

RESOLUTION NO. 04-73

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO OFFICE CODIFICATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR CODIFICATION SERVICES THROUGH MUNICIPAL CODE CORPORATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay has adopted and is in the process of finalizing several important ordinances; and

WHEREAS, codification of the Village's ordinances is important in order to facilitate the manner in which laws can be read and interpreted; and

WHEREAS, following publication of a Request for Qualifications and review of the responses by the Village's selection committee, the Village negotiated with Municipal Code Corporation in order to meet the Village's needs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

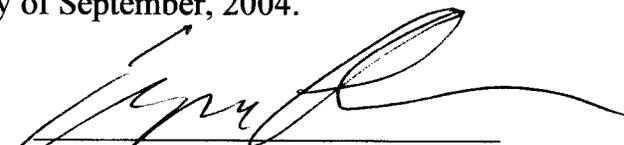
Section 1. The Village Manager is authorized to enter into an agreement with Municipal Code Corporation for codification services that is substantially similar in its terms and conditions as the proposal which is annexed to this resolution.

Section 2. This resolution shall take effect immediately upon approval.

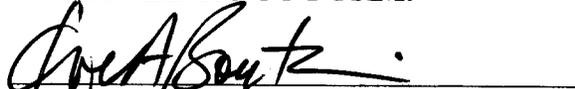
PASSED and ADOPTED this 8th day of September, 2004.

Attest:


Meighan Pier
Village Clerk


Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:


Eve A. Boutsis,
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>YES</u>
Council Member Paul Neidhart	<u>YES</u>
Council Member John Breder	<u>YES</u>
Vice-Mayor Linda Robinson	<u>YES</u>
Mayor Eugene P. Flinn, Jr.	<u>YES</u>

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**CONTRACT BETWEEN VILLAGE OF PALMETTO BAY
AND MUNICIPAL CODE CORPORATION**

This contract is made and entered into this ___ day of September, 2004 between the Village of Palmetto Bay (village), a Florida municipal corporation, located at 8950 SW 152nd Street, Palmetto Bay, Florida 33157 and Municipal Code Corporation, a Florida corporation, located at P.O. Box 2235, Tallahassee, Florida 32316 (contractor).

WITNESSETH:

WHEREAS, the village competitively bid for code codification services and contractor is the lowest price bidder and qualified candidate which was selected by the village council.

WHEREAS, the village desires to engage and retain the services of the contractor to perform the codification of the village's ordinances and affiliated work as described in this contract and the contractor desires to accept the engagement; and,

NOW THEREFORE, in consideration of the sum of \$10.00, the mutual promises and covenants contained in this contract, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows.

1. WHEREAS CLAUSES

1.1. The above whereas clauses are incorporated and made a part of this contract.

2. STATEMENT OF WORK

2.1 The statement of work for this project shall be as provided in the attached exhibit 1, which is incorporated and made a part of this contract. In the event of any conflict, the terms of this contract will govern over the provisions of any incorporated documents.



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3. COMMENCEMENT DATE AND TERM

3.1 The term shall commence upon the date of the execution of this contract and expire in three years as provided for in exhibit 1, section 16, page 9.

3.2 Work shall commence upon the issuance of a written task order by the village. Work shall proceed in substantial compliance with the schedule of services contained in the statement of work.

4. PAYMENT

4.1 The village shall pay the contractor the contract amount(s) provided in the statement of work under the "quotation sheet," page 10 of exhibit 1.

4.2 The village shall not be liable to pay, and shall not pay, charges for extra work, delay charges, or additional work, unless the village's contract officer specifically authorizes the extra or additional work, in a written task order before the commencement of the work.

5. TRANSFER AND ASSIGNMENT

5.1 None of the work or services under this contract shall be subcontracted unless contractor obtains prior written consent from the village.. Approved subcontractors shall be subject to each provision of this contract and contractor shall be responsible and indemnify the village for all subcontractors' acts, errors or omissions.

