

We are transitioning to an annual fee for supplementation services. Our new approach will ensure your code is continually updated for you and your residents. Here's what it means for you:

No Surprises. Your annual fee will cover the legislation added during that contract year, such as
planning and zoning documents, full chapter replacements, and the addition of tables, images, and
graphics. This approach will enable us to serve you better, empower you to send in your legislation
without worrying about unexpected charges.

Please Note: Adding entirely new material, such as but not limited to new zoning chapters, will be covered in your current annual costs. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost at that time. Other exceptions to the annual fee include legal work, documents created in InDesign or that contain form-based code requirements, the creation of fee schedules, gender-neutral review and implementation, external linking, and codifying a newly adopted term change.

- Reduced Administrative Processing. Customers have often commented that our per-page model is outdated and difficult to explain. You will no longer need to count pages, tables, or graphics.
- Consistent Budgeting. Easily budget for your supplementation costs. No more guessing or estimating how many ordinances your council or commission will pass.
- Increased Transparency. There is no need to worry about how many ordinances you send us for supplementation.

Co-Terming Supplementation as a Service and Online Code Hosting

To simplify your annual billing cycle, you can request to receive your annual Supplementation as a Service invoice in the same month you receive your Online Code Hosting tool subscription invoice.

Your Projected Supplementation as a Service Cost

Your price will be based on historical data to look at the average amount your organization has spent on supplements in the past.

Our new Supplementation as a Service billing model will support you and your residents during the codification industry's digital transformation and provide you with predictable costs for annual supplementation services.

Alternative Supplementation Page Rates: If you wish to continue being billed per page, rather than moving to our Supplementation as a Service billing model, the per-page rate will increase by approximately 30%.



CivicPlus

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

Quote #: Date: Customer: Q-73034-1 4/16/2024 8:06 AM DUNDEE TOWN, FLORIDA

Product Name DESCRIPTION			
Full-Service Supplementation Subscription	Full Service Supplementation Subscription		1.00
Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included – up to [13] copies		13.00
Semi-Annual Print Supplementation Service Included	Print Supplement the municipality o	ation will begin with the ordinances received from n a semi-annual basis 2 & 9	1.00
Annual Recurring Supplement Services - Initial Term Annual Recurring Supplement Services - (Subject to Uplift)		USD 3,029.10 USD 3,029.10	

- 1. This Statement of Work ("SOW") is between Town of Dundee, FL ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.
- 2. This SOW shall begin on 1/1/2025 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/.

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:	Ву:
-,-	Brough Light
Printed Name:	Printed Name:
	Amy Vikander
Title:	Title:
	Senior Vice President of Customer Success
Date:	Date: 1/15/2025
Organization Legal Name:	
Billing Contact:	-
Title:	-
Billing Phone Number:	_
Billing Email:	-
Billing Address:	
	-
Mailing Address: (If different from above)	
	_
PO Number: (Info needed on Invoice (PO o	or Job#) if required)

This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.

- 1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.
- Limitations of Services. Annual Recurring Supplement Service does NOT include:
- Additional copies, reprints, binders, and tab orders;
- Documents drafted in InDesign or that contain form-based code date an invoice is sent. requirements, are subject to additional editorial fees;
- Documents that contain: multiple 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 7. Limitation of Liability. CivicPlus' liability arising out of or related 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;
- 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;
- Adding entirely new material such as but not limited to new Zoning chapters will be covered in your current annual cost. However, the addition will lead to an increase in your annual cost upon your next renewal. We will work with you to provide a revised annual cost.
- 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, this is listed separately.

For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.

3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.

- 4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.
- 5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the
- 6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
- to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable Codifying a newly adopted full Chapter/Title/Appendix. This may to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.
 - 8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, naterials and communication is received.
 - 9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus 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.
 - 10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

Contact Information

Organization		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all tr Emergency Support is provided on a 24/7/369 ensuring CivicPlus has current updates.	rained clients from 78 5 basis for represent	'am –7pm Central Time, Monday-Friday (excluding holidays). tatives named by the Client. Client is responsible for
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms		Account Rep
Info Required on Invoice (PO or Job #)		
Are you utilizing any external funding for you	r project (ex. FEMA,	, CARES): Y [] or N []
Please list all external sources:		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax