

Free Lawn Care Contract

This agreement is made and entered into between:

Full Legal Names: Arrowhead Lawncare

(Hereinafter referred to as "the Client")

AND

Full Legal Names: _____

(Hereinafter referred to as "the Contractor")

The Client hereby engages the Contractor to perform lawn care services at the following address: Town of IRVINGTON Common AREAS

("Address")

The services provided at the Address must be in accordance to the scope of the work detailed and priced on the **Lawn Care Schedule** which is attached hereto and forms part of this Lawn Care Contract.

1. Any additional work required by the Client or proposed by the Contractor which is not specified on the Lawn Care Schedule shall be quoted for separately and when completed added to the invoice.
2. Invoices shall be issued at the end of every month with payment due within 15 days from the date of invoice. Returned checks for whatsoever reason shall incur a \$20 fee and overdue accounts shall accrue interest at a rate of 2 % per annum. The Contractor reserves the right to suspend services if payments are not made on time.

3. Obligations of the Contractor

- 3.1. The Contractor shall provide all labor, equipment and supplies required to perform the services and undertakes to properly maintain all equipment so that work is performed timeously and to a professional standard.
- 3.2. The Contractor shall carry insurance and have valid licenses as may be required by law to perform the services as outlined in this agreement.
- 3.3. If services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by mutual agreement, failing which the cost of all missed services shall be deducted from the invoice.

4. Obligations of the Client

4.1. The Client need not be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days during the local hours of 8am to 5pm.

4.2. The Client shall be responsible for the removal of any objects e.g. toys, furniture, pet waste, rubbish etc. that will hinder the Contractor in performing under this agreement.

4.3. The Client shall keep all pets secured inside a building or fenced area and shall keep people away from the Contractor's area of work for the safety of all parties concerned whilst the Contractor is performing services.

4.4. The Client shall notify the Contractor in writing of any plants that are particularly rare or are a collector's item and their approximate replacement costs. The Contractor reserves the right not to perform any services in close proximity to such plants.

4.5. The Client shall be responsible for the day-to-day care of the lawn as recommended by the Contractor and which are not part of the services outlined on the Lawn Care Schedule.

5. Liability

5.1. The Contractor shall not be held liable for damage to items on or below the lawn surface which are not clearly visible or marked such as cables, wires, pipes or sprinkler components.

5.2. The Contractor shall be liable for damage caused to plants if such damage was caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement of the plant by the Contractor.

5.3. The Client shall not be liable for any damage to the Contractor's equipment or any injury or illness sustained by the Contractor and his/her employees or sub-contractors or a 3rd party in the performance of this service and the Client shall be indemnified against all claims arising from such damage or injury or illness.

5.4. The Contractor shall not be liable for the poor health or lack of performance of turf or plants beyond the scope of the service(s) contracted for, or in any event where the Client does not provide appropriate or proper care for turf or plants.

5.5. The Contractor shall be liable for any damage to the lawn or plants due to the incorrect application or choice of pesticides, herbicides or fertilizers. Liability shall be limited to the replacement of the plant(s) by the Contractor.

6. Whole Agreement

This Lawn Care Contract and Lawn Care Schedule attached constitute the sole and entire Agreement between the parties in regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Lawn Care Schedule provided such termination or amendment is made in writing and submitted to the other party 14 days prior to taking effect.

7. Assignment

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Lawn Care Contract without the prior written consent of the other party.

8. Governing Law

This Contract and Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Virginia and should any provision of this Contract be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.

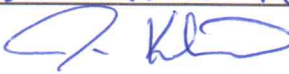
Signed at _____ on this _____ day of _____ 20____ by the Client who warrants his/her authority to enter into this agreement.

Client's Signature: _____

Signed at Town Office on this 8 day of June 2020 by the Contractor who warrants his/her authority to enter into this agreement.