5.2 The contractor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the village; provided, however, that claims for money by the contractor from the village under this contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the contractor to the village.


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6. MODIFICATIONS – CHANGE ORDERS

6.1 The village may, at any time, by written change order make changes to the scope of work, and to the means and methods of performing the work. The village may order temporary stoppage of the work or delay in performance that does not alter the scope of work. Changes, including any increase or decrease in the amount of the contractor's compensation, shall be incorporated in written amendments to this contract.

6.2 If any change causes an increase or decrease in the price charged, the maximum amount of the contract, or the time required for performance of any part of the work under this contract, or otherwise affects the conditions of this contract, the village shall make an equitable adjustment to the maximum amount, the price(s), the delivery schedule, or other affected terms, and shall modify the contract with a written change order.

7. TERMINATION FOR DEFAULT

7.1 Either party may terminate this contract prior to the expiration of the initial term or any subsequent renewal term on account of a material breach of this contract by the other party, which has not been cured within 30 days from the date of receipt of written notice of breach from the party seeking termination.

7.2 Termination shall be effective as of the end of the notice period in the case of any uncured material breach.

7.3 Contractor may terminate this contract prior to the expiration of the initial term or any subsequent renewal term upon not less than 60 days prior written notice to the village in the event that contractor is unable to complete the services identified in paragraph 2.1 due to causes beyond contractor's control.

7.4 The village shall have no liability to the contractor for future profits or losses in the event of termination for default; however, contractor shall be compensated for work actually performed.

7.5 The rights and remedies of the village provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.


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8. TERMINATION FOR DELAY

8.1 If the project is suspended or the contractor's services are delayed by the village for more than 60 consecutive days, the contractor may terminate this contract by giving not less than 10 days written notice.

8.2 The liability of the village upon termination by the contractor for suspension or delay of the project shall be for the value of services performed pursuant to the schedule contained in the statement of work rendered by contractor to the time of termination by contractor. The village shall not be liable for future profits or losses.

9. TERMINATION FOR CONVENIENCE

9.1 The village may terminate this contract for convenience at any time by giving 60 days notice in writing to the contractor. The contractor will be paid for the value of services performed pursuant to the schedule contained in the statement of work, up to and including the termination date. Contractor will be permitted to complete on-going assignments and shall be paid for all satisfactory work completed. The village shall not be liable for future profits or losses.

9.2 In the event that the village improperly terminates the contract for default under paragraph 7, the termination shall be deemed a termination for convenience under this paragraph.

10. TERMINATION FOR LACK OF FUNDS

10.1 Notwithstanding any other provisions of the contract, if the funds anticipated by the village for the for the payment of work under this contract are at any time not forthcoming, through the failure of the village to appropriate funds, the failure of Miami-Dade County, the Florida Legislature, or the U.S. Congress to appropriate funds, or the refusal of the administrative branch of the federal or county government to release funds, or due to any other reason for the unavailability of funds in succeeding fiscal years, or the discontinuance or material alteration of the program under which funds are to be provided, the village shall have the right to terminate the contract without penalty by giving not less than 10 days written notice of the lack of available funding.

10.2 In the event the village declines to appropriate funds for payment of the contract for future fiscal years, contractor shall be paid for work performed under the contract with funds that are appropriated for the current fiscal


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year. The liability of the village to contractor shall be limited to the obligation to budget and appropriate funds for work performed during the current fiscal year.

10.3. For any portion of the work that is funded by county, state or federal appropriations or grants, the liability of the village to contractor shall be limited to payment for services when payment is received by the village from the county, state or federal authority. The village shall submit all required documents requesting payment within a reasonable time. The village shall not be liable to contractor for work performed in the event that payment is not received by the village from a county, state or federal funding authority. This is a pay-when-paid clause.

11. NO DAMAGES FOR DELAY CLAUSE

11.1 No claim for damages or any claim other than for an extension of time shall be made or asserted against the village by reason of any delays. The contractor shall not be entitled to an increase in the contract sum or payment of compensation of any kind from the village for direct, indirect, consequential, impact, mobilization, demobilization, or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the village or its agents. Otherwise, the contractor shall be entitled only to extension of the contract time as the sole and exclusive remedy for a resulting delay, in accordance with and to the extent specifically provided above.

