIABILITY UNDER THESE TERMS OF USE EXCEED THE TOTAL SUM OF MONIES PAID FROM CLIENT TO CIVICPLUS AS CONSIDERATION FOR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Internet Delays

17. CIVICPLUS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CIVICPLUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Acceptance

The undersigned has read and agrees to the following Terms and Conditions, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date: [https:// legal.seeclickfix.com/terms-and-conditions-cp/](https://legal.seeclickfix.com/terms-and-conditions-cp/)

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



Prepared for:

Pamela Foy
North Riverside Illinois
pamf@northriverside-il.org
(708) 447-4211

Prepared by:

Richard Jones
Inside Sales
rjones@civicplus.com
785.323.4713

Issue Date:

12/4/2020

Pricing Expires:

12/31/2020

Product Name	DESCRIPTION	QTY	TOTAL
SeeClickFix Annual	SeeClickFix Annual Licenses	5.00	USD 5,000.00
TOTAL:			USD 5,000.00

One Time Costs	USD 0.00
Annual Recurring Costs	USD 5,000.00

*Annual Recurring Costs are subject to 5% annual technology uplift in subsequent renewal years, starting with the second renewal year.

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://legal.seeclickfix.com/terms-and-conditions-cp/> ("MSA"), to which this SOW is hereby attached as the SeeClickFix Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 90 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 (the sum of the One Time Costs and the Recurring Costs) will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Renewal Term Annual Recurring Costs shall be invoiced on the start date of each Renewal Term.