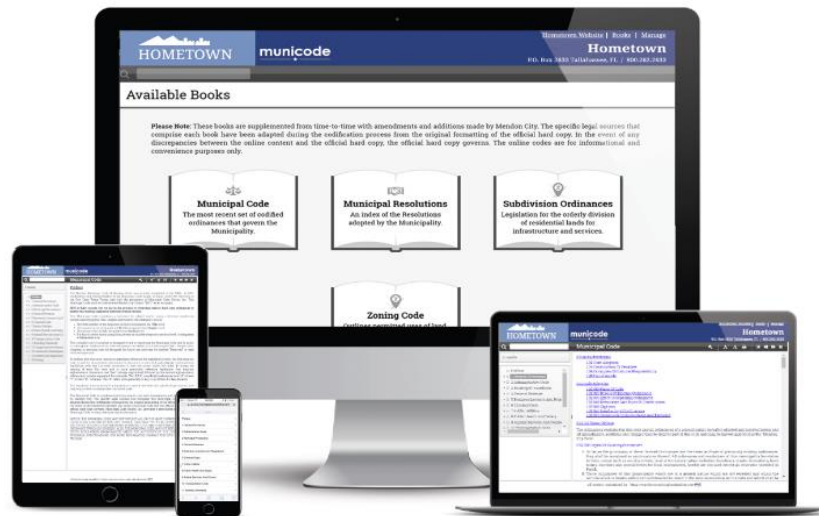# SELF-PUBLISHING SOFTWARE
Aurora, Illinois
June 29, 2020
(Revised from 12/19/19 proposal - Quote valid for 180 days)

Tracy Stevanov
Legal Account Executive
Phone 800-262-2633 ext. 7105
Direct: 828-280-2219
Email tstevanov@municode.com
PO Box 2235 Tallahassee, FL 32316

*This proposal will serve as **Exhibit A** to the attached Self-Publishing Software Agreement*

LETTER OF INTEREST

June 29, 2020

Ms. Jennifer Stallings
City Clerk
City of Aurora
44 East Downer Place
Aurora, IL 60507   via email: CityClerk@aurora-il.org

Ms. Stallings:

Thank you for speaking with Legal Account Executive Tracy Stevanov regarding our Self-Publishing Software service. This service is an ideal solution for clients who prefer to maintain control of the updating of their Code of Ordinances (and additional publications) independently in-house for a fixed annual cost. Although full-service MunicodeNEXT online premium features such as CodeBank, CodeBank Compare + eNotify and OrdBank are not available with Self-Published Codes, your online Code will provide many similar features and will be fully searchable, printable, transparent and accessible to staff and citizens alike.

Municode has been connecting our local government clients with their citizens since 1951! Whether through the legal codification process, our full-service or self-service code updating options, our robust suite of online legislative search tools, meeting management and agenda software or custom government website design, we have the experience, resources and expertise to provide our clients with innovative products, superior technology and excellent customer service. We encourage you to visit our corporate website to explore our full suite of local government services: https://www.municode.com/

In 2021, customers who have chosen to use Municode's Self-Publishing Software, meetings software, and municipal website will enjoy a unified search engine and integration of the Meetings, Web, and Code Hosting platforms. From the Meetings platform, agendas and minutes will be automatically uploaded to the website, and the digital code book quickly updated with permanent links created within the code for the ordinances and the specific meeting from which the legislation was adopted.

After your Code material is converted to Municode's database, authorized users can log in to the online Code, draft proposed changes directly within the contents of the Code, automatically generate ordinances and resolutions, and then publish the amended Code on the web. To view an online Code that is maintained and published by Municode via our Self-Publishing Software option, please visit the Alpine City, Utah Code: https://alpine.municipalcodeonline.com/

The following pages describe this software in more detail. You can also visit our website to request a demo, watch an informative Self-Publishing Software video and review the online Codes of many of our satisfied Self-Publishing Software clients.

To purchase this software, please indicate any additional services you are interested in on pages 2 and return the attached signed Agreement to us for processing. If you have any questions, please let us know. In addition to email, Tracy can be reached at 828-280-2219. Thank you for the opportunity to submit this proposal!