12. RIGHT TO WITHHOLD

12.1 If work under this contract is not performed in accordance with the terms hereof, the village has the right to withhold any payment due to the contractor, of any sums as the village may deem sufficient to protect it against loss, or to ensure payment of claims, and, at its option, the village may apply the sums in the manner as the village may deem proper to secure itself or to satisfy the claims. The village will provide contractor with 10 days prior written notice in the event that it elects to exercise its right to withhold under this paragraph.



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13. INTEREST PAYMENTS DUE TO LATE PAYMENT

13.1 The village shall make payment to contractor within 30 days of receipt of the original written invoice and sufficient backup documentation and acceptance of the work by the village. Interest shall accrue on unpaid invoices as provided by Section 218.74, Florida Statutes.

13.2 Contractor shall not be entitled to any carrying charges or finance fees due to late payment by the village.

14. LIENS

14.1 The Contractor, subcontractors, suppliers and laborers are prohibited from placing a lien on village's property.

15. INDEPENDENT CONTRACTOR

15.1 The contractor is furnishing its services as an independent contractor and nothing in this contract shall create any association, partnership or joint venture between the parties, or any employer-employee relationships.

16. INSURANCE AND INDEMNIFICATION

16.1 The village shall not be held liable or responsible for any claims which may result from acts, errors or omissions of the contractor or its subcontractors, suppliers or laborers. In reviewing, approving or rejecting any submissions or acts of the contractor, the village in no way assumes responsibility or liability for the acts, errors or omissions of the contractor or subcontractors.

16.2 The contractor shall not commence work under this contract until it has obtained all insurance required by the village. The contractor shall defend, indemnify and hold the village harmless from any and all claims, liability, losses, expenses and causes of action arising solely out of a negligent act, error, or omission or misconduct of the contractor, or the contractor's subcontractors, suppliers and laborers incident to the performance of the contractor's services under this contract. The contractor shall pay all claims, losses, fines, penalties, costs and expenses of any nature whatsoever resulting from its intentional misconduct or negligence.


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16.3 The contractor shall maintain during the term of this contract the following insurance:

A. Comprehensive general liability insurance with broad form endorsement, including automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The policy or policies shall name village as additional insured and shall reflect the hold harmless provision contained herein.

B. The policies shall contain waiver of subrogation against the village where applicable and shall expressly provide that the policy or policies are primary over any other insurance that the village may have. The village reserves the right to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the village.

C. All of the insurance is to be placed with Best rated A-8 or better insurance companies qualified to do business under the laws of the State of Florida.

16.4 The contractor shall furnish certificates of insurance to the village prior to the commencement of operations. The certificates shall clearly indicate that the contractor has obtained insurance in the type, amount, and classification as required for strict compliance with this paragraph and that no reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the village.

16.5 Compliance with the foregoing requirements shall not relieve the contractor of its liability and obligations under this contract.

17. MEDIATION

17.1 Any claim or dispute arising out of or related to this contract shall be subject to informal mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Both parties waive any right to arbitration.



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17.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida, unless another location is mutually agreed upon.

17.3 Contracts reached in mediation shall be enforceable as settlement contracts in the circuit court for the 11th judicial circuit for the State of Florida.

18. JURISDICTION AND VENUE

18.1 For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

19. SOVEREIGN IMMUNITY AND ATTORNEY'S FEES

19.1 The village does not waive sovereign immunity for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

20. NOTICES

20.1 All notices given or required under this contract shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the contractor and to the village specified in this contract, unless either party shall specify to the other party a different address for the giving of the notices.

