



**CivicPlus**

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

**Quote #:**

Q-32578-1

**Date:**

12/16/2022 3:41 PM

**Expires On:**

12/31/2022

**Client:**

IRVINGTON, VIRGINIA

**Bill To:**

IRVINGTON, VIRGINIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Aleeda Crawley	x	aleeda.crawley@civicplus.com		Net 30

QTY	DESCRIPTION	PRODUCT TYPE	TOTAL
55.00	Republication with Land Usage Chapter 15 updated through 11-01-2018; Updating code \$990 ( \$18 per page) with 3 printed copies and 1 set of tabs	One-time	USD 990.00
1.00	Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank and MuniPro	Renewable	USD 995.00
1.00	Year 1 Annual Fee Discount	Renewable	USD -248.75
1.00	Full-Service Supplementation Subscription with Land Usage	Renewable	USD 1,300.00
1.00	Year 1 Annual Fee Discount	Renewable	USD -325.00
1.00	Online Supplementation will begin with the ordinances received on an annual basis.	Renewable	USD 0.00
1.00	Print Supplementation will begin with the ordinances received from the municipality on an annual basis.	Renewable	USD 0.00
3.00	(3) Printed Copies and Freight Included	Renewable	USD 0.00
1.00	Municode Tabs (1) as per Line 2	One-time	USD 0.00
Total Investment Initial Term			USD 2,711.25
Annual Recurring Services			USD 2,409.75

1. This Statement of Work ("SOW") is between Irvington Virginia ("Client") and CivicPlus, LLC (the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"). 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 starting at signing of this SOW and continuing for sixteen (16) months ("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 may be renewed for an additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment Initial Term fees for the project shall be invoiced four months from the date of signing this SOW. Any additional fees incurred during the publication and conversion project ("Conversion") phase will be invoiced separately upon the completion of the Conversion.
4. The Annual Recurring Services fee shall be invoiced at the start of each Renewal Term and subject to a 5% annual increase each Renewal Term, starting the first Renewal Term.
5. Total Investment Initial Term assumes Service Provider can rely upon the version of the Client's code ("the Code") furnished and it is in an editable, electronic format. Conversion will take approximately 90 - 120 days upon receipt of all required materials.
6. The Conversion services do NOT include: renumbering, reorganizing the structure of the Code, or legally reviewing the Code content; additional ordinances added to the project; state sales tax, or any annual recurring services; freight, color printing, subsection linking and linking to tables, and internal cross reference review.
7. Client understands and agrees that the Total Investment Initial Term for the Conversion may be increased by the addition of legislation or materials, which may be added at the agreed upon per page rate. Unless noted otherwise in line items above, pages will be printed with single columns and 10 point font size. Additional legislation added to the Conversion must be approved and received by Service Provider prior to the cutoff date established by the parties. Following the delivery of the final code draft for Client proofing (the "Proof"), any extensive changes requested in the Proof content, and/or any material added to the Proof that was not previously contemplated by the parties, will be subject to an additional "Proof Update" fee. Proofs not returned within 45 days may be subject to a Proof Update fee.
8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the parties following execution of this SOW. Service Provider shall not begin work under this SOW until all necessary documentation, materials, of a general and permanent nature and in a useable format (MS WORD or editable PDF), and communication are received. Service Provider will not be liable or responsible for any delay in the time or completion of the services due to the action or inaction of Client.
9. Additional services, including but not limited to, additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the parties.
10. Service Provider is not a law firm and may not perform services performed by an attorney, and the services contemplated herein do not constitute a substitute for the advice or services of an attorney. Nor is an attorney-client relationship established under this SOW or the services provided herein.



11. The Parties agree that notwithstanding the indemnification covenants at Section 15 of the MSA, shall not apply to public interpretation of Legal Code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

Signature Page to Follow.

**Additional Terms and Conditions:**

**If Annual Recurring Supplement Services is included in the services to be delivered under this SOW, the following terms apply:**

1. Annual Recurring Supplement Services does NOT include:
  - Additional copies, reprints, binders and tab orders;
  - Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
  - Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
  - Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
  - Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
  - Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
  - The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
  - Online Code hosting and online features.
  
2. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

**If Legal Review is included in the services to be delivered under this SOW, the following terms apply:**

1. Legal Review services include legal review of Client's Code of Ordinances ("Code") as published, to ensure conformity with state statutes and to identify any areas of possible legal concern. The review will also determine if there are any inconsistencies or conflicts within the legislation itself. Service Provider will notate any state law references within the Code that need to be updated in the memorandum. Legislation not currently included in the Code can be reviewed for an additional fee. Within 30 days of Client's receipt of the Legal Memorandum, Client may purchase an optional conference, via telephone or webinar, to review the Legal Memorandum and Service provider's recommendations, to be billed at Service Provider's current rates. The Legal Review services excludes implementation of any recommendations.

**If Self Publishing Software is included in the services to be delivered under this SOW, the following terms apply:**

1. Client's responsibilities include:
  - a. Providing all code and/or book material to be converted to the Self-Publishing Software frame in digital format. The destination format for storage and presentation of the Client's document will be in the form of standard HTML and PDF;
  - b. Participating in the training necessary to use the software for the publication and integration of enacted legislation, and the drafting of future ordinances for self-updating; and
  - c. Integrating all future legislation into the existing code and continue to use the Self-Publishing Software to update and maintain any additional Client publications (unless for an additional fee the Service Provider is utilized for this service).
  
2. Client may add additional publications to the Self Publishing Software services purchased herein at an additional annual rate for each added publication, to be agreed upon by the parties, including without limitation: Minutes; Policies and Procedures; Resolutions; Public Works; Construction Standards; Plans; Charters, Museums, Airports.

**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: Julie W. Harris  
Name: Mayor  
Title: \_\_\_\_\_  
Date: 12/28/22

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Contact Information**

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization Town of Irvington URL www.town.irvington.va.us  
Street Address 4203 Irvington Rd.  
Address 2 \_\_\_\_\_  
City Irvington State VA Postal Code 22480

CivicPlus provides telephone support for all trained clients from 7am -7pm Central Time, Monday-Friday (excluding holidays).  
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone Laurel Taylor 804-436-6754  
Julie W. Harris 540-273-8363

Emergency Contact & Mobile Phone \_\_\_\_\_

Emergency Contact & Mobile Phone \_\_\_\_\_

Billing Contact Laurel S. Taylor, Clerk E-Mail info@town.irvington.va.us

Phone 804-438-6230 Ext. — Fax —

Billing Address 4203 Irvington Rd.  
Address 2 \_\_\_\_\_

City Irvington State VA Postal Code 22480

Tax ID # 54-6066374 Sales Tax Exempt # \_\_\_\_\_

Billing Terms on demand (invoice) Account Rep \_\_\_\_\_

Info Required on Invoice (PO or Job #) —

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [ ] or N [ X ]

Please list all external sources: \_\_\_\_\_

Contract Contact Julie Harris, Mayor Email jharris@town.irvington.va.us  
Laurel Taylor, Clerk Email info@town.irvington.va.us

Phone 804-438-6230 Ext. — Fax —

Project Contact Julie Harris Email jharris@town.irvington.va.us

Phone 804-438-6230 Ext. — Fax —