Sincerely,

Steffanie W. Rasmussen
Vice President of Client Services
Phone: 800-262-2633 ext. 1148
steff@municode.com

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★
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PRICE QUOTATION SHEET

SOFTWARE LICENSE, Code of Ordinances (annually) $6,800[1]

The creation of the custom service/instance provides access to:

- ★ Automatic Ordinance/Resolution Drafting Tool
- ★ Automatic Code Updates & Legislative History Tool
- ★ PDF Ordinance/Resolution Storage[2] & Automatic PDF Generation for backup/printing
- ★ Online Training and Customer Service
- ★ Activation of any additional publication, as quoted below

DATABASE CONVERSION & SOFTWARE SETUP (includes 3 hours training) $1,000[3]
(Conversion of Code as updated through pending Supplement No. 10 in Municode's full-service database)

The conversion to Self-Publishing Software empowers you to have a current Code and focus on future changes. Includes up to 1,500 pages of Code material, additional pages will be converted at 50¢ per page. If material is less than 1,500 pages, the remaining page count balance may be applied toward the conversion of any *additional publication* *during the first 3 months of the Agreement term*. All converted material will be posted online within 4 to 6 weeks of our receipt of the material in an editable electronic format, and after any necessary Code updates have been completed. .

CODE UPDATE SERVICES (per ordinance/resolution page) $18

During the initial Code conversion, additional material such as ordinances, resolutions, or policies can be added into any *coded* publication upon request.

ADDITIONAL PUBLICATIONS (each, annually) $295[4]

Can include Minutes, Policies & Procedures, Handbooks, Manuals, Standards, Plans and more!

ADDITIONAL SERVICES AVAILABLE

- ❑ **MunicodeMEETINGS** Agenda Management Software, annually $9,800
  Cloud-based agenda meeting management system. Streamlines and automates agenda process. Increases agenda process visibility, easy agenda updates, approval workflow, live council voting & roll call, email notifications, a unified document search and automated approval routing.

- ❑ **MuniDocs**[5] annually, upgraded self-loading capabilities $350[6]
  Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!

- ❑ **MuniPRO** Service annually $295[7]
  Search over 3,600 codes in the Municode full-service codification library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.

  - ★ Conversion, per additional publication (if added after the first 3 months) $1,000
  - ★ Code Update Services, *after* initial Code conversion, per hour $150[8]
  - ★ Consultation Services and/or Additional Training, per hour $150[9]
  - ★ Onsite Training **Quote available upon request**
  - ★ State Law Review, Legal Review, Recodification **Quote available upon request**
  - ★ Renumbering of Code, quote based on Code material **Quote available upon request**

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[1] Includes 5 user licenses. Invoiced annually upon anniversary date of initial online publication. Following the initial Agreement term, costs may increase by a percentage equal to the annual percentage increase in the Consumer Price Index (CPI) for All Urban Consumers.

[2] Data limitations may apply.

[3] Provided material is submitted in an editable, electronic format. Conversion cost, licensing cost and any additional applicable costs are payable upon completion of data conversion. Material must be received within 30 days of Agreement effective date. Complex or form-based graphics may be subject to an additional cost upon review of material. We will contact you should this occur.

[4] Invoiced upon date of initial online additional publication, and annually thereafter upon anniversary date of initial additional publication.

[5] Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at ords@municode.com.

[6] Includes up to 25 GB storage. Quote for additional storage is available upon request.

[7] MuniPro searches will not include results from self-published Codes, but will include results from the over 3,600 online Codes in our full-service codification database

[8] Excludes legal services. Should legal services be desired, please contact us for a price quote.

[9] Excludes legal services. Can include graphic design/digital imaging services, meeting attendance or special projects.

COMPANY PROFILE

History, Mission, and Team

With over 69 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, the legal codification process, and our robust suite of online legislative search tools.

Municode partners with more than 4,000 government agencies across all fifty states. Municode is a privately-owned financially sound corporation. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; our clients can establish a long-term partnership with our experienced and stable workforce.

Municode is home to over 160 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. We have regional offices located in Rancho Mirage, California; Loveland, Colorado; Sarasota, Florida; Boise and Rexburg, Idaho; Carmel and Kewanna, Indiana; Stillwater, Minnesota; Charlottesville, Virginia; Hudson, New Hampshire; Asheville and Raleigh, North Carolina; Kaysville and Providence, Utah and Lake Dallas and Austin, Texas.

Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio
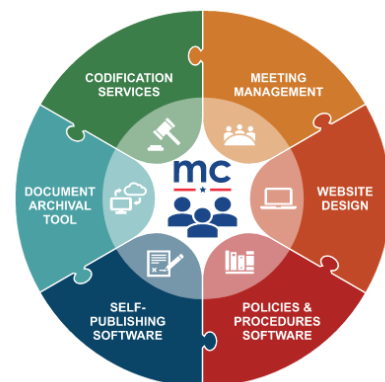
SCOPE OF SERVICES

Our Self-Publishing Software was created specifically for municipalities who prefer to publish and maintain their Code (and other selected publications) online and "in-house", using your staff in lieu of Municode's team of Legal Editors and Legal Proofreaders to edit and update the Code.

Self-Publishing Software puts the maintenance of the Code directly into our client's hands and is equipped with all the tools and technology needed to ensure the successful self-maintenance of your Code and other publications.

We Convert Your Code, You Publish

The self-publishing process begins with converting your recently updated and <u>current</u> Code of Ordinances into Municode's Self-Publishing software platform. If desired, our experienced editorial staff is available to provide assistance to bring the Code current for online publication, or to assist in updating the online Code at any future point in time, as indicated on the ***Price Quotation Sheet***. While some municipalities may prefer the complete independence our online framework offers, we are always available to assist upon request. What if you don't have an official Code, but still wish to utilize this service to record and update your legislation?

During the Code conversion process, you can elect to keep your current Code numbering system or consult with Municode staff to create a logical and inclusive code numbering system that will allow for the continued growth and expansion of the Code. After your material is converted to the Municode software platform, we will provide the necessary training to enable authorized users to update the online Code of Ordinances. This process occurs through our proprietary code-to-document proposal method (which generates automatic digital ordinances/resolutions), or by converting a passed document into the online platform.

Your Changes = Instant Ordinances

As you propose changes in your online code, your edits are tracked and redlined, allowing you to generate automatic ordinances or resolutions for legislators. All proposals made to the Code are automatically numbered and redlined, enabling your Council to clearly see what material has changed, and how those changes will impact your code. Upon passage, staff digitally applies roll call votes. Signatures and seals are applied via email approval. Once the attester approves, your code is current.

Sign, Seal & Update by Email Approval

After the automatically generated document is passed by your Council, an email is generated to request the approval and authorization of your presiding Officer(s) and Attester(s). Upon their authorization, your online code can be instantly updated, and the documents may also be digitally signed and sealed.

In addition to self-publishing your Code of Ordinances, other books or publications can be published and updated within our Self-Publishing platform, such as Minutes, Policies & Procedures, Fee Schedules and more.

SELF-PUBLISHING SOFTWARE FEATURES

Complete Edit, Legislative History

Transparency is your and our primary objective. All changes made to your code within the system are fully and automatically documented and recoverable. The Self-Publishing Software service automatically records your legislative history for your citizens to see the evolution of your code supported by the actual ordinances which adopted, amended, or repealed your section of the code.

Ordinance Design & Review

While some cities and towns may prefer the complete independence our online framework offers, other communities may request assistance from our full-service codification staff. Our experienced staff is available to provide your community with codification services which can include ordinance review, design, and support. Whether you need assistance using the software tools, or in reviewing or designing ordinances, we have a dedicated staff available to help with all your codification needs.

Email Notification of Updates

How often do staff or citizens ask you the last time the code was updated? Give everyone the ability to sign up for email notifications! Users will receive an email containing a link which directs them to what has changed.

Ordinance/Resolution Drafting Tool

As you propose changes in your online code, your edits are tracked and redlined, allowing you to generate automatic ordinances or resolutions for legislators.

Ordinance / Resolution Creator with Digital Signature & Seal

Upon passage, staff digitally applies roll call votes. Signatures and seals are applied via email approval. Once the attester approves, your code is current + updated!