21. CONTRACTING OFFICER REPRESENTATION

21.1 For the purposes of this contract, the contracting officers are as follows:

To the Village: Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, Florida 33157
Attention: Village Manager



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To Contractor: Municipal Code Corporation
 P.O. Box 2235
 Tallahassee, Florida 32316
 Attention: A. Lawton Langford, President/CEO

22. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

22.1 The village, or any of their duly authorized representatives, shall, until 3 years after final payment under this contract, have access to and the right to examine any of the contractor's books, ledgers, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

22.2 The contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as subparagraph 22.1 above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

22.3 The right to access and examination of records in subparagraph 22.1 shall continue until disposition of any mediation, claims, litigation or appeals.

23. OWNERSHIP OF DOCUMENTS

23.1 All documents, reports, plans, specifications or other records, including electronic records, resulting from the professional services rendered by the contractor under this contract shall be deemed the property of the village and the village shall have all rights incident to this ownership. The contractor acknowledges that all documents prepared under this contract shall be public records, and shall be subject to public inspection and copying, as provided by Florida Statutes chapter 119. Upon conclusion of this contract and any extensions, all documents shall be delivered by the contractor to the village. The contractor shall have the right to retain copies of the documents at the contractor's expense.

24. SEVERABILITY

24.1 Should any paragraph or any part of any paragraph of this contract be rendered void, invalid or unenforceable by any court of law, for any



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reason, the determination shall not render void, invalid or unenforceable any other section or part of any section of this contract.

25. ENTIRE CONTRACT

25.1 The contract, when signed by all of the parties, constitutes the full and complete understanding and contract of all parties and may not be in any manner interpreted or fulfilled in contradiction of its express terms. This contract and the incorporated attachments constitute the entire understanding between the parties and integrates by its terms all previous contracts or understandings, oral or written, between the parties.

26. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY

26.1 Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and contractor has not, and will not, pay a fee the amount of which is contingent upon the village awarding this contract to contractor.

26.2 Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances.

26.3 A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the contractor.

27. WARRANTY OF AUTHORITY

27.1 The signatories to this contract warrant that they are duly authorized by action of their respective village commission, board of directors or other authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

28. MISCELLANEOUS

28.1 In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.



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PROFESSIONAL SERVICES PROPOSAL

The **MUNICIPAL CODE CORPORATION**, a corporation duly authorized and existing under the laws of the State of Florida, hereinafter referred to as MCC, hereby offers to publish a Code of Ordinances for the **VILLAGE OF PALMETTO BAY, FLORIDA**, a municipal corporation duly organized and existing under state law, hereinafter referred to as the Municipality, according to the following terms and conditions.

<p style="text-align: center;">PART ONE PUBLICATION OF ORDINANCES</p>

(1) **ORDINANCES INCLUDED.** Classify and edit the ordinances of a general and permanent nature passed in final form (subsequent to the adoption of the Miami-Dade County Code of Ordinances) by the Municipality as of the date of any contract entered into pursuant to this agreement; provided that the Municipality may forward to MCC all ordinances passed subsequent to said date for inclusion in the new Code until notice is received that editorial work has been completed. We request the ordinances be furnished electronically (diskettes, e-mail, CD-ROM, etc.), though they may be furnished in printed form.

(2) **EDITORIAL WORK.** The editorial work on the Code will include the following:

- a) **Chapter Arrangement.** Each chapter of the new Code shall embrace all ordinances dealing with the subject matter of that chapter, and within the chapter itself the ordinances shall be arranged in an orderly and logical fashion. Chapters and sections will be reserved for future expansion.

Title arrangement is also available and will be discussed, if desired.

- b) **History Notes.** History notes will be prepared for each section of the new Code. The note will indicate the source from which the section is derived.
- c) **Chapter Analysis.** Each chapter of the new Code will be preceded by a detailed analysis listing the articles, divisions, and sections contained therein.
- d) **Catchlines.** Each section will be preceded by a catchline describing the content of the section.

(3) **INDEX.** A comprehensive, legal and factual general index for the entire Code will be prepared. All sections are indexed under major subjects with appropriate section citations. Columnar citations are used to enhance the ease of reference.