Contractor's Signature: _____

Lawn Care Schedule

Town Triangle Weekly \$15.00
Tennis Court Playground area Weekly \$80.00
Chesapeake Drive Lot Bi Weekly \$100.00
King Carter Crape Myrtle area Bi Weekly \$25.00
Sidewalks on King Carter Bi Weekly \$25.00
Town Office Bi Weekly \$25.00
Street Sweeping/cleaning \$1000.00 per occurrence
Spray sidewalks + curbs \$325.00 per time
Fertilize and Lime Application \$700.00 per time
Estimate #1008 Incorporated and attached here to
Say Kehner 

Arrowhead Lawncare
275 RED HILL DR
URBANNA, VA 23175 US
arrowhead.lawncare@yahoo.com
http://arrowheadlawncare.com

Estimate

**ADDRESS**

Town of Irvington
235 Steamboat Road
Va
Irvington, VA 22480

SHIP TO

Town of Irvington
235 Steamboat Road
Va
Irvington, VA 22480

ESTIMATE #

1008

DATE

04/10/2019

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
04/10/2019	Grass Cutting	April through October mowing of all town properties 2019	1	6,500.00	6,500.00
04/10/2019	Debris Cleanup	3 times per year remove leaves, sticks, debris etc.. from curbing and sidewalks on King Carter Drive, on both sides of the business district, and both sides of the road leading past the town office.	1	3,000.00	3,000.00
04/10/2019	Weed Application	Spray sidewalks and curbing in the same area as debris cleanup 4 times per year.	1	1,300.00	1,300.00
04/10/2019	Labor	Fertilizer and lime application in the Spring on the commons area the tennis court grounds.	1	700.00	700.00
04/10/2019	Labor	Once per month trim both sides of guard rail on both sides of the road in the area of Chesapeake academy.	1	750.00	750.00

TOTAL

\$12,250.00

Accepted By

Accepted Date

*Adopted by the Irvington town Council by
unanimous vote on September 12, 2019 at
the regular monthly meeting.*
Marnett Gueley, Clerk





Centric
Business Systems

EQUIPMENT, SOFTWARE & SERVICES AGREEMENT

☐ Hagerstown ☐ Malvern ☐ Owings Mills ☐ DC ☐ York ☒ Richmond ☐ Salisbury ☐ Tysons Corner

SOLD TO			SHIP TO <input checked="" type="checkbox"/> Same as Sold To		
Company Name: Town of Irvington			Company Name:		
Address: 235 Steamboat Rd 42031 Irvington Rd			Address:		
City: Irvington	State: VA	Zip: 22480	City:	State:	Zip:

CONTACT INFORMATION		
Administrative Contact: Sharon Phillips		
Email: sphillips@town.irvington.va.us		
Phone: (804) 438-6230 Fax:		
IT Contact:		
Email:		
Phone: Fax:		

BILLING INFORMATION	
PLEASE SELECT PREFERRED CONTACT METHOD (REQUIRED FOR BILLING)	
Meter Reading Contact:	Phone:
<input checked="" type="checkbox"/> Email	<input type="checkbox"/> Fax

EQUIPMENT INFORMATION				
SELECT ONE <input checked="" type="checkbox"/> New <input type="checkbox"/> In Place <input type="checkbox"/> Reconditioned <input type="checkbox"/> Demo Unit				
IF ADDITIONAL LINES ARE NEEDED, PLEASE REFER TO EQUIPMENT SCHEDULE				
Quantity	Manufacturer	Model/Accessories	Unit Price	Extended Price
1	Ricoh	IM C2500		see lease

EQUIPMENT PURCHASE TERMS	
<p>The equipment identified above (the "Equipment") is purchased under the following standard terms and conditions, which have been acknowledged and accepted by the company or individual identified above, who is purchasing the Equipment pursuant to this Agreement ("Customer"), and such acceptance is evidence by Customer's signature contained on page 4 of this Equipment, Software & Services Agreement (this "Agreement")</p> <p>1. Centric Business Systems, Inc. ("Centric") retains a security interest in the Equipment and supplies described above and further in this Agreement until the total price identified herein (the "Purchase Price") is paid in full.</p> <p>2. If for any reason, Customer fails to complete any of its obligations hereunder, including, but not limited to, making payments when they become due, as indicated on each invoice sent by Centric to Customer, then Centric may, in addition to any other remedies available under law, retain the thirty-three percent (33%) deposit identified herein (the "Deposit") as damages for default hereunder. In the event of a default by Customer after which Centric initiates a formal legal action to recover damages or for other relief, which results in judgment against Customer, Customer shall pay all costs of collection incurred by Centric, including reasonable and necessary attorney fees.</p> <p>3. Customer understands and hereby acknowledges that Centric has not made and is not bound by any oral or written representations by its sales representatives, unless such representations are explicitly restated in writing within the body of this Agreement. See "Terms and Conditions for Maintenance Programs" on the following pages. This is a binding Agreement for purchase, not subject to cancellation. This Agreement cannot be changed except as agreed to in writing by Centric. A one and a half percent (1.5%) per month late charge (eighteen percent (18%) per annum) will be applied to all balances due which remain outstanding for more than thirty (30) days.</p> <p>4. All orders are subject to credit approval.</p> <p>5. The sole remedy for Centric's failure to complete its obligations hereunder shall be the return of the Deposit.</p> <p>6. If equipment is being leased, see lease agreement for lease terms.</p>	
PURCHASE ORDER # _____ (If Required)	
SUBTOTAL \$ _____	
STATE & LOCAL TAX \$ _____ (If Except, Show Tax ID #)	
SETUP, DELIVERY & INSTALLATION \$ _____	
TOTAL PRICE \$ _____	
LESS 33% DEPOSIT \$ _____	
BALANCE DUE \$ <u>see lease</u>	

Administrative Offices
10702 Red Run Blvd, Owings Mills, MD 21117
Phone: 877-902-3301 Fax 410-902-3307
www.centricsystems.com



Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

EQUIPMENT FINANCE

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME

Town of Irvington

STREET ADDRESS

235 Steamboat Rd ~~4203~~ 4203 Irvington Rd.

CITY

STATE

ZIP

PHONE

FAX

Irvington

VA

22480

804-438-6230

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION

FULL LEGAL NAME

Centric Business Systems, Inc.

STREET ADDRESS

10702 Red Run Boulevard

CITY / STATE / ZIP

Owings Mills, MD 21117

PHONE

877.902.3301

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

Ricoh IM C2500

SERIAL NO

STARTING METER

NOT FINANCED
UNDER THIS
AGREEMENT☐☐☐☐☐☐☐☐☐ See attached Schedule A☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

36

Payments* of \$

420.04

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Monthly Page Allowance

on Copiers:

6500

B&W Pages

1000

Color Pages

\$ 0.010

Overages billed quarterly at*

per B&W page

\$ 0.055

per Color page

on Printers:

B&W Pages

Color Pages

\$

per B&W page

\$

per Color page

on Production:

B&W Pages

Color Pages

\$

per B&W page

\$

per Color page

By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement**CONNECTIVITY SERVICE OPTION** (By selecting "YES" you agree that the Monthly Connectivity Service Fee will be added to this Agreement's monthly invoice.)Do you wish to enroll in the Connectivity Service Program? ☐ Yes OR ☒ No

Monthly Connectivity Service Fee* \$

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

54-6066374

PRINT NAME

FEDERAL TAX I.D. #

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, the term shall start on the date we pay Supplier and the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)



EQUIPMENT FINANCE

AGREEMENT NO.

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # _____ and any future supplements/schedules thereto, between _____, as Customer and **U.S. Bank Equipment Finance, division of U.S. Bank National Association**, as Lessor ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful and misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

Town of Irvington, VA

Customer

X Albert D. Buggs

Signature

Mayor

Title

17 Nov 2020

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Elbourn Electrical Services
P.O. Box 1314
White Stone, VA 22578
804-436-6058

May 11, 2020

Mayor Ransone
Town of Irvington
235 Steamboat Road
Irvington, VA 22480

Dear Mayor Ransone:

Thank you for the opportunity to bid on the upcoming installation of Christmas lights, flags and banners for the 2020 season.

If awarded the contract, I will put the lights on the town tree on a mutually agreed day in November 2020. I will also install and remove the Town's flags four times throughout the year and I will install and remove the banners one time as well.

My bid is for \$3,400.00 for the yearly contract. Included in this price is \$400.00 which is allotted for the bucket truck rental to install lights on the town tree.

Due in November is \$2,400.00 upon the installation of the town's lights in November. The remainder of \$1,000.00 is due upon the removal of decorations in January.

Thank you again for the opportunity to bid on your project.

Sincerely,

Paul Elbourn

*Adopted by the Irvington Town Council by
(4-0)
unanimous vote on June 11, 2020 at a
special called meeting.*

*Thankfully
Town Clerk*



CONTRACT FOR SERVICES

This Contract entered into this 1st day of October, 2020 by and between FlackShack, LLC, whose physical address is 529 South Muhlenberg Street, Allentown, PA 18104 (Suzan French and Douglas Patten), collectively referred to as "Contractor," and the Town of Irvington, (the "Town").

WITNESSETH that the Contractor and the Town, in consideration of promises and of mutual covenants, considerations and agreements herein contained agree as follows:

1. **STATEMENT OF WORK:** The Contractor shall perform portions of the work outlined in the Town's Marketing Plan, Budget, and Timeline of the "To Play or To Pause in Irvington" Virginia Tourism Corporation Marketing Leverage grant application dated December 17, 2019 in a timely manner. Exact work to be performed is limited to Town-specific initiatives and subject to change, as agreed by the Town and Flack Shack, as elements of the grant are executed. Contractor makes no guarantee that its work product will actually increase transient occupancy tax receipts by the Town. FlackShack shall use its best efforts and shall perform in a workmanlike manner in the conduct of all work output. Contractor will seek approval before incurring any out-of-pocket expenses, such as advertising, printing, production, website programming, travel or other costs.
2. **POINTS OF CONTACT:** The Contractor is hired by the Town, but the day-to-day supervision and point of contact will be the Town Clerk of Council, Treasurer, and FOIA/COIA Officer Sharon L. Phillips, who will provide the Contractor with any and all pertinent information with regard to this contract. The Mayor is the authorized signatory for the Town.
3. **CONTRACT DOCUMENTS:** This Contract shall consist of this Contract for Services and the Town's grant application issued for the same to include all attachments and supplemental general or special conditions.
4. **ASSIGNMENT OF INTELLECTUAL PROPERTY:** Flack Shack hereby assigns to the Town all right, title and interest in and to all intellectual property delivered to the Town hereunder, and the Town hereby accepts such assignment. The intellectual property includes but is not limited to URLs, social media accounts, content, advertisements, and the like, created by FlackShack. FlackShack warrants and represents to the Town that all content and advertisements are either owned by or originally created by FlackShack and not licensed by another creator to FlackShack.
5. **COMPENSATION TO BE PAID:** The Contractor shall be reimbursed for services provided under this agreement in accordance with the grant application submitted by the Town and incorporated by reference. The Contractor shall submit invoices and the Town agrees to pay the amount of \$2,778 per month for a total of \$25,002 for the term of this Contract. Payment is due upon the first day of the 30-day period for work performed in that timeframe. Pre-approved expenses will be billed separately. Contractor will provide status updates of work performed during this period.
6. **CONTRACT TERM:** The term of this Contract shall be for nine months beginning on October 1, 2020, however, this Contract may be terminated upon 30 days written notice without cause or penalty by either party.
6. **ENTIRE AGREEMENT:** This Agreement together with all documents incorporated represents the entire agreement between the parties and there are no other agreements between the parties either verbal or written which have not been incorporated.

7. **GOVERNING LAW, JURISDICTION:** The laws of Virginia shall govern this Contract, its interpretation, execution and performance, without giving effect to the choice of laws provisions thereof. Jurisdiction and venue shall lie in the Circuit Court for the County of Lancaster, Virginia, and the parties agree that they will not challenge such jurisdiction or venue.

IN WITNESS WHEREOF, the parties have executed this agreement in three counterparts.

SIGNATURES ON SEPARATE PAGE

CONTRACTOR – FlackShack, LLC

Signature: 

Title: President

Date: 9/10/2020

Town of Irvington

Signature: 

Name and Title: Albert D. Bugg, III, Mayor

Date: :October 5, 2020

KEANE LAW PLLC

5610 WYTHE AVENUE
RICHMOND, VIRGINIA 23226

NANCYELLEN KEANE
804.350.2640

July 1, 2020

Town of Irvington
235 Steamboat Road
PO Box 173
Irvington, Virginia 24480

RE: Town Attorney Engagement Agreement

Dear Mayor Bugg and Council Members:

Thank you for selecting Keane Law PLLC (the 'Firm') to provide Town Attorney legal services to the Town of Irvington ("Town"). This agreement sets forth the scope of representation and the financial terms under which I will represent the Town during the period July 1, 2020 through June 30, 2022 (the "Term").

