



CivicPlus

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

Quote #: Q-28828-1
Date: 8/31/2022 9:24 AM
Expires On: 11/29/2022
Product: Code and Supp

Client:
OELWEIN, IOWA

Bill To:
OELWEIN, IOWA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lafaye Kiely	x	lkiely@civicplus.com		Net 30

Code and Supp - Statement of Work

QTY	DESCRIPTION	PRODUCT TYPE
1.00	Republication (per page)	One-time
Total Investment Initial Term		USD 11,650.00
Annual Recurring Services		USD 0.00

1. This Statement of Work ("SOW") is between City of Oelwein ("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 - Year 1 will be invoiced as follows:
a. 50% will be due upon signing of this SOW.
b. 50% will be due upon completion of the Republication.

4. The Annual Recurring Services fee shall be invoiced at the start of each Renewal Term and subject to a 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. If Supplement Subscription Services is included in the line items above, Supplement Services do NOT include:
- a. Additional copies, reprints, binders and tab orders;
 - b. Documents that contain unique formatting requirements or any other form-based code requirements;
 - c. Legal work, creation of fee schedules or additional tables, gender neutral review/implementation, external linking;
 - d. 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;
 - e. 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;
 - f. Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
 - g. The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
 - h. Online Code hosting and online features.

11. 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.

12. If applicable, 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 increase its supplement updates frequency. Rush Supplement requests will be assessed an additional one-time fee.

13. 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.

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: Brett DeVore

Name: _____

Title: Mayor

Title: _____

Date: September 12, 2022

Date: _____

Contact Information

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

Organization City of Oelwein URL <https://www.cityofuelwein.org/>

Street Address 20 2nd Ave SW

Address 2

City **Oelwein** State **Iowa** Postal Code **50662**

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

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone 319-283-5440 Ext. Fax

Billing Address
20 2nd Ave SW

Address 2

City **Oelwein** State **Iowa** Postal Code **50662**

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

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

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax