

RESOLUTION 2022-35 APPROVED: November 1, 2022

**A RESOLUTION AUTHORIZING THE APPROVAL
OF AN AGREEMENT CIVIC PLUS-MUNICODE
FOR THE REPUBLICATION, SUPPLEMENTATION,
AND ONLINE CODE HOSTING SERVICES FOR
THE VILLAGE OF MAPLE PARK**

WHEREAS, the Village of Maple Park (hereinafter referred to as the "VILLAGE") is a body politic and corporate organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and,

WHEREAS, the VILLAGE has determined that an agreement between VILLAGE and Civic Plus-Municode is necessary in order to ensure the that certain VILLAGE has the most updated code as possibly can be attained; and,

WHEREAS, the VILLAGE has determined that it is reasonable and necessary to approve the Agreement with Civic Plus-Municode for the republication, supplementation, and online code hosting services for the Village of Maple Park.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, DEKALB AND KANE COUNTY, ILLINOIS, as follows:

SECTION 1. This Agreement shall remain in effect and full force November 30, 2022.

SECTION 2. The Board of Trustees of the Village of Maple Park directs the Village President to sign a contract or accept a proposal for Republication, Supplementation, and Online Code Hosting Services for the Village of Maple Park.

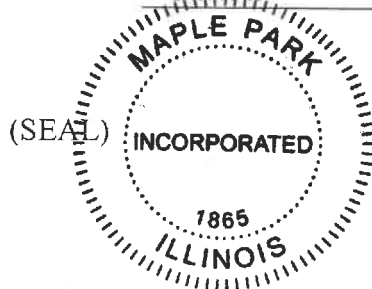
SECTION 4. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

ADOPTED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its Special Board Meeting held on November 1, 2022.

Ayes: Joy, Speare, Ward, Groezinger, Peloso

Nays: None

Absent: Simon



Suzanne Fahnestock, Village President

ATTEST:

Elizabeth Peerboom, Village Clerk

**CivicPlus**

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

Quote #:

Q-29646-1

Date:

9/22/2022 3:43 PM

Expires On:

12/21/2022

Client:

MAPLE PARK VILLAGE, ILLINOIS

Bill To:

MAPLE PARK VILLAGE, ILLINOIS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Sarah Bydalek	x	sarah.bydalek@civicplus.com		Net 30

QTY	DESCRIPTION	PRODUCT TYPE	TOTAL
750.00	Republication INC Zoning thru May 3, 2022 (0.00 per page) 3 books with tabs	One-time	USD 0.00
1.00	Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank and MuniPro	Renewable	USD 1,195.00
1.00	Full-Service Supplementation Subscription with Zoning	Renewable	USD 2,240.00
1.00	Online Supplementation will begin with the ordinances received on a monthly basis.	Renewable	USD 0.00
1.00	Print Supplementation will begin with the ordinances received on a monthly basis.	Renewable	USD 0.00
1.00	Printed Copies and Freight Included 3 copies	Renewable	USD 0.00
1.00	Municode Binders	One-time	USD 70.00
3.00	Municode Tabs	One-time	USD 0.00
Total Investment Initial Term			USD 3,505.00
Annual Recurring Services			USD 3,606.75

1. This Statement of Work ("SOW") is between Maple Park Illinois ("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

By:



Name:

Suzanne Fahnestock

Title:

Village President

Date:

11-2-22

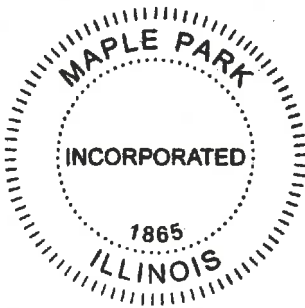
CivicPlus

By:

Name:

Title:

Date:



Contact Information

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

Organization

Village of Maple Park

URL

www.villageofmaplepark.org

Street Address

302 Willow Street

Address 2

P.O. Box 220

City

MaplePark, IL 60151

State**Postal Code**

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

Liz Peerboom 815-748-5006

Emergency Contact & Mobile Phone

Cheryl Aldridge 630-973-3191

Emergency Contact & Mobile Phone**Billing Contact**

Cheryl Aldridge caldridge@villageofmaplepark.com

E-Mail**Phone**

815-827-3309

Ext.**Fax****Billing Address**

P.O. Box 220

Address 2**City**

Maple Park, IL 60151

State**Postal Code****Tax ID #**

36-2524762

Sales Tax Exempt #

E99960737

Billing Terms**Account Rep**

Sarah Bydalek

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**