COD05COD

TYPE OF RECORD: ACTIVE NON – PERMANENT

CATEGORY OF RECORD: **CONTRACT**

NAME OF CONTRACTOR: CODE PUBLISHING, INC

SUBJECT/PROJECT: COMPLETE RECODIFICATION AND REPUBLICATION OF THE CODE TO INCLUDE LEGAL REVIEW, INTERNET AND SEARCHABLE ELECTRONIC FILES; AS WELL AS FUTURE SUPPLEMENTS FOR BOTH THE ON-LINE VERSION AND PRINTED VERSION.

CITY DEPARTMENT: ADMINISTRATIVE SERVICES

YEAR: 2005

EXPIRATION DATE: 12/31/06

DESTRUCTION DATE: 1/13

Consultant Services Agreement for the City of Grand Junction, CO

This Agreement is entered into between the CITY OF GRAND JUNCTION, CO, hereinafter referred to as the "CITY," and CODE PUBLISHING COMPANY, hereinafter referred to as the "CONSULTANT." The Agreement covers legal publishing services including, but not limited to, recodification, printing, and computer text output in Word, *Folio VIEWS* and Adobe Acrobat (PDF) format of THE GRAND JUNCTION MUNICIPAL CODE, hereinafter referred to as the "CODE." All copyrights belong to the CITY.

General

The CONSULTANT will provide a complete recodification and republication of the CODE to include legal review, Internet and searchable electronic files; as well as future supplements for both the on-line version and printed version.

The CITY will deliver to the CONSULTANT the present CODE text and ordinances in hard-copy form and, if available, Word format files via e-mail to codepublishing@qwest.net.

The CODE produced by the CONSULTANT, including any printed or electronic versions in Word, and Adobe Acrobat (PDF) thereof, shall be the exclusive and sole property of the CITY, and the CITY may use said CODE for any purposes it deems appropriate, including the right to copy, distribute, or sell said CODE, with the exception of any version of said CODE produced in *Folio VIEWS* infobase format.

Publishing

The CONSULTANT will republish the CODE to include codification of ordinances, subject organization, history notes, a subject matter index keyed to the sections of the CODE, and ordinance tables. CODE sections and the index will be edited and internal cross-references applied. The complete text will be proofread and checked for typographical errors, incorrect section references, and inconsistencies. The text will be printed in a two column per page layout, Times 11-point type font (or as specified by the CITY) with justified margins. The index, editor's notes, and other footnotes will be reprinted in Times 10-point (or as specified by the CITY).

KFA
one MB

Proof Copy

The CONSULTANT will provide a proof copy of the republished CODE together with editorial questions and comments for CITY review and approval. The CITY will review and annotate the proof copy with desired changes, then return the proof to the CONSULTANT.

Printing

SINGLE KFA

The CONSULTANT will print and deliver copies of the completed CODE in an 8 ½ x 11 inch double column format designed for future expansion and supplementation on a page-for-page basis. Camera-ready copy and/or print-image computer files are available upon request at no additional cost. *MB*

Code Publishing Company
9410 Roosevelt Way NE
Seattle, WA 98115

206.527.6831/800.551.2633
www.codepublishing.com
codepublishing@qwest.net

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Internet Services

Electronic files will be created in *Folio* format for Internet use. The CONSULTANT will establish hyperlinks to all ordinances referenced within the CODE. Internet access and annual maintenance of the CODE will be provided by the CONSULTANT. The format is searchable, accessible from www.codepublishing.com, and linked directly to the CITY's website. The CONSULTANT will provide a link in the online CODE to a list of ordinances not yet codified solely maintained by the CITY. The schedule for periodic supplements of the CODE on the Internet is discussed below.

Reference Attachment A for a description of *Folio* features.

Folio Views 4.X

The CONSULTANT is to provide *Folio Views* electronic publishing services to the CITY. The complete CODE text and *Folio Views* software will be integrated and delivered to the CITY ready for Windows operating system environment. The *Folio* application and CODE text may be loaded and will operate on a stand-alone basis or on network file servers. The *Folio* software will allow up to 125 concurrent users with no licensing agreements.

The CONSULTANT owns subscription rights to the *Folio Views* software and maintains the most recently released version proven to have no known defects; the CONSULTANT currently maintains infobases in *Folio Views 4.5*. The CONSULTANT will provide the CITY with the most current and/or suitable version of Folio determine by the CONSULTANT. The *Folio Views* program and infobase files are for internal use by the CITY and may not be copied or distributed outside CITY offices.

Reference Attachment A for a description of *Folio* features.

Supplements

Newly adopted, revised or amended ordinances will be forwarded periodically by the CITY to the CONSULTANT. Affected pages of the CODE, the index, and tables will be edited and revised to reflect new provisions and/or modifications, with appropriate headnotes, catchlines, footnotes, and cross references.

The CONSULTANT will provide supplemental updated pages for the CODE on a quarterly schedule (or as specified by the CITY). Printed supplement sets together with insertion/deletion instructions will be delivered to the CITY. Printed supplement delivery will occur 2 to 6 weeks following receipt of the last ordinance included in the update. The electronic files will be updated on an on-demand basis. On-demand updates to the online CODE will be completed within 3 weeks of the receipt of the last ordinance included in the update (or as specified by the CITY).

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Timeline and Schedule of Completion

The editorial review and proof copy will arrive four (4) months after the CONSULTANT receives all material from the CITY. Any delays by the CITY in responding to editorial questions or requests for additional material will be added to the four (4) month period. The attorney will also receive a proof copy for the legal review, which will take approximately three (3) to four (4) months.

The CITY will review the proof copy and editorial report at the time the attorney is preparing the legal review. At the CITY's convenience the CITY will return the proof copy with all editorial and legal questions and comments addressed. The CONSULTANT will print the final code and deliver it back to the CITY with all electronic files within one (1) month.

Months	1	2	3	4	5	6	7	8	9
Proof copy	■	■	■	■					
CITY's review of proof copy (a)									
Legal review					■	■	■		
Conference and CITY's review of legal report (b)									
Printing and completion of electronic files (c)									■

(a) Time frame is an estimate based on historical experience.

(b) The legal report requires action from the City Council which can take a substantial length of time.

(c) Includes estimated time required to make changes based on CITY review, and to create electronic files.

Indemnification/Hold Harmless

The CONSULTANT shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the CONSULTANT, its officers, employees and agents in performing this Agreement.

Insurance

The CONSULTANT shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, their agents, representatives, or employees. The CONSULTANT shall maintain commercial general liability insurance with limits of no less than $1,000,000 each occurrence and $2,000,000 general aggregate. The CONSULTANT shall furnish the CITY with an original certificate of insurance evidencing the required coverage along with a copy of an endorsement naming the CITY as an additional insured.

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Termination of Agreement

This Agreement may be terminated by either party upon 60 days' written notice. The CONSULTANT will be entitled to compensation to the extent of actual work performed, consistent with the compensation provisions. The most current text converted to computer format will be delivered to the CITY on computer disks in Word format. All reports, specifications, data and documents produced by the CONSULTANT in the performance of this Agreement, whether in draft or final form and whether in written, computer or other form, will be the property of the CITY and will be delivered promptly to the CITY upon termination of this Agreement.

Law and Venue

This agreement shall be governed by the laws of the State of Colorado. Venue and jurisdiction for any legal proceeding relating to this Agreement shall be at the Mesa County Court, Colorado.

Payment, Terms, and Invoice Requirements

Payments to the CONSULTANT from the CITY will correspond to the attached Cost Quotation Sheet. A progress payment of 50 percent of the total is due upon delivery of the text proof. The balance will be billed upon delivery of the completed CODE or within 90 days, whichever comes first, or upon other arrangements as specified in writing by the CITY. Legal and internet services are invoiced separately. Additional services are to be paid upon delivery including supplements. Invoices are due and payable within 30 days.

Effective Date

This Agreement is effective upon signature by both the CITY and the CONSULTANT.
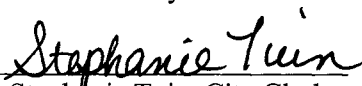
Code Publishing Company

By:

Margaret O. Bustion, President

City of Grand Junction

By:

Kelly Arnold, City Manager

Recommended for Approval

By:

Stephanie Tuin, City Clerk

Dated this _27_ day of _June_, 2005.

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Attachment A

Folio Views

***Folio Views* for the Internet** has advanced Boolean search capabilities. The table of contents is collapsible, allowing readers to link instantly to specific chapters, titles or sections. Users can scroll through more than one section at a time which gives quick and easy access to information. It also allows users to print non-sequential sections very conveniently.

***Folio Views* for local networks** is unparalleled as a tool for information access. Every word and number is indexed. Type in a word, a phrase or a query based on Boolean operators and watch the Query Map display the search results. With a click of the mouse, users can jump to the points of information they need. *Folio Views* includes standard Boolean search operators, phrase searching, proximity searching and word stemming to include word variations and synonyms in searches and offers restrictive searches within a level, field, group, highlighter, or note.

Personalization features such as highlighters, notes and bookmarking enable staff to organize the information the way they need to. Using *Folio's* unique Shadow File technology, every person who accesses the code can adapt it to their own individual needs **without affecting the integrity of the municipal code.** The export/copy feature gives great control over the drafting of ordinances and the creation of new legislation. Text can be exported or copied to Word files, streamlining ordinance and document preparation.

The stand-alone feature allows officials to access the code electronically without the network connection.

The *Folio* software will allow up to 125 concurrent users with no licensing agreements.

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Seattle, WA 98115-2844

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CODIFICATION SERVICES
COST QUOTATION SHEET

• Analysis with Legal Review	$	3,500.00 (not to exceed)
• Conference in person	$	Travel expenses (to be determined) and $50.00 hourly as needed. Necessity to be determined by the City.
• Conference via telephone or web	$	No charge
• Reformatting and codifying	$	37,000.00
The current 2,500 pages are estimated to be 1,700 finished pages after recodification. There will be a $15.00 per page additional charge for tables, maps, graphics, etc.		
• Supplement service quarterly		$18.00 per page ($15.00 per page for tables, maps, graphics, etc.)
• Supplement service annually		$18.00 per page ($15.00 per page for tables, maps, graphics, etc.)
• Create *Folio* files, includes both Internet and local network versions	$	1,500.00
• Create hyperlinks to ordinances	$	500.00
• Annual Internet hosting fee	$	350.00 per year
• Internet supplement within 30 days	$	1.95 per page
• Internet supplement quarterly	$	1.95 per page
• Subscription Services	$	No charge
• On-line Ordering	$	No charge
• Additional Services - each separate publication, per each		Printing is $0.10 per impression
• Hardbound copies, per each		Printing is $0.10 per impression
9" x 6" bound		Printing, plus $10.00 per volume for binding
8.5" x 11" post or three-ring binder		Printing is $0.10 per impression
with chapter divider tabs		Custom tab dividers are $12.50 per set
• Electronic copies, per each	$	No charge if emailed. 10.00 per CD-ROM

Additional pricing clarification and notes:

Three binder options are available: $10.00 generic three-ring binder with custom inserts, $40.00 post binder with "Municipal Code" lettering, and $60.00 custom post binders (minimum order 25). Custom tab dividers are $12.50 per set.

code publishing.inc...

Contract Amendment
Code Online
City of Grand Junction, CO
October 2006

Code Online:

This document serves as an amendment to the June 2005 contract between the City of Grand Junction ("City") and Code Publishing Company ("Code Publishing").

Code Publishing agrees to provide and produce to the City the Grand Junction Municipal Code online in HTML format rather than Folio format. There will be no added cost for creating HTML files rather than Folio files. As stated in the original contract the City will be charged a one time start up fee of $1500.00 to establish the Grand Junction Municipal Code online. All other work and costs agreed to in the June 2005 contract remain unchanged.

The online searchable code will be hosted on the Internet and linked to the City's website. The online code will be supplemented on demand with each ordinance provided by the City. The City shall e-mail ordinances in word processing format to codepublishing@qwest.net.
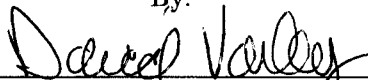
Code Publishing Company
By:

_____
Margaret O. Bustion, President

City of Grand Junction
By:

_____
David Varley, Interim City Manager

Recommended for Approval
By:

_____
Stephanie Tuin, City Clerk

Dated this _____16_____ day of _____October_____, 2006.