Search & Browse Features

- ★ Cross-reference linking
- ★ Citations in context of legislation
- ★ Shareable link to any title, chapter, article, division, or section
- ★ Search by keyword, and within specific areas of the code

PDF Ordinance/Resolution Storage

Tired of searching for original ordinances? Our Self-Publishing Software allows you to store, search. Data limitations may apply.

Desktop, Mobile Friendly

All our tools use widely accepted web standards and are cross-browser compliant. Your codes are instantly available online as well as on any mobile device the second you choose to make them available. We support all modern mobile browsers and make our best effort to comply with WCAG 2.1 Level AA checkpoints for accessibility.

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Branding, Theming

Each client can choose the colors, logos, and fonts that represent their unique identity. No more one-size-fits-all that other codifiers force you into. We will also support your custom domain for the location of your publication. We also include an array of analytics that will show you how your citizens use your publications, including commonly accessed resources.

Host Additional Searchable Publications

Some clients use our Self-Publishing Software to provide additional resources to the public. The software platform is designed to publish online any regulation or policy that your community implements. Whether it's your municipal code, personnel policies and procedures, public work standards and technical specification, compilation of resolutions or executive orders, minutes, or other regulations; each of these books can be published through our online framework.

Online Training and Customer Service

Municode provides support and training to clients to ensure familiarity with all aspects of the software. Municipal staff who receive our custom training and self-publish their own material develop themselves professionally and learn new skills.

Prudent, Cost Effective

Update as little as or much as you need. With SPS, there are no updating limitations or additional expenses. Most municipalities can save up to 70% with Self-Publishing Software! Our annual rates are fixed, not variable. This means your codification expense won't exceed the budget.

Reliable, Cloud Based

Using one of the biggest cloud-based infrastructures in the world, we can pass on our uptime guarantee of 99.9%! Customers can easily upload all supporting documentation and images such the original legislation, ordinances, zoning maps, documents, etc.

Print-friendly

Download online code as a PDF File, enabling print or backup

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ADDITIONAL SERVICES AVAILABLE FOR PURCHASE

Municode offers a wide variety of services, all of which have been designed primarily to serve local governments. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

Website Design and Hosting Services

Let our team of web analysts and developers create or redesign a website for your municipality that provides

your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community.

When Municode designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price.
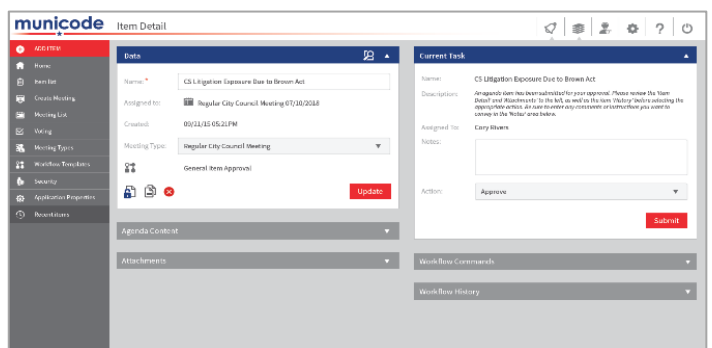
❑ **Request MunicodeWEB Demo/Proposal**

Meeting and Agenda Management

Municode provides a cloud-based agenda meeting management system that enables our clients to save time and money by streamlining and automating the agenda process. With zero set-up requirements, minimal budget impact, built in automatic upgrades and internal and external IT support issues managed directly by Municode's expert team of web analysts and system developers, your staff will spend significantly less time on agenda management, while still maintaining total administrative control of your agenda packets.

Municode provides the highest level of government transparency to your citizens. We will show you how to live

stream your meeting videos at no cost and can provide archived video and audio linking capabilities that will allow your constituents to access the exact point in the meeting video where a specific piece of business is discussed. You can take roll call and record votes live in the meeting – and legislators can also vote directly from their Mac, PC, iPad, or Android device!

Other benefits include agenda process visibility, easy agenda updates, approval workflow, live Council voting & roll call, Email notifications, a Unified Document Search and automated approval routing. When you are ready to publish your Agenda, our "single click publishing" will provide you with automatic agenda and packet creations.

❑ **Request MunicodeMEETINGS Demo/Proposal (*see page 2*)**

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Payment Solutions - Point and Pay

Our preferred payment solutions partner Point & Pay (https://www.pointandpay.com/) makes paying bills easier! Everything they do is backed by their best-in-class user interfaces, insightful features and high-quality service and support. Point and Pay can assist in processing City/County taxes, utility bills, permits & licensing, and more. With a focus on mobile interfaces, they enable your customers to conveniently pay bills whenever and wherever they want!

❑ **Request Point and Pay Demo/Proposal**

MCCi Services:

Laserfiche Enterprise Content Management Software and Services

MCCi understands the challenges organizations face every day with paper-based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCi is passionate about helping organizations run their office more efficiently – saving time, money and resources! With 900 clients nationwide, MCCi is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services

Through MCCi, Municode can help with your digital imaging services needs include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCi provides the most powerful index retrieval search engine available.

Open Records Request Software

JustFOIA is an affordable, easy to use, completely web-based hosted service that was created specifically to help you manage and track public records requests. Since JustFOIA is completely web-based, you can login anywhere that has an internet connection. You simply type in your customized web address and enter your credentials, safely and securely. Your service is available 24/7, every single day of the year.

JustFOIA helps agencies receive, track and report on open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.

❑ **Request MCCi Demo/Proposal**

Internet-based Document Editing and Presentation System

enCodePlus is a unique Internet-based document editing and presentation system used for authoring, displaying, and managing all aspects of land development regulations or zoning ordinances. Developed by community planners, **encode**Plus assists in the creation of land development and zoning ordinances that are fully customizable, easy to navigate and rich with features including GIS interactive mapping, a "Land Use Look Up" tool, hyperlinking to outside resources, historical archiving and in-line graphics.

From its humble beginnings as a stand-alone Windows PC program, **enCode**Plus has matured to meet the needs of an innovative and exacting group of land use code writers and their client communities. To learn more about how **enCode**Plus can be an economic driver for your municipality and positively impact the transparency and navigability of your zoning or land development ordinance, please visit this link: http://www.encodeplus.com/

Request enCodePlus Demo/Proposal

MUNICODE SELF-PUBLISHING SOFTWARE AGREEMENT

Aurora, Illinois

THIS LETTER OF ENGAGEMENT ("Agreement") is entered between the City of Aurora, Illinois ("CLIENT") and Municipal Code Corporation, DBA "Municode" ("CONSULTANT"). For the purpose of this Agreement, "USER" is defined as an employee, consultant, third-party contractor or agent to whom "CLIENT" has granted access to use the services provided under this Agreement. Municode's proposal of June 29, 2020 will serve as **Exhibit A** to this Agreement.

The parties agree as follows:

Term. This Agreement commences on the date it is executed and shall continue until full performance by both parties or until earlier terminated by one party under the terms of this Agreement. The initial term of this Agreement is for a period of (3) three years. This Agreement shall automatically renew on an annual basis, unless either party gives the other notice of non-renewal within thirty (30) days of the scheduled renewal period.

Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in **Exhibit A**. Payment will be made to CONSULTANT in accordance with the terms of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq*.). Payment will be made to CONSULTANT within thirty (30) days of the receipt of the invoice for services rendered, unless otherwise indicated in **Exhibit A**, with the one-time database conversion fee (if applicable), the first recurring annual Software License fee, and any other applicable fees set forth in Exhibit A due within thirty (30) days of completion of data conversion to Municode's database. Thereafter CONSULTANT shall invoice the CLIENT annually for the Software License Fee based upon the anniversary date of the initial online publication, and the anniversary date(s) of any additional publications added during the existing Agreement term.

1. **Consumer Price Index**. Following the initial Agreement term, CONSULTANT may increase fees by a percentage equal to the then applicable annual percentage increase in the Consumer Price Index (CPI) for All Urban Consumers.

2. **Scope of Services**. CONSULTANT's services under this Agreement shall consist of services as detailed in **Exhibit A.** The Scope of Services may be amended or modified upon the mutual written agreement of the parties during the term of the Agreement.

3. **Use of Services.**

    a. CONSULTANT Responsibilities. CONSULTANT shall: (i) provide to CLIENT initial software training and ongoing standard telephone and internet support for the purchased software services at no additional charge and shall (ii) use commercially reasonable efforts to make the purchased software services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which we shall give notice via the purchased software services or email and which CONSULTANT shall schedule to the extent practicable during the weekend hours from 9:00 p.m. Eastern time Friday to 6:00 a.m. Eastern time Monday), or (b) any unavailability caused by circumstances beyond CONSULTANT'S reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving CONSULTANT'S employees), failure or downtime in Third-Party or Internet service provider failures or delays, and (iii) provide the purchased services only in accordance with applicable laws and government regulations.

    b. CLIENT Responsibilities. CLIENT shall (i) be responsible for USER'S compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of CLIENT Data and of the means by which CLIENT acquired said Data, (iii) use commercially reasonable efforts to prevent unauthorized

    c.   access to or use of the services and notify CONSULTANT promptly of any such unauthorized access or use, and (iv) use the services only in accordance with all applicable laws and government regulations. CLIENT shall not (a) make the services available to anyone other than USERS, (b) sell, resell, rent or lease the services, or (c) use the services to store or transmit infringing, libelous, or otherwise unlawful or tortious material.

    d.   Usage Limitations. Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls CLIENT is permitted to make against CONSULTANT application programming interface, and, for services that enable CLIENT to provide public websites, on the number of page views by visitors to those websites.

4. **Integration**. This Agreement, along with the description of services to be performed attached as **Exhibit A**, and the additional products and services described therein contain the entire Agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions.

5. **Warranty**. CONSULTANT warrants that (i) any services provided hereunder will be performed in a professional and workmanlike manner and (ii) the functionality of the services will not be materially decreased during the term. CONSULTANT's entire liability and exclusive remedy under this warranty will be, at the sole option of CONSULTANT and subject to applicable law, to provide restored service(s) which conforms to these warranties within 7 days or to terminate the service(s) and provide a pro-rated refund of any prepaid fees (for the period from the date of the breach through to the end of the term).

6. **Liability**. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of this Agreement and further limited to a maximum amount equal to the consulting fees received by CONSULTANT from CLIENT under this Agreement. CONSULTANT shall not be responsible for the legality of any material initially or subsequently published.

7. **Termination**. This Agreement shall terminate upon the CLIENT's providing CONSULTANT with thirty (30) days' advance written notice. In the event the Agreement is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid hosting and support fees (for the period from the date of the termination through to the end of the term).

8. **Independent Contractor**. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by CONSULTANT to perform services under the terms of this Agreement shall be, and always remain , employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. **Ownership of Product**.

    a.   Reservation of Rights. Subject to the limited rights expressly granted hereunder, CONSULTANT reserves all rights, title and interest in and to the services, including all related intellectual property rights. No rights are granted to CLIENT hereunder other than as expressly set forth herein.

    b.   Ownership of CLIENT Data. As between CONSULTANT and CLIENT, CLIENT exclusively owns all rights, title and interest in and all CLIENT Data.

    c.   Suggestions. We shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the services any suggestions, enhancement requests, recommendations or other feedback provided by CLIENT, including USERS, relating to the operation of the services.

10. **Cooperative Purchasing**.   CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

11. **Right to Purchase.** This Agreement enables CLIENT to purchase any additional services found in **Exhibit A** as an addendum hereto.

12. **Assignment.** Neither party may assign or subcontract its rights or obligations under this Agreement without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without resort to any jurisdiction's conflicts of law, rules or doctrines, and venue for any legal disputes shall be proper only in the Circuit Court of Kane County, Illinois.

14. **Service of Notices.** All required notices shall be deemed to have been validly given if delivered in person or by first class mail or email to the following addresses:
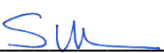
To CLIENT:
City of Aurora, Illinois
ATTN: Jennifer Stallings, City Clerk
44 East Downer Place
Aurora, IL 6050751
CClerk@aurora-il.org

To CONSULTANT:
Municipal Code Corporation
ATTN: Steffanie Rasmussen, Vice President of Client Services
PO Box 2235
Tallahassee, FL 32316
info@municode.com

Either party may change the addresses set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

SUBMITTED BY:

CONSULTANT Signature: _____
Name and Title: Steffanie W. Rasmussen, Vice President of Client Services

ACCEPTED BY:

CLIENT Signature: _____

Name and Title: _____ (please print)

DATED: _____