(4) **TABLES.** The following Tables will be prepared for the new Code:

- a) **Table of Contents.** This Table will list the chapters, articles or divisions of the Code, with appropriate page numbers.

- b) **Comparative Table.** If feasible, prepare a Comparative Table, listing the ordinances included in the Code, in chronological sequence and setting out the location of such ordinances in the Code.
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(5) **TYPESETTING AND PROOFS.** After typesetting has been completed, MCC will submit one set of proofs to the Municipality for review. The Municipality may make word changes on the proofs without charge. However, the Municipality will be charged for changes or deletions constituting more than one page of type.

It shall be the duty of the Municipality to return the proofs, with the changes indicated thereon, within forty-five (45) days from the date of their receipt. If proofs are not returned within forty-five (45) days and no notice to the contrary is received by MCC, it will be assumed that no changes are to be made. MCC will then proceed to print the Code and no changes shall thereafter be allowed.

Should the Municipality request to review the proofs beyond forty-five (45) days but fails to return them within five (5) months, the contract balance shall become due and payable. Upon mutual agreement regarding time and compensation, MCC shall update the proofs with subsequent enactments before delivery of the printed Code.

MCC guarantees typographical correctness. Errors attributable to MCC will be corrected throughout the term of the contract without charge to the Municipality. MCC's liability for all services shall extend only to the correcting of errors in the Code or future supplements, not to any acts or occurrences as a result of such errors and only so long as the contract is in effect.

(6) **PRINTING AND BINDING.** When the Municipality returns the proofs, MCC will proceed with printing and binding the Code in accordance with the following:

- a) **Copies.** The number of copies desired by the Municipality will be printed on 50 lb. premium multi-purpose paper.
- b) **Page format.** MCC's page format is designed for consistency and readability. The page size will be consistent with the format chosen by the Municipality: 8 ½ x 11 inches, single column. We provide two different page headers, chapter and Code name, to allow better navigation within the Code. We also provide ears to designate the section the page contains. Our page numbering allows for growth within the volume, as does our reserved chapter options.
- c) **Type size.** Various type sizes are available for text. MCC will publish the Code in ten-point type unless otherwise specified. Notice of such font change must be given prior to the completion of the editorial work so that the impact upon cost can be determined and discussed. MCC provides many different font sizes. We recommend a ten-point size to reduce the size of the volume. The ten-point size is legible and also provides for minimizing the volume size. We also offer eleven- and twelve-point size.
- d) **Tables and graphics.** Tables, drawings, designs, Algebra formulae, graphics, or other material that require special methods of reproduction or modification, will be charged as set out on the Quotation Sheet. MCC will require an electronic file of the tables and graphics included in the Code and/or a clean printed copy.

- e) **Binding.** MCC will bind copies of the completed Code in expandable post binders with slide lock fasteners. Covers will be imitation leather and available colors are black, burgundy, blue, or green, with gold lettering. Other binder choices are available (D-ring and three-ring). Cost may vary. Additional binders can be ordered at any time at the then-current prices.
- f) **Separator tabs.** MCC will furnish separator tab sheets (Mylar tabs, printed both sides) for the bound Codes. The tabs will reflect the major divisions or chapters of the Code volume.

(7) **TIME SCHEDULE.** The following is a tentative time schedule in the preparation of the new Code:

- a) Submission of proofs to Municipality after receipt of material and contract. 3 months
- b) Delivery of completed Codes to Municipality after return of proofs. 2 months

The above time schedule provides for completion of the Code within five (5) months, excluding time required for review of the proofs and any delays occasioned by the Municipality.

(8) **ADOPTING ORDINANCE.** MCC will furnish the Municipality with a suggested form of an ordinance adopting the new Code. Once the Code has been adopted, a copy of the ordinance should be sent to MCC so that it can be included in the Code.