The representation includes all general local government matters, but does not include litigation. Should the Town wish to pursue litigation, a separate engagement agreement is required.

The Town agrees to pay the Firm monthly in arrears a fixed price of \$1000 per calendar month during the Term, plus ordinary and reasonable out of pocket expenses (including but not limited to travel, long distance telephone calls, fax charges, postage, courier fees, copies) that may be advanced on its behalf by the Firm. This fixed price for services is calculated on the expectation that the legal services needs of the Town are approximately five (5) hours of services per month, give or take, multiplied by my current hourly rate of \$200. The Firm will submit to the Town a monthly invoice in arrears for the fixed fee of \$1000 and any out of pocket expenses. Each invoice shall indicate the actual time expended and detail of the work performed; the parties agree to review the amount of the agreed fixed fee every six months to determine if any adjustment is warranted based on the amount of services actually performed.

As additional consideration, the Town shall pay the Firm a bonus of \$3000 in recognition that the legal services needs of the Town during the 2019-20 year exceeded the contracted amount of five (5) hours per month ("Bonus"). The Firm made an in-kind donation of pro bono legal services to the Town of over 275 hours in 2019-20.

The Town agrees to pay each invoice within 30 days of receipt. Interest on an overdue invoice shall be charged at 1% per month (12% per annum). Please review the invoices carefully when received. Should you identify any charges that are not reasonable, please let me know immediately so that I may address the problem. Should the Town not advise me of any issue within 30 days, this indicates that the Town is satisfied with the services and charges.

My hourly rate is subject to change, but I will notify the Town before any such change. New charges will not go into effect until one month after notice. The minimum charge for all telephone calls, correspondence, or other action is 0.1 hour.

The Firm reserves the right to resign from this Engagement if the invoices are not paid as billed or otherwise agreed. The Town may terminate this agreement at anytime.

My representation of the Town does not include any individual Town Council member, officer or employee. You hereby authorize me to discuss Town confidential information with any Town Council member, the Mayor and the Town staff.

The Firm's email is not encrypted. The Firm will retain records produced by it during the Term and will make them available to the Town.

If these terms are acceptable, please date, sign and return one copy of this letter. If you have any questions, please let me know.

Sincerely,

KEANE LAW PLLC

By: Nancyellen Keane
Nancyellen Keane

THE FOREGOING TERMS ARE AGREED AND ACCEPTED.

TOWN OF IRVINGTON VIRGINIA

By: Albert D. Bugg, III
Albert D. Bugg, III, Mayor

Date: 7/13/2020

*Adopted by the Irvington Town Council during
a special called meeting held on July 9, 2020.*

*Sharon Kelly
Town Clerk*



EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered in on the 9th day of July 2020, (the "effective date") (by and between the Town Council of the Town of Irvington, Virginia by Albert D. Bugg, III, Mayor of the Town of Irvington, Virginia, ("Employer"), and Sharon L. Phillips ("Employee")):

WITNESSETH:

WHEREAS, Employer is employing Sharon L. Phillips as Clerk, Treasurer and Freedom of Information (FOIA) of the Town of Irvington, Virginia under the terms and conditions provide for the Title 15.2 of the Code of Virginia, 1950, as amended, and Title III §§32.04-32.05 of the Code of the Town of Irvington, and the Agreement; and

WHEREAS, the Employer has reviewed the Employee's employment record and wished to provide certain conditions of employment in order to:

- A. Secure and retain the services of Employee and to provide inducement for her to remain in such employment;
- B. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and
- C. To provide a just means for terminating Employee's services at such time as she may be unable to fully discharge her duties or when Employer may otherwise desire to terminate her employ; and

