

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:**

**Innoprise Contract #:**

**Year:**

**Amount:**

**Department:**

**Contract Type:**

**Contractors Name:**

**Contract Description:**

**Service Agreement**

**for**

**Open Town Hall powered by Peak Democracy Inc**

This agreement (“**OPEN TOWN HALL AGREEMENT**”) entered into as of the date that this OPEN TOWN HALL AGREEMENT is fully executed by all parties, is by and between:

- **Village of Orland Park, Illinois** (“**GOVERNMENT**”), an organization having an address at **14700 Ravinia Avenue, IL, 60462**, and
- Peak Democracy Inc, a Delaware Corporation having an address at PO Box 516 Trinidad, CA 95570 (“**PEAK DEMOCRACY**”).

**1. BACKGROUND**

**1.1 The Parties**

1.1.a **GOVERNMENT** is interested in broadening online civic engagement.

1.1.b **PEAK DEMOCRACY** is a for-profit company focused on increasing, diversifying and synthesizing, civil online civic engagement via a suite of internet-based services.

1.2 **Problem**: The parties believe that government operations and decision-making processes can be enhanced by online forums that augment and diversify civic engagement, and increase the insights gleaned by government staff and leaders.

1.3 **Solution**: The parties believe that enabling a new channel by which citizens can learn about government issues and provide feedback via specially structured internet services can augment and diversify civil, online civic engagement, and more specifically: (a) facilitate easy and convenient participation in community issues, (b) prevent or limit the impact of disruptive behavior from discouraging participation, and (c) improve the efficiency of decisions makers to synthesize large amounts of diverse feedback.

1.4 Program: PEAK DEMOCRACY, and GOVERNMENT agree to implement OPEN TOWN HALL, an internet service that helps local governments increase, diversify and synthesize, civil online civic participation.

Now therefore, the parties agree as follows:

**2. OPEN TOWN HALL**

2.1 GOVERNMENT will pay PEAK DEMOCRACY **seven thousand dollars (\$7,000)** for a one (1) year subscription to OPEN TOWN HALL.

2.2 GOVERNMENT will designate a representative as the primary contact for implementing OPEN TOWN HALL and thereby interact with PEAK DEMOCRACY. Through this primary contact, GOVERNMENT will:

2.2.a Learn about the features, benefits and best practices of OPEN TOWN HALL, and communicate these features, benefits and best practices to GOVERNMENT employees, elected officials and residents.

2.2.b Specify the issues that GOVERNMENT wants to post on OPEN TOWN HALL via the administrative system supplied for that purpose;

2.2.c Facilitate the implementation of OPEN TOWN HALL within GOVERNMENT'S web site;

2.2.d Lead the promotion of (i) OPEN TOWN HALL in general and (ii) each posted issue in particular, to GOVERNMENT residents via press coverage and email notifications that use GOVERNMENT'S email lists.

2.2.e At Peak Democracy's request, participate in up to four Open Town Hall Review meetings during the duration of this Agreement. Each meeting will be a one hour phone or web meeting with Peak Democracy in which the GOVERNMENT presents the status of the OPEN TOWN HALL implementation to Peak Democracy and learns about latest features and best practices from Peak Democracy.

2.3 PEAK DEMOCRACY will provide OPEN TOWN HALL to GOVERNMENT, and accordingly will:

2.3.a Host the software as a service on PEAK DEMOCRACY-provisioned servers.

2.3.b Provide administrative access privileges to an unlimited number of employees of GOVERNMENT and unlimited support to those employees for the term of this agreement.

2.3.c Provide all features and services listed in Exhibit A 'Scope of Work' which is incorporated into this OPEN TOWN HALL AGREEMENT.

2.3.d Advise GOVERNMENT on best practices to use with OPEN TOWN HALL, such as the best ways to implement in a web site, the best types of issues to post, and the best techniques to maximize usage by residents. PEAK DEMOCRACY will provide this advice via email, phone and web meetings. In the event that GOVERNMENT requests in-person meetings, PEAK DEMOCRACY will provide a quote to participate in such meetings, and will obtain GOVERNMENT's approval in writing before attending such meetings or incurring any meeting-related costs.