PART TWO
ADDITIONAL SERVICES AVAILABLE

(1) **LEGAL REVIEW OF ORDINANCES.** MCC offers, under the direction of the Municipal Attorney, to review, against state law, the ordinances adopted by the municipality subsequent to the municipality adopting the Miami-Dade County Code of Ordinances. The legal review does not include a legal review of the Miami-Dade County Code of Ordinances. MCC's attorney assigned will submit an editorial memorandum to the Municipal Attorney outlining all recommendations for eliminating duplications, inconsistencies and obsolete provisions. All recommendations are intended for use by the Municipal Attorney, and as such are not to be considered legal advice to a non-attorney. Appropriate state statute references will be included in the Code as deemed necessary. A Statutory Reference Table will be prepared, listing by statutory citation all sections carrying a reference.

Recommended provisions desired to be included as a result of the legal review will be incorporated in the Code upon specific instructions from the Municipality. Amendatory ordinances may be included in the future through the Supplement Service as provided in Part Three.

(2) **STATE LAW REFERENCES.** In the event the Municipality does not choose the option for a complete legal review of the ordinances, MCC offers to add state law references as a part of the editorial process.

(3) **REPRINT PAMPHLETS.** Additional copies of specific chapters or any portion of the Code may be printed and bound in paper covers for separate sale or distribution by the Municipality. Quotations for specific chapters in pamphlet format will be furnished upon request.

(4) **CODE FURNISHED ELECTRONICALLY.** The Code can be furnished in a variety of electronic formats as described below. All formats will be updated through the most recently published ordinance in the printed Code.

- a) **Folio BoundVIEWS.** This is a full text search engine that supports standard Boolean logic, phrase searching, proximity searching and word stemming to include word variations and synonyms in searches. Every word of the Code is electronically indexed so queries are performed on the entire Code. A powerful context-sensitive, on-line help system is included within *Folio BoundVIEWS*, though the software is sufficiently intuitive to use without consulting the help library.
- b) **Code on the web.** The Code may also be included on MCC's web site (www.municode.com). The site contains a collection of more than 1,000 local government Codes and is available to anyone with Internet access. All Codes on the site are integrated with Folio web search engine and amendments to the Code are incorporated as the book is updated. A link to the Municipality's web site can also be provided.

- c) **Word processing format.** The master database of the Code can easily be converted into an RTF format that is useable in most of today's popular word processing formats, e.g., WORD or WordPerfect. Alternatively, the Code can be provided in a generic text format such as ASCII or HTML.
- d) **Code in Adobe PDF Format.** MCC can provide the Code in PDF format. MCC will apply bookmarks for the chapters and, if available, the PDF version will contain a minor search tool. MCC may not be able to provide the Municipality a search tool in certain instances. The Municipality will need a copy of the Adobe Viewer (available for download for free from adobe.com). The PDF format matches the printed page and MCC provides a complete updated PDF each time the Code has been supplemented. Should the Municipality desire to also receive just the Supplement, an additional update fee applies. There is no licensing that applies to this format, but there are not the search capabilities built into Adobe as there are in the above Folio product.
- e) **Support and training.** Telephone support for all of the above-mentioned programs is available during working hours by calling our toll-free number (800-262-CODE). Most problems are resolved in one call and this support is free of charge. Installing software is easily accomplished by the Municipal IT staff, although MCC's support is available during installation, if needed. All of the above-mentioned programs are very intuitive and typically do not require separate training, however, on-site training is available. A written quotation will be provided upon request.

**PART THREE
SUPPLEMENT SERVICE**

(1) **ORDINANCES TO BE FURNISHED BY MUNICIPALITY.** The Municipality shall forward to MCC copies of the ordinances upon final enactment by the Municipality. We request that the ordinances be furnished electronically and have established a special e-mail address (ords@mail.municode.com) to receive e-mailed ordinances. Printed copies are accepted.

(2) **SCHEDULE.** After shipment of the new Code, MCC will keep the Code up-to-date by the publication of Supplements that will contain the new ordinances of a general and permanent nature enacted by the governing body. The Supplements can be published on a schedule to meet the requirements of the Municipality. A minimum of thirty (30) working days will be required for delivery of a Supplement.

