

RESOLUTION 2023-183

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE BOROUGH OF
MAGNOLIA AUTHORIZING AGREEMENT WITH CIVICPLUS FOR ONLINE
CODIFICATION SERVICES**

WHEREAS, CivicPlus, LLC, the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, helps government entities optimize digital interactions for residents and staff with their full suite of integrated solutions, resulting in greater revenue generation, more efficient operations, and positive civic experiences; and

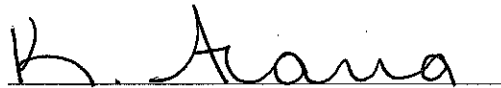
WHEREAS, the Borough of Magnolia desires to enter into an agreement with CivicPlus, LLC, for Online Codification Services per the attached Statement of Work (SOW) and Addendum 1; and

WHEREAS, the agreement shall begin on July 1, 2023 and all services provided listed in said SOW and Addendum 1 shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"); and

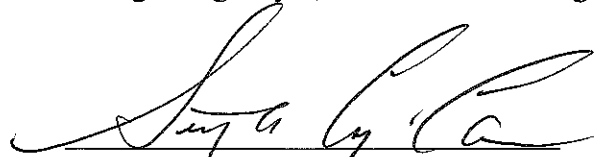
WHEREAS, the annual recurring flat rate fee for services will be \$2,028.50.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Magnolia, County of Camden, State of New Jersey, hereby enters into an annual agreement with CivicPlus, LLC, for Online Codification Services beginning July 1, 2023 for a recurring flat rate fee of \$2,028.50.

ADOPTED: June 22, 2023



Krystel M. Arana
Municipal Clerk



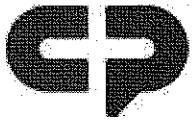
Betty Ann Cowling-Carson
Mayor

CERTIFICATION

I, Krystel M. Arana, Municipal Clerk of the Borough of Magnolia, County of Camden, State of New Jersey, do hereby certify that the foregoing Resolution 2023-183 was duly adopted by the Mayor and Council of the Borough of Magnolia at a Work Session Meeting held on Thursday, June 22, 2023.



Krystel M. Arana
Municipal Clerk



CivicPlus

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

Quote #:
Date:
Customer:

Q-36868-1
1/30/2023 3:58 PM
MAGNOLIA, NEW
JERSEY

Product Name	DESCRIPTION	QTY	TOTAL
Full-Service Supplementation Subscription	Full Service Supplementation Subscription	1.00	USD 1,248.50
Online Code Hosting	Online Code Hosting	1.00	USD 605.00
OrdBank Subscription	OrdBank Subscription	1.00	USD 175.00
Annual Recurring Supplement Services		2,028.50	

1. This Statement of Work ("SOW") is between Magnolia New Jersey ("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 7/1/2023 ("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 an annual increase each Renewal Term of the greater of 5% or the Consumer Price Index for All Urban Customers ("CPI-U") + 3%. CivicPlus shall, on December 31 of each calendar year, refer to the Unadjusted Percent Change for All items during the most recently published 12-month period by the United States Bureau of Labor Statistics (<http://bls.gov/news.release/cpi.to1.htm>) to determine the CPI-U value. 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.

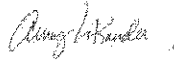
IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Betty Ann Cowling-Carson

Amy Vikander

Title:

Title:

Mayor

Senior Vice President of Customer Success

Date:

Date:

June 22, 2023

Addendum 1

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.

2. Limitations of Services. Annual Recurring Supplement Service does NOT include:

- a. Additional copies, reprints, binders and tab orders;
- b. Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;
- c. Legal work, creation of fee schedules, gender neutral review/ implementation, external linking;
- d. Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
- e. 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 date an invoice is sent.

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.

7. Limitation of Liability. CivicPlus' liability arising out of or related 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 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, materials 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.