WHEREAS, employee desires to accept employment as Town Clerk, Treasurer and FOIA Officer of the Town of Irvington, Virginia and accepts all duties and responsibilities of such position by law and pursuant to the terms of the Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: DUTIES

Employer hereby agrees to employ Employee as, and Employee agrees to serve as Town Clerk, Treasurer and FOIA Officer of the Town of Irvington, Virginia to perform the functions and duties as specified in Title 15.2 of the Code of Virginia, 1950, as well as Title III, §§32.04-32.05 of the Code of the Town of Irvington, as amended, and to perform other legally permissible and proper duties and functions as the Employer shall from time to time assign. The Employee shall conduct herself in compliance with all provisions of state and federal law.

SECTION 2: TERM

Unless terminated earlier as provided herein, the term of the Agreement in regards to Employee's position as Town Clerk shall be at the pleasure of Employer and for such period of time as Employer determines is necessary, with any such reappointment being in accordance with the provisions for reappointment contained in Title 15.2 of the Code of Virginia, 1950, as

amended, and the Code of the Town of Irvington. Notwithstanding the foregoing, Employee's position as Town Treasurer shall be a 2-year, with said position to be filled by Employer of appointee of Employer's choosing at such time. Nothing contained herein shall prohibit the Employer from terminating the Employee at any time, with or without cause. The Employee serves at the pleasure of the Employer and is AT-WILL.

SECTION 3: COMPENSATION

For her continued services as Town Clerk, Treasurer and FOIA Officer, Employer agrees to pay the Employee, effective July 1, 2020 an annual base salary, exclusive of benefits, of \$26,850.00 payable in installments as paid to other town employees, each such periodic payment to be as nearly equal as possible. This annual base salary shall remain in effect unless otherwise amended by Employer, which such amendment may occur at the pleasure of Employer at any time. The salary shall be subject to payroll deduction required by law or requested by Employee and determined to be available and proper.

SECTION 4: PERFORMANCE EVALUATION

Employer shall evaluate Employee's performance in writing, at a minimum, yearly on or before April of each year. The review and evaluation shall be in accordance with specific criteria developed by Employer. Criteria may be added or deleted as the Employer may, from time to time, determine. The Employee shall have an opportunity to discuss her evaluation with the Employer. Annually, or more if deemed necessary by Employer, the Employer and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the town and in the attainment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives, said goal and objectives to be reduced to writing.

SECTION 5: BENEFITS

The parties agree and understand that this Agreement does not grant Employee any benefits other than those mandated by law, if any. This is subject to modification at the pleasure of Employer.

SECTION 6: VACATION

The parties agree and understand that this Agreement does not include any vacation time for Employee, other than that which is mandated by law, if any. This is subject to modification at the pleasure of Employer.

SECTION 7: HOURS OF WORK/OUTSIDE ACTIVITIES

The Employee is a part-time employee and is expected to engage in those hours of work that are necessary to fulfill the obligation of her position of employment, but not to exceed such hours as would be deemed overtime without express prior authorization of Employer. The employment provided for by the Agreement shall be the Employee's sole employment.

SECTION 8: GENERAL BUSINESS EXPENSES

The Employer agrees to budget for and to pay for the following:

- A. Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the employee's continued professional participation, growth, and advancement, and for the good of the Employer;
- B. Necessary travel/subsistence expenses of Employee for professional travel meetings, courses, institutes, and/or seminars approved by Employer; and
- C. Certain approved expenses of a non-personal but job-related nature that are incurred by Employee in the course of her carrying out her job duties.
- D. The Employer shall provide Employee with a computer, software, fax/modem, and phone required for the Employee to perform the job and to maintain communication.

SECTION 9: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 10: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Employer may fix any other terms and conditions of employment relating to the performance of Employee as it may determine reasonable from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement or any applicable law.

SECTION 11: TERMINATION/SEVERANCE/RESIGNATION

There shall be no severance pay afforded Employee as a result of termination and/or resignation, whether voluntary or involuntary. This may be modified at the pleasure of Employer. Employee may resign at any time provided such resignation is provided in writing to the Employer at least 28 days prior to the effective date of resignation, unless the parties agree otherwise.

SECTION 12: INDEMNIFICATION

Employer shall hold harmless and indemnify Employee against any claim or demand and/or any and all other legal actions(s), arising out an alleged act or omission occurring in the performance of the Employee's duties.

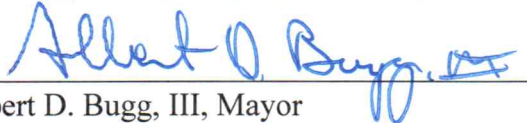
SECTION 13: GENERAL PROVISIONS

- A. This Agreement constitutes the entire Agreement between the parties, shall be binding upon and inure to the benefit of the heirs of Employee, and is not assignable by the Employee.
- B. If any provision, or any portion thereof, contained herein is held invalid or unenforceable for any reason, the remainder of the Agreement, or portion thereof, shall remain in full force and effect.
- C. This Agreement shall be construed and governed in accordance with the laws of Virginia, with venue for any dispute under this Agreement being solely in a court of competent

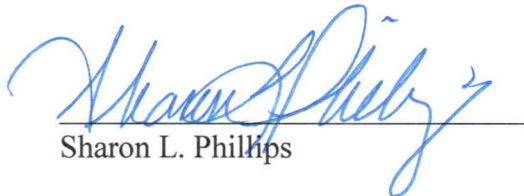
jurisdiction in Lancaster County, Virginia; and, in the event there is a dispute in regards to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF; the Town Council of the Town of Irvington, Virginia has caused this Agreement to be signed and executed on its behalf by its Mayor, and the Employee has signed and executed the Agreement, both in duplicate, the day and year first above written the same being the effective date, having approved the same and authorizing the agreement and execution by resolution of the Town Council, duly adopted on July 2019.

WITNESS THE FOLLOWING SIGNATURES:



Albert D. Bugg, III, Mayor
The Town of Irvington, Virginia



Sharon L. Phillips

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into the 29th day of June, 2020 (the "effective date") by and between the Town Council of the Town of Irvington, Virginia, by Ralph D. Ransone, Mayor of the Town of Irvington, Virginia, ("Employer"), and Lara M. Brown ("Employee") ("Agreement"):

WITNESSETH:

WHEREAS, Employer appointed Employee as Zoning Administrator on June 11, 2020; via Resolution 2020-11 and desires to employ Employee as Zoning Administrator of the Town of Irvington, Virginia under the terms and conditions provided for herein; and

WHEREAS, the Employer has reviewed the Employee's employment record and wishes to provide certain conditions of employment in order to:

Secure and retain the services of Employee and to provide inducement for the Employee to remain in such employment;

To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and

To provide a just means for terminating Employee's services at such time as the Employee may be unable to fully discharge his duties or when Employer may otherwise desire to terminate Employee's employ; and

WHEREAS, Employee desires to accept employment as Zoning Administrator of the Town of Irvington, Virginia and accepts all duties and responsibilities of such position as provided by law and pursuant to the terms of the Agreement;

NOW THEREFORE, in consideration of the premises, the exchange of mutual promises and covenants herein contained, the parties agree as follows:

SECTION 1: DUTIES

Employer hereby agrees to employ Employee as, and Employee agrees to serve as, Zoning Administrator of the Town of Irvington, Virginia, to perform the functions and duties specified in the attached Job Description, incorporated herein by this reference, and to perform and other legally permissible and proper duties and functions as the Employer shall from time to time assign. The Employee shall conduct herself in compliance with all provisions of state and federal law. The Employee shall be appointed by Council, but shall work on a daily basis with the Mayor and other Town officials.

SECTION 2: TERM

The Agreement shall be effective July 1, 2020. This Agreement will be reviewed periodically. Notwithstanding the foregoing, nothing herein shall prohibit the Employer from terminating the Employee at any time, with or without cause. The Employee serves at the pleasure of the Employer and is AT-WILL.

SECTION 3: COMPENSATION

For services as Zoning Administrator, Employer agrees to pay the Employee, effective July 1, 2020, a monthly salary, exclusive of benefits, of \$1,833.33 payable in arrears, as paid to other town employees. This salary shall remain in effect unless otherwise amended by Employer, which amendment may occur at the pleasure of Employer at any time. The salary shall be subject to payroll deduction required by law or requested by Employee and determined to be available and proper.