(3) **ELECTRONIC SUPPLEMENTATION.** If the Municipality has chosen to receive the Code in electronic media as set out in Part Two of this agreement, MCC can provide the Supplements electronically on a schedule to meet the Municipality's needs, e.g., monthly or bimonthly. The Municipality may choose to have printed Supplements published less frequently. The electronic media will reflect the entire Code as updated through the most recent Supplement.

(4) **NEW ORDINANCES on the WEB (N.O.W.)** MCC can post your ordinances on the web between supplements so that anyone searching your Code will find the most current legislation. To view this service, go to the Jacksonville, FL Code of Ordinances - See "Ordinances Enacted/Not yet Codified" located at the bottom of the Table of Contents.

Although your ordinances will be a part of your Code database, MCC will not edit the Code to include the new ordinances - we will simply post the ordinances in their original form.

The Code on the Web is maintained through the supplement Service. Once ordinances posted through the N.O.W. service are included in a supplement to the Code, they will be removed from the web.

If you would like ordinances incorporated into the electronic version of the Code more often than your printed Code is updated, please consider our Electronic Supplementation service.

(5) **EDITORIAL SCRUTINY.** A member of MCC's editorial staff will study new ordinances in conjunction with the existing provisions of the Code. Pages of the Code containing provisions that are specifically repealed or amended by ordinance shall be reprinted to remove such repealed or amended provisions and to insert the new ordinances. Should MCC detect conflicts, inconsistencies or duplications in the Code as the new ordinances are included, the Municipality will be notified so that remedial action may be taken.

(6) **EDITORIAL NOTES.** Appropriate editorial notes will be prepared and appended as deemed necessary by MCC.

(7) **INDEX AND TABLES.** When the inclusion of new material necessitates changes in the index, appropriate entries will be prepared and the necessary pages of the index will be printed or reprinted to include the new entries.

The Comparative and State Law Reference Tables will be kept up-to-date to reflect the new ordinances and state law citations, if any, included in each Supplement. The Table of Contents will also be kept current to reflect changes in the Code.

(8) **INSTRUCTION SHEET.** Each Supplement will contain a page of instructions for removal of the obsolete pages and insertion of the new pages. The latest ordinance included in the published Supplement will be noted in boldface type on the Instruction Sheet.

(9) **CHECKLIST.** A checklist of up-to-date pages will be prepared and kept current for the benefit of the user. The checklist of up-to-date pages will allow instant determination of whether the user is relying on a page reflecting current ordinances.

(10) **GRAPHICS.** Should the Supplement contain tables, drawings or graphics for which special methods of reproduction or modification are required, the costs will be as set out on the Quotation Sheet.

(11) **REPRINTS.** The looseleaf reprint pamphlets, which contain certain portions of the Code, including appropriate index pages, will be kept up-to-date at the same time the Code volume is supplemented, if desired.

(12) **SAMPLE ORDINANCE SERVICE.** Sample provisions of specific subjects will be furnished upon request. A sample ordinance index will be furnished for use in requesting the desired sample provisions.

(13) **UPDATE STATE LAW REFERENCES.** Due to the nature of Supplementation, the state law references in a Code become outdated. MCC offers to update and add state law references at any time during this contract. MCC would also update the State Law Reference Table. Accordingly, a more complete legal review can be provided. See paragraph (14) below.

The cost for the state law reference updating would be on an hourly basis, not to exceed a specific number of hours as agreed upon by MCC and the Municipality.

(14) **LEGAL REVIEW OF CODE.** At any time the Municipality may request information and a cost for MCC to review the Code on a chapter-by-chapter basis against the current state law. Written recommendations will be submitted to the Municipal Attorney as to any Code changes deemed necessary or desirable as a result of such legal review. MCC's attorney will work with the Municipal Attorney in drafting legislation as deemed necessary.

The cost for the legal review and drafting services would be on an hourly basis, not to exceed a specific number of hours as agreed upon by MCC and the Municipality.

(15) **SHIPMENT; DISTRIBUTION.** Supplements will be shipped to the Municipality for distribution to the holders of the Codes. However, storage, distribution and billing services for outside users are available through MCC's Distribution Services. Prices will be furnished upon request. The Municipality will have the exclusive right to sell the Codes and Supplements unless otherwise agreed to by the parties.

(16) **TERMINATION.** The Supplement Service as provided herein shall be in full force and effect for a period of three (3) years from the date of shipment of the completed Code to the Municipality. Thereafter, the Supplement Service will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this Part Three upon sixty (60) days' written notice.

QUOTATION SHEET

PART ONE – PUBLICATION OF CODE

(1)	Base cost, includes	\$4,795
	a) Editorial work	
	b) Typesetting and proofs	
	c) Indexing	
	d) Printing and binding	
	i. Number of copies	10
	ii. Number of binders	10
	iii. Number of sets of special order tabs	10
	iv. Estimated pages ¹	
	8 ½ x 11 inches, single column	300
(2)	Base cost does not include:	
	a) Pages in excess of those listed above will be billed as follows:	
	8 ½ x 11 inches, single column	\$15
	b) Pages less than those listed above will be deducted as follows:	
	8 ½ x 11 inches, single column	\$15
	c) Graphics, additional charge each ²	\$10
	d) Freight charges (invoiced upon shipment)	Prepaid
	e) State sales tax, if applicable	

PART TWO – ADDITIONAL SERVICES AVAILABLE

(1)	Legal Review of ordinances ³ Not to exceed 5 hours at \$100/hour	\$500
(2)	Updating state law references	Quotation upon request
(3)	Reprints	Quotation upon request
(4)	Electronic Code:	
	a) Data integrated with <i>Folio BoundVIEWS</i> , three licenses	No charge
	b) Each additional license	\$75
	c) Site license for up to 15 users	\$1,000
	d) Code on the Internet, per year (Includes up to four updates)	\$295
	e) Code formatted for word processing	Quotation upon request
	f) Code in Adobe PDF	\$495

¹ A page is defined as the area on one side of a sheet of paper. A sheet contains two (2) pages.

² If a graphic is larger than one page, the charge is then per page.

³ See Part Two, Additional Services, paragraph (1), Legal Review of Ordinances.

PART THREE – SUPPLEMENT SERVICE

(1)	Annual fee for Supplements	None
(2)	Number of copies	10
(3)	Cost per page	
	a) 8 ½ x 11 inches, single column	\$18
	b) Graphics, additional charge each ¹	\$10
	c) One set of updated electronic media, per Supplement (cost in addition to regular Supplement per page charge)	\$75
	d) Additional sets of updated electronic media, per set	\$75
(4)	Electronic Supplementation (Costs include printed Supplements on a semiannual or annual basis.)	
	a) Quarterly or bimonthly schedule, cost per page: 8 ½ x 11 inches, single column	\$18
	b) Monthly schedule cost per page: 8 ½ x 11 inches, single column	\$23
(5)	Sample Ordinance Service - during the first year following shipment of the Code	No charge

PAYMENT

(1)	Upon signing of the contract	\$2,000
(2)	<u>(Optional)</u> Upon submission of editorial memorandum, if legal review of ordinances is chosen, Part Two	Entire amount
(3)	Upon receipt of proofs	\$2,000
(4)	Balance upon delivery of Code.	
(5)	Payment for the Supplement Service will be due upon receipt of an invoice. Supplements will be invoiced when shipped.	
(6)	Freight charges will be prepaid and invoiced at time of final billing.	

¹If a graphic is larger than one page, the charge is then per page.

This proposal shall be valid for a period of ninety (90) days from the date appearing below.

Submitted by:

MUNICIPAL CODE CORPORATION

Witness

President/CEO

August 16, 2004

Accepted by:

PALMETTO BAY, FLORIDA

Meligan J. Fu
Witness

Village manager
Title

September 10, 2004
Date

Charles Scur