2.3.e Assist residents that use GOVERNMENT'S OPEN TOWN HALL using email as the primary means of this assistance.

2.3.f In the event that GOVERNMENT requests features or services that are not included in Exhibit A ("Custom Software Development"), Peak Democracy will provide a quote for performing said services on a time and materials basis. Peak Democracy will provide the first 7 hours of Custom Software Development services to GOVERNMENT at no charge; thereafter, additional hours will be charged @ \$100/hour. In the event that GOVERNMENT uses less than 7 hours of Custom Software Development services, unused hours cannot be redeemed for cash, but can be carried over to subsequent Open Town Hall Agreements started at the conclusion of this Agreement.

2.4 No Tracking or Advertising PEAK DEMOCRACY will protect GOVERNMENT's efforts to broaden civic engagement without interference from political campaigns or other special interests, and accordingly:

2.4.a PEAK DEMOCRACY will not display any message, communication or advertisement sponsored by any third party to any user on any website, email, regular mail, browser, phone or any other device.

2.4.b PEAK DEMOCRACY will not require any user to accept messages or advertising from any third party as a condition of use in any privacy policy, terms of service or other agreement.

2.4.c PEAK DEMOCRACY will not collect any information from any user without GOVERNMENT's prior approval. GOVERNMENT hereby authorizes PEAK DEMOCRACY to collect users'

- responses to GOVERNMENT's requests for feedback,

- contact information for determining the neighborhood of the user's residence or business, and for contacting the user under the GOVERNMENT's direction,
- demographic information as approved by GOVERNMENT, and
- browser id (cookies) and remote ip only as necessary to support the user's interaction with Open Town Hall.

### 3. MISCELLANEOUS

3.1 Duration: The initial duration of this OPEN TOWN HALL AGREEMENT is **one (1) year**, commencing on the date that this OPEN TOWN HALL AGREEMENT is fully executed by all the parties.

3.2 Expiration: This offer to enter into this OPEN TOWN HALL AGREEMENT expires **January 31, 2018**.

3.3 Extent: This OPEN TOWN HALL AGREEMENT embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, whether oral or written, between the parties relating to the subject matter hereof

3.4 Scope: Nothing contained in this OPEN TOWN HALL AGREEMENT will be deemed to grant to GOVERNMENT either directly or by implication, estoppel, or otherwise any license or other rights in or to any copyrights, copyrightable material, patents, patent applications, or other proprietary interests of PEAK DEMOCRACY existing prior to the effective date of this OPEN TOWN HALL AGREEMENT or arising out of performance of this OPEN TOWN HALL AGREEMENT.

3.5 Independence: In performing their respective duties under this OPEN TOWN HALL AGREEMENT, each of the parties will be operating as an independent contractor. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

3.6 Applicable Law: This OPEN TOWN HALL AGREEMENT shall be governed by, and GOVERNMENT and PEAK DEMOCRACY shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of California. This OPEN TOWN HALL AGREEMENT shall be governed by State of California law and suits pertaining to this OPEN TOWN HALL AGREEMENT may only be brought in courts located in Alameda County, California.

In witness whereof, PEAK DEMOCRACY, and GOVERNMENT have executed this OPEN TOWN HALL AGREEMENT by their respective officers hereunto duly authorized, on the date and year hereinafter written:

**Peak Democracy, Inc.**

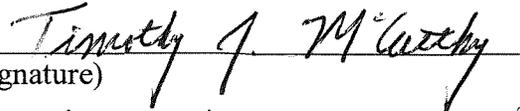
**Village of Orland Park**

By   
(Signature)

Name: Rob Hines  
(Please Print)

Title: Director of Public Engagement

Date: Feb 27 2017

By   
(Signature)  
TIMOTHY J. MCCARTHY

Name: Timothy J. McCarthy  
(Please Print)

Title: Interim Village Manager

Date 3/2/17