SECTION 4: PERFORMANCE EVALUATION

Employer shall evaluate Employee's performance in writing, at a minimum, yearly on or before April of each year. The review and evaluation shall be in accordance with specific criteria developed by Employer. Criteria may be added or deleted as the Employer may determine, from time to time. The Employee shall have an opportunity to discuss the evaluation with the Employer. Annually, or more if deemed necessary by Employer, the Employer and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the Town and in the appointment of the Employer's policy objectives and shall further establish a relative priority among those various goals and objectives, said goal and objectives to be reduced to writing.

SECTION 5: BENEFITS

The parties agree and understand that this Agreement does not grant Employee any benefits other than those mandated by law, if any. This is subject to modification at the pleasure of Employer.

SECTION 6: VACATION

The parties agree and understand that this Agreement does not include any vacation time for Employee, other than that which is mandated by law, if any. This is subject to modification at the pleasure of Employer.

SECTION 7: HOURS OF WORK/OUTSIDE ACTIVITIES

The Employee is a part-time employee hired to work approximately 15 hours per week during office hours and up to 5 additional hours per week outside office hours for enforcement, meetings, and training purposes. Employee is expected to engage in those hours of work that are necessary to fulfill the obligation of the position, and shall organize Employee's obligations such that the Zoning Administrator position is the Employee's top priority.

SECTION 8: GENERAL BUSINESS EXPENSES

The Employer agrees to budget for and to pay for the following:

Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer;

Necessary travel/subsistence expenses of Employee for professional travel, meetings, courses, institutes, and/or seminars approved by Employer; and

Certain approved expenses of a non-personal but job-related nature that are incurred by Employee in the course of carrying out the job duties.

The Employer shall provide Employee with a computer and software required for the Employee to perform the job and to maintain communication. The Employee shall use his/her own phone and car in performing the job duties.

SECTION 9: RESERVED

SECTION 10: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Employer may fix any other terms and conditions of employment relating to the performance of Employee as it may determine reasonable from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement or any applicable law.

SECTION 11: TERMINATION / SEVERANCE / RESIGNATION

There shall be no severance pay afforded Employee as a result of termination and/or resignation, whether voluntary or involuntary. This may be modified at the pleasure of Employer. Employee may resign at any time provided such resignation is provide in writing to the Employer at least 28 days prior to the effective date of resignation, unless the parties agree otherwise.

SECTION 12: RESERVED

SECTION 13: GENERAL PROVISIONS


This Agreement constitutes the entire Agreement between the parties, shall be binding upon and inure to the benefit of the heirs of Employee, and is not assignable by the Employee if any provision, or any portion thereof, contained herein is held invalid or unenforceable for any reason, the remainder of the Agreement, or portion thereof, shall remain in full force and effect.

The interpretation, execution and performance of this Agreement shall be construed and governed in accordance with the laws of Virginia, without giving effect to the choice of laws principles thereof. Venue and jurisdiction for any such dispute under this Agreement being solely in a court of competent jurisdiction in Lancaster County, Virginia; and, in the event there is a dispute in regards to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have executed this Agreement and intend to be bound hereby.

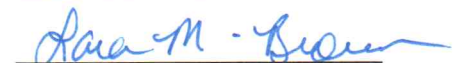
Town of Irvington

By:


Ralph D. Ransone
Mayor

LARA M. BROWN

By:



ATTACHMENT JOB DESCRIPTION

ZONING ADMINISTRATOR

The Zoning Administrator is the designated reviewing agent of the governing body and Planning Commission, charged with proper administration of, compliance with, and enforcement of Town Code, Title XV, and relevant state and local law and regulation. Additionally, this position is responsible for: managing land use permit and compliance processes consistent with law, requesting and retaining permitting and other zoning records; keeping current the filing and reporting systems employed; learning and employing best practices; serving as staff to the Planning Commission; timely informing the Mayor, Council and Town Officers of permit applications and regulatory compliance status.

The Zoning Administrator shall have all necessary authority to administer and enforce the provisions of Town Code, Title XV, and, at a minimum, the authority granted by Code of Virginia §15